

NOTICE

COMPTON CITY COUNCIL AGENDA Tuesday, December 18, 2012 5:45 PM

HEARING(S)

OPENING

ROLL CALL

INTRODUCTION OF SPECIAL GUESTS

COMMENDATORY RESOLUTIONS/PRESENTATIONS

1. **POWERPOINT PRESENTATION - 9th Annual Veteran's Stand Down Review**

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

2. November 20, 2012
November 27, 2012

REPORTS OF OFFICERS AND COMMISSIONS

PUBLIC WORKS-ENGINEERING

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT AND ISSUE A PURCHASE ORDER TO TYCO INTEGRATED SECURITY (FORMERLY ADT) FOR MONITORING SERVICES FOR THE CITY YARD LOCATED AT 458 S. ALAMEDA

END CONSENT AGENDA

REGULAR AGENDA

REPORTS OF OFFICERS, BOARDS, COMMISSIONS AND COMMITTEES

CITY MANAGER'S REPORT

CITY ATTORNEY'S REPORTS

4. **ORAL REPORT** - Meet and Confer Requirements

UNFINISHED BUSINESS

NEW BUSINESS

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO RENEW THE CONTRACT AND ISSUE A PURCHASE ORDER TO THE CITY OF INGLEWOOD FOR DATA PROCESSING SERVICES RELATING TO THE PARKING CITATION PROGRAM
6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE APPLICATION FOR COMPETITIVE ANTI-GRAFFITI GRANT FUNDS FROM THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT FOR SECOND SUPERVISORIAL DISTRICT EXCESS FUNDING FOR THE CITY OF COMPTON GRAFFITI ABATEMENT PROGRAM
7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE APPLICATION FOR COMPETITIVE TREE-PLANTING GRANT FUNDS FROM THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT FOR SECOND SUPERVISORIAL DISTRICT EXCESS FUNDING FOR THE CITY OF COMPTON TREE PLANTING
8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT TO PROVIDE ADDITIONAL DEPUTIES AT THE GATEWAY TOWNE CENTER DURING THE HOLIDAY SEASON AND ISSUE A PURCHASE ORDER FOR THE PAYMENT THEREFORE

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AMENDMENTS TO THE POSITION CLASSIFICATION PLAN BY ADOPTING CLASSIFICATION SPECIFICATIONS FOR THE POSITIONS OF DIRECTOR OF PUBLIC WORKS AND MUNICIPAL UTILITIES AND DEPUTY DIRECTOR OF PUBLIC WORKS AND MUNICIPAL UTILITIES AND AMENDING THE SALARIES FOR SAID POSITIONS AND AUTHORIZING THE CITY MANAGER TO APPROPRIATE FUNDS AND ISSUE A BUDGET AMENDMENT FOR THE RELATED FISCAL YEAR 2012-2013 SALARY EXPENDITURES

APPROVAL OF WARRANTS

10. Warrant #213074 - Date - 12/13/12 - Name - Press Telegram Long Beach - Services - Advertisement - Amount - \$5,306.67 - Requested by : City Manager's Office

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: Wednesday, January 02, 2013 @ 5:45 PM.

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NOVEMBER 20, 2012

The City Council meeting was called to order at 6:08 p.m. in the Council Chambers of City Hall by Mayor Eric Perrodin.

ROLL CALL

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

Council Members Absent: None

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

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

B.J. Douglas, President of the United Rangers of America, thanked the director of the Successor Agency for inviting Mr. Ransford and the Compton High School band to participate in the grand opening of the Fallas Paredes clothing store. He also requested a collaborative effort from US Vets and the Compton Unified School District to establish a youth leadership program.

Herbert Arceneaux, Compton resident, stated that he knows the City has money, and as a homeowner, he would like to see the City making major improvements in its efforts to beautify the community.

Barbara Calhoun, Compton resident and former councilperson, invited the veteran community to attend the Bellflower Masonic Lodge "Veterans Thanksgiving Feast" event to be held Thursday, November 22, 2012 from 11 a.m. to 2 p.m. at 9813 Beach Boulevard, Bellflower, California. For more information please call (562) 826-5715.

Stan Cooper, Compton resident and Explorer One Ambulance Service employee, invited the citizens of Compton to attend the Explorer One Ambulance Service "Free Thanksgiving Dinner" event to be held on Thursday, November 22, 2012 at 1040 East Compton Boulevard, Compton. If you would like more information regarding this event please call (310) 537-3971.

Benjamin Holifield, Compton resident, petitioned the City of Compton to produce its own newspaper or newsletter in an effort to promote itself. He went on to suggest that "sagging" be banned from the school districts in an effort to raise the personal standards of the youth.

Angelo McVay, Compton resident, invited the community to participate in the Compton Parks and Recreation "Christmas Program & Toy Drive" to be held on Saturday, December 8, 2012 from 10 a.m. to 3 p.m. at Wilson Park. For more information regarding this event please call (310) 631-3845.

Lestean Johnson, President of the Compton Chamber of Commerce, stated that in response to the outcry from the community last January 2012, the chamber voted to host the 2012 Compton Christmas Parade on Saturday, December 15, 2012. She indicated that in January 2012, the project manager for the event was instructed to immediately meet with the city manager; but this proved to be difficult with the change in city managers. She credited the following organizations for donating to the cost of the parade: Pacific Coast Waste & Recycling, Samoan Congregational Church, Compton Fashion Center, AT&T, The Gas Company, and Mid-Cities Credit Union. All-Pro Printing and Staples were also credited for their in-kind contributions.

Councilperson Zurita recognized the chamber's nobility; however she expressed a concern for the City's finances with regard to this event.

Ms. Johnson acknowledged Councilperson Zurita's concerns and noted that the chamber was promised a specific amount of in-kind support, some time ago, from the city manager's office.

Councilperson Zurita cited a three year commitment with former city manager Lamont Ewell to contest any requests for travel or other special events, and asked the city manager to reassure the citizens and employees that the City of Compton would not be paying for the Christmas parade.

#2.

City Manager Duffey maintained that he made it clear to the parade committee today that the city would not incur any costs associated with the parade and that any activities that would occur for the parade, such as overtime or clean-up afterwards, will be the responsibility of the chamber.

City Manager Duffey further indicated that JAG funds were an eligible use for parade security and will come before the council at the November 27th council meeting.

Councilperson Arceneaux conceded Councilperson Zurita's comments and reminded the city manager that a significant portion of JAG funding has already been allocated for graffiti removal.

James Hayes, member of the parade fundraising committee, notified the City Council that it is their goal to host the Christmas parade without any of the City's money and added that he was assured by the previous city manager that JAG funds could be expended on parade security.

Councilperson Arceneaux referred the City's financial state and indicated that there are other ways the City could celebrate the Christmas seasons, i.e., a Christmas Tree Lighting Ceremony.

Diane Sanchez, member of the Compton Chamber of Commerce, acknowledged the importance of fiscal responsibility and petitioned the City Council to stand behind this event to give the youth something to enjoy during the Christmas season.

Councilperson Dobson requested the total cost of the parade. Ms. Johnson explained that a portion of the funds have already been collected from local businesses, however the largest majority of the cost is law enforcement.

Councilperson Dobson asked Ms. Johnson if the Chamber petitioned the Sheriff's department to reduce their costs. Ms. Johnson reported that their costs have been reduced.

Mayor Perrodin proposed that the Chamber contact Sheriff Baca.

Joyce Kelly, Compton resident, petitioned the City Council to support the Chamber's efforts to host a Christmas parade.

Charles Strickland, Compton resident, requested a meeting between citizens and staff for a question and answer session. He commended Councilperson Jones for the "Thanksgiving Turkey Giveaway" event and requested that the meeting be adjourned in the memory of Lewis Rice, Maxcy Filer and Caesar Chavez.

Jere Castillo, owner of Clean Street, acknowledged the City's hardships and requested an opportunity to lease the City's street sweepers.

Councilperson Dobson asked Mr. Castillo if his company had the facilities to maintain the City's street sweepers. Mr. Castillo replied affirmatively.

Councilperson Arceneaux asked Mr. Castillo if he was proposing to lease the equipment and then provide the service for a fee. Mr. Castillo replied affirmatively.

Councilperson Arceneaux requested the cities that Clean Street services. Mr. Castillo stated that they service Paramount, Lawndale, Hawthorne, Culver City and West Hollywood.

Mayor Perrodin requested the number of employees from the City of Compton. Mr. Castillo reported that there are approximately three to four employees from Compton.

Mayor Perrodin requested the number of cities they are contracted with. Mr. Castillo cited 45 cities from San Diego to San Francisco and Palm Springs.

Roosevelt Peters, city employee and President of Local 3947, clarified that neither he, nor his staff has ever met with Mr. Duffey to discuss his plans for reorganization.

City Manager Duffey explained that his conversations about meeting with the unions dealt with the affected positions: the public works director and the water director. Mr. Duffey affirmed that

there were no potential changes that would impact the other organizations and clarified that his comment referred to meeting with management unions regarding the reorganization and reclassification of positions.

Mayor Perrodin asked City Manager Duffey to disclose the management personnel present during this meeting.

City Manager Duffey reported that he met with John Phillips and Michael Harvey.

Bishop Sanders, announced the Major League Baseball Academy, Pacific Coast Waste & Recycling and Compton Community College District collaboration to feed 5,000 people Thursday, November 22, 2012 from 11 a.m. to 2 p.m. in the Compton College gymnasium. Bishop Sanders commended everyone for their support particularly MLB and Frank Robinson for their generous donations.

Bishop Irving solicited volunteers for the Compton College "Thanksgiving Dinner" on Wednesday, November 21, 2012 and Thursday, November 22, 2012.

Bishop Sanders asked that donations be made out to: Mozel Sanders Thanksgiving Dinner West Coast Inc., 400 South Santa Fe, Compton, California 90221. For more information call (310) 639-0568.

Lynn Boone, Compton resident, challenged the "line through" in Item Number Seven and requested a revised invoice with the true cost. She went on to request an explanation of the closed session items and Item Number Four.

CONSENT AGENDA

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

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

APPROVAL OF MINUTES

1. October 23, 2012

PUBLIC WORKS-ENGINEERING

2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS TO SULLY MILLER CONTRACTING COMPANY, CALMAT COMPANY DBA VULCAN MATERIALS COMPANY AND UNIQUE PAVING MATERIALS FOR ASPHALT MATERIALS (**Resolution # 23,653**)

END CONSENT AGENDA

REGULAR AGENDA

3. CITY ATTORNEY'S REPORTS

CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION

Warren/Shandell v. City of Compton - BC389182/TC020285
Hartford Fire Insurance v. City of Compton - CV12-04357 DMG-MRW
CUSD v. City of Compton - BC449037
Pursuant to California Government Code Section 54956.9(a)

#2.

On motion by Arceneaux, seconded by Dobson, closed session was approved, by the following vote on roll call:

AYES: Council Members - Zurita, Dobson, Arceneaux, Jones, Perrodin

NOES: Council Members - None

ABSENT: Council Members - None

UNFINISHED BUSINESS

4. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON CONSOLIDATING THE DEPARTMENTS OF PUBLIC WORKS AND WATER TO ESTABLISH THE DEPARTMENT OF PUBLIC WORKS AND MUNICIPAL UTILITIES (**Second Reading**)

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

AYES: Council Members - Zurita, Dobson, Arceneaux, Jones, Perrodin

NOES: Council Members - None

ABSENT: Council Members - None

Mayor Perrodin asked the city manager to clarify his comments from last week regarding his meeting with the unions.

City Manager Duffey reported that he had met with the American Federation of State, County and Municipal Employees (AFSCME) management union, more specifically John Phillips, Satra Zurita, Terrence Davis, and Michael Harvey as a representative of the water department.

Mayor Perrodin asked Michael Harvey if he was suspended from the union.

Michael Harvey explained that, that was not necessarily true and that the issue is under dispute at this moment in time.

Mayor Perrodin asked Mr. Harvey if he had met with the city manager and John Phillips the president of AFSCME union regarding the consolidation of the water department and public works. Mr. Harvey stated that the meeting was regarding the job specifications for the director and deputy director of public works.

Mayor Perrodin asked Mr. Harvey if he was meeting with the unions as a city employee. Mr. Harvey clarified that he was meeting on the union side, as a person of knowledge for the water department.

Mayor Perrodin asked if the consolidation would affect anyone besides management. Mr. Harvey stated that it depends on how the merger happens and how the two are brought together.

Councilperson Zurita voted to approve the item.

Councilperson Dobson asked the city attorney if this proposal was legal.

City Attorney Cornwell indicated that there have been conflicting statements regarding the meet and confer with the unions, however he affirmed that this item has the ability to go forward. Mr. Cornwell noted that when it comes time for job specifications, the meet and confer would have to go forward before the item is introduced to council.

Councilperson Zurita reported heckling from the audience and asked Mayor Perrodin to enforce the rules of decorum ordinance.

Mayor Perrodin stated that according to the City ordinance, the majority of the council has the authority to enforce the rules of decorum.

It was motioned by Zurita, seconded by Arceneaux, to stop the speaking out from the audience.

Councilperson Dobson clarified that she was in the middle of questioning, and that there was already a motion on the floor to approve the item.

Mayor Perrodin requested legal counsel.

City Attorney Cornwell stated that the unrelated amendment can be decided upon afterwards and explained to Councilperson Dobson that this project is in two phases; one is the ordinance before the council; and two is the resolution changing job descriptions to comply with the ordinance. The job description resolution will require a meet and confer, of which there were conflicting statements. The ordinance combining the job descriptions to satisfy the charter is properly before council, and if it is council's wishes to have a signed statement with the ordinance they can do so, if not, it can go forward as stated and written.

AYES: Council Members - Zurita, Arceneaux, Jones

NOES: Council Members - Dobson, Perrodin

ABSENT: Council Members - None

On motion by Arceneaux, seconded by Zurita, **Ordinance # 2,235** entitled "**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON CONSOLIDATING THE DEPARTMENTS OF PUBLIC WORKS AND WATER TO ESTABLISH THE DEPARTMENT OF PUBLIC WORKS AND MUNICIPAL UTILITIES**" was adopted by the following vote on roll call:

AYES: Council Members - Zurita, Arceneaux, Jones

NOES: Council Members - Dobson, Perrodin

ABSENT: Council Members - None

Councilperson Zurita read the rules of decorum.

Mayor Perrodin out at 7:31 p.m.

Councilperson Zurita made a motion to stop the heckling and put the people in the audience on notice.

{Loud talking from the audience}

It was seconded by Arceneaux.

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

NOES: Council Members - None

ABSENT: Council Members - Perrodin

Councilperson Zurita asked the city attorney to make the rules of decorum available to the members of the audience.

NEW BUSINESS

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE PUBLIC WORKS FISCAL YEAR 2012-2013 BUDGET, TRANSFER FUNDS BETWEEN ACCOUNTS AND ISSUE A PURCHASE ORDER TO CITY OF COMPTON MUNICIPAL WATER DEPARTMENT

Mayor Perrodin in at 7:33 p.m.

It was motioned by Arceneaux, seconded by Jones to discuss this item.

Mayor Perrodin asked that someone explain the \$300,000 and \$170,000 in the background information.

#2.

Harold Williams, Interim Director of Public Works, apologized for the error and added that it would not heavily impact the budget. Mr. Williams proposed to correct the figures now or come back at the next council meeting with the right numbers.

City Manager Duffey directed Mr. Williams to explain what the mistakes were.

Michael Harvey, representative of the water department, clarified that it is a \$300,000 transfer.

Mayor Perrodin requested the funding source. Mr. Harvey indicated that the funds would be expended from the general fund.

Mayor Perrodin asked Mr. Harvey if any additional funds have been transferred for other contract services. Mr. Harvey answered that \$300,000 is available and confirmed by the city controller.

Mayor Perrodin mentioned his previous request for a balance of accounts when expenditures are brought before the council.

Councilperson Arceneaux asked the Mayor if he wanted to remove the item. Mayor Perrodin replied affirmatively.

Councilperson Arceneaux withdrew her motion.

City Attorney Cornwell stated that there is another concern with the city controller's review and that is whether or not, he was aware of the error.

City Manager Duffey acknowledged the error and proposed that the item be brought back next week.

Mayor Perrodin directed City Manager Duffey to review the resolutions, also, to make sure it is correct. City Manager Duffey conceded the Mayor's request.

Councilperson Zurita withdrew her motion.

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2012-2013 FISCAL YEAR BUDGET AND AUTHORIZING THE CITY MANAGER TO ACCEPT THE SETTLEMENT FROM AFFILIATED FM INSURANCE FOR PROPERTY DAMAGES INCURRED AS A RESULT OF THE FIRE AT COMPTON FIRE STATION NO. 1 ON DECEMBER 11, 2011

It was moved by Zurita, seconded by Arceneaux to discuss this item.

Councilperson Zurita referenced the background information and requested the number of radios stored and/or recovered from Fire Station No. 1.

City Attorney Cornwell stated that only the value exists.

Councilperson Zurita asked if any radios were stored in another location.

Bryan Batiste, Deputy Fire Chief, explained that the City owned approximately 100 radios; however they were all turned over to the insurance company.

Councilperson Zurita asked if the entire amount of radios purchased was included in the inventory to sell. Mr. Batiste replied affirmatively.

Councilperson Zurita asked if the insurance company took radios that were not damaged. Mr. Batiste replied affirmatively and added that there would be two claims, one for fire damage and another for possible theft.

Councilperson Zurita asked if the City had radios stored anywhere else. Mr. Batiste indicated that there were no other radios.

Councilperson Jones questioned if this was a fair settlement, and who made the decision.

Monica Turner, Risk Manager, stated that the total amount of radios that the insurance company's independent assessor was able to appraise at the fire station based upon depreciation is \$380,632.79. \$275,869.90 is the actual cash value; however the City's policy allows it to pick up the difference of \$104,762.89 if it can show \$380,632.79 of unplanned, unbudgeted expenditures by June 11, 2013.

Councilperson Arceneaux questioned if the number of radios involved in the fire, plus the ones that were submitted to the insurance company, equal the amount of radios purchased. Mr. Batiste stated that during the investigation, it was determined that all radios were not accounted for.

Councilperson Arceneaux requested the number of radios remaining from the original purchase and the radios accounted for by the insurance company.

Mr. Batiste stated that through the investigation, the Sheriff's department has allegedly been able to retrieve some property; however he stated that he was limited in his responses due to the involvement of a city employee.

Councilperson Arceneaux asked if the City would receive a partial payment from the insurance company because the City would not be replacing the radios involved in the fire. Ms. Turner indicated that the insurance company is only reimbursing the City what they accounted for from the fire.

Councilperson Arceneaux asked Mr. Batiste if he knew the difference between the number of radios purchased and what was discovered from the fire.

Mr. Batiste indicated that he did not have that number but noted that over one hundred mobile and portable radios were purchased.

Councilperson Arceneaux stated that she would like to know the exact number of radios purchased and received.

Councilperson Zurita asked Ms. Turner if she felt the settlement offer was acceptable, and if the City had a chance of recovering the \$104,762.89. Ms. Turner replied affirmatively.

Councilperson Dobson reported that the City would never be able to recover the original purchase price because there is always depreciation from market value to actual cash value.

Mayor Perrodin referenced the statement of issue and questioned if the conditions to recover the \$104,762.89 applied to theft. Ms. Turner reported that there is a different policy for theft and that a claim could not be submitted for theft and fire.

Mayor Perrodin requested the number of radios purchased in accordance to the invoices. Mr. Batiste indicated that over one hundred portable and mobile radios were purchased.

Mayor Perrodin voiced a concern for the rate of depreciation as it relates to the settlement.

City Attorney Cornwell maintained that the insurance company was unable to recover all of the radios, so the total value of the radios presented is less than the total amount purchased. In the event that the unaccounted for radios are found, that are not a part of this claim, there are insurances available that will be able to cover that loss.

Mayor Perrodin asked the risk manager if she would seek compensation for the stolen radios. Ms. Turner replied affirmatively.

Mayor Perrodin questioned if a claim was submitted for the radios not damaged in the fire. Ms. Turner notified the Mayor that she needs a final investigation report in order to submit a claim.

Mayor Perrodin questioned why the City still does not have a completed report to submit a claim after nearly a year.

#2.

City Attorney Cornwell reported that the theft report is considered ongoing.

Councilperson Arceneaux asked the city attorney if he had an anticipated date of the final investigation.

City Attorney Cornwell asserted that he could not make a representation as to that investigation.

City Manager Duffey suggested a closed session so that the discussion does not compromise the investigation.

Mayor Perrodin stated that the City should have had loss insurance to cover the radios that were lost or stolen. Ms. Turner stated that the problem with this issue is the ongoing investigation, and consequently the insurance company is not going to pay a claim if they do not know what happened to the equipment.

On motion by Zurita, seconded by Arceneaux, **Resolution #23,654** entitled “**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2012-2013 FISCAL YEAR BUDGET AND AUTHORIZING THE CITY MANAGER TO ACCEPT THE SETTLEMENT FROM AFFILIATED FM INSURANCE FOR PROPERTY DAMAGES INCURRED AS A RESULT OF THE FIRE AT COMPTON FIRE STATION NO. 1 ON DECEMBER 11, 2011**” was approved, by the following vote on roll call:

APPROVAL OF WARRANTS

7. Warrant #212308 - 11/15/12 - PNC Bank NA - Compensate PNC Bank for late charges - city-wide retrofit/revenue program - \$7,216.48 - Requested by: City Manager

It was motioned by Arceneaux, seconded by Jones to discuss this item.

Councilperson Dobson asked the city manager if he had policies in place to ensure that these late fees are assessed again.

City Manager Duffey suggested an automatic payment system.

Councilperson Dobson asked if the late charges were in the budget. City Manager Duffey reported that the late charges were not configured in the budget and assured Councilperson Dobson that they would be covered.

Mayor Perrodin questioned if the invoices were submitted before the due date. City Manager Duffey explained that this is a bill for the late charge.

Mayor Perrodin asked if there was a contingency account in the budget for items such as these, or is this a budget amendment and if so where will the funds be disbursed from.

City Manager Duffey reported that there is a contingency fund for retirements and during the mid-year report in January 2013, he noted that he would present the proposed adjustments due to these expenditures.

Mayor Perrodin questioned why the City continues to incur late fees.

Jesenia Sanchez, City Controller's payroll supervisor, (standing in for the city controller), indicated that the invoice process is an audit procedure and policy for the City Controller's Office before they print a check.

Mayor Perrodin asked if it is the responsibility of the department head to submit an invoice to the controller's office. Ms. Sanchez replied affirmatively.

City Manager Duffey recommended a notation in the financial record to indicate payment due dates.

Councilperson Arceneaux asked if there were any payment alerts in the system. City Manager Duffey stated that those are ongoing discussions with the city controller and city treasurer.

Mayor Perrodin requested the account that these funds will be withdrawn from.

City Manager Duffey cited general account numbers 4297 and 4282.

Ms. Sanchez noted that initials from someone in the office verify that the funds are available.

On motion by Arceneaux, seconded by Jones, Warrant #212308 was approved, by the following vote on roll call:

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

COUNCIL COMMENTS - There were no Council Comments.

On motion by Arceneaux, seconded by Jones, to recess the City Council meeting at 8:46 p.m., by the following vote on roll call:

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

On motion by Arceneaux, seconded by Dobson, to reconvene the City Council meeting at 10:09 p.m., by the following vote on roll call:

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

On motion by Arceneaux, seconded by Jones, to extend the meeting past the four hour mark, by the following vote on roll call:

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

The meeting was recessed to closed session at 10:09 p.m. and reconvened at 12:05 a.m.

ROLL CALL

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

REPORT OUT OF CLOSED SESSION

City Attorney Cornwell reported out that council met in closed session regarding conference with legal counsel, existing litigation, Warren/Shandell v. City of Compton - BC389182/TC020285; no action taken. Hartford Fire Insurance v. City of Compton - CV12-04357 DMG-MRW; no action taken. CUSD v. City of Compton - BC449037; settlement parameters were given, pursuant to California Government Code Section 54956.9(a).

On motion by Dobson, seconded by Jones, the meeting was adjourned at 12:06 a.m. in the memory of **Jimmy Armstead** and **J. L. Hudson**, by the following vote on roll call:

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

NOVEMBER 27, 2012

The City Council meeting was called to order at 6:28 p.m. in the Council Chambers of City Hall by Mayor Eric Perrodin.

ROLL CALL

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

Council Members Absent: None

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

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Gerald Pickens, Compton Baseball Academy Teams (CBATS), announced his newfound partnership with the Major League Baseball Urban Youth Academy and Watts Willowbrook Girls and Boys Club at Compton Community College. Mr. Pickens invited the Mayor and City Council to kick-off the "Toys for Kids Tournament" to be held Saturday, December 1, 2012 at 12:30 p.m. at the Urban Youth Academy.

Jade Davis-Hurd, Compton High School and academic scholar, petitioned the City Council to support her in her invitation by Lead America to attend the 2013 Presidential Inauguration Ball in Washington D.C. She indicated that \$2,800 was due by Saturday, December 15, 2012.

Mayor Perrodin encouraged the community to support Ms. Hurd and send their donations to the City Clerk's Office with checks payable to: Jade Davis-Hurd.

Joanne P. Reeder, Dollarhide Neighborhood Center, petitioned the City Council, on behalf of the senior citizen community, to support the Compton Christmas parade on December 15, 2012.

Charles Davis, Compton resident and former City Clerk, introduced his niece Brittany Williams, Miss Black Compton California.

Brittany Williams, Miss Black Compton California, announced that she would be representing the City of Compton in the Miss Black California Competition December 27-30, 2012 at the LAX Four Point Sheraton Hotel. She solicited support from the City Council to raise \$1,500 to compete in the pageant and mentioned that she would be collaborating with the youth to educate them on African American figures in history and career building. The deadline to submit donations is Thursday, December 20, 2012.

Mayor Perrodin invited the community to send their donations to the City Clerk's Office and make their checks payable to: Miss Black California c/o Brittany Williams.

Paulette Gibson, President of the National Association for the Advancement of Colored People (NAACP) Compton Branch, reported that the organization lost two of its members, Robert Bob Eaton and Emery Neil. She noticed the results of the election this month: twelve new officers, six returning officers and a new third vice president Sharon Givens. She also thanked City Attorney Cornwell for his donation which will allow them to reactivate the Compton youth and college NAACP divisions in January 2013. She also mentioned the grant the Compton branch received for the GOTV program that allowed them to hire 22 residents this month for the campaign.

Benjamin Holifield, Compton resident, petitioned this Body to do more to support CBATS and the youth in the community. He asked that a photographer be brought back to the council meetings to communicate the good news in Compton; and asked that brighter lighting be installed on Compton Boulevard and around the Walton Middle School park area. He complained about the condition of Central Avenue traveling south from Rosecrans Avenue to Greenleaf Boulevard and argued that his vehicle may not last too much longer. He went on to petition the Mayor to address a potential community garden at Central and Compton Boulevard.

#2.

Mayor Perrodin questioned the emergent maintenance at Central and Compton Boulevard when the local pocket parks are not being maintained.

Councilperson Arceneaux reported that the LEAPS Program was responsible for the cinder blocks and community garden at Central and Compton Boulevard.

William Kemp, Compton resident, commended City Attorney Cornwell for his contributions to the NAACP Compton Branch. He maintained that the only way people would believe what he says is for him to tell the truth when someone he does not always agree with, does something right. He held that some people have not learned that in this City and that if they continue to lie eventually the lie will surface and they will lose credibility.

Diana Sanchez, Compton resident and Christmas parade coordinator, announced that there are currently 37 confirmed participants for the Christmas parade scheduled for Saturday, December 15, 2012 including: Councilperson Janna Zurita, Councilperson Lillie Dobson, Councilperson Yvonne Arceneaux, City Clerk Alita Godwin, City Commissioners, the rapper "The Game", Mishon Ratliff, April White, Compton College Board of Trustee members, all three Compton High School bands, a host of local organizations, and Santa Claus.

Joyce Kelly, Compton resident, referred to Item Number Six on the council agenda and questioned if this was the city manager’s approach to evading the state requirements for the water department. And as it relates to heckling, she indicated that the only heckling that was disruptive to Councilperson Zurita was her on her electronics.

City Manager Duffey notified Ms. Kelly that the new job description includes the distribution grade four.

Councilperson Arceneaux out at 7:15 p.m.

Lynn Boone, Compton resident, petitioned Councilperson Dobson and Mayor Perrodin to vote against Item Number Six.

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

APPROVAL OF MINUTES

1. November 6, 2012 (Received/Filed)

END CONSENT AGENDA

Councilperson Arceneaux in at 7:19 p.m.

REGULAR AGENDA

CITY MANAGER'S REPORT- There was no City Manager's Reports.

CITY ATTORNEY’S REPORTS

2. CLAIM AGAINST THE CITY:

Maria Diaz v. City of Compton - I-8545/LI0000230A

On motion by Arceneaux, seconded by Jones, the above claim was denied, by the following vote on roll call:

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

CLOSED SESSION

3. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
SoCal Mobile Food Vendors Association v. City of Compton, TC026968
Warren/Shandell v. City of Compton, BC 389182/TC020285
Pursuant to California Government Code Section 54956.9(a)
4. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
One (1) Potential Case
Pursuant to California Government Code Section 54956.9(b)

On motion by Arceneaux, seconded by Jones, the above closed sessions were approved, by the following vote on roll call:

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

UNFINISHED BUSINESS- There was no Unfinished Business.

NEW BUSINESS

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AMENDING THE MUNICIPAL LAW ENFORCEMENT SERVICES' FISCAL YEAR
2012-2013 BUDGET TO ACCEPT AND APPROPRIATE \$140,600.00 IN FUNDING
TO CONDUCT SOBRIETY CHECKPOINTS IN THE CITY OF COMPTON

It was motioned by Arceneaux, seconded by Jones to discuss this item.

Mayor Perrodin requested a report regarding the number of sobriety checkpoints conducted over the course of this fiscal year versus last fiscal year, how many persons were stopped and arrested, the charges and convictions.

On motion by Arceneaux, seconded by Jones, **Resolution # 23,655** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE MUNICIPAL LAW ENFORCEMENT SERVICES' FISCAL YEAR 2012-2013 BUDGET TO ACCEPT AND APPROPRIATE \$140,600.00 IN FUNDING TO CONDUCT SOBRIETY CHECKPOINTS IN THE CITY OF COMPTON**" was approved, by the following vote on roll call:

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

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
APPROVING AMENDMENTS TO THE POSITION CLASSIFICATION PLAN BY
ADOPTING CLASSIFICATION SPECIFICATIONS FOR THE POSITIONS OF
DIRECTOR OF PUBLIC WORKS AND MUNICIPAL UTILITIES AND DEPUTY
DIRECTOR OF PUBLIC WORKS AND MUNICIPAL UTILITIES AND AMENDING
THE SALARIES FOR SAID POSITIONS **(REMOVED)**

#2.

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MARTIN AND CHAPMAN COMPANY TO RENDER SPECIFIED SERVICES AND SUPPLIES FOR THE 2013 PRIMARY NOMINATING AND GENERAL MUNICIPAL ELECTIONS TO BE HELD ON APRIL 16, 2013 AND JUNE 4, 2013, RESPECTIVELY

It was motioned by Arceneaux, seconded by Jones to discuss this item.

Councilperson Zurita asked if Martin and Chapman is the only company that provides this service.

City Clerk Godwin stated that Martin and Chapman is the only company on the West Coast that provides full service elections.

On motion by Arceneaux, seconded by Jones, **Resolution # 23,656** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MARTIN AND CHAPMAN COMPANY TO RENDER SPECIFIED SERVICES AND SUPPLIES FOR THE 2013 PRIMARY NOMINATING AND GENERAL MUNICIPAL ELECTIONS TO BE HELD ON APRIL 16, 2013 AND JUNE 4, 2013, RESPECTIVELY**" was approved, by the following vote on roll call:

AYES: Council Members - Zurita, Dobson, Arceneaux, Jones, Perrodin

NOES: Council Members - None

ABSENT: Council Members - None

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO RENDER SPECIFIED SERVICES TO THE CITY RELATING TO THE CONDUCT OF A PRIMARY NOMINATING AND GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, APRIL 16, 2013 AND JUNE 4, 2013, RESPECTIVELY

On motion by Arceneaux, seconded by Jones, **Resolution # 23,657** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO RENDER SPECIFIED SERVICES TO THE CITY RELATING TO THE CONDUCT OF A PRIMARY NOMINATING AND GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, APRIL 16, 2013 AND JUNE 4, 2013, RESPECTIVELY**" was approved, by the following vote on roll call:

AYES: Council Members - Zurita, Dobson, Arceneaux, Jones, Perrodin

NOES: Council Members - None

ABSENT: Council Members - None

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH AND ISSUE A PURCHASE ORDER TO DEBRA DUNCAN FOR ELECTION PREPARATION SERVICES FOR THE 2013 PRIMARY NOMINATING AND GENERAL MUNICIPAL ELECTIONS TO BE HELD ON TUESDAY, APRIL 16, 2013 AND JUNE 4, 2013 RESPECTIVELY

On motion by Arceneaux, seconded by Jones, **Resolution # 23,658** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH AND ISSUE A PURCHASE ORDER TO DEBRA DUNCAN FOR ELECTION PREPARATION SERVICES FOR THE 2013 PRIMARY NOMINATING AND GENERAL MUNICIPAL ELECTIONS TO BE HELD ON TUESDAY, APRIL 16, 2013 AND JUNE 4, 2013 RESPECTIVELY**" was approved, by the following vote on roll call:

AYES: Council Members - Zurita, Dobson, Arceneaux, Jones, Perrodin

NOES: Council Members - None

ABSENT: Council Members - None

APPROVAL OF WARRANTS - There were no warrants to be approved.

COUNCIL COMMENTS

Councilperson Arceneaux asked that anyone with the aptitude to help Mr. Ray with his hot water heater to call Deidre Duhart at (310) 605-5612.

Councilperson Arceneaux invited the community to participate in the upcoming "Compton Creek Clean-up" event to be held on Saturday, December 1, 2012 from 8 a.m. to 12 p.m. Registration is at Gonzales Park. For additional information call Deidre Duhart at (310) 605-5612. Lunch will be provided.

Councilperson Arceneaux requested that the meeting be adjourned in them memory of former pastor of Doublerock Baptist Church Dr. Joseph Holmes.

Councilperson Arceneaux directed the city manager to implement a 24-hour graffiti removal policy.

Councilperson Arceneaux asked the city manager to comment on tree trimming.

City Manager Duffey reported that the public works director would be back before the council within the next two to three weeks with a bid for tree trimming for a budgeted \$500,000.

Councilperson Arceneaux stated that she has noticed a proliferation of big rig trucks in residential areas lately and asked that code enforcement and the Sheriff's department cite and tow these vehicles, if necessary.

Councilperson Zurita commended the grants department for bringing in an additional \$250,000 to the City.

Councilperson Zurita requested an update on the Mayor's inquiry concerning the use of court ordered community service workers to clean up the City.

City Manager Duffey reported that staff was advised that they would have to assign an employee to supervise the court appointed individuals.

Councilperson Zurita requested a report on the traffic signal at Central and Compton Boulevard, and a presentation on employee/employer rights and the meet and confer process with unions.

Councilperson Zurita asked the city manager to address why there are no lights at Central and Greenleaf Boulevard and the path near Compton College.

Councilperson Zurita announced that city hall would be closed Monday, December 24, 2012 through Tuesday, January 2, 2013.

Councilperson Zurita announced that she would be hosting an "Emergency Preparedness and Fire Safety Seminar" event to be held on Thursday, December 6, 2012 at 1 p.m. For more information please call your local fire station.

Councilperson Zurita encouraged the residents to call Pacific Coast Waste & Recycling to dispose of their unwanted furniture items.

Councilperson Zurita requested that the meeting be adjourned in the memory of Hazel Crane.

Councilperson Dobson thanked the Compton Chamber of Commerce for making the annual Christmas parade a reality for the residents.

#2.

Mayor Perrodin congratulated the Centennial and Dominguez High School football teams on a successful season.

Mayor Perrodin commended Bishop Sanders on the success of feeding over 6,300 people during the first annual Mozel Sanders Thanksgiving Dinner celebration at Compton College.

Mayor Perrodin notified the baseball community that Hall of Famer Frank Robinson is in charge of the Major League Baseball Urban Youth Baseball Academy; and they are proposing a major renovation of Jackie Robinson stadium.

Mayor Perrodin invited the residents to participate in the “Beautification Committee's Clean-up” event to be held on Saturday, December 1, 2012 from 8 a.m. to 10 a.m. at Santa Fe and Artesia Boulevard.

Mayor Perrodin announced that there would be a gospel concert to celebrate the life of Pastor Joseph Holmes on Friday, November 30, 2012 at 7 p.m. at Doublerock Baptist Church.

Mayor Perrodin requested the status of the property at 156th and Central Avenue.

Victor Orozco, Building and Safety Department, reported that the department stopped the work on the property because they were operating without the proper permits.

Mayor Perrodin asked if the demolition began without permits from the City. Mr. Orozco replied affirmatively.

Mayor Perrodin voiced a concern for the potential health hazards imposed on the residents that live in the nearby trailer park.

The meeting was recessed to closed session at 8:05 p.m. and reconvened at 9:35 p.m.

ROLL CALL

Council Members Present: **Zurita, Dobson, Arceneaux, Jones, Perrodin**
Council Members Absent: **None**

REPORT OUT OF CLOSED SESSION

City Attorney Cornwell reported that council met in closed session regarding conference with legal counsel - existing litigation, i.e., SoCal Mobile Food Vendors Association v. City of Compton, TC026968. No action was taken pursuant to California Government Code Section 54956.9(a). In the case regarding conference with legal counsel - anticipated litigation in one potential case; no action was taken pursuant to California Government Code Section 54956.9(b).

ADJOURNMENT

On motion by Arceneaux, seconded by Dobson, the meeting was adjourned at 9:36 p.m. in the memory of **Hazel Crane** and **Pastor Joseph Holmes**, by the following vote on roll call:

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

Clerk of the City of Compton

Mayor of the City of Compton

December 18, 2012

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: HAROLD C. WILLIAMS, P.E., INTERIM DIRECTOR OF PUBLIC WORKS / CITY ENGINEER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT AND ISSUE A PURCHASE ORDER TO TYCO INTEGRATED SECURITY (FORMERLY ADT) FOR MONITORING SERVICES FOR THE CITY YARD LOCATED AT 458 SOUTH ALAMEDA

SUMMARY

This resolution authorizes the City Manager to enter into an agreement and issue a purchase order to Tyco Integrated Security, formerly doing business as ADT (Tyco), for monitoring services for the period of December 2012 through December 2017.

BACKGROUND

In November 2010, the Public Works department entered into an agreement with Tyco to provide security monitoring services for the City Yard. The original agreement was from November 2010 to November 2015.

On September 17, 2012, the City of Compton received a notice from ADT's legal counsel "Richard T. Avis, Attorney & Associates, LLC" regarding the collection of debt owed to Tyco in the amount of \$7,475.89 for early termination of the five-year agreement due to non-payment.

Additionally, Tyco informed Public Works staff that they would be willing to waive the obligation of \$7,475.89 in early termination fees for the remaining three years of the original agreement, if the City enters into a new five-year agreement. On October 23, 2012, the Public Works staff sent communication confirming the desire to enter into a new agreement.

Currently, the Public Works City Yard is being monitored by Tyco at no cost to the City pending the approval of the new agreement.

**Tyco Staff Report
December 18, 2012
Page 2**

STATEMENT OF THE ISSUE

The Public Works Street Maintenance Division would like to continue the ability to secure the entry ways to the City Yard for the period of December 2012 through December 2017 at an amount of \$2,055 annually and \$10,275 for the duration of the agreement. Obtaining a purchase order in the amount of \$10,275 will ensure there will be no issues with late or non-payments for the duration of the five-year contract.

FISCAL IMPACT

The funds for these expenditures are in the Public Works Department's 2012-2013 Fiscal Year budget in Account No. 1001-72-0000-4269 in the amount of \$10,275. The balance in the account as of this writing is \$239,536.37.

ALTERNATIVE

The alternative is the inability to continue to secure the location with the current vendor. If the Council chooses to go with another company, the Public Works department will be responsible for the outstanding payment of \$7,745.89 to Tyco Integrated as well as any equipment, set up charges, and new monitoring fees associated with a new vendor agreement.

STAFF RECOMMENDATION

Staff recommends the adoption of the attached resolution.

**HAROLD C. WILLIAMS, P.E.
INTERIM DIRECTOR OF PUBLIC WORKS /
CITY ENGINEER**

APPROVED FOR FORWARDING:

**G. HAROLD DUFFEY
CITY MANAGER**

GHD/HCW/RC

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT
AND ISSUE A PURCHASE ORDER TO TYCO INTEGRATED SECURITY
(FORMERLY ADT) FOR MONITORING SERVICES FOR THE CITY YARD
LOCATED AT 458 SOUTH ALAMEDA**

WHEREAS, this resolution authorizes the City Manager to enter into an agreement and issue a purchase order to Tyco Integrated Security (formerly ADT) for monitoring services for the period of December 2012 through December 2017; and

WHEREAS, in November 2012, the Public Works department entered into an agreement with Tyco to provide security monitoring services for the City Yard; and

WHEREAS, the original agreement was from November 2010 to November 2015; and

WHEREAS, on September 17, 2012, the City of Compton received a notice from Tyco's legal counsel "Richard T. Avis, Attorney & Associates, LLC" regarding the collection of debt owed in the amount of \$7,475.89 for early termination of the five-year agreement due to non-payment; and

WHEREAS, additionally, Tyco informed Public Works staff that they would be willing to waive the obligation of \$7,475.89 in early termination fees for the remaining three years of the original agreement, if the City enters into a new five-year agreement

WHEREAS, the Public Works Street Maintenance Division would like to continue the ability to secure the entry ways to the City Yard for the period of December 2012 through December 2017 at an amount of \$2,055 annually and \$10,275 for the duration of the agreement; and;

WHEREAS, due to the expenditure exceeding the \$5,000 threshold, authorization from City Council is required.

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

SECTION 1. That the City Manager is authorized to enter into an agreement with Tyco Integrated Security for provision of security monitoring services at the City Yard, located at 458 South Alameda Street for a term of five (5) years (December 2012 through December 2017).

SECTION 2. That the City Manager is authorized to issue a purchase order to Tyco Integrated Security in an amount not to exceed \$10,275 (Ten Thousand Two Hundred Seventy Five Dollars) for the period of December 2012 through December 2017. Funds are available in account no 1001 72 0000 4269.

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

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

ADOPTED this ____ day of _____, 2012.

MAYOR OF THE CITY OF COMPTON

RESOLUTION NO. _____
PAGE TWO

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing resolution was adopted by the City Council, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____ 2012.

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



COMMERCIAL SALES AGREEMENT

TOWN NO.
C050-LOS ANGELES,
CACUSTOMER NO.
105071632

JOB NO.

PO NO.

ESTIMATE NO.
1-NFBPW

DATE: 10/23/2012

Tyco Integrated Security LLC ("Tyco")

Hilda Marquez
21171 S Western Ave,
Torrance, CA 90501-1724
Tele. No. (310) 619-2132City of Compton Public Works Department
d/b/a:

("Customer")

Customer Billing Information
Compton, City Hall, 205 S. Willowbrook
Compton, CA 90221
Attn: Dolores Jones
Tele. No. (310) 720-0585**Customer Premises Served**458 S Alameda,
Compton, CA 90221
Attn: Dolores Jones
Tele. No. (310) 720-0585

This Commercial Sales Agreement is between Customer and Tyco effective as of the date signed by Customer. By entering into this Agreement, Tyco and Customer agree to the Terms and Conditions contained in this Agreement. The Equipment and/or Services, collectively the System(s) covered under this Agreement is/are listed in the attached Schedule(s) of Protection / Scope of Work ("SOW").

I. THE FOLLOWING DOCUMENTS ARE ATTACHED TO THIS AGREEMENT AND ARE INCORPORATED BY REFERENCE:

- | | |
|---|--|
| (a) Hazardous Substance Checklist and Customer Letter | (e) State Specific Forms, if applicable (e.g., local permit applications) |
| (b) Scope of Work / Schedule(s) of Protection | (f) Customer Installation Acceptance Form (specific to Equipment/Services purchased) |
| (c) Terms and Conditions | (g) If multiple locations, see attached schedule |
| (d) Additional Terms and Conditions | |

II. **CHARGES AND FEES:** Customer agrees to pay the Sum of **\$ 0.00** ("Installation Charge") with **\$ 0.00** payable upon acceptance of this Agreement ("Installation Charge Deposit") plus any applicable "Fees" and sales taxes. Tyco may invoice Customer for progress billings based upon Equipment and/or System components delivered or stored, and/or Services performed before completion of the System/Equipment installation, activation of the System, connection to the CMC, or any other Service(s). All outstanding Installation Charges and/or Fees shall be due and payable upon completion of the installation of the Equipment/System and as a precondition to activation of System and, if applicable, connection to Tyco's Central Monitoring Center ("CMC") or any other Service(s). Any changes in the STATEMENT OF WORK / SCHEDULE OF PROTECTION made by the Customer after execution of this Agreement must be agreed to by Tyco and the Customer in writing and may be subject to additional charges and/or fees. Any equipment ordered by Customer by e-mail or telephone order shall be subject to terms and conditions of the Agreement and may be subject to shipping, handling, and/or restocking fees. For the Service(s) provided as indicated in this Agreement, Customer agrees to pay Service Charges in the amount of **\$ 2,055.00** per annum (the "Annual Service Charge"), payable in advance **Quarterly** plus applicable state and/or local tax(es) for 5 year(s) (the "Initial Term") effective from the date such Service is operative under this Agreement. Until Customer has paid Tyco the Installation Charge and Fees in full, Customer grants to Tyco a security interest in the Equipment and all proceeds thereof to secure such payment. After the Initial Term this Agreement shall automatically renew on a/an **Annual** basis unless terminated by either party upon written notice at least thirty (30) days prior to the anniversary date. Tyco shall have the right to increase Annual Service Charge(s) after one (1) year. For termination prior to the end of the Initial Term, Customer agrees to pay, in addition to any outstanding Fees and charges for Service(s) rendered prior to termination, **90%** of the Annual Service Charge(s) remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty. Additionally, Customer agrees to pay any assessments, taxes, fees or charges imposed by any governmental body, telephone, communication, or signal transmission company such as false alarm, permitting or connection fees, or administration fees or service charges assessed by Tyco related to AHJ requirements and/or changes to applicable laws, the need to reprogram alarm controls/devices to comply with area code, signal transmission, numbering or other changes relating to the installed Equipment and/or Service(s) provided under this Agreement ("Fees").

III. **ENTIRE AGREEMENT; CUSTOMER ACCEPTANCE:** This Agreement, together with all of its written Amendments, Riders, Scope of Work and/or Exhibits, constitutes the entire agreement between the Customer and Tyco relating to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements and understandings. The terms and conditions of this Agreement will prevail over any conflicting, inconsistent or additional terms and/or conditions contained in any purchase order, agreement, or other document issued by Customer. In signing this Agreement, Customer is not relying on any advice, advertisements, or oral representations of Tyco and agrees to be bound to the terms and conditions contained in all the pages of the Agreement. Customer agrees that any representation, promise, condition, inducement or warranty, express or implied, not included in this Agreement will not be binding upon Tyco, and that the terms and conditions in this Agreement apply as printed without alteration or qualification, except as specifically modified by a written agreement signed by Tyco and Customer. Any changes in the Statement of Work or scope of the work requested by the Customer after the execution of this Agreement may result in additional cost to the Customer and any such changes/additions must be authorized in a writing signed by both the Customer and Tyco. Customer's failure to accept and sign this Agreement within ninety (90) days of the date shown above may result in price increases. Customer acknowledges that: (a) Tyco has explained the full range of protection, equipment, and services available to Customer; (b) additional protection over and above that provided herein is available and may be obtained from Tyco at an additional cost to the Customer; (c) Customer desires and has contracted for only the Equipment and/or Service(s) itemized in this Agreement; (d) the Equipment/Service(s) specified in this Agreement are for Customer's own use and not for the benefit of any third party; (e) Customer owns the premises in which the Equipment is being installed or has the authority to engage Tyco to carry out the installation in the premises; and (f) Customer will comply with all laws, codes and regulations pertaining to the use of the Equipment/Service(s).

ATTENTION IS DIRECTED TO THE WARRANTY, LIMIT OF LIABILITY AND OTHER CONDITIONS CONTAINED IN THE SECTIONS ENTITLED "TERMS AND CONDITIONS" AND "ADDITIONAL TERMS AND CONDITIONS". THIS AGREEMENT REQUIRES FINAL APPROVAL OF A TYCO AUTHORIZED MANAGER BEFORE ANY EQUIPMENT/SERVICES MAY BE PROVIDED. IF APPROVAL IS DENIED, THIS AGREEMENT WILL BE TERMINATED AND TYCO'S ONLY OBLIGATION TO CUSTOMER WILL BE TO NOTIFY CUSTOMER OF SUCH TERMINATION AND REFUND ANY AMOUNTS PAID IN ADVANCE.

IF MAINTENANCE SERVICE IS DECLINED, CUSTOMER MUST INITIAL
HERE _____IF A 5-DAY FAMILIARIZATION PERIOD IS REQUESTED, CUSTOMER MUST INITIAL
HERE _____

TYCO INTEGRATED SECURITY LLC

CUSTOMER: _____

Presented by: _____
(Signature of Tyco Sales Representative)Accepted By: _____
(Signature of Customer's Authorized Representative)Sales Agent: Hilda Marquez
Sales Representative Registration Number (if applicable): _____

(Name Printed)

Title: _____

Date Signed: _____



COMMERCIAL SALES AGREEMENT

TOWN NO.
0050-LOS ANGELES,
CACUSTOMER NO.
105071632

JOB NO.

PO NO.

ESTIMATE NO.
1-NFIBPW

SCOPE OF WORK / SCHEDULE OF PROTECTION

IV. **SCOPE OF WORK / SCHEDULE OF PROTECTION ("SOW"):** Tyco agrees to install or cause to be installed the Equipment and furnish the Service(s), collectively, the System, on the terms and conditions set out in this Agreement.

A. **Ownership of System and/or Equipment:** Tyco Owned - Tyco may remove or upon written notice to the Customer, abandon in whole or in part, all devices, instruments, appliances, cabinets, and other materials associated with the system, upon termination of this agreement, without obligation to repair or redecorate any portion of the Customer's premises upon such removal, and the removal or abandonment of such materials shall not be held to constitute a waiver of the right of Tyco to collect any charges which have been accrued or may be accrued hereunder.

B. **Services to be Provided ("Services")**

Alarm monitoring and Notification Services:

Video Surveillance Services:

Managed Access Control Services:

Video Equipment:

Quality Service Plan(QSP)/Maintenance; Preventive Maintenance/Inspection:

Additional Services:

Burglar Alarm Monitoring PROVIDED

No Service Selected

DataSource Access with Open and Close Logging PROVIDED

No Service Selected

Maintenance Quality Service Plan PROVIDED: Inspections NOT PROVIDED

Transmission - Digital One Line with DSC 3055I/3060, Cellular / Radio / Internet Backup Services PROVIDED

C. **Equipment to be Installed ("Equipment"):** Tyco will install, or cause to be installed, the Equipment as set forth in this SOW in Customer's designated facility(ies). As used herein, "installation" means: (i) affixing all Equipment and materials provided by Tyco at such locations within the facility(ies) as are designated by Customer; (ii) providing and pulling cables/wires required to connect the Equipment to Customer's Communications Facilities and making such connections; (iii), in the case of a Digital Communicator installation, mount Equipment and plug into RJ31X phone jack previously installed by Customer; (iv) in the case of radio installation, mount radio Equipment and program Equipment with number furnished by Customer; (v) providing and installing software/firmware required by the Equipment; (vi) performing testing as required to establish that the Tyco Equipment is connected, is functioning according to its specifications, and is communicating over Customer's Communications Facilities; and (vii) providing user-level training to Customer's designated representative in the use of such Equipment.

Qty	Product Name	Location
1	AS NOW INSTALLED	
1	CONTROL UNIT FOCUS / EXISTING	SECURITY OFFICE
1	KEYPAD / EXISTING	
4	DOOR CONTACT / EXISTING	GATE 31,2,3,4
4	CONTACT / EXISTING	TAMPER GATE BOX TAMPER
2	DOOR CONTACT / EXISTING	NORTH / STORE
2	DOOR CONTACT / EXISTING	SOUTH / AUTO SHOP
1	DOOR CONTACT / EXISTING	SM ENG
1	MOTION DET / EXISTING	SECURITY
2	MOTION DET / EXISTING	SM ENG / STORAGE 2
3	MOTION DET / EXISTING	STORE / AUTO SOUTH / AUTO NORTH
1	MOTION DET / EXISTING	AUTO SHOP
2	OVERHEAD DOOR CONTACT / EXISTING	AUTO #1,2
2	OVERHEAD DOOR CONTACT / EXISTING	AUTO #3,4
1	BACK-UP CELL / EXISTING	
1	TIME TO TEST ALL EXISTING DEVICES	

D. **Scope of Work:** This Section is intended for installation use only. Any language contained in this Section that attempts to modify the Terms and Conditions of this Agreement shall be void and of no effect.

Contract Notes -

TERMS AND CONDITIONS

TERMS AND CONDITIONS

V. Customer and Tyco agree as follows:

A. Services.

A.1. Central Station Signal Receiving and Notification ("Alarm Monitoring") Services. 1. If an alarm signal registers at Tyco's alarm monitoring center ("CMC"), Tyco will endeavor to notify the appropriate Police or Fire Department and if required by local law, the Customer's designated representative. If a burglar alarm signal or fire signal registers at Tyco's CMC, Tyco at its sole discretion may endeavor to contact the Customer's premises by telephone to verify that the alarm is not false. Failing to contact the Customer promptly or questioning the nature of the response received upon such contact, Tyco shall endeavor to notify the appropriate Police/Fire Department. If a supervisory or trouble signal registers at Tyco's CMC, Tyco will endeavor to notify the Customer's designated representative. 2. If Customer has purchased alarm monitoring service that requires Police, Fire, Guard Response, or Medical Emergency Response/Notification or Two Way Voice monitoring services and such an alarm is received at Tyco's CMC, then Tyco may, in its sole discretion, endeavor either (a) to contact Customer and/or anyone Customer has identified as having authority to act on Customer's behalf on Customer's Emergency Contact List ("ECL") by telephone or Two Way Voice communication, or (b) use video or audio feed from Customer's premises to confirm that the alarm is not false. If Tyco fails to contact Customer or someone on Customer's ECL, or if Tyco questions the response received upon such contact, then Tyco will endeavor to notify the appropriate Police/Fire Department or other emergency response provider. If Guard Response Service is being provided, Tyco will, for an alarm that requires Police response, endeavor to dispatch a Tyco Representative to make an investigation of the exterior of the premises from his/her vehicle and, upon evidence of an attack, Tyco will endeavor to notify the appropriate Police Department. TYCO WILL NOT ARREST OR DETAIN ANY PERSON. Customer agrees that Tyco will have no liability pertaining to the recording (or failure to record) or publication of any Two Way Voice communications, Internet, or other Video recordings or the quality of such recordings, if any. 3. If Supervisory Alarm or Trouble Alarm monitoring services are purchased (or if such services are actively programmed into the System) and such an alarm is received by Tyco, Tyco will endeavor to notify Customer's designated representative. 4. If Customer has identified persons on Customer's ECL authorized to act on Customer's behalf, Tyco will endeavor to contact such persons before Tyco endeavors to notify the Police/Fire Department. 5. The System may not operate with other companies' alarm monitoring equipment. If Customer cancels any Services, this incompatibility may prevent Customer from continuing to use the System. Customer understands that local laws, ordinances or governmental policies may restrict and/or limit Tyco's ability to provide alarm monitoring and notification services and/or necessitate modified or additional services and expense to Customer. Customer understands that Tyco may employ any number of current or future industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings on alarm panels including those authorized under ANSI-SIA CP-01-2000; default settings for "swinger shutdown" of specific alarm zones; implementation of "partial clear time bypass" procedures at Tyco's CMC; and/or other similar measures employed by Tyco periodically in Tyco's sole discretion. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ACTIVATION UNTIL CUSTOMER MANUALLY RESETS THE ALARM SYSTEM. 6. Customer understands that, upon receiving notification that a fire or carbon monoxide signal has been received by Tyco, the Police, Fire Department or other responding authority may forcibly enter Customer's premises. 7. Alarm Verification Services. Intrusion detection/burglar alarm equipment may require activation of two sensors, or a second activation of a single sensor, or activation of a continuous alarm event from a single sensor to meet the requirements of local laws, ordinances or other requirements of the Police Department. Customer is solely responsible for operating on-premises bypass or switch units to disconnect or reconnect the alarm sounding or transmitting equipment. 8. 5-Day Familiarization Period. If Customer has requested a 5-day "Familiarization Period" following completion of installation, and if needed, an extension period to enable Customer to become familiar with the system operation, then during this Familiarization Period Customer agrees that if any signal (including an alarm signal) of any nature registers at Tyco's CMC, Tyco will not respond to any signals, or endeavor to notify any authorities, Customer, or Customer's designated representative(s), or undertake any other action with regard to any signal, whether or not due to an actual emergency event. 9. Direct Connection Service. If such service is available/required in Customer's location a "Direct Connection" may be made to the Customer's Municipal Police, Fire Department, or other agency, and signals transmitted by the System will be monitored directly by such Municipal Police, Fire Department, or other agency personnel (collectively, "Municipal Personnel"), none of whom are agents of Tyco. Tyco does not assume any responsibility or liability for the manner in which such signals are monitored or the response, if any, made by such Municipal Personnel to such signals. 10. Parallel Protection Service. If Customer chooses a Tyco approved cellular back-up service, alarm signals may be transmitted to Tyco's CMC from Customer's premises over a cellular communications network if Customer's primary telephone service is interrupted.

A.2. Communication Facilities. (a) Authorization. To facilitate Tyco's ability to provide Service under this Agreement, Tyco may make requests for information, service, or equipment in any respect on behalf of Customer to Customer's telephone service provider, wireless carrier, or other entity providing communication facilities or services for transmission of alarm signals (the "TeleCo"). (b) Digital Communicator. If a Digital Communicator is used to connect to Tyco's CMC, Customer will provide a connection through a telephone jack to Customer's TeleCo service as required to operate the System, Equipment, or to provide the Service. Such connection will be electrically first before any other telephone or Customer equipment, and will be located within 10 feet of the alarm/control panel. Tyco will provide such connection at Customer's request and expense. (c) General. TYCO'S RECEIPT OF ALARM SIGNALS, ELECTRONIC DATA, VOICE DATA OR IMAGES (COLLECTIVELY, "ALARM SIGNALS") FROM THE EQUIPMENT OR SYSTEM INSTALLED IN CUSTOMER'S PREMISES IS DEPENDENT UPON PROPER TRANSMISSION OF SUCH ALARM SIGNALS. TYCO'S CMC CANNOT RECEIVE ALARM SIGNALS WHEN THE CUSTOMER'S TELECO SERVICE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH, OR IS OTHERWISE DAMAGED, OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELECO SERVICE OR TRANSMISSION MODE FOR ANY REASON INCLUDING BUT NOT LIMITED TO NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT SIGNAL TRANSMISSION FAILURE MAY OCCUR OVER CERTAIN TYPES OF TELECO SERVICES SUCH AS SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR, WIRELESS OR PRIVATE RADIO, OR CUSTOMER'S PROPRIETARY TELECOMMUNICATION NETWORK, INTRANET OR IP-PBX, OR OTHER THIRD-PARTY EQUIPMENT OR VOICE/DATA TRANSMISSION NETWORKS OR SYSTEMS OWNED, MAINTAINED OR SERVICED BY CUSTOMER OR THIRD PARTIES, IF: (1) THERE IS A LOSS OF NORMAL ELECTRIC POWER TO THE MONITORED PREMISES OCCURS (THE BATTERY BACK-UP FOR TYCO'S ALARM PANEL DOES NOT POWER CUSTOMER'S COMMUNICATION FACILITIES OR TELECO SERVICE); OR (2) ELECTRONIC COMPONENTS SUCH AS MODEMS MALFUNCTION OR FAIL. CUSTOMER UNDERSTANDS THAT TYCO WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF THE ALARM SYSTEM WITH CUSTOMER'S TELECO SERVICE AT THE TIME OF INITIAL INSTALLATION OF THE ALARM SYSTEM AND THAT CHANGES IN THE TELECO SERVICE'S DATA FORMAT AFTER TYCO'S INITIAL REVIEW OF COMPATIBILITY COULD MAKE THE TELECO SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO TYCO'S CMC. IF TYCO DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELECO SERVICE IS COMPATIBLE, TYCO WILL PERMIT CUSTOMER TO USE ITS TELECO SERVICE AS THE PRIMARY METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT TYCO RECOMMENDS THAT CUSTOMER ALSO USE AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO TYCO'S CMC REGARDLESS OF THE TYPE OF TELECO SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF TYCO DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELECO SERVICE IS, OR LATER BECOMES, NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER TELECO SERVICE THAT IS NOT COMPATIBLE, THEN TYCO WILL REQUIRE THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO TYCO AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO TYCO'S CMC. TYCO WILL NOT PROVIDE FIRE OR SMOKE ALARM MONITORING FOR CUSTOMER BY MEANS OTHER THAN AN APPROVED TELECO SERVICE AND CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE FOR ASSURING THAT IT USES APPROVED TELECO SERVICE FOR ANY SUCH MONITORING AND THAT IT COMPLIES WITH NATIONAL FIRE ALARM STANDARDS AND LOCAL FIRE CODES. CUSTOMER ALSO UNDERSTANDS THAT IF CUSTOMER'S ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT ALARM SIGNALS IF THE TELECO SERVICE IS INTERRUPTED, AND THAT TYCO MAY NOT BE ABLE TO DOWNLOAD SYSTEM CHANGES REMOTELY OR PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-APPROVED TELECO SERVICE. CUSTOMER ACKNOWLEDGES THAT ANY DECISION TO USE A NON-APPROVED TELECO SERVICE AS THE METHOD FOR TRANSMITTING ALARM SIGNALS IS BASED ON CUSTOMER'S OWN INDEPENDENT BUSINESS JUDGMENT AND THAT ANY SUCH DECISION IS MADE WITHOUT ANY ASSISTANCE, INVOLVEMENT, INPUT, RECOMMENDATION, OR ENDORSEMENT ON THE PART OF TYCO. CUSTOMER ASSUMES SOLE AND COMPLETE RESPONSIBILITY FOR ESTABLISHING AND MAINTAINING ACCESS TO AND USE OF THE NON-APPROVED TELECO SERVICE FOR CONNECTION TO THE ALARM MONITORING EQUIPMENT. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM SYSTEM MAY BE UNABLE TO SEIZE THE TELECO SERVICE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION HAS DISABLED, IS INTERFERING WITH, OR BLOCKING THE CONNECTION.

A.3. Quality Service Plan ("QSP")/Maintenance; Testing/Inspections Service. 1. Quality Service Plan ("QSP")/Maintenance. (a) If QSP Service is purchased, Tyco will, upon Customer's request, provide and bear the expense of ordinary maintenance and repair of the Covered System(s) for issues arising out of normal wear and tear. The expense of all extraordinary maintenance and repair necessitated by or due to changes or alterations in the Customer's premises, alterations to a Covered System made by Customer, or made necessary by damage to the premises or to a Covered System, or to any cause beyond the control of Tyco, will be borne by the Customer. Customer will furnish, at Customer's expense, any necessary electric current and will furnish an outlet within 10 feet of an alarm control panel. (b) The following are not covered under QSP and any requested service will be provided on a time and materials basis: (1) window foil, (2) security screens, (3) any exterior mounted devices, (4) Programmable Read Only Memory "PROM", (5) batteries, and (6) "Conditions" not covered by warranty shown below. (c) Tyco's obligation to perform QSP Service relates solely to the Covered System(s) and Tyco shall not be obligated to maintain, repair, service, replace, operate or assure the operation of any device or devices not covered under QSP. Tyco is not liable for any loss due to water intrusion, mold, fungi, bacteria, or wet or dry rot. (d) If Customer does not purchase QSP before the expiration of the System Warranty, Tyco will provide QSP Service only after inspecting the System to be covered and making any necessary repairs or replacements to bring the System in compliance with Tyco's specifications and/or the standards set by any applicable laws, codes, or regulations. Customer will pay for any related labor

...or materials for such work at Tyco's then applicable rates. (e) QSP Service will be furnished between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays. Tyco's obligation to provide QSP Service is conditioned upon the continued availability of system component(s) and parts from the original equipment manufacturer ("OEM"). 2. Testing/Inspections Service ("T/I"). If T/I Service is purchased, Tyco will provide the number of inspections/tests on the Covered System(s) as specified in this Agreement. Such T/I Services will be furnished between 8:00 A.M. and 4:30 P.M., Monday through Friday, except holidays, unless otherwise mutually agreed in advance by the Parties.

A.4. Investigator Response Service. Intentionally left blank - Services have not been purchased.

A.5. Select View Managed Video Services/Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.5.1. Video/Audio Alarm Verification Service/Video Verification. Intentionally left blank - Services have not been purchased.

A.5.2. Video Guard Tour. Intentionally left blank - Services have not been purchased.

A.5.3. Video Escort. Intentionally left blank - Services have not been purchased.

A.5.4. Video Assist. Intentionally left blank - Services have not been purchased.

A.5.5. Video Audit. Intentionally left blank - Services have not been purchased.

A.5.6. Outdoor Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.5.7. Managed Video Portal. Intentionally left blank - Services have not been purchased.

A.5.8. Unattended Delivery - Alarm Based Video Monitoring. Intentionally left blank - Services have not been purchased.

A.5.9. Unattended Delivery - Live Video Monitoring of Process - Intentionally left blank - Services have not been purchased.

A.6. Managed Access Control Services. Intentionally left blank - Services have not been purchased.

A.7. DataSource Service. Customer may access Tyco's Internet-based report generation service enabling real-time access to account data and system activity reports such as late-to-close, early-to-close, late-to-open and early-to-open reports. For an additional charge, Tyco can mail printed reports to Customer at the rates shown in this Agreement. To use this service, Customer must have Internet and email access and must agree to the website terms of use on <http://www.datasource.tycois.com>

A.8. Vision/Vision with Auditing. Intentionally left blank - Service is no longer offered.

A.9. Hosted Access. Intentionally left blank - Services have not been purchased.

A.10. Data Hosting/Storage Services. Intentionally left blank - Services have not been purchased.

A.11. Additional Services. If any other services, including but not limited to the following, are being furnished under this Agreement, Customer and Tyco will enter into a separate Rider that will be attached to and incorporated as part of this Agreement: (a) Alert Notification - Immediate Response Information System (IRIS); (b) Electronic Article Surveillance ("EAS"); (c) Guard Response Service; (d) Radio Frequency Identification ("RFID"); (f) Training Services; (g) Watchman's Reporting Service; (h) Asset and Personnel Tracking; (i) Advanced Vehicle Monitoring.

B. Warranty (90-Day). 1. For a "Direct Sale," any original part of the Equipment (as distinguished from the Software) installed under this Agreement, including the wiring, which proves to be defective in material or workmanship within ninety (90) days of the date of completion of the installation ("Warranty Period"), will be repaired or replaced, in Tyco's sole discretion, with a new or functionally operative part. Labor and materials required to repair or replace such defective components will be furnished at no charge during the Warranty Period. Warranty Services will be furnished between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays. If Customer has purchased QSP as described in this Agreement, the foregoing Warranty Period will be extended for the time period purchased and at the additional cost shown for QSP in this Agreement.

2. The following "Conditions" are not covered by Warranty: (a) Damage or extra service time needed resulting from accidents, acts of God, lightning, strikes, riots, floods, terrorism, acts of War, alteration, misuse, tampering or abuse, adjustments, repairs or maintenance not done by Tyco or from parts, accessories, attachments or other devices not furnished by Tyco; (b) Customer's failure to properly follow operating instructions provided by Tyco; (c) Adjustments necessitated by misalignment of video cameras, improper adjustment of monitor brightness and contrast tuning dials or insufficient light on the area viewed by the camera(s); (d) Trouble due to interruption of Telecom Service; (e) Battery failure; (f) Devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers; or (g) System changes requested by Customer. If Customer calls Tyco for service under the Warranty and Tyco's representative finds that one of the "Conditions" has led to the inoperability or apparent inoperability of the System or any component, Tyco may bill Customer for the service call whether or not Tyco actually works on the System. If repairs are required due to one of the above "Conditions," Tyco will charge Customer for such work on a time and materials basis at Tyco's then applicable rates for labor and materials.

3. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING TYCO'S NEGLIGENCE, IS REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. TYCO WILL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY TYCO OR NEGLIGENCE OF TYCO OR OTHERWISE.

C. System Requirements, Miscellaneous: The following provisions apply to all Systems, Equipment, or Services installed or furnished by Tyco under this Agreement. 1. Vaults. Customer must ensure that any Customer vault protected by sound or vibration detector systems has the minimum construction characteristics prescribed by the Underwriters' Laboratories, Inc. 2. System Testing. Customer must test all detection devices or other electronic equipment according to procedures prescribed by Tyco prior to setting the alarm system for closed periods and must notify Tyco promptly if such equipment fails to respond to any such test. 3. Familiarization Period. UNLESS CUSTOMER HAS REJECTED THE FAMILIARIZATION PERIOD BY INITIALING THE APPROPRIATE LINE ON THE FIRST PAGE OF THIS AGREEMENT (EXCEPT WHERE FAMILIARIZATION IS REQUIRED BY LAW), CUSTOMER AGREES THAT: (a) DURING A FIVE (5) DAY FAMILIARIZATION PERIOD, OR SUCH PERIOD AS IS REQUIRED BY LAW; AND (b) FOLLOWING COMPLETION OF THE INSTALLATION AND THE COMMUNICATIONS CONNECTION TO TYCO'S CMC (AND DURING ANY APPLICABLE EXTENSIONS); TYCO HAS NO OBLIGATION TO, AND WILL NOT, RESPOND TO ANY ALARM SIGNAL RECEIVED AT THE TYCO CMC FROM CUSTOMER'S PREMISES DURING SUCH FAMILIARIZATION PERIOD. CUSTOMER ALSO AGREES THAT DURING SUCH PERIOD TYCO HAS NO OBLIGATION TO, AND WILL NOT, NOTIFY ANY AUTHORITIES, CUSTOMER, OR A PERSON ON CUSTOMER'S EMERGENCY CONTACT LIST, OR TAKE ANY OTHER ACTION WITH REGARD TO ANY ALARM SIGNAL TYCO RECEIVES, EVEN IF DUE TO AN ACTUAL EMERGENCY EVENT. 4. Special Equipment Requirements. If Customer requires installation or service of Equipment in areas inaccessible without the use of lifts or cranes, or if non-standard conditions at the Customer site require special equipment for installation or service, Customer will provide such equipment, or will reimburse Tyco for any applicable charges or fees. 5. Training Services. Tyco provides initial training to Customer on use of the Equipment installed at the time of installation. Thereafter, Customer may purchase additional training in one-hour increments at Tyco's then current rate. 6. Site Preparation, Intrusion and Restoration. Customer shall be responsible for providing 110VAC power, telephone connections, network drops and any required conduit, wiremold, or other raceway unless otherwise noted herein. Customer shall also be responsible for any required IP address assignments and additional network software licensing. The installation of Equipment may necessarily require cutting, bolting or fastening into Customer's floors, walls and/or ceilings. Tyco shall not be responsible for any expenses related to patching, floor or wall finishing, or paint, tile, carpet or wallpaper matching, restoration or replacement resulting from installation or service of the Equipment.

7. Closed Circuit Television ("CCTV")/Video Equipment. Intentionally left blank - no CCTV/Video Equipment has been purchased.

D. Electronic Media; Personal Information. 1. Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Tyco may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or has demonstrated its intent to be bound whether by electronic signature or otherwise. 2. Personal Information. Customer represents and warrants that Customer has obtained all consents and has the right to (a) disclose to Tyco all personal information disclosed hereunder concerning individuals/employees or other third parties including all information contained in Customer's Emergency Call List ("ECL"); (b) collect (including consent to record telephone conversations with Tyco), use, disclose and transfer such personal information; and (c) authorize Tyco to use such personal information to administer the relationship between Customer and Tyco, including the administration of this Agreement. Customer acknowledges and

agrees that Tyco may share all such information with its parents, subsidiaries, affiliates and its/their successor corporations or any subcontractor or assignee, within and outside the country in which the Customer is located and thereby subject such information to the laws of such countries.

E. Limitation of Liability. 1. Tyco is not an insurer. The amounts Tyco charges Customer are not insurance premiums. Such charges are based upon the value of the Services, System and Equipment provided and are unrelated to the value of Customer's property, the property of others located in Customer's premises, or any risk of loss on Customer's premises. 2. Tyco's services, systems and equipment do not cause and cannot eliminate occurrences of the events they are intended to detect or avert. TYCO MAKES NO GUARANTY OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SERVICES, SYSTEM OR EQUIPMENT SUPPLIED WILL DETECT OR AVERT SUCH EVENTS OR THE CONSEQUENCES THEREFROM. Accordingly, Tyco does not undertake any risk that Customer's person or property, or the person or property of others, may be subject to injury or loss if such an event occurs. The allocation of such risk remains with Customer, not Tyco. Insurance, if any, covering such risk shall be obtained by Customer. Tyco shall have no liability for loss, damage or injury due directly or indirectly to events, or the consequences therefrom, which the System or Services are intended to detect or avert. Customer shall look exclusively to its insurer and not to Tyco to pay Customer in the event of any such loss, damage or injury. Customer releases and waives for itself and its insurer all subrogation and other rights to recover from Tyco arising as a result of paying any claim for loss, damage or injury of Customer or another person.

3. If notwithstanding the provisions of this Section E, Tyco is found liable for loss, damage or injury under any legal theory due to a failure of the Services, System or Equipment in any respect, its liability shall be limited to a sum equal to 10% of the Annual Service Charge or \$1,000, whichever is greater, as agreed upon damages and not as a penalty, as Customer's sole remedy. This will be the sole remedy because it is impractical and extremely difficult to determine the actual damages, if any, which may result from Tyco's failure to perform any of its obligations under this Agreement. If Customer requests, Tyco may assume greater liability by attaching a Rider to this Agreement stating the extent of Tyco's additional liability and the additional charges Customer will pay for Tyco's assumption of such greater liability. However, such additional charges are not insurance premiums and Tyco is not an insurer even if it enters into such a Rider. 4. The provisions of this Section E shall apply no matter how the loss, damage or injury or other consequence occurs, even if due to Tyco's performance or nonperformance of its obligations under this Agreement or from negligence, active or otherwise, strict liability, violation of any applicable consumer protection law or any other alleged fault on the part of Tyco, its agents or employees. If any other person, including Customer's subrogating insurer, makes any claim or files any lawsuit against Tyco in any way relating to the Services, System or Equipment that are the subjects of this Agreement, then Customer shall indemnify and hold Tyco harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs and attorneys' fees.

5. No suit or action shall be brought against Tyco or its agents, employees, subsidiaries, affiliates or parents (both direct and indirect) more than one year after the incident that resulted in the loss, injury or damage occurred, or the shortest duration permitted under applicable law if such period is greater than one year. 6. The provisions of this Section E shall apply to and benefit Tyco and its agents, employees, contractors, subsidiaries, affiliates, parents (both direct and indirect), vendors and affinity marketers. If this Agreement provides for a direct connection to a municipal police or fire department or other organization, then that department or other organization may also invoke the provisions of this Section E against any claims due to any failure of such department or organization. Tyco is not responsible for the preservation of any computer programs or data and Customer is responsible for maintaining adequate back-ups.

F. Other Charges; Remedies; Termination. 1. There may be a service charge to Customer for cancelled installation/service appointments if Customer cancels less than 24-hours prior to dispatch, or if Tyco's representative is sent to the Customer's premises in response to a service call for false alarm or System malfunction caused by Customer's operation contrary to instructions, failure to close or properly secure a window, door or other protected point, or improper adjustment of monitors or accessory components. 2. Failure to pay amounts when due shall give Tyco, in addition to any other available remedies, the right to terminate this Agreement and to charge interest at the highest legal rate on delinquent amounts. Customer agrees to pay all costs, expenses and fees of Tyco's enforcement of this Agreement, including collection expenses, court costs, and attorneys' fees. Installation Charge(s) are based on Tyco performing the installation with its own personnel. If for any reason installation must be performed by outside contractors, Installation Charge(s) may be subject to revision. 3. In addition to any other remedies available to Tyco, Tyco may terminate this Agreement and discontinue any Service(s) if (a) Tyco's CMC is substantially damaged by fire or catastrophe or if Tyco is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, Tyco's CMC or the Municipal Fire or Police Department or other first responder; (b) Customer fails to follow Tyco's recommendations for the repair or replacement of defective parts of the System not covered under the Warranty or QSP Service; (c) Customer's failure to follow the operating instructions provided by Tyco results in an undue number of false alarms or System malfunction; (d) in Tyco's sole opinion, the premises in which the System is installed are unsafe, unsuitable, or so modified or altered after installation as to render continuation of Service(s) impractical or impossible; (e) Tyco is unable to obtain or continue to support technologies, TeleCom Services, Communication Facilities, Equipment or component parts thereof that are discontinued, become obsolete or are otherwise not commercially available; or (f) Customer fails to make payments when due or otherwise breaches this Agreement. Tyco will not be liable for any damages or subject to any penalty as a result of any such termination.

G. Hazardous Materials. For all projects except those involving new construction, Customer represents and warrants that to the best of Customer's knowledge the work site is free of any hazardous materials. The term "hazardous materials" includes but is not limited to asbestos, asbestos-containing material, polychlorinated biphenyl ("PCB"), formaldehyde or other potentially toxic or otherwise hazardous material. If any such substance is discovered on the work site, Tyco will not be required to install or service the Equipment at such site unless and until Customer certifies the removal or safe containment of such hazardous materials. Customer shall indemnify, defend, and hold Tyco, its officers, directors, agents, and vendors harmless from any damages, claims, injuries, liabilities resulting from the exposure of Tyco's employees, contractors, or subcontractors to hazardous materials at the work site; provided, however, that the foregoing provision will not apply when it has been determined that such hazardous materials were brought to the work site by Tyco.

H. Waivers. 1. Waiver of Jury Trial. CUSTOMER AND TYCO BOTH AGREE TO WAIVE THEIR RIGHT TO A JURY TRIAL IN ANY LEGAL PROCEEDING ARISING OUT OF OR IN ANY MANNER CONNECTED WITH OR RELATED TO THIS AGREEMENT. 2. Mutual SAFETY Act Waiver. Certain of Tyco's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-Terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Tyco and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

I. Miscellaneous. 1. Enforceability. If any of the provisions of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. 2. Paragraph and Section Headings; Captions; Counterparts. The headings and captions contained in this Agreement are inserted for convenience or reference only, and are not to be deemed part of or to be used in construing this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. 3. FARs. Tyco supplies "commercial items" within the meaning of the Federal Acquisition Regulation (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. government contract or funded directly or indirectly with Federal funds, Tyco will comply only with the following mandatory flow-downs for commercial item subcontracts pertaining to Utilization of Small Business Concerns, Equal Opportunity, Affirmative Action, and Veterans Employment: 52.219-8; 52.222-26; 52.222-35; 52.222-36; and 52.222-37. 4. Export Control. Customer shall not export or re-export, directly or indirectly, any: (i) product or service provided under this Agreement; (ii) technical data; (iii) software; (iv) information; or (v) items acquired under this Agreement to any country for which the United States Government (or any agency thereof) requires an export license or other approval without first obtaining any licenses, consents or permits that may be required under the applicable laws of the U.S. or other foreign jurisdictions, including the Export Administration Act and Regulations and shall incorporate in all export shipping documents the applicable destination control statements. Customer shall, at its own expense, defend, indemnify and save Tyco harmless from and against all third party claims, liability, loss or damage (including attorneys' fees and other defense costs), assessed against or suffered by Tyco as a result of an allegation or claim of noncompliance by Customer with this Section. The obligations contained in this Section shall survive the termination or expiration of this Agreement. 5. Insurance. Tyco maintains comprehensive General Liability and Automobile Liability Insurance in amounts that meet or exceed: \$1,000,000 per incident - \$2,000,000 in the aggregate and Worker's Compensation coverage as required by law. Tyco will not be required to provide a waiver of subrogation in favor of any party, nor will Tyco be required to designate any party as a statutory employer for any purposes. 6. Tyco Brand. Without exception, Tyco-branded Signage, including yard signs, window stickers and warning signs will remain the property of Tyco and may be removed by Tyco at any time. Customer's right to display Tyco-branded Signage is not transferable and ceases upon termination or expiration of this Agreement. 7. Resale. If Tyco is connecting to a previously installed existing system, to the extent the previously installed existing system is Customer's property, it shall remain Customer's property.

J. System Software; Network Connections. 1. Any software provided with the System or in connection with the Services is proprietary to Tyco and/or Tyco's supplier(s) and is licensed or sublicensed to Customer on a non-exclusive basis. Customer may not (a) disclose the Software or source code to any third parties, (b) duplicate, reproduce, or copy all or any part of the Software, or (c) use the Software on equipment other than with the designated System with which it was furnished. A separate Software License Agreement or End User License Agreement between Tyco and Customer and/or the software publisher may be required to use the software and/or obtain updates/upgrades. If the installed Equipment is to be connected to Customer's computer network ("Network"), Tyco will furnish and install the software needed to run the Equipment and will connect the Equipment to the Network according to the Network settings supplied by Customer. Installation shall not include modifications to the Network, security, or firewall settings. Customer will supply a TCP/IP Ethernet network address and central processing unit per Tyco specifications for access control system operation. Tyco shall not be responsible for the setup, operation, or maintenance of the Network or Network performance or compatibility issues. Tyco may assess additional charges, if Tyco is unable to connect to the Network or if any additional Equipment is required to facilitate connectivity between the Network and the Equipment. 2. Open Source Software. Tyco represents and warrants to the end user of the System that, to the extent the System includes any Open Source Software, the

...nal use and operation of the System by the end user will not create any obligation on the part of the end user under the terms of any Open Source License (i) to make any source code or object code available to third parties, or (ii) to license, disclose or otherwise make available to third parties any proprietary software, data or other information, or any associated intellectual property. As used herein, the term "Open Source Software" means any software, program, module, code, library, database, driver or similar component (or portion thereof) that is royalty free, proprietary software, the use of which requires any contractual obligations by the user such as, without limitation, that software that is subject to, distributed, transmitted, licensed or otherwise made available under any of the following licenses: GNU General Public License, GNU Library or "Lesser" Public License, Berkeley Software Distribution (BSD) license (including Free BSD and BSD-style licenses), MIT license, Mozilla Public License, IBM Public License, Apache Software License, Artistic license (e.g., PERL), Sun Industry Standards Source License, Sun Community Source License (SCSL), Intel Open Source License, Apple Public Source License, or any substantially similar license, or any license that has been approved by the Open Source Initiative, Free Software Foundation or similar group (collectively, "Open Source Licenses").

K. Force Majeure. TYCO ASSUMES NO LIABILITY FOR DELAYS IN INSTALLATION OF THE SYSTEM OR ANY EQUIPMENT OR FOR THE CONSEQUENCES THEREFROM, HOWEVER CAUSED, OR FOR INTERRUPTIONS OF SERVICE OR FOR THE CONSEQUENCES THEREFROM DUE TO STRIKES, RIOTS, FLOODS, TERRORISM, ACTS OF GOD, ACTS OF WAR, OR ANY CAUSES BEYOND THE CONTROL OF TYCO. TYCO WILL NOT BE REQUIRED TO SUPPLY SERVICE TO CUSTOMER WHILE INTERRUPTION OF SERVICE DUE TO ANY SUCH CAUSE CONTINUES. IN NO EVENT WILL TYCO BE LIABLE FOR LOSS OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

L. Assignment. This Agreement is not assignable by the Customer except upon written consent of Tyco first being obtained. Tyco shall have the right to assign this Agreement or to subcontract any of its obligations under this Agreement without notice to Customer.

M. License Information: AL Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery 36116, (334) 264-9388; AK 256239, 5520 Lake Otis Pkwy., Anchorage, AK 99507; AR E0055, Regulated by Arkansas Bd. of Private Investigators & Private Security Agencies, #1 State Police Plaza Dr., Little Rock 72209, (501) 618-8600; AZ RCC109396-C12; ROC109402-L67; CA ACO4227, PPO12949, 707408; alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814; DC 39703010; FL EF0001121, -0950, -1123, -0478, EF20000341, -0413, EG0000164; GA LVA205374, -205386, -002833, -001438, -003379, -004452, -205572, LU001160; HI C27996; IL 127-000364; MA 45-C; MI A-0639, 3601202182 -- 4182 Pier North Dr. Ste. D, Flint, MI 48504; MN TS00021; NC 846-CSA-Alarm Systems Licensing Bd., 1631 Midtown Pl., Ste. 104, Raleigh, 27609 (919) 875-3611; NM 056126; NV 0040091, 1338; NY 12000025576, Licensed by NYS Dept. of State; OH 16782, 50-18-1052; 50-57-1034; 53-89-1329; 53-31-1582; 50-50-1019; 50-48-1032; 50-25-1050; 50-76-1025; CK 00067; OR 59944; PA Pennsylvania Home Improvement Contractor Registration Number: PA10083; RI AFC0128; 18004; TN ACC-216, -241, -255, -773, -173, -937, -294, -748, -511, -934, -1227; TX B00536-140 Heimer Rd. Ste. 100, San Antonio, TX 78232 -- Texas Private Security Bureau, 5805 N. Lamar Blvd., Austin 78752; UT 297869-6501; VA 11-1878; 11-1879; 11-3247; 11-3635; 11-3863; Alarm Security Contracting 2701-035978A exp. 01/31; WA ECC6 ADTSES103205, 11824 N Creek Pkwy. #105, Bothell, WA 98011; WV 014142. MS 15006633
Additional information is available at www.tycois.com or by calling 1-800-2TYCCIS. FL: EF0001121.
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COMMERCIAL SALES AGREEMENT

TOWN NO.
0050-LOS ANGELES,
CACUSTOMER NO.
105071632

JOB NO.

PO NO.

ESTIMATE NO.
1-NFIBPW

ADDITIONAL TERMS AND CONDITIONS

DATE: 10/23/2012

Tyco Integrated Security LLC ("Tyco")

Hilda Marquez
21171 S Western Ave,
Torrance, CA 90501-1724
Tele. No. (310) 619-2132City of Compton Public Works Department
d/b/a:
("Customer")
Customer Billing Information
Compton, City Hall, 205 S. Willowbrook
Compton, CA 90221
Attn: Dolores Jones
Tele. No. (310) 720-0585Customer Premises Serviced
458 S Alameda,
Compton, CA 90221
Attn: Dolores Jones
Tele. No. (310) 720-0585

Notwithstanding anything in the Agreement to the contrary, Tyco and Customer agree as follows:

Terms and Conditions

Annual Service Charge – Initial Term. Tyco agrees to honor the Annual Service Charge for Monitoring Services specified in this Agreement for the Initial Term of the Agreement. Thereafter, the Annual Service Charge may be increased by the increase in the Consumer Price Index for Urban Wage Earners ("CPI-W"), All Items, U.S. City Average for the prior twelve (12) month period or 5%, whichever is less.

Resale - The System is Tyco Owned for Tyco installed Equipment and/or Tyco connection to the previously installed existing alarm system. To the extent the previously installed existing alarm system is Customer's property, it shall remain Customer's property. Upon termination of this Agreement, Tyco may remove or upon written notice to Customer, abandon in whole or in part, any Tyco Owned Equipment including any devices, instruments, appliances, cabinets, and other materials associated with the system without obligation to repair or redecorate any portion of the Customer's premises upon such removal, and the removal or abandonment of such materials shall not be held to constitute a waiver of the right of Tyco to collect any charges which have been accrued or may be accrued under this Agreement.

All other terms and conditions of the Agreement, except those expressly modified herein, shall remain in full force and effect.

TYCO INTEGRATED SECURITY LLC

CUSTOMER: _____

Presented by: _____
(Signature of Tyco Sales Representative)Accepted By: _____
(Signature of Customer's Authorized Representative)Sales Agent: Hilda Marquez
Sales Representative Registration Number (if applicable): __________
(Name Printed)

Title: _____

Date Signed: _____

#3.

MLPS

Richard T Avis, Attorney
& Associates, LLC

Richard T Avis

Barry Serota (1948-2009)

P.O. Box 1008
Arlington Heights, IL 60006

Phone (847) 259-4700
Fax (847) 259-9434

September 17, 2012

COMPTON CONTROLLER
205 S WILLOW AVE
COMPTON CA 90221

971470

Control's Office
2012 SEP 26 PM 12:55

CASE NO. 971470

RE: Tyco Integrated Security
fdba ADT Security Services Inc
VS. COMPTON CONTROLLER
Account #01300-105071632
AMOUNT DUE \$7475.89

Our firm has been engaged to collect the obligation that is due to Tyco Integrated Security.

The total balance of \$7475.89 must be paid to our office within the next 5 days. This total excludes interest, late charges and attorney fees which can be added in accordance with the underlying contract.

Your payment in full should be made payable to Tyco fdba ADT and sent to our office at the above address. Be sure to include our case number 971470 on your remittance.

If we do not receive your payment, we will have no alternative but to pursue the TOTAL balance due to our client. This could include additional charges being added to your account such as interest, late charges and attorney fees, as per the terms of the underlying contract.

Sincerely,

Richard T Avis, Attorney
& Associates, LLC

ADT 888-238-2455
Acct 01300

CONTACT: N.Minnick, Administrator - Ext.230



City of Compton
PUBLIC WORKS DEPARTMENT

Office (310) 605-5505
Fax (310) 605-6326

October 23, 2012

ADT Security Services
P.O. Box 371967
Pittsburgh, PA 15250-7967
Attn: Hilda Maquez, Senior Account
Consultant

RE: ACCOUNT #0300105071632

This letter is to confirm our conversations via email regarding a previous contract between ADT and City of Compton. The Job Number: 0507163203 had a termination charge of \$6,413.91 for "Termination of Agreement Prior to Its Expiration Date" for the location 458 S. Alameda Street, Compton, California 90220. The period of the terminated contract was 06/27/12 – 12/14/15.

Per our email discussion (see attached email), once a new contract has been signed and approved between the City of Compton and Tyco Integrated Security (formerly ADT) the termination charge of \$6,413.91 will be forgiven and no longer due to ADT.

Per your request, the first three months will be paid in advance. Thank you so much for your assistance and clarification in this matter. I will contact you to let you know when all documentation has been finalized by our legal department to move forward with the payment process.

Sincerely,

A handwritten signature in cursive script, appearing to read "R. Coleman".

Rosalind Coleman
Sr. Administrative Analyst

A handwritten signature in cursive script, appearing to read "Harold C. Williams".

Harold C. Williams, P.E.
Interim Director of Public Works

COMPTON CITY HALL
205 S. Willowbrook Avenue, Compton, California 90220

emailed 10/24/12

RESOLUTION SIGN-OFF FORM

DEPARTMENT:

Public Works-Engineering

RESOLUTION TITLE:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT AND ISSUE A PURCHASE ORDER TO TYCO INTEGRATED SECURITY (FORMERLY ADT) FOR MONITORING SERVICES FOR THE CITY YARD LOCATED AT 458 S. ALAMEDA

John Strickland

DEPARTMENT MANAGER’S SIGNATURE

12/13/2012 2:44:30 PM

DATE

REVIEW / APPROVAL

Ruth Rugley

CITY ATTORNEY

12/12/2012 10:02:48 AM

DATE

Stephen Ajobiewe

CITY CONTROLLER

12/13/2012 11:35:12 AM

DATE

Terrance C. Davis

CITY MANAGER

12/13/2012 1:00:55 PM

DATE

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

DECEMBER 18, 2012

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: JON THOMPSON, FIRE CHIEF
INTERIM DIRECTOR – MUNICIPAL LAW ENFORCEMENT SVS

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO RENEW THE CONTRACT AND ISSUE A PURCHASE ORDER TO THE CITY OF INGLEWOOD FOR DATA PROCESSING SERVICES RELATING TO THE PARKING CITATION PROGRAM

SUMMARY

This resolution authorizes the City Manager to renew the contact with, and issue a purchase order of Seventy-Five Thousand (\$75,000.00) dollars to the City of Inglewood, for data processing services relating to the Parking Citation Program.

BACKGROUND

Since 1989 the City of Compton has contracted with the City of Inglewood to provide assistance with computerized parking citation services which have greatly enhanced the City's revenue collection from parking citation fines.

The City of Compton entered into a three (03) year agreement with the City of Inglewood for parking citation processing. The term of the agreement was from November 2007 through October 2010, with an option for two additional one (01) year extensions.

In 2010, the City exercised the first one (01) year extension. In 2011, the City exercised the second one (01) year extension, expiring October 31, 2012.

STATEMENT OF ISSUE

The City of Inglewood has an extensive procurement process, which has substantially upgraded its equipment and service delivery capabilities to include many levels of service to choose from; including, but not limited to provision of a web-enabled AutoPROCESS citation management system, imaging and data entry of manual citations, notice printing and mailing, call center customer services, payment processing using lockbox services, IVR payment, web payment, credit and debit card merchant accounts, administrative reviews, administrative hearings, dispute resolution, DMV holds, FTB (Franchise Tax Board) tax intercept liens and secondary collection services.

**RESOLUTION RE:
CITY OF INGLEWOOD DATA PROCESSING
December 18, 2012 / PAGE 2**

STATEMENT OF ISSUE (Continues)

The contracted amount was seventy-five (\$75,000.00) thousand annually, and will not increase in this proposed agreement. The agreement will remain in effect from November 01, 2012 through October 31, 2017 (5 year term) with an option for renewal for a two (02) year term.

The proposed agreement includes no citation processing cost increase from the current pricing. As an incentive to enter into a longer agreement (5 years), in addition to the benefit of avoiding the potential disruption of services and revenue stream, Inglewood will waive the 2013 CPI adjustment rates set to increase July 2013 (the annual CPI increase is based on the U.S. Department of Labor All Urban price change for the prior 12 month period). By entering into this agreement, any rates that were due to increase, with the exception of postage, will remain fixed through June 2014, saving the City of Compton approximately fourteen thousand, three hundred and sixty-two (\$14,362.00) dollars over the next five years.

FISCAL IMPACT

Funds for projected expenditures totaling Seventy-Five Thousand (\$75,000.00) dollars has been allocated in the Municipal Law Enforcement Services Department budget for fiscal year 2012-2013 in Account No. 1001-670-000-4269.

RECOMMENDATION

Staff recommends approval of this resolution to renew the contractual agreement with the City of Inglewood to process and collect fines for parking citation issued by the City of Compton.

**JON THOMPSON, FIRE CHIEF
MUNICIPAL LAW ENFORCEMENT SERVICES, INTERIM DIRECTOR**

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 RENEW THE CONTRACT AND ISSUE A PURCHASE ORDER TO THE CITY OF INGLEWOOD FOR DATA PROCESSING SERVICES RELATING TO THE PARKING CITATION PROGRAM

WHEREAS, for many years the City has contracted with the City of Inglewood to provide assistance with computerized parking citation services which have enhanced the City's revenue collection from parking citation fines; and

WHEREAS, the City of Compton requires such services to process parking citations issued by the City of Compton in order to enhance revenue collection from fines; and

WHEREAS, the City wishes to continue participating in the program and to pay fees to the City of Inglewood for data processing, recordkeeping and notifications during Fiscal Year 2012-2013 projected at Seventy-Five Thousand (\$75,000.00) dollars; and

WHEREAS, funds for this expenditure have been allocated in the Municipal Law Enforcement Services Department budget for fiscal year 2012-2013 in Account No. 1001-670-000-4269, and shall be allocated in future budgets.

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

SECTION 1. That the City Manager is authorized to renew the contract with the City of Inglewood for participation in the Parking Citation Program for five (5) years, commencing on November 1, 2012 through October 31, 2017, with authorization to approve an additional two (2) year extension.

SECTION 2. That the City Manager is authorized to remit payments projected at Seventy Five Thousand Dollars (\$75,000.00) to the City of Inglewood during Fiscal Year 2012-2013 from funds that have been allocated in the Municipal Law Enforcement Services Department budget in Account No. 1001 670 000 4269.

SECTION 3. That funds will be appropriated for the remaining fiscal years of the Agreement during the adoption of the annual City budget.

SECTION 4. That a copy of this Resolution shall be filed in the Offices of the City Manager, City Attorney, City Controller and Municipal Law Enforcement Services Department.

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

ADOPTED this _____ day of _____, 2012.

MAYOR OF THE CITY OF COMPTON

RESOLUTION NO. _____
PAGE 2

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing resolution was adopted by the City Council, signed by the Mayor and attested to by the City Clerk at a regular meeting thereof held on the ____ day of _____, 2012.

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

AYES: COUNCIL MEMBER-
NOES: COUNCIL MEMBER-
ABSENT: COUNCIL MEMBER-

CITY CLERK OF THE CITY OF COMPTON

CITY OF INGLEWOOD**AGREEMENT NO. 12 – _____**

THIS AGREEMENT, is made and entered into this ____ day of November, 2012, by and between City of Inglewood a charter city and municipal corporation, with its principal offices located at One Manchester Boulevard, Inglewood, California 90301 (hereinafter referred to as "City" or "Inglewood"), and the City of Compton ("Client Agency"), a charter city, with its principal place of business located at 205 South Willowbrook Ave., Compton, CA 90220.

RECITALS:

A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.

B. Client Agency desires to enter into an agreement to establish a contractual relationship to receive parking citation management goods and services; and

C. Inglewood, pursuant to California Vehicle Code (CVC) § 40200.5, is desirous of establishing a contractual relationship with Client Agency, wherein City assists Client Agency with computerized parking citation management services and collection services; and

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

ARTICLE 1 – TERM

This agreement is to remain in effect from November 1, 2012 through October 31, 2017, (5 year term) with an option for renewal for a two (2) year term contingent upon the approval of the Inglewood City Council. Client Agency may exercise the right to extend the term of the Agreement by providing written notice to Inglewood not less than sixty (60) days prior to the last day of the service term, subject to the approval of the

Inglewood City Council.

ARTICLE 2 – CITY DUTIES

A. Inglewood Citation Management Services (ICMS)

The City of Inglewood provides citation management services through the organization called “Inglewood Citation Management Services (ICMS)”. Staff provides contract management services to plan and direct all contract service providers’ performance and provide coordination of all services to client agencies. The ICMS staff also provides technical direction for each contractor’s services and takes corrective action for any problems or issues that develop.

B. ICMS Program Management Services

The services provided by ICMS under this agreement include the following program management services:

1. Contract services for citation processing, parking permit system and related services
2. Direction of day-to-day operations between contract service providers and client agencies
3. Coordinate client group meetings and conferences
4. Management consulting services
5. Expedited purchasing of services and equipment

ARTICLE 3 – CLIENT AGENCY’S DUTIES

Client Agency agrees to the following obligations:

- A. To fully cooperate with City and its service providers.
- B. To provide City with all information necessary for the performance of its services under this agreement.
- C. To have representatives attend City sponsored Parking Citation training, conferences and seminars as appropriate to learn the functions of the citation management system, operating policies and procedures and regulations related to parking citation processing and collections.

1 D. To obtain and maintain an Internet Service Provider (ISP) connection, at
2 its sole expense, for access to the Inglewood Citation Management System (ICMS)
3 AutoPROCESS (AP) and Client Services Management System (CSM).

4 **ARTICLE 4 – SERVICES AND COMPENSATION**

5 A. Citation Processing Fees

6 The Client Agency agrees to pay City for its citation management services the fees
7 described in Exhibit “A” for all services it selects to purchase. Client Agency’s current
8 rates, as set forth in Exhibit “A”, are subject to an annual adjustment. The citation
9 processing fees, including but not limited to those set forth in Exhibit “A”, shall be
10 adjusted July 1st of each year based on the annual percentage change in the All Items
11 Consumer Price Index (CPI) Los Angeles-Riverside-Orange County, California as
12 identified each June for the prior twelve (12) month period. The annual adjustment
13 shall not exceed (five percent) 5% in any one year. The annual adjustment to the
14 citation management services shall commence July 1, 2014 and shall be applicable for
15 each year thereafter during the term of this agreement.

16 B. Optional Equipment, Supplies and Services

17 Exhibit “B” provides a list of optional equipment, supplies and services that the Client
18 Agency may purchase. These items require a price quote and confirming purchase
19 order to the supplier Professional Account Management, LLC.

20 C. Delinquent Citation Collection Services

21 Exhibit “C” provides services and rates for collection services that the Client Agency
22 can purchase, including tax offset lien filing services with the State of California
23 Franchise Tax Board (FTB). The cost of this service requires a price quote and
24 depends on volume, scope of work, filing fees and other requirements.

25 D. Compensation to City

26 City shall be compensated for services performed pursuant to this Agreement in the
27 amount and manner set forth in Exhibit “A, B, and C” which are incorporated herein by
28 this reference. Payment will be made in the same manner that claims of a like

character are paid by the Client Agency, with checks drawn on the treasury of said Client Agency. As specified in Section E of this Article, the Client Agency may authorize payment of amount due for services by deducting the amount due from citation revenues paid to the City on behalf of the Client Agency. Should this payment option be selected, the City will submit to Client Agency a detailed monthly reconciliation of revenues received and service fees deducted.

E. Invoicing

Invoices for services rendered pursuant to this agreement will be prepared by City and submitted to the Client Agency on a monthly basis. Invoices shall be paid by Client Agency within thirty (30) days of receipt of invoice.

1. Client Agency has the option to authorize the City to deduct monthly invoice amounts, or any portion of the monthly invoice amounts, from proceeds of any parking citation funds that the City has received from customers.
2. City has the option to deduct monthly invoice amounts that are 60 days or more late from payment due date, from proceeds of any parking citation funds that the City has received from customers.

ARTICLE 5 – PROFESSIONAL SERVICES

The City hereby warrants and represents that the services provided by City pursuant to this Agreement shall be performed in a professional and workmanlike manner.

ARTICLE 6 – INDEPENDENT CONTRACTOR

City shall be an independent contractor of Client Agency. This agreement is not intended, and shall not be construed, to create the relationship of agency, servant, employee, partnership, joint venture or association, as between City and Client Agency. The manner and means of conducting the work are under the control of the City, except to the extent they are limited by statute, rule or regulation, and the expressed terms of the Agreement.

/////

ARTICLE 7 – IMMIGRATION REFORM AND CONTROL ACT (IRCA)

City assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other Federal, or State rules and regulations. City shall indemnify and hold Client Agency harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by City.

ARTICLE 8 – EQUAL EMPLOYMENT OPPORTUNITY

Consistent with City's policy that harassment and discrimination are unacceptable employer/employee conduct, Inglewood agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by Inglewood or Inglewood's employee on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation will not be tolerated. Inglewood agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

ARTICLE 9 – INDEMNIFICATION

A. Neither Client Agency nor any officer or employee of the Client Agency shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by City under or in connection with any work, authority or jurisdiction delegated to Inglewood under this agreement. It is also understood and agreed that, pursuant to California Government Code Sections 895 through 895.8, City shall fully indemnify, defend and hold harmless Client Agency from any liability imposed for injury, as defined by California Government Code Section 810.8, occurring by reason of anything done or omitted to be done by City under or in connection with any work, authority or jurisdiction delegated to City under this agreement.

B. Neither City nor any officer or employee of City shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by the Client Agency under or in connection with any work, authority or jurisdiction delegated to City under this agreement. It is also understood and agreed that, pursuant

#5.

1 to California Government Code Sections 895 through 895.8, the Client Agency shall
2 fully indemnify, defend and hold harmless City from any liability imposed for injury, as
3 defined by California Government Code Section 810.8, occurring by reason of anything
4 done or omitted to be done by the Client Agency under or in connection with any work,
5 authority or jurisdiction delegated to City under this agreement.

6 **ARTICLE 10 – LIMITATION OF LIABILITY**

7 In no event shall City be liable for special, indirect, incidental, consequential, or
8 exemplary damages, including, without limitation, any damages resulting from loss of
9 use, loss of data, interruption of business activities, or failure to realize savings arising
10 out of or in connection with the use of City's services or products provided by
11 Inglewood staff or contractors. City's liability for damages and expenses arising out of
12 this agreement, whether based on a theory of contract or tort, including negligence and
13 strict liability, shall not exceed one year's compensation of Citation Processing
14 transaction service charges as determined by rate in Exhibit "A" of this agreement.

15 **ARTICLE 11 – INSURANCE**

16 On or before the commencement of the terms of this Agreement, City shall furnish
17 Client Agency with certificate showing the type, amount, class of operations covered,
18 effective dates and dates of expiration of insurance coverage in compliance with
19 paragraphs 11 A, B, C and D. Such certificate, which does not limit City's
20 indemnification, shall also contain substantially the following statement: "Should any of
21 the above insurance covered by this certificate be canceled or coverage reduced
22 before the expiration date thereof, the insurer affording coverage shall provide thirty
23 (30) days advance written notice to the Client Agency by certified mail. It is agreed that
24 City shall maintain in force at all times during the performance of this Agreement all
25 appropriate coverage of insurance required by this Agreement with an insurance
26 company that is acceptable to Client Agency and licensed to do insurance business in
27 the State of California. Endorsements naming the Client Agency as additional insured
28 shall be submitted with the insurance certificates.

1 **A. COVERAGE:**

2 City shall maintain the following insurance coverage:

3 (1) **Workers' Compensation:**

4 Statutory coverage as required by the State of California.

5 (2) **Liability:**

6 Commercial general liability coverage in the following minimum
7 limits:

8 Bodily Injury: \$500,000 each occurrence

9 \$1,000,000 aggregate - all other

10 Property Damage: \$100,000 each occurrence

11 \$250,000 aggregate

12 If submitted, combined single limit policy with aggregate limits in
13 the amounts of \$1,000,000 will be considered equivalent to the
14 required minimum limits shown above.

15 (3) **Employee Dishonesty Bond:**

16 Coverage of up to \$100,000 each occurrence

17 Coverage shall be for Faithful Performance of Duty Coverage for government
18 employees including, but not limited to, employee theft, forgery or alteration, theft of
19 money and securities, money orders and counterfeit paper currency, and computer
20 fraud.

21 **B. FAILURE TO SECURE:**

22 If City at any time during the term hereof should fail to secure or maintain the foregoing
23 insurance, Client Agency shall be permitted to obtain such insurance in the City's name
24 or as an agent of Inglewood and shall be compensated by City for the costs of the
25 insurance premiums at the maximum rate permitted by law and computed from the
26 date written notice is received that the premiums have not been paid.

27 **C. ADDITIONAL INSURED:**

28 Client Agency, its City Council, boards and commissions, officers, employees, and

volunteers shall be named as an additional insured under all insurance coverage, except worker's compensation insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

D. PRIMARY INSURANCE AND NON-CONTRIBUTING INSURANCE:

For any claims related to this project, the City's insurance coverage shall be primary as respects the Client Agency, and its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Client Agency, its officers, officials, employees or volunteers shall be non-contributing and in excess of the of the City's insurance.

ARTICLE 12 – RECORDS

City shall maintain complete and accurate records with respect to the services provided to the Client Agency.

City shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible.

ARTICLE 13 – RIGHT TO AUDIT

Client Agency shall have the right to audit the books and records of Inglewood that are related to this Agreement. Client Agency shall provide Inglewood with not less than forty-eight (48) hours' prior notice and the audit shall be at mutually convenient times and during Inglewood's normal business hours. Except as otherwise provided in this Agreement, the cost of any such audit shall be borne by the Client Agency.

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2 **ARTICLE 14 – CONFIDENTIALITY OF DOCUMENTS**

3 All of the Client Agency's citation data is and shall remain the property of the Client
4 Agency. All the data prepared, assembled, or maintained by City pursuant to this
5 agreement is confidential and City agrees that they shall not be made available to any
6 individual or organization without the prior written approval of the Client Agency, or
7 upon proper court order, except as provided by the California Public Records Act.

8 **ARTICLE 15 – SECURITY OF DMV DATA**

9 City and the Client Agency agree that either prior to or as soon as is practical following
10 the execution of this Agreement, both parties shall execute a Memorandum of
11 Understanding with the California Department of Motor Vehicles. Inglewood and the
12 Client Agency agree that all the terms and conditions contained in the Memorandum of
13 Understanding which they separately execute with the California Department of Motor
14 Vehicles shall be binding on the parties hereto. The parties hereto agree that the terms
15 and conditions of security of DMV data include, but are not limited to the following:

16 A. Information Use

17 1. The Client Agency requesting Department of Motor Vehicles information
18 ("Requester") shall not use such records and information for any purpose except that
19 which has been approved by the California Department of Motor Vehicles ("DMV").

20 2. When a non-law enforcement agency receives information from DMV
21 records that indicates a vehicle or vessel has a Department of Justice (DOJ) stop,
22 Requester shall immediately notify local law enforcement of its location, if known.

23 B. General Security Requirements

24 1. Requester shall maintain the security and integrity of the information it
25 receives from the DMV. A violation of any provision of the agreement, whether by
26 omission or commission, shall be grounds for action by the DMV and may result in
27 suspension or termination of service to the requester.

28 2. Requester shall ensure compliance with all the security provisions of this

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1 agreement. If fraud or abuse is suspected or confirmed, Requester shall notify the
2 DMV's Information Services Branch-Policy Development Unit, by telephone, at (916)
3 657-5583 within one (1) business day. A written notification containing all facts known
4 to the Requester shall be prepared by the Requester within three (3) business days
5 and mailed to the DMV at the following address:

6 Department of Motor Vehicles
7 Information Services Branch Policy Development Unit- H225
8 P.O. Box 924890
9 Sacramento, CA 94290-0001

10 3. Requester shall require the system administrator and every employee
11 having direct or incidental access to DMV records to sign a copy of the Employee
12 Security Statement (INF 1128), upon initial authorization for access to DMV records
13 and annually thereafter. A copy of the Requester's signed statement shall be
14 maintained on file for at least two (2) years following the deactivation or termination of
15 the authorization and shall be available to the DMV upon demand.

16 4. Requester shall restrict the use and knowledge of requester codes and
17 operational manuals to persons who have signed an Employee Security Statement
18 (INF 1128).

19 5. Requester shall maintain a current list of names of persons authorized to
20 access DMV records. This list shall be available to the DMV upon demand.

21 6. Access terminals and modems shall not be unattended while in active
22 session unless secured by a locking device that prevents entry or receipt of
23 information, or are placed in a locked room that is not accessible to unauthorized
24 persons.

25 7. Video terminals, printers, hardcopy printouts, or any other form of
26 duplication of DMV approved records that are located in public access areas shall be
27 placed so that the records shall not be viewed by the public or other unauthorized
28 persons.

8. All information received from the DMV's files must be destroyed once its legitimate use has ended. The method of destruction for DMV records will be conducive to the type of record requested and shall be done in a manner which eliminates the reproduction or identification of the destroyed records in any physical or electronic form.

9. Other than to a DMV approved vendor or agent, Requester shall not disclose its DMV assigned requester code, either orally or in writing, to anyone who is not in the direct employ of Requester or who has not signed the Employee Security Statement (INF 1128).

10. Requester shall not sell, retain, distribute, provide or transfer any record information or portion record information acquired under this agreement except as authorized by the DMV.

ARTICLE 16 – NOTICES

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests, or approvals from City to Client Agency shall be addressed to Client Agency at:

City of Compton
205 South Willowbrook Ave.
Compton, CA 90220
Attention: G. Harold Duffey, City Manager

With a copy to:

City of Compton
205 South Willowbrook Ave.
Compton, CA 90220
Attention: Jon Thompson, Fire Chief

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1 All notices, demands, requests, or approvals from Client Agency shall be
2 addressed to City at:

3 City of Inglewood

4 One Manchester Boulevard

5 Inglewood, CA 90301-1750

6 Attention: City Clerk

7 With a copy to:

8 City of Inglewood

9 One Manchester Boulevard

10 Inglewood, CA 90301-1750

11 Attention: Dean Viereck, Manager Parking & Enterprise Services Department

12 **ARTICLE 17 – TERMINATION**

13 **17.1 TERMINATION FOR CAUSE:**

14 Either party shall have the right to terminate this Agreement immediately by
15 written notice to the other if (i) state statutes are amended to prohibit or substantially
16 change the operation of parking citation processing and notifications; or (ii) the other
17 party commits any material breach of any of the provisions of this Agreement. Either
18 party shall have the right to remedy the cause for termination within forty-five (45)
19 calendar days (or within such other time period as the Client Agency and Inglewood
20 shall mutually agree to) after written notice from the non-causing party setting forth in
21 reasonable detail the events giving rise to cause for termination.

22 **17.2 TERMINATION WITHOUT CAUSE:**

23 Either party may initiate termination of the Agreement without cause at any time
24 by giving ninety (90) days written notice of termination to the other. If Client Agency
25 exercises its rights to terminate this Agreement in accordance with this paragraph, the
26 Client Agency shall be obligated to pay Inglewood for all services satisfactorily
27 performed in accordance with this Agreement, through and including effective
28 termination date (at least 90 days after written notice of termination), including but not

to exceed the payments according to the rates specified in Exhibits “A”, “B” and “C”.

17.3 PROCEDURES UPON TERMINATION:

17.3.1 Inglewood

Inglewood shall (i) immediately cease to provide services and products in connection with the processing and notification of parking citations, (ii) promptly deliver to the Client Agency any and all property, data, and information of the Client Agency provided to Inglewood pursuant to this Agreement, (iii) promptly deliver to the Client Agency a final report regarding the processing and notification of parking citations in such format as the Client Agency may reasonably request, and (iv) promptly deliver to Client Agency a final invoice stating all fees and charges properly owed by Client Agency to Inglewood, and its subcontractors, for work performed and products purchased by Client Agency prior to the termination.

Upon termination, the City shall transfer the property, data, and information in its possession to the Client Agency by a mutually agreed upon method.

17.3.2. Client Agency

The Client Agency shall (i) immediately cease accessing the Inglewood System and using any other intellectual Property of Inglewood, (ii) promptly deliver to Inglewood any and all intellectual Property of Inglewood provide to the Client Agency pursuant to this Agreement, and (iii) promptly pay any and all fees, charges and amounts properly owed by Client Agency to Inglewood, and its subcontractors, for work performed and products purchased by Client Agency prior to the termination.

ARTICLE 18 – WAIVER

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

Article 19 – INTEGRATED CONTRACT

This Agreement represents the full and complete understanding of every kind or nature

whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both Client Agency and City.

ARTICLE 20 – INSERTED PROVISIONS

Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.

ARTICLE 21 – MODIFICATIONS

No change, amendment or modification to this agreement shall be effective unless it is in writing and signed by the authorized representatives of the parties hereto.

ARTICLE 22 – MISCELLANEOUS

22.1 Interpretations

The parties waive any benefits from the principles of contra proferens and interpreting ambiguities against drafters. No party shall be deemed to be the drafter of this agreement, or of any particular provision or provisions, and no part of this agreement shall be construed against any party on the basis that the particular party is the drafter of any part of this agreement.

22.2 Counterparts

This agreement may be executed in counterparts, and when each party hereto has signed and delivered at least one such counterpart, each counterpart shall be deemed an original and, when taken together with the other signed counterparts, shall constitute one agreement, which shall be binding upon and effective as to all parties hereto.

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22.3 Captions

Articles titles, paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any provision hereof.

22.4 Changes in Client Agency's Municipal Code

The Client Agency shall notify the City of any changes, modifications or amendments to the Client Agency's municipal code, ordinances or regulations affecting parking regulations subject to this Agreement, in writing, within 15 days of the effective date any such change.

ARTICLE 23 – SEVERABILITY

In the event that any condition or covenant herein is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of the agreement and shall in no way affect any other covenant or condition herein contained as long as the invalid provision does not render the agreement meaningless with regard to a material term in which event the entire agreement shall be void. If such condition, covenant, or other provision shall be deemed invalid due to its scope of breadth, such provision shall be deemed valid to the extent of the scope of breadth permitted by law.

ARTICLE 24 – GOVERNING LAW; VENUE

This agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles, Superior Court, Southwest District, located at 825 Maple Avenue, Torrance, California 90503-5058. In the event of litigation in the United States District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

ARTICLE 25 – ENTIRE AGREEMENT

This agreement, including any exhibits attached hereto, is the entire, complete, final and exclusive expression of the parties' intent, with respect to the matters addressed

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herein and supersedes all other agreements or understandings, whether oral or written, or entered into between Inglewood and Client Agency prior to the execution of this agreement. In the event of any conflict between the terms, conditions and provisions of this agreement and any other such agreement, document or instrument, the terms, conditions and provisions of this agreement shall prevail. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

City of Inglewood

City of Compton

A Municipal Corporation

A Municipal Corporation

JAMES T. BUTTS

G. HAROLD DUFFEY

MAYOR

CITY MANAGER

YVONNE HORTON

ALITA GODWIN, CMC

CITY CLERK

APPROVED AS TO FORM:

APPROVED AS TO FORM:

CAL SAUNDERS

CRAIG J. CORNWELL

CITY ATTORNEY

CITY ATTORNEY

EXHIBIT A

City of Inglewood – Parking Citation Services Price List

Prices Effective 11/01/2012

Client Agency: City of Compton		
Fees based on estimated citation volume 10K – 50K citations per year	Rates (17)	Services Selected (1)
Citation Processing		
Citation Processing (2)	\$1.58	YES
Customer Services		
Manual Citation Imaging/Data Entry	\$.25	NO
Postage, printing & handling - Postcard Type Notice (3)	\$.43	YES
Postage, printing & handling - Postcard Type Delq. Notice (3)	\$.43	YES
Postage, printing & handling - Letter Type Notice (3)	\$.66	NO
Postage, printing & handling - Letter Type Delq. Notice (3)	\$.66	NO
Customer Service - per citation entered (4)	\$.23	NO
Administrative Support - per citation entered (4)	\$.43	NO
Lockbox Processing - per payment processed (5)	\$.43	NO
Lockbox Payment Adjustment (5)	\$.43	NO
Payment Exception Processing (6)	\$.19	NO
Phone Payments - Client's Merchant Acct (7)	\$1.11	NO
Phone Payments - Duncan Merchant Acct (8)	\$2.80	YES
Phone Payments - Duncan Merchant & Bank Acct (9)	\$3.00	NO
Internet Payments - Client's Merchant Acct (7)	\$1.11	NO
Internet Payments - Duncan Merchant Acct (8)	\$2.80	YES
Internet Payments - Duncan Merchant & Bank Acct (9)	\$3.00	NO

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1	AutoPROCESS Lockdown by IP Address	\$250.00	NO
2		per mo	
3	Obtain Registered Owner from DMV		
4	Obtain California Registration information (10)	At Cost	YES
5	Obtain Out-of-State Registration information (10)	\$.98 to \$4.50	YES
6	Collection Services (11)		
7	FTB "Limited" Collection Services	15% + \$3.50	NO
8	FTB "Full" Collection Services	35%	YES
9	Comprehensive Collection Services	35%	YES
10	Civil Filing Collection Services	45%	NO
11	Hosted Software Subscription Services	Categories	
12	a. Citation Processing System Multi-Media Integration		Quote
13	with 2 GB storage and requires AutoCITE X3 with digital	\$2,000 setup	
14	camera and voice recorder and hosted AutoISSUE (14)	\$200/mo	
15	b. Hosted Website for Violator View of Citation Images	\$1,500	Quote
16	with payment forms and requires multi-media service.	setup	
17	(14)	\$100/mo	
18	c. Hosted Website for Violator Online Administrative		Quote
19	Review Request including workflow processing and	\$2,500 setup	
20	document upload (14)	\$250/mo	
21	d. Hosted Website for Violator Online Administrative		Quote
22	Hearing Request including workflow processing and	\$2,500 setup	
23	document upload. (14)	\$150/mo	
24	e. Correspondence Image Capture and Workflow Using		Quote
25	DocuPeak™ hosted application platform and	\$2,000 setup	
26	ScanBench (15)	\$500/mo	
27	f. Management Web Service Dashboard with standard 4	\$1,500 setup	Quote
28	data fields (14)	\$200/mo	

g. Multi-Media – Additional Storage Capacity 5 GB (14)	\$75/mo	Quote
h. Online Parking Permit Renewal or Purchase (14)	Quote	Quote
Other Equipment – (15)		
PC Equipment	Cost + 10%	Quote
Handheld Citation Writer - Duncan Solutions AutoCite X3	10% Discount	Quote
Parking Meters	10% Discount	Quote
Kiosk for Self Service		Quote
Automated License Plate Recognition (LPR) Equipment		Quote
Cashier Module Equipment and Customization (12)		Quote
Other Services - Scope of Work/Quote Required (16)		
Dedicated Customer Service Staff		Quote
Correspondence Administrative Review Temp Services		Quote
Onsite Technical Staff		Quote
Custom Programming (plus travel + expenses)	\$125/hr	Quote
Parking Permit Processing (13)		Quote
Auxiliary Mail Payment Processing Services		Quote
DocuPeak e-Subpoena Application		Quote
Outsource Services – Parking Enforcement		Quote
Outsource Services – Parking Meters		Quote
Outsource Services – Parking Structures		Quote
Outsource Services – Automated License Plate Recognition		Quote
Outsource Services – Boot and/or Tow		Quote

NOTES

- Each Client Agency approves a contract with City for reimbursement of cost of citation processing services based on the Client's service level and volume. Clients can modify their scope of services to add or stop individual services by issuing

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1 written change notice to City. Fees for services in Exhibit A include all City direct
2 cost, administrative costs to and indirect costs for providing citation management
3 services. See notes for additional details about fees and administrative charges.

4 2. The fee for use of the AutoPROCESS System is a transaction charge per citation
5 processed. The rate charged is dependent on the Clients annual citation volume.
6 Determination of "volume" is based on a Client's citations processed during the
7 prior calendar year.

8 3. Rates for notice printing and mailing include postage at the current prevailing rate.
9 This service fee will be adjusted to offset any increase in the standard U.S. first
10 class postage rate in the future. Client will be notified of postal rate changes and
11 the impact on service fees for letter and post card notices as they occur.

12 4. Customer service is an optional service with charges based on a fixed fee per total
13 citations processed. Two (2) levels of service are available. If Client selects the
14 Customer Service level, the Client shall receive the following services: call center
15 services with a toll free number for violators to call with citation inquiries, interactive
16 voice response service for inquiry on outstanding citations and frequently asked
17 questions. With Administrative Support level the Client shall receive all Customer
18 Service services in addition to administrative and correspondence services which
19 include processing of all in-bound correspondence from customers, online forms for
20 customers' correspondence, scheduling of administrative review and hearing
21 requests and resolution of administrative reviews when required.

22 5. Lockbox payment processing is an optional service with charges based on citation
23 payments processed. Funds collected will be deposited to a Client's designated
24 bank account or mailed to the Client based on mutual agreement of the preferred
25 method. The Client is responsible to notify Inglewood if a NSF check situation
26 occurs and they wish to reinstate the amount due, plus any NSF fee they wish to
27 impose. The Client has the option to request a charge to customers be added to
28 the amount due for the citation.

- 1 6. Payment exception processing services relates to Lockbox payment processing
2 services with charges based on actual transactions processed. The notice letter
3 fee applies when a letter to customer is required.
- 4 7. The City's transaction fee for Internet and IVR payment processing includes system
5 use, telephone usage charges. Client is responsible for charges for merchant
6 service fees, bank charges and credit card discount fees. Net proceeds will be
7 transferred to the Client's designated bank account or paid on agreed upon
8 scheduled. Clients have option to add a customer convenience fee to the
9 transactions to recover cost of this automated payment services.
- 10 8. The City's transaction fee for Internet and IVR payment processing includes system
11 use, telephone usage charges. This fee includes charges for merchant service
12 fees, bank charges and credit card discount fees. Net proceeds will be transferred
13 to the Client's designated bank account or paid on agreed upon scheduled. Clients
14 have option to add a customer convenience fee to the transactions to recover cost
15 of this automated payment services.
- 16 9. The City's transaction fee for Internet and IVR payment processing includes system
17 use, telephone usage charges. This fee includes charges for merchant service
18 account and associated fees, bank charges and credit card discount fees. Net
19 proceeds will be transferred to the Client's designated bank account minus the
20 convenience fee revenue and provide a daily transaction report. The Internet
21 payment screens and IVR scripts are modified to reflect the convenience fee is
22 assessed by the vendor, not the Client.
- 23 10. Costs to City for obtaining in and out of state registered owner information will be
24 billed based on the actual charges incurred from provider of this information.
- 25 11. Three (3) levels of optional delinquent account secondary collection services are
26 available. Client has the option of adopting collection fee charged to customer to
27 offset collection costs. Details on these services and rates are available in Exhibit
28 "C" of this Agreement.

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12. The Client is billed for the cost of system customization, such as building cashiering interface, at the custom programming hourly rate with no additional administrative fee. All customization or special one-time services must be documented in writing with a work order and cost estimate prior to initiating the work. All reasonable out of pocket expenses and travel expenses related to this service will be reimbursed by the Client upon submittal of receipts.

13. The AutoPROCESS includes capability to issue and track parking permits. Use of this module is available at no additional cost. If the Client wishes to outsource the fulfillment of parking permits and processing of payments, City can provide a proposal for these services, including purchasing of permit stock City offers Client the option to use discounts price schedule for equipment, supplies and services. The equipment, supplies and services can be quoted by the City contractor Professional Account Management LLC (Duncan Solutions). Duncan Solutions may offer Client flexible financing terms including monthly lease-purchase pricing. Prices will vary bases on number of devices, equipment configuration, peripherals, sales tax rate, length of agreement, shipping costs, installation costs, extended warranty cost and technical support requirements. A confirming purchase order needs to be issued by the Client to confirm terms, pricing and services.

14. Multi-media, hosted web services and dashboard systems require a price quote. The initial cost and monthly subscription fee for hosted IT service and base data/image storage quoted is based on projected volume for a Client Agency and their document retention plans.

15. City offers Clients the option to use discount price schedules for equipment, supplies and professional services. The DocuPeak™ business process automation platform and related professional services can be quoted by the City. Pricing options may include software as a service or licensed on-premise use of DocuPeak™. Prices may vary based on number of end users and data/image storage requirements, complexity of application, application configuration, training

and on-going technical support.

16. City offers a number of optional services that can be provided to Client Agencies to supplement their staffing, work on backlog and provide revenue enhancement services. These services require a scope of work and price quote.

17. City citation processing and service fees are subject to an annual Cost of Living Adjustment (COLA) increase based on U.S. Department of Labor Consumer Price Index (CPI-U) rate for Los Angeles-Riverside-Orange County CA area, with a not to exceed limitation of 5% per year. The COLA can be applied as of July 1, 2014 and each July 1st thereafter.

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Exhibit B - City of Inglewood - Equipment Pricing List
Professional Account Management, a Division of Duncan Solutions, Inc
Prices Effective 11/01/2012

Description	LIST PRICE	ICMS PRICE
AutoCITE X3 Citation Issuance Devices		
X3LTI Base Handheld	\$3,500.00	\$3,150.00
X3LTCI Unit w/ Li+, MSM IR & Standard Digital Camera	\$3,950.00	\$3,555.00
X3LTDI Unit w/ Li+, MSM IR & 3-MP Digital Camera w/ Flash	\$4,100.00	\$3,690.00
X3LTDIS 1D Unit w/ Li+, MSM IR, 3-MP Digital Camera w/ Flash and 1D Barcode Scanner	\$4,400.00	\$3,960.00
X3LTDIS 2D Unit w/ Li+, MSM IR, 3-MP Digital Camera w/ Flash and Intermec 2D Barcode Imager	\$4,700.00	\$4,230.00
X3LTDIW Unit w/ Li+, MSM IR, 3-MP Digital Camera w/ Flash & Wireless	\$4,600.00	\$4,140.00
X3LTDISW 1D Unit w/ Li+, MSM IR, 3-MP Digital Camera w/ Flash, 1 D Bar Code Scanner & Wireless	\$4,950.00	\$4,455.00
X3LTDISW 2D Unit w/ Li+, MSM IR, 3-MP Digital Camera w/ Flash, Intermec 2D Bar Code Imager & Wireless	\$5,150.00	\$4,635.00
X3MLTI Unit w/ Li+ and Mag Stripe Reader	\$3,950.00	\$3,555.00
X3MLTDI Unit w/ Li+, Mag Stripe Reader and 3-MP Digital Camera w/ Flash	\$4,500.00	\$4,050.00
X3MLTDIS Unit w/ Li+, Mag Stripe Reader, 3-MP Digital Camera w/ Flash and Intermec 2D Bar Code Imager	\$ 5,150.00	\$4,635.00
X3MLTDISW Unit w/ Li+, Mag Stripe Reader, 3-MP Digital Camera w/ Flash, Intermec 2D Bar Code Imager and Wireless	\$ 5,700.00	\$5,130.00

1	AutoTRAX X3 Meter Maintenance Devices		
2	X3LTI Unit w/ Li+, SSM IR and MSM IR	\$3,650.00	\$3,285.00
3	AutoCITE Accessories and Supplies		
4	Envelope Holder - Small (X3 style ticket)	\$20.00	\$20.00
5	Cover Case With Belt Clip (X3 only)	\$75.00	\$75.00
6	Stylus (4 pack)	\$12.00	\$12.00
7	Mag - Card Cleaners (per cleaner)	\$5.00	\$5.00
8	Citation Stock (Minimum order is 15,200 citation package	\$.15 - \$.18	\$.15 - \$.18
9	and includes white envelopes with black ink. Price		
10	depends on lot order size)		
11	AutoCITE Charger/Multiplexers		
12	USB Charger (6 bays)	\$1,000.00	\$900.00
13	USB Charger (6 bays) Annual Maintenance	\$50.00	\$45.00
14	Single User Charger Adapter	\$ 150.00	\$150.00
15	a. Must order cigarette lighter power cord or single unit		
16	charger AC power source		
17	b. Must specify type, X3 Lithium Ion, X3 or S3 NiCad, etc.		
18	Cigarette Lighter Power Cord (X3, Se, or older)	\$50.00	\$50.00
19	Single Unit AC Power Source (X3, S3, or older)	\$50.00	\$50.00
20	AutoCITE Maintenance		
21	X3LTI Base Handheld	\$500.00	\$450.00
22	X3LTCI Unit w/ Li+, MSM IR & Standard Digital Camera	\$500.00	\$450.00
23	X3LTDI Unit w/ Li+, MSM IR & 3-MP Digital Camera w/	\$500.00	\$450.00
24	Flash		
25	X3LTDIS 1D Unit w/ Li+, MSM IR, 3-MP Digital Camera	\$500.00	\$450.00
26	w/ Flash and 1D Barcode Scanner		
27	X3LTDIS 2D Unit w/ Li+, MSM IR, 3-MP Digital Camera	\$500.00	\$450.00
28	w/ Flash and Intermec 2D Barcode Imager		

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1	X3LTDIW Unit w/ Li+, MSM IR, 3-MP Digital Camera	\$550.00	\$495.00
2	w/ Flash & Wireless		
3	X3LTDISW Unit w/ Li+, MSM IR, 3-MP Digital Camera	\$550.00	\$495.00
4	w/ Flash, 1D Bar Code Scanner & Wireless		
5	X3LTDISW Unit w/ Li+, MSM IR, 3-MP Digital Camera	\$550.00	\$495.00
6	w/ Flash, Intermec 2 D Bar Code Imager & Wireless		
7	X3MLTI Unit w/ Li+ and Mag Stripe Reader	\$550.00	\$495.00
8	X3MLTDI Unit w/ Li+, Mag Stripe Reader, 3-MP Digital	\$550.00	\$495.00
9	Camera w/ Flash		
10	X3MLTDIS Unit w/ Li+, Mag Stripe Reader, 3-MP Digital	\$550.00	\$495.00
11	Camera w/ Flash and Intermec 2D Bar Code Imager		
12	X3MLTDISW Unit w/ Li+, Mag Stripe Reader, 3-MP Digital	\$550.00	\$495.00
13	Camera w/ Flash, 2D Bar Code Imager and Wireless		
14	AutoTRAX Maintenance		
15	X3LTI Unit w/ Li+, SSM IR and MSM IR	\$500.00	\$450.00
16	AutoISSUE Modules		
17	Parking Citation Issuance (.NET version)	\$6,000.00	\$5,400.00
18	a. Includes Task Group Manager & Scheduler		
19	Traffic Citation Issuance (.NET version)	\$6,000.00	\$5,400.00
20	a. Includes Task Group Manager & Scheduler		
21	Municipal Citation Issuance (.NET version)	\$6,000.00	\$5,400.00
22	a. Includes Task Group Manager & Scheduler		
23	Network Version .NET 3 user license	\$3,000.00	\$2,700.00
24	a. \$1000 per user thereafter		
25	AutoTRAX SS 2.0 - Single-Space Meter Management	\$6,000.00	\$5,400.00
26	Module		
27	ACDI Wireless Communication - Basic	\$6,000.00	\$5,400.00
28	a. Basic communication between X3 & AI.NET only		

1	(wireless airtime not included)		
2	1D BarCode Reading (intended for Parking. Included with	Included	Included
3	required hardware)		
4	Digital Images Included with required hardware	Included	Included
5	Voice Recordings (Included with required hardware)	Included	Included
6	Abandoned Vehicles	\$6,000.00	\$5,400.00
7	Animal Violations	\$4,000.00	\$3,600.00
8	AutoCLUSTER - Wireless Enforcement Module for	\$3,000.00	\$2,700.00
9	Multispace Meters		
10	AutoCLUSTER - Wireless Enforcement Module for	\$8,000.00	\$7,200.00
11	Parkeon Multispace meters (integrated with AutoISSUE)		
12	AutoCLUSTER - Wireless Enforcement Module for Digital	\$8,000.00	\$7,200.00
13	Multispace meters (integrated with AutoISSUE)		
14	Barcode Printing 1D 128 A, B or C	\$1,000.00	\$900.00
15	Broken Meter Reporting	\$1,000.00	\$900.00
16	Code Enforcement	\$6,000.00	\$5,400.00
17	Damaged Sign Reporting	\$1,000.00	\$900.00
18	Diagrams - free form, no template	\$2,000.00	\$1,800.00
19	Field Investigation	\$4,000.00	\$3,600.00
20	GIS Reporting Module	\$6,000.00	\$5,400.00
21	GPS Tracking Module (only available on select devices	\$6,000.00	\$5,400.00
22	with GPS capability, please consult sales representative)		
23	Habitual Offender Escalation	\$8,000.00	\$7,200.00
24	IrDA Interface for Multi-Space Meters - SneakerNet	\$2,000.00	\$1,800.00
25	Meter/Location Matrix	\$1,000.00	\$900.00
26	OCR A Size 1 Printing (X3, S3, S4 & T Series)	\$2,000.00	\$1,800.00
27	Officer Activity Logging	\$1,000.00	\$900.00
28	Parking Permit Cross Reference	\$1,000.00	\$900.00

#5.

1	Public Contacts	\$4,000.00	\$3,600.00
2	Search Only Mode	\$1,000.00	\$900.00
3	Signature Capture (Officer)	\$2,000.00	\$1,800.00
4	Signature Capture (Violator)	\$2,000.00	\$1,800.00
5	Time Limit Marking	\$1,000.00	\$900.00
6	Transit Violations	\$6,000.00	\$5,400.00
7	Visitor Information	\$1,000.00	\$900.00
8	Warnings Tracking	\$2,000.00	\$1,800.00
9	Wireless Real-Time Hotsheet Look-up Module	\$2,000.00	\$1,800.00
10	Wireless Ticket upload Software Module	\$2,000.00	\$1,800.00
11	Any interface to other systems	based on quote	
12	AutoISSUE Maintenance		
13	Parking Citation Issuance (.NET version)	\$600.00	\$540.00
14	a. Includes Task Group Manager & Scheduler		
15	Traffic Citation Issuance (.NET version)	\$600.00	\$540.00
16	a. Includes Task Group Manager & Scheduler		
17	Municipal Citation Issuance (.NET version)	\$600.00	\$540.00
18	a. Includes Task Group Manager & Scheduler		
19	Network Version .NET 3 user license	\$300.00	\$270.00
20	a. \$100 per user thereafter		
21	AutoTRAX SS 2.0 - Single-Space Meter Management	\$600.00	\$540.00
22	Module		
23	ACDI Wireless Communication - Basic	\$600.00	\$540.00
24	a. Basic communication between X3 & AI.NET only		
25	(wireless airtime not included)		
26	1D Bar Code Reading (Intended for Parking. Included with	Included	Included
27	required hardware)		
28	Digital Images (Included with required hardware)	Included	Included

1	Voice Recordings (Included with required hardware)	Included	Included
2	Abandoned Vehicles	\$600.00	\$540.00
3	Animal Violations	\$400.00	\$360.00
4	AutoCLUSTER - Wireless Enforcement Module for	\$300.00	\$270.00
5	Multispace Meters		
6	AutoCLUSTER - Wireless Enforcement Module for	\$800.00	\$720.00
7	Parkeon Multispace meters (integrated with AutoISSUE)		
8	AutoCLUSTER - Wireless Enforcement Module for Digital	\$800.00	\$720.00
9	Multispace meters (integrated with AutoISSUE)		
10	Barcode Printing 1D 128 A, B or C	\$100.00	\$90.00
11	Broken Meter Reporting	\$100.00	\$90.00
12	Code Enforcement	\$600.00	\$540.00
13	Damaged Sign Reporting	\$100.00	\$90.00
14	Diagrams - free form, no template	\$200.00	\$180.00
15	Field Investigation	\$400.00	\$360.00
16	GIS Reporting Module	\$600.00	\$540.00
17	GPS Tracking Module (only available on select devices	\$600.00	\$540.00
18	with GPS capability, please consult sales representative)		
19	Habitual Offender Escalation	\$800.00	\$720.00
20	IrDA Interface for Multi-Space Meters - SneakerNet	\$200.00	\$180.00
21	Meter/Location Matrix	\$100.00	\$90.00
22	OCR A Size 1 Printing (X3, S3, S4 & T Series)	\$200.00	\$180.00
23	Officer Activity Logging	\$100.00	\$90.00
24	Parking Permit Cross Reference	\$100.00	\$90.00
25	Public Contacts	\$400.00	\$360.00
26	RFID Permit Module (currently only offered on PDS's)	\$500.00	\$450.00
27	Search Only Mode	\$100.00	\$90.00
28	Signature Capture (Officer)	\$200.00	\$180.00

#5.

1	Signature Capture (Violator)	\$200.00	\$180.00
2	Time Limit Marking	\$100.00	\$90.00
3	Transit Violations	\$600.00	\$540.00
4	Visitor Information	\$100.00	\$90.00
5	Warnings Tracking	\$200.00	\$180.00
6	Wireless Real-Time Hotsheet Look-up Module	\$200.00	\$180.00
7	Wireless Ticket Upload Software Module	\$200.00	\$180.00
8	Any interface to other systems	based on quote	
9	Multi-Space Meters		
10	Duncan Pay by Space Meters		
11	VM Meter (Steel, Standard Powder-Coat, Coin only,	\$4,425.00	\$3,982.50
12	including mechanical locks and intelligent cashbox)		
13	VS Meter (Stainless Steel, Standard Powder-Coat, Coin	\$5,825.00	\$5,242.50
14	only, including mechanical locks and intelligent cashbox)		
15	VS Meter (Stainless Steel, 316-grade natural finish, Coin	\$6,425.00	\$5,782.50
16	only, including mechanical locks and intelligent cashbox)		
17	Pay by Space New Meter Options		
18	Wireless Communications Module (GPRS) Fitted	\$790.00	\$711.00
19	Hybrid Card Reader Module Fitted	\$450.00	\$405.00
20	Smart Card Interface Module Fitted	\$250.00	\$225.00
21	Anti Probe Device Fitted	\$350.00	\$315.00
22	Enforcer (flip dot) Module Fitted	\$350.00	\$315.00
23	Green Cell Battery	\$95.00	\$85.50
24	Cash Key Payment Module	\$750.00	\$675.00
25	Cash key Reload Module	\$1,000.00	\$900.00
26	Winterization Kit (Includes C-Cell battery Booster)	\$750.00	\$675.00
27	Mains Power Kit	\$690.00	\$621.00
28	Solar Panel w/built in antenna	\$550.00	\$495.00

1	Surface Mount Meter Installation kit	\$195.00	\$175.50
2	Surface Mount Installation Kit w/ Protective Skirt	\$295.00	\$265.50
3	(Steel, Powder-Coated)		
4	Surface Mount Installation Kit w/ Protective Skirt	\$355.00	\$319.50
5	(Stainless Steel, Powder-Coated)		
6	Surface Mount Installation Kit w/ Protective Skirt	\$450.00	\$405.00
7	(Stainless Steel, 316-grade natural finish)		
8	Electronic Vault Lock - Medeco Nexgen	\$250.00	\$225.00
9	Electronic Head Lock - Medeco Nexgen	\$250.00	\$225.00
10	Pay-at-Meter Software License Fee	\$2,000.00	\$1,800.00
11	Duncan Pay and Display Meter		
12	MX Meter (Stainless Steel, Standard Powder-Coat, Coin-	\$7,750.00	\$6,975.00
13	only, including integrated solar panel, rechargeable battery,		
14	top door decal, mechanical locks and keys)		
15	Pay and Display New Meter Options		
16	Wireless Communications Module (GPRS) Fitted	\$790.00	\$711.00
17	Card Reader Module Fitted	\$450.00	\$405.00
18	Silver Intelligent Cash Box – Standard	\$750.00	\$675.00
19	Fiber Ticket Roll	\$65.00	\$58.50
20	Poly Thermal Ticket Paper Roll	\$85.00	\$76.50
21	Installation Kit – Subterranean	\$175.00	\$157.50
22	Battery Charger	\$350.00	\$315.00
23	Decal - lower door (standard design)	\$150.00	\$135.00
24	AutoTRAX (Multi-space Meter Mgt System)		
25	AutoTRAX Wireless Parking Management includes user	\$55.00	\$55.00
26	licensing, remote access via Internet, system hosting,		
27	wireless communications costs and support via telephone		
28	and internet (per meter/per month). May vary depending on		

#5.

1	length of contract and current 3rd party service provider		
2	pricing		
3	Duncan Multi-space Miscellaneous		
4	Fascia (Rate Card) Creation (Per Rate Card)	\$20.00	\$20.00
5	Fascia (Rate Card) Design Modification Fee	\$60.00	\$60.00
6	DecoMark Space Number 5x5 block with white number and	\$35.00	\$35.00
7	black contrast (price is per digit, volume pricing is available		
8	for large custom orders)		
9	Pole mounted Space Marker - 1 sign per pole, includes	\$39.00	\$39.00
10	sign, mounting bracket and mounting hardware (pole not		
11	included)		
12	Decorative Sleeve for Pole	\$75.00	\$75.00
13	Decorative Base for Pole	\$64.45	\$64.45
14	Intelligent Cash Box Reader Station		
15		\$1,800.00	\$1,620.00
16	Technician's Infra-Red ID Key	\$300.00	\$270.00
17	Credit Card Processing Gateway (per transaction)	Volume dependent	
18	Gateway and Sensor Equipment, Configuration, Integration	Quote	
19	and Services (Must be quoted separately on a per project		
20	basis)		
21	Single-Space Meters		
22	Duncan Meter Products		
23	LIBERTY SINGLE SPACE ELECTRONIC MECHANISM W/	\$499.00	\$495.00
24	CREDIT CARD ACCEPTANCE AND WIRELESS		
25	COMMUNICATION*		
26	*Liberty Mechanisms are subject to availability, lead-times		
27	are negotiable		
28	EAGLE STANDARD, NO CASHKEY RECEPTACLE	\$160.00	\$144.00

1	EAGLE CASHKEY	\$185.00	\$166.50
2	EAGLE 2100 (WITH CARD READER)	\$195.00	\$175.50
3	EAGLE 2100 (W/O CARD READER)	\$185.00	\$166.50
4	Duncan Housing Products		
5	MODEL 76 SINGLE HOUSING COMPLETE	\$215.00	\$193.50
6	MODEL 70 VIP SINGLE HOUSING COMPLETE	\$238.00	\$214.20
7	MODEL 80 VIP SINGLE HOUSING COMPLETE	\$310.00	\$279.00
8	MODEL 90 VIP SINGLE HOUSING COMPLETE	\$240.00	\$216.00
9	MODEL 90 VIP DUPLEX HOUSING COMPLETE	\$487.00	\$438.30
10	MODEL 95 VIP SINGLE HOUSING COMPLETE	\$338.00	\$304.20
11	MODEL 95 VIP DUPLEX HOUSING COMPLETE	\$602.00	\$541.80
12	AutoTRAX (Single-space Meter Mgt System)		
13	Monthly wireless AutoTRAX Meter Management fee per	\$8.50	\$8.50
14	single space credit card meter (per meter/per month) May		
15	vary depending on length of contract and current 3rd party		
16	service provider pricing		
17	Duncan Vehicle Sensors*		
18	Duncan Si Vehicle Sensor (Pole mounted, integrated with	\$310.00	\$290.00
19	Duncan Liberty Single Space meters)		
20	Duncan Sc Vehicle Sensor (mounted to curb face)	\$350.00	\$325.00
21	Duncan Ss Vehicle Sensor (surface mounted)	\$350.00	\$325.00
22	Duncan Sr Vehicle Sensor (subterranean mounted)	\$350.00	\$325.00
23	Monthly Wireless Fee for pole mounted Si Vehicle Sensor	\$9.50	\$9.50
24	when deployed with Liberty meter (per sensor/per month)		
25	Monthly Wireless Fee for Sc, Ss and Sr Vehicle Sensors	\$9.50	\$9.50
26	(per sensor/per month) Vehicle		
27	*Sensors are subject to availability		
28	/////		

#5.

<i>AutoPROCESS Cashiering Equipment</i>		
POS Cash Register System (PC, Display Pole, Cash Drawer, Credit Card Reader, Receipt Endorsement Printer)	\$2,850.00	\$2,850.00
POS Cash Register System Annual Maintenance	\$780.00	\$780.00
Laser Printer with USB Cable	\$325.00	\$325.00
Cashiering Barcode Reader	\$250.00	\$250.00
<i>AutoPROCESS Programming/Customization/Interfaces</i>		
Labor per hour (plus travel costs and expenses)	\$125.00	\$110.00

NOTES

1. Programming/Customization/Interfaces charges will be quoted on a project specific basis based on hourly rate, plus out of pocket travel and expenses.
2. Prices quoted do not include installation charges, shipping costs, project management fees, configuration fees and/or specialized customization charges which will be quoted on a project specific basis.
3. Prices quoted do not include any applicable taxes.
4. Sales tax rates will be quoted to point of delivery.
5. Equipment and supplies may be substituted for new releases, models and upgrades to this list if price is offered at a discount equal or greater than the discount on the item it is replacing.
6. Additional equipment and services not included in this price list will be quoted separately on a project specific basis.
7. Professional Account Management LLC (Duncan Solutions) reserves the right to modify the provided price list(s) with thirty days notice.

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EXHIBIT C

City of Inglewood – Delinquent Citation Collection Services Fee Schedule

Prices Effective 11/01/2012

Category/Scope	Client Agency Rates
Level 1 FTB “Limited” Collection Services	
Services are limited to FTB lien processing and include: create list of eligible violations, combining plates, obtain Social Security #s, skip trace, create generic FTB notice letters, send FTB letter and file liens. The Client Agency is responsible for customer calls and payment processing.	15% of FTB collections plus \$3.50 per “plate” assigned to FTB Process
Level 2 FTB “Full” Collections Services	
Services are limited to FTB lien processing and include: create list of eligible violations, combining plates, obtain Social Security #s, skip trace, FTB Pre-Intercept notice on LES letterhead. Full service also includes customer service call center for violator calls, lockbox payment processing, handling disputes and refund and includes payment of FTB filing fees.	35 % of revenue collected
Level 3 Comprehensive Collection Services	
Collection services apply to all delinquent citations. Process starts at assignment of citation, typically 120 days unpaid. Collection services include DMV liens and FTB tax intercept filings. All filing fees are paid or reimbursed. Provides all services under Level 2 plus full skip tracing, outbound calls, and additional collection notices.	35 % of revenue collected

/////

NOTES

FTB "Limited" Service: This service will be offered to provide continuity to the existing FTB process that Inglewood - PTS has supported for many years. Franchise Tax Board tax intercept processing service (FTB-Limited) will not include any of the value-added revenue enhancement and clerical reduction services offered in FTB Full-Service. Generic Pre-Intercept letters will be used and no skip tracing takes place. All violator complaints, requests for refunds and payments will be directed to the Client Agency. LES will be entitled to fee of 15% of revenue collected via FTB Liens and a cost recovery fee of \$3.50 per account assigned to the FTB process.

1. Full-Service FTB Liens: LES services include: Combine plates, obtain Social Security #s, skip trace, FTB Pre-Intercept notice on LES letterhead, customer call center service for violator calls, lockbox payment processing, file liens, handle disputes and refunds, and payment tracking. ICMS will distribute funds received from FTB using LES collection tracking data. Client Agency receives the agreed upon fee:

- a. 100% where agency has enacted an add-on fee except where an account is not paid-in-full in which case the collection fee is paid from revenue received.
- b. No add-on fee: The amount collected less LES' agreed upon fee.

2. Comprehensive Secondary Collection Services:

- c. FTB Liens: For full service collection clients, the collection fee for FTB liens is 35% of revenue collected.
- d. DMV Holds: ICMS client agencies have the option to include DMV Liens as part of the collection process scope of services. LES will pay for all DMV Lien fees for Full Secondary Collection Service clients.

/////

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Law Enforcement

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO RENEW THE CONTRACT AND ISSUE A PURCHASE ORDER TO THE CITY OF INGLEWOOD FOR DATA PROCESSING SERVICES RELATING TO THE PARKING CITATION PROGRAM

Carl Houston
DEPARTMENT MANAGER’S SIGNATURE

12/11/2012 11:58:21 AM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

12/13/2012 12:23:20 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

12/13/2012 2:36:24 PM
DATE

G. Harold Duffey
CITY MANAGER

12/13/2012 11:43:46 AM
DATE

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

December 18, 2012

TO: MAYOR AND COUNCIL MEMBERS

**FROM: RENE FERRELL, GRANTS MANAGER
CITY MANAGER'S OFFICE**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COMPTON APPROVING THE APPLICATION FOR COMPETITIVE
ANTI-GRAFFITI GRANT FUNDS FROM THE LOS ANGELES COUNTY
REGIONAL PARK AND OPEN SPACE DISTRICT FOR SECOND
SUPERVISORIAL DISTRICT EXCESS FUNDING FOR THE CITY OF
COMPTON GRAFFITI ABATEMENT PROGRAM**

SUMMARY

This resolution authorizes the City Manager to apply on the City's behalf for the Competitive Anti-Graffiti Grant from the Los Angeles County Regional Park and Open Space District for Second Supervisorial District Excess Funding.

BACKGROUND

In partnership with the Regional Park and Open Space District, Supervisor Mark Ridley-Thomas announced the availability of funding for a Competitive Anti-Graffiti Grant Program in the Second Supervisorial District. The program offers funding to eligible government agencies and nonprofit organizations as part of an effort to promote artistic skill development, reduce the occurrence of graffiti, minimize the visual appearance of graffiti, help youth to utilize their artist talents for position expression and instill a sense of neighborhood pride. Eligible projects include murals in permanent paint, permanent mixed media exterior wall art, landscaping, decorative fencing and/or lighting, or creative treatments to discourage graffiti.

STATEMENT OF ISSUE

The City of Compton's application request of \$250,000 proposes decorative fencing with lighting and both artificial and natural landscaping in high graffiti areas. As a part of the application for these proposed activities, the City is required to include an approved resolution by the governing body.

#6.

ALTERNATIVE

There is no alternative available for this application. The City must provide an approved resolution as a part of the application process.

FISCAL IMPACT

This resolution will have no impact on the General Fund.

RECOMMENDATIONS

Staff recommends that the Mayor and Council Members authorize the City Manager to apply for the Competitive Anti-Graffiti Grant from the Los Angeles County Regional Park and Open Space District for Second Supervisorial District Excess Funding.

**RENEA FERRELL, GRANTS MANAGER
CITY MANAGER'S OFFICE**

APPROVED FOR FORWARDING:

**G. HAROLD DUFFEY
CITY MANAGER**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE APPLICATION FOR COMPETITIVE ANTI-GRAFFITI GRANT FUNDS FROM THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT FOR SECOND SUPERVISORIAL DISTRICT EXCESS FUNDING FOR THE CITY OF COMPTON GRAFFITI ABATEMENT PROGRAM

WHEREAS, the people of the County of Los Angeles on November 3, 1992, and on November 5, 1996, enacted Los Angeles County Regional Park and Open Space District (2nd District) to administer said funds; and

WHEREAS, the District has set forth the necessary procedures governing application for grant funds under the Propositions; and

WHEREAS, the District's procedures require the City of Compton to certify, by resolution, the approval of the application before submission of said application(s) to the District; and

WHEREAS, said application contains assurances that the City of Compton must comply with; and

WHEREAS, the City of Compton will enter into an Agreement with the District for the District to provide funds for the project.

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

Section 1. That the City Manager, or his/her authorized designee, is authorized to file an application with the Los Angeles County Regional Park and Open Space District for Second Supervisorial District Excess Funds for the proposed project of providing decorative fencing with lighting and both artificial and natural landscaping in high graffiti areas.

Section 2. That City of Compton certificates that it understands the assurances and certifications in the application form.

Section 3. That the City certifies that it has, or will have sufficient funds to operate and maintain the project in perpetuity or will obtain such assurances for the owner of the property before project completion.

Section 4. That the City Manager, or his/her authorized designee, is authorized to conduct all negotiations, and to execute and submit all documents including, but not limited to, applications, agreements, amendments, payment requests and so forth, which may be necessary for the completion of the aforementioned project.

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

RESOLUTION NO. _____
Page 2

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

ADOPTED this _____ day of _____, 2012.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing resolution was adopted by the City Council, signed by the Mayor, and attested to by the City Clerk at a regular meeting thereof held on the ____ day of _____, 2012.

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

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

CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: City Management

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE APPLICATION FOR COMPETITIVE ANTI-GRAFFITI GRANT FUNDS FROM THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT FOR SECOND SUPERVISORIAL DISTRICT EXCESS FUNDING FOR THE CITY OF COMPTON GRAFFITI ABATEMENT PROGRAM

G. Harold Duffey
DEPARTMENT MANAGER’S SIGNATURE

12/12/2012 6:13:33 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

12/13/2012 1:33:03 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

12/13/2012 2:37:48 PM
DATE

G. Harold Duffey
CITY MANAGER

12/13/2012 1:30:45 PM
DATE

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

December 18, 2012

TO: MAYOR AND COUNCIL MEMBERS

**FROM: RENE FERRELL, GRANTS MANAGER
CITY MANAGER'S OFFICE**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COMPTON APPROVING THE APPLICATION FOR COMPETITIVE
TREE-PLANTING GRANT FUNDS FROM THE LOS ANGELES
COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT FOR
SECOND SUPERVISORIAL DISTRICT EXCESS FUNDING FOR THE
CITY OF COMPTON TREE PLANTING**

SUMMARY

This resolution authorizes the City Manager to apply on the City's behalf for the Competitive Tree Planting Grant from the Los Angeles County Regional Park and Open Space District for Second Supervisorial District Excess Funding.

BACKGROUND

In partnership with the Regional Park and Open Space District, Supervisor Mark Ridley-Thomas announced the availability of funding for a Tree Planting Program in the Second Supervisorial District. The program offers funding to communities wishing to add trees to their public urban landscape. Eligible projects include capital improvement tree planting projects within the Second Supervisorial District to plant trees, including fruit trees, in parks, open space and on other public land including parkways in commercial and residential areas.

STATEMENT OF ISSUE

The City of Compton's application request of \$150,000 proposes to plant trees in areas of the City where the urban landscape is sparse. As a part of the application for this proposed activity, the City is required to include an approved resolution by the governing body.

#7.

ALTERNATIVE

There is no alternative available for this application. The City must provide an approved resolution as a part of the application process.

FISCAL IMPACT

This resolution will have no impact on the General Fund.

RECOMMENDATIONS

Staff recommends that the Mayor and Council Members authorize the City Manager to apply for the Competitive Tree Planting Grant from the Los Angeles County Regional Park and Open Space District for Second Supervisorial District Excess Funding.

**RENEA FERRELL, GRANTS MANAGER
CITY MANAGER'S OFFICE**

APPROVED FOR FORWARDING:

**G. HAROLD DUFFEY
CITY MANAGER**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE APPLICATION FOR COMPETITIVE TREE-PLANTING GRANT FUNDS FROM THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT FOR SECOND SUPERVISORIAL DISTRICT EXCESS FUNDING FOR THE CITY OF COMPTON TREE PLANTING

WHEREAS, the people of the County of Los Angeles on November 3, 1992, and on November 5, 1996 enacted Los Angeles County Proposition A, Safe Neighborhood Parks, Gang Prevention, Tree-Planting, Senior and Youth Recreation, Beach and Wildlife Protection (the Propositions), which among other uses, provides funds to public agencies and nonprofit organizations in the County for the purpose of acquiring and/or development facilities and open space for public recreation; and

WHEREAS, the Propositions also created the Los Angeles County Regional Park and Open Space District (2nd District) to administer said funds; and

WHEREAS, the District has set forth the necessary procedures governing application for grant funds under the Propositions; and

WHEREAS, the District procedures require the City of Compton to certify, by resolution, the approval of the application before submission of said application (s) to the District; and

WHEREAS, said application contains assurances that the City of Compton must comply with; and

WHEREAS, the City of Compton will enter into an Agreement with the District for the District to provide funds for the project.

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

Section 1. That the City Manager, or his/her authorized designee, is authorized to file an application with the Los Angeles County Regional Park and Open Space District for Second Supervisorial District Excess Funds for the above project.

Section 2. That the City of Compton certifies that it understands the assurances and certification in the application form.

Section 3. That the City certifies that it has, or will have sufficient funds to operate and maintain the project in perpetuity or will obtain such assurances for the owner of the property before project completion.

Section 4. That the City Manager, or his/her authorized designee, is authorized to conduct all negotiations, and to execute and submit all documents including, but not limited to, applications, agreements, amendments, payment requests and so forth, which may be necessary for the completion of the aforementioned project.

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 _____, 2012

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing resolution was adopted by the City Council, signed by the Mayor, and attested to by the City Clerk at a regular meeting thereof held on the ____ day of _____, 2012.

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

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

CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: City Management

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE APPLICATION FOR COMPETITIVE TREE-PLANTING GRANT FUNDS FROM THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT FOR SECOND SUPERVISORIAL DISTRICT EXCESS FUNDING FOR THE CITY OF COMPTON TREE PLANTING

G. Harold Duffey
DEPARTMENT MANAGER’S SIGNATURE

12/12/2012 6:13:50 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

12/13/2012 1:33:21 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

12/13/2012 2:32:57 PM
DATE

G. Harold Duffey
CITY MANAGER

12/13/2012 1:30:57 PM
DATE

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

DECEMBER 18, 2012

TO: MAYOR AND COUNCIL MEMBERS

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

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING
THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE LOS ANGELES
COUNTY SHERIFF'S DEPARTMENT TO PROVIDE ADDITIONAL DEPUTIES AT THE
GATEWAY TOWNE CENTER DURING THE HOLIDAY SEASON AND ISSUE A
PURCHASE ORDER FOR THE PAYMENT THEREFORE**

SUMMARY

The City Council will consider adopting a resolution authorizing the City Manager to enter into an agreement with the Los Angeles County Sheriff's Department to provide for additional staffing at the Gateway Towne Center during the Thanksgiving and Christmas holiday shopping period.

BACKGROUND

The City of Compton currently contracts with the Los Angeles County Sheriff's Department for police services. The City has also established a police sub-station in the Gateway Towne Center in an effort to deter and prevent criminal activity in that immediate area.

STATEMENT OF THE ISSUE

In anticipation of the holiday shopping season, the managers of Staples, Target, Best Buy, Ross Dress for Less and Home Depot, have estimated that an increase in customers will begin the day after Thanksgiving, Friday, November 23, 2012, through the day before Christmas, December 24, 2012.

All five anchor stores will open for business on November 23, 2012 at 5:00 am, and their closing hours will be extended for additional hours. T.G.I. Fridays will remain open until 2:00 am on weekends and is projected to have an increase in customers due to the holiday shoppers.

Due to the increase in customers, extended business hours, and experience gained from the last few years of providing additional staffing during the holiday shopping season, the additional staffing is needed and will assist in the following manner:

#8.

Staff Report, Holiday Staffing at Gateway December 18, 2012 Page Two

- Assistance with traffic and crowd control issues, thus creating a safe and enjoyable shopping experience.
- Additional patrols of the parking lots will provide a higher visibility of uniform presence, preventing and deterring vehicle burglaries and robberies.

During this holiday period the additional staffing will be deployed four (4) days a week, starting on Thursday and continuing Friday, Saturday and Sunday, during the peak shopping period. The deployment hours will be for ten (10) hours, with the shifts operating from 1:00 pm to 11:00 pm, during the peak hours for shoppers, except on Friday, November 23rd the operating hours will be from 3:00 am to 11:00 pm.

The current assigned staffing level at the Gateway Towne Center is as follows:

- Four (4) Deputies
- Two (2) Security Assistants
(The Security Assistants are assigned to the Sub-Station.)

The additional staffing will be as follows:

- On November 22, 2012, two (2) Sergeants, four (4) Deputies and two (02) Security Assistants, that will cover two (2) shifts beginning at 3:00 am ending at 11:00 pm.
- On November 23, 2012, one (1) Sergeant, four (4) Deputies and one (01) Security Assistant, that will cover the peak shopping times beginning at 1:00 pm ending at 11:00 pm.
- For the remaining peak shopping period, November 24, 2012 – December 24, 2012, two (2) additional deputies and one (01) Security Assistant will be utilized covering the PM shift beginning at 1:00 pm, ending at 11:00 pm.

The five stores and the customers perceive a safe a shopping environment having the Deputies present, which allows the customers to spend more money.

FISCAL IMPACT

The cost for the additional staffing will be approximately forty-eight thousand, seven hundred thirty-five dollars and eighty-nine cents (\$48,735.89), calculated as follows:

Staff Report, Holiday Staffing at Gateway**December 18, 2012****Page Three**

- One (1) Security Assistant, ten (10) hours per shift, for twenty-one (21) shifts. The hourly rate for a Security Assistant is twenty-four dollars and four cents, (\$24.04). The cost for the Security Assistant will be five thousand, one hundred ninety-nine dollars and eighty-five cents (\$5,199.85).
- Two (2) Deputies, 10 hours each per shift (twenty (20) hours per shift) for twenty-three (23) shifts. The hourly rate for a Deputy Sheriff is eighty-five dollars and eighteen cents (\$85.18). The total cost for the Deputies will be forty thousand three hundred fifty-eight dollars and twenty-eight cents, (\$40,358.28).
- One (1) Sergeant, ten (10) hours per shift, for three (3) shifts. The hourly rate for a Sergeant is One hundred two dollars and eighty-four cents, (\$102.84). The cost for the Sergeant will be three thousand, one hundred seventy-seven dollars and seventy-six cents (\$3,177.76).

Funds for this detail are available within the 2012-2013 Fiscal Year budget of the Municipal Law Enforcement Services Department, in Account Number 1061-680-000-4269.

As of December 4, 2012, the balance in this account was \$477,147.18.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution, authorizing the City Manager to hire the additional staffing at the Gateway Towne Center, and issuing a purchase order in the amount not to exceed forty-nine thousand dollars (\$48,735.89).

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

APPROVED FOR FORWARDING:

**G. HAROLD DUFFEY
CITY MANAGER**

#8.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH
THE LOS ANGELES COUNTY SHERIFF’S DEPARTMENT TO PROVIDE ADDITIONAL
DEPUTIES AT THE GATEWAY TOWNE CENTER DURING THE HOLIDAY SEASON
AND ISSUE A PURCHASE ORDER FOR THE PAYMENT THEREFORE

WHEREAS, the City of Compton contracts with the Los Angeles County Sheriff’s Department for police services; and

WHEREAS, the Los Angeles County Sheriff’s Department currently has an existing police sub-station and Deputies assigned to the Gateway Towne Center; and

WHEREAS, the City has determined that during this holiday season, additional patrol Deputies assigned to that immediate area would benefit the shopping center and the patrons of the shopping center; and

WHEREAS, commencing the day after Thanksgiving (November 23, 2012) through Christmas eve (December 24, 2012), that two (2) additional Deputies and one (1) Sergeant be deployed in the Gateway Towne Center; and

WHEREAS, funds not to exceed \$49,000.00, are available in Account No. 1061-680-000-4269.

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

Section 1. That the City Council hereby finds that the deployment of additional Sheriff’s Deputies during the holiday season at the Gateway Towne Center will assist with the overall protection and security of the shopping center and the patrons thereof.

Section 2. That the City Manager is hereby authorized and directed to execute any necessary documents to facilitate the deployment of additional Sheriff’s Deputies, upon the advice and consent of the City Attorney.

Section 3. That a purchase order is authorized to be issued to the Los Angeles County Sheriff’s Department in the amount of \$48,735.89.

Section 4. That funds are available in Account No. 1061-680-000-4269.

Section 5. That a certified copy of this resolution shall be filed in the offices of the City Manager, City Attorney, City Controller, City Clerk, Municipal Law Enforcement Services, and the Los Angeles County Sheriff’s Department, Compton Station.

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

ADOPTED this _____ day of _____, 2012.

MAYOR OF THE CITY OF COMPTON

RESOLUTION NO. _____
Page Two

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF COMPTON:)

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor, and attested by the City Clerk at the regular meeting thereof held on the ____day of _____, 2012.

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

AYES: COUNCIL MEMBERS—
NOES: COUNCIL MEMBERS—
ABSENT: COUNCIL MEMBERS—

CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Law Enforcement

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT TO PROVIDE ADDITIONAL DEPUTIES AT THE GATEWAY TOWNE CENTER DURING THE HOLIDAY SEASON AND ISSUE A PURCHASE ORDER FOR THE PAYMENT THEREFORE

Carl Houston
DEPARTMENT MANAGER'S SIGNATURE

11/29/2012 7:01:10 AM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

12/12/2012 7:14:16 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

12/13/2012 10:31:26 AM
DATE

G. Harold Duffey
CITY MANAGER

12/12/2012 6:12:50 PM
DATE

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

December 18, 2012

TO: MAYOR AND COUNCIL MEMBERS

FROM: TERRANCE DAVIS, ASSISTANT CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AMENDMENTS TO THE POSITION CLASSIFICATION PLAN BY ADOPTING CLASSIFICATION SPECIFICATIONS FOR THE POSITIONS OF DIRECTOR OF PUBLIC WORKS AND MUNICIPAL UTILITIES AND DEPUTY DIRECTOR OF PUBLIC WORKS AND MUNICIPAL UTILITIES AND AMENDING THE SALARIES FOR SAID POSITIONS AND AUTHORIZING THE CITY MANAGER TO APPROPRIATE FUNDS AND ISSUE A BUDGET AMENDMENT FOR THE RELATED FISCAL YEAR 2012-2013 SALARY EXPENDITURES

SUMMARY

The City Council will consider a resolution adopting classification specifications for Director of Public Works and Municipal Utilities and Deputy Director of Public Works and Municipal Utilities, amending the salaries for said positions, and authorizing the City Manager to appropriate funds and issue a budget amendment for the associated changes in Fiscal Year 2012-2013 salary expenditures.

BACKGROUND

On November 20, 2012, the City Council adopted Ordinance No. 2,235, which consolidated the City's Departments of Public Works and the Municipal Water Department and created the Department of Public Works and Municipal Utilities to provide more integrated and efficient management of the engineering design, construction and maintenance of the City's critical infrastructure.

It is anticipated that consolidation of these departments will result in savings from improved management and operation by elimination of overlapping functions, such as more effective allocation of administrative resources by combining of functions like contract management, budget development, planning, customer service and cost leverage in project bidding processes and contract letting on a larger scale.

STATEMENT OF ISSUE

The City Manager has reviewed the classification specifications for Director of Public Works/City Engineer and Water Department General Manager. Based upon this review, he recommends that in order to serve the City's best needs for

#9.

Staff Report – Resolution Adopting Director and Deputy
Director Classification Specifications and Amending the
2012-2013 Fiscal Year Budget
December 18, 2012, page 2

Public Works and Water Departments that these departments should be bridged into one department based upon commonality of such functions as engineering, street, sewer, trash and water.

Pursuant to the Compton City Charter, Sections 1010 and 1103, the Personnel Board reviewed and approved the proposed amendments to the Position Classification Plan at a public hearing that was held on September 20, 2012.

The City has also met with the AFSCME, Compton Management Employees' Association, Local #2325, on September 10, 2012 and the Union has agreed with the classification specifications changes.

Attached are copies of the proposed classification specifications for these positions for review. Proposed revised changes for these classification specifications include:

- (1) Changing the job title from Director of Public Works/City Engineer to Director of Public Works and Municipal Utilities, along with adding those related job functions.
- (2) Changing the job title from Water Department, General Manager to Deputy Director of Public Works and Municipal Utilities, along with adding those related job functions.

The salary range for Director of Public Works and Municipal Utilities shall be amended as follows:

<u>From:</u>	Salary Range 208	\$10,065.00 - \$11,804.00 monthly \$120,780.00 - \$141,648.00 annually
<u>To:</u>	Salary Range 224	\$11,804.00 - \$13,841.00 monthly \$141,648.00 - \$166,092.00 annually

The salary range for Deputy Director of Public Works and Municipal Utilities shall be amended as follows:

<u>From:</u>	Salary Range 178	\$7,467.00 - \$8,755.00 monthly \$89,604.00 - \$105,060.00 annually
<u>To:</u>	Salary Range 193	\$8,668.00 - \$10,166.00 monthly \$104,016.00 - \$121,992.00 annually

ALTERNATIVE

The City Council has already approved consolidation of the Departments of Public Works and Municipal Water into the Department of Public Works and Municipal Utilities. The consolidation shall become effective on December 20, 2012, thus it is necessary that the Council adopt this resolution to complete the consolidation process and move forward with recruitment for the positions. If City Council does not adopt this resolution, the City Manager will not be able to move forward with his plan to restructure and consolidate City departments.

FINANCIAL IMPACT

The increase in salary costs for the Public Works and Water Departments' Fiscal Year 2012-2013 budgets will be mitigated with salary savings from vacant positions, which are exclusive of positions identified as projected budget shortfall offsets in the adopted Fiscal Year 2012-2013 budget.

Budget amendments are necessary to adjust salary and fringe benefit allocations for the proposed positions and will be achieved through the following transactions:

Increase:

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
1900-710-000-4190	Workers Compensation	\$262.77
1900-710-000-4192	PERS	\$1,264.98
1900-710-000-4193	PERS Pick Up	\$488.88
1900-710-000-4101	Permanent Salaries	\$6,111.00
5000-900-000-4190	Workers Compensation	\$1071.29
5000-900-000-4191	Health Insurance	\$2,719.15
5000-900-000-4192	PERS	\$5,157.16
5000-900-000-4193	PERS Pick Up	\$1,996.73
5000-900-000-4194	Life Insurance	\$62.73
5000-900-000-4195	Dental Insurance	\$ 89.39
5000-900-000-4197	Unemployment Insurance	\$ 50.40
5000-900-000-4198	State Disability Insurance	\$145.65
5000-900-000-4101	Permanent Salaries	\$24,913.80
5000-870-000-4190	Workers Compensation	\$182.02
5000-870-000-4192	PERS	\$876.23
5000-870-000-4193	PERS Pick Up	\$338.64
5000-870-000-4101	Permanent Salaries	\$4,233.00

#9.

Staff Report – Resolution Adopting Director and Deputy
Director Classification Specifications and Amending the
2012-2013 Fiscal Year Budget
December 18, 2012, page 4

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
2502-710-000-4190	Workers Compensation	\$105.11
2502-710-000-4192	PERS	\$505.99
2502-710-000-4193	PERS Pick Up	\$195.55
2502-710-000-4101	Permanent Salaries	\$2,444.40
5117-710-000-4190	Workers Compensation	\$262.77
5117-710-000-4192	PERS	\$1,264.98
5117-710-000-4193	PERS Pick Up	\$488.88
5117-710-000-4101	Permanent Salaries	\$6,111.00
5003-710-000-4190	Workers Compensation	\$2,278.20
5003-710-000-4192	PERS	\$880.46
5003-710-000-4193	PERS Pick Up	\$473.25
5003-710-000-4101	Permanent Salaries	\$11,005.80
5100-850-000-4190	Workers Compensation	\$72.81
5100-850-000-4192	PERS	\$350.49
5100-850-000-4193	PERS Pick Up	\$135.46
5100-850-000-4101	Permanent Salaries	\$1,693.20
1518-710-000-4190	Workers Compensation	\$262.77
1518-710-000-4192	PERS	\$1264.98
1518-710-000-4193	PERS Pick Up	\$488.88
1518-710-000-4101	Permanent Salaries	\$6,111.00
Total		\$86,359.80

The budget transactions detailed above will result in an increase of \$86,359.80 to Non-General Fund accounts.

Decrease:

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
1001-710-000-4190	Workers Compensation	\$913.63
1001-710-000-4191	Health Insurance	\$2,719.15
1001-710-000-4192	PERS	\$4,398.17
1001-710-000-4193	PERS Pick Up	\$1,703.40
1001-710-000-4194	Life Insurance	\$ 62.73
1001-710-000-4195	Dental Insurance	\$ 89.39
1001-710-000-4197	Unemployment Insurance	\$ 50.40
1001-710-000-4198	State Disability Insurance	\$145.65
1001-710-000-4101	Permanent Salaries	\$21,247.20
Total		\$31,329.72

The transactions detailed above will result in a decrease of \$31,329.72 to the General Fund. The total net salary cost difference between the current and proposed positions is \$55,030.08.

RECOMMENDATION

It is recommended that the City Council adopts the attached resolution to approve the proposed classification specifications for Director of Public Works and Municipal Utilities and Deputy Director of Public Works and Municipal Utilities.

It is also recommended that the City Council adopt this resolution to approve the requested salary amendments for Director of Public Works and Municipal Utilities and Deputy Director of Public Works and Municipal Utilities and the necessary Fiscal Year 2012-13 budget amendments to fund the new position salaries.

**TERRANCE DAVIS
ASSISTANT CITY MANAGER**

APPROVED FOR FORWARDING:

**G. HAROLD DUFFEY
CITY MANAGER**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AMENDMENTS TO THE POSITION CLASSIFICATION PLAN BY ADOPTING CLASSIFICATION SPECIFICATIONS FOR THE POSITIONS OF DIRECTOR OF PUBLIC WORKS AND MUNICIPAL UTILITIES AND DEPUTY DIRECTOR OF PUBLIC WORKS AND MUNICIPAL UTILITIES AND AMENDING THE SALARIES FOR SAID POSITIONS AND AUTHORIZING THE CITY MANAGER TO APPROPRIATE FUNDS AND ISSUE A BUDGET AMENDMENT FOR THE RELATED FISCAL YEAR 2012-2013 SALARY EXPENDITURES

WHEREAS, the City Manager authorized a review of the Position Classification Plan for the Director of Public Works/City Engineer and Water Department General Manager classifications; and

WHEREAS, based upon his review, he recommends that in order to serve the City’s best needs for Public Works and Water Departments that these departments should be bridged into one department based upon commonality of such functions as engineering, street, sewer, trash and water; and

WHEREAS, the City has also met with the AFSCME, Compton Management Employees’ Association, Local #2325, on September 10, 2012 and the Union has agreed with the classification specification changes; and

WHEREAS, the Personnel Board of the City of Compton, pursuant to the provisions of Sections 1010 and 1103 of the Compton City Charter did, on September 20, 2012, conduct a public hearing relative to proposed amendments to the Position Classification Plan, as proposed by the City Manager; and

WHEREAS, following the close of the aforementioned public hearing, the Personnel Board did vote to recommend to the City Council the adoption of the proposed amendments to the Position Classification Plan; and

WHEREAS, in order to accomplish this the goal of amending the classification, it is necessary to amend the departments of Public Works and Water Fiscal Year 2012-2013 Budget.

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

Section 1. That the proposed classification specifications from Director of Public Works/City Engineer to Director of Public Works and Municipal Utilities are hereby approved and added to the Position Classification Plan of the City of Compton.

Section 2. That the proposed classification specifications from Water Department General Manager to Deputy Director of Public Works and Municipal Utilities are hereby approved and added to the Position Classification Plan of the City of Compton.

Section 3. That the salary range for Director of Public Works and Municipal Utilities shall be amended as follows:

<u>From:</u>	Salary Range 208	\$10,065.00 - \$11,804.00 monthly \$120,780.00 - \$141,648.00 annually
<u>To:</u>	Salary Range 224	\$11,804.00 - \$13,841.00 monthly \$141,648.00 - \$166,092.00 annually

Section 4. That the salary range for Deputy Director of Public Works and Municipal Utilities shall be amended as follows:

<u>From:</u>	Salary Range 178	\$7,467.00 - \$8,755.00 monthly \$89,604.00 - \$105,060.00 annually
<u>To:</u>	Salary Range 193	\$8,668.00 - \$10,166.00 monthly \$104,016.00 - \$121,992.00 annually

Section 5. That the departments of Public Works and Water Fiscal Year 2012-2013 budgets shall be amended as follows:

Increase:

Account Number	Description	Amount
1900-710-000-4190	Workers Compensation	\$262.77
1900-710-000-4192	PERS	\$1,264.98
1900-710-000-4193	PERS Pick Up	\$488.88
1900-710-000-4101	Permanent Salaries	\$6,111.00
5000-900-000-4190	Workers Compensation	\$1071.29
5000-900-000-4191	Health Insurance	\$2,719.15
5000-900-000-4192	PERS	\$5,157.16
5000-900-000-4193	PERS Pick Up	\$1,996.73
5000-900-000-4194	Life Insurance	\$62.73
5000-900-000-4195	Dental Insurance	\$ 89.39
5000-900-000-4197	Unemployment Insurance	\$ 50.40
5000-900-000-4198	State Disability Insurance	\$145.65
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2502-710-000-4192	PERS	\$505.99
2502-710-000-4193	PERS Pick Up	\$195.55
2502-710-000-4101	Permanent Salaries	\$2,444.40
5117-710-000-4190	Workers Compensation	\$262.77
5117-710-000-4192	PERS	\$1,264.98
5117-710-000-4193	PERS Pick Up	\$488.88
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5003-710-000-4190	Workers Compensation	\$2,278.20
5003-710-000-4192	PERS	\$880.46
5003-710-000-4193	PERS Pick Up	\$473.25
5003-710-000-4101	Permanent Salaries	\$11,005.80
5100-850-000-4190	Workers Compensation	\$72.81
5100-850-000-4192	PERS	\$350.49
5100-850-000-4193	PERS Pick Up	\$135.46
5100-850-000-4101	Permanent Salaries	\$1,693.20

Account Number	Description	Amount
1518-710-000-4190	Workers Compensation	\$262.77
1518-710-000-4192	PERS	\$1264.98
1518-710-000-4193	PERS Pick Up	\$488.88
1518-710-000-4101	Permanent Salaries	\$6,111.00
Total		<u>\$86,359.80</u>

The budget transactions detailed above will result in an increase of \$86,359.80 to Non-General Fund accounts.

Decrease:

Account Number	Description	Amount
1001-710-000-4190	Workers Compensation	\$913.63
1001-710-000-4191	Health Insurance	\$2,719.15
1001-710-000-4192	PERS	\$4,398.17
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1001-710-000-4197	Unemployment Insurance	\$ 50.40
1001-710-000-4198	State Disability Insurance	\$145.65
1001-710-000-4101	Permanent Salaries	\$21,247.20
Total		<u>\$31,329.72</u>

The transactions detailed above will result in a decrease of \$31,329.72 to the General Fund. The total net salary cost difference between the current and proposed positions is \$55,030.08

Section 6. That a duly certified copy of this Resolution shall be delivered to the offices of the City Manager, City Controller and Human Resources.

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

ADOPTED this _____ day of _____, 2012.

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

RESOLUTION NO. _____
Page 4

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 _____, 2012.

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



City of Compton		
DIRECTOR OF PUBLIC WORKS AND MUNICIPAL UTILITIES		
Department: Public Works and Municipal Utilities	Class Code:	5119
Revised Date: August 27, 2012	FLSA Status:	Exempt
Personnel Board Approved: 09/20/13	Bargaining Unit: AFSCME 2325	
Council Approved: 07/20/10 <i>Resolution No. 23,161</i>		

GENERAL PURPOSE: Under administrative direction, plans, organizes, directs and administers the activities and operations of the Public Works/ and Municipal Utilities Department including oversight of the City's capital improvement program; planning, designing, constructing and maintaining public streets, **water transmission and distribution systems**, and City open spaces; utilities including sewer and storm drains; traffic engineering; **water operations and customer service**; coordinates assigned activities with other City departments and outside agencies; and performs other related duties.

SUPERVISION RECEIVED/EXERCISED: An incumbent of this class is a department head under the administrative direction of the City Manager, with responsibility for policy development, program planning, fiscal management, administration, and operational direction of the City's Public Works and Municipal Utilities Department. The incumbent is responsible for accomplishing department objectives and goals within guidelines established by the City Manager and City Council, and exercises supervision over subordinate managerial, supervisory, professional, technical, labor and trades and clerical support personnel.

PRIMARY DUTIES AND RESPONSIBILITIES:

The following essential functions are those that are critical, integral, necessary, crucial, primary and fundamental to the job. Incumbents who possess the requisite skill, experience, education, and other job-related requirements of a position are expected to perform the essential functions of the job with or without a reasonable accommodation.

*The following duties **ARE NOT** intended to serve as a comprehensive list of all duties performed by all employees in this classification, only a representative summary of the primary duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.*

- Assumes full management responsibility for all Public Works **and Municipal Utilities** Department personnel and activities including planning, designing, constructing and maintaining public streets and parks and City open spaces; utilities including sewer and stormwater drains, **utility maintenance, operations and customer service, water transmission and distribution systems; and emergency repairs**; traffic; oversight of the City's capital improvement program, controlling work and activity in City rights-of-way, and maintaining public works records.
- Manages the development and implementation of the Public Works **and Municipal Utilities** Department goals, objectives, policies and priorities for each assigned service area; establishes appropriate service and staffing levels within City policy; allocates resources accordingly.
- Continuously monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; assesses and monitors work load, administrative and support systems, and internal reporting relationships; identifies opportunities for improvement and directs the implementation of changes.
- Plans, organizes and directs the scheduling of capital improvement projects, including design and inspection of contractors' work to ensure compliance with specifications.
- Coordinates the development and administration of specifications and contracts for capital improvement projects; reviews and approves the analysis of bids, recommends approval and develops procedures to monitor contract compliance.
- Inspects field work, ongoing projects, contractor's work, well fields and reservoirs.**

#9. City of Compton

Director of Public Works and Municipal Utilities

PRIMARY DUTIES AND RESPONSIBILITIES (Continued):

- **Oversees the development and implementation of long range maintenance and preventative maintenance schedules for water transmission and distribution facilities, and infrastructure.**
- Represents the Department to other City departments, elected officials and outside agencies; explains and interprets departmental programs, policies and activities; investigates and resolves sensitive, significant, and controversial issues.
- Plans, develops and presents the departmental budget, monitors expenditures; develops and implements long term plans, goals and objectives focused on supporting the City's mission and City Council's objectives.
- Provides leadership and works with supervisors to develop and retain highly competent staff through selection, compensation, training and management practices that support the City's mission and values.
- Prepares, reviews and approves the formal performance evaluation of department staff, and coaches staff for improvement and development; initiates disciplinary action up to and including dismissal as required to correct behavior.
- Provides staff assistance to the City Manager and City Council; prepares and presents staff reports and other necessary correspondence; prepares and presents oral and written reports to the City Council, City Manager and other groups.
- Composes, reviews, edits and approves all reports including requests for Council action and weekly or monthly reports of departmental activity.
- Attends various civic events as City representative; participates on a variety of boards and commissions; attends and participates in professional group meetings; stays abreast of new trends and innovations in the field of civil engineering and public works.
- Performs related duties and responsibilities as assigned.

MINIMUM QUALIFICATIONS:

Education and Experience:

Possession of a Bachelor's degree from an accredited college or university in Civil Engineering or a related field; AND ten (10) years progressively responsible engineering and public works management experience including five (5) years supervisory/managerial experience. **Three (3) years of progressively responsible experience in the water distribution engineering and construction field** is highly desirable and; OR an equivalent combination of training and experience.

Required Licenses or Certifications:

- Must possess or the ability to obtain a valid California Class C Driver's License within three (3) months of appointment.
- Possession of Registration as a Professional Civil Engineer (P.E.) in the State of California.

Required Knowledge of:

- City organization, operations, policies and procedures.
- Principles and practices of civil engineering.
- Principles and practices of construction, maintenance, repair and safety practices.
- State and federal construction administration codes and regulations, Cal OSHA regulations and Davis-Bacon regulations.
- City Code, City Ordinances, Standard Operating Manual, personnel policies and procedures, and applicable Memoranda of Understanding.
- Project and contract management and cost estimation.

- Organizational and management practices applicable to the analysis and evaluation of programs, policies and operational needs.
- Principles and practices of organization, administration and personnel management.
- Principles and practices of budget preparation and administration.

Required Skill in:

- Establishing and maintaining effective working relationships with staff, City departments, elected officials, regulatory agencies, contractors, community groups, local businesses, and the general public.
- Developing and administering budgets and monitoring expenditures.
- Supervising, leading, and delegating tasks and authority.
- Operating a personal computer utilizing standard and specialized software.
- Establishing and maintaining effective working relationships with co-workers and the public.
- Effective verbal and written communication.

Physical Demands / Work Environment:

- Work is primarily performed in a standard office environment.
- Work may be performed outdoors with time spent in moderate to high temperatures (above 90 degrees).
- Work requires light lifting, carrying, driving and on occasion climbing (up to 4 feet).
- Moderate finger dexterity and near vision is required.

Work may involve exposure to wet surfaces, occasional loud noise and dust.



City of Compton

DEPUTY DIRECTOR OF PUBLIC WORKS AND MUNICIPAL UTILITIES

Department: Public Works and Municipal Utilities	Class Code:	5117
Revised Date: August 27, 2012	FLSA Status:	Exempt
Personnel Board Approved: 09/20/12	Bargaining Unit: AFSCME 2325	
Council Approved: 07/20/10 <i>Resolution No. 23,161</i>		

GENERAL PURPOSE: Under administrative direction of the Director of Public Works and Municipal Utilities, plans, organizes, directs and administers the activities and operations of the Public Works and Municipal Utilities Department including planning, designing, constructing and maintaining public streets and City open spaces; water operations and customer service; planning and designing, constructing and maintaining water transmission and distribution systems; plans, organizes, schedules, reviews, directs and supervises the operation, construction, maintenance and repair of water production, water treatment, utilities including sewer and storm drains, distribution system and appurtenances; coordinates assigned activities with other City departments and outside agencies; and performs other related duties.

SUPERVISION RECEIVED/EXERCISED: Works under the administrative direction of the Director of Public Works and Municipal Utilities, serves as Acting Public Works and Municipal Utilities Director in his/her absence, and exercises supervision over subordinate supervisory, technical, labor and trades and clerical support personnel.

PRIMARY DUTIES AND RESPONSIBILITIES:

The following essential functions are those that are critical, integral, necessary, crucial, primary and fundamental to the job. Incumbents who possess the requisite skill, experience, education, and other job-related requirements of a position are expected to perform the essential functions of the job with or without a reasonable accommodation.

*The following duties **ARE NOT** intended to serve as a comprehensive list of all duties performed by all employees in this classification, only a representative summary of the primary duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.*

- Assumes command of the department in the absence of the Director for all Public Works and Municipal Utilities Department personnel and activities including planning, designing, constructing and maintaining public streets and City open spaces; utilities including sewer and storm drains, controlling work and activity in City rights-of-way, and maintaining public works records.
- Assists with the development and implementation of the Public Works and Municipal Utilities Department goals, objectives, policies and priorities for each assigned service area; establishes appropriate service and staffing levels within City policy; allocates resources accordingly.
- Assumes full management responsibility for all water and utilities personnel and activities including planning, designing, constructing and maintaining water utility maintenance, operations and customer service, capital improvement programs; planning, designing, constructing and maintaining water transmission and distribution systems; and emergency repairs.
- Manages the development and implementation of the Department's goals, objectives, policies and priorities for each assigned service area; establishes appropriate service and staffing levels within City policy; allocates resources accordingly.
- Develops and implements long range maintenance and preventative maintenance schedules for water transmission and distribution facilities, infrastructure.
- Inspects field work, ongoing projects, contractor's work, well fields and reservoirs.

#9. City of Compton

Director of Public Works and Municipal Utilities

PRIMARY DUTIES AND RESPONSIBILITIES (Continued):

- Continuously monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; assesses and monitors work load, administrative and support systems, and internal reporting relationships; identifies opportunities for improvement and directs the implementation of changes.
- Assists with the selection, training, motivation and evaluation of Department personnel, provides or coordinates staff training; works with employees to correct deficiencies; implements discipline and termination procedures.
- Participates in the development and administration of the Department budget; forecasts funds needed for staffing, equipment, materials, and supplies; assists with monitoring and approval of expenditures; prepares and presents needed budgetary adjustments to the Director as necessary.
- Provides staff assistance to the Director; prepares and presents staff reports and other necessary correspondence; prepares and presents oral and written reports to the City Council, City Manager and other groups.
- Coordinates department activities with those other departments, outside agencies and organizations; provides technical assistance as necessary.
- Composes, reviews, edits and approves all reports including requests for Council action and weekly or monthly reports of departmental activity.
- When called upon, attends various civic events as City representative; participates on a variety of boards and commissions; attends and participates in professional group meetings; stays abreast of new trends and innovations in the field of civil engineering and public works.
- Performs related duties and responsibilities as assigned.

MINIMUM QUALIFICATIONS:

Education and Experience: Possession of a Bachelor's degree from an accredited college or university in Civil Engineering or a related field; AND seven (7) years progressively responsible experience in engineering and water distribution engineering and construction field, including five (5) years supervisory/managerial experience involving supervision of the design, construction, maintenance or operation of a variety of public works activities; OR an equivalent combination of education and experience.

Required Licenses or Certifications:

- Must possess or the ability to obtain a valid California Class C Driver's License within three (3) months of appointment.
- Possession of a Water Distribution Grade IV Certification in the State of California at the time of appointment.

Required Knowledge of:

- City organization, operations, policies and procedures
- Engineering principles pertaining to planning, design, construction, and maintenance of water and sewer systems
- State, Federal, and local laws and regulations pertaining to water and wastewater processes; environmental issues associated with water treatment, water distribution and safety
- Principles and practices of sewage collection and water distribution systems
- Methods, materials, techniques, and equipment used in the construction, operation, and maintenance of sewage and water distribution systems
- Recent developments, current literature, and sources of information regarding sewer and water distribution, maintenance, and operations
- Principles and practices of organization, administration, budget, and personnel management
- Principles and practices of construction, maintenance, repair and safety practices. State and federal construction administration codes and regulations, Cal OSHA regulations and Davis-Bacon regulations

- City Code, City Ordinances, Standard Operating Manual, personnel policies and procedures, and applicable Memoranda of Understanding
- Project and contract management and cost estimation
- Organizational and management practices applicable to the analysis and evaluation of programs, policies and operational needs
- Principles and practices of organization, administration and personnel management
- Utility economics and financing
- Principles and practices of budget preparation and administration

Required Skill in:

- Establishing and maintaining effective working relationships with staff, City departments, elected officials, regulatory agencies, contractors, community groups, local businesses, and the general public.
- Understanding and negotiating complex technical agreements with other agencies.
- Developing and administering budgets and monitoring expenditures.
- Supervising, leading, and delegating tasks and authority.
- Operating a personal computer utilizing standard and specialized software.
- Establishing and maintaining effective working relationships with co-workers and the public.
- Effective verbal and written communication.

Physical Demands / Work Environment:

- Work is primarily performed in a standard office environment.
- Work may be performed outdoors with time spent in moderate to high temperatures (above 90 degrees).
- Work requires light lifting, carrying, driving and on occasion climbing (up to 4 feet).
- Moderate finger dexterity and near vision is required.
- Work may involve exposure to moving traffic in the field at construction sites, heavy motorized equipment, wet surfaces, occasional loud noise and dust.

NEIGHBORING CITIES

AGENCY	POPULATION	Public Works Director/City Engineer
Bellflower	76,616	\$ 135,480.00
Carson	91,714	\$ 165,156.00
Cerritos	49,041	\$ 152,880.00
Downey	111,772	\$ 111,964.00
Hawthorne	84,293	\$ 164,000.00
Inglewood	109,673	\$ 139,920.00
Lakewood	80,048	\$ 174,696.00
Long Beach	462,257	\$ 216,852.00
Lynwood	69,772	\$ 153,624.00
Norwalk	105,549	\$ 129,828.00
South Gate	94,396	\$ 153,048.00
Torrance	145,438	\$ 216,008.00
AVERAGE		\$ 159,454.67
COMPTON	96,455	\$ 141,648.00
% DIFFERENCE		-11.2%

NEIGHBORING CITIES SALARIES BY CITY POPULATIONS

AGENCY	POPULATION	Public Works Director/City Engineer
Bellflower		
Carson	91,714	\$ 165,156.00
Cerritos		-
Downey	111,772	\$ 111,964.00
Hawthorne	84,293	\$ 164,000.00
Inglewood	109,673	\$ 139,920.00
Lakewood	80,048	\$ 174,696.00
Long Beach	462,257	\$ -
Lynwood		
Norwalk	105,549	\$ 129,828.00
South Gate	94,396	\$ 153,048.00
Torrance	145,438	\$ -
AVERAGE		\$ 148,373.14
COMPTON	96,455	\$ 141,648.00
% DIFFERENCE		-4.53%

NEIGHBORING CITIES MINUS HIGHEST & LOWEST SALARIES

AGENCY	POPULATION	Public Works Director/City Engineer
Bellflower	76,616	\$ 135,480.00
Carson	91,714	\$ 165,156.00
Cerritos	49,041	\$ 152,880.00
Downey	111,772	\$ -
Hawthorne	84,293	\$ 164,000.00
Inglewood	109,673	\$ 139,920.00
Lakewood	80,048	\$ 174,696.00
Long Beach	462,257	\$ -
Lynwood	69,772	\$ 153,624.00
Norwalk	105,549	\$ 129,828.00
South Gate	94,396	\$ 153,048.00
Torrance	145,438	
AVERAGE		\$ 152,070.22
COMPTON	96,455	\$ 141,648.00
% DIFFERENCE		-6.9%

NEAREST CITIES WITH WATER DEPARTMENTS

AGENCY	POPULATION	Water Department General Manager
Anaheim	336,265	\$ 141,240.00
Beverly Hills	34,109	\$ 110,028.00
Burbank	103,340	\$ 118,903.00
Downey	111,772	\$ 111,964.00
Huntington Beach	189,992	\$ 133,392.00
Lakewood	80,048	\$ 80,472.00
Long Beach	462,257	\$ 117,720.00
Orange	136,416	\$ 132,888.00
Santa Ana	324,528	\$ 146,784.00
AVERAGE		\$ 121,487.89
COMPTON	96,455	\$ 105,060.00
% DIFFERENCE		-13.5%

NEAREST CITIES WITH WATER DEPARTMENTS SALARIES BY CITY POPULATIONS

AGENCY	POPULATION	Water Department General Manager
Anaheim	336,265	\$ -
Beverly Hills	34,109	\$ -
Burbank	103,340	\$ 118,903.00
Downey	111,772	\$ 111,964.00
Huntington Beach	189,992	\$ -
Lakewood	80,048	\$ 80,472.00
Long Beach	462,257	\$ -
Orange	136,416	\$ -
Santa Ana	324,528	\$ -
AVERAGE		\$ 62,267.80
COMPTON	96,455	\$ 105,060.00
% DIFFERENCE		68.72%

NEAREST CITIES WITH WATER DEPARTMENTS MINUS HIGHEST & LOWEST SALARIES

AGENCY	POPULATION	Water Department General Manager
Anaheim	336,265	\$ -
Beverly Hills	34,109	\$ 110,028.00
Burbank	103,340	\$ 118,903.00
Downey	111,772	\$ 111,964.00
Huntington Beach	189,992	\$ 133,392.00
Lakewood	80,048	\$ -
Long Beach	462,257	\$ 117,720.00
Orange	136,416	\$ 132,888.00
Santa Ana	324,528	\$ -
AVERAGE		\$ 120,815.83
COMPTON	96,455	\$ 105,060.00
% DIFFERENCE		-13.0%

#9.

141648
129312
12336
0.087089122

141648
107902
33746
0.23823845

RESOLUTION SIGN-OFF FORM

DEPARTMENT: City Management

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AMENDMENTS TO THE POSITION CLASSIFICATION PLAN BY ADOPTING CLASSIFICATION SPECIFICATIONS FOR THE POSITIONS OF DIRECTOR OF PUBLIC WORKS AND MUNICIPAL UTILITIES AND DEPUTY DIRECTOR OF PUBLIC WORKS AND MUNICIPAL UTILITIES AND AMENDING THE SALARIES FOR SAID POSITIONS AND AUTHORIZING THE CITY MANAGER TO APPROPRIATE FUNDS AND ISSUE A BUDGET AMENDMENT FOR THE RELATED FISCAL YEAR 2012-2013 SALARY EXPENDITURES

<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.

Daily Breeze • Long Beach Press-Telegram
The Beach Reporter • Palos Verdes Peninsula News
 4000 Executive Pkwy, Ste 200, San Ramon, CA 94583-4313
 Advertising Invoice and Statement

Return Service Requested

BILLING DATE	BILLING PERIOD	ACCOUNT NUMBER
05/31/12	5/1/2012-5/31/2012	5007684
TOTAL AMOUNT DUE	TERMS OF PAYMENT	STATEMENT NUMBER
\$ 2,890.94	Due Within 30 Days	0000049320

To pay the balance on this statement by credit card, please call or email your credit representative shown below.

Send payment to:

CITY OF COMPTON/DISTRICT 4 PLANNING
 205 W WILLOWBROOK AVE
 COMPTON, CA 90220

DAILY BREEZE • PRESS-TELEGRAM • THE BEACH
 REPORTER • PALOS VERDES PENINSULA NEWS
 PO BOX 6149
 COVINA, CA 91722

026 50076843 00000493205 0002850945

Daily Breeze • Long Beach Press-Telegram
The Beach Reporter
Palos Verdes Peninsula News

4000 Executive Pkwy, Ste 200, San Ramon, CA 94583-4313

STATEMENT OF ACCOUNT

Send payment to:
 PO BOX 6149
 COVINA, CA 91722

PLEASE DETACH AND RETURN THE UPPER PORTION WITH YOUR PAYMENT

BILLING DATE	BILLING PERIOD	TERMS OF PAYMENT	STATEMENT NUMBER	PAGE
05/31/12	5/1/2012-5/31/2012	Due Within 30 Days	0000049320	1 of 1
ACCOUNT NUMBER	ACCOUNT NAME			
5007684	CITY OF COMPTON/DISTRICT 4 PLANNING			
CREDIT REPRESENTATIVE		SALES REPRESENTATIVE		
Andrea Isom / 925-302-1678 alsom@bayareanewsgroup.com		Karl Hicks / 562-499-1220 karl.hicks@presstelegram.com		

AGING OF PAST DUE AMOUNTS

CURRENT NET AMOUNT	30 DAYS	60 DAYS	OVER 90 DAYS	UNAPPLIED AMOUNT	TOTAL AMOUNT DUE
\$ 376.67	\$ 2,953.33	\$ 0.00	\$ 0.00	(\$439.06)	\$ 2,890.94

DATE	REFERENCE	DESCRIPTION	SIZE/UNITS	RATE	GROSS AMOUNT	NET AMOUNT
04/30/12		Balance Forward				\$2,514.27
05/01/12 - 05/31/12	0010147836	Interactive Advertising; YAHOO CAMPAIGN; Yahoo Long Beach Press-Telegram; Leaderboard - YahooGeoTargeting			\$376.67	\$376.67
Thank you for doing business with us.						
Paid By <i>[Signature]</i> V# 00710340 P.O. # 000554 A/C # 2800510 A114219 A/C # Okay To Pay <i>[Signature]</i>						

#10.

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 Advertising Invoice and Statement

BILLING DATE	BILLING PERIOD	ACCOUNT NUMBER
07/31/12	7/1/2012 - 7/31/2012	5007684
TOTAL AMOUNT DUE	TERMS OF PAYMENT	STATEMENT NUMBER
\$ 2,156.67	Due Within 30 Days	0000062156

Return Service Requested

To pay the balance on this statement by credit card, please call or email your credit representative shown below.

Send payment to:

CITY OF COMPTON/DISTRICT 4 PLANNING
 205 W WILLOWBROOK AVE
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 PO BOX 54880
 LOS ANGELES CA 90054-0880

026 50076843 00000621565 0002156677

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Palos Verdes Peninsula News

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STATEMENT OF ACCOUNT

Send payment to:
 PO BOX 54880
 LOS ANGELES CA 90054-0880

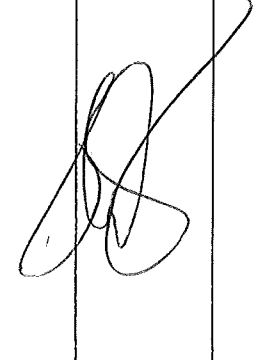
PLEASE DETACH AND RETURN THE UPPER PORTION WITH YOUR PAYMENT

BILLING DATE	BILLING PERIOD	TERMS OF PAYMENT	STATEMENT NUMBER	PAGE
07/31/12	7/1/2012 - 7/31/2012	Due Within 30 Days	0000062156	1 of 1
ACCOUNT NUMBER	ACCOUNT NAME			
5007684	CITY OF COMPTON/DISTRICT 4 PLANNING			

CREDIT REPRESENTATIVE	SALES REPRESENTATIVE
Fillipinas Achacoso fachacoso@bayareanewsgroup.com	Karl Hicks / 562-499-1220 karl.hicks@presstelegram.com

AGING OF PAST DUE AMOUNTS

CURRENT NET AMOUNT	30 DAYS	60 DAYS	OVER 90 DAYS	UNAPPLIED AMOUNT	TOTAL AMOUNT DUE
\$ 1,780.00	\$ 0.00	\$ 376.67	\$ 0.00	\$ 0.00	\$ 2,156.67

DATE	REFERENCE	DESCRIPTION	SIZE/UNITS	RATE	GROSS AMOUNT	NET AMOUNT
06/30/12		Balance Forward				\$376.67
07/01/12	0010191232	ROP Advertising; Long Beach Press-Telegram; Main News-ROP	31.50 ln	\$28.25	\$890.00	\$890.00
07/01/12	0010191512	ROP Advertising; Spanish Version; Long Beach Press-Telegram; Main News-ROP	31.50 ln	\$28.25	\$890.00	\$890.00
Thank you for doing business with us.						
Paid By <i>JW</i> V# 00710340 P.O. # C00554 A/C # 2800510 A114219 A/C # Okay To Pay 						

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Return Service Requested

BILLING DATE	BILLING PERIOD	ACCOUNT NUMBER
09/30/12	9/1/2012 - 9/30/2012	5007684
TOTAL AMOUNT DUE	TERMS OF PAYMENT	STATEMENT NUMBER
\$ 5,306.67	Due Within 30 Days	0000073490

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026 50076843 00000734905 0005306675

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Palos Verdes Peninsula News

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STATEMENT OF ACCOUNT

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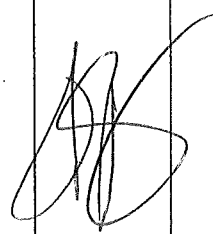
BILLING DATE	BILLING PERIOD	TERMS OF PAYMENT	STATEMENT NUMBER	PAGE
09/30/12	9/1/2012 - 9/30/2012	Due Within 30 Days	0000073490	1 of 1

ACCOUNT NUMBER	ACCOUNT NAME
5007684	CITY OF COMPTON/DISTRICT 4 PLANNING

CREDIT REPRESENTATIVE	SALES REPRESENTATIVE
Susan Lee / 925-302-1672 slee@bayareanewsgroup.com	Karl Hicks / 562-499-1220 karl.hicks@presstelegram.com

AGING OF PAST DUE AMOUNTS

CURRENT NET AMOUNT	30 DAYS	60 DAYS	OVER 90 DAYS	UNAPPLIED AMOUNT	TOTAL AMOUNT DUE
\$ 1,260.00	\$ 1,890.00	\$ 1,780.00	\$ 376.67	\$ 0.00	\$ 5,306.67

DATE	REFERENCE	DESCRIPTION	SIZE/UNITS	RATE	GROSS AMOUNT	NET AMOUNT
08/31/12		Balance Forward				\$4,046.67
09/07/12	0010227790	ROP Advertising; Long Beach Press-Telegram; Main News-ROP	28.00 ln	\$30.71	\$860.00	\$860.00
09/30/12	0010235962	Interactive Advertising; ONLINE CAMPAIGN; Yahoo Long Beach Press-Telegram; Leaderboard - Yahoo			\$400.00	\$400.00
Thank you for doing business with us.						
Paid By <i>SW</i> V# 00710340 P.O. # C00554 A/C # 28005104114219 A/C #						
Okay To Pay 						

#10.

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Return Service Requested

BILLING DATE	BILLING PERIOD	ACCOUNT NUMBER
08/31/12	8/1/2012 - 8/31/2012	5007684
TOTAL AMOUNT DUE	TERMS OF PAYMENT	STATEMENT NUMBER
\$ 4,046.67	Due Within 30 Days	0000067418

To pay the balance on this statement by credit card, please call or email your credit representative shown below.

Send payment to:

CITY OF COMPTON/DISTRICT 4 PLANNING
 205 W WILLOWBROOK AVE
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026 50076843 00000674184 0004046678

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Send payment to:
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BILLING DATE	BILLING PERIOD	TERMS OF PAYMENT	STATEMENT NUMBER	PAGE
08/31/12	8/1/2012 - 8/31/2012	Due Within 30 Days	0000067418	1 of 1

ACCOUNT NUMBER	ACCOUNT NAME
5007684	CITY OF COMPTON/DISTRICT 4 PLANNING

CREDIT REPRESENTATIVE	SALES REPRESENTATIVE
Susan Lee / 925-302-1672 slee@bayareanewsgroup.com	Karl Hicks / 562-499-1220 karl.hicks@presstelegram.com

AGING OF PAST DUE AMOUNTS

CURRENT NET AMOUNT	30 DAYS	60 DAYS	OVER 90 DAYS	UNAPPLIED AMOUNT	TOTAL AMOUNT DUE
\$ 1,890.00	\$ 1,780.00	\$ 0.00	\$ 376.67	\$ 0.00	\$ 4,046.67

DATE	REFERENCE	DESCRIPTION	SIZE/UNITS	RATE	GROSS AMOUNT	NET AMOUNT
07/31/12		Balance Forward				\$2,156.67
08/11/12	0010213197	ROP Advertising; Long Beach Press-Telegram; Main News-ROP	63.00 In	\$30.00	\$1,890.00	\$1,890.00
Thank you for doing business with us.						
Paid By <i>SL</i> V# 00710340 P.O. # 000554 A/C # 2800510 A114219 A/C #						
Okay To Pay						

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