

NOTICE

COMPTON CITY COUNCIL AGENDA Tuesday, February 18, 2014 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. FEBRUARY 4, 2014

REPORTS OF OFFICERS AND COMMISSIONS

CITY MANAGER/CITY ATTORNEY/CITY TREASURER REPORTS

2. CLAIMS AGAINST THE CITY
Darianna Hernandez and Griselda Gomez v. City of Compton
(I-8629/LI0000319A)
Gentry Mackins v. City of Compton (I-8625/LI0000314A)
Miguel Sanchez v. City of Compton (I-8628/LI0000317A)
Sigrid Roberts-Dyas v. City of Compton (I-8627/LI0000316A)
(Deny Claims)

BUILDING AND SAFETY

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH BEST RESTORATION SERVICES, INC. AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF \$10,000 FOR EMERGENCY BOARD-UP SERVICES AND WEED ABATEMENT

END CONSENT AGENDA

REGULAR AGENDA

REPORTS OF OFFICERS, BOARDS, COMMISSIONS AND COMMITTEES AND CITY COUNCIL

CITY MANAGER'S REPORT

4. REQUEST TO SCHEDULE A PUBLIC HEARING: APPEAL OF PLANNING COMMISSION DECISION ON CONDITIONAL USE PERMIT CASE NO. 2730 - 803 W. ALONDRA BOULEVARD **(MARCH 11, 2014 AT 5:50 P.M.)**

CITY ATTORNEY'S REPORTS

UNFINISHED BUSINESS

NEW BUSINESS

5. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTION 2-1.2 OF CHAPTER II OF THE COMPTON MUNICIPAL CODE (REGULAR MEETINGS; ADJOURNMENT) **(First Reading)**
6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING A REWARD FOR INFORMATION LEADING TO THE IDENTITY, APPREHENSION AND CONVICTION OF ANY PERSON RESPONSIBLE FOR THE DEATH OF TAURUSON MCMILLAN
7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON SUPPORTING SENATE BILL 921 (WRIGHT), TO RETURN TAXPAYER APPROVED LEVY FUNDS TO THE INTENDED FUND PURPOSES.
8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON OPPOSING AB 820 (GOMEZ), WHICH REPEALS PROVISIONS OF EXISTING LAW AUTHORIZING A GAMBLING ESTABLISHMENT TO WAIVE THE COLLECTION OF FEES.

APPROVAL OF WARRANTS

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: Tuesday, February 25, 2014 @ 5:45 PM.

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FEBRUARY 4, 2014

The City Council meeting was called to order at 6:24 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

6:00 P.M. - PUBLIC HEARING - FOR CONSIDERATION OF A PROPOSED ORDINANCE REGULATING THE PLACEMENT OF DONATION BOXES (CANCELLED)

COMMENDATORY RESOLUTIONS/PRESENTATIONS

1. **PRESENTATION** - RESOLUTION FOR VOLUNTEER INCOME TAX ASSISTANCE (VITA) PROGRAM/EARNED INCOME TAX CREDIT - Mayor and City Council

Clarence Griffin, field representative for Jerome Horton, Chairman of the State Board of Equalization, thanked the City Council for their support of the program on behalf of Jerome Horton and announced that eight (VITA) awareness events would be held in the surrounding cities educating tax-payers on the benefits of taking advantage of Earned Income Tax Credits.

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Thomasina Johnson, Compton resident, encouraged the City Manager to work diligently to install cameras around the City because it could have indentified the person(s) responsible for murdering her friend Tauruson McMillan.

Pamela Adele, Tauruson McMillan's girlfriend, thanked the City Council for their continued efforts and due diligence for a possible resolution for a reward.

Mike Madani, Compton resident, spoke in support of the recommendation made by Councilperson Arceneaux to create a Citizen's Commission to oversee the activities of the Sheriffs' Department. He proposed that the committee be implemented today so that citizens can begin assessing those issues involving the Sheriff's Department, such as illegal traffic stops, unlawful search and seizures, unwarranted physical assaults and arrests.

Reverend Payne Levias, Pastor at 400 East Palmer Compton, informed the City Council that he has been pastoring and maintaining his church for 33 years. He indicated that he was recently approached by the denomination he is a part of to leave the facility this weekend to allow for a larger Hispanic congregation. He concluded that because the church could not afford the loan payments on the property the denomination is kicking them out of the facility. He pleaded with the City Council and City Attorney not to allow this denomination to come into Compton and move a traditional African American church out with nowhere to go.

Maria Villa Real, Compton resident and President of the Latino Chamber of Commerce, cordially invited the business community to attend the Latino Chamber of Commerce First Quarter Mixer to be held February 25, 2014 at 5 p.m. at 700 North Bullis Road. She announced three levels of membership and thanked the City Manager for signing the long awaited lease agreement.

Hugo Escobar, Compton resident and member of the Latino Chamber of Commerce, cordially invited the Compton community to participate in the following events for the purposes of uniting all businesses, local non-profits, and churches: Cinco De Mayo, 4th of July, Cesar Chavez, Mexican Independence Day, and a Christmas Celebration.

#1.

Jose Martinez, former member of the Black Panther Party and member of the Latino Chamber of Commerce, encouraged Pastor Levias to stand fast because no one has the right to push him out of his building. He commended Councilperson Galvan for organizing a Shoe Drive for the youth and maintained that he would continue to give credit where credit is due. He petitioned Councilperson Jones to fix the lights in Kelly Park and announced that he is willing to work for any candidate campaigning against Councilperson Jones.

Ethel Davis, Compton resident, referenced a preceding Concerned Citizens of Compton meeting wherein a former City Manager indicated that he would not consider revising the time schedule for City Council meetings aired on television. She also stated that during a previous City Council meeting an elected official had indicated that most community members addressing the council are not telling the truth. She felt this was inappropriate and asked that those comments be thought-fully considered before spoken on the dais.

Councilperson Arceneaux notified Ms. Davis that she was addressing the inaccurate comments made by a speaker regarding an isolated area of concern regarding the laws governing the City Clerk. Ms. Arceneaux assured Ms. Davis that she was not addressing her or Ms. Kelly.

Charles Strickland, Compton resident, declared that he is the person that everyone is referring to. He indicated that no one could blame Mayor Brown, Councilperson Arceneaux or the Sheriffs' Department for what happened last week. He explained his version of the events and submitted an apology for his actions.

William Kemp, Compton resident, stated that he believes Mr. Strickland owes Mr. Keaton and the Sheriffs' Department an apology based upon the information he received regarding the incident. He commended Councilperson Galvan for his continuous work in the community and asked to see more of that from other elected officials. He notified Councilperson Jones that the area around Kelly Park is dark and needs brighter lighting. He went on to question what the citizens should do when the Sheriffs' exhibit inappropriate behavior to someone in the community. He spoke in opposition to the seating change and mentioned the incident wherein 3,000 bad sample ballots were found at the post office. He indicated that he was assured by Mayor Brown that she would handle the situation yet he has heard nothing about an investigation since then.

Val Dudley, Compton resident, stated that she had the opportunity to travel to the Metropolitan Water District. She thanked Tana McCoy, Diana Sanchez and Michael Harvey for the experience and for educating her on the importance of water conservation.

Lee Wax, Coalition of Compton Unions, advised the citizens of Compton to show respect for their City when addressing the City Council. He also stated that there are non-residents that love the City of Compton just as much as the residents claim they do.

Michael Turner, Compton resident, asked that the water town hall meeting be scheduled on a Saturday during the month of March so that Compton water recipients can receive adequate notice in their water bills. He made mention of an incident wherein a young man with a gunshot wound came to his door for help last Tuesday while he was at the City Council meeting. He stated that he was happy that the young man had survived the wounds and sent his prayers out to him. He stated that he was baffled that Christians would authorize the extreme water rates that resident's pay and sent out his prayers to the family and friends of Tauruson McMillan.

Mayor Brown announced that the Water Town Hall meeting will be held Wednesday, February 26, 2014 at 6:30 p.m. in the Council Chambers. Door hangers will be used as well as announcements on Channel 36 and the City's website.

Joyce Kelly, Compton resident, stated that she is reminded of the Willie Lynch letter when African Americans ask that others censor their comments. She encouraged African Americans to study their history because everyone has a right to say what they want to say as long as they do not yell fire or try to incite a riot.

Lynn Boone, Compton resident, stated that she is proud to be born and raised in the City of Compton because the City has been good to her and her family. She alleged that the cameras on Wilmington Boulevard have never worked and that the Sheriffs' Station in the Gateway Towne Center has several working cameras.

CONSENT AGENDA

On motion by Arceneaux, seconded by Jones, the Consent Agenda 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

APPROVAL OF MINUTES

2. JANUARY 14, 2014 - Approved.
JANUARY 21, 2014 - Approved.

CITY MANAGER/CITY ATTORNEY/CITY TREASURER REPORTS

3. INVESTMENT REPORT DECEMBER 31, 2013 (**Received/Filed**)

END CONSENT AGENDA

REGULAR AGENDA

REPORTS OF OFFICERS, BOARDS, COMMISSIONS AND COMMITTEES AND CITY COUNCIL

4. APPOINTMENT(S) OF OFFICERS, COUNCIL MEMBERS, BOARDS/COMMISSIONS AND COMMITTEES

METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA - (Councilmember Yvonne Arceneaux)

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

Councilperson Galvan asked how an elected official is appointed a commission.

Mayor Brown stated that she set up meetings with all council members to discuss commission appointments.

Councilperson Galvan admitted to missing that meeting and asked if there are any commission appointments that the Mayor does not appoint.

Mayor Brown replied affirmatively.

Councilperson Zurita asked which commissions require appointments by the Mayor.

Mayor Brown stated that the City Clerk is bringing forth all standard commissions on February 25, 2014.

Councilperson Zurita stated that there appears to be a conflict in how appointments are made and whether or not they are governed by the commissions because the council has been waiting since June 2013 for the City Clerk to bring the item forth.

Mayor Brown recalled seeing the appointments on the agenda in September 2013 however because they wanted to make certain that they were able to appoint multiple citizens to the commissions the item was reagenda.

#1.

Councilperson Galvan requested a report on the commissions that compensate their members and how much they get paid.

On motion by Zurita, seconded by Jones, Yvonne Arceneaux was appointed to the Metropolitan Water District of Southern California, by the following vote on roll call:

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

NOES: Council Members - None

ABSENT: Council Members - None

CITY MANAGER'S REPORTS - There were no City Manager's Reports.

CITY ATTORNEY'S REPORTS

CLOSED SESSION

5. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: City Manager

Pursuant to California Government Code Section 54957

On motion by Zurita, seconded by Arceneaux, closed session 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

Mayor Brown requested an update on the reward fund for the young man that was gunned down a month ago.

City Attorney Cornwell reported that the resolution is coming forward to council so that it can serve as an aid to the reward and garner interest to persons that have information.

UNFINISHED BUSINESS - There was no Unfinished Business.

NEW BUSINESS

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DIRECTING THE CITY MANAGER TO WORK WITH THE CITY'S LEGISLATIVE CONSULTANT (STRATEGIC COUNSEL, PLC) TO SEEK LEGISLATIVE REMEDY TO THE DIVERSION OF THE VOTER APPROVED RETIREMENT PENSION LEVY.

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

Councilperson Galvan asked the City Manager if this item pertains to the quotes the City Council received in an email.

City Manager Duffey replied affirmatively.

City Attorney Cornwell commented that the resolution that came to his office through the SIRE system did not include Section One.

Mayor Brown asked the City Attorney to specify the section to be deleted.

City Attorney Cornwell clarified that the action to delete is a decision of the City Council, he is simply alerting the council of Section One on the agenda which states that , "the Mayor is requested to work with mayors, and other political leaders, and other affected cities, to seek legislative remedy to diversion of pension levy funds" was not a part of the item in the front office review. The resolution started with Section Two, without Section One, beginning with "City Manager is directed to work with Strategic Counsel."

City Manager Duffey asked the City Clerk how separate items can be printed from SIRE and placed in agenda books.

City Clerk Godwin clarified that what is placed in SIRE is what she has before her; the only plausible conclusion is that whoever made the change did not save the section or delete the incorrect data.

Councilperson Zurita questioned who added Section One.

City Manager Duffey answered that Section One was input into the initial approval process.

Mayor Brown mentioned discussing this item with the City Manager and bringing it back with more relevant information.

Mayor Brown went on to inform the citizens that this item pertains to the City's proposal to address the issue of City pensions and the impact that the dissolution of Community Redevelopment Agency (CRA) could have on the 1947 voter approved retirement pension levy.

Executive Secretary Duffey presented a brief Power Point presentation on the adoption of the 1947 Pension Tax Levy and its distribution to the residents, school districts, cities, redevelopment agencies, special districts, and counties. Mr. Duffey also explained the affects of CRA bond issuances when redevelopment agencies dissolved owing debt and the possible reduction to Compton property tax bills in the event that Senate Bill 392 passes.

Mayor Brown thanked the City employees for coming out in support of this measure and declared that this City Council and the City Manager will protect what is rightly theirs.

Councilperson Zurita recognized the Strategic Counsel team for helping the City Manager to organize this effort; and held that the approval of Senate Bill 392 will be the best thing that has happened to Compton in a long time.

Councilperson Arceneaux asked the City Manager if there was any prior legislation or discussion before Senate Bill 392 to address the fate of cities in the event redevelopment agencies dissolved.

City Manager Duffey answered that over the course of their research they did not find any previous documentation.

Councilperson Zurita asked the City Manager how long has pensions been going to CRA. City Manager Duffey explained that the proceeds began to flow to CRA in 1982 to 2011.

Councilperson Zurita asked if the City would be reimbursed that money if legislation is passed.

City Manager Duffey answered that legislation does not address that issue.

City Attorney Cornwell stated that during the presentation he read both copies; there are changes in Sections One and Three but they are substantially similar.

Mayor Brown asked if the desire of the City Council is to keep Section One as read.

There were no objections from the City Council.

On motion by Arceneaux, seconded by Jones, **Resolution #23,900** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DIRECTING THE CITY MANAGER TO WORK WITH THE CITY'S LEGISLATIVE CONSULTANT (STRATEGIC COUNSEL, PLC) TO SEEK LEGISLATIVE REMEDY TO THE DIVERSION OF THE VOTER APPROVED RETIREMENT PENSION LEVY**" 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

APPROVAL OF WARRANTS

7. Warrant #219792 - 1/29/14 - 1st PMF Bancorp - Emergency Transportation & Basic Life Support - \$56,871.89 - Requested by: Fire Department

On motion by Zurita, seconded by Arceneaux, Warrant #219792 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

COUNCIL COMMENTS

Councilperson Zurita offered the following communications/announcements:

- Town hall meeting will be Wednesday, February 19, 2014 at 6:30 p.m. to discuss the renovation project at Sebie Park. For more information contact Kiera Jo at (310) 605-5510.
- Free Mammogram Clinic will be held Wednesday, April 2, 2014 from 8:30 a.m. to 3 p.m. Recipient eligibility criteria are: 40 years and older with no insurance. Please call (310) 605-5510 to register for this event.
- Assemblyman Isadore Hall III is collaborating with the Green Foundation to assist Californians with selecting the appropriate kind of health plan starting February 11, 2014 through March 25, 2014 from 9 a.m. to 5 p.m. For more information please call (310) 223-0766.
- Acknowledged the contributions of Rosa Parks and wished her a Happy Birthday.

Councilperson Galvan offered the following communications/announcements:

- Inquired about the possibility of printing the agenda in Spanish.

City Manager Duffey explained that the policy would have to be set by the City Council and administered by the City Clerk.

- Requested an ADA complaint handicapped curb for Olivia Lopez on Golden Street; and basketballs and exercise equipment at Wilson Park.
- Asked that the street lights on Oak Street be replaced.
- Proposed that the Community Meeting scheduled for Wednesday, February 26, 2014 at 6 p.m. at Wilson Park be postponed because it coincides with the Water town hall meeting.
- Compton Business Chamber will be hosting their Retirement Luncheon for Sheriff Lee Baca Thursday, February 6, 2014 from 12 p.m. to 3 p.m. at 2201 North Long Beach Boulevard.
- First Annual Youth Shoe Giveaway will be held Thursday, February 13, 2014 at nine schools.
- Announced that he would be attending the California Urban Water Conservation meeting Thursday, February 6, 2014 and Friday, February 7, 2014.
- Received a complaint from a business owner that was cited for parking in an unmarked handicapped zone while unloading their merchandise.

- Directed the City Manager to work on the list of potholes he presented to him.
- Announced that he would be working on a project recognizing Cesar Chavez Day Monday, March 31, 2014.
- Bob's Breakfast non-profit organization is proposing a breakfast program at several of the City's parks during the summer months.

Councilperson Zurita asked the City Manager to address the feasibility of Spanish agendas.

City Manager Duffey indicated that he could work with the City Clerk to find someone qualified to translate the agendas.

Mayor Brown proposed that the City Manager consider working with employees that are certified translators.

Councilperson Zurita asked if the podium could be moved to a location alongside the wall of the Council Chambers.

The Mayor and City Council unanimously agreed to the relocation of the podium.

Councilperson Arceneaux offered the following communication/announcements:

- Emma Shariff invited the citizens of Compton to attend the community forum to be held Saturday, February 8, 2014 from 8:30 a.m. to 12 p.m. to discuss local control funding. The event will be held at Davis Middle School located at 621 West Poplar Street. Spanish translation will be provided.
- Third District Town Hall meeting will be held Thursday, February 13, 2014 from 6 p.m. to 7 p.m. to discuss pertinent issues affecting the residents.
- 3rd Annual Black History Month program will be held Saturday, February 15, 2014 from 11 a.m. to 2 p.m. at Burrell McDonald Park. To RSVP to this event call Ms. Duhart at (310) 605-5612.
- Thanked the Compton Initiative for their service to the Third District over the weekend.
- Eight Taste of Soul Verizon Scholarships will be awarded to graduating high students for their outstanding community service in the areas of education, healthcare, domestic violence, prevention, and sustainability. Applications are due by Friday, April 18, 2014. Applications are available online at www.lasentinel.net or www.tasteofsoulla.org.
- Asked that the dim streetlights in the Third District be checked and replaced.

Councilperson Jones offered the following announcements/communications:

- Community Needs meeting will be held Thursday, February 27, 2014 at Kelly Park at 6 p.m. to receive input from the residents regarding the services and programs funded by the Department of Housing and Urban Development.
- Archdiocese Youth Employment Agency is recruiting young adults for its Workforce Investment Act program. If you are unemployed and between the ages of 18-21 please call Rosalinda Montoya at (323) 583-9655.
- Commented on the success of the 2nd Annual Community Day program hosted by the Major League Baseball Urban Youth Academy.
- Announced that he would be collaborating with the Drama and Music Club to host a Black History Month program Friday, February 28, 2014 at 12 p.m. at Dollarhide Neighborhood Center.

#1.

- Presented the history of Black History Month and its significance to American history.
- A Valentine's Social will be held Thursday, February 13, 2014 at 12 p.m. at Dollarhide Neighborhood Center.
- Congratulated Seattle Seahawks Richard Sherman and Jaron Johnson on the success of their 2014 Superbowl win.
- Attended the grand opening celebration for the Restoration Diversion Services organization located on Long Beach Boulevard. Services include: temporary housing, food, clothing, counseling, hygiene, and disease prevention.
- Recognized Mr. and Mrs. Farley for their compassion and dedication to the women in the community.

Meeting Adjournments:

Marie Kurr

Mayor Brown offered the following announcements/communications:

- Celebrated and acknowledged the great work of Senita Farley and the Restoration Diversion Services organization. Anyone interested in volunteering or donating to Restoration Diversion Services should call (310) 493-6243.
- Attended the CCUNAT First Anniversary Celebration held Friday, January 31, 2014 at the Grand Center in Long Beach; also attended the MLB Urban Youth Academy Community Day.
- Recognized the Compton Initiative and advised the City Manager to install ADA compliant curbs on Arbutus Street.
- Announced President Obama's Connect Edge initiative designed to enrich K through 12 education for every student in America; 99% of American students will have access to Next Generation broadband by 2017.
- Governor Brown has declared a water emergency in California and is asking everyone to conserve water.
- Pastor Kevin Sauls and the Home and United Methodist Church is inviting the citizens of Compton to attend the Historic Black College and University Summit March 8, 2014 at 3320 West Adams Boulevard 90018. Workshops begin at 1 p.m. If you would like more information on this event please call (323) 731-7285 or email holman@holmanumc.com.

Black History Month Fact

On February 3, 1870 the Fifteen Amendment was passed granting African Americans the right to vote.

This year, Mayor Chris Brown was the first African American mayor to serve the city of Hawthorne.

Wished Ms. Dorothy Mae Kelley a Happy Birthday, she is 93 years old today.

Meeting adjournments:

Erskin Walker

CLOSED SESSION

The City Council meeting was recessed to closed session at 9:01 p.m. and reconvened Wednesday, February 5, 2014 at 12:52 a.m.

ROLL CALL

Council Members Present: **Zurita, Jones, Brown**

Council Members Absent: **Galvan, Arceneaux**

REPORT OUT OF CLOSED SESSION

City Attorney Cornwell reported out that council met in closed session regarding conference with legal counsel: Title: City Manager pursuant to California Government Code Section 54957. No reportable action was taken.

ADJOURNMENT

On motion by Zurita, seconded by Jones, the meeting was adjourned in memory of **Marie Kurr** and **Erskin Walker** on Wednesday, February 5, 2014 at 12:54 a.m., by the following vote on roll call:

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

NOES: **Council Members - None**

ABSENT:**Council Members - Galvan, Arceneaux**

City Clerk of the City of Compton

Mayor of the City of Compton

Memorandum**February 18, 2014****TO: MAYOR AND CITY COUNCIL MEMBERS****FROM: CITY ATTORNEY****SUBJECT: CITY ATTORNEY REPORT/CLAIM NO. I-8629/LI0000319A****SUMMARY**

Council will consider the claim of Darianna Hernandez and Griselda Gomez (Claim No. I-8629/LI0000319A), presented to the City on December 30, 2013, pursuant to Govt. Code §915, 912.4(a) and 912.6(a).

BACKGROUND

On December 30, 2013, the above claim was presented to the City Controller by an attorney representing, Darianna Hernandez and Griselda Gomez for personal injury. Darianna Hernandez is a minor who sustained injuries during a fall at Davis Middle School. Claimants allege there are various holes and bumps on the school grounds where the minor fell. Additionally, Claimants allege there was no supervision in this area when the minor fell.

Griselda Gomez is the minor's mother and she faults various school personnel with failing to supervise and care for the minor/student. The claim focuses only on school district personnel, whom are not under the City of Compton's supervision or control. Based on the current description of the incident provided by Claimant, it appears that the City is not responsible for injuries caused by third persons.

FINANCIAL IMPACT

In excess of Ten Thousand Dollars (\$10,000).

RECOMMENDATION

Staff recommends that this claim be denied.

/S/

CRAIG J. CORNWELL
CITY ATTORNEY

Memorandum**February 18, 2014****TO: MAYOR AND CITY COUNCIL MEMBERS****FROM: CITY ATTORNEY****SUBJECT: CITY ATTORNEY REPORT/CLAIM NO. I-8625/LI0000314A****SUMMARY**

Council will consider the claim of Gentry Mackins (Claim No. I-8625/LI0000314A), presented to the City on January 9, 2014, pursuant to Govt. Code §915, 912.4(a) and 912.6(a).

BACKGROUND

On January 9, 2014, the above claim was presented to the City Controller by Gentry Mackins for property damage. Claimant alleges that on November 27, 2013, his vehicle was damaged as the result of a pothole near 301 Walnut Street in Compton.

Staff has investigated this incident. The first step of the investigation is to determine whether the area is owned by the City. Our investigation revealed that this portion (location of alleged incident) of Walnut Street has not been dedicated to public use. A land developer is responsible for the maintenance of the street until they dedicate it to the City (if they choose to do so), which is generally at the time the property is subdivided. Based upon a review of Miscellaneous Records, Book 2, Page 524 and Parcel Map No. 1604, it appears that no records exist that support the dedication of this portion of Walnut Street for public use by the City. Based on the above, the City is not responsible for the maintenance of the street and not liable for damage allegedly resulting from the potholes.

FINANCIAL IMPACT

One Hundred Dollars (\$100).

RECOMMENDATION

Staff recommends that this claim be denied.

_____/S/
CRAIG J. CORNWELL
CITY ATTORNEY

Memorandum**February 18, 2014**

TO: MAYOR AND CITY COUNCIL MEMBERS
FROM: CITY ATTORNEY
SUBJECT: CITY ATTORNEY REPORT/CLAIM NO. I-8628/LI0000317A

SUMMARY

Council will consider the claim of Miguel Sanchez (Claim No. I-8628/LI0000317A), presented to the City on January 6, 2014, pursuant to Govt. Code §915, 912.4(a) and 912.6(a).

BACKGROUND

On January 6, 2014, the above claim was presented to the City Controller by Miguel Sanchez for property damage. Claimant alleges that on December 6, 2013, his vehicle was damaged as the result of a pothole near 301 Walnut Street in Compton.

Staff has investigated this incident. The first step of the investigation is to determine whether the area is owned by the City. Our investigation revealed that this portion (location of alleged incident) of Walnut Street has not been dedicated to public use. A land developer is responsible for the maintenance of the street until they dedicate it to the City (if they choose to do so), which is generally at the time the property is subdivided. Based upon a review of Miscellaneous Records, Book 2, Page 524 and Parcel Map No. 1604, it appears that no records exist that support the dedication of this portion of Walnut Street for public use by the City. Based on the above, the City is not responsible for the maintenance of the street and not liable for damage allegedly resulting from the potholes.

FINANCIAL IMPACT

Six Hundred and Eight Dollars (\$608.50).

RECOMMENDATION

Staff recommends that this claim be denied.

/S/
CRAIG J. CORNWELL
CITY ATTORNEY

Memorandum**February 18, 2014****TO: MAYOR AND CITY COUNCIL MEMBERS****FROM: CITY ATTORNEY****SUBJECT: CITY ATTORNEY REPORT/CLAIM NO. I-8627/LI0000316A****SUMMARY**

Council will consider the claim of Sigrid Roberts-Dyas (Claim No. I-8627/LI0000316A), presented to the City on January 6, 2014, pursuant to Govt. Code §915, 912.4(a) and 912.6(a).

BACKGROUND

On January 6, 2014, Claimant presented the above claim to the City Controller for property damage. Claimant alleges that on October 10, 2013, her vehicle was damaged by a pothole in Rancho Dominguez.

Based on the information provided by Claimant, Rancho Dominguez is outside of the City's boundary and therefore the City has no liability.

FINANCIAL IMPACT

Five Hundred Forty Six Dollars (\$546.00).

RECOMMENDATION

Staff recommends that this claim be denied.

/S/

CRAIG J. CORNWELL
CITY ATTORNEY

February 18, 2014

TO: MAYOR AND COUNCIL MEMBERS

FROM: LONELL BUTLER, CHIEF BUILDING OFFICIAL
BUILDING & SAFETY DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH BEST RESTORATION SERVICES, INC. AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF \$10,000 FOR EMERGENCY BOARD-UP SERVICES AND WEED ABATEMENT.

SUMMARY

This resolution will authorize the City Manager to accept the bid of and enter into a contract with Best Restoration Services, Inc. to provide emergency board-up services and weed abatement during Fiscal Year 2013-2014 at an estimate cost of \$10,000.00.

BACKGROUND

The City of Compton has set forth regulations and standards for the utilization and maintenance of private property—both residential and commercial—in order to preserve the health, safety and welfare of its citizens in the community.

Damaged buildings may pose immediate hazards to the health and safety of those in or around the structures. Securing a structure after a fire, flood, vandalism, car crash or any other event which leaves a breach in a building envelope is paramount. Doing so can possibly prevent additional damage from the elements and/or vandals.

STATEMENT OF ISSUE

In August 2013, staff advertised to solicit bids for emergency board-up services and securement of residential and commercial properties, and weed abatement.

The following four (4) bids were received from contractors for board-up services and weed abatement:

#3.

**Staff Report – Resolution Authorizing Contract With
Best Restoration Services, Inc. – Board-ups & Abatements
February 18, 2014, page 2**

Contractor	Unit Price	Weekends	Emergency
Best Restoration Services	\$ 55.00	\$ 85.00	\$ 85.00
Bluefish Enterprises dba Vesta Management, Inc.	\$195.00	\$265.00	\$315.00
Encore Development Co.	\$145.00	\$200.00	\$245.00
Fast Track Construction Corp	\$450.00	\$690.00	\$690.00

Best Restoration Services submitted the lowest responsive bid for overall services. This contractor has performed satisfactorily on “an as-needed 24-hour basis” in providing services for emergency board-up and securement of residential and commercial properties and weed abatement in the City of Compton.

This contractor concentrates on community preservation and has more than 19 years of experience. The company specializes in providing property maintenance and securement and provided satisfactory service to the City.

The City Manager is requesting authorization to accept the bid of and enter into a contractual agreement with Best Restoration Services, Inc. for emergency board-up services and weed abatement during Fiscal Year 2013-2014.

FISCAL IMPACT

Expenditures for the “as needed” services for Fiscal Year 2013-2014 are projected at (\$10,000.00) Ten Thousand Dollars and are allocated in the Building and Safety Department’s budget in Account No. 1001 770 000 4269.

RECOMMENDATION

Staff recommends that City Council adopt the attached resolution authorizing the City Manager to accept the bid of and enter into a contractual agreement with Best Restoration Services, Inc. for emergency board-up services and weed abatement during Fiscal Year 2013-2014.

**LONELL BUTLER, CHIEF BUILDING OFFICIAL
BUILDING AND SAFETY DEPARTMENT**

APPROVED FOR FORWARDING:

**G. HAROLD DUFFEY
CITY MANAGER**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH BEST RESTORATION SERVICES, INC. AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF \$10,000 FOR EMERGENCY BOARD-UPS AND WEED ABATEMENTS.

WHEREAS, the City of Compton has set forth regulations and standards for the utilization and maintenance of private property in order to preserve the health, safety and welfare of its citizens in the community; and

WHEREAS, it is pertinent that the Building and Safety Department utilize the services of professional and qualified consultants and contractors for effective operation; and

WHEREAS, staff advertised to solicit bids for emergency board-up services and securement of residential and commercial properties and weed abatement; and

WHEREAS, in August 2013, the following four (4) bids had been received from contractors for board-up services:

Contractor	Unit Price	Weekends	Emergency
Best Restoration Services	\$ 55.00	\$ 85.00	\$ 85.00
Bluefish Enterprises dba Vesta Management, Inc.	\$195.00	\$265.00	\$315.00
Encore Development Co.	\$145.00	\$200.00	\$245.00
Fast Track Construction Corp	\$450.00	\$690.00	\$690.00

WHEREAS, Best Restoration Services submitted the lowest responsive bid for overall services; and

WHEREAS, Best Restoration Services, Inc., possesses the requisite experience and expertise in providing services for emergency board-up and securement of residential and commercial properties and weed abatement; and

WHEREAS, the City has formerly utilized Best Restoration Services, Inc. for board-up services and weed abatement which has performed satisfactorily on “an as-needed 24-hour basis”; and

WHEREAS, expenditures for the aforesaid services for Fiscal Year 2013-2014 are projected at (\$10,000.00) Ten Thousand Dollars and are allocated in the Building and Safety Department’s budget in Account No. 1001 770 000 4269.

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

Section 1. That the bid submitted by Best Restoration Services, Inc. is hereby accepted and all others rejected.

Section 2. That the City Manager is authorized to enter into a contract with Best Restoration Services, Inc. to provide emergency board-up services and weed abatements during Fiscal Year 2013-2014.

Section 3. That a purchase order is hereby authorized to be issued in the amount of Ten Thousand Dollars (\$10,000.00).

Section 4. That funds in the amount of (\$10,000.00) Ten Thousand Dollars are available in the Building and Safety Department’s 2013-2014 fiscal year budget in Account No. 1001 770 000 4269.

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

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

ADOPTED this ____ day of _____, 2014.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested to by the City Clerk at a regular meeting thereof held on the ____ of _____, 2014.

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

AYES: COUNCIL MEMBER(S)
NOES: COUNCIL MEMBER(S)
ABSENT: COUNCIL MEMBER(S)
ABSTAIN: COUNCIL MEMBER(S)

CITY CLERK OF THE CITY OF COMPTON

**SERVICE AGREEMENT
BETWEEN
CITY OF COMPTON
AND
BEST RESTORATION SERVICES, INC.**

This **AGREEMENT** is made by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as "**CITY**") located at 205 South Willowbrook Avenue, Compton, California 90220, and **BEST RESTORATION SERVICES, INC.** (hereinafter referred to as "**CONTRACTOR**") located at 14727 Hawthorne Boulevard, Lawndale, California 90260, pursuant to Resolution No. _____, adopted by the City Council on _____, 2014.

WITNESSETH:

That the **CITY** and **CONTRACTOR**, for the consideration, terms and conditions herein described, mutually agree as follows:

1. SERVICES TO BE PERFORMED BY CONTRACTOR:

CONTRACTOR shall perform, in a professional manner, everything required to be performed, shall provide and furnish all the labor, materials, necessary tools, expendable equipment and all utility and transportation services for providing Board-Up and property securement (residential and commercial) services, on an "**as-needed 24-hour basis.**" More specifically, **CONTRACTOR** shall provide and perform the following services:

- Respond to the designated work site within 24-hours (7 days a week) from request for services by the **CITY**
- Board-up buildings, if directed by the **CITY**
- Removal and disposal of exterior and/or interior trash, debris and weeds, if directed by the **CITY**
- Swimming pool pump outs, if directed by the **CITY**
- Graffiti removal, if directed by the **CITY**
- Temporary fencing, if directed by the **CITY**
- Roof cover-ups, if directed by the **CITY**
- Provide before and after pictures of Site
- Completion of requested and approved services within 1 to 2 calendar days, depending on conditions of property
- Provide any other services as requested and approved by the **CITY**

CONTRACTOR shall not proceed with any work until the **CITY** has approved the itemized cost proposal presented to the **CITY** by the **CONTRACTOR**.

CONTRACTOR agrees to perform all the said work and furnish all the said materials at its own cost and expense, as are necessary to complete in a good worker-like and substantial manner and to the satisfaction of the **CITY**.

CONTRACTOR shall bear all costs associated with this work, including, but not limited to, all professional, technical, clerical services, materials, tools, equipment, transportation, telephone, etc., used by **CONTRACTOR** in connection with this work.

CONTRACTOR agrees to be responsible for furnishing all said labor, materials, equipment,

Services Agreement – Best Restoration Services, Inc.
Emergency Board-Ups/Property Securement
Building & Safety/Resolution No. _____

tools and services; furnishing and removing tools and equipment, and doing everything required by the Agreement; also, for all expenses arising from the suspension or discontinuance of work, except as are expressly stipulated or mutually agreed; and for completing the work in accordance with the requirements of this Agreement.

2. **COMPENSATION:**

The method of payment for this Contract shall be on a “**fee for services**” basis as follows:

- Board-up with one opening only, regular hours \$200.00
Plus each additional opening 55.00
(This includes trip, gas, materials, labor, etc.)
- Emergency board-up with one opening only, after hours \$250.00
Plus each additional opening 55.00
(This includes trip, gas, materials, labor, etc.)
- Technical hourly rate \$ 50.00
(This includes trip, gas, materials, labor, etc.)
- Debris, trash, weeds and grass removal are charged
at an hourly rate \$ 50.00
(This includes trip, gas, materials, labor, etc.)

The fees charged by the **CONTRACTOR** shall include compensation for all work and labor, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the **CONTRACTOR**, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total compensation will be negotiated between the **CONTRACTOR** and the **CITY**. Adjustment in the total compensation payable for each project completed will not be effective until authorized by Contract Change Order approved by the **CITY**.

Progress payments may be made in arrears for each project completed by the **CONTRACTOR**. If **CONTRACTOR** fails to complete the work according to schedule and as agreed, the **CITY** shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions noted herein.

CONTRACTOR shall be reimbursed within thirty (30) days, or as promptly as fiscal procedures may permit, upon receipt by the **CITY** of itemized invoice(s) for all services completed. Invoice(s) shall be submitted no later than 45 calendar days after the performance of work for which the **CONTRACTOR** is billing. Invoice(s) shall be delivered or mailed to the **Chief Building Official** of the Building and Safety Department at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220**.

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

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For the work agreed to be performed pursuant to this Agreement, it is understood between the parties that the maximum compensation payable to the **CONTRACTOR** for services rendered during the term of this Agreement is limited to **Ten Thousand Dollars (\$10,000.00)**.

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

3. COMMENCEMENT OF SERVICES:

The term of this Agreement shall be effective as of February 1, 2014. **CONTRACTOR's** services shall be supplied on an “**as-needed**” basis to the **CITY**. This Agreement shall expire on June 30, 2014, or when the allotted funds of \$10,000.00 has been exhausted, whichever occurs first, unless this Agreement is terminated as provided herein.

4. INDEMNITY:

CONTRACTOR shall indemnify and save harmless the **CITY**, its officials, officers, employees, agents and volunteers (collectively hereafter the “**CITY**”) against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the **CITY** and shall defend, indemnify and save the **CITY** from any and all liability or expense, including defense costs and legal fees, and claims, demands, suits, actions or proceedings of any kind or nature, including Worker's Compensation claims, of or by anyone whomsoever in any way resulting from or arising out of the negligent or intentional acts or omissions of the **CONTRACTOR** in the performance of this Contract, including operations of subcontractors and acts or omissions of employers or agents of the **CONTRACTOR** or its subcontractors.

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

5. INSURANCE:

A. CONTRACTOR, by executing this Agreement, hereby certifies:

(1) “I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.”

*(2) **CONTRACTOR** further agrees to require all subcontractors to carry Worker's Compensation Insurance as required by the Labor Code of the State of California.*

Without limiting **CONTRACTOR's** indemnification of the **CITY**, **CONTRACTOR** shall provide and maintain at its own expense during the term of this Agreement the following program(s) of insurance covering its operations hereunder. Evidence of such insurance, which shall be provided

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by insurer(s) satisfactory to the Risk Manager, shall be delivered to the **CITY** at the time of execution of this Agreement. Such evidence shall express conditions that the **CITY** is to be given written notice at least thirty (30) days in advance of any termination or implementation of a reduction of limits or material change of insurance coverage as specified herein, including at least ten (10) day notice of any non-payment of premium(s). Failure on the part of the **CONTRACTOR** to procure or maintain insurance shall constitute a material breach upon which the **CITY** may immediately terminate this Agreement.

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

a. **General Liability:** **CONTRACTOR** shall provide and maintain at its own expense during the term of this Agreement a policy of Commercial General Liability Insurance, inclusive of personal injury liability and broad form property damage coverage, in an amount not less than **One Million Dollars (\$1,000,000.00)** per occurrence. The coverage shall be written on an occurrence basis. Claims made coverage is not acceptable.

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

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

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

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

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

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

.4 Identity of the insured(s).

Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the **CONTRACTOR** under the terms of the Agreement. **CONTRACTOR** shall procure and maintain, at its own costs and expense, any

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additional kinds and amounts of insurance that, in its own judgment, may be necessary for its proper protection of the work.

CONTRACTOR shall ensure any and all subcontractors performing services under this Agreement meets the insurance requirements of this Agreement.

This Contract shall not become effective until proof of all required program(s) of insurance is supplied to and approved by the **CITY**.

6. NONDISCRIMINATORY EMPLOYMENT PRACTICES:

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

In the event of the **CONTRACTOR'S** noncompliance with the nondiscrimination clauses of this Contract, this Contract may be canceled, terminated or suspended in whole or in part.

7. SUCCESSOR AND ASSIGNS:

CITY and the **CONTRACTOR** each binds themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Agreement shall assign the Contract or sublet it in whole or part without the written consent of the other, nor shall the **CONTRACTOR** assign any monies due or to become due to it hereunder, without the previous written consent of the **CITY**. Any attempted assignment of this Contract without the written consent of both parties is void.

8. WARRANTIES:

The **CONTRACTOR** guarantees all equipment, materials, supplies and work furnished on the job against defective construction or workmanship for a period of one (1) year following completion of the project.

If within one (1) year after the date of completion of the Agreement, any of the work is found to be defective or not in accordance with the Contract documents, the **CONTRACTOR** shall correct

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it promptly after receipt of a written notice from the **CITY** to do so, at the **CONTRACTOR'S** expense. This obligation shall survive termination of the Contract. The **CITY** shall give notice promptly after discovery of the condition.

9. INDEPENDENT CONTRACTOR STATUS:

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

10. PERMITS AND LICENSES:

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

Prior to or at the time of execution of this Agreement, the **CONTRACTOR** shall purchase a business license permit in conformance with *Section 9-1.2* of the *Compton Municipal Code*.

11. TERMINATION:

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

A. If the **CONTRACTOR** becomes insolvent; that is, it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not it has committed an act of bankruptcy, and whether or not insolvent within the meaning of the federal Bankruptcy law, then, the **CITY** may, without prejudice to any other right or remedy and after giving the **CONTRACTOR** seven (7) days written notice, terminate this Agreement.

B. If the **CONTRACTOR** persistently or repeatedly refuses or fails, except in cases for which extensions of time are provided, to supply enough properly skilled workers, property or material, or if he fails to make prompt payment to subcontractors or for materials or labor, or he persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, then, the **CITY** may, without prejudice to any other right or remedy and after giving the **CONTRACTOR** seven (7) days written notice, terminate this Agreement.

C. If the **CONTRACTOR** fails to perform or breaches any material obligation under this Agreement, then, the **CITY** may, without prejudice to any other right or remedy and after giving the

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CONTRACTOR seven (7) days written notice, terminate this Agreement.

D. Pursuant to the provisions of Section 3 above.

E. If the **CITY** gives notice of termination, **CONTRACTOR** shall cease immediately all work in progress unless otherwise directed in writing by the **CITY**. Upon termination **CONTRACTOR** shall furnish to the **CITY** a final invoice for work performed.

12. 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 **CONTRACTOR** or any of **CONTRACTOR's** subcontractors), 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 Contract upon any event that renders performance impossible. In such case, **CITY** shall be responsible for payment of all expenses incurred to the point at which this Contract is terminated.

13. WAIVERS:

A waiver by either party to this Agreement of any breach of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

14. AMENDMENTS:

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

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

CONTRACTOR:

BEST RESTORATION SERVICES, INC.
14727 Hawthorne Boulevard
Lawndale, California 90260
Attn: Imad David Ammari, President
(310) 676-2161
(310) 676-2167 – fax.

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CITY:

CITY OF COMPTON
205 South Willowbrook Avenue
Compton, California 90220
Attn: Chief Building Official
(310) 605-5509
(310) 605-5598 – fax.

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

16. CONTRACTOR's BOOKS AND RECORDS

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

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

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

17. EXAMINATION AND AUDIT:

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

18. EXTENT OF AGREEMENT AND EXHIBITS INCORPORATED:

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

Services Agreement – Best Restoration Services, Inc.
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19. GOVERNING LAW AND SEVERABILITY:

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

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

20. FEDERAL AND STATE WITHHOLDING TAXES:

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

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

BEST RESTORATION SERVICES, INC.
CONTRACTOR

Dated: _____

By _____
Imad David Ammari, President

#3.

Services Agreement – Best Restoration Services, Inc.
Emergency Board-Ups/Property Securement
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CITY OF COMPTON
Recommended for Approval:

By _____
Lonell Butler, Chief Building Official
Building and Safety Department

Dated: _____

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: Building and Safety

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH BEST RESTORATION SERVICES, INC. AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF \$10,000 FOR EMERGENCY BOARD-UP SERVICES AND WEED ABATEMENT

Lonell Butler
DEPARTMENT MANAGER’S SIGNATURE

2/6/2014 7:26:19 AM
DATE

REVIEW / APPROVAL

<LegalName>
CITY ATTORNEY

<LegalDate>
DATE

Stephen Ajobiewe
CITY CONTROLLER

2/6/2014 9:53:53 AM
DATE

G. Harold Duffey
CITY MANAGER

2/6/2014 8:49:40 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.

February 18, 2014

TO: MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: REQUEST TO SCHEDULE PUBLIC HEARING: APPEAL OF PLANNING COMMISSION DECISION ON CONDITIONAL USE PERMIT CASE NO. 2730

On January 22, 2014 the Planning Commission held a public hearing on a request to allow the sale of beer and wine as an accessory to use to an existing 7-Eleven convenience store located at **803 W. Alondra Boulevard, Compton**, in a C-L (Limited Commercial) zone. After due consideration, Conditional Use Permit Case No. 2730 was denied by the Planning Commission.

The applicant has appealed the decision to Council stating 1) "Approval of use not in compliance with Zoning Ordinance" and 2) "decision based on erroneous, false or fraudulent information". Planning Commission decisions may be appealed in accordance with Section 30-26 of the Compton Municipal Code and considered at an advertised public hearing. Council may limit the hearing to consideration of the grounds for the appeal and review of the proceedings of the Commission, or may consider new information.

Staff recommends that Council schedule a public hearing on this matter for **Tuesday, March 11, 2014 at 5:50 p.m.**

ROBERT DELGADILLO
INTERIM PLANNING DIRECTOR

HAROLD DUFFEY
CITY MANAGER

February 18, 2014

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY ATTORNEY

RE: **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTION 2-1.2 OF CHAPTER II OF THE COMPTON MUNICIPAL CODE (REGULAR MEETINGS; ADJOURNMENT).**

SUMMARY

The City Council will consider adopting an Ordinance that will amend Section 2-1.2 of Chapter II of the Compton Municipal Code so as to set alternating start times for the beginning of City Council meetings.

BACKGROUND

For many years, going back to at least the 1950's, the start times for regular meetings of the City Council alternated between afternoon hours and evening hours.

On September 28, 2010, the City Council adopted Ordinance No. 2,214, which revised the scheduled start time of all regular meetings of the City Council to establish a fixed and standard time of 5:45 p.m. for every regular meeting of the City Council.

STATEMENT OF ISSUE

Currently, the City Council of the City of Compton schedules the start time of its regular meetings on all four (4) Tuesdays of the month at 5:45 p.m. Regular meetings falling on days of primary or general municipal elections are held on the next succeeding business day at the same hour and place.

In an effort to better serve the citizens of the City of Compton when conducting the business of the City Council meetings, and in particular to provide for a choice to those members of the public who desire to attend and/or participate in the governance of their community, it is proposed that the start times of regular Council meetings be alternated between evening hours of 6:00 p.m. on 1st and 3rd Tuesdays and afternoon hours of 3:00 p.m. on 2nd and 4th Tuesdays.

#5.

During the January 28, 2014 Council meeting, the City Attorney provided the Council and public with an oral presentation explaining the (future) proposal to return to alternating meeting start times for the City Council and other legislative bodies meetings. During that presentation, the City Attorney also presented a recommendation that "Closed Sessions," which are currently placed within the business portion of City Council agendas as-needed; be conducted at specified times prior to the start of business of City Council meetings. Based upon input received from Council members and members of the public, the scheduling of "Closed Sessions" shall remain unchanged.

ALTERNATIVES

The City Council may vote to adopt the attached Ordinance which would change the current scheduled start of all regular meetings from 5:45 p.m. to a scheduled start time of 6:00 p.m. on 1st and 3rd Tuesdays and a scheduled start time of 3:00 p.m. on 2nd and 4th Tuesdays, or leave the schedule as currently adopted.

Should the City Council adopt the attached Ordinance, resolutions amending the start times of the City's other legislative bodies (i.e. Housing Development Commission, Public Finance Authority, Gaming commission, UCDC and successor Agency) so as to correspond with the alternating start times for Council meetings will be brought before those respective agencies for consideration and adoption. These agencies meeting start times will commence subsequent to City Council meetings.

FISCAL IMPACT

Potential savings may be realized in circumstances where hourly City employees and City-retained consultants and contractors, who may be needed at a Council meeting, can be scheduled to attend during regular business hours (i.e. afternoon Council meetings).

RECOMMENDATION

Council has requested that this proposed Ordinance be presented for consideration and action.

CRAIG J. CORNWELL
CITY ATTORNEY

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON
AMENDING SECTION 2-1.2 OF CHAPTER II OF THE COMPTON
MUNICIPAL CODE (REGULAR MEETINGS; ADJOURNMENT).

WHEREAS, Section 603 of the Compton City Charter provides that the City Council shall set the time for City Council regular meetings to be held by ordinance or resolution; and

WHEREAS, the City Council desires to set alternating start times for the regular meetings of the Council so that members of the public who desire to attend and/or participate in the governance of their community may have a choice as to whether they desire or find it more convenient to attend in the afternoon or the evening; and

WHEREAS, the changes stated below may provide better service to the citizens of Compton.

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

Section 1. That Section 2-1.2 (Regular Meetings; Adjournment) of Chapter II of the Compton Municipal Code is hereby amended in its entirety to read as follows:

2-1.2 Regular Meetings; Adjournment. Regular meetings of the City Council shall be held on the first four (4) Tuesdays of each month. The regular meetings held on the first (1st) and third (3rd) Tuesdays of each month shall be scheduled to begin at 6:00 p.m. The regular meetings held on the second (2nd) and fourth (4th) Tuesdays of each month shall be scheduled to begin at 3:00 p.m. Those regular meetings falling on days of primary or general municipal elections shall be held the next succeeding business day at the same hour and place. (For the purposes of clarification, the exception specified in the preceding sentence shall not constitute a City holiday). Regular meetings may be adjourned or re-adjourned to a date certain, which date shall be specified in the order of adjournment, and when so adjourned, each adjourned meeting shall be a regular meeting for all purposes.

Section 2. That if any provision of this Ordinance is determined by any court of competent jurisdiction to be unconstitutional or otherwise invalid, such invalidity shall not affect the remaining provision of this Ordinance which can be implemented without the invalid provisions, and, to this end, the provisions of this Ordinance are declared to be severable.

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, including the Los Angeles County Sheriff's Department, Compton Station.

Section 4. That this Ordinance shall take effect thirty (30) days after its adoption.

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Section 5. 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 _____, 2014.

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, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on ____ day of _____, 2014.

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 SECTION 2-1.2 OF CHAPTER II OF THE COMPTON MUNICIPAL CODE (REGULAR MEETINGS; ADJOURNMENT)

<ManagersName>

DEPARTMENT MANAGER’S SIGNATURE

<ManagersDate>

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.

February 18, 2014

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY ATTORNEY

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING A REWARD FOR INFORMATION LEADING TO THE
IDENTITY, APPREHENSION AND CONVICTION OF ANY PERSON
RESPONSIBLE FOR THE DEATH OF TAURUSON MCMILLAN.**

SUMMARY

City Council has requested that a resolution be brought for consideration that will authorize a reward in the amount of Ten Thousand Dollars (\$10,000) for information leading to the identification, apprehension and conviction of the person or persons responsible for the death of Tauruson McMillan (McMillan).

BACKGROUND

McMillan was a 34-year old resident of Cerritos, California, with relatives in the City of Compton. He worked for the City of Pasadena with ambition of working in the fire prevention industry. On January 4, 2014, after visiting the home of a Compton resident, McMillan drove northbound on Wilmington Avenue in a red Chevrolet Monte Carlo SS. While at the intersection of Wilmington Avenue and Cressey Street, gunshots were fired into McMillan's vehicle at approximately 6:39 p.m., resulting in the death of McMillan.

McMillan had no known gang affiliation or criminal history. He was an innocent victim of a random act of gang violence.

STATEMENT OF THE ISSUE

Pursuant to Section 7-18 of the Compton Municipal Code, the City Council may authorize the offer of a reward for information leading to the determination of the identity of, and the apprehension and conviction of any person whose willful misconduct results in injury or death to any person.

It is believed that there are witnesses to this incident. Offering a reward may often encourage the public's cooperation necessary to apprehend those who have committed serious offenses.

ALTERNATIVE

Alternatively, City Council can elect not to adopt this Resolution.

#6.

Staff Report – Resolution Authorizing Reward
Murder of Tauruson McMillian
February 18, 2014, page 2

FISCAL IMPACT

The fiscal impact is in the amount of Ten Thousand Dollars (\$10,000.00).

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

CRAIG J. CORNWELL
CITY ATTORNEY

Resolution No. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING A REWARD FOR INFORMATION LEADING TO THE IDENTITY, APPREHENSION AND CONVICTION OF ANY PERSON RESPONSIBLE FOR THE DEATH OF TAURUSON MCMILLAN.

WHEREAS, Tauruson McMillan (McMillan), age 34, was a resident of Cerritos, California, who was gainfully employed by the City of Pasadena with the ambitions of working in the fire prevention industry; and

WHEREAS, McMillan had family members who reside in the City of Compton; and

WHEREAS, on January 4, 2014, McMillan visited the home of a Compton resident to check on her well-being and after ending the visit, McMillan drove northbound on Wilmington Avenue in a red Chevrolet Monte Carlo SS; and

WHEREAS, on January 4, 2014, at the intersection of Wilmington Avenue and Cressey Street gunshots were fired into McMillan's vehicle at approximately 6:39 p.m., resulting in the death of McMillan; and

WHEREAS, McMillan had no known gang affiliation or criminal history related to this incident and was an innocent victim of a random act of gang violence; and

WHEREAS, pursuant to Section 7-18 of the Compton Municipal Code, the City Council may authorize the offer of a reward for information leading to the determination of the identity of, and the apprehension and conviction of any person whose willful misconduct results in injury or death to any person; and

WHEREAS, it is believed that there are witnesses to this incident and the offering a reward may often encourage the public's cooperation necessary to apprehend those who have committed serious offenses.

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

Section 1. That the City Council hereby authorizes the offering of a reward in the amount of Ten Thousand Dollars (\$10,000.00) for information leading to the identification, apprehension and conviction of the person or persons responsible for the death of Tauruson McMillan.

Section 2. That private donations may be added to City funds to increase the size of this reward offer.

Section 3. That any claim for this reward shall follow the procedure set forth in Compton Municipal Code Section 7-18.

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

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

ADOPTED this ____ day of _____, 2014.

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 duly adopted by the City Council, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on ____ day of _____, 2014.

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

AYES: COUNCIL MEMBER –
NOES: COUNCIL MEMBER –
ABSENT: COUNCIL MEMBER –
ABSTAIN: COUNCIL MEMBER –

CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: City Clerk

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING A REWARD FOR INFORMATION LEADING TO THE IDENTITY, APPREHENSION AND CONVICTION OF ANY PERSON RESPONSIBLE FOR THE DEATH OF TAURUSON MCMILLAN

<ManagersName>
DEPARTMENT MANAGER’S SIGNATURE

<ManagersDate>
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.

FEBRUARY 18, 2014

TO: MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON SUPPORTING SENATE BILL 921 (WRIGHT) TO RETURN TAXPAYER APPROVED LEVY FUNDS TO THE INTENDED FUND PURPOSES.

SUMMARY

At its meeting of January 28, 2014, the Council approved a Resolution directing the City Manager to work with the City's legislative consultant, Strategic Counsel PLC, in seeking a legislative remedy to the diversion of revenues from a voter-approved tax levy. This report seeks Council approval of a resolution of support and sponsorship to be sent to the California State Senate, and other jurisdictions as necessary, to gain support and to secure passage of Senate Bill 921 (Wright), the remedial legislation.

BACKGROUND

In 1947, the voters of Compton, by a two-third margin, approved a proposition to amend their City Charter to allow the City to enter into a contract with the State Employees' Retirement System and to levy a tax "sufficient to meet all obligations of the City to the State Employees' Retirement System" due and unpaid or to become due during the ensuing fiscal year.

In 1971, the City of Compton designated its first Redevelopment Project Area. As this and subsequent Redevelopment Project Areas were formed, the Pension Levy proceeds were counted as tax increment and were used for Redevelopment projects due to Article 16, Chapter 16 of the California Constitution.

STATEMENT OF THE ISSUE

The designation of Redevelopment Project Areas in Compton led to pension levy funds being used for other than their original purpose. In the years from 1982-2011 more than \$140,000,000 in pension levy funding went to the Redevelopment Agency and not for its original purpose. Property tax revenues generated in the City's General Area were sufficient to fund the City's Retirement Account without the tax increment generated in the Redevelopment Project areas. However, the City's pension expenditures now require the additional money generated from the pension levy in the Redevelopment Project Areas.

#7.

Staff Report re Retirement Pension
Levy Legislation Support
February 18, 2014

Revenue generated from the voter-approved special tax should not be used for any other purpose. Utilizing the revenue for another purpose violates the voter's intent in originally approving the parcel levy in 1947. However, the aforementioned California law allows the levy tax in redevelopment areas to be treated as redevelopment funds, even if the revenues are not needed to pay Redevelopment Bond obligations.

FINANCIAL IMPACT

Without all revenue generated from the pension levy (General Area and Redevelopment Area), the Retirement Account will have a deficit of \$3,000,000 or more per year, beginning this fiscal year. The deficit in this year's pension levy proceeds will be absorbed by use of the current \$14,000,000 fund balance.

The Retirement Account fund balance may be able to support the annual shortfalls for more than five years, assuming the City does not experience dramatic rate increases. However, the choices beyond that period would involve increasing the taxpayer burden, or asking the City's employees to share a cost that the voters have already guaranteed in perpetuity.

RECOMMENDATION

Staff recommends that the Council adopt the attached Resolution of support and sponsorship of SB 921 and direct the City Manager to work with the Mayor, the legislative consultant, and other jurisdictions as necessary to gain support and to secure passage of this remedy to the diversion of Pension Levy proceeds.

G. HAROLD DUFFEY
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON SUPPORTING SENATE BILL 921 (WRIGHT) TO RETURN TAXPAYER APPROVED LEVY FUNDS TO THE INTENDED FUND PURPOSES.

WHEREAS, SB 921 (Wright) clarifies that revenue generated from a voter-approved override levy, enacted to pay for City employee pension benefits, in a former Redevelopment Area, will – after meeting outstanding redevelopment debt obligations – be returned to the taxing agency for its original purpose; and

WHEREAS, SB 921 bill will ensure that the voters' intent, in enacting an override levy dedicated to a specific purpose, will be used for that purpose; and

WHEREAS, the Legislature, through AB 1X 26 (Blumenfield), Statutes of 2011, approved the dissolution of California's 400 plus Redevelopment Agencies; and

WHEREAS, as an unintended consequence of the Redevelopment Agency dissolution process, revenues generated by voter-approved override tax levies in former Redevelopment Areas are inadvertently being captured and redistributed to all of the taxing agencies within a former Redevelopment Area; and

WHEREAS, as part of this ongoing dissolution process, property tax revenues generated in former Redevelopment Areas are used to meet debt obligations of Successor Agencies designated to oversee the clean-up process; and these obligations include principal and interest payments on Redevelopment Bonds, pass-through payments to local governments, and other obligations; and

WHEREAS, to meet these obligations, each County Auditor-Controller collects the tax increment revenue generated in the former Redevelopment Areas; and

WHEREAS, this tax increment – the difference in property value from when a redevelopment area was first established (the base year) and today's current market value – is collected and deposited into a County Redevelopment Property Tax Trust Fund (RPTTF); and

WHEREAS, after meeting the existing obligations incurred by former Redevelopment Agencies, any excess funds remaining in the RPTTF are distributed to all of the taxing agencies within each former Redevelopment Area in proportion to each agency's share of property tax revenue in that tax area for that fiscal year; and

WHEREAS, as required by law, revenue generated by these override levies is included in the tax increment sent to a County's RPTTF to meet the debt obligations of former Redevelopment Agencies. And, as part of the RPTTF account, this levy-generated revenue is included in the excess funds being distributed to the taxing agencies within a former Redevelopment Area; and

WHEREAS, as a consequence, funds levied for specific voter-approved indebtedness are being allocated to other agencies, and not for the purpose that voters originally intended; and

WHEREAS, the voters of the City of Compton approved a proposition in 1947, by a two-thirds margin, to enable the City to enter into a contract with the State Employees' Retirement System and to levy a tax "sufficient to meet all obligations of the City to the State Employees' Retirement System, thus ensuring that the City's Retirement Account would be fully funded; and

WHEREAS, currently revenue generated by Compton's override tax levy (Pension Levy) in the City's former Redevelopment Areas – nearly a third of the overall revenue generated by the levy – is classified as tax increment and sent to the Los Angeles County RPTTF to meet Compton's Redevelopment Debt obligations; and

WHEREAS, without all revenue generated by the City's Pension Levy, the Retirement Account will begin running a deficit of \$3,000,000 beginning this fiscal year; and

WHEREAS, SB 921 would implement the voters' intent, while rectifying an unintended consequence of the dissolution of Redevelopment Agencies, by clarifying that all proceeds generated by a voter-approved override levy, not needed to pay principal and interest obligations for Redevelopment Bonds, "shall be allocated to, and when collected shall be paid into, the fund of that taxing agency" to be used for its original purpose; and

WHEREAS, SB 921, by allocating funds generated by a voter-approved override levy to its original purpose before excess funds in the RPTTF are distributed to eligible taxing agencies within the former Redevelopment Area, the voter intent is preserved and the funding generated by local taxpayers achieves the goals of the enacting voters; and

WHEREAS, because there are at least twelve cities in Los Angeles County, as well as others across California, with similar voter-approved override tax levies that will lose their pension support revenue to the redistribution of excess tax revenue from former Redevelopment Areas without this legislation and as a result, by engaging in the effort to enact SB 921, the City would be leading and effort to meet a public policy challenge with statewide implications; and

WHEREAS, keeping its promise to provide pension benefits to its employees is a very high priority for all elected and appointed city officials.

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

SECTION 1. That the Mayor and Compton City Council support SB 921 (Wright) and will engage in the legislative process as its "sponsor," and work to generate support for it from among other cities.

SECTION 2. That the City Council directs City staff and the City's legislative consultants to engage in all the necessary steps and activities to enable the State Legislature to enact SB 921 and to work with other affected cities and communities to develop a broad coalition to support it.

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

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

ADOPTED this _____ day of _____, 2014.

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 the regular meeting thereof held on the _____ day of _____, 2014.

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

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

CITY CLERK OF THE CITY OF COMPTON

February 12, 2014

The Honorable Roderick Wright
California State Senate
State Capitol, Room 2032
Sacramento, CA 95814

Re: SB 921 (Wright) Voter-Approved Pension Override Levies
SPONSOR – SUPPORT

Dear Senator Wright:

The City of Compton is in strong **SUPPORT** of SB 921 (Wright) which clarifies that revenue generated from a voter-approved override levy, enacted to pay for City employee pension benefits, in a former Redevelopment Area, will – after meeting outstanding redevelopment debt obligations – be returned to the taxing agency for its original purpose.

This measure is important to the City of Compton and we appreciate your bringing it forward. The City of Compton is proud to be the sponsor of this legislation which preserves pension benefits for City employees and enforces the will of the voters.

In 1947, the voters of the City of Compton approved a ballot proposition -- by a two-thirds margin -- authorizing the City to enter into a contract with the State Employees' Retirement System.

However, the State Legislature's dissolution of California's 400 plus Redevelopment Agencies, as enacted in AB 1X 26 (Blumenfield), Statutes of 2011, has unintentionally created a pension funding crisis in municipalities, like ours, that fund their pensions through voter-approved pension override levies. Millions of dollars generated by these pension override levies in former Redevelopment Areas are being captured and redistributed to all of the taxing agencies within former Redevelopment Areas.

#7.

As required by law, revenue generated by these override levies is included in tax increment – the difference in property value from when a redevelopment area was first established (the base year) and today’s current market value – sent to a County’s Redevelopment Property Tax Trust Fund (RPTTF) to meet the debt obligations of former Redevelopment Agencies. As part of the RPTTF account, this levy-generated revenue is included in the excess funds distributed to the taxing agencies within a former Redevelopment Area after meeting a Successor Agency’s outstanding redevelopment debt obligations. As a consequence, funds levied for specific voter-approved indebtedness are being allocated to other agencies and not for the purpose voters originally intended.

If a municipality cannot make their required pension payments to the California Public Employee Retirement System (CalPERS), for any reason, including, as a result of the reallocation of override levy revenue to a County RPTTF, then they must backfill the loss using General Fund Revenue.

In Compton, nearly \$7.2 million of revenue is generated by our pension override tax levy in the City’s former Redevelopment Areas – nearly a third of the overall revenue generated by the levy – and classified as tax increment and sent to the Los Angeles County RPTTF to meet our Redevelopment Debt obligations. Without all of the revenue generated by the City’s Pension Levy, the Retirement Account will begin running a deficit of \$3,000,000 a year beginning this fiscal year.

As a fiscal matter, the City of Compton generates sufficient revenue to meet its principal and interest obligations on bonded indebtedness without the revenue generated by the Pension Levy in the Redevelopment Project Area. Since the revenue generated by the Pension Levy is not needed to meet the City’s bond obligations, these funds are distributed to other taxing agencies within the City’s former Redevelopment Area as excess RPTTF funds. This process clearly runs counter to the voters’ original intent and threatens to impact critical municipal services.

This places cities, such as Compton, in danger of breaking commitments made to their employees. This issue is not isolated to Compton.

There are twelve cities in Los Angeles County, as well as others in Orange County and across California, with similar voter-approved override tax levies that could lose part of their pension support revenue to the redistribution of excess tax revenue from former Redevelopment Areas without this legislation.

SB 921 implements the voters' intent to tax themselves to provide pension and retirement benefits to our City's employees. It clarifies that all proceeds generated by a voter-approved override levy, not needed to pay principal and interest obligations for Redevelopment Bonds, "shall be allocated to, and when collected shall be paid into, the fund of that taxing agency" to be used for its original purpose.

This ensures that a city's redevelopment debt obligations are met; preserving a municipality's credit rating, while still ensuring that funding generated by local taxpayers achieves the goals of the enacting voters.

SB 921 is critical to preserving our voters' intent in ensuring that revenue levied to pay for employee pension benefits is used for that purpose. We strongly "support" SB 921 and urge your colleagues to vote "aye" when this measure comes before them.

Sincerely,

Aja Brown, Mayor
City of Compton

cc: Senator Darrell Steinberg, Senate President pro Tempore, Chair
Senate Rules Committee

Assembly Member Isadore Hall III, 64th District
Michael Cohen, Director, Department of Finance
Compton City Council
G. Harold Duffey, City Manager, City of Compton

SENATE BILL

No. 921

Introduced by Senator Wright

January 28, 2014

An act to amend Section 34183 of the Health and Safety Code, relating to local government, and declaring the urgency thereof, to take effect immediately.

LEGISLATIVE COUNSEL'S DIGEST

SB 921, as introduced, Wright. Local government: redevelopment: revenues from property tax override rates.

Existing law requires, from February 1, 2012, to July 1, 2012, and for each fiscal year thereafter, the county auditor-controller, after deducting administrative costs, to allocate property tax revenues in each Redevelopment Property Tax Trust Fund first to each local agency and school entity, as provided. Existing law requires certain revenues attributable to a tax rate levied by a taxing entity for the purpose of producing revenues in an amount sufficient to make annual repayments of the principal of, and the interest on, any bonded indebtedness for the acquisition or improvement of real property to instead be allocated to, and when collected to be paid into, the fund of that taxing entity.

This bill would clarify that any revenues derived from the imposition of a property tax rate, approved by the voters before January 1, 1948, to make payments in support of pension programs and levied in addition to the general property tax rate, be allocated to, and when collected be paid into, the fund of that taxing entity.

This bill would declare that it is to take effect immediately as an urgency statute.

Vote: $\frac{2}{3}$. Appropriation: no. Fiscal committee: no.
State-mandated local program: no.

The people of the State of California do enact as follows:

SECTION 1. Section 34183 of the Health and Safety Code is amended to read:

34183. (a) Notwithstanding any other law, from February 1, 2012, to July 1, 2012, and for each fiscal year thereafter, the county auditor-controller shall, after deducting administrative costs allowed under Section 34182 and Section 95.3 of the Revenue and Taxation Code, allocate moneys in each Redevelopment Property Tax Trust Fund as follows:

(1) Subject to any prior deductions required by subdivision (b), first, the county auditor-controller shall remit from the Redevelopment Property Tax Trust Fund to each local agency and school entity an amount of property tax revenues in an amount equal to that which would have been received under Section 33401, 33492.140, 33607, 33607.5, 33607.7, or 33676, as those sections read on January 1, 2011, or pursuant to any passthrough agreement between a redevelopment agency and a taxing entity that was entered into prior to January 1, 1994, that would be in force during that fiscal year, had the redevelopment agency existed at that time. The amount of the payments made pursuant to this paragraph shall be calculated solely on the basis of passthrough payment obligations, existing prior to the effective date of this part and continuing as obligations of successor entities, shall occur no later than May 16, 2012, and no later than June 1, 2012, and each January 2 and June 1 thereafter. Notwithstanding subdivision (e) of Section 33670, that portion of the taxes in excess of the amount identified in subdivision (a) of Section 33670, which are attributable to a tax rate levied by a taxing entity for the purpose of producing revenues in an amount sufficient to make annual repayments of the principal of, and the interest on, any bonded indebtedness for the acquisition or improvement of real property shall be allocated to, and when collected shall be paid into, the fund of that taxing entity. *Notwithstanding any other law, any revenues derived from the imposition of a property tax rate, approved by the voters before January 1, 1948, to make payments in support of pension programs and levied in addition to the property tax role limited by subdivision (a) of Section 1 of Article XIII A of the California Constitution, shall be allocated to, and when collected shall be paid into, the fund of that taxing entity.*

1 The amount of passthrough payments computed pursuant to this
2 section, including any passthrough agreements, shall be computed
3 as though the requirement to set aside funds for the Low and
4 Moderate Income Housing Fund was still in effect.

5 (2) Second, on June 1, 2012, and each January 2 and June 1
6 thereafter, to each successor agency for payments listed in its
7 Recognized Obligation Payment Schedule for the six-month fiscal
8 period beginning January 1, 2012, and July 1, 2012, and each
9 January 2 and June 1 thereafter, in the following order of priority:

10 (A) Debt service payments scheduled to be made for tax
11 allocation bonds.

12 (B) Payments scheduled to be made on revenue bonds, but only
13 to the extent the revenues pledged for them are insufficient to make
14 the payments and only if the agency's tax increment revenues were
15 also pledged for the repayment of the bonds.

16 (C) Payments scheduled for other debts and obligations listed
17 in the Recognized Obligation Payment Schedule that are required
18 to be paid from former tax increment revenue.

19 (3) Third, on June 1, 2012, and each January 2 and June 1
20 thereafter, to each successor agency for the administrative cost
21 allowance, as defined in Section 34171, for administrative costs
22 set forth in an approved administrative budget for those payments
23 required to be paid from former tax increment revenues.

24 (4) Fourth, on June 1, 2012, and each January 2 and June 1
25 thereafter, any moneys remaining in the Redevelopment Property
26 Tax Trust Fund after the payments and transfers authorized by
27 paragraphs (1) to (3), inclusive, shall be distributed to local
28 agencies and school entities in accordance with Section 34188.

29 (b) If the successor agency reports, no later than April 1, 2012,
30 and May 1, 2012, and each December 1 and May 1 thereafter, to
31 the county auditor-controller that the total amount available to the
32 successor agency from the Redevelopment Property Tax Trust
33 Fund allocation to that successor agency's Redevelopment
34 Obligation Retirement Fund, from other funds transferred from
35 each redevelopment agency, and from funds that have or will
36 become available through asset sales and all redevelopment
37 operations, are insufficient to fund the payments required by
38 paragraphs (1) to (3), inclusive, of subdivision (a) in the next
39 six-month fiscal period, the county auditor-controller shall notify
40 the Controller and the Department of Finance no later than 10 days

1 from the date of that notification. The county auditor-controller
2 shall verify whether the successor agency will have sufficient funds
3 from which to service debts according to the Recognized
4 Obligation Payment Schedule and shall report the findings to the
5 Controller. If the Controller concurs that there are insufficient
6 funds to pay required debt service, the amount of the deficiency
7 shall be deducted first from the amount remaining to be distributed
8 to taxing entities pursuant to paragraph (4) *of subdivision (a)*, and
9 if that amount is exhausted, from amounts available for distribution
10 for administrative costs in paragraph (3) *of subdivision (a)*. If an
11 agency, pursuant to the provisions of Section 33492.15, 33492.72,
12 33607.5, 33671.5, 33681.15, or 33688 or as expressly provided in
13 a passthrough agreement entered into pursuant to Section 33401,
14 made passthrough payment obligations subordinate to debt service
15 payments required for enforceable obligations, funds for servicing
16 bond debt may be deducted from the amounts for passthrough
17 payments under paragraph (1), as provided in those sections, but
18 only to the extent that the amounts remaining to be distributed to
19 taxing entities pursuant to paragraph (4) *of subdivision (a)* and the
20 amounts available for distribution for administrative costs in
21 paragraph (3) *of subdivision (a)* have all been exhausted.

22 (c) The county treasurer may loan any funds from the county
23 treasury to the Redevelopment Property Tax Trust Fund of the
24 successor agency for the purpose of paying an item approved on
25 the Recognized Obligation Payment Schedule at the request of the
26 Department of Finance that are necessary to ensure prompt
27 payments of redevelopment agency debts. An enforceable
28 obligation is created for repayment of those loans.

29 (d) The Controller may recover the costs of audit and oversight
30 required under this part from the Redevelopment Property Tax
31 Trust Fund by presenting an invoice therefor to the county
32 auditor-controller who shall set aside sufficient funds for and
33 disburse the claimed amounts prior to making the next distributions
34 to the taxing entities pursuant to Section 34188. Subject to the
35 approval of the Director of Finance, the budget of the Controller
36 may be augmented to reflect the reimbursement, pursuant to
37 Section 28.00 of the Budget Act.

38 (e) Within 10 days of each distribution of property tax, the
39 county auditor-controller shall provide a report to the department
40 regarding the distribution for each successor agency that includes

1 information on the total available for allocation, the passthrough
2 amounts and how they were calculated, the amounts distributed
3 to successor agencies, and the amounts distributed to taxing entities
4 in a manner and form specified by the department. This reporting
5 requirement shall also apply to distributions required under
6 subdivision (b) of Section 34183.5.

7 SEC. 2. This act is an urgency statute necessary for the
8 immediate preservation of the public peace, health, or safety within
9 the meaning of Article IV of the Constitution and shall go into
10 immediate effect. The facts constituting the necessity are:

11 In order to avoid underfunded public retirement systems, it is
12 necessary that this act take effect immediately.

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Human Resources

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON SUPPORTING SENATE BILL 921 (WRIGHT), TO RETURN TAXPAYER APPROVED LEVY FUNDS TO THE INTENDED FUND PURPOSES.

Kelly Montgomery
DEPARTMENT MANAGER’S SIGNATURE

2/13/2014 12:49:50 PM
DATE

REVIEW / APPROVAL

<LegalName>
CITY ATTORNEY

<LegalDate>
DATE

Stephen Ajobiewe
CITY CONTROLLER

2/13/2014 1:02:44 PM
DATE

Kelly Montgomery
CITY MANAGER

2/13/2014 12:51:11 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.

February 18, 2014

TO: MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON OPPOSING AB 820 (GOMEZ), WHICH REPEALS PROVISIONS OF EXISTING LAW AUTHORIZING A GAMBLING ESTABLISHMENT TO WAIVE THE COLLECTION OF FEES.

SUMMARY

The Council will consider approving a resolution opposing Assembly Bill 820 (Gomez), which repeals provisions of existing law authorizing a gambling establishment to waive the collection of fees. This measure would weaken the ability of Compton's only card room, the Crystal Casino, to compete with other wagering activities and would limit the way revenue they generate can help the Compton community.

BACKGROUND

The Council considered this legislation in the last legislative session and passed a resolution voicing its opposition to the bill. The bill was not acted upon last year, but is still in the Governmental Organization Committee and is expected to re-emerge this legislative session.

STATEMENT OF THE ISSUE

If signed into law, the bill would place card rooms, like the Crystal Casino, at a competitive disadvantage with other businesses (like tribal casinos) in the local wagering industry, and, thus, harm the Compton community. Crystal Casino provides significant revenues to the City of Compton, about \$950,000 this fiscal year alone. The revenue received from their operations is clearly key to the improvements in quality of life the Council and the community wants to see.

FINANCIAL IMPACT

As the Compton community emerges from difficult economic times and begins growth anew, it is imperative that the City maintain local jobs and tax revenues. The passage of AB 820 would have a negative impact on a key source of revenue for the City, and would hinder the City's ability to provide improved services to its residents at a critical time in its growth and progress.

#8.

Staff Report re AB 820 Regarding Gambling Fee
February 18, 2014

RECOMMENDATION

Staff recommends that the Council adopt the attached Resolution opposing the legislation and direct the City Manager to forward the Mayor's letter of opposition to the Chair of the Senate Governmental Organization Committee.

**G. HAROLD DUFFEY
CITY MANAGER**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON OPPOSING AB 820 (GOMEZ), WHICH REPEALS PROVISIONS OF EXISTING LAW AUTHORIZING A GAMBLING ESTABLISHMENT TO WAIVE THE COLLECTION OF FEES.

WHEREAS, In the 2012-13 legislative session the Compton City Council provided to the chair of the Senate Governmental Organization Committee a letter of opposition to Assembly Bill 820 (Gomez); and

WHEREAS, Assembly Bill 820 was not acted upon in the 2012-13 legislative session; and

WHEREAS, Assembly Bill 820 is expected to re-emerge in the 2013-14 legislative session; and

WHEREAS, this measure would weaken the ability of Compton’s only card room, the Crystal Casino, to compete with other wagering activities and would limit the way revenue they generate can help the Compton community; and

WHEREAS, If signed into law, this bill would place card rooms, like the Crystal Casino, at a competitive disadvantage with other businesses (like tribal casinos) in the local wagering industry; and

WHEREAS, Crystal Casino provides significant revenues to the City of Compton, about \$950,000 this fiscal year; and

WHEREAS, the revenue received from the Crystal Casino is clearly key to the improvements in quality of life the Council and the community want to see.

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

SECTION 1. That the Council adopts this Resolution opposing Assembly Bill 820.

SECTION 2. The City Manager is directed to forward the Mayor’s letter of opposition to the Chair of the Senate Governmental Organization Committee.

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

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

ADOPTED this _____ day of _____, 2014.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor, and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2014.

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

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Human Resources

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON OPPOSING AB 820 (GOMEZ), WHICH REPEALS PROVISIONS OF EXISTING LAW AUTHORIZING A GAMBLING ESTABLISHMENT TO WAIVE THE COLLECTION OF FEES.

Kelly Montgomery
DEPARTMENT MANAGER’S SIGNATURE

2/13/2014 12:47:19 PM
DATE

REVIEW / APPROVAL

<LegalName>
CITY ATTORNEY

<LegalDate>
DATE

Stephen Ajobiewe
CITY CONTROLLER

2/13/2014 1:01:43 PM
DATE

Kelly Montgomery
CITY MANAGER

2/13/2014 12:50:18 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.

