

NOTICE

COMPTON CITY COUNCIL AGENDA Tuesday, February 25, 2014 5:45 PM

HEARING(S)

OPENING

ROLL CALL

INTRODUCTION OF SPECIAL GUESTS

COMMENDATORY RESOLUTIONS/PRESENTATIONS

1. RECOGNITION PRESENTATIONS:
COMPTON FIRE DEPARTMENT - (OUTSTANDING SERVICE)
ERNEST MITCHELL, JR. (FEMAS) U.S. Fire Administrator
TRAVONT D. WHITE, (First Black Captain- Burbank Fire Department)
2. POWER POINT PRESENTATION - DEVELOPMENT IMPACT FEES
(Planning Department)

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

3. FEBRUARY 11, 2014

REPORTS OF OFFICERS AND COMMISSIONS

CITY MANAGER/CITY ATTORNEY/CITY TREASURER REPORTS

4. CLAIMS AGAINST THE CITY
Derron Goodin v. City of Compton (I-8632/LI0000321A)
Imelda Capacho-Perez v. City of Compton (I-8633/LI0000322A)
(Deny Claims)

END CONSENT AGENDA

REGULAR AGENDA

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

CITY MANAGER'S REPORT

CITY ATTORNEY'S REPORTS

UNFINISHED 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) (Second Reading)

NEW BUSINESS

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH WILL DAN FINANCIAL SERVICES FOR THE PREPARATION OF A DEVELOPMENT IMPACT FEE ANALYSIS IN THE AMOUNT OF \$62,260.00.
7. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING CHAPTER 30 (ZONING CODE) OF THE COMPTON MUNICIPAL CODE BY ADDING SECTION 30-48 TO ESTABLISH REGULATIONS FOR UNATTENDED DONATION BOXES IN THE CITY (First Reading)
8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ADMINISTER AND FUND A COMPREHENSIVE YOUTH TRAINING PROGRAM FOR FISCAL YEAR 2013-2014

APPROVAL OF WARRANTS

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: Tuesday, March 04, 2014 @ 5:45 PM.

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

FEBRUARY 11, 2014

The City Council meeting was called to order at 7:08 p.m. in the Council Chambers of City Hall by Mayor Aja Brown.

ROLL CALL

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

Council Members Absent: None

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

COMMENDATORY RESOLUTIONS/PRESENTATIONS

1. POWERPOINT PRESENTATION - "CITY-WIDE CAMERA PROJECT UPDATE"
(Fire/Sheriff Department)

Sergeant Vince Plair, Compton Sheriffs' Station, offered a historical perspective on the City-wide camera project, the Advanced Surveillance and Protection (ASAP) Phases I, II, and III, proposed camera locations, and the goals of the Sheriffs' Department.

Mayor Brown recommended an additional License Plate Recognition (LPR) camera at the intersection of Wilmington and Artesia Boulevard and a shot spotter.

Councilperson Zurita asked the Fire Chief if any cameras were purchased.

Fire Chief Thompson replied affirmatively noting that some cameras are already in use at local parks, the Gateway Towne Center and Alondra Boulevard. Likewise, LPR cameras were purchased in December 2013.

Councilperson Arceneaux stated that she believed the shot spotter was already in use.

Fire Chief Thompson clarified that a presentation was made some years ago but the item was not approved.

Mayor Brown maintained that she was looking forward to continued progress and the significant impact that this expenditure will have on the City.

2. POWERPOINT PRESENTATION - 20 YEAR DEFICIT REPAYMENT PLAN -
(Resolution #23,447)

City Manager Duffey offered a presentation on the City's amortization schedule.

Discussions were held regarding the proposed interest rate and previous year's audits and costs.

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Thomasina Johnson, Compton resident, articulated her feelings regarding the City's camera surveillance system.

Mike Madani, Compton resident, complained about the maintenance of the City's parks.

Councilperson Galvan clarified that Cesar Chavez Park is one of the nicest parks in the City of Compton.

Bishop Guillory, former Compton resident, paid homage to former City Attorney Legrand Clegg and Attorney Maxcy Filer on behalf of Black History Month.

#3.

Benjamin Holifield, Compton resident, paid homage to Dr. Rose Miller and Douglas Dollarhide on behalf of Black History Month. He also asked that the park on Greenleaf Boulevard be illuminated and that the City consider using the Heritage House property for paid parking.

Lorraine Cervantes, Compton resident, inquired about why the City is buying or selling the property at 450 West Raymond Street. She also questioned how the City would guarantee the establishment of the proposed payment plan so that new and incoming elected officials and city managers cannot change it. Furthermore, she asked why the City is paying to remodel the Compton Sheriffs' Station.

City Manager Duffey stated that any proposals to undo the actions in Resolution #23,447 would have to be done in resolution form; in addition, the City is paying for the renovation and dispatch center for the Compton Sheriffs' Station as part of the City's initial allocation of Lease Revenue Bond project funding.

Muhammad Martinez, member of the Latino Chamber of Commerce and Latino Political Action Committee, announced the first Black and Chicano owned radio station KTG 860AM. He urged the elected officials to work harmoniously together because they have the potential to be a model city for the nation. He went on to request the status of the millions of dollars allocated to the City to tear down the Rosecrans Bridge.

Chairperson Brown stated that she has followed up with the funding source and will provide an update to the citizens at a later date.

Maria Villa Real, Compton resident, invited the citizens of Compton to become members of the Latino Chamber of Commerce in an effort to participate in elections and monthly meetings. She asked that the inward fighting stop and held that it will continue until the Mayor and City Council publicly recognizes the Latino Chamber of Commerce.

Mayor Brown stated that at this time there is only one chamber that the City of Compton recognizes and that is the Compton Chamber of Commerce.

Councilperson Galvan voiced a concern for the in-fighting and asked that the City Manager monitor the activities of the Latino Chamber of Commerce.

Charles Strickland, Compton resident, proposed that the City Council establish rules and regulations for audience members in the Council Chambers to ensure that everyone has an enjoyable experience.

Joyce Kelly, Compton resident, requested the amount of money given to the Sheriffs' Youth Athletic League (Y.A.L.). She also commented on the payment of Lease Revenue Bonds through property taxes, the renovation of the Compton Sheriffs' Station and the importance of checks and balances in municipal government.

Sharon Johnson, Compton 125 Committee, thanked the City Council for their continued support of the Compton 125 Committee. She announced that the last bus tour would be held Saturday, February 22, 2014 from 11 a.m. to 4 p.m. To make a reservation for the bus tours please call (323) 777-7833. Tour bus donations are \$1.25.

Lynn Boone, Compton resident, stated that some of the residents are probably questioning the Compton Sheriffs' Station renovations because the City Manager had previously proposed the sale of the facility in last year's budget. She also mentioned that she has a court date in September 24, 2014 for slander which is why she is constantly being defamed. She asked that residents contact her at (310) 650-4301 if they have any questions regarding the statements she makes at the podium.

CONSENT AGENDA

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

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

APPROVAL OF MINUTES

3. JANUARY 28, 2014 (Approved)

CITY MANAGER/CITY ATTORNEY/CITY TREASURER REPORTS

4. MONTHLY MANAGEMENT REPORTS - NOVEMBER & DECEMBER 2013
(Received/Filed)

END CONSENT AGENDA

REGULAR AGENDA

CITY ATTORNEY'S REPORTS

CLOSED SESSION

5. CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Property: 450 W. Raymond Street, Compton, California 90220
Negotiating parties: City Attorney
Under negotiations: Price and Terms
Pursuant to California Government Code Section 54956.8

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 regarding the marijuana dispensaries.

City Attorney Cornwell reported that he is a part of a taskforce with the Sheriffs' Department, code enforcement and other personnel; there is one active case in court with two other dispensaries that they believe have shut down.

UNFINISHED BUSINESS - There was no Unfinished Business.

NEW BUSINESS

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER TO THE SOUTHERN
CALIFORNIA REGIONAL RAIL AUTHORITY (SCRRA) FOR METROLINK TRAIN
PASSES

On motion by Arceneaux, seconded by Jones, **Resolution # 23,901** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER TO THE SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY (SCRRA) FOR METROLINK TRAIN PASSES**" 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

#3.

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE 2013-14 FISCAL YEAR BUDGET TO ALLOCATE LEASE REVENUE BOND FUNDS FOR THE FIRE DEPARTMENT WHICH WERE PREVIOUSLY APPROVED, EXECUTE AN AGREEMENT WITH THE COUNTY OF LOS ANGELES AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF \$700,00 FOR THE REMODEL OF THE COMPTON SHERIFF STATION DISPATCH CENTER

On motion by Arceneaux, seconded by Jones, **Resolution # 23,902** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE 2013-14 FISCAL YEAR BUDGET TO ALLOCATE LEASE REVENUE BOND FUNDS FOR THE FIRE DEPARTMENT WHICH WERE PREVIOUSLY APPROVED, EXECUTE AN AGREEMENT WITH THE COUNTY OF LOS ANGELES AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF \$700,00 FOR THE REMODEL OF THE COMPTON SHERIFF STATION DISPATCH CENTER**" 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

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE CALIFORNIA GANG REDUCTION, INTERVENTION, AND PREVENTION (CALGRIP) GRANT IN THE AMOUNT OF \$250,000 FROM THE STATE OF CALIFORNIA, BOARD OF STATE AND COMMUNITY CORRECTIONS

Councilperson Zurita requested a brief explanation on behalf of the citizens.

Mayor Brown explained that the grant will assist the City in their efforts to establish mentoring programs to address gang and human trafficking issues, job fairs, and expungement services.

On motion by Arceneaux, seconded by Jones, **Resolution # 23,903** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE CALIFORNIA GANG REDUCTION, INTERVENTION, AND PREVENTION (CALGRIP) GRANT IN THE AMOUNT OF \$250,000 FROM THE STATE OF CALIFORNIA, BOARD OF STATE AND COMMUNITY CORRECTIONS**" 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 - There were no warrants to be approved.

COUNCIL COMMENTS

Councilperson Zurita offered the following announcements/communications:

- Paid homage to Bernard Harris, the first African American to walk in space and Harry McAlpin, the first African American White House Correspondent.
- Attended the National Black AIDS Day Celebration at Carson Car Pros Kia.
- Sebbie Park Town hall meeting will be Wednesday, February 19, 2014 at 6:30 p.m. in the Council Chambers. 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. 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 through March 25, 2014 from 9 a.m. to 5 p.m. For more information please call (310) 223-0766.
- HUD Grants workshop will be held Monday, March 3, 2014 at 6 p.m. at Gonzales Park. For information call the Grants Division at (310) 605-5580.
- Thanked the City Manager for addressing her concerns for the past two years.

Councilperson Galvan offered the following announcements/communications:

- Hosted the Sheriff Lee Baca Retirement Ceremony.
- Attended Seattle Seahawks Super Bowl Champion Richard Sherman at Dominguez High School videotaping a Nike commercial.
- First Annual Shoe Drive will be held Thursday, February 13, 2014 at 10 a.m. at City Hall.

Councilperson Arceneaux offered the following announcements/communications:

- Wished Councilperson Galvan a Happy Birthday.
- Community Town Hall meeting will be held Thursday, February 13, 2014 from 6 p.m. to 7 p.m. at Burrell McDonald Park. Recognized the 156th Street Block Club members for attending.
- 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. A catered lunch and entertainment will be provided. To RSVP please call Deidra Duhart at (310) 605-5612.
- The Quarterly Compton Creek Clean Up will be held Saturday, March 4, 2014 from 8 a.m. to 12 p.m. Volunteers are asked to meet at Raymond Street Park. For more information please contact Deidra Duhart at (310) 605-5612.
- Third District Needs Assessment workshop will be held Monday, February 24, 2014 at 6 p.m. at Tucker Park to obtain citizen input on the services and programs funded by HUD. For more information call the Grants Division at (310) 605-5580.

Councilperson Jones offered the following announcements/communications:

- Valentine's Social will be held at the Dollarhide Neighborhood Center Thursday, February 13, 2014 at 12 p.m.
- Dollarhide Neighborhood Center Black History Month program will be held Friday, February 28, 2014 from 10 a.m. to 2 p.m. Food and entertainment will be provided.
- Compton College will be hosting a Black History Month program Wednesday, February 19, 2014 at 7 p.m. in the Student Lounge.
- Fourth District Community Needs Assessment meeting will be held Thursday, February 27, 2014 at 6 p.m. at Kelly Park to receive input from the residents regarding the services and programs funded by the Department of Housing and Urban Development. For more information call the Grants Division.
- **Black History Month Facts**
George Crumb invented the potato chip in 1853.
Sarah Goode invented the roll away bed in 1885; she was also the first African American woman to receive a patent.
Charles Brooks invented the street sweeper.
Garrett Morgan invented the traffic signal.

Mayor Brown offered the following announcements/communications:

- Announced that she would be speaking at the National Council of Negro Women Compton Chapter event to be held Saturday, February 15, 2014 at the Compton Library.
- Water Town Hall meeting will be held March 12, 2014 in the Council Chambers at 6 p.m.
- Community Policing Taskforce meeting will be held Thursday, February 20, 2014 at 10 a.m. in the Blue Room.
- The City-Wide Prayer for Peace will be held Monday, February 24, 2014 from 7 p.m. to 8 p.m. in front of the Martin Luther King, Jr. monument.
- Panda with the Mayor will be held Thursday, February 27, 2014 from 6 p.m. to 7 p.m. at the Panda Express on Rosecrans and Central Avenue.
- **Black History Facts:**
Shirley Chisholm was the first African American woman elected to the House of Representatives in 1968 and the first majority party African American and female candidate for president of the United States.

On motion by Arceneaux, seconded by Zurita, the meeting was extended past the four-hour mark at 9:55 p.m., by the following vote on roll call:

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

CLOSED SESSION

The meeting was recessed to closed session at 9:55 p.m. and reconvened at 10:48 p.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 real property negotiator concerning property at 450 West Raymond Street, Compton California pursuant to California Government Code Section 54956.8. No reportable action was taken.

ADJOURNMENT

On motion by Arceneaux, seconded by Jones, the meeting was adjourned at 10:49 p.m. in memory of **Guillermina Flores, Pete Flores, Robert Bledsoe, and Charlotte Kurr** by the following vote on roll call:

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

Clerk of the City of Compton

Mayor of the City of Compton

February 25, 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 afternoon hours of 3:30 p.m. on 1st and 3rd Tuesdays and evening hours of 5:45 p.m. on 2nd and 4th Tuesdays.

#5.

During the February 18, 2014 Council meeting, an ordinance was presented to Council on first (1st) reading which would amend Section 2-1.2 of the Compton Municipal Code to set alternating start times for the City Council meetings as follows: first (1st) and third (3rd) Tuesday meetings would start at 6:00 p.m. and second (2nd) and fourth (4th) Tuesday meetings would start at 3:00 p.m. After various comments and suggests offered by the Council members, it was agreed to revise the proposed ordinance to change the meeting schedules as follows: first (1st) and third (3rd) Tuesday meetings at 3:30 p.m. and second (2nd) and fourth (4th) Tuesday meetings at 5:45 p.m.

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 3:30 p.m. on 1st and 3rd Tuesdays and a scheduled start time of 5:45 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 immediately prior 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 3:30 p.m. The regular meetings held on the second (2nd) and fourth (4th) Tuesdays of each month shall be scheduled to begin at 5:45 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.

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 25, 2014

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: ROBERT DELGADILLO, (INTERIM) DIRECTOR
PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO A
PROFESSIONAL SERVICES AGREEMENT WITH WILLDAN
FINANCIAL SERVICES FOR THE PREPARATION OF A
DEVELOPMENT IMPACT FEE ANALYSIS IN THE AMOUNT OF
\$62,260.00.**

SUMMARY

The City Council will consider adopting a resolution authorizing the City Manager to accept the proposal of Willdan Financial Services in the amount of \$62,260.00 to fund the preparation of a Development Impact Fee Analysis and Schedule for the City of Compton.

BACKGROUND

The City seeks to engage the services of an experienced, professional consulting firm to conduct a study and prepare a Citywide Development Impact Fee ("DIF") schedule which will address existing impact funding deficiencies, identify sources of funding needed for infrastructure improvements, prioritize improvements and develop a fair and reasonable fee structure to adequately fund identified components for future development's share of capital costs while meeting the requirements of the Mitigation Fee Act and Proposition 218.

STATEMENT OF ISSUE

The City of Compton currently has no development impact fees to help defray the costs of new development or redevelopment within the City. Development Impact Fees are a legal and long recognized financial mechanism by which cities can obtain funds for construction of needed project specific infrastructure improvements and public safety services that a project will cause.

In October 2013, a Request for Qualifications was published in the *Bulletin*, the American Association of Planners web site and on the City's webpage. All bids were due by October 30, 2013. The City received only one proposal which was from Willdan Financial Services in the amount of \$62,260.00. Staff has evaluated the proposal submitted and determined that they process the requisite qualifications, education and experience to provide the services sought by the City and that their fees are reasonable

**Staff Report – Resolution Authorizing Agreement
Willdan Financial Services – Prepare Development
Impact Fee Analysis, February 25, 2014, page 2**

and fair. Willdan Financial Services has satisfactorily prepared similar development impact fee analysis and schedules for a number of Southern California cities.

A California Environmental Quality Act analysis has been performed for the project area and the requested contract is Statutorily Exempt under Section 15262 of Feasibility and Planning Studies.

FISCAL IMPACT

The fiscal impact to the City will be the amount of the contract cost of \$62,260.00, which amount is available in the 2013-2014 Fiscal Year budget in Account No. 1001 780 000 4262 (“Other Contract Services”).

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

**ROBERT DELGADILLO, (INTERIM) DIRECTOR
PLANNING & ECONOMIC DEVELOPMENT 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 PROFESSIONAL SERVICES AGREEMENT WITH WILLDAN FINANCIAL SERVICES FOR THE PREPARATION OF A DEVELOPMENT IMPACT FEE ANALYSIS IN THE AMOUNT OF \$62,260.00.

WHEREAS, the City of Compton currently has no development impact fees to help defray the costs of new development or redevelopment within the City; and

WHEREAS, the City seeks to engage the services of an experienced, professional consulting firm to conduct a study and prepare a Citywide Development Impact Fee schedule to address existing impact funding deficiencies, identify sources of funding for infrastructure improvements and develop a fair and reasonable fee structure; and

WHEREAS, in October 2013, a Request for Qualifications was released to obtain proposals for the preparation of a development impact fee analysis and schedule; and

WHEREAS, the proposal received in response to the Request for Qualifications was from Willdan Financial Services in the amount of \$62,260.00; and

WHEREAS, staff has evaluated the proposal submitted by Willdan Financial Services and determined that they possess the requisite qualifications, education and experience to provide the services sought by the City and that their fees are reasonable and fair; and

WHEREAS, a California Environmental Quality Act analysis has been performed for the project area and the requested contract is Statutorily Exempt under Section 15262 of Feasibility and Planning Studies; and

WHEREAS, funding for the preparation of a development impact fee analysis and schedule is appropriated in the Fiscal Year 2013-2014 budget (Account 1001 780 000 2662) in the amount of Sixty Two Thousand Two Hundred Sixty Dollars (\$62,260.00).

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

Section 1. That the City Manager is hereby authorized to enter into a professional services agreement with Willdan Financial Services for the preparation of a development impact fee analysis and schedule for the amount of \$62,260.00.

Section 2. That funds in the amount of \$62,260.00 are available in the 2013-2014 Fiscal Year budget in Account No. 1001 780 000 4262 ("Contract Services").

Section 3. That a purchase order is authorized to be issued in the amount of \$62,260.00.

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

Resolution No. _____
Page 2

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 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 -
ABSTAIN: COUNCIL MEMBERS -

CITY CLERK OF THE CITY OF COMPTON

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
WILLDAN FINANCIAL SERVICES**

This **AGREEMENT** is entered by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as "**CITY**") located at 205 South Willowbrook Avenue, Compton, California 90220, and **WILLDAN FINANCIAL SERVICES** (hereinafter referred to as "**CONSULTANT**"), located at 1939 Harrison Street, Suite 430, Oakland, California 94612.

RECITALS:

WHEREAS, the City does not have a schedule of Development Impact Fees to help defray the administrative and enforcement costs to the City's treasury for new development and redevelopment within the City; and

WHEREAS, a comprehensive study and resulting schedule is needed to accurately account for the true cost of providing current and future municipal services to citizens of Compton and the amount of impact fees to be charged for development within the City; and

WHEREAS, the City has determined that it will be prudent to engage the services of a professional and experienced public sector financial consulting firm to conduct a study and assist the City in preparation of a comprehensive schedule of fees; and

WHEREAS, by Resolution No. _____, adopted on the _____, 2014, the City Council authorized the City Manager to accept the proposal of the Consultant (Willdan Financial Services) and enter into a contract to provide the necessary services; and

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

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

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

AGREEMENT:

1. Services to be rendered by Consultant. It is the mutual understanding of the parties that the Consultant shall perform and be responsible for conducting a study to prepare a Citywide comprehensive schedule of Development Impact Fees to include, but not be limited to an analysis and recommendations for improvements to address existing impact funding deficiencies, identify sources of funding needed for infrastructure improvements, prioritize improvements (Capital Improvement Programs) and develop a fair and reasonable fee structure that shall adequately fund each identified component for future Development's share of the capital costs and providing the necessary community assets that meet the requirements of the

Mitigation Fee Act and Proposition 218. Areas of study shall include but are not limited to Water and Sewer, Technology, Transportation, Community Maintenance Impacts, Capital Improvements and Parks and Public Safety. The scope of services to be rendered shall include, but not be limited to the below-indicated tasks and deliverables:

Task 1: Identify and Resolve Policy Issues. Identify and resolve policy issues raised by the study.

Task 2: Identify Existing Development and Future Growth. Identify estimates of existing levels of development and identify a projection of future growth consistent with current planning policy.

Task 3: Determine Facility Standards. Conduct tasks concurrently because of the effect of facility standards (Task 3), facility needs (Task 4) and alternative funding (Task 5) on the fee calculation.

Task 4: Determine Facilities Needs and Costs. Develop a methodology for each proposed fee component to identify existing deficiencies in current facilities and improvements and assist City staff in determining the portion of estimated costs that are attributable to new development versus the portion attributable to existing deficiencies.

Task 5: Identify Funding and Financing Alternatives. Determine the extent of alternative (no-fee) funding available for new facilities.

Task 6: Calculate Fees and Prepare Report. Provide technically defensible fee report that comprehensively documents project assumptions, methodologies and results.

As more fully specified in the City's **"Request for Qualifications: Preparation of a Development Impact Fee Analysis and Schedule"** and described in Consultant's **"Statement of Qualifications for the Preparation of a Development Impact Fee Analysis and Schedule"**, dated October 29, 2013, both of which are incorporated herein by this reference.

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

Consultant services hereunder shall be performed in good, workmanlike and professional manner. Consultant shall be responsible for correcting and completing all errors and omissions related to the services provided by the Consultant for this Agreement at no additional cost to the City. "Errors" and "Omissions" for purposes of this paragraph are defined to mean a failure by the Consultant to meet the standards of its profession as set forth in the preceding paragraph. The acceptance of the services by City does not release Consultant from these obligations.

Consultant will be responsible for employing or engaging all persons necessary to perform the services. All of Consultant's staff will be qualified by training and experience to perform their assigned tasks. Consultant will give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subcontractors, if any, and will keep the

services under its control. On demand of City, if any employee or subcontractor of Consultant fails or refuses to carry out the provisions of this Agreement or appears to be incompetent or to act in a disorderly or improper manner, he or she will be discharged immediately from the services.

Carlos Villarreal, Project Manager of Consultant, shall be primarily responsible for representing Consultant in performance of this Agreement.

2. Duration of Contract. Consultant agrees to commence the services provided for herein upon written Notification to Proceed from the City and to continue in a diligent and professional manner until the project is complete, unless terminated earlier. The parties anticipate that Consultant's services will be completed within 180 calendar days from issuance of the Notice to Proceed.

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

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

3. Compensation. The method of payment for this Contract will be on a fee-for-services, per Task, basis as specified within Consultant's Cost Proposal. The total price paid the Consultant will include compensation for all work, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the Consultant, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total compensation will be negotiated between the Consultant and the City. Adjustment in the total compensation will not be effective until authorized and approved in writing by the City.

Progress payments may be made in arrears based on the percentage of work and deliverables completed by the Consultant. If Consultant fails to submit the required deliverable items according to schedule or as required by the Agreement, except for those amounts that are due and not reasonably in dispute, the City shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions noted herein.

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

As full and complete compensation for performance of all the services performed by the Consultant pursuant to this Agreement, City shall pay, and Consultant agrees to accept, a not-to-exceed maximum sum of **Sixty Two Thousand Two Hundred Sixty Dollars (\$62,260.00)**.

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

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

The Work Product may be used by City and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes City may deem advisable, without further employment of or payment of any compensation to Consultant; provided, however, that if this Agreement is terminated for any reason prior to completion of the Project and if under such circumstances City uses, or engages the services of and directs another consultant to use, the Work Product, City agrees to hold Consultant harmless from any and all liability, costs, and expenses relative to claims arising out of matters and/or events which occur subsequent to the termination of this Agreement as a result of causes other than the fault or negligence of Consultant, or anyone for whose acts it is responsible, in preparation of the Work Product. Consultant will not be responsible for deficiencies solely attributable to modifications of the Work Product performed by others, or that arise from use of the Documents in connection with a project or site other than that shown in the Work Product.

5. Independent Contractor Status. Consultant, its officers, employees, subconsultants, subcontractors, agents and volunteers (collectively hereinafter the "Consultant"), will perform the services in Consultant's own way and pursuant to this Agreement as an independent contractor and in pursuit of Consultant's independent calling, and not as an employee of City. The persons used by Consultant to provide the services under this Agreement will not be considered employees of City for any purposes. Neither the City nor any of its officers, employees, agents or volunteers shall have any control over the conduct of the Consultant, except as expressly set forth in this Agreement. Consultant expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Agreement that Consultant shall not at any time or in any manner, represent that Consultant is in any manner officers, employees, agents or volunteers of the City. Consultant shall obtain no rights to retirement, health care or any other benefit that accrue to City officials, officers, or employees. Consultant expressly waives any claim to such rights.

The payment made to Consultant pursuant to the Agreement will be the full and complete compensation to which Consultant is entitled. City will not make any federal or state tax withholdings on behalf of Consultant or its agents, employees or subcontractors. City will not pay any workers' compensation insurance, retirement contributions or unemployment contributions on behalf of Consultant or its employees or subcontractors. Consultant agrees to indemnify and pay City within thirty (30) days for any tax, retirement contribution, social security,

overtime payment, unemployment payment or workers' compensation payment which City may be required to make on behalf of Consultant or any agent, employee, or contractor of Consultant for work done under this Agreement. At the City's election, City may deduct the amounts paid pursuant to this Section, from any balance owing to Consultant.

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

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

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

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

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

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

10. Indemnification. Consultant shall indemnify and save harmless the City, its officials, officers, employees, agents and volunteers (collectively hereinafter the “City”), against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the City and shall indemnify and save the City from any and all liability and expense including reimbursement of reasonable defense costs and legal fees, and claims, demands, suits, actions or proceedings of any kind or nature, including Workers’ Compensation claims, of or by anyone whomsoever to the extent resulting from or arising out of the negligent, reckless or willful misconduct for the Consultant, its officers, employees, subconsultants, subcontractors or agents in the performance of the duties undertaken by Consultant pursuant to this Agreement.

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

11. Insurance. Without limiting the Consultant’s indemnification of the City, Consultant shall obtain and maintain, at its cost and expense, for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the services by Consultant or Consultant’s agents, representatives, employees or subcontractors. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. Such evidence shall specifically identify this Agreement and shall contain express conditions that the City is to be given written notice at least thirty (30) days in advance of any termination or implementation of a reduction of limits or material change of insurance coverage as specified herein. Failure on the part of the Consultant to procure or maintain insurance shall constitute a material breach upon which the City may immediately terminate this Agreement. All insurance required hereunder shall be primary with respect to any insurance maintained by the City.

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

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

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

11.3 Workers’ Compensation and Employer’s Liability. Workers’ Compensation limits as required by the California Labor Code and Employer’s Liability limits of

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

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

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

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

12. Permits and Licenses. Consultant, at its own expense, during the term of this Agreement, shall obtain and maintain all appropriate business and professional permits, licenses and certificates that may be required in connection with the performance of services by the Consultant. Upon execution of this Agreement, the Consultant shall show evidence of a business license permit in conformance with *Section 9-1.2 of the Compton Municipal Code*.

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

14. Warranties. Consultant represents and warrants (i) that Consultant has no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with Consultant's undertaking this relationship with City, (ii) that the performance of the services called for by this Agreement do not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party, (iii) that Consultant will not use in the performance of his responsibilities under this Agreement any confidential information or trade secrets of any other person or entity and (iv) that Consultant has not knowingly entered into or will enter into any agreement (whether oral or written) in conflict with this Agreement.

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

16. General Compliance with Laws. Consultant will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of the services by Consultant. Consultant will

at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of the services with all applicable laws, ordinances and regulations.

17. Termination. In the event of the Consultant's failure to prosecute, deliver, or perform the services, after giving written notice of default and two (2) days to correct the same, then, in addition to any other remedies, City may terminate this Agreement for nonperformance by notifying Consultant in writing. Consultant has five (5) business days to deliver any documents owned by City and all work in progress to City address contained in this Agreement. City will make a determination of fact based upon the work product delivered to City and of the percentage of work that Consultant has performed which is usable and of worth to City in having the Agreement completed. Based upon that finding City will determine the final payment of the Agreement. In the event City elects to terminate, City will have the right to immediate possession of all Work Product and work in progress prepared by Consultant, whether located at the project site, at Consultant's place of business, or at the offices of a subconsultant.

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

Either Party, upon tendering thirty (30) calendar days written notice to the other Party, may terminate this Agreement for convenience. In this event and upon request of City, Consultant will assemble the work product without charge and put it in order for proper filing and closing and deliver it to City. Consultant will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

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

19. Claims And Lawsuits. By signing this Agreement, Consultant agrees that any Agreement claim submitted to City must be asserted as part of the Agreement process as set forth in this Agreement and not in anticipation of litigation or in conjunction with litigation. Consultant acknowledges that if a false claim is submitted to City by Consultant, it may be considered fraud and Consultant may be subject to criminal prosecution. Consultant acknowledges that California Government Code sections 12650 *et seq.*, the False Claims Act, applies to this Agreement and, provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its

litigation costs, including attorney's fees. Consultant acknowledges that the filing of a false claim may subject Consultant to an administrative debarment proceeding as the result of which Consultant may be prevented to act as a Consultant on any public work or improvement for a period of up to five (5) years. Consultant acknowledges debarment by another jurisdiction is grounds for City to terminate this Agreement.

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

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

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

[Supply exceptions on separate page]

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

[Attach separate page]

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

James Edison, Principal-in-Charge

(Date)

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

to any other county. This agreement will be governed by the laws of the State of California.

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

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

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

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

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

27. Confidentiality. All documents, reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of the Services pursuant to the Agreement are confidential until released by the City to the public, and the Consultant will not make any of these documents or information available to any individual or organization not employed by the Consultant or the City without the written consent of the City before any such release.

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

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

TO CONSULTANT:

WILLDAN FINANCIAL SERVICES
1939 Harrison Street, Suite 430
Oakland, California 94612-3527
Attn: James Edison, Principal-in-Charge
(510) 832-0899
(510) 832-0898 – fax.

TO CITY:

CITY OF COMPTON
205 South Willowbrook Avenue
Compton, California 90220
Attn: Director, Planning and Economic
Development Department
(310) 605-5532
(310) 761-1488 – fax.

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

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

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

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

WILLDAN FINANCIAL SERVICES/CONSULTANT

Dated: _____

By _____
James Edison, Principal-in-Charge

CITY OF COMPTON
Recommended for Approval:

By _____
Robert Delgadillo, (Interim) Director
Planning & Economic Development Department

Dated: _____

#6.

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: Planning

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH WILL DAN FINANCIAL SERVICES FOR THE PREPARATION OF A DEVELOPMENT IMPACT FEE ANALYSIS IN THE AMOUNT OF \$62,260.00.

Robert Delgadillo
DEPARTMENT MANAGER’S SIGNATURE

2/10/2014 8:39:48 AM
DATE

REVIEW / APPROVAL

<LegalName>
CITY ATTORNEY

<LegalDate>
DATE

Stephen Ajobiewe
CITY CONTROLLER

2/12/2014 3:35:42 PM
DATE

Kelly Montgomery
CITY MANAGER

2/10/2014 2:57:59 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 25, 2014

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: ROBERT DELGADILLO, (INTERIM) DIRECTOR
PLANNING AND ECONOMIC DEVELOPMENT DEPARTMENT

SUBJECT: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING CHAPTER 30 (ZONING CODE) OF THE COMPTON MUNICIPAL CODE BY ADDING SECTION 30-48 TO ESTABLISH REGULATIONS FOR UNATTENDED DONATION BOXES IN THE CITY.

SUMMARY:

The City Council will consider adopting an ordinance which will enact regulations governing the review, permitting and placement of unattended donation boxes within the City of Compton.

BACKGROUND:

Last year staff became aware that unattended donation boxes were being located on properties within the City without permits or City review. In addition to health and safety concerns arising from locations where donated items and other trash may be stacking up outside of the donation boxes leading to probable vermin infestation, unattended donation boxes were frequently being targeted for illegal dumping and/or scavenging; staff also discovered that some donation boxes had been placed in locations that blocked pedestrian access or parking spaces and on property without the owner's knowledge or consent.

Unattended donation boxes are typically placed for the collection of salvageable personal property; such as clothes, books, and furniture for charitable purposes. However, not all of the donation boxes in the community are run by charities. Many donation boxes are operated by private "for-profit" companies who may solicit used goods for the purpose of recycling or resale without stating this to the public. The donation boxes operated by "for-profit" companies may not be distinguishable from those owned by charitable organizations, thus donors may not know if their property is going to a charity or to a "for-profit" company.

STATEMENT OF ISSUE:

Currently, the City's Zoning Ordinance (Chapter 30 of the Compton Municipal Code) does not contain any specific standards that address the above-referenced concerns or provide for the specific regulation of donation boxes other than one (1) requirement contained within the California Redemption Value ("CRV") recycling policy. Thus, staff is recommending an amendment to the Zoning Ordinance to address these concerns

**Staff Report – Ordinance Adding Section 30-48
To CMC – Regulation of Unattended Donation Boxes
February 25, 2014, page 2**

and create uniform standards for the review and regulation of unattended donation boxes within the City.

In July 2010, the State enacted Assembly Bill (AB) 918, which amended portions of the Welfare and Institutions Code (see Attachment), in an effort to regulate unattended donation boxes and to provide consumers with information regarding how their donations would be used. Importantly, the law does not limit the ability of local municipalities to place further restrictions on the donation boxes.

The California Constitution allows cities and counties to adopt local police, sanitary, and other ordinances that don't conflict with the state's general laws. Using this police power to regulate private behavior to achieve public goals, cities and counties can adopt zoning ordinances. Some local zoning ordinances require owners to obtain use permits for certain land uses.

This proposed ordinance will require that a permit be obtained from the City in order to operate an unattended donation box within the City. Some of the key provisions of the ordinance require that:

- Only charitable non-profit organizations will be allowed to operate donation boxes within the City and the donation box operator must provide proof of charitable status and is qualified to solicit donations of salvageable personal property.
- Submission of a site plan showing the proposed location of the box onsite.
- The donation box operator is required to maintain the donation box and surrounding area free of junk, trash, debris or donated materials and graffiti.
- Each property shall be limited to two donation boxes maximum.
- Sites with donation boxes must maintain a separation distance of 500 feet from other sites with donation boxes.
- Donation boxes will not be allowed in any of the City's residential districts, including the agricultural zones, except for properties owned and operated by a religious or civic institution.
- Execution of an Indemnification and Hold Harmless Agreement by the operator, protecting the City with protection against injuries and/or damages caused by the donation box.
- If a box is not properly maintained, or if a permit is not issued, the box may be declared a nuisance and abated and/or removed.
- Administrative and/or criminal penalties for violation of the ordinance provisions.

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FISCAL IMPACT:

It is anticipated that there will minimal or no fiscal impact to the General Fund from this ordinance. The proposed ordinance provides that fees and cost recovery for processing permit applications, investigations, inspections, abatement, storage and/or disposal costs shall be set by resolution or ordinance of the City Council.

These proposed fees and cost recovery amounts shall be brought to Council for public hearing and consideration subsequent to adoption of the attached proposed ordinance.

RECOMMENDATION:

Staff recommends that the City Council adopt the attached Ordinance.

**ROBERT DELGADILLO, (INTERIM) DIRECTOR
PLANNING AND ECONOMIC DEVELOPMENT DEPARTMENT**

APPROVED FOR FORWARDING:

**G. HAROLD DUFFEY
CITY MANAGER**

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON
AMENDING CHAPTER 30 (ZONING CODE) OF THE COMPTON
MUNICIPAL CODE BY ADDING SECTION 30-48 TO ESTABLISH
REGULATIONS FOR UNATTENDED DONATION BOXES IN THE CITY.**

WHEREAS, the City of Compton is authorized by Article XI, Section 7 of the California Constitution to make and enforce within its limits all local, police, sanitary and other ordinances and regulations not in conflict with general laws; and

WHEREAS, numerous unattended donation boxes used for soliciting and collecting donations of clothing or other salvageable personal property have been placed throughout the City of Compton without the necessary permits; and

WHEREAS, the City of Compton Municipal Code presently has no specific regulations governing the placement of unattended donation boxes within the City; and

WHEREAS, if not properly maintained and/or routinely emptied, unattended donation boxes will become public nuisances by attracting graffiti, trash, toxic materials, and an infestation of vermin; and

WHEREAS, the City Council of the City of Compton has determined that the public health, safety and welfare of the residents of the City will be promoted and the environmental setting of the City will be maintained and improved through the enforcement of laws regulating the placement of unattended donation boxes within the City.

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

Section 1. That Chapter 30 of the Compton Municipal Code is hereby amended to add **Section 30-48 - "Unattended Donation Boxes"** to read as follows:

30-48 Unattended Donation Boxes.

This Section and the following subsections shall be known as the "Unattended Donation Box Ordinance" of the City of Compton.

30-48.1 Intent and Purpose.

The purpose of this Section is to regulate the placement of unattended donation boxes within the City. The procedures and requirements of this Section are enacted to:

- a. Promote the community's health, safety, and welfare by regulating unattended donation boxes for clothing or other salvageable personal property within the City.
- b. Ensure that unattended donation boxes do not pose a safety hazard to pedestrian and vehicular traffic.
- c. Ensure that material is not allowed to accumulate outside of the unattended donation boxes where it can be scattered by adverse weather conditions, animal contact or human activities.
- d. Establish criteria that avoid attracting vermin, unsightliness and public health or safety hazards.

30-48.2 Definitions.

- a. "Director" means the Community Development Director of the Planning and Economic Development Department of the City of Compton or designee.
- b. "Operator" means a person, entity, association or organization that has been issued a permit pursuant to the provisions of this Section authorizing the placement of an unattended donation box to solicit or collect donations of clothing or other salvageable personal property.
- c. "Non-Profit Organization" means an entity, association or organization that is exempt from taxation pursuant to Section 501(c)(3) or 501(c)(4) of the United States Internal Revenue Code.
- d. "Permit" means a permit issued pursuant to this Section allowing the placement of an unattended donation box on a specifically designated portion of private property.
- e. "Property Owner" means the person, entity, association or organization who owns the real property where the unattended donation box is located.
- f. "Public property" means any property owned, leased, or by maintained by any federal, state or local government.
- g. "Public right-of-way" means any area used or intended for use by the public for pedestrian or vehicular travel within the City, including but not limited to public streets, highways, roadways, sidewalks, median strips, parkways, plazas, or alleys.
- h. "Salvageable Personal Property" has the same meaning as in subdivision (b) of Section 148 of the Welfare and Institutions Code.
- i. "Unattended Donation Box" means any unattended container, box, receptacle, or similar device that is located on any real property within the City used for soliciting and collecting donations of clothing or other salvageable personal property. This term does not include recycle bins or collection boxes for the collection of California Redemption Value (CRV) recyclable materials.

30-48.3 Permit Requirements and Standards.

- a. General Provisions. Unless otherwise exempt, it shall be unlawful and a public nuisance for any person to place, operate, maintain or allow an unattended donation box on any property without first obtaining a permit from the City pursuant to this Section. All donation boxes must be placed, operated and maintained in accordance with all the provisions of this Section.
- b. Initial Permit Application. Applicants interested in placing an unattended donation box on private property shall first submit a permit application to the Planning and Economic Development Department. Applications that do not include all of the requested information and/or documents shall be deemed incomplete and will not be processed. The permit application shall be made on a form provided by the Planning Department and shall include the following information as to each unattended donation box:
 - 1. The name, address, e-mail, website (if available) and telephone number of the applicant or operator and the owner of the donation box;

2. Written proof sufficient to establish that the operator who will utilize the unattended donation box is qualified to solicit donations of salvageable personal property pursuant to Section 148.3 of the California Welfare and Institutions Code, as amended;

3. The physical address of the property owner's real property and a drawing (or site plan) sufficient to indicate the proposed location of the unattended donation box on the property owner's real property, as well as the size of the proposed unattended donation box and the written consent of the property owner to place the unattended donation box on his/her real property; and

4. An executed Indemnification and Hold Harmless Agreement pursuant to subsection 30-48.6 below;

5. A non-refundable application and processing fee in the amount established by resolution or ordinance of the City Council. This fee shall be in addition to any fee or tax imposed by the City pursuant to any other provision of the Compton Municipal Code (Code).

6. Any additional information which the Director may deem necessary for the proper disposition of the application.

c. Permit Renewal Applications. If an operator is in compliance with this Section, a permit may be automatically renewed for each successive year by timely payment of the renewal fee established by resolution or ordinance of the City Council and the filing of a complete permit renewal application by or before the expiration date of the existing permit. Applications that do not include all of the requested information or documents shall be deemed incomplete and shall not be processed.

d. Review of Permit Application. Once submitted, a complete permit application or renewal application will be reviewed and acted upon within fifteen (15) City business days. If the applicant is not notified in writing by the fifteenth (15) City business day of approval, denial or extension of the permit review period, the permit application or renewal application shall be deemed approved.

e. Issuance of Permits. Upon a finding by the Director that the application is complete, accurate and compliant with this Section, a permit shall be issued.

1. A permit issued hereunder shall be valid for one (1) unattended donation box. A separate permit shall be required for each donation box.

2. The term of the permit shall expire one (1) year from the date of issuance.

3. No operator to whom a permit has been issued shall transfer, assign, or convey such permit to another person or operator.

4. Prior to the expiration of the permit, the operator or property owner may voluntarily cancel the permit by notifying the Director in writing of the intent to cancel the permit. The permit shall become void upon the Director's receipt of a written notice of intent to cancel the permit.

f. Denial of Permit. If an application for a permit is denied, the Director shall notify the applicant in writing within that time period specified in subsection (d) above of the cause for such denial.

30-48.4 Donation Boxes - Requirements and Maintenance

Unattended donation boxes located in the City shall comply with the following standards:

- a. Donation boxes shall be maintained in good condition and appearance with no structural damage, holes, or visible rust and shall be kept free of graffiti.
- b. Donation boxes shall be locked or otherwise secured.
- c. The front of each donation box shall conspicuously display the following information, in at least two (2) inch typeface: (1) name, address, telephone number and e-mail address (if any) of the operator and telephone number of the property owner; (2) a statement that reads "This donation box is owned and operated by a non-profit organization"; and (3) a statement describing the charitable cause that will benefit from the donations.
- d. Donation boxes shall be free of any advertising which is unrelated to the business of the operator of the donation box.
- e. The operator shall place a copy of the current Donation Box Permit in a prominent and visible location in the front of the box in plain view for inspection by the public and City officials.
- f. Donation boxes shall be no more than seventy-eight (78) inches high and seventy-two (72) inches wide and deep.
- g. Donation boxes shall be serviced and emptied as often as necessary to maintain the area surrounding the unattended donation boxes free of over-flowing contents and any junk, garbage, trash, debris or other refuse material.
- h. The property owner and operator shall be individually and severally responsible for abating and removing all over-flowing contents, junk, garbage, trash, debris and other refuse material in the area surrounding the unattended donation boxes within twenty-four (24) hours of written or verbal notice from the City.
- i. If the City abates and/or removes any over-flowing contents, junk, garbage, trash, debris and other refuse material from the area surrounding the unattended donation boxes due to the property owner and/or operator's failure to do so in compliance with the provisions of this Section, the property owner and operator shall be individually and severally liable for all costs incurred by the City for said abatement and/or removal.
- j. Each property is limited to a maximum of two (2) unattended donation boxes at any one time.

30-48.5 Donation Boxes - Location Standards.

Unattended donation boxes shall be located in accordance with the following standards:

- a. Unattended donation boxes shall remain only in the exact location for which they have been permitted and may not be removed unless the donation box is entirely removed from the property or replaced with another donation box in the same location. Any relocation onsite will require the operator to first receive approval of an amended permit.
- b. Unattended donation boxes shall not be placed on any public property, including any public right-of-way.

- c. Unattended donation boxes shall be located in a well lit area.
- d. Unattended donation boxes shall be subordinate to the principal use of the property on which it is located. Unattended donation boxes cannot be the sole or primary land use of a property.
- e. Except for religious and civic institutions, which shall be limited to two (2) donation boxes in compliance with this Section, it shall be unlawful for an operator and/or property owner to place any unattended donation box in any residential district within the City.
- f. No unattended donation box shall be placed within five hundred (500) feet from another unattended donation box.
- g. No unattended donation box shall be placed in any required parking spaces, required landscaping, or setbacks.

30-48.6 Indemnification Agreement.

The permit application and any permit renewal application shall include an Indemnification and Hold Harmless Agreement in favor of the City in substantial compliance with this subsection, which must be executed prior to issuance of any permit under this Section. Pursuant to the Indemnification and Hold Harmless Agreement, the operator shall agree to defend, indemnify, protect and hold the City, and its elected officials, officers, representatives, agents and employees harmless from and against all claims asserted or liability established for damages or injuries to any person or property, including its own employees, agents or officers which arise from or are connected with or are caused or claimed to be caused by any unattended donation box owned by or attributable to the operator.

30-48.7 Revocation of Permit; Removal of Donation Box.

The Director shall have the right to revoke any permit issued hereunder if any of the grounds upon which the Director may refuse to issue an initial permit exists. In addition, the failure of the operator to comply with the provisions of this Section or any other provisions of the Compton Municipal Code or other law shall constitute grounds for revocation of the permit. Any permit issued in error may be revoked without liability to the City.

The Director shall provide written notice to the operator stating the specific grounds for revocation. Upon revocation, the unattended donation box shall be removed from the property within fifteen (15) calendar days and, if not removed within this time period, the City may remove, store and/or dispose of the unattended donation box at the sole cost and expense of the operator and/or property owner. Upon revocation, an operator shall be prohibited from applying for a permit for a period of one (1) year. Any violation of the provisions of this Section is a public nuisance subject to abatement pursuant to this Code or as otherwise permitted by law.

30-48.8 Removal of Donation Box.

Upon the discovery on any property within the City of any unattended donation box lacking the requisite permit, the Director or his/her designee shall have the authority to remove, or cause the removal, storage and/or disposal of the unattended donation box at the sole cost and expense of the operator and/or property owner.

30-48.9 Donation Boxes in Violation of Section.

- a. Written Notification. Notwithstanding any condition upon which summary removal is available, enforcement action may be initiated upon

determination by the Director that an unattended donation box has been abandoned as set forth in subsection 30-48.10 below, or installed, used or maintained in violation of this Section or any condition of the permit. The operator will be notified in writing of the alleged violation, the intent of the City to remove the unattended donation box if the violation is not corrected within the specified time period, or an appeal hearing is not requested within five (5) business days after giving of such written notice and the procedure for requesting an appeal hearing. Failure to properly correct the violation within the specified time period or to appeal the notice within five (5) business days of the date of the notification shall result in the unattended donation box being summarily removed and stored by the City. A removal and storage fee, as established by City Council resolution or ordinance, shall be assessed against each unattended donation box removed and stored. A timely request for an appeal hearing shall stay any removal by the City; provided, however, if the violation is not corrected within five (5) calendar days after the decision of the City Manager, the City may remove the unattended donation box in accordance with subsection b, below.

If the Director determines that the condition or placement of an unattended donation box poses an imminent threat to the safety of pedestrians or wheelchair users, or the safe flow of vehicles; or that an unattended donation box is unlawfully located within the public right-of-way, the Director may cause the unattended donation box to be summarily removed without prior notice.

b. Removal. Whenever an unattended donation box is summarily removed by the City and stored, the Director shall notify the operator by mailing a notice of summary removal, stating the date the unattended donation box was removed, the reasons therefore, the procedure for claiming the unattended donation box and the procedure for obtaining a post-removal hearing, if desired. Any unattended donation box removed and stored pursuant to the provisions of this subsection shall be released to the operator if claimed within thirty (30) continuous calendar days from the date of notice of removal and on payment of reasonably incurred removal and storage fees. Upon the failure of the operator to claim such unattended donation box and pay the fees within thirty (30) continuous calendar days after the mailing of the written notice of removal, the unattended donation box shall be deemed abandoned property in possession of the City and may be disposed of pursuant to law.

c. Inability to Contact Operator. If the operator and/or property owner cannot be readily contacted based exclusively on information provided in a current permit, related permit application or information affixed to the unattended donation box, no further action on behalf of the City is required. If the operator and/or property owner thereafter notifies the Director to reclaim the offending unattended donation box, and the donation box has not been deemed abandoned and/or disposed of by the City, a notice of summary removal and procedure for obtaining a post-removal hearing shall be served in accordance with subsection b, above, unless waived by the responsible party.

30-48.10 Abandonment.

An unattended donation box shall be deemed abandoned if it is removed pursuant to subsection 30-48.9 above, and unclaimed for thirty (30) continuous calendar days from the date of notification of removal. Unattended donation boxes deemed abandoned may be disposed of pursuant to law. The City may dispose of an unattended donation box and shall not be responsible for any unattended donation box, including its contents, deemed abandoned for thirty (30) continuous calendar days.

30-48.11 Appeals.

Any person or entity aggrieved by a finding, determination, notice, order or action taken under the provisions of this Section may appeal the same by filing an

appeal. An appeal must be perfected within five (5) business days after receipt of notice of any protested finding, determination, notice, order or action by filing with the City Manager a letter of appeal briefly stating therein the basis for such appeal. A hearing shall be held on a date no more than fifteen (15) business days after receipt of the letter of appeal unless appellant requests a longer time period. The City Manager shall give the appellant, and any other interested party, a reasonable opportunity to be heard, in order to show cause why the finding, determination, notice, order or action should not be upheld. Within fifteen (15) calendar days of the conclusion of the hearing, the City Manager shall affirm, overrule or modify the finding, determination, notice, order or action. The decision of the City Manager shall be final and conclusive.

30-48.12 Recovery of Costs, Fees and Penalties.

The City Council shall set fees, by resolution or ordinance, to recover all reasonable costs incurred by the City in the regulation of unattended donation boxes.

30-48.13 No Substitute for Business License.

A permit issued under this Section shall not substitute for any business license otherwise required under this Code.

30-48.14 Exemption.

Unattended donation boxes located entirely within the interior of a building are exempt from the requirements of this Section.

30-48.15 Penalty.

Any violation of the provisions of this Section is an infraction, and upon conviction thereof, shall be subject to a fine not to exceed fifty (\$50.00) dollars for a first violation; a fine not exceeding one hundred (\$100.00) dollars for a second violation in the same calendar year; and a fine not exceeding two hundred (\$200.00) dollars for each additional violation in the same calendar year. Each day that such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such hereunder.

30-48.16 Applicability of Section Provisions.

a. The provisions of this Section shall apply to all unattended donation boxes, whether installed and maintained prior to or after the effective date of this Section. Those unattended donation boxes installed prior to the effective date of this Section shall be brought into compliance with the provisions of this Section within sixty (60) calendar days of the effective date of this Section.

b. Any unattended donation box not brought into compliance within sixty (60) days after the effective date of this Section shall be deemed to be in violation of this Section.

c. Nothing in this Ordinance is intended to diminish or otherwise alter the requirements of any other federal, state, or local law governing the regulation of unattended donation boxes.

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

Section 3. That a copy of this Ordinance shall be filed in the offices of the City Clerk, City Manager, City Attorney, Planning and Economic Development Department, Building and Safety Department, Public Works/Municipal Utilities and the Los Angeles County Sheriff's Department - Compton Station.

Section 4. That this Ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect thirty (30) days after the date of its final passage and adoption by the City Council.

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
CITY OF COMPTON: ss

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

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

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

CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Planning

RESOLUTION TITLE: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING CHAPTER 30 (ZONING CODE) OF THE COMPTON MUNICIPAL CODE BY ADDING SECTION 30-48 TO ESTABLISH REGULATIONS FOR UNATTENDED DONATION BOXES IN THE CITY

Robert Delgadillo
DEPARTMENT MANAGER’S SIGNATURE

1/15/2014 6:08:14 PM
DATE

REVIEW / APPROVAL

<LegalName>
CITY ATTORNEY

<LegalDate>
DATE

Stephen Ajobiewe
CITY CONTROLLER

1/22/2014 4:52:34 PM
DATE

Johnny Ford
CITY MANAGER

1/21/2014 8:08:29 PM
DATE

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

February 25, 2014

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

**SUBJECT: A RESOLUTION OF CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ADMINISTER AND FUND A
COMPREHENSIVE YOUTH TRAINING PROGRAM FOR FISCAL
YEAR 2013-2014.**

SUMMARY

This resolution authorizes the City Manager to administer and fund a “Weekend” and “Spring Break” Comprehensive Youth Training Program. The City will hire Compton youth to assist with City-wide community clean-up. The Comprehensive Youth Training Program will address youth unemployment and the community’s desire to clean the city streets.

BACKGROUND

The City of Compton has administered the Youth Employment Program since the late 1960’s through its CareerLink Department (formerly named Department of Employment and Training Services), utilizing federal funding. In August 2013, the City of Compton funded, through non-General Fund sources, a “Summer” Youth Employment Program, employing 101 Compton youth. The youth assisted the street maintenance staff from the Public Works, Municipal Law Enforcement and Parks and Recreation Departments with cleaning the streets and parks. The program was implemented by the City’s CareerLink Department utilizing the database of more than 500 youth applicants who expressed interest in employment.

ISSUE

Studies have shown that young job candidates are woefully ill-prepared to join today’s workforce. Young job candidates have limitations in basic knowledge, workplace skills, and specific applied skills. One way to address these deficiencies is to provide real-world experiences or community involvements that improve work readiness while simultaneously cultivating applied skills. Benefits to early employment are considerable and lasting.

The City of Compton’s Comprehensive Youth Training Program will offer services to Compton youth from households of various economic levels inclusive of working under-employed parents. Staff will recruit utilizing the existing youth applicant database collected by the CareerLink Department. The youth will assist City maintenance staff in the areas of removal of street trash and illegal signs, alley and bus stop clean-up, parkways and park maintenance, exterior City facility maintenance and Compton Creek clean-up.

#8.

Comprehensive Youth Training Program
February 25, 2014
Page 2

ALTERNATIVES

To address our current youth employment crisis and the need to clean the City streets, the City of Compton proposes to implement a Comprehensive Youth Training Program. The alternative would be to take no action, thus foregoing the opportunity to address the problems of youth unemployment and work skills deficiency.

FISCAL IMPACT

The “Weekend” Youth Employment Training Program will employ 10 Compton youth, ages 16-21, at a rate of \$8.00 per hour for a maximum 136 hours from March 2014 – June 2014 at a cost of \$29,103.

The “Spring Break” Youth Employment Training Program will employ 50 Compton youth, ages 14-18, at a rate of \$8.00 per hour for a maximum 40 hours from April 21-25, 2014 at a cost of \$40,123.

Total fiscal impact of the Comprehensive Youth Training Program is \$69,226.

<u>Fund Name</u>	<u>Account</u>	<u>Balance/Budget</u>
Prop A	2000	\$1,310,000
Transportation Development Act	2604	\$ 164,000
Gas Tax	2300	\$ 587,425
Bullis Road Rental	1001/3425	\$ 91,069

RECOMMENDATION

City Council adopt the attached resolution authorizing the City Manager to administer and fund a “Weekend” and “Spring Break” Comprehensive Youth Training Program.

G. HAROLD DUFFEY
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ADMINISTER AND FUND A
COMPREHENSIVE YOUTH TRAINING PROGRAM FOR FISCAL YEAR
2013-2014.

WHEREAS, the City of Compton through its CareerLink Department, formally named the Department of Employment and Training Services, has conducted Employment and Training Services since late the 1960’s; and

WHEREAS, the Comprehensive Youth Training Program will provide youth with work experience opportunities to learn valuable work ethics and employment behaviors related to the world of work; and

WHEREAS, the Comprehensive Youth Training Program will consist of implementation of various training programs that will assist the street maintenance staff with cleaning the streets of Compton; and

WHEREAS, the City Manager request approval to administer a City of Compton “Weekend” Youth Employment Training Program employing 10 Compton youth, ages 16-21, at a rate of \$8.00 per hour for a maximum 136 hours from March 2014 – June 2014 at a cost of \$29,103; and

WHEREAS, the City Manager request approval to administer a City of Compton “Spring Break” Youth Employment Training Program employing 50 Compton youth, ages 14-18, at a rate of \$8.00 per hour for a maximum 40 hours from April 21-25, 2014 at a cost of \$40,123; and

WHEREAS, the City of Compton Comprehensive Youth Training Programs will be a Citywide community cleanup effort in the areas of street trash and illegal sign removal, alley and bus stop cleanup, parkways and park maintenance, exterior City facility maintenance and Compton Creek cleanup; and

WHEREAS, there is a need to authorize the City Manager to administer and fund City of Compton Comprehensive Youth Training Programs for Fiscal Year 2013-2014.

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

Section 1. That the City Manager or his designee is authorized to administer and fund the City of Compton “Weekend” and “Spring Break” Comprehensive Youth Training Programs for a cost of \$69,226.

Section 2. That the City of Compton Comprehensive Youth Training Program funds are available as follows:

Fund Name	Account	Balance/Budget
Prop A	2000	\$1,310,000
Transportation Development Act	2604	\$ 164,000
Gas Tax	2300	\$ 587,425
Bullis Road Rental	1001/3425	\$ 91,069

Section 3. That a certified copy of this Resolution shall be filed in the offices of the City Manager, City Clerk, City Controller, Public Works/Municipal Utilities, Parks and Recreation, General Services and CareerLink.

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, to wit:

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

CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: CareerLink

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ADMINISTER AND FUND A COMPREHENSIVE YOUTH TRAINING PROGRAM FOR FISCAL YEAR 2013-2014

Kimberly McKenzie
DEPARTMENT MANAGER’S SIGNATURE

2/13/2014 11:04:42 AM
DATE

REVIEW / APPROVAL

<LegalName>
CITY ATTORNEY

<LegalDate>
DATE

Stephen Ajobiewe
CITY CONTROLLER

2/19/2014 10:52:01 AM
DATE

G. Harold Duffey
CITY MANAGER

2/13/2014 12:35:31 PM
DATE

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

