

NOTICE

COMPTON CITY COUNCIL AGENDA Tuesday, January 08, 2013 5:45 PM

HEARING(S)

OPENING

ROLL CALL

INTRODUCTION OF SPECIAL GUESTS

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

CONSENT AGENDA

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

APPROVAL OF MINUTES

1. December 4, 2012
December 11, 2012
December 18, 2012

REPORTS OF OFFICERS AND COMMISSIONS

CITY FIRE DEPARTMENT

2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT AND ACCEPT THE URBAN AREA SECURITY INITIATIVE GRANT (UASI-2011) AND AMENDING THE FIRE DEPARTMENT'S 2012-2013 FISCAL YEAR BUDGET
3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ESTABLISH A PURCHASE ORDER WITH THE HOME DEPOT FOR SUPPLIES NEEDED FOR FIRE STATIONS AND TRAINING

GENERAL SERVICES

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING A LEASE AGREEMENT BETWEEN THE CITY OF COMPTON AND THE COUNTY OF LOS ANGELES (COMMUNITY AND SENIOR SERVICES DEPARTMENT)

PUBLIC WORKS-ENGINEERING

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO EXECUTE A SECOND AMENDMENT WITH MV TRANSPORTATION INC. TO PROVIDE OPERATION AND MAINTENANCE OF THE COMPTON RENAISSANCE TRANSIT SYSTEM
6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO VENDORS LISTED IN "APPENDIX A" FOR THE PROCUREMENT OF STREET MAINTENANCE MATERIALS FOR THE PUBLIC WORKS AND MUNICIPAL UTILITIES DEPARTMENT

RISK MANAGEMENT

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AUTHORIZE PAYMENT OF THE ANNUAL FEES TO THE STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS FOR CONTINUED ADMINISTRATION OF THE CITY'S WORKERS' COMPENSATION SELF-INSURANCE PROGRAM

END CONSENT AGENDA

REGULAR AGENDA

REPORTS OF OFFICERS, BOARDS, COMMISSIONS AND COMMITTEES

CITY MANAGER'S REPORT

8. A REQUEST TO SCHEDULE A PUBLIC HEARING FOR ADOPTION OF AN ORDINANCE AMENDING XII OF THE COMPTON MUNICIPAL CODE BY ADDING SECTION 12-6.2 (FEE FOR COLLECTION OF DELINQUENT PENALTY PAYMENTS (**February 4, 2013 at 5:50 p.m.**))
9. **MINUTE MOTION:** CITY COUNCIL INSTRUCTIONS TO CITY MANAGER REGARDING THE LOS ANGELES COUNTY "CLEAN WATER, CLEAN BEACHES" MEASURE

CITY ATTORNEY'S REPORTS

10. **ORAL REPORT** - Javon A. Payton

UNFINISHED BUSINESS

NEW BUSINESS

11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO SOFTWARE PROGRAM LICENSE AND MAINTENANCE AGREEMENTS WITH CITITECH SYSTEMS, INC. FOR ADDITIONAL SOFTWARE LICENSE AND ANNUAL MAINTENANCE

APPROVAL OF WARRANTS

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: Tuesday, January 15, 2013 @ 5:45 PM.

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DECEMBER 18, 2012

The City Council meeting was called to order at 7:21 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

COMMENDATORY RESOLUTIONS/PRESENTATIONS**CITY OF COMPTON CHRISTMAS RAFFLE (PRESENTATION HELD)**

1. **POWERPOINT PRESENTATION - 9TH ANNUAL VETERAN'S STAND DOWN REVIEW (PRESENTATION HELD)**

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Roland Coleman, Compton Worksource Center, encouraged all veterans to take advantage of the Gold Care program when applying for employment opportunities. Mr. Coleman introduced their new non-custodial parent support program and Friends Outside partners.

Samuel Lewis, Friends Outside and Passport to Success, invited the residents of Compton to take advantage of the Passport to Success employment opportunities program geared towards formerly incarcerated men and women.

Ernest Millendez, Friends Outside and Passport to Success facilitator, encouraged anyone released between today and 180 days ago to contact the Friends Outside program at (310) 762-1101.

Benjamin Holifield, Compton resident, notified the council that a committee was underway to transform the monument at Compton and Willowbrook Avenue into a veteran's memorial. He proposed that there was some sort of conspiracy as to why the City of Compton is not one of the wealthiest cities in the world, due to the amount of tariffs generated from the Alameda corridor. He also suggested that "sagging" be addressed in the local school districts starting with children at a very young age.

Herbert Arceneaux, Compton resident, indicated that there were a lot of noteworthy events occurring in the City of Compton lately, i.e., the Bledsoe's BBQ Food Network television premiere and the Mark Riddley Thomas Christmas Tree Lighting Ceremony at the Martin Luther King, Jr. Emergency Center. He commented on the streets between Rosecrans and Compton Boulevard and asked that something be done to address the parking.

Theon Cooper, marketing supervisor of the Fire Explorer One Ambulance Company, cordially invited the City Council to attend the "Happy Holidays Dinner and Toy Drive" event to be held on Friday, December 21, 2012 from 11 a.m. to 3 p.m. at 1040 East Compton Boulevard. For additional information please call (310) 537-3971.

Bobby Ruffin, Compton resident, complained about his street not being swept since October 2012. He asked the city manager what he would do about it, in addition to the broken pipe at Alondra and McKinley. City Manager Duffey acknowledged Mr. Ruffin's concerns and asked him to call him if his street is not swept by the next business day.

Councilperson Arceneaux notified Mr. Ruffin that his street would be swept tomorrow and that staff would address the broken pipe.

#1.

Elsa Romelli, Compton resident, petitioned the City Council to address the damage to her home and street, as a result of the bus re-routing through East Elm Street between Willowbrook and Tamarind Avenue.

Mayor Perrodin referred Ms. Romelli to Assistant City Manager Davis.

Councilperson Dobson encouraged Ms. Romelli to attend the Metro community meeting in January 2013.

Charles Strickland, Compton resident, encouraged the members of the community to pray that there are no Sheriff-involved shootings during this holiday season; and that the hearts of the Sheriff's pilots that fly helicopters between Compton and Acacia be softened. He commended James Hayes for his efforts to bring about the Compton Christmas parade in addition to his collaborations with the Compton Chamber of Commerce and city manager. Mr. Strickland went on to further praise many members of the City Council and the city attorney for their efforts to move the City forward.

Carolyn Stokes, Compton resident, notified the City Council that nothing has been done to address the parking congestion on her street.

Diana Sanchez, Compton resident and Christmas parade coordinator, commented on the success of the 60th Annual Compton Christmas parade and further commended the following organizations for their assistance and contributions: Top Teens of America, Concerned Citizens of Compton, Fire Department Explorers, Community United for Compton, Explorer One Ambulance Service, schools, the elected officials, the chamber parade committee, city staff, MLES, Compton Fire Department and the Sheriff's Department. She went to wish Lorraine Cervantes a speedy recovery.

Joyce Kelly, Compton resident, asked that the City consider alternating employee furlough days to avoid a complete shutdown. She questioned whether or not the City owned its street sweepers, or leased them for \$300,000. She asked that the contractors who apparently fixed the City's streets after pipes were replaced to be brought back to level them on East Elm Street. She asked the Mayor to explain the affects of the realignment of early release prisoners. She also asked the city attorney how he would address Section 603 of the City Charter which states that at least four council meetings will be held per month.

Barbara Calhoun, Compton resident and former councilperson, mentioned the fun she had as a Christmas parade volunteer.

Lynn Boone, Compton resident, referenced Item Number Three and questioned why the City has a balance of \$7,476 on a \$10,000 agreement. She petitioned the City Council to request a plan for the proposed grant funds under Items Numbers Six and Seven. She also spoke in opposition to Item Numbers Eight and Nine.

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

CONSENT AGENDA

On motion by Arceneaux, seconded by Zurita, 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

2. November 20, 2012
November 27, 2012

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 (**Resolution # 23,666**)

END CONSENT AGENDA

REGULAR AGENDA

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

CITY ATTORNEY'S REPORTS

4. **ORAL PRESENTATION - MEET AND CONFER REQUIREMENTS**
(PRESENTATION MADE)

UNFINISHED BUSINESS- There was no 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

On motion by Arceneaux, seconded by Zurita, **Resolution # 23,667** entitled "**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**" 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 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

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

Mayor Perrodin requested the method used to determine what areas were considered high graffiti areas.

Renee Ferrell, Grants Manager, reported that information was attained from the graffiti abatement program from within the Public Works department.

Mayor Perrodin requested a copy of the graffiti abatement program report.

#1.

On motion by Arceneaux, seconded by Jones, **Resolution # 23,668** entitled "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" 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

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

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

Mayor Perrodin questioned how the City determined the areas of sparse urban landscape.

Renee Ferrell, Grants Manager, reported that she worked with Parks and Recreation and Public Works to get specific locations throughout the City.

Councilperson Arceneaux asked that staff sincerely consider the appropriate type of tree to be planted in each area to avoid raised streets and sidewalks.

Ms. Ferrell mentioned that they were in partnership with the Tree People.

Mayor Perrodin suggested that staff consider planting trees specific to the names of the streets along the major thoroughfares, i.e., peach tree on Peach Street.

On motion by Arceneaux, seconded by Jones, **Resolution # 23,669** entitled "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" 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 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

On motion by Arceneaux, seconded by Jones, **Resolution # 23,670** entitled "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" 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 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

On motion by Arceneaux, seconded by Jones, "**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**" failed, by the following vote on roll call:

AYES: Council Members - Zurita, Arceneaux, Jones

NOES: Council Members - Dobson, Perrodin

ABSENT: Council Members - None

(Four vote requirement.)

APPROVAL OF WARRANTS

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

On motion by Arceneaux, seconded by Jones, warrant number 213074 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

Councilperson Zurita thanked the Longfellow Elementary School choir for helping the City show their support for the Newtown Connecticut community.

Councilperson Zurita reminded the residents of the following City Hall closure dates December 24, 2012 through January 2, 2013.

Councilperson Zurita requested a Christmas parade close-out report during the month of January 2013.

Councilperson Zurita notified the residents that the curb on 134th Street has been painted red.

Councilperson Zurita also stated that she was pleased to announce that the armory near Centennial High School has been demolished by the state of California.

Councilperson Zurita proposed that the monument be restored to its original state and congratulated her mother for receiving the Mother Teresa Award.

#1.

Councilperson Jones mentioned that he had the opportunity to attend the Christmas Tree Lighting Ceremony hosted by Los Angeles Board of Supervisors Mark Riddley Thomas.

Councilperson Jones commended the Compton Chamber of Commerce and city staff for their efforts to organize the Compton Christmas parade.

Councilperson Jones announced the "Year-End Awards Celebration" event hosted by Assemblyman Isadore Hall III to be held on Wednesday, December 19, 2012 at 6:30 p.m. at the Watts Labor Community Action Committee located at 10950 South Central Avenue.

Councilperson Jones invited the residents to attend Assemblyman Steve Bradford and Senator Roderick Wright's "Open House" event hosted to be held on Wednesday, December 19, 2012 at 5 p.m. in the city of Inglewood.

Councilperson Jones announced that the Compton Chamber of Commerce would be hosting their "Annual Christmas Party" on Wednesday, December 20, 2012 at 5 p.m. at 600 North Alameda.

Councilperson Jones thanked his Alpha Phi Alpha fraternity brothers for assisting him during the "Annual Christmas Tree and Toy Giveaway" event. Dr. Jones went on to thank the following individuals and organizations for their efforts to make the event a success: Alpha Phi Alpha, Tyrone Rogers, Explorer One Ambulance Service, California Highway Patrol, Los Angeles County Fire Department, and city employee Dorian D.

Councilperson Jones asked the community to continue to pray for Lorraine Cervantes as she recovers from cancer surgery.

Councilperson Jones added that he is thankful for the work of this council and pleased and privileged to serve with them.

Councilperson Jones asked that the meeting be adjourned in the memory of those who lost their lives in Newtown Connecticut.

Councilperson Dobson thanked Dr. Lestean Johnson and the Compton Chamber of Commerce for taking the lead on the Christmas parade.

Councilperson Dobson went on to thank Mr. Davis for his presentation recognizing the Veterans Stand-down event held during the month of September.

Councilperson Dobson commented on the tragedy that took place in Newtown Connecticut and encouraged everyone to pray for each other.

Councilperson Arceneaux announced the "Los Angeles County Job Fair" event to be held on Monday, January 14, 2013 at the Radisson Los Angeles Airport Hotel at 6225 West Century Boulevard, Los Angeles. Over 500 positions are available at this event. For additional information please go to www.coasttocoastcareersfairs.com.

Councilperson Arceneaux stated that she had the opportunity to attend the Bledsoe's BBQ Food Network taping on Friday, December 14, 2012.

Councilperson Arceneaux notified the members of the Compton community that a taskforce is being created to address illegal cock fighting.

Councilperson Arceneaux assured the residents that the city manager would expeditiously address the City's potholes in the near future.

Councilperson Arceneaux recognized junior basketball guard Isaiah Bailey for scoring 31 points and helping his team defeat Millikan High School 100-73.

Mayor Perrodin thanked everyone that contributed to the success of the Compton Christmas parade.

Mayor Perrodin stated that he had received several phone calls regarding an apparent block party on Tichenor Street between Center and Wilmington and asked that any additional costs incurred by the Sheriff's department going to that residence be credited to those residents.

Mayor Perrodin and the City Council wished everyone a Merry Christmas and Happy New Year.

ADJOURNMENT

On motion by Zurita, seconded by Dobson, the meeting was adjourned at 9:44 p.m. in the memory of the lives that were lost in Newtown Connecticut, 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 4, 2012

The City Council meeting was called to order at 6:04 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 United Rangers of America, commended the director of the Successor Agency for recognizing Mr. Ransford and the Compton High School marching band. He announced that this year would be the 8th year that Krogers has donated ice cream to all 22 elementary schools. He also noted that Teamster Local 572 would be receiving a letter from Principal Bradley thanking them for donating tickets for field trips.

Angelo McVay, Compton resident, invited the City Council to attend the Compton Parks and Recreation "Christmas Talent Show and Toy Drive" event to be held on Saturday, December 8, 2012 at 11 a.m. at Wilson Park.

Herbert Arceneaux, Compton resident, voiced a concern for the anticipated closure of the United States Post Office located at Willowbrook and Compton Boulevard. He encouraged the residents to regularly attend NAJEA meetings to voice their opinions on issues involving crime. He went on to ask that audience comments be placed at the end of the agenda to allow residents the opportunity to respond to council comments.

Benjamin Holifield, Compton resident, petitioned the City Council to allow the residents an opportunity to sign up to speak on public comments the day before council meetings. He requested more respect for the women in the room; and asked that the monument at Willowbrook and Compton Boulevard be restored and funded by the business community to honor United States veterans.

Lestean Johnson, President of the Compton Chamber of Commerce, urged all residents living in the County of Los Angeles to return the Clean Water Beach Program County of Los Angeles Flood Control District mailer by December 21, 2012 to avoid a parcel rate increase.

Mayor Perrodin explained that if ten percent of LA County residents do not protest the rate increase it will automatically pass. All protests must include the following information: parcel identification number (available on the property tax bill), printed name, address, protest and signature. The address is: Executive Officer Board of Supervisors, P.O. Box 866006, Los Angeles, California 90086.

City Manager Duffey stated that he would post a link to LA County's website on the City's website.

Mayor Perrodin asked that the information be posted on the City's character generator.

Lorraine Cervantes, Compton resident, maintained that she appreciates the Sheriff's, their helicopters and the safety that they provide to the residents. She encouraged residents and families to attend Faith Inspirational Church program that addresses the growing epidemic of human trafficking on Thursday, December 6, 2012 at 7 p.m.

Carolyn Stokes, Compton resident, reported that her attitude towards the city manager has changed since hearing his speech at the Concerned Citizens Committee meeting. She requested the permit parking program in her neighborhood because it is difficult for her to enter and exit her driveway.

#1.

Charles Strickland, Compton resident, maintained that he only asked that the Sheriff's helicopters be regulated, not removed. He thanked Councilperson Arceneaux for addressing his comments and concerns; and went on to question why election registration does not begin until January 2, 2013. He requested the establishment of an Oversight Committee to monitor the election ballots and absentee ballots for all who register as candidates and cited that he was denied the ability to speak at the Dollarhide Neighborhood Center's candidate forum.

Joyce Kelly, Compton resident, reminded the City Council that the agenda for the Successor Agency and Oversight Board has to come through the director of the Successor Agency to go to Los Angeles County. She asserted that she would much rather see an experienced pilot fly an airplane or helicopter from the Sheriff's department than a nine year-old boy.

Lynn Boone, Compton resident, petitioned Mayor Perrodin to enlighten the residents on Item Number Three because they do not understand it. She maintained that a forensic audit would account for all of the money that Councilperson Zurita proclaims to be unclaimed. She referenced Item Number Two and cited that she had no problems with the date of the election. She indicated that some of the language was vague and asked that a meeting be held to allow the residents to comment on the issue.

Alita Godwin, City Clerk clarified a statement made in regards to the election. Ms. Godwin reported that the election filing periods are set by election code which usually falls before Christmas or a day or two after. Ms. Godwin also indicated that she could not stop anyone from speaking at Dollarhide or anywhere else and if a candidate has been disqualified, it is because they did not follow the rules set by election law.

Mayor Perrodin announced that the regular filing period for the upcoming election starts on December 24, 2012, but because of furloughs City Hall will be closed until January 2, 2013.

Councilperson Dobson requested the filing period.

City Clerk Godwin remarked that the filing period is January 2, 2013 to January 22, 2013 due to furloughs. For more information regarding the filing period and 2013 April elections call the City Clerk's Office at (310) 605-5530.

CONSENT AGENDA - There were no items on the Consent Agenda.

REGULAR AGENDA

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

CITY ATTORNEY'S REPORTS- There was no City Attorney's Reports.

UNFINISHED BUSINESS- There was no Unfinished Business.

NEW BUSINESS

1. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AMENDING THE MUNICIPAL LAW ENFORCEMENT SERVICES DEPARTMENT'S
2012-2013 FISCAL YEAR BUDGET AND TRANSFERRING JAG ARRA FUNDS

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

Mayor Perrodin requested the account where these funds would come from.

Jon Thompson, Fire Chief, reported that these funds would be moved from the Sheriff's contingency account into an account ending in 4269.

City Manager Duffey explained that these were unused JAG ARRA funds from the 2009-2010 fiscal year and staff subsequently carried the funds over into the contingency account in the MLES budget. However, the funds cannot be spent until the council approves it for contract services.

Mayor Perrodin proposed the establishment of a commercial enforcement program.

City Attorney Cornwell asked that the account numbers be verified.

Fire Chief Thompson confirmed that the account number is from a printout from the city controllers system ending in 4294, and noted that it is in this year's fiscal year budget.

Stephen Ajobiewe, City Controller, verified the account number.

Councilperson Zurita questioned why the account number was not verified before the agenda was printed.

City Controller Ajobiewe stated that he notified both the director of the department and the city clerk that the account number was wrong in the SIRE system.

Councilperson Zurita asked that a policy be established to ensure that account numbers are tracked and verified before the agenda is printed.

City Manager Duffey conceded that the system needs to be fixed.

Councilperson Zurita asked that the item be removed and indicated that she would like to schedule a meeting with the city controller to better understand the City's accounting system.

Councilperson Arceneaux withdrew her motion.

Mayor Perrodin expressed a concern for funds not being appropriated in time for the Christmas parade.

City Clerk Godwin defended that the SIRE system does not need to be fixed. It is the employees that need to follow the agenda approval process. Ms. Godwin explained to Councilperson Zurita that the city controller may not have access to change the account numbers in SIRE. She indicated that she would check his account and give him rights because he should be able to make changes in the system.

Councilperson Zurita maintained that her stance is to ensure that people are accountable for their actions.

On motion by Dobson, seconded by Jones, **Resolution # 23,659** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE MUNICIPAL LAW ENFORCEMENT SERVICES DEPARTMENT'S 2012-2013 FISCAL YEAR BUDGET AND TRANSFERRING JAG ARRA FUNDS**" 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

2. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON, CALIFORNIA, CALLING FOR THE HOLDING OF A PRIMARY NOMINATING AND GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, APRIL 16, 2013 AND JUNE 4, 2013, RESPECTIVELY FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE CITY CHARTER AND FOR THE SUBMISSION TO THE VOTERS A QUESTION RELATING TO LAW ENFORCEMENT SERVICES

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

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

NOES: Council Members - Dobson

ABSENT: Council Members - None

#1.

Councilperson Dobson proposed a workshop to disseminate the details of this ordinance to the citizens.

Mayor Perrodin explained that a vote for this item is a vote to put the issue on the ballot.

City Attorney Cornwell submitted a legal opinion and made a recommendation for council to vote the item up or down. Mr. Cornwell further suggested an amending motion as to the other aspects of the ballot if there is an issue with Section One.

City Attorney Cornwell also mentioned that if the item is not voted on tonight the City could be subjected to being required to put the item on the agenda. Mr. Cornwell further mentioned that someone could file documents with the court requesting action to be taken.

Councilperson Zurita indicated that she would never voluntarily give up her ability to negotiate and agreed with Councilperson Dobson's request to host a townhall meeting to explain the details of this ballot.

Councilperson Arceneaux articulated her disgust that Compton would be singled out to this type of scrutiny.

Councilperson Zurita directed the city manager to schedule a townhall meeting. She clarified that this item was not suggested by the Los Angeles County Sheriff's Department but was suggested by a committee that collected signatures.

Councilperson Dobson expressed a concern for the lack of monetary figures provided in the proposal.

Mayor Perrodin stated that it is true that the Sheriff's Department did not officially endorse this particular amendment, however Sheriff personnel, specifically the Sheriff's union, ALADS, sponsored the signature gathering for this petition to be placed on the ballot.

Councilperson Jones commented that he would never be willing to give up his authority to construct and approve a budget.

On motion by Zurita, seconded by Jones, **Ordinance # 2,236** entitled "**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON, CALIFORNIA, CALLING FOR THE HOLDING OF A PRIMARY NOMINATING AND GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, APRIL 16, 2013 AND JUNE 4, 2013, RESPECTIVELY FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE CITY CHARTER AND FOR THE SUBMISSION TO THE VOTERS A QUESTION RELATING TO LAW ENFORCEMENT SERVICES**" was adopted (with the exception of Section One), by the following vote on roll call:

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

NOES: Council Members - None

ABSENT: Council Members - None

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ISSUANCE AND SALE OF TAX AND REVENUE ANTICIPATION NOTES FOR FISCAL YEAR 2012-2013 IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$10,600,000.00

Mayor Perrodin reclused himself from addressing this item due to a potential conflict of interest involving his employment with the County of Los Angeles.

Mayor Perrodin out at 8:03 p.m.

On motion by Zurita, seconded by Jones, **Resolution # 23,660** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ISSUANCE AND SALE OF TAX AND REVENUE ANTICIPATION NOTES FOR FISCAL YEAR 2012-2013 IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$10,600,000.00**" was approved, by the following vote on roll call:

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

NOES: Council Members - None

ABSENT: Council Members - Perrodin

APPROVAL OF WARRANTS

4. Warrant #212642 - 11/29/12 - All Star Interpreting Service - Spanish Interpreting Services
- \$8,562.50 - Requested by: City Clerk

Mayor Pro-Tem Dobson questioned why the invoices date back to July 2012.

City Clerk Godwin explained that during the transition, she was asked by the city manager to take over the payments. Ms. Godwin further noted that she would be working with the City Attorney's Office to construct a contract.

On motion by Zurita, seconded by Arceneaux, Warrant number 212642 was approved, by the following vote on roll call:

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

NOES: Council Members - None

ABSENT: Council Members - Perrodin

COUNCIL COMMENTS

Mayor Perrodin announced the "Christmas Raffle" to be held on Tuesday, December 18, 2012 in council chambers.

Mayor Perrodin announced that there would be a meeting in the month of January 2013 to discuss the proposed closure of the United States Post Office on Willowbrook and Compton Boulevard.

Mayor Perrodin commended Royce Esters for his commitment to educating the Compton community on social issues.

Councilperson Zurita asked the city manager if the Williams Street alley project has gone out to bid.

City Manager Duffey replied affirmatively and noted that it would be completed during the month of March 2013.

Councilperson Zurita asked where the citizens should go to obtain parking permits during the holiday furlough period.

Jon Thompson, Fire Chief, stated that parking permits can be obtained at Fire Station One.

City Manager Duffey also mentioned that the Meals on Wheels and Dollarhide food programs would be continued through the holiday season.

Councilperson Zurita directed the city manager to provide an update next week as to how the City would function on furloughs days.

Councilperson Zurita inquired about the presentation she requested last week regarding city employer rights and meet and confer meetings.

Councilperson Zurita asked if the City is close to getting the traffic signal at Central and Compton Boulevard. City Manager Duffey replied affirmatively.

Councilperson Zurita announced that the Martin Luther King Jr. hospital is expected to open its doors in 2014.

Councilperson Zurita reminded the citizens that city hall would be closed December 24, 2012 to January 2, 2013.

Councilperson Zurita requested that the meeting be adjourned in the memory of former city employee Linda Johnson.

Councilperson Arceneaux requested the City’s street sweeping schedule.

City Manager Duffey responded that he would post the schedule on the City's webpage at www.comptoncity.org.

Councilperson Arceneaux commended Marvin Hunt, Fire Explorer One and Abel Sotello from TLC for their contributions to the Compton Creek Clean-up.

Councilperson Jones requested a copy of the street sweeping schedule.

Councilperson Jones invited the residents to participate in the "Compton Christmas Tree Lighting Ceremony" to be held on Thursday, December 6, 2012 at 5 p.m. in city hall. For more information call (310) 605-5662.

Councilperson Jones announced the Compton Unified School District "Winter Concert" to be held on Thursday, December 6, 2012 at 4 p.m. at Compton High School.

Mayor Pro-Tem Dobson asked the city manager to address whether or not there was any money available for potholes and tree trimming.

ADJOURNMENT

On motion by Zurita, seconded by Jones, the meeting was adjourned at 8:42 p.m. in the memory of **Linda Johnson** and **Joseph Holmes**, by the following vote on roll call:

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

Clerk of the City of Compton

Mayor of the City of Compton

DECEMBER 11, 2012

The City Council meeting was called to order at 6:20 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

INTRODUCTION OF SPECIAL GUESTS

1. Mike Harriel - Public Affairs Manager, Southern California Gas Company (**NOT IN ATTENDANCE**)

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Herbert Arceneaux, Compton resident, petitioned the City Council to order that the streets be swept before the Christmas holiday, and that arrangements be made with Pacific Coast Waste & Recycling to remove the abandoned furniture on the streets. He questioned why the City did not purchase economy-sized vehicles for its code enforcement and municipal law enforcement services departments, and why people are allowed to ride their horses in the streets at night. He reported excessively loud music in the Richland Farms community and that vacant lots were being rented for parties and horses. He also asked that unauthorized advertisements on telephone poles be addressed.

Benjamin Holifield, Compton resident, agreed with the concerns expressed by Mr. Arceneaux and further questioned why ice cream trucks are still being allowed to pass through the neighborhoods at night after a prohibition ordinance was adopted. He mentioned his previous attempts to send a message of beautification: Clean, Safe and Friendly in the City of Compton and noted that the logo in front of council chambers belongs to him. He reported that his vehicle is being damaged by the potholes on the west side of Central Avenue from Caldwell to Alondra Boulevard and further asked that the debris at 156th Street be removed immediately due to health concerns.

Councilperson Arceneaux stated that she was notified by the potential owner of the property at 156th Street today that it is caught up in title and that there are two owners both of whom live in Washington. She reported that the potential owner is cleaning the area out, albeit he does not own the property yet and questioned why the City has not required that the previous property owners keep the property clean.

Councilperson Arceneaux acknowledged the condition of Central Avenue and mentioned her suggestions to the city manager to locate funds to repair both sides of the street.

Councilperson Arceneaux addressed Mr. Arceneaux's concerns regarding illegal and unsightly advertisements on telephone poles, and further directed the city manager to enforce the City's noise and animal ordinance in the Richland Farms community.

Councilperson Arceneaux also instructed the city manager to steam clean the City's sidewalks.

Councilperson Dobson commented on the deplorable condition of the bus stops in Downtown Compton and asked that something be done to make the City safer and cleaner for the citizens.

Councilperson Zurita requested the person responsible for the maintenance of the City's bus stops. City Manager Duffey indicated that he would return with that information at a later date and cited a crew that cleans the City's bus stops every day.

City Manager Duffey further noted that there have been several attempts by city departments to give the homeless shelter information and that their property could be moved in their absence.

#1.

Mayor Perrodin asked the city attorney to bring back a report of the recent ruling from the Ninth Circuit Court declaring that it is improper to remove a homeless person's belongings.

Mayor Perrodin also stated that Central Avenue going northbound between the cemetery and Caldwell is more dangerous than the street between Reeves and Caldwell going southbound, due to the excessive amount of potholes in that area and lack of reflectors among the dividers.

B. J. Douglas, President of United Rangers of America, commended the president of the Chamber of Commerce Lestean Johnson for her perseverance in getting the Christmas parade off the ground. Mr. Douglas gave a special thanks to Teamsters Local 572 for their efforts to sponsor a field trip for the girls at Kennedy Elementary School last Friday. He also thanked the Compton High School principal for writing letters to Rick Middleton and Tracy Smith in regards to more field trips for the Compton High School band. He went on to thank Dr. Sefa'boayke, city manager Duffey and the entire City Council for their continued support of his organization.

Marjorie Herd, petitioned the City Council to use Gonzales Park Saturday, December 15, 2012 to raise funds for Marquell Bellows' funeral.

Charles Strickland, Compton resident, defended his previous comments regarding his feelings towards former city clerks and council members going into the City Clerk's office, and his inability to participate in the Commission on Aging Candidates Forum. Mr. Strickland voiced various complaints regarding the city's election process.

City Clerk Godwin maintained that she recalls Mr. Strickland going behind her counter as a candidate also, and stated that she assumes that he was not allowed to speak because he was not a qualified candidate.

Joyce Kelly, Compton resident, stated that she recalls during the time of the last election, William Kemp telling her that he paid Charles Strickland to come and talk, and that she has never complained to him or anyone else.

Lynn Boone, Compton resident, apologized for misreading the details of Item Number Eight and addressed Item Number Four. She petitioned the City Council to consider establishing a plan before they finalize this agreement. She spoke in opposition to the dates and figures detailed in Item Number Five and proposed that Item Number Ten was an attempt from the city manager to remove Mr. Forge from this site and replace him with someone else.

POWERPOINT PRESENTATION - LA COUNTY CLEAN WATER CLEAN BEACHES MEASURE

Mayor Perrodin directed a PowerPoint presentation on the County of Los Angeles' Flood Control District proposal to adopt a clean water clean beach measure which would establish an annual fee to pay for clean water programs, to be imposed on property owners within the Los Angeles County Flood Control District for the purposes of improving water quality and reducing pollution from storm water and urban run-off.

Mayor Perrodin made the following announcements:

The Los Angeles County Board of Supervisors will be conducting a public hearing on January 15, 2013 to consider the proposed measure to establish an annual clean water fee to be collected with the property taxes beginning on the 2013-14 County of Los Angeles tax roll.

Property owners or authorized representatives, protesting this action, should look for the brochure in the mail or write a letter and mail it to:

Executive Officer Board of Supervisors
Post Office Box 86606
Los Angeles, California 90086

or hand deliver it to:

Kenneth Hahn Hall of Administration
Room 383
500 West Temple Street
Los Angeles, California 90012

All correspondence must include the property owner's printed name and signature, parcel number and address and delivered no later than the end of the public hearing.

If you would like more information regarding this measure go to www.lacountycleanwater.org or you may call (800) 218-0018 Monday through Thursday from 8 a.m. to 5 p.m.

If you would like to download a copy of the brochure please go to the City's website at www.comptoncitiy.org. (Please be sure to mark the "X" before mailing the letter.)

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

2. November 13, 2012 - Approved.

CITY MANAGER/CITY ATTORNEY/CITY TREASURER REPORTS

3. INVESTMENT REPORTS - October 31, 2012 (**Received/Filed**)

CITY FIRE DEPARTMENT

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO RENEW THE SERVICE AND MAINTENANCE AGREEMENT AND ISSUE A PURCHASE ORDER WITH AXIOM DATAQUICK, INC., FOR PROPERTY OWNERSHIP INFORMATIONAL SEARCH SERVICES (**Resolution # 23,661**)

END CONSENT AGENDA

REGULAR AGENDA

CITY MANAGER'S REPORT

5. REPORTS OF THE MUNICIPAL LAW ENFORCEMENT SERVICES DEPARTMENT SPECIAL PARKING AND ILLEGAL VENDORS DETAILS (RECEIVE/FILE)

On motion by Arceneaux, seconded by Jones, the report was received and filed, by the following vote on roll call:

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

NOES: Council Members - None

ABSENT: Council Members - None

CITY ATTORNEY'S REPORTS

CLOSED SESSION

6. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
Three (3) Potential Cases
Pursuant to California Government Code Section 54956.9(b)

On motion by Dobson, seconded by Jones, 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- There was no Unfinished Business.

NEW BUSINESS

7. 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 CLEANSTREET SWEEPING SERVICES FOR ON-
CALL CITYWIDE STREET SWEEPING SERVICES

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

Councilperson Arceneaux directed the city manager to provide an overview of the City's street sweeping services during the holiday/furlough period.

City Manager Duffey reported that the proposed agreement with CleanStreet is for on-call street sweeping services for an amount not to exceed \$200,000 in the event that there are no employees available and able to operate the City's street sweepers; with part of the amount paying for an existing service from earlier this year and for any potential repairs of the City's street sweepers.

Councilperson Dobson questioned why the City has an outstanding invoice with CleanStreet. Mr. Duffey reported that CleanStreet was contacted earlier in the year to provide street sweeping services, but since there was no prior contract and the amount exceeded \$5,000, the invoice could not be paid.

Councilperson Dobson contended that certain services must be provided and sweeping the streets is one of them.

Mayor Perrodin questioned why this issue was not brought before the City Council prior to the services amounting to \$81,000.

John Strickland, Public Works, indicated that there were several attempts by the department to process a warrant from June 2012 to September 2012, but it was returned and staff was notified that a staff report and resolution were needed.

Mayor Perrodin maintained that the taxpayers were placed at a great liability and asked if an assessment was performed to determine if it was more cost effective to contract this service out or keep it in-house. Mr. Strickland indicated that an assessment was performed in 2011 and it concluded that it was more cost effective to keep the service in-house.

Mayor Perrodin noted that it could be cheaper to contract the service out primarily because the sweepers have been down for 720 hours.

Mayor Perrodin conceded that sweeping the streets is a requirement and that sweeping them once a month is totally unacceptable.

On motion by Arceneaux, seconded by Zurita, **Resolution # 23,662** entitled "**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 CLEANSTREET SWEEPING SERVICES FOR ON-CALL CITYWIDE STREET SWEEPING SERVICES**" 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 AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER WITH MODSPACE FOR PROVIDING MODULAR TRAILERS LOCATED AT 500 NORTH ALAMEDA STREET FOR THE PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION

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

Mayor Perrodin cited a case of insubordination between a department head and a former city manager to take care of an issue that has resulted in the City paying more money for a contract that should have been terminated over a year ago.

On motion by Arceneaux, seconded by Jones, **Resolution # 23,663** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER WITH MODSPACE FOR PROVIDING MODULAR TRAILERS LOCATED AT 500 NORTH ALAMEDA STREET FOR THE PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION**" 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 ACCELA, INC. FOR SOFTWARE LICENSING AND SUPPORT SERVICES FOR FISCAL YEAR 2012-2013.

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

Mayor Perrodin questioned what this software is being used for.

City Manager Duffey reported that this software houses the data used by the building and safety department and fire department.

On motion by Arceneaux, seconded by Jones, **Resolution # 23,664** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH ACCELA, INC. FOR SOFTWARE LICENSING AND SUPPORT SERVICES FOR FISCAL YEAR 2012-2013**" 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

11. Warrant #212721 - 12/3/12 - Smart-Tek Automated Service Inc. - Basic Life Support Transportation Program - \$78,548.28 - Requested by: Fire

#1.

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

Mayor Perrodin expressed a concern for the cost of an ambulance trip to the hospital.

Councilperson Zurita stated that there is a standard transportation rate set by the insurance companies.

Mayor Perrodin clarified that he is concerned that injured persons will not be notified that an ambulance trip to the hospital could cost them \$600.

On motion by Zurita, seconded by Arceneaux, warrant number 212721 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

12. Warrant - 212740 - 12/5/12 - All Star Interpreting Service Inc. - Spanish Interpreting Service - \$1,250.00 - Requested by: City Clerk

On motion by Zurita, seconded by Arceneaux, warrant number 212740 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

Councilperson Jones invited the community to attend the "Christmas Tree Lighting Ceremony" hosted by Los Angeles County Board of Supervisors Mark Riddley Thomas to be held on Friday, December 14, 2012 at 5:30 p.m. at the Martin Luther King Jr. Emergency Center.

Councilperson Jones also announced the "Year-End Awards Celebration" hosted by Assemblyman Isadore Hall III to be held on Wednesday, December 19, 2012 at 6:30 p.m. at the Watts Labor Community Action Committee located at 10950 South Central Avenue. Attendees should RSVP with Heather Hunt at (310) 223-1201.

Councilperson Jones also invited the community to attend the "2013 New Year's Party and Swearing-In Event" to be held on Friday, February 4, 2013 at 10 a.m. at the Dollarhide Neighborhood Center. For more information please call (310) 605-5688.

Councilperson Arceneaux commented on rogue ice cream trucks and a thank you letter she received from Mr. Robert Ray regarding a hot water heater he received from a Good Samaritan.

Councilperson Arceneaux also commented on the festivities held at the Emmanuel Church Christmas Dinner for elected officials.

Councilperson Dobson invited anyone interested in employment opportunities to contact her office at (310) 605-5684.

Councilperson Dobson commended Faith Inspirational Church for the work that they're doing for the Compton community.

Councilperson Dobson announced the upcoming Compton Christmas parade to be held on Saturday, December 18, 2012 at 11 a.m.

Councilperson Zurita reassured the residents that water will not be turned off Thursday December 21, 2012 during the furlough period.

Councilperson Zurita invited the residents to participate in the Bledsoe's BBQ Food Network taping to be held on Friday, December 14, 2012 at 3 p.m.

Councilperson Zurita notified the residents that the Careerlink DPSS CalFresh Mobile Unit will be taking applications on Tuesday, December 18, 2012 from 9:30 a.m. to 1 p.m.

Mayor Perrodin commended the car clubs that donated toys to the "Christmas Talent Show & Toy Drive" held at Wilson Park.

Mayor Perrodin requested that the streets be sweep on the 2600 block of Caldwell Street and on the streets west of Central Avenue and south of Alondra Boulevard.

Mayor Perrodin directed the City to update its accounting practices and names and requested that the meeting be adjourned in the memory of Jenni Rivera.

CLOSED SESSION

The meeting was recessed to closed session at 8:39 p.m. and reconvened at 10:22 p.m.

ROLL CALL

Council Members Present: Zurita, Dobson, Jones, Perrodin

Council Members Absent: Arceneaux

MOTION TO EXTEND THE CITY COUNCIL MEETING

On motion by Jones, seconded by Zurita, the meeting was extended by the following vote on roll call:

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

NOES: Council Members - None

ABSENT: Council Members - Arceneaux

REPORT OUT OF CLOSED SESSION

City Attorney Cornwell reported that council met in conference with legal counsel regarding anticipated litigation. There were two potential cases discussed pursuant to California Government Code Section 54956.9(b); there was no reportable action was taken.

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH WILLIE FORGE TO OPERATE THE COMPTON PAR 3 GOLF COURSE AND LEASE THE COURSE PRO SHOP AND SNACK BAR FOR FISCAL YEAR 2012-2013 AND RESCIND RESOLUTION NO. 23,626.

It was moved by Zurita, and seconded by Jones, to discuss the item.

City Attorney Cornwell reported a change to Section Four of the resolution to read \$200 instead of \$100.

On motion by Zurita, seconded by Jones, **Resolution # 23,665** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH WILLIE FORGE TO OPERATE THE COMPTON PAR 3 GOLF COURSE AND LEASE THE COURSE PRO SHOP AND SNACK BAR FOR FISCAL YEAR 2012-2013 AND RESCIND RESOLUTION NO. 23,626**" was approved, by the following vote on roll call:

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

NOES: Council Members - None

ABSENT: Council Members - Arceneaux

#1.

ADJOURNMENT

On motion by Dobson, seconded by Zurita, the meeting was adjourned at 10:25 p.m. in the memory of **Jenni Rivera**, by the following vote on roll call:

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

NOES: Council Members - None

ABSENT: Council Members - Arceneaux

Clerk of the City of Compton

Mayor of the City of Compton

January 8, 2013

TO: MAYOR AND COUNCIL MEMBERS

FROM: JON THOMPSON, FIRE CHIEF

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT
AND ACCEPT THE URBAN AREA SECURITY INITIATIVE GRANT
(UASI- 2011) AND AMENDING THE FIRE DEPARTMENT'S 2012-2013
FISCAL YEAR BUDGET**

SUMMARY

This resolution approves an agreement, authorizes acceptance of the Urban Area Security Initiative Grant (UASI 2011) and amends the Fire Department's 2012-2013 Fiscal Year Budget to appropriate \$3,096.00 in grant funding.

BACKGROUND

On June 6, 2012, the City of Los Angeles authorized an agreement to disburse UASI-2011 grants funds to the City of Compton as a Sub-recipient through the United States Department of Homeland Security (DHS). By means of the Grants Programs Directorate within the Federal Emergency Management Agency (FEMA), financial assistance has been provided to the Los Angeles/Long Beach Urban Area through the Fiscal Year 2011-2012. The Compton Fire Department will receive at total of \$3,096.00. The grant funds will be provided for the necessary training to plan and organize the fire departments needs to assist in building an enhanced and sustainable capacity to prevent, respond to, and recover from threats or acts of terrorism.

STATEMENT OF THE ISSUE

In order to receive these funds a grant contract must be sign and forwarded to the City of Los Angeles Department Homeland Security and Public Safety. These funds will cover the cost of backfilling for staff while attending the training.

FISCAL IMPACT

The Fire Department's 2012-2013 Fiscal Year Budget must be amended to appropriate funds in the amount of \$3,096.00 to Account No. 10016900004171.

RECOMMENDATIONS

Staff recommends that Council adopt the attached resolution.

**JON THOMPSON
FIRE CHIEF**

APPROVED FOR FORWARDING:

**G. HAROLD DUFFEY
CITY MANAGER**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT
AND ACCEPT THE URBAN AREA SECURITY INITIATIVE GRANT
(UASI- 2011) AND AMENDING THE FIRE DEPARTMENT’S 2012-2013
FISCAL YEAR BUDGET

WHEREAS, on June 6, 2012, the City of Los Angeles authorized an agreement to disburse UASI-2011 grants funds to the City of Compton as a Sub-recipient through the United States Department of Homeland Security (DHS); and

WHEREAS, through the Grants Programs Directorate within the Federal Emergency Management Agency (FEMA), financial assistance has been provided to the Los Angeles/Long Beach Urban Area through the Fiscal Year 2011-2012; and

WHEREAS, the Compton Fire Department will receive at total of \$3,096.00; and

WHEREAS, these grant funds will be provided for the necessary training to plan and organize the fire departments needs to assist in building an enhanced and sustainable capacity to prevent, respond to, and recover from threats or acts of terrorism; and

WHEREAS, in order to receive these funds a grant contract must be sign and forwarded to the City of Los Angeles Department Homeland Security and Public Safety; and

WHEREAS, the Fire Department’s 2012-2013 Fiscal Year Budget must be amended to appropriate funds in the amount of \$3,096.00.

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

Section 1. The City Manager is authorized to enter into an agreement and hereby accept on behalf of the City of Compton, the Urban Area Security Initiative (UASI-2011) Grant in the amount of \$3,096.00.

Section 2. That the Fire Department’s 2012-2013 Fiscal Year Budget must be amended to appropriate funds in the amount of \$3,096.00 into Account No. 1001 690 000 4171.

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

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

ADOPTED this _____ day of _____, 2013.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

RESOLUTION NO. _____
Page 2

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

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

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

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

CITY CLERK OF THE CITY OF COMPTON

SUBRECIPIENT AGREEMENT

Jurisdiction: City of Compton

Title: FY 11 Urban Area Security Initiative (UASI) Grant Program

City Contract Number _____

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Exhibit M	Establish/Enhance JRIC Request Form

AGREEMENT NUMBER _____ OF CITY CONTRACTS
BETWEEN
THE CITY OF LOS ANGELES
AND THE CITY OF COMPTON

THIS SUBRECIPIENT AGREEMENT ("Agreement" or "Contract") is made and entered into by and between the City of Los Angeles, a municipal corporation (the "City"), and City of Compton, a municipal corporation (the "Subgrantee" or "Subrecipient").

W I T N E S S E T H

WHEREAS, the U.S. Department of Homeland Security ("DHS"), through the Grant Programs Directorate within the Federal Emergency Management Agency ("FEMA" and along with DHS, collectively "Grantor"), has provided financial assistance to the Los Angeles/ Long Beach Urban Area ("LA/LBUA") through the Fiscal Year (FY) 2011 Urban Areas Security Initiative Grant Program ("UASI 11" or the "Grant") in the amount of \$58,035,381.00 ("Grant Funds"), such Grant Funds having been awarded by Grantor to the City, as a Core City, for use in the LA/LBUA and such Grant having been accepted by the City Council on June 6, 2012 (C.F. #11-1256); and

WHEREAS, the LA/LBUA consists of the City of Los Angeles, the City of Long Beach, the unincorporated area of the County of Los Angeles, and participating jurisdictions, including the Subrecipient; and

WHEREAS, the Grant is administered for the LA/LBUA by the City of Los Angeles and is overseen by the California Emergency Management Agency ("CalEMA"); and

WHEREAS, the Grant is being provided to address the unique equipment, training, planning, organization, and exercise needs of the LA/LBUA, and to assist it in building an enhanced and sustainable capacity to prevent, respond to, and recover from threats or acts of terrorism; and

WHEREAS, the City has designated the Office of the Mayor, Office of Homeland Security and Public Safety ("Mayor's Office") to provide for the proper monitoring of the funding and administration of the Grant; and

WHEREAS, the Mayor's Office wishes to disburse UASI 11 Grant Funds allocated to the Subrecipient as a participating jurisdiction in the LA/LBUA in accordance with this Agreement; and

WHEREAS, the City and Subrecipient are desirous of executing this Agreement as authorized by the Los Angeles City Council and the Mayor (C.F. #11-1256, dated June 6, 2012).

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NOW, THEREFORE, in consideration of the mutual covenants set forth herein and the mutual benefits to be derived therefrom, the City and the Subrecipient (each a "Party" and collectively, the "Parties") agree as follows:

I.
INTRODUCTION

§101. Parties to the Agreement

The Parties to this Agreement are:

- A. The City of Los Angeles, a municipal corporation, having its principal office at 200 N. Spring Street, Los Angeles, California 90012; and
- B. The City of Compton, a municipal corporation, having its principal office at 205 S. Willowbrook Avenue, Compton, California 90220

§102. Representatives of the Parties and Service of Notices

- A. The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

- 1. The representative of the City of Los Angeles shall be, unless otherwise stated in this Agreement:

Eileen Decker, Deputy Mayor
Office of the Mayor, Homeland Security and Public Safety
200 N. Spring Street, Room 303
Los Angeles, CA 90012
Phone: (213) 978-0687
Fax: (213) 978-0718
eileen.decker@lacity.org

- 2. The representative of the City of Compton shall be:

Jon Thompson, Fire Chief
Compton Fire Department
201 S. Acacia Avenue
Compton, California 90220
Phone: (310) 605-5671
jthompson@comptoncity.org

- B. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.

- C. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accordance with this section, within five (5) business days of said change.

§103. Independent Party

Subrecipient is acting hereunder as an independent party, and not as an agent or employee of the City. No employee of Subrecipient is, or shall be, an employee of the City by virtue of this Agreement, and Subrecipient shall so inform each employee organization and each employee who is hired or retained under this Agreement. Subrecipient shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the City by virtue of this Agreement.

§104. Conditions Precedent to Execution of This Agreement

Subrecipient shall provide copies of the following documents to the City, unless otherwise exempted.

- A. Certifications Regarding Ineligibility, Suspension and Debarment as required by Executive Orders 12549 and 12689 in accordance with §415.A.12 of this Agreement and attached hereto as Exhibit B and made a part hereof.
- C. Certifications and Disclosures Regarding Lobbying in accordance with §415.A.4 of this Agreement and attached hereto as Exhibit C and made a part hereof. Subrecipient shall also file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of the information contained in any Disclosure Form previously filed by Subrecipient.
- D. Certification Regarding Drug Free Workplace Requirements in accordance with § 415.A.13 of this Agreement and attached hereto as Exhibit D and made a part hereof.

II.

TERM AND SERVICES TO BE PROVIDED§201. Time of Performance

The term of this Agreement shall be from November 18, 2011 and end April 30, 2014 (the "Term"); provided, however, that any and all expenditures made by Subrecipient shall be reimbursed by Subrecipient's allocation of Grant Funds pursuant to this Agreement only if such expenditures were made no later than 60 days prior to the end of the Term of this Agreement (the "Expenditure Deadline"). Any and all expenditures made by Subrecipient after the Expenditure Deadline shall not be reimbursed under this Agreement unless, prior to such expenditure, the Mayor's Office, in its sole discretion, has approved in writing the making of such expenditure after the Expenditure Deadline. Subrecipient shall cooperate with any necessary close out activities in connection with its use of the Grant Funds.

§202. Use of Grant Funds

- A. Subrecipient's allocations and use of funds under this Grant shall comply and be in accordance with, and subject to, the guidance, regulations and requirements set forth in the following: (1) DHS FY 2011 Homeland Security Grant Program Guidance and Application Kit Sections I and II ("DHS 11 Guidance"), (2) Grantor Information Bulletins, (3) CalEMA 2011 Recipient Handbook ("CalEMA 11 Handbook"), (4) CalEMA FY 11 Homeland Security Grant Program California Supplement to Federal Guidance and Application Kit ("CalEMA 11 Supplement"), (5) CalEMA Grant Management Memos ("GMM"), (6) the current editions of the Office of Justice Programs ("OJP") Financial Guide and the DHS Financial Management Guide, (7) Grantor's Grants Management Common Rule as codified in Title 44 Code of Federal Regulations (CFR) Part 13, (8) CalEMA FY 11 Grant Assurances, attached hereto as Exhibit E and made a part hereof, and (8) this Agreement. Subrecipient shall use the Grant Funds allocated to it to support the goals and objectives included in the State and/or Urban Area Homeland Security Strategies as well as the investments and projects identified in the Investment Justifications, which were submitted as part of the California FY 2011 Homeland Security Grant Program application. Further, use of the Grant Funds is limited to those investments and projects included in the California FY11 Investment Justifications submitted to DHS/FEMA/CalEMA and evaluated through the peer review process. Subrecipient shall comply with any cost sharing commitments included in such FY11 Investment Justifications, where applicable. Subrecipient agrees that Grant Funds will be used to supplement existing funds for program activities, and will not supplant (replace) non-Federal funds, and, upon request by the City, CalEMA and

Grantor, Subrecipient shall be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Grant Funds. Subrecipient shall assure that the Grant Funds will support efforts related to providing an integrated mechanism to enhance the coordination of national priority efforts to prevent, respond to, and recover from terrorist attacks, major disasters and other emergencies.

Subrecipient hereby certifies that it has the legal authority to apply for the financial assistance given through the Grant and has the institutional, managerial and financial capability to ensure proper planning, management and completion of its projects being funded by the Grant Funds.

Subrecipient shall assure that Grant Funds allocated to it are used for allowable, fair and reasonable costs only and will not be transferred between programs (State Homeland Security Program, Urban Area Security Initiative, Citizen Corps Program, and Metropolitan Medical Response System) or fiscal years. Subrecipient agrees that it will comply with the provisions and prohibitions regarding duplication of Federal assistance as set forth in 2 CFR Parts 220, 225, 230 and 48 CFR Part 31.2. Subrecipient shall also comply with the applicable provisions of the Improper Payments Information Act (IPIA) of 2002 (P.L. 107-300).

Subrecipient shall notify City and CalEMA of any developments that have a significant impact on Grant Fund supported activities of Subrecipient, including changes to key program staff. Subrecipient shall cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities contemplated by this Agreement. Subrecipient shall not be delinquent in the repayment of any Federal debt.

- B. Subrecipient and the City have previously completed a mutually approved Budget/Expenditure Plan, dated March 3, 2011 (the "Budget"). The Budget contains detailed listings of items and projects for expenditures under the terms of this Agreement and the Grant, and Subrecipient shall use the funds disbursed under this Agreement only for such items.
 - 1. Any request by Subrecipient to modify the Budget must be made in writing and accompanied by a completed Modification Request Form, attached hereto as Exhibit H. All modification requests must be approved in writing by the City during the Term of this Agreement to be effective.

2. Budget modification requests must be submitted to the City no later than 30 days before the end of each fiscal quarter for which the modification is sought. Submissions made after the deadline will be returned to the Subrecipient and will not be accepted until the following submission period. The City will notify the Subrecipient in writing if modification requests are inaccurate and/or incomplete. Inaccurate and/or incomplete modification requests shall be returned to the Subrecipient for revision and shall be accepted by the City when modification requests are accurate and complete. Subrecipient shall not expend any funds on modified budget items for which reimbursement by Grant Funds is sought until such modification is approved by the City and CalEMA/Grantor.
 3. Final modification requests must be submitted to the City no later than 60 days prior to the end of the Term to provide the City time to meet CalEMA/Grantor requirements. At that time, any unexpended funds may be re-directed to other needs across the LA/LBUA. The City will notify Subrecipient, in writing, when unexpended balances may be re-directed.
- C. Subrecipient shall complete a UASI 11 Project Timeline ("Project Timeline") provided by the City to manage its allocation of the Grant Funds. Subrecipient shall provide a completed Project Timeline and any reports requested by the City regarding performance of this Agreement by a date specified by the City. Plans and reports shall be provided in a timely manner. The completion of each milestone and deliverable referenced in the Project Timeline is subject to the prior review and written approval of the City. Subject to prior City approval, Subrecipient shall update the Project Timeline quarterly, if necessary, and provide such updates to the City in order to monitor and evaluate Subrecipient's performance. Failure to meet any milestones or deadlines as set forth in Subrecipient's Project Timeline may result in the City reducing Grant Funds allocated to the Subrecipient, as more fully set forth in §301 of this Agreement.
- D. Any request by Subrecipient to extend the time of performance for a project must be made in writing to the Mayor's Office. Project extension requests must be submitted to the City no later than 120 days before the end of the applicable project time of performance set forth in the Project Timeline. The City will notify the Subrecipient in writing if project extension requests are inaccurate and/or incomplete. Inaccurate and/or incomplete project extension requests shall be returned to the Subrecipient for revision and shall be accepted by the City when project extension requests are accurate and complete. All extension requests must be approved by CalEMA, in its sole discretion, in writing during the term of this Agreement to be effective.

- E. Any equipment acquired pursuant to this Agreement shall be authorized, subject to, and in compliance with the CalEMA 11 Handbook, CalEMA 11 Supplement, GMMs, UASI Authorized Equipment List (<https://www.rkb.us>), Grantor Information Bulletins, and DHS 11 Guidance. Subrecipient shall provide the City a copy of its most current procurement guidelines and follow its own procurement requirements as long as they meet the minimum federal requirements, which include, but are not limited to, those regulations set forth in OMB Circulars A-87, A-21, A-21, A-102 A-110, A-122, A-133, Executive Order (E.O.) 12372, the current edition of the DHS Financial Management Guide, and Title 44 CFR Part 13. Subrecipient shall maintain equipment acquired or obtained with Grant Funds in accordance with the provisions set forth in 44 CFR §13.32.

Any equipment acquired or obtained with Grant Funds:

1. Shall be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the LA/LBUA, and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan;
 2. Shall be consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that Strategy.
- F. For the purposes of this subsection, "Equipment" is defined as nonexpendable property that is not consumed or does not lose its identity by being incorporated into another item of equipment, which costs \$5,000 or more per unit, or is expected to have a useful life of one (1) year or more. Items costing less than \$5,000, but falling into the following categories are also considered Equipment: (1) electronics communications equipment for stationary or vehicular use, including cellular telephones acquired by lease or purchase, and (2) electronic office equipment, including facsimile machines, copiers, electric typewriters, personal computers (monitors and CPU's), terminals and printers.
1. Equipment shall be used by Subrecipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the Equipment may be used in other activities currently or previously supported by a Federal agency.

2. Subrecipient shall make Equipment available for use on other projects or programs currently or previously supported by the Federal Government, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use shall be given to other programs or projects supported by the awarding agency.
3. An equipment ledger, attached hereto as Exhibit G, shall be maintained for each item of Equipment acquired for the program. This record must be updated quarterly and forwarded to the City along with completed reimbursement request forms (Exhibit J), when applicable. Records must be retained pursuant to the current edition of the DHS Financial Management Guide, and Title 44 CFR Part 13 and all other applicable Grantor regulations. For each piece of equipment, the record shall include:
 - (a) The line item number and project number as stated in the Budget
 - (b) The equipment description as stated in the Budget
 - (c) The Authorized Equipment Listing number (AEL) found at <http://www.rkb.mipt.org>
 - (d) The AEL title
 - (e) The invoice number
 - (f) The vendor
 - (g) Total cost (prime vendor)
 - (h) Total cost (general)
 - (i) Cash request #
 - (j) Acquired date
 - (k) ID Tag #
 - (l) The condition and disposition of the equipment, indicating whether it is new or used
 - (m) The deployed location, including the address and/or name of the facility where the equipment is located
 - (n) The name and contact information to whom the equipment is assigned.

(o) Environmental and Historical Preservation (EHP) Notes

4. All equipment obtained under this Agreement shall have an LA/LBUA identification decal affixed to it, and, when practical, shall be affixed where it is readily visible. Subrecipient also agrees that, when practicable, any equipment purchased with Grant Funds shall be prominently marked as follows: *"Purchased with funds provided by the U.S. Department of Homeland Security."*
5. A physical inventory of the Equipment shall be taken and the results reconciled with the Equipment records at least once every year.
6. Subrecipient must obtain a performance bond for any equipment item over \$250,000; or any vehicle, aviation or watercraft (regardless of the cost) financed with UASI grant funds.
7. Requests for aviation equipment must be made in writing and accompanied by a completed Aviation Equipment Request form, attached hereto as Exhibit K.
8. Requests to establish or enhance Emergency Operation Centers (EOCs) must be made in writing and accompanied by a completed Establish/Enhance EOC Request form, attached hereto as Exhibit L.
9. Requests to establish or enhance the LA/LBUA Joint Regional Intelligence Center (JRIC) must be made in writing and accompanied by a completed Establish/Enhance JRIC Request form, attached hereto as Exhibit M.
10. Aviation, EOC and JRIC Request forms must be approved by CalEMA in writing during the term of this Agreement. Request forms must be submitted to the City within 60 days of project commencement date. Purchases may not be made nor may the project commence until Request forms are submitted to and approved by the City. The City will notify the Subrecipient in writing if Request forms are inaccurate and/or incomplete. Inaccurate and/or incomplete Request forms shall be returned to the Subrecipient for revision and shall be accepted by the City when Request forms are accurate and complete.
11. If applicable, Subrecipient must meet the deadline for the any equipment items listed in its Project Timeline, as approved by the City.

12. Notwithstanding anything to the contrary in this Agreement, Equipment must meet all mandatory regulatory and/or Grantor adopted standards to be eligible for purchase using Grant Funds. In addition, Subrecipient shall be responsible for obtaining and maintaining all necessary certifications and licenses for the requested Equipment.
- G. Any training, planning, or organizational activities paid or any exercise undertaken pursuant to this Agreement shall be authorized, subject to, and in compliance with the CalEMA 11 Handbook, CalEMA 11 Supplement, GMMs, Grantor Information Bulletins, and DHS 11 Guidance. A catalogue of Grantor approved and sponsored training courses are available at http://www.firstrespondertraining.gov/odp_webforms. Subrecipient must have a City approved, tangible deliverable for all planning projects. Plans and reports for all organizational activities shall be in the form requested by the City, and shall be provided in a timely manner. Detailed Homeland Security Exercise and Evaluation Program Guidance is available at <http://hseep.dhs.gov>. Reference materials and additional details are available at <http://www.calema.ca.gov>.
- H. Funds utilized to establish or enhance state and local fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines, follow the Federal and State approved privacy policies, and achieve (at a minimum) a baseline level of capability as defined by the Fusion Capability Planning Tool.
- I. As required by CalEMA, the City shall provide Subrecipient with an electronic, interactive, Financial Management Forms Workbook, based on the pro forma template, incorporated herein by reference. Subrecipient shall continuously maintain the Project Management Workbook to access, complete and update the following documents:
- (1) Reimbursement Checklist
 - (2) Reimbursement Request Form
 - (3) Equipment Ledger
 - (4) Training Roster
 - (5) Exercise Roster
 - (6) Planning Roster
- J. Any and all requests for Sole Source procurements or contracts must be approved by the City and CalEMA prior to Subrecipient entering into such contract. Such request shall be made on a Sole Source Request Form, as attached hereto as Exhibit I. Any such request may be denied by City and CalEMA in their sole discretion.

III. PAYMENT

§301. Payment of Grant Funds and Method of Payment

- A. The City of Los Angeles shall disburse to Subrecipient its allocated Grant amount of Three Thousand, Ninety-Six Dollars (\$3,096.00) to be used for purchase of equipment, planning, exercises, organizational activities, and training as described in Section 202 above. Such Grant amount represents the amount allocated to Subrecipient in the FY 11 UASI grant budget as approved by the Grantor. The disbursement of such funds shall be made on a reimbursement basis only.

Subrecipient shall maintain procedures to minimize the time elapsing between the award of Grant Funds and the expenditure of funds to be reimbursed by such Grant Funds.

- B. Subrecipient shall prepare, maintain and provide to the City invoices requesting payment as well as purchase orders, proof of delivery, proof of payment and payroll records, timesheets, receipts and any other supporting documentation necessary to fully and accurately describe the expenditure of funds for which reimbursement from Grant Funds is sought under this Agreement. All such supporting documentation shall satisfy applicable Federal, State and City audit and review standards and requirements. Such documentation shall be prepared at the sole expense and responsibility of the Subrecipient, and the City will not reimburse the Subrecipient for any costs incurred for such preparation. The City may request, in writing, changes to the content and format of such documentation at any time, and the City reserves the right to request additional supporting documentation to substantiate costs incurred at any time. In addition, each reimbursement request shall be accompanied by the Reimbursement Request Form (Exhibit J) and Equipment Ledger (Exhibit G), Training Roster (Exhibit G), Planning Roster (Exhibit G) and/or Exercise Roster (Exhibit G), as applicable, detailing the expenditures made by Subrecipient as authorized by Section 202 above. For equipment for which Subrecipient is requesting reimbursement, an equipment ledger (Exhibit G) and all appropriate back-up documentation must be attached to the reimbursement form, including invoices and supporting documentation, including proof of payment and proof of delivery. For training and exercise reimbursements, Subrecipient must include a copy of the class training roster (Exhibit G) or class exercise roster (Exhibit G) verifying training attendees, proof that a CalEMA tracking number has been assigned to the course, and supporting documentation, including timesheets and payroll registers for all training attendees.

1. The Grantor seeks to encourage Regional Projects, where two or more jurisdictions or Urban Areas join together on a given project for the common good of the region. For regional project reimbursements, Subrecipient must include approval from the lead agency for all submitted invoices.
 2. Reimbursement requests must be submitted to the City monthly. Final reimbursement requests for the grant period must be submitted to the City no later than 30 days prior to the end of the Term. The City will notify the Subrecipient in writing if reimbursement requests are inaccurate and/or incomplete. Inaccurate and/or incomplete reimbursement requests shall be returned to the Subrecipient for revision and shall be accepted by the City when reimbursement requests are accurate and complete.
- C. Payment of final invoices shall be withheld by the City until the City has determined that Subrecipient has turned in all supporting documentation and satisfied the requirements of this Agreement.
- D. If applicable, Subrecipient must account separately for all interest income earned from the Grant Funds. In accordance with Grantor regulations and 44 CFR Part 13, interest earned on Grant Funds must be reported and returned to the City. Subrecipient will maintain records of and account for any interest earned, if applicable, on Grant Funds. If applicable, Subrecipient shall promptly return to the City all Grant Funds received which exceed the approved, actual expenditures as accepted by CalEMA and Grantor. In the event the amount of the Grant Funds allocated to Subrecipient is reduced, the reimbursement payable to the Subrecipient will be reduced accordingly.
- E. It is understood that the City makes no commitment to fund this Agreement beyond the terms set forth herein. Funding for all periods of this Agreement is subject to the continuing availability to the City of federal funds for this program from the Grantor. The Agreement may be terminated immediately upon written notice to Subrecipient of such loss or reduction of Federal grant funds.
- F. The City reserves the right at any time to modify the amount of Grant Funds allocated to the Subrecipient in this Agreement in the event that the Subrecipient does not meet milestone spending deadlines or other project milestones for their contemplated projects as set forth in Subrecipient's Project Timeline. The Subrecipient will be notified in writing of such modifications made to its allocation of Grant Funds for failure to meet

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milestones or deadlines set forth in its Project Timeline. Such modifications include, but are not limited to, suspension, termination or reduction of Grant Funds allocated to the Subrecipient. In addition, Subrecipient shall promptly repay to City any unapproved expenditures relating to such modifications.

IV.
STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Agreement have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against either party. The word "Subrecipient" herein and in any amendments hereto includes the party or parties identified in this Agreement. The singular shall include the plural. If there is more than one Subrecipient as identified herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

§402. Applicable Law, Interpretation and Enforcement

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, the County and City of Los Angeles, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Agreement shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. Subrecipient shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

In any action arising out of this Agreement, Subrecipient consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state and federal courts located in Los Angeles County, California.

If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining parts, terms or provisions of this Agreement shall not be affected thereby.

§403. Integrated Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for herein.

§404. Excusable Delays

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension.

Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes, freight embargoes or delays in transportation; to the extent that they are not caused by the party's willful or negligent acts or omissions and to the extent that they are beyond the party's reasonable control.

§405. Breach

Except for excusable delays as described in §404 herein, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

§406. Prohibition Against Assignment or Delegation

Subrecipient may not, unless it has first obtained the written permission of the City:

- A. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

§407. Permits

Subrecipient and its directors, officers, agents, employees and contractors/subcontractors, to the extent allowed hereunder, shall obtain and maintain all licenses, permits, certifications and other documents necessary for Subrecipient's performance hereunder and shall pay any fees required therefor. Subrecipient shall immediately notify the City of any suspension, termination, lapses, non-renewals or restrictions of licenses, permits, certificates, or other documents.

§408. Nondiscrimination and Affirmative Action

Subrecipient shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, the County and the City of Los Angeles. In performing this Agreement, the Subrecipient shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, mental disability, marital status, domestic partner status, or medical condition. The Subrecipient shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60). Any subcontract entered into by the Subrecipient relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

§409. Bonds

Duplicate copies of all bonds, which may be required hereunder, shall conform to City requirements established by charter, ordinance or policy and all federal requirements regarding the use of Grant Funds and shall be filed with the Office of the City Administrative Officer, Risk Management for its review in accordance with Los Angeles Administrative Code Sections 11.47 through 11.56.

§410. Indemnification

Each of the parties to this Agreement is a public entity. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities, solely by reason of such entities being parties to an Agreement as defined by Section 895 of said Code, the parties hereto, as between themselves, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it or upon any of its officers, agents, or employees by law, for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each party indemnifies and holds harmless the other party solely by virtue of said Section 895.2. The provision of Section 2778 of the California Civil Code is made a part hereto as if fully set forth herein. Subrecipient certifies that it has adequate self insured retention of funds to meet any obligation arising from this Agreement.

- A. Pursuant to Government Code Sections 895.4 and 895.6, the parties shall each assume the full liability imposed upon it, or any of its officers, agents or employees, by law for injury caused by any negligent or wrongful act or omission occurring in the performance of this Agreement.

- B. Each party indemnifies and holds harmless the other party for any loss, costs, or expenses that may be imposed upon such other party by virtue of Government Code section 895.2, which imposes joint civil liability upon public entities solely by reason of such entities being parties to an agreement, as defined by Government Code section 895.
- C. In the event of third-party loss caused by negligence, wrongful act or omission by both Parties, each party shall bear financial responsibility in proportion to its percentage of fault as may be mutually agreed or judicially determined. The provisions of Civil Code Section 2778 regarding interpretation of indemnity agreements are hereby incorporated

§411. Conflict of Interest

- A. Subrecipient shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or presents the appearance of, personal or organizational conflict of interest, or personal gain for themselves or others, particularly those with whom they have family, business, or other ties. Subrecipient covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administering any subcontract supported (in whole or in part) by Federal funds where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:
 - 1. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;
 - 2. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or
 - 3. The participation of such person would be prohibited by 44 CFR §13.36, the California Political Reform Act, California Government Code §87100 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.
- B. Definitions:
 - 1. The term "immediate family" includes but is not limited to domestic partners and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law.

2. The term "financial or other interest" includes but is not limited to:
 - a. Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.
 - b. Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.
- C. The Subrecipient further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).
- D. The Subrecipient shall not subcontract with a former director, officer, or employee within a one year period following the termination of the relationship between said person and the Subrecipient.
- E. Prior to obtaining the City's approval of any subcontract, the Subrecipient shall disclose to the City any relationship, financial or otherwise, direct or indirect, of the Subrecipient or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.
- F. For further clarification of the meaning of any of the terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the City of Los Angeles, State of California, and Federal regulations regarding conflict of interest.
- G. The Subrecipient warrants that it has not paid or given and will not pay or give to any third person any money or other consideration for obtaining this Agreement.
- H. The Subrecipient covenants that no member, officer or employee of Subrecipient shall have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one year thereafter.
- I. The Subrecipient shall incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this project and shall substitute the term "subcontractor" for the term "Contractor" and "sub subcontractor" for "Subcontractor".

§412. Restriction on Disclosures

Any reports, analysis, studies, drawings, information, or data generated as a result of this Agreement are to be governed by the California Public Records Act (California Government Code §6250 et seq.).

§413. Minority, Women, and Other Business Enterprise Outreach Program

It is the policy of the City to provide minority business enterprises (MBEs), women business enterprises (WBEs) and all other business enterprises an equal opportunity to participate in the performance of all contracts and subcontracts, including procurement, construction and personal services. In accordance with CalEMA/Grantor directives, as applicable, Subrecipient agrees that, to the extent contractors or subcontractors are utilized, Subrecipient shall use small, minority, women-owned, or disadvantaged business concerns and contractors or subcontractors to the extent practicable and shall take the affirmative steps as set forth in 44 CFR §13.36(e).

§414. Publications and Use of Grantor Markings

All publications created or published with funding under this Grant shall prominently contain the following statement: *"This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."* Subrecipient shall comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part by Grant Funds.

Subrecipient shall obtain Grantor approval prior to using Grantor seal(s), logos, crests or reproductions of flags or likenesses of Grantor agency officials, including the use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

§415. Compliance with State and Federal Statutes and Regulations

A. Statutes and Regulations Applicable To All Grant Contracts

Subrecipient shall comply with all applicable requirements of Federal, State, County and City of Los Angeles laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Agreement. Subrecipient shall comply with state and federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment. Subrecipient shall comply with new,

amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. When reference is made in the provisions set forth in this Section 415 with regards to laws, rules and regulations "as applicable" (or a variation thereof) to the Subrecipient, it shall be construed to mean "as applicable" to the Subrecipient as a subgrantee of the Grant. These requirements include, but are not limited to:

1. Office of Management and Budget (OMB) Circulars

Subrecipient shall comply with OMB Circulars, as applicable: OMB Circular A-21 (Cost Principles for Educational Institutions); OMB Circular A-87 (Cost Principles for State, Local, and Indian Tribal Governments); OMB Circular A-102 (Grants and Cooperative Agreements with State and Local Governments); Common Rule, Subpart C for public agencies or OMB Circular A-110 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations); OMB Circular A-122 (Cost Principles for Non-Profit Organizations); OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations).

2. Single Audit Act

If Federal funds are used in the performance of this Agreement, Subrecipient shall adhere to applicable rules and regulations of the Single Audit Act, 31 USC §7501 et seq.; City Council action dated February 4, 1987 (C.F. No. 84 2259 S1); and any administrative regulation or field memos implementing such Act.

3. Americans with Disabilities Act

Subrecipient hereby certifies that it will comply, as applicable, with the Americans with Disabilities Act of 1990 ("ADA"), 42 USC §§ 12101 et seq., and its implementing regulations, including Subtitle A, Title II of the ADA. Subrecipient will provide, as applicable, reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA. Subrecipient will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any contract entered into by the Subrecipient (or any subcontract thereof), relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

4. Political and Sectarian Activity Prohibited

- a. None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office. Subrecipient shall not use any funds provided under this Agreement, directly or indirectly, to support the enactment, defeat, repeal, modification or adoption of any law, regulation, pending legislation, pending regulation, or policy (pending or otherwise), at any level of government. None of the funds provided pursuant to this Agreement shall be used for any sectarian purpose or to support or benefit any sectarian activity.
- b. Concurrent with the execution of this Agreement, Subrecipient shall submit to the City a Certification Regarding Lobbying and a Disclosure Form in accordance with 31 U.S.C. §1352. A copy of the Certificate is attached hereto as Exhibit C and incorporated herein. No funds will be released to Subrecipient until the Certification is filed.
- c. Subrecipient shall file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of any of the information contained in any Disclosure Form previously filed by Subrecipient. Subrecipient shall require that the language of this Certification be included in the award documents for all sub-awards at all tiers and that all subcontractors shall certify and disclose accordingly.

5. Records Inspection

- a. At any time during normal business hours and as often as the Grantor/CalEMA, the City, the Federal government, the General Accounting Office, the Comptroller General of the United States, the State of California and the Office of Inspector General may deem necessary, Subrecipient shall make available for examination all of its records with respect to all matters covered by this Agreement. Subrecipient hereby gives the Grantor/CalEMA, the City, the Federal government, the General Accounting Office, the Comptroller General of the United States, the State of California and the Office of Inspector General, through any authorized representative, access to, and the right to examine, audit and make excerpts or transcripts of, all paper or electronic records, books, or documents related to the Grant Funds

and all matters covered by this Agreement, including, but not limited to all Subrecipient's invoices, materials, payrolls, records of personnel, conditions of employment and other data.

- b. Subrecipient agrees to provide any reports requested by the City regarding performance of the Agreement.

6. Records Maintenance

Records, in their original form, shall be maintained in accordance with requirements prescribed by the City and CalEMA/Grantor with respect to all matters covered on file for all documents specified in this Agreement. Original forms are to be maintained on file for all documents specified in this Agreement. Such records shall be retained for a period of five (5) years after termination of this Agreement and after final disposition of all pending matters.

"Pending matters" include, but are not limited to, an audit, litigation or other actions involving records. The City may, at its discretion, take possession of, retain and audit said records. Records, in their original form pertaining to matters covered by this Agreement, shall at all times be retained within the County of Los Angeles unless authorization to remove them is granted in writing by the City. Subrecipient shall establish a proper accounting system in accordance with generally accepted accounting standards and/or CalEMA/Grantor directives.

7. Subcontracts and Procurement

Subrecipient shall comply with applicable State, Federal and Subrecipient standards in the award of any subcontracts, including complying with the provisions set forth in 44 CFR §13.36. For purposes of this Agreement, subcontracts shall include but not be limited to purchase agreements, rental or lease agreements, third party agreements, consultant service contracts and construction subcontracts.

Subrecipient shall ensure that the terms of this Agreement with the City are incorporated into all subcontract agreements. Subrecipient shall submit all Subcontractor Agreements to the City for review prior to the release of any funds to the subcontractor. Subrecipient shall withhold funds to any subcontractor agency that fails to comply with the terms and conditions of this Agreement and their respective subcontract agreement.

8. Labor

- a. Subrecipient shall comply, as applicable, with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System Personnel Administration (5 CFR 900, Subpart F).
- b. Subrecipient shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements, and the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- c. Subrecipient shall comply, as applicable, with the Federal Fair Labor Standards Act (29 U.S.C. § 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.
- d. None of the funds shall be used to promote or deter union/labor organizing activities in accordance with California Government Code §16645 et seq.

9. Civil Rights

Subrecipient shall comply, and will assure the compliance of all its agents and contractors, with all applicable Federal and State statutes relating to civil rights and nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended, which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686, 44 CFR Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination against individuals with disabilities; (d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention,

Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) Title 44 Code of Regulations (CFR) Parts 7, 16, and 19 relating to nondiscrimination; (j) the requirements of any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; (k) the nondiscrimination requirements and all other provisions of the current edition of the OJP Financial and Administrative Guide for Grants, M7100.1; and (l) P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

In the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin (including limited English proficiency), gender, age, familial status or disability against Subrecipient or any of its subgrantees, contractors or subcontractors being funded with Grant Funds, or the Subrecipient or any of its subgrantees, contractors or subcontractors settles a case or matter alleging such discrimination, the Subrecipient will forward a copy of the complaint and findings to the City, the Grantor/CalEMA and the United States Department of Justice Office of Civil Rights, Office of Justice Programs. If, during the past three years, the Subrecipient has been accused of any such discrimination, the Subrecipient shall provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the City, the Grantor/CalEMA, and the United States Department of Justice Office of Civil Rights.

Subrecipient will comply with the requirements of Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency). Subrecipient shall take reasonable steps to ensure that persons with limited English proficiency (LEP) have meaningful access to its programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Assistance and information regarding LEP obligations may be found at <http://www.lep.gov>.

10. Environmental

- a. Subrecipient shall comply, or has already complied, with the applicable requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. §4601 et seq. [P.L. 91-646]) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. Subrecipient shall also comply, as applicable, with Title 44 CFR Part 25, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-assisted programs.
- b. Subrecipient shall comply, as applicable, with, and provide any information requested by DHS/FEMA/CalEMA to ensure compliance with, the following laws: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Orders (EO) 11514 and 12898; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990 and 44 CFR Part §9; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) requirements of the Clean Air Act of 1970 and the Clean Water Act of 1977 (42 U.S.C. §§7401 et seq.) and Executive Order 11738; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205); (i) the flood insurance purchase requirements of the Flood Disaster Protection Act of 1973 §102(a) (P.L. 93-234) which requires recipients of Federal funds in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is ten thousand dollars (\$10,000) or more; (j) requirements of Section 1306(c) of the National Flood Insurance Act of 1968, as amended (44 CFR Part §63); and (k) 44 CFR Part §10, Environmental Considerations.
- c. Subrecipient shall comply with all applicable Federal, State, and local environmental and historical preservation (EHP)

requirements. Failure to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding. Subrecipient shall comply with all applicable conditions placed on any project as the result of the EHP review, and any change to the scope of work of a project will require re-evaluation of compliance with these EHP requirements. Subrecipient agrees not to undertake any project funded by the Grant having the potential to impact the EHP resources without prior written approval of City and DHS/FEMA/CalEMA, including, but not limited to, ground disturbance, construction, modification to any structure, communications towers, physical security enhancements, any structure over 50 years old, and purchase and/or use of any sonar equipment. Any construction related activities initiated prior to full EHP review will result in a noncompliance finding. Subrecipient must complete the FEMA EHP Screening Form (OMB Number 1660-0115/FEMA Form 024-0-01) and submit it, with all supporting documentation, to City and CalEMA for review. If ground-disturbing activities occur during the project implementation, the Subrecipient must ensure monitoring of the disturbance. If any potential archaeological resources are discovered, the Subrecipient will immediately cease activity in that area and notify the City and DHS/FEMA/CalEMA and the appropriate State Historic Preservation Office.

- d. Subrecipient shall comply, as applicable, with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- e. Subrecipient shall comply, as applicable, with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- f. Subrecipient shall comply, as applicable, with the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.) which restores and maintains the chemical, physical and biological integrity of the Nation's waters.
- g. Subrecipient shall ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of Subrecipient's projects funded by the Grant are not on the Environmental Protection Agency's (EPA) List of Violating Facilities, and it will notify the City and

DHS/FEMA/CalEMA of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

- h. Subrecipient is, and shall be in compliance with the applicable provisions of the California Environmental Quality Act (CEQA), Public Resources Code §21000 et seq. and California Code of Regulations, Title 14, Chapter 3 Section 15000-15007.
- i. Subrecipient shall comply, as applicable, with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).
- j. Subrecipient shall comply with applicable provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 U.S.C. 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

11. Preservation

Subrecipient shall comply, as applicable, with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

12. Suspension and Debarment

Subrecipient shall comply, as applicable, with Federal Register, Volume 68, Number 228, regarding Suspension and Debarment, and Subrecipient shall submit a Certification Regarding Debarment required by Executive Order 12549 and 12689 and any amendment thereto (attached hereto as Exhibit B and made a part hereof). Said Certification shall be submitted to the City concurrent with the execution of this Agreement and shall certify that neither Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department head or agency. Subrecipient shall require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all subcontractors shall certify accordingly. Subrecipient shall not make any award or permit any award (subcontract or contract) to any party which is debarred or suspended or is otherwise excluded from or ineligible for

participation in Federal assistance programs under Executive Order 12549 and 12689, "Debarment and Suspension."

13. Drug-Free Workplace

Subrecipient shall comply, as applicable, with the Federal Drug-Free Workplace Act of 1988, 41 U.S.C. §701 et. seq., 44 CFR Part 17, and the California Drug-Free Workplace Act of 1990, Government Code §§ 8350-8357. Subrecipient shall execute and submit to the City concurrent with the execution of this Agreement the Certification Regarding Drug Free Workplace Requirements attached hereto as Exhibit D and made a part hereof.

14. Miscellaneous

Subrecipient shall comply, as applicable, with the Animal Welfare Act of 1966, as amended (P.L. 89-544, 7 U.S.C. §§2131 et seq.), pertaining to the care, handling and treatment of warm blooded animals held for research, teaching, or other activities supported by these Grant Funds. Pursuant to the Consolidated Appropriations Act of 2008 (P.L. 110-161) grant funds must not be used in contravention of the federal buildings performance and reporting requirements of Executive Order No. 13123, part 3 of Title V of the National Energy Conservation Policy Act (42 U.S.C. 8251 et seq.) or subtitle A of Title I of the Energy Policy Act of 2005 (including the amendments made thereby), nor shall Grant Funds be used in contravention of section 303 of the Energy Policy Act of 1992 (42 U.S.C. 13212).

B. Statutes and Regulations Applicable To This Particular Grant

Subrecipient shall comply with all applicable requirements of state and federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this particular Grant program. Subrecipient shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

1. Title 44 Code of Federal Regulations (CFR) Subchapters A, B and C; EO 12372; Current edition of the OJP *Financial Guide* (M7100.1); Current edition of the DHS Financial Management Guide; DOJ Office for Civil Rights Regulations; Title 2 CFR Parts 215, 225, 220, and 230; Federal Acquisition Regulations (FAR), 48 CFR Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations; DHS 11 Guidance; CalEMA 11 Supplement; CalEMA 11 Handbook; CalEMA FY11 Grant

Assurances (attached hereto as Exhibit E); Grantor Information Bulletins; and GMMs.

2. Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code Chapter 7 of Division 1 of Title 2, § 8607.1(e) and CCR Title 19, §§ 2445-2448.
3. Technology Requirement:
 - (a) Subrecipient shall use the latest National Information Exchange Model (NIEM) specifications and guidelines regarding the use of Extensible Markup Language (XML) for all projects funded by this Grant. Further information about the required use of NIEM specifications and guidelines is available at www.niem.gov.
 - (b) For any information technology system funded by Grant Funds under this Agreement, Subrecipient shall ensure that such project complies with 28 CFR Part 23, *Criminal Intelligence Systems Operating Policies*, if such regulation is determined to be applicable.
4. In accordance with section 6 of the Hotel and Motel Fire Safety Action of 1990, 15 U.S.C. §2225a, Subrecipient shall ensure that all conference, meeting, convention, or training space funded in whole or in part with Grant Funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.
5. Subrecipient shall comply with the applicable provisions of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. §7104, 2 CFR §175). Subrecipient understands and agrees that it, and any of its subrecipients, employees or subgrantees that are private entities, may not:
 - (a) Engage in severe forms of trafficking in persons during the period of time that this Grant award is in effect;
 - (b) Procure a commercial sex act during the period of time that the Grant award is in effect; or
 - (c) Use forced labor in the performance of the award or subaward under this Grant award.

Subrecipient understands and agrees that the City, CalEMA and/or Grantor may unilaterally terminate this Grant award to Subrecipient, without penalty, if Subrecipient:

(d) Is determined to have violated a prohibition identified in this paragraph 5, subparagraph a, b, or c; or

(e) Has an employee who is determined by an agency official authorized to terminate this Grant award to have violated any such prohibition through conduct that is either

(i) associated with performance under this Grant award; or

(ii) imputed to the Subrecipient or its authorized agent using the standards and due process for imputing the conduct of an individual to an organization provided in 2 CFR Part 180, as implemented by Grantor at 2 CFR Part 3000.

Subrecipient further understands and agrees that:

(f) It must inform the City and CalEMA immediately of any information received from any source alleging a violation of a prohibition in this paragraph 5, subparagraph a, b or c;

(g) Grantor's right to terminate unilaterally as described in this paragraph 5 implements Section 106(g) of the TVPA, and that the right of the City, CalEMA and Grantor to terminate this Grant award and Agreement unilaterally is in addition to all other remedies for noncompliance that are available under this Grant.

(h) For purposes of this paragraph 5:

(i) "Employee" means either:

i. an individual employed by the Subrecipient who is engaged in the performance of the project or program under this award; or

ii. another person engaged in the performance of the project or program under this Grant award and not compensated by Subrecipient, including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

(ii) "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage or slavery.

(iii) "Private entity" means any entity other than a state, local government, Indian Tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25, and includes non-profit organizations, including any non-profit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2 CFR 175.25(b), and for-profit organizations.

(iv) "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at Section 103 of the TVPA, as amended.

6. "Classified national security information," as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form. Subrecipient shall not use any Grant Funds to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information if the Subrecipient has not been approved by the Grantor for and has access to such information. In the event Subrecipient has been so approved for and has access to such information, Subrecipient shall not use any Grant Funds to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information by the contractor, subawardee, or other entity without prior written approval from the DHS Office of Security, Industrial Security Program Branch (ISPB), or an appropriate official within the federal department or agency with whom the classified effort will be performed. Such contracts, subawards, or other agreements shall be processed and administered in accordance with the DHS "Standard Operating Procedures, Classified Contracting by States and Local Entities," dated July 7, 2008; Eos 12829, 12958, 12968, as amended; the National Industrial Security Program Operating Manual (NISPOM); and/or other applicable implementing directives or instructions. All security requirement documents are located at: <http://www.dhs.gov/xopnbiz/grants/index.shtm>. Upon determination by Subrecipient that Grant Funds will be used to support such a contract, subaward, or other agreement, and prior to execution of any actions to facilitate the acquisition of such contract, subaward, or other agreement, Subrecipient shall contract the City and ISPB, or the applicable federal department or agency, for approval and processing instructions.

7. Subrecipient shall ensure that any of its potential subrecipients of Grant Funds has provided its Data Universal Numbering System (DUNS) number.
8. Subrecipient shall comply with Grantor guidelines regarding the handling of sensitive personally identifiable information, as required by OMB M-07-16 and as set forth in DHS Handbook for Safeguarding Sensitive PII, which can be found at http://www.dhs.gov/xlibrary/assets/privacy/privacy_guide_spil_handbook.pdf.
9. Subrecipient shall comply with the applicable requirements of the Federal regulations at 45 CFR Part §46 and DHS Management Directive 026-04 regarding the protection of human subjects in research.
10. Subrecipient shall comply with the applicable requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§175-175c.
11. Subrecipient shall comply with the applicable requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers for international air transportation of people and property to the extent that such service is available.
12. Subrecipient shall comply with the requirements that project activities supported with Grant Funds and carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits or approvals are obtained.
13. Subrecipient shall comply with the applicable requirements of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), as amended by Section 6202(a) of the Government Funding Transparency Act of 2008 (P.L. 110-252), and as clarified in Grantor Information Bulletin #350 and GMM #350, regarding disclosure of subawards and executive compensation.

C. Noncompliance

Subrecipient understands that failure to comply with any of the above assurances or the Grant Assurances attached hereto as Exhibit E may result in suspension, termination or reduction of Grant Funds, and repayment by Subrecipient to City of any unlawful expenditures. Subrecipient shall be liable to the Grantor for any funds the Grantor determines that Subrecipient used in violation of these Grant Assurances

and Subrecipient shall indemnify and hold harmless the City for any sums the Grantor determines Subrecipient used in violation of the Grant Assurances. The provisions of this paragraph shall survive termination of this Agreement.

§416. Inventions, Patents and Copyrights

A. Reporting Procedure for Inventions

If any project of Subrecipient funded under this Agreement produces any invention or discovery ("Invention") patentable or otherwise under Title 35 of the U.S. Code, including, without limitation, processes and business methods made in the course of work under this Agreement, Subrecipient shall report the fact and disclose the Invention promptly and fully to the City. The City shall report the fact and disclose the Invention to the Grantor/FEMA/CalEMA. Unless there is a prior agreement between the City and Grantor/FEMA/CalEMA, Grantor/FEMA/ CalEMA shall determine whether to seek protection on the Invention. Grantor/FEMA/CalEMA shall determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy") embodied in the Federal Acquisition Regulations System, which is based on Ch. 18 of Title 35 U.S.C. Sections 200 et seq. (Pub. L. 95-517, Pub. L. 98-620, 37 CFR part 401); Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983); and Executive Order 12591, 4/10/87, 52 FR 13414, 3 CFR, 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, 3 CFR, 1987 Comp., p. 262). Subrecipient hereby agrees to be bound by the Policy, will contractually require its personnel to be bound by the Policy, and will consult with Grantor/FEMA/CalEMA regarding allocation of any patent rights that arise from, or are purchased with, Grant Funds.

B. Rights to Use Inventions

City and Grantor/FEMA/CalEMA shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Invention developed under this Agreement.

C. Copyright Policy

Unless otherwise provided by the terms of the Grantor/FEMA or of this Agreement, when copyrightable material ("Material") is first produced or developed as part of a project funded by Grant Funds, the Grantor/FEMA, at Grantor/FEMA's discretion, may copyright the Material. If the Grantor/FEMA declines to copyright the Material, the Grantor/FEMA shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-

free license, to reproduce, display, publish, disseminate, perform, prepare derivative works or otherwise use, and authorize others to use, for all government purposes: (a) any Material so produced or developed and (b) any rights of copyright to which Subrecipient purchases ownership with Grant Funds. Subrecipient shall affix the applicable copyright notices of 17 U.S.C. §401 or §402 and an acknowledgement of government sponsorship (including Grant award number) to any Material first produced or developed under this Grant.

D. Rights to Data

The Grantor shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Agreement or are published copyrighted data with the notice of 17 U.S.C. Section 401 or 402, the Grantor acquires the data under a copyright license as set forth in 48 CFR 27.404(f)(2) instead of unlimited rights. (48 CFR 27.404(a)).

E. Obligations Binding on Subcontractors

Subrecipient shall require all its contractors and subcontractors funded by Grant Funds to comply with the obligations of this section by incorporating the terms of this section into all contracts and subcontracts.

V.
DEFAULTS, AMENDMENTS, AND AGREEMENT

§501. Defaults

Should Subrecipient fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the City reserves the right to terminate the Agreement, reserving all rights under state and federal law.

§502. Amendments

Any change in the terms of this Agreement, including changes in the services to be performed by Subrecipient, and any increase or decrease in the amount of compensation/allocation which are agreed to by the City and Subrecipient shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the parties thereto. Subrecipient agrees to comply with all future City Directives, or any rules, amendments or requirements promulgated by the City affecting this Agreement.

§503. Complete Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for herein and neither verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement. This Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Agreement includes thirty-seven (37) pages and thirteen (13) Exhibits which constitute the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the City and Subrecipient have caused this Agreement to be executed by their duly authorized representatives.

APPROVED AS TO FORM AND LEGALITY: CARMEN TRUTANICH, City Attorney By _____ Deputy City Attorney Date _____	For: THE CITY OF LOS ANGELES ANTONIO R. VILLARAIGOSA, Mayor By _____ Antonio R. Villaraigosa, Mayor Homeland Security and Public Safety, Mayor's Office Date _____
ATTEST: JUNE LAGMAY, City Clerk By _____ Deputy City Clerk Date _____	
APPROVED AS TO FORM: By _____ City Attorney Date _____	For: The City of Compton, a municipal corporation By _____ Date _____
ATTEST: By _____ City Clerk Date _____	[SEAL]

City Business License Number: _____
 Internal Revenue Service ID Number: _____
 Council File/OARS File Number: _____ Date of Approval _____
 City Contract Number _____

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Fire Department

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT AND ACCEPT THE URBAN AREA SECURITY INITIATIVE GRANT (UASI- 2011) AND AMENDING THE FIRE DEPARTMENT’S 2012-2013 FISCAL YEAR BUDGET

Jon Thompson
DEPARTMENT MANAGER’S SIGNATURE

12/13/2012 11:44:30 AM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

12/18/2012 11:26:41 AM
DATE

Stephen Ajobiewe
CITY CONTROLLER

12/20/2012 5:08:38 PM
DATE

G. Harold Duffey
CITY MANAGER

12/17/2012 8:20:42 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.

January 8, 2013

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: JON THOMPSON, FIRE CHIEF

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ESTABLISH A PURCHASE ORDER WITH THE HOME DEPOT FOR SUPPLIES NEEDED FOR FIRE STATIONS AND TRAINING

SUMMARY

This resolution authorizes the City Manager to establish a purchase order with The Home Depot in the amount of \$6,000.00 for the purchase of supplies for the maintenance of Fire Stations and training for the Fire Department.

BACKGROUND

The Fire Department has a need to purchase supplies from The Home Depot for the maintenance of fire stations as well as training supplies for fire personnel. Within this current fiscal year, there has been a prior purchase order requested for Home Depot by other departments. Therefore, the Fire Department's request for \$6,000.00 will exceed the \$5,000.00 per vendor limitation.

Fire Stations are in need of repairs and certain items must be replaced. These items can vary from appliances, light bulbs, electrical products, lawn equipment and etc. The training items for the department can vary from construction materials such as, lumber, nails, dry wall, and etc. All of these items are available from The Home Depot and purchased as needed throughout the fiscal year.

STATEMENT OF ISSUE

Other local vendors within the City offer merchandise to meet most of the department needs, however, the selection choices were less and the merchandise comes at a higher cost.

#3.

The Home Depot
January 8, 2013
Page Two

The department has conducted a price comparison with another city business (Mid-City Hardware). Items purchased regularly such as small batteries, sprinkler heads, drywall, and lumber range 22% to 61% higher in costs. Therefore staff feels it is most advantageous to select Home Depot. It is a locally licensed business.

FISCAL IMPACT

There is no impact to the General Fund. The amount for this purchase order is \$6,000.00. Funds for these purchases are allocated in the Fire Department's 2012-2013 Fiscal Year Budget from the following accounts

<u>Account</u>	<u>Amount</u>
1001-690-000-4230	\$4500.00
1001-690-000-4273	\$1500.00

RECOMMENDATION

Staff recommends that the City Council approve the attached resolution.

JON THOMPSON
FIRE CHIEF

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
ESTABLISH A PURCHASE ORDER WITH THE HOME DEPOT
FOR SUPPLIES NEEDED FOR FIRE STATIONS AND TRAINING**

WHEREAS, the Fire Department has a need to purchase supplies from The Home Depot for the maintenance of fire stations as well as training supplies for fire personnel; and

WHEREAS, within this current fiscal year, there has been a prior purchase order requested for the Home Depot by other departments; and

WHEREAS, the Fire Department is requesting a purchase order for the Home Depot in the amount of \$6,000.00 exceeding the \$5,000.00 per vendor limitation; and

WHEREAS, the funds for the purchases are allocated in accounts 1001-690-000-4230 and 1001-690-000-4273.

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

Section 1. That the City Manager is hereby authorized to issue a purchase order in an amount not to exceed \$6,000.00 to The Home Depot.

Section 2. That funds for these purchases are allocated in the Fire Department’s 2012-2013 Fiscal Year Budget from the following accounts:

<u>Account</u>	<u>Amount</u>
1001-690-000-4230	\$4500.00
1001-690-000-4273	\$1500.00

Section 3. That certified copies of this resolution shall be filed in the offices of the City Clerk, City Controller, City Manager, and the Fire Department.

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

ADOPTED this _____ day of _____, 2013.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

RESOLUTION NO. _____
PAGE TWO

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON

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

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

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

CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Fire Department

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ESTABLISH A PURCHASE ORDER WITH THE HOME DEPOT FOR SUPPLIES NEEDED FOR FIRE STATIONS AND TRAINING

Jon Thompson
DEPARTMENT MANAGER’S SIGNATURE

12/13/2012 10:26:35 AM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

12/18/2012 11:27:06 AM
DATE

Stephen Ajobiewe
CITY CONTROLLER

12/20/2012 6:22:36 PM
DATE

G. Harold Duffey
CITY MANAGER

12/17/2012 8:20:58 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.

January 8, 2013

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

**FROM: KELLY MONTGOMERY, (INTERIM) DIRECTOR
GENERAL SERVICES DEPARTMENT**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF COMPTON AUTHORIZING A LEASE AGREEMENT
BETWEEN THE CITY OF COMPTON AND THE COUNTY
OF LOS ANGELES (COMMUNITY AND SENIOR
SERVICES DEPARTMENT)**

SUMMARY

This Resolution will authorize the City Manager to enter a 36-month lease agreement with the County of Los Angeles, Department of Community and Senior Services.

BACKGROUND

The City of Compton owns certain real property located at 700 North Bullis Road, also known as the CareerLink facility. It is used as a “shared occupancy” facility in that it houses certain City administered services in addition to offering indoor spaces for leasing to outside agencies, organizations and individuals.

The County of Los Angeles Community and Senior Services Department wishes to locate a component of its Adult Protective Services (APS) Program in the City at the CareerLink facility. The APS Program is a social service program mandated by the State of California to receive all reports of suspected abuse or neglect of elder and/or dependent adults. If the lease is approved, the APS Program will bring a unit of approximately 20 social workers and staff to the location.

STATEMENT OF ISSUE

Pursuant to guidance of the City Council, in November 2012, the City Manager implemented a City-wide leasing policy which mandates that City-owned facilities and/or property *shall not* be leased without first obtaining proper authorization from the City Council (i.e. an adopted resolution) and execution of a written lease agreement [City of Compton Standard Operating Manual, Policy 4.17(A)(1)]. In addition to other matters, the Policy specifies that lease rates shall be based on the square footage of the area(s) subject to the exclusive use/occupation of the Lessee and that the standard leasing rate for indoor floor space in a City-owned facility shall be **at least One Dollar (\$1.00) per square foot.**

#4.

Staff Report Re Resolution Authorizing Lease With County of Los Angeles (Community & Senior Services) January 8, 2013

The County proposes to use approximately 3045 square feet of indoor space at the facility for a 36-month term, with a contractual commitment that the lease agreement shall not be terminated without cause for the first 24-months of the lease. Thereafter, either party may terminate with at least 90-days advance notice.

In addition to the base rental rate, the lease addresses the costs incurred by the City for utilities, maintenance and repairs, custodial and general security. At the *CareerLink* location, staff has identified that cost to be slightly less than one dollar (\$1.00) per square foot. That cost to the City in this tenancy is being partially offset by tenant improvements being performed at the cost of Los Angeles County. Additionally, there is an expected economic benefit accruing to the City and the local business community as a result of the location of this unit of workers. Therefore, staff recommends a rate of \$1.45 per square foot, a rate consistent with the local market for comparable facilities.

ALTERNATIVE

The alternative would be to reject the proposed lease agreement for this (currently vacant) space and forfeit the revenue available to the City, the tenant-proposed improvements for the space and the economic benefit to the local business community.

FISCAL IMPACT

The estimated fiscal impact of this proposed action is a net gain to the General Fund of a monthly lease rate of **Four Thousand Four Hundred Fifteen Dollars (\$4,415.00) per month** or an estimated total revenue for Fiscal Year 2012-2013 of **\$26,490.00** (Leasing months January through June 2013), **\$52,980.00** per Fiscal Year 2013-2014 and 2014-2015 and **\$26,490.00** for the first 6-months of Fiscal Year 2015-2016.

**Staff Report Re Resolution Authorizing Lease With
County of Los Angeles (Community & Senior Services)
January 8, 2013**

RECOMMENDATION

Staff recommends that Council adopt the attached Resolution.

**KELLY MONTGOMERY, (INTERIM) DIRECTOR
GENERAL SERVICES DEPARTMENT**

APPROVED FOR FORWARDING:

**G. HAROLD DUFFEY
CITY MANAGER**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING A LEASE AGREEMENT BETWEEN THE CITY OF COMPTON
AND THE COUNTY OF LOS ANGELES (COMMUNITY AND SENIOR
SERVICES DEPARTMENT)**

WHEREAS, the City of Compton owns certain real property located at 700 North Bullis Road, also known as the CareerLink facility which is used as a “shared occupancy” facility in that it houses certain City administered services in addition to offering indoor spaces for leasing to outside agencies, organizations and individuals; and

WHEREAS, the County of Los Angeles Community and Senior Services Department wishes to locate a component of its Adult Protective Services (APS) Program in the City at the CareerLink facility; and

WHEREAS, the County proposes to use approximately 3,045 square feet of indoor space at the facility for a monthly lease rate of One Dollar Forty-Five Cents (\$1.45) per square foot for a 36-month term.

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

Section 1. That the City Manager, upon the approval of the City Attorney, is authorized to enter into a 36-month lease agreement with the County of Los Angeles, Department of Community and Senior Services for use of approximately 3,045 square feet of indoor space at 700 North Bullis Road, Compton (CareerLink facility), for general office use for Adult Protective Services staff.

Section 2. That the monthly lease rate shall be Four Thousand Four Hundred Fifteen Dollars (\$4,415.00) per month (i.e. \$1.45 per square foot) for the term of the Lease.

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

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

ADOPTED this _____ day of _____, 2013.

MAYOR OF THE CITY OF COMPTON

Resolution No. _____
Page 2

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

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

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

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

CITY CLERK OF THE CITY OF COMPTON

**LEASE AGREEMENT BETWEEN
CITY OF COMPTON
AND
COUNTY OF LOS ANGELES
[COMMUNITY AND SENIOR SERVICES]**

This **LEASE AGREEMENT** is entered into by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as “**OWNER**”) and the **COUNTY OF LOS ANGELES**, a body politic and corporate (hereinafter referred to as “**LESSEE**”).

RECITALS:

WHEREAS, the City of Compton (“Owner”), has under its jurisdiction certain real property located at 700 North Bullis Road, Compton, California 9022_, also known as the “CareerLink” facility (the “Site”); and

WHEREAS, on _____, 201_, the City Council adopted Resolution No. _____, which authorized the City Manager to enter into a lease agreement with the County of Los Angeles (“Lessee”) for a period of thirty six (36) months, commencing _____, 201_ through _____, 201_.

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

WITNESSETH:

Section 1. PREMISES. The Owner, for and in consideration of the performance of the covenants and agreements hereinafter contained to be kept and performed by the Lessee and upon the following terms and conditions, hereby leases to the Lessee, and the Lessee hereby hires and takes of and from the Owner, those certain Premises situated in the City of Compton, County of Los Angeles, State of California, more particularly described as:

**Compton CareerLink Facility
700 North Bullis Road
Compton, California 9022_**

[The “Site”]

Lessee shall lease the following Room Numbers and square footage of indoor office space within the Site building (as outlined on the attached Diagram/map of the Site/Premises). Lessee may also have access to and use of shared public spaces within the Site:

Lobby No. 1 (exclusive of the janitorial closet)	1,236 square feet
---	-------------------

Room 4A	676 square feet
---------	-----------------

Lease Agreement – County of Los Angeles/Community and Senior Services
CareerLink – 700 North Bullis Road
[Resolution No.]

Room 5A	564 square feet
Room 6A	569 square feet
Total Square Footage	=====
	3,045 square feet

[The “Premises”]

Section 2. TERM. This Lease shall be for a term of thirty six (36) months, commencing on _____, 201_ and shall terminate on _____, 201_, unless extended or terminated as otherwise provided herein. This Lease shall supersede any previous Leases and/or agreements.

Section 3. RENT. During the Lease term, the Lessee shall pay to Owner as rent for said Premises hereof the sum of **Four Thousand Four Hundred Fifteen Dollars and Twenty-Five Cents (\$4,415.25)** per month, based on a rental rate of **One Dollar and Forty-Five Cents (\$1.45) per square foot** for each square feet of exclusive use space. Lease payments shall be due in advance on the first day of each and every month of the term hereof. Any lease payment not received by the Owner by the tenth (10th) day of the month will be deemed late and a late fee (penalty) in the amount of **Five Percent (5%)** will be charged.

Payments shall be remitted to: General Services Department
205 South Willowbrook Avenue
Compton, California 90220
Attn: Director
Payable to: City of Compton
[Please identify your Lease Site on the payment]

Section 4. USE OF PREMISES. Lessee is entitled to use the Premises during normal building business hours (Mondays through Fridays, 7:00 a.m. to 6:00 p.m.), **(excepting legal City holidays)** for the following purpose(s) only:

**General Office Use for Adult Protective Services Staff
Community and Senior Services**

Lessee shall not use the Premises for any other purpose without the prior written consent of the Owner. Lessee shall not use the Premises in a manner so as to interfere with Owner's use or equipment at the Site. Lessee shall not use the Premises for the storage of inoperable or unusable equipment or property.

Use of Premises at Shared Site on City Holidays and Non-Business Hours

On those dates designated by the City Council as legal City holidays, the Site **(including the Premises)** shall be closed. If Lessee desires to use the Premises on a City holiday or during non-business building hours, Lessee shall pay the City the costs (e.g. employees' salary) of providing access to the Premises/Site and for provision of City security (if applicable).

Lease Agreement – County of Los Angeles/Community and Senior Services
CareerLink – 700 North Bullis Road
[Resolution No.]

Lessee shall provide written notification to the General Services Department a minimum of three (3) business days in advance of its desire to use the Premises on a City holiday or during non-business building hours. Lessee shall include the additional amounts owed in the next lease payment.

Section 5. DELIVERY OF PREMISES. If Owner, for any reason, cannot deliver the Premises described above to Lessee at the commencement of the term hereof, Owner shall not be liable to Lessee for any loss or damage resulting therefrom and Lessee at Lessee's option, may declare this Agreement to be null and void.

Section 6. UTILITIES AND OTHER SERVICES. Owner agrees to furnish the following utilities and services at Owner's expense during normal business hours:

- a. Electricity for normal lighting and power for office use. Special or additional electrical requirements over and above the standard for general office uses will be charged directly to Lessee.
- b. Heating/Cooling.
- c. Hot and cold water.
- d. Routine maintenance.
- e. General/shared security for the Site.

Any and all other types of utilities (e.g. telephone, cable, etc.) and services shall be at the sole expense and responsibility of the Lessee. Prior written approval shall be required for the installation of any utility and/or service that will involve physical alteration of the Premises and/or Site. Lessee shall reimburse Owner for the cost of repairing any and all damages to the Premises and/or Site caused directly or indirectly by Lessee's utility or service provider or its equipment.

Owner shall in no way be liable or responsible for any loss, damage or expense that Lessee may sustain or incur by reason of any change, failure, interference, disruption or defect in the supply or character of the utilities and services supplied to Premises and/or Site, unless directly caused by the active negligence or willful misconduct of the Owner.

Section 7. ASSIGNMENT AND SUBLETTING. Lessee agrees not to sublet the whole or part of the Premises, assign the Lease nor permit the use of the Premises by anyone other than the Lessee, its employees, business invitees, customers and patrons without in each case first securing the written consent of the Owner. Any attempted assignment or subletting of this Lease without the written consent of the Owner constitutes fraud and this Agreement shall be null and void.

Section 8. ALTERATIONS AND ADDITIONS. Lessee shall not make any alterations or construct any additions or improvements in or on the Site and/or the Premises until the Owner has approved the complete plans and specifications for the project. Once the Owner has been provided with said plans and specifications, Owner shall have a fifteen (15) day minimum review period before granting Lessee approval or disapproval of the project in writing. Lessee shall, at the time of the request, specify if

**Lease Agreement – County of Los Angeles/Community and Senior Services
CareerLink – 700 North Bullis Road
[Resolution No.]**

they desire to retain ownership and/or possession of the alteration, addition or improvement subject to plan review by Owner at Lessee's expense. Lessee shall keep the Premises free of liens from such work.

Owner agrees that except for structural alterations, the Lessee may remove, during or at the expiration or other termination of the term of this Lease, or of any extension or holdover period thereof, as the case may be, personal property placed or installed in or upon the Site and/or the Premises by the Lessee or under its authority. Any personal property, improvements or additions not removed by Lessee within thirty (30) days after the end of the term, or any extension or holdover period thereof, shall automatically become the property of Owner.

Lessee shall repair any damage to the Site and/or the Premises caused by Lessee's installation and/or removal of its personal property, alterations, improvements or additions.

Section 9. REPAIRS AND MAINTENANCE. Owner shall not be responsible to make any repairs or alterations to the Premises, excepting due to reasonable normal wear and tear, and Lessee assumes any and all cost and liability for the repair and maintenance of the Premises leased herein, unless such repairs, alterations or maintenance are due to Owner's negligence or willful misconduct. Lessee agrees to repair any damage caused by Lessee, its employees, contractors, agents or invitees, negligently or otherwise, at its own expense, and maintain the Premises leased and to return said Premises to Owner in as good order, repair and condition as the same were in at the commencement of this Lease. Lessee must obtain prior written approval from the Owner prior to commencing any repairs to the leased Premises. Lessee shall keep the Premises free of liens from such work.

Lessee shall continue to maintain said Premises in good repair and tenable condition and in compliance with all health, safety and sanitation laws, ordinances and regulations of the State of California and local authorities throughout the term of the Lease.

Lessee agrees to keep Premises in good order and condition at their sole cost and expense. All work done by Lessee on the Premises shall be done in a lawful manner and in conformity with all applicable laws, ordinances and regulations. The Premises shall be kept free from any and all liens and charges on account of labor or materials used in contribution to any work thereon.

Unless otherwise required by law or expressly provided for within this Lease Agreement, Owner shall have no liability to Lessee for any condition on the Premises leased herein and Lessee agrees that it has inspected the same, knows the condition and takes this Lease with the Premises in its present condition. Lessee agrees to hold the Owner harmless from any and all liability arising out of or in connection with the use of the Premises leased herein by the Lessee, its agents, employees, business invitees, customers and patrons, except to the extent any such liability is attributable to Owner's negligence or willful misconduct.

Section 10. INSURANCE. Lessee shall furnish certificates of insurance, along with endorsements, issued to Owner substantiating the fact that it has taken out the specified insurance for the term covered by this Lease, or any extension or holdover period

**Lease Agreement – County of Los Angeles/Community and Senior Services
CareerLink – 700 North Bullis Road
[Resolution No.]**

thereof, with an insurance carrier acceptable to the Owner under forms satisfactory to the Owner. Each certificate shall bear an endorsement precluding cancellation or reduction in coverage of any policy covered by such certificate except upon at least thirty (30) days prior written notice to Owner. It is agreed that Owner shall not be liable for the payment of any premiums or assessments on the insurance required.

Lessee shall present evidence of required insurance and certificate of endorsement to Owner no later than the commencement date of this Lease. The Lessee shall not occupy the Premises until the Owner has received and approved the required certification. ***Failure on the part of the Lessee to procure or maintain insurance shall constitute a material breach upon which the City may immediately terminate this Lease Agreement.***

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

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

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

c. Fire and Casualty Insurance. Lessee shall maintain fire insurance on such party's own equipment and property or to adequately self-insure the same. Lessee shall provide, or cause to be provided, and maintained at its sole cost property insurance in the amount of the value of the improvements on the Premises on a replacement cost basis. The property insurance shall insure against the perils of fire (with extended coverage), theft, vandalism, malicious mischief, collapse, flood, earthquake, windstorm and physical loss or damage. Owner will not keep improvements which are constructed or installed and owned by Lessee under the provisions of this Lease insured against fire or casualty, and Lessee will make no claim of any nature against Owner by reason of any damage to the business or property of Lessee in the event of damage or destruction by fire or other cause, arising other than from or out of negligence or willful misconduct of agents or employees of the Owner in the course of their employment.

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

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

**Lease Agreement – County of Los Angeles/Community and Senior Services
CareerLink – 700 North Bullis Road
[Resolution No.]**

- .2 The insurer waives all rights of subrogation against the City.
- .3 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City.
- .4 Identify the leased Premises covered by the policy(ies) and the identity of the insured(s).

e. Self-Insurance and Self-Insured Retention. Lessee, at its sole option, may satisfy all or any part of this insurance requirement through use of a program of self-insurance (self funding of its liabilities). Certificate evidencing coverage or letter evidencing self-funding shall be provided to the Owner at the time of execution of this Lease Agreement.

Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the Lessee under the terms of the Lease Agreement. Lessee shall procure and maintain, at its own costs and expense, any additional kinds and amounts of insurance that, in its own judgment, may be necessary relating to Lessee's use of the Premises.

Section 11. LOSSES. Owner shall not be responsible for losses or damage to personal property, equipment or materials of Lessee. Owner will not keep improvements which are constructed or installed and owned by Lessee under the provisions of this Lease insured against fire or casualty, and Lessee will make no claim of any nature against Owner by reason of any damage to the business or property of Lessee in the event of damage or destruction by fire or other cause, arising other than from or out of the gross negligence or willful misconduct of agents or employees of the Owner in the course of their employment.

Section 12. DAMAGE OR DESTRUCTION. Owner agrees that should the Premises be so badly damaged by earthquake or other violent action of the elements as to render them wholly unfit for Lessee's occupancy, then this Lease shall be terminated immediately upon the happening of any such event, whereupon Lessee shall surrender the Premises and shall not be obligated for any further rental payment and Owner shall refund any unearned rent paid in advance by Lessee, calculated at a daily rate based on the regular monthly rental.

In the event of any lesser damage by casualty, then Owner shall commence the repair and restoration of such premises within thirty (30) days of the event which necessitated the repair and restoration, unless it is not reasonably possible to commence repair and restoration within thirty (30) days, in which case it shall be commenced as soon as feasibly possible. If the damage to the Premises is caused by the Lessee or its agents, employees or invitees, then after receiving Owner's approval for the same, Lessee shall promptly repair the damage at Lessee's expense.

Section 13. DEFAULT. Lessee shall pay said rent to the Owner without deduction, default or delay. In the event of the failure of Lessee to do so, or in the event of a breach of any other terms, covenants or conditions herein contained on the part of Lessee to be kept and performed and if such default continues for a period of thirty (30) days after receipt of written notice from Owner to Lessee of such default, this Lease may be terminated. Owner may not terminate the Lease if (a) Lessee cures the default within

**Lease Agreement – County of Los Angeles/Community and Senior Services
CareerLink – 700 North Bullis Road
[Resolution No.]**

the thirty (30) day period after notice of default is given, or (b) the default cannot reasonably be cured within thirty (30) days after notice of default is given, but Lessee reasonably commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default. In the event of termination of this Lease, it shall be lawful for Owner to reenter into and upon the Premises and every part thereof and to remove and store at Lessee's expense all property therefrom and to repossess and occupy the Premises. In addition thereto, Owner shall have such other rights or remedies as may be provided for by law.

If Owner defaults in the performance of any obligation required to be performed under this Lease and fails to perform such obligation within thirty (30) days after receipt of written notice from the Lessee to Owner of such default, Lessee may terminate this Lease upon Owner's default of any material obligation upon giving thirty (30) days written notice of termination. Lessee shall not terminate the Lease if (a) Owner performs and meets the obligation within the thirty (30) day period after notice of default is given, or (b) the obligation cannot reasonably be performed within thirty (30) days after notice of default is given, but Owner reasonably commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default.

Section 14. HOLDING OVER. In case Lessee holds over beyond the term herein provided with the consent, express or implied, of the Owner, such tenancy shall be from month-to-month only, subject to the same terms and conditions of this Lease, but shall not be a renewal hereof. Such month-to-month tenancy shall be terminable on thirty (30) days written notice by either party to the other party.

Section 15. CANCELLATION PROVISIONS. Notwithstanding any other provisions contained herein, either party shall have the right to cancel this Lease, without cause, at anytime after the twenty-fourth (24th) month of the Lease term, upon ninety (90) days prior written notice to the other party.

Section 16. OWNER'S ACCESS. Lessee agrees to permit the Owner or Owner's authorized agents, upon at least twenty-four (24) hours advance notice, free access to the Premises at all reasonable times for the purpose of inspection of the Premises or for making necessary alterations, improvements or major repairs.

Section 17. DISCRIMINATION. The Lessee herein covenants by and for itself, its heirs, executors, administrator, and assigns, and all persons claiming under or through it that this Lease is made, accepted and subject to the following conditions:

That there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, the leasing, subleasing, transferring, use, occupancy, tenure, enjoyment of the Premises herein leased nor shall the Lessee itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with referenced to the selection, location, number, use of occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the Premises herein leased.

Section 18. INDEMNIFICATION. Lessee shall indemnify and save harmless the Owner, its officials, officers, employees, agents and volunteers (collectively hereafter the "Owner"), against any and all damages to property or injuries to or death of any person

**Lease Agreement – County of Los Angeles/Community and Senior Services
CareerLink – 700 North Bullis Road
[Resolution No.]**

or persons, and shall defend, indemnify and save the Owner from any and all liability and expense, including reasonable defense costs and legal fees, and claims, demands, suits, actions or proceedings of any kind or nature, including Workers' Compensation claims, of or by anyone whomsoever in any way resulting from or arising out of Lessee's, its employees, contractors, agents or invitees negligent or intentional acts in or on the Premises, or from conduct of Lessee, its employees, contractors, agents or invitees practice or business from any activity, work or things done.

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

Owner shall indemnify and save harmless the Lessee, its officials, officers, employees, agents and volunteers (collectively hereafter the "Lessee"), against any and all damages to property or injuries to or death of any person or persons, and shall defend, indemnify and save the Lessee from any and all liability and expense, including reasonable defense costs and legal fees, and claims, demands, suits, actions or proceedings of any kind or nature, including Workers' Compensation claims, of or by anyone whomsoever in any way resulting from or arising out of Owner, its employees, contractors, agents or invitees negligent or intentional acts in or on the Premises.

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

Section 19. PARTNERSHIP DISCLAIMER. Lessee and any and all agents of Lessee shall act in an independent capacity and not as officers or employees of the Owner. Nothing herein contained shall be construed as constituting the parties herein as partners.

Section 20. VACATING PREMISES. Lessee shall, on the last day of said term or sooner termination of this Lease, peaceably and quietly leave, surrender and yield up to the Owner, the Premises in good order, condition and repair, reasonable use and wear thereof and damage by acts of nature, excepted.

Section 21. COMPLIANCE WITH LAWS. Lessee shall at its sole cost and expense, comply with all the laws and requirements of all municipal, county, state and federal authorities now in force, or which may hereafter be in force pertaining to the Premises and use of the Premises as provided by this Lease.

Section 22. EASEMENTS AND RIGHT OF WAY. This Lease is subject to all existing easements and right of way. Owner further reserves the right to grant additional public utility easements as may be necessary and Lessee hereby consents to the granting of any such easements. The public utility will be required to reimburse Lessee for any damages suffered by Lessee caused by the construction work on the easement area.

Section 23. PARKING ACCESS. Unless specifically provided herein, if off-street parking is provided at the Site of the Premises, Lessee, its employees and invitees may have equal access to a minimum of twenty (20) non-restricted/non-reserved parking spaces provided to all tenants on a first-come, first-served basis.

**Lease Agreement – County of Los Angeles/Community and Senior Services
CareerLink – 700 North Bullis Road
[Resolution No.]**

Section 24. RELOCATION. Lessee acknowledges that Lessee, its employees, contractors, subordinates and assigns are not entitled to any Relocation Payment or Relocation Advisory Assistance due to their occupancy of the Premises.

Section 25. FAILURE TO PERFORM. In the event of the failure, neglect or refusal of Lessee to do, or perform work, or any part thereof, of any act or thing in this Lease provided to be done and performed by Lessee, Owner shall, at its option, have the right to do and perform the same, and Lessee hereby covenants and agrees to pay Owner the costs thereof on demand.

Section 26. BINDING ON SUCCESSORS. Each and all of the terms and agreements herein contained shall be binding upon and shall inure to the benefit of the successors in interest of the Owner, and wherever the context permits or requires the successors in interest to the Lessee.

Section 27. AMENDMENTS. This Lease Agreement may be modified or amended only be written document executed by both Lessee and Owner's City Manager and approved as to form by the City Attorney. Such document shall expressly state that it is intended by the parties to amend the terms and conditions of this Lease Agreement.

Section 28. WAIVERS. A waiver by either party to this Agreement of any breach of any terms, covenants or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

Section 29. GOVERNING LAW AND SEVERABILITY. This Agreement shall be governed by and construed under the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

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

Section 30. NOTICES. All notices, demands or requests to be given under this Lease Agreement shall be given in writing and conclusively shall be deemed received when: (a) delivered personally, or (b) on the third business day after the deposit thereof in the United States mail, postage prepaid, and addressed as hereinafter provided, or (c) one business day after send by facsimile transmission.

To OWNER:

**City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: Director, General Services Department
(310) 605-5553
(310) 605-1753 – fax.**

#4.

**Lease Agreement – County of Los Angeles/Community and Senior Services
CareerLink – 700 North Bullis Road
[Resolution No.]**

With copy to:
**City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: City Manager**

To LESSEE:
**Board of Supervisors
Kenneth Hahn Hall of Administration, Room 383
500 West Temple Street
Los Angeles, California 90012
(213)
(213) – fax.**

With copy to:
**Chief Executive Office
Real Estate Division
222 South Hill Street, 3rd Floor
Los Angeles, California 90012
Attn: Director of Real Estate
(213)
(213) – fax.**

Section 31. ENTIRE AGREEMENT. This Lease and any exhibits or attachments hereto and incorporated herein constitute the entire agreement of Owner and Lessee. There are no agreements, terms, conditions or obligations other than those set forth herein. This Lease shall supersede all previous communications, representations or agreements, either verbal or written between Owner and Lessee. This agreement may be modified only by written agreement signed by both Owner and Lessee.

IN WITNESS WHEREOF, Lessee has executed this Lease and the Owner, by its City Manager, who is authorized to do so, has executed this Lease.

**COUNTY OF LOS ANGELES
LESSEE**

William T. Fujioka, Chief Executive Officer

By _____

Dated: _____

APPROVED AS TO FORM:

John F. Krattli, County Counsel

By _____
Deputy:

Dated: _____

**Lease Agreement – County of Los Angeles/Community and Senior Services
CareerLink – 700 North Bullis Road
[Resolution No.]**

ATTEST:

**Dean C. Logan, Registrar-Recorder/
County Clerk of County of Los Angeles**

Dated: _____

By _____
Deputy:

**CITY OF COMPTON/OWNER
Recommended for Approval:**

By _____
**Kelly Montgomery, (Interim) Director
General Services Department**

Dated: _____

By _____
G. Harold Duffey, City Manager

Dated: _____

Approved as to form:

By _____
Craig J. Cornwell, City Attorney

Dated: _____

ATTEST:

Dated: _____

By _____
Alita Godwin, City Clerk

Attachmts: Resolution No. _____
Diagram of Premises
Partial Floor Plan (Lessee's use)
City Holiday Schedule

RESOLUTION SIGN-OFF FORM

DEPARTMENT: City Attorney

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING A LEASE AGREEMENT BETWEEN THE CITY OF COMPTON AND THE COUNTY OF LOS ANGELES (COMMUNITY AND SENIOR SERVICES DEPARTMENT)

Ruth Rugley
DEPARTMENT MANAGER’S SIGNATURE

1/3/2013 11:49:42 AM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

1/3/2013 2:51:45 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

1/3/2013 4:18:52 PM
DATE

G. Harold Duffey
CITY MANAGER

1/3/2013 1:42:23 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.

January 8, 2013

TO: MAYOR AND CITY COUNCIL MEMBERS

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

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COMPTON AUTHORIZING THE CITY MANAGER TO
EXECUTE A SECOND AMENDMENT WITH MV
TRANSPORTATION INC. TO PROVIDE OPERATION AND
MAINTENANCE OF THE COMPTON RENAISSANCE TRANSIT
SYSTEM**

SUMMARY

This resolution would authorize the City Manager to execute a Second Amendment with MV Transportation Inc. to provide operation and maintenance of the Compton Renaissance Transit System.

BACKGROUND

The Compton Renaissance Transit System provides a vital public service to the residents of the City of Compton by providing transit services to allow better access to jobs, local retail establishments, and schools in the City of Compton.

On November 18, 2008, pursuant to Resolution No. 22,728, the City Council authorized the City Manager to enter into a three year contract with two one year extensions with MV Transportation for the operation and maintenance of the City's five (5) Renaissance Transit buses.

The City previously entered into the first one-year extension which expired November 18, 2012. The City and MV Transportation desires to enter into a second one year extension which would expire November 18, 2013. MV Transportation has given the City until January 18, 2013 to execute the Second Amendment.

Additionally, MV Transportation notified the City that it desires to increase its hourly rate from \$63.67 to \$65.84 per hour. This price is based on the existing revenue hours (approximately 982 hours per month during the current fiscal year) being performed and includes all costs associated with operating the five buses. The City is currently operating in the 5th year of the contract at an annual cost of \$910,479. MV Transportation bills the City monthly for transit services previously rendered.

The City of Compton is in the process of purchasing 5 new buses of which 3 would be allocated to the Renaissance Transit System. At such time, the MV Transportation will provide updated pricing to the City to reflect the changes in its fleet

STATEMENT OF THE ISSUE

The First Amendment was executed pursuant to Resolution No. 22,728 of the original agreement. However, due to the proposed fee increase by MV Transportation from \$63.67 to \$65.84, City Council's authorization is necessary.

Therefore, the Public Works and Municipal Utilities Department is requesting City Council's approval to authorize the City Manager to enter into a Second Amendment with MV Transportation to continue to operate and maintain the City's Fixed Route Transit System until November 18, 2013.

FINANCIAL IMPACT

The hourly rate to the City for operating its Fixed Transit will increase from \$63.67 to \$65.84. This is estimated to cost the City an additional \$2,131 per month or additional \$10,655 to June 30, 2013. Funds in the amount of \$10,655 are allocated in the Public Works Department 2012-2013 fiscal year budget in Account No.2000-710-000-4269 (Other Contract Services). At the time of this report, the balance in this account was \$258,761.69

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute the Second Amendment with MV Transportation Inc. to provide operation and maintenance to the Renaissance Transit System.

HAROLD C. WILLIAMS, P.E.

INTERIM PUBLIC WORKS DIRECTOR/CITY ENGINEER

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 EXECUTE A SECOND AMENDMENT WITH MV TRANSPORTATION INC. TO PROVIDE OPERATION AND MAINTENANCE OF THE COMPTON RENAISSANCE TRANSIT SYSTEM

WHEREAS, the operation of the Compton Renaissance Transit System provides a vital public service; and

WHEREAS, the City needs the service of an experienced transit services operator to continue operating the transit system; and

WHEREAS, on November 18, 2008, pursuant to Resolution No. 22,728, the City Council authorized the City Manager to enter into a three year contact with MV Transportation with two one-year extensions to operate the Renaissance Transit System; and

WHEREAS, the City is currently operating in the 5th year of the contract at an annual cost of \$910,479

WHEREAS, the City previously entered into the first one-year extension which expired November 18, 2012; and

WHEREAS, the City and MV Transportation desires to enter into a second one-year extension which would expired November 18, 2013; and

WHEREAS, MV Transportation notified the City that it desires to increase its hourly rate to \$65.84 per hour; and

WHEREAS, the estimated cost to the City is an additional \$2,131 per month or additional \$10,655 to June 30, 2013; and

WHEREAS, the price is based upon the existing revenues hours being performed and includes all costs associated with operating the five buses; and

WHEREAS, the requested action to execute a Second Amendment to increase the hourly fee requires City Council authorization.

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

SECTION 1. That the City Manager is hereby authorized to execute a Second Amendment with MV Transportation to provide operation and maintenance of the Compton Renaissance Transit System.

SECTION 2. That the additional amount should not exceed Ten Thousand Six Hundred Fifty Five Dollars and No Cents (\$10,655).

SECTION 3. That funds shall come from Account No. 2000-710-000-4269 Other Contract Services.

SECTION 4. That a copy of this resolution shall be forwarded to the offices of the City Manager, City Controller, City Clerk and the Public Works and Municipal Utilities Department.

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

ADOPTED this _____ day of _____, 2013.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

**STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON**

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

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

**AYES: COUNCIL MEMBERS-
NOES: COUNCIL MEMBERS-
ABSTAINS: COUNCIL MEMBERS-
ABSENT: COUNCIL MEMBERS-**

CITY CLERK OF THE CITY OF COMPTON

**SECOND AMENDMENT TO AGREEMENT FOR FIXED ROUTE TRANSIT
SERVICES
BETWEEN CITY OF COMPTON
AND
MV TRANSPORTATION, INC.**

This **FIRST AMENDMENT** is entered into by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as "**CITY**") and **MV TRANSPORTATION, INC.** (hereinafter referred to as "**TRANSIT CONTRACTOR**" OR "**CONTRACTOR**").

RECITALS

WHEREAS, the City desires to continue to provide fixed route transit service, a vital public service, within and nearby the City; and

WHEREAS, on November 18, 2008, the City Council adopted Resolution No. 22,728, which authorized an agreement with the **TRANSIT CONTRACTOR** (MV Transportation, Inc.) to provide experienced transit services and operators for a three (3) year period commencing on November 16, 2008 with two (2) 1-year extension options; and

WHEREAS, the parties desire to extend the agreement through the second one (1) year extension expiring November 18, 2013; and

WHEREAS, there is a need to amend the Agreement with the **CONTRACTOR** to exercise the second one (1) year extension option and revise the term of the agreement to continue through November 18, 2013.

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

AMENDMENTS

1. The parties agree to amend **Section 3 – Term of Agreement** of the original Agreement to extend the term of the Agreement through November 18, 2013.
2. The parties agree to amend **Section 12 – COMPENSATION** of the original Agreement to provide additional compensation payable to **CONSULTANT** for the performance of services under the Agreement shall be computed at \$65.84 per Vehicle Service Hours beginning January 18, 2013.
3. Except as provided for above, all other terms and conditions of the original Agreement and any amendments thereto between the **CITY** and the **CONTRACTOR** all remain in effect.

Second Amendment to Fixed Route Transit Services Agreement
MV Transportation, Inc.
[Resolution No. 22,728]

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this **SECOND AMENDMENT** to the above-identified **AGREEMENT FOR FIXED ROUTE TRANSIT SERVICES**.

**MV TRANSPORTATION, INC.
CONTRACTOR**

By _____ Dated: _____
Brad Cornelson
Chief Financial Officer

CITY OF COMPTON
Recommended for Approval:

By _____ Dated: _____
Harold C. Williams, P.E.
Interim Director of Public Works Department

Dated: _____ By _____
G. Harold Duffey, City Manager

Approved as to form:

By _____ Dated: _____
Craig J. Cornwell, City Attorney

ATTEST:

Dated: _____ By _____
Alita Godwin, City Clerk

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Public Works Municipal Utilities Department

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO EXECUTE A SECOND AMENDMENT WITH MV TRANSPORTATION INC. TO PROVIDE OPERATION AND MAINTENANCE OF THE COMPTON RENAISSANCE TRANSIT SYSTEM

John Strickland
DEPARTMENT MANAGER’S SIGNATURE

12/19/2012 11:35:08 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

1/3/2013 2:51:13 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

1/3/2013 4:13:41 PM
DATE

G. Harold Duffey
CITY MANAGER

1/3/2013 1:32:36 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.

January 8, 2013

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 ISSUE A PURCHASE ORDER TO VENDORS LISTED IN “APPENDIX A” FOR THE PROCUREMENT OF STREET MAINTENANCE MATERIALS FOR THE PUBLIC WORKS AND MUNICIPAL UTILITIES DEPARTMENT

SUMMARY

This resolution authorizes the City Manager to issue purchases orders to vendors who are commonly used by the Public Works and Municipal Utilities Department.

BACKGROUND

The Public Works and Municipal Utilities Department maintains and is responsible for roadways, sewers, and streetscapes through planned and regular investments in the City's infrastructure.

STATEMENT OF THE ISSUE

In prior years, these procurements were done by individual purchase orders or resolutions. However, due to the daily operations, it is important that funds are appropriated for the listed vendors in “Appendix A” for materials needed to cover various planned and unforeseen circumstances within the City. The vendor appropriations listed will cover necessary expenses needed for the 2012-2013 Fiscal Year.

FINANCIAL IMPACT

The funds for these expenditures are in the Public Works and Municipal Utilities Department's 2012-2013 Fiscal Year budget in Account No. 1001-72-0000-4236 not to exceed \$20,000.

ALTERNATIVE

There are no viable alternatives.

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**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS TO
VENDORS LISTED IN “APPENDIX A” FOR THE PROCUREMENT OF
STREET MAINTENANCE MATERIALS FOR THE PUBLIC WORKS AND
MUNICIPAL UTILITIES DEPARTMENT**

WHEREAS, the Public Works and Municipal Utilities Department is requesting that the City Manager is authorized to issue purchase orders to vendors who are commonly used by the Public Works and Municipal Utilities Department; and

WHEREAS, Public Works and Municipal Utilities Department maintains and is responsible for roadways, sewers, and streetscapes through planned and regular investments in the City’s infrastructure; and

WHEREAS, due to the daily operations, it is important that funds are appropriated for the listed vendors in “Appendix A” for materials and natural gas needed to cover various planned and unforeseen circumstances within the City; and

WHEREAS, the vendor appropriations listed will cover necessary expenses needed for Fiscal Year 2012-2013; and

WHEREAS, the Public Works and Municipal Utilities Department would like to continue the ability to purchase needed materials for the 2012-2013 Fiscal Year; and

WHEREAS, due to the expenditures exceeding the \$5,000 threshold, authorization from City Council is required; and

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

SECTION 1. That the City Manager is authorized to issue a purchase order for the vendors listed in “Appendix A”. Appropriations are in the Public Works and Municipal Utilities Department’s 2012-2013 Fiscal Year budget Account No. 1001-72-0000-4236 not to exceed \$20,000 (Twenty Thousand Dollars).

SECTION 2. That a copy of this resolution shall be filed in the offices of the City Manager, City Controller, City Clerk and Public Works and Municipal Utilities Department.

SECTION 3. That the Mayor shall sign and the City Clerk shall attest to the adoption of this resolution.

ADOPTED this _____ day of _____, 2013.

MAYOR OF THE CITY OF COMPTON

RESOLUTION NO. _____
PAGE TWO

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON

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

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

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

CITY CLERK OF THE CITY OF COMPTON

APPENDIX A
COMMONLY USED VENDORS

STREET MAINTENANCE						
VENDOR	FUND	AMOUNT	ACCOUNT NO	DESCRIPTION	LOCAL	
					YES	NO
ACRYLATEX COATINGS & RECYCLING	EQUIPMENT RENTAL	\$ 10,000	1001-72-0000-4237	Graffiti removal paint		
VOYAGER	EQUIPMENT RENTAL	\$ 10,000	6000-72-0000-4226	Natural gas for City Vans		
TOTAL		\$ 20,000				

APPENDIX A
COMMONLY USED VENDORS

STREET MAINTENANCE						
VENDOR	FUND	AMOUNT	ACCOUNT NO	DESCRIPTION	LOCAL	
					YES	NO
ACRYLATEX COATINGS & RECYCLING	EQUIPMENT RENTAL	\$ 10,000	1001-72-0000-4237	Graffiti removal paint		
VOYAGER	EQUIPMENT RENTAL	\$ 10,000	6000-72-0000-4226	Natural gas for City Vans		
TOTAL		\$ 20,000				

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Public Works and Municipal Utilities Department

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO VENDORS LISTED IN “APPENDIX A” FOR THE PROCUREMENT OF STREET MAINTENANCE MATERIALS FOR THE PUBLIC WORKS AND MUNICIPAL UTILITIES DEPARTMENT

John Strickland
DEPARTMENT MANAGER’S SIGNATURE

11/8/2012 3:23:27 PM
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.

January 8, 2013

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

**FROM: MONICA TURNER, RISK MANAGER
CITY ATTORNEY'S OFFICE**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF COMPTON AUTHORIZING THE CITY
MANAGER TO AUTHORIZE PAYMENT OF THE
ANNUAL FEES TO THE STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS FOR
CONTINUED ADMINISTRATION OF THE CITY'S
WORKERS' COMPENSATION SELF-INSURANCE
PROGRAM**

SUMMARY

The City Council will consider adopting a Resolution authorizing the City Manager to authorize payment of the annual fees in the amount of \$39,425.09 to the State of California Department of Industrial Relations for continued administration of the City's Workers' Compensation Self-Insurance Program.

BACKGROUND

The City of Compton is self-insured/administered for provision of workers' compensation benefits to City employees who are injured on the job.

STATEMENT OF ISSUE

As an employer who is permissibly self-insured for workers' compensation liabilities in California, the City is required to pay certain assessments. This consists of the following: Workers' Compensation Administration Revolving Fund Assessment, Uninsured Employers Benefits Trust Fund Assessment, Subsequent Injuries Benefits Trust Fund Assessment, Occupational Safety and Health Fund Assessment, Workers' Compensation Fraud Account Assessment and Labor Enforcement and Compliance Fund. These fees are required by the State to legally administer a workers' compensation program at the City. The City of Compton's assessment is dated December 6, 2012, and was received December 10, 2012. The payment is due January 5, 2013, however we have requested and received a one month extension from the

#7.

**Staff Report – Resolution Authorizing Payment
To State for Administration of Workers’
Compensation Self-Insurance Program
January 8, 2013, page 2**

State’s Chief of Office of Self-Insurance Plans due to the mandatory furloughs and City Hall closure beginning December 24, 2012.

FINANCIAL IMPACT

The City of Compton’s fees for fiscal year July 1, 2012 through June 30, 2013, have been assessed at **\$39,425.09**. This is based on the State 2011/2012 Annual Report as submitted by the Risk Management Division of the City Attorney’s Office.

Funds for this payment have been allocated in the 2012-2013 Fiscal Year Budget of the City Attorney’s Office budget in Account No. 6300-420-000-4265.

RECOMMENDATION

It is recommended that the City Council adopt the attached Resolution authorizing the City Manager to authorize payment of the assessed annual fees to the State of California Department of Industrial Relations for continued administration of the City’s Workers’ Compensation Self-Insurance program.

**MONICA TURNER
RISK MANAGER**

**CRAIG J. CORNWELL
CITY ATTORNEY**

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 AUTHORIZE PAYMENT OF THE ANNUAL FEES TO THE STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS FOR CONTINUED ADMINISTRATION OF THE CITY'S WORKERS' COMPENSATION SELF-INSURANCE PROGRAM

WHEREAS, the City of Compton is self-insured and administered for provision of workers' compensation benefits to City employees who are injured on the job; and

WHEREAS, the City is required to pay certain assessments as required by the State of California, pursuant to the City's self-insured/administered status for Workers' Compensation; and

WHEREAS, the City of Compton's fees for fiscal year July 1, 2012 through June 30, 2013 have been assessed at \$39,425.09 based on the 2011/2012 Annual Report as presented to the State by the Risk Management Division of the City Attorney's Office; and

WHEREAS, staff recommends the annual fees to the State of California for continued administration of the City's self-insured workers' compensation program be authorized for payment.

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

SECTION 1. That the City Manager is hereby authorized to authorize payment of the annual fees in the amount of \$39,425.09 to the State of California Department of Industrial Relations for continued administration of the City's self-insured workers' compensation program.

SECTION 2. That the funds for these fees are allocated in Account No. 6300-420-000-4265 for the Fiscal Year 2012-2013 in the City Attorney's budget.

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

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

ADOPTED this ____ day of _____, 2013.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

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

That said Resolution was adopted by the following vote:

AYES: COUNCIL MEMBERS–
NOES: COUNCIL MEMBERS–
ABSENT: COUNCIL MEMBERS–
ABSTAINS: COUNCIL MEMBERS–

CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Risk Management

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AUTHORIZE PAYMENT OF THE ANNUAL FEES TO THE STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS FOR CONTINUED ADMINISTRATION OF THE CITY’S WORKERS’ COMPENSATION SELF-INSURANCE PROGRAM

Ruth Rugley
DEPARTMENT MANAGER’S SIGNATURE

12/19/2012 11:17:13 AM
DATE

REVIEW / APPROVAL

Craig Cornwell
CITY ATTORNEY

1/2/2013 7:29:47 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

1/3/2013 12:49:47 PM
DATE

G. Harold Duffey
CITY MANAGER

1/2/2013 6:11:30 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.

January 8, 2013

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CHIEF J. THOMPSON, INTERIM DIRECTOR
MUNICIPAL LAW ENFORCEMENT SERVICES

RE: **REQUEST TO SCHEDULE A PUBLIC HEARING FOR
ADOPTION OF AN ORDINANCE AMENDING XII OF THE
COMPTON MUNICIPAL CODE BY ADDING SECTION 12-
6.2 (FEE FOR COLLECTION OF DELINQUENT PENALTY
PAYMENTS) [Tuesday, February 4, 2013 @5:50 p.m.]**

SUMMARY:

The City Council will consider a request to schedule a public hearing on **Tuesday, February 4, 2013 at 5:50 p.m.**, to adopt an ordinance that amends Chapter 12 of the Compton Municipal Code by adding Section 12-6.2 which will assess the collection costs of delinquent parking citations fines and penalties against the violators.

BACKGROUND:

Section 53069.4 allows cities, by ordinance, to make any violation of its ordinances subject to an administrative fine or penalty. Other applicable state laws, including Section 40200.3 of the Vehicle Code, govern procedures for the City to recover administrative fees, process service fees, collection costs related to civil debt collection, late payment penalties and other related charges.

STATEMENT OF ISSUE:

When a violator receives a parking citation, they are provided with several written reminder notifications of the parking fine that is due prior to attachment of a late payment penalty. Once the late payment penalty is assessed, if the violator still fails to remit the parking fine and penalty, they are notified that failure to pay may result in collection by income tax refund interception by the Franchise Tax Board (FTB), vehicle registration lien by the Department of Motor Vehicles (DMV) or collection by other service providers (i.e. secondary delinquent citation collections service providers).

#8.

Request to Schedule Public Hearing (February 4, 2013)
Amend Compton Municipal Code Chapter 12
Add Section 12-6.2 (Collection Costs/Delinquent Payments)
January 8, 2012, page 2

The secondary collection services provided by the FTB, the DMV and other collection service providers for collections on delinquent citations; typically engaged 120 days after the initial fine and late payment penalty remains unpaid; are charged to the City. Typically, the rate charged by secondary collection service providers is twenty-five (25%) to thirty-five (35%) percent of any revenues collected on each citation, which is currently paid by Compton residents, not the violators.

RECOMMENDATION:

Staff recommends that the Council schedule a public hearing on this matter for **Tuesday, February 4, 2013 at 5:50 p.m.**

JON THOMPSON, INTERIM DIRECTOR
MUNICIPAL LAW ENFORCEMENT SERVICES DEPARTMENT

APPROVED FOR FORWARDING:

G. HAROLD DUFFEY
CITY MANAGER

January 8, 2013

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: MINUTE MOTION: CITY COUNCIL INSTRUCTIONS TO THE CITY MANAGER REGARDING THE LOS ANGELES COUNTY “CLEAN WATER, CLEAN BEACHES” MEASURE.

SUMMARY

The City Manager seeks guidance and instruction from the City Council as the action the City should take as regards the upcoming hearing on the Los Angeles County “Clean Water, Clean Beaches” Measure.

BACKGROUND

On January 15, 2013, a public hearing will be held at the Kenneth Hahn Hall of Administration in downtown Los Angeles on the proposed Los Angeles County “Clean Water, Clean Beaches” Measure. At the hearing, the Board of Supervisors will receive oral and written testimony about the proposed water fee. Property owners may testify or file a written protest. If a majority of property owners affected by the proposed fee send a written protest, then the fee cannot be established. If a majority of owners do not object, an election may be held to determine if the fee will be imposed.

The “Clean Water, Clean Beaches” Measure, proposes a fee that would be paid by property owners within the Los Angeles County Flood Control District, which includes most of the County. The fee is determined by the average amount of runoff that properties generate, based on parcel size and land use classification, such as whether the property is residential, commercial, industrial or undeveloped. Fifty percent (50%) of the fee revenues collected are to be allocated to the watershed authority group established for the watershed in which the properties are located for water quality improvement programs. Ten percent (10%) of the fee revenues collected are to be used by the Los Angeles County Flood Control District for water quality monitoring, research, technical assistance and administration. The remaining forty (40%) percent of the fee revenues collected are to be allocated to the city in which the properties are located for water quality improvement programs as determined by each city. Examples of the types of projects and programs that could be implemented and funded from the fee revenues allocated to the City of Compton include:

- Installing storm drain screen inserts and filters and keeping them clean; a cost effective way of preventing trash from entering waterways at the source – street level.

Minute Motion: City Council Instructions to City Manager
Re: Los Angeles County “Clean Water, Clean Beaches” Measure
January 8, 2013, page 2

- Regular street sweeping; which keeps street trash dry and out of storm drains so trash doesn’t breed other pollutants like bacteria that could otherwise end up in our water.
- Developing parks, wetlands and open spaces where water is held, filtered and naturally cleansed before it reaches coastal waters or percolates down into the ground.
- Developing green streets, green parking lots and green roofs on public buildings which retain rain and urban runoff and naturally cleanses it.
- Creating clean water education programs to emphasize the importance of keeping trash, used motor oil and other toxic liquids out of the storm drain systems.

STATEMENT OF THE ISSUE

The City has received notifications of the public hearing on January 15th for each of the eighty-nine (89) City-owned parcels of record. While the proposed Measure will provide funding for an important community concern – “clean water” – it will also, if approved by voters, assess an additional yearly fee on all parcels within the City of Compton – including commercial, industrial, residential and **government**.

The City Manager requests that the City Council, as the policymakers of the City, provide guidance and instruction through a minute motion on the course of action the City should take regarding its response, if any, to the notifications for the City-owned parcels:

- **Option A:** Sign and submit the protest form received for the City-owned parcels. This will be an official protest from the City to the Measure.
- **Option B:** Receive and file this report with no further action to be taken. This will result in no action taken by the City in regards to the Measure.

G. HAROLD DUFFEY
CITY MANAGER

Attachmt: “Clean Water, Clean Beaches”
Frequently Asked Questions

Clean Water, Clean Beaches FAQs

A brief set of potential questions and answers

About the Notice

Q. I don't understand why I got this Notice in the mail.

A. All property owners in LA County received this Notice. The Notice is to inform you of a Public Hearing about a potential Clean Water Fee on all properties. The Hearing is January 15, 2013.

Q. I've never seen this type of Notice before. Why did you have to send a Notice and have a Hearing?

A. The California Constitution requires that before a fee can be established; all property owners must be notified by mail of a Public Hearing regarding the fee. You can attend the Public Hearing to say whether you approve or oppose the proposed Clean Water Fee. If a majority of property owners send a written protest, then the fee cannot be established through the next step, which is an election. If a majority does not object, the next step is an election to determine if it can be imposed.

Q. What is the Clean Water, Clean Beaches Measure?

A. The Clean Water, Clean Beaches Measure, if passed by voters would provide funding for pollution prevention, cleaning up waterways in Los Angeles County, and to capture stormwater before it enters waterways. The stormwater that is captured can then be held, filtered and cleansed naturally in groundwater basins, and used to recharge underground water sources, increasing local drinking water supplies and reducing the need for imported water from Northern California and the Colorado River.

Q. If not enough people object, I'll be charged the fee?

A. No. The next step, if the Board decides to proceed, will be a vote. No fee can be established without a vote.

Q. How does the voting process work?

A. If the Board of Supervisors votes to proceed, a ballot vote would be held. The type of ballot, mail ballot or general election has not yet been decided. For a mail ballot, all property owners would receive a ballot in the mail, asked to vote on the fee and send back the ballot. Property owners do not need to be registered voters to participate. Voters are asked to sign their ballots to verify they are authorized to cast a vote on behalf of the property. There is one vote per property, regardless of the size of the property. Californians required this property owner-based method of voting, now Article XIIIID of the California Constitution, by passing Proposition 218 (The Right To Vote on Taxes Act) in a 1996 Statewide election. For a general election, registered voters will receive a ballot and will be asked to sign their ballots to verify they are authorized to cast a vote.

Q. If I support the fee, should I do anything?

A. You do not need to do anything right now, although you are welcome to send a letter of support to the address in your Notice or come to the Public Hearing on January 15. If the Board decides to proceed with a vote, you will then receive a ballot and may cast a vote.

Q. I got the Notice, but I don't live in LA County.

A. This is a fee that might be imposed on property, so all property owners received the Notice about the Public Hearing. If you own property in LA County, you do not need to live in the County to voice your opinion either at the Hearing or by sending in the form in the Notice.

Q. I got the Notice, but I'm not registered to vote.

A. This is a fee that might be imposed on property, so all property owners received the Notice about the Public Hearing. You do not need to be a registered voter to voice your opinion either at the Hearing or by sending in the form in the Notice.

Q. I got 20 copies of this Notice <or whatever amount, more than one copy>, why did I get so many?

A. The Flood Control District is legally required to send a Notice about the Public Hearing to the property owner of record of every parcel in the District. You received one Notice for every property that you own.

Q. If I own <20> parcels and I want to protest the fee, do I have to send in <20> protests?

A. No, you may send one letter and note the addresses and parcel numbers of each property you own. Your letter would then count for as many protests as the properties you list.

Q. I got a Notice, but my neighbor didn't.

A. If your neighbor owns the property in which they are living; they should have received a Notice. Please have them call us, and we'll ensure they receive one.

About the Fee

Q. Who would pay this fee?

A. All property owners—including commercial, industrial, residential and government—will pay the fee at different rates.

Q. What would this fee do?

A. It would fund projects to help keep pollution out of stormwater and runoff, clean up pollution that flows into our waterways, and use stormwater and runoff to recharge groundwater supplies, which are an important source of drinking water. There is more information on the website:

www.LACountyCleanWater.org

Q. I think my city is already doing this. This shouldn't apply to me.

A. This is a measure for all properties in the Los Angeles County Flood Control District and would provide funding to cities. You'll need to check with your city about what measure may already be in place and how the funds are used.

Q. The Notice says I have to pay <\$xx>. Do I owe this money now?

A. No. The Board of Supervisors is considering putting the Clean Water Fee in place, but it has not yet been adopted. The first step is the Public Hearing January 15, 2013. Then there would have to be a vote before a fee can be established.

Q. How will the fee be collected?

A. It would be placed on your property tax bill and collected by the County Treasurer.

Q. How often do I pay this fee?

A. The fee is levied once a year.

Q. When will the fee show on my property tax bill if it passes?

A. If the fee measure passes, the fee will appear in the 2014-2015 property tax bills.

Q. How was the fee determined?

A. The fee will be determined by the amount of water runoff that properties generate, based on the size of each parcel (but not its value) and its land classification (residential, commercial/industrial or undeveloped), and the percentage of hard impermeable surfaces.

Q. Will each property owner be subject to the same fee? Or will it vary by the size of the property owned?

A. Properties that are developed have hard surfaces such as asphalt and concrete that cause water runoff. The fee is based on the amount of stormwater runoff that these properties send to the storm drain system and, therefore, create the need to control and treat that runoff. Properties would pay in proportion to the amount of runoff they contribute.

The fee also depends on how large a property is (but not on its assessed value) and whether it is residential, commercial/industrial or vacant.

Commercial/industrial properties pay a higher fee than residential properties because they're more developed, and vacant properties pay very little. Of course, parcels are all different sizes, so parcels pay different fees.

Q. What will the typical residential household pay?

A. 87% of homeowners would pay \$54 a year or less. Typical condos would pay \$20 or less. No single-family homeowner would pay more than \$82.

Q. How much would typical commercial/industrial parcels pay?

A. 75% of commercial parcels would pay less than \$420 per year. Fees vary based on the size of the property and its use—how much it is developed with hard surfaces like parking lots that can't absorb rain. For example:

- Typical convenience store or fast food restaurant (10,000 sq. ft. parcel): \$250 per year
- Typical "big box" or home improvement store (10 acres): \$11,000 per year

Q. I have already installed measures to reduce storm water runoff—can I get a rebate?

A. Many cities and county unincorporated communities have rebate programs for installing rain barrels, reducing impervious areas or other stormwater retaining measures. Property owners will need to document that they've installed on-site measures. You'll need to check with your City.

Q. This says I owe<\$54>. But I don't think the assessor files have the right land use. I know there's an error. How can I see how this fee was developed?

A. You can see the Engineers Report with the fee calculation Methodology on the website. If there is an error, you will be able to appeal your fee.

Q. Why does the Flood Control District exclude portions of the Antelope Valley?

A. There is a mountain range that creates a border—properties in the Antelope Valley drain in a different direction, not into LA County waterways. So they do not contribute to the pollution in the LA County waterways.

Q. What about school districts—do they pay?

A. All properties would pay the fee. Schools contribute stormwater in the same way as any other property. However, the ordinance would include among other things provision to implement school water quality projects and/or provide school curriculum and materials about water and water quality. There will be more information on this on the website in the coming weeks.

Q. Who will make the final determination on the proposed fee?

A. Property owners will. While the LA County Board of Supervisors will decide whether to put the issue to a vote of LA County property owners, property owners themselves will vote to decide whether all properties in the District will pay the fee. Only those who would be required to pay the fee will be able to directly vote on it.

Q. Once the fee goes into effect, can it be raised?

A. No. If the fee is approved by property owners, by law it can never be raised, unless property owners vote to raise it.

Q. Once the fee goes into effect, is it forever?

A. The fee will be assessed permanently to ensure availability of funding to operate and maintain the water quality infrastructure, projects, and programs that will be implemented through the revenue. The Board of Supervisors may consider a clause to end the fee after a specific amount of time. That has not yet been decided.

Q. When will the fee show on my property tax bill if it passes?

A. If the fee measure passes, the fee will appear in the 2014-2015 property tax bills.

Q. How will the funds from the water quality fee be distributed?

A. Ninety (90) percent of the funds collected will be distributed to the cities and unincorporated communities of the County and ten (10) percent to the Flood Control District to provide water quality monitoring, planning, and oversight.

Q. How will the funds from the water quality fee be spent?

A. The funds collected from the water quality fee will be spent only for local and regional projects that meet the criteria established in the Program Elements document including but not limited to: (a) the water quality project must demonstrate the ability to provide and sustain long-term water quality benefits; (b) that the water quality project is based on generally accepted scientific and engineering principles; (c) and the project must be designed and located to maximize the water quality benefits.

Q. What type of accountability and oversight will be in place?

A. All revenue collection and expenditures would be subject to independent annual audits. In addition, oversight committee will be established to ensure long-term project and program effectiveness.

Q. Can the funds be used for something else other than water quality?

A. No. By law, all funds raised by the Measure must be used for local projects and programs that improve water quality. Some of these programs could potentially provide additional benefits such as enhancing drinking water supplies.

Q. How many parcels would be subject to the fee?

A. 2.3 million parcels are directly affected by this measure in the County.

Q. This sounds like a tax. What's the difference between a fee and a tax? And why do just property owners pay?

A. This is technically a property-based fee.

A fee can only be charged to property owners for providing a service directly related to that property. In this case, developed properties send water runoff into the storm drain system and the fee is to improve the quality of water in the storm drain system. If you own property in the Flood Control District you would pay the fee.

The amount of the fee cannot exceed the cost to provide the service. That's why this fee is based on the size of a parcel and how much it is developed, which equates to how much water runoff it causes. It is *not* based on a property's value.

A tax is a charge on an individual or business that pays for governmental services or facilities that benefit the public broadly. Example of taxes includes the property tax, sales tax, business license tax, hotel occupancy tax, and utility user's tax.

Q. If this measure doesn't pass, what will happen?

A. If the measure doesn't pass the County and municipalities will have to continue to allocate general funds that are earmarked for other essential public services for water quality.

About Stormwater

Q. What is stormwater?

A. Stormwater in LA County— also called urban runoff—is rainwater plus everything else the rain carries along with it. Sometimes that includes pollution, bacteria and trash. Stormwater flows into storm drains and into waterways, such as lakes, rivers, creeks and the ocean. Stormwater is not currently treated or cleaned before it flows directly into waterways; urban runoff is the main source of pollution to California's coastline.

Q. What is a watershed?

A. It is an area of land that drains to the same place, like a river, lake or the ocean. When it rains, the water runs down streets, into storm drains, and into the same waterbody. You'll see a map of your watershed on your Notice.

Q. How do pollutants get in the water?

A. Pollutants come from the stuff that's left in our streets, like trash and plastics. It also comes from fertilizers and pesticides used in gardens, soap from washing cars, motor oil that drips from cars, and anything that gets dumped into stormdrains, which drain into our waterways. You can find a lot more information on the website:

www.LACountyCleanWater.org

Q. How do toxic metals get in the water?

A. They can come from many different sources. For example, when you hit the brakes on a car, the discs rub together and minute metal dust particles are left on the road. When it rains, that dust is washed into waterways. Tires are another source. You'll find more information on the website:

www.LACountyCleanWater.org

Q. Isn't most pollution caused by industry—are they paying this fee too?

A. Yes, industrial and commercial properties would pay the fee too. The fee amount is determined by the size of a property and how it is used. All properties generate water runoff that goes into our waterways. Industrial and commercial properties tend to have more paved surfaces, like buildings and parking lots, than residential properties do. Their fee would be based on that more intense type of land usage. If you'd like more details, there is an Engineers Report that shows how fees are calculated in the Information Center on the website:

www.LACountyCleanWater.org

Q. I thought the water is treated before it goes to the ocean?

A. No, stormwater and urban runoff are not treated. There are actually two water systems. One is the wastewater system that carries water in sewers from your house to treatment facilities, and then to the ocean. The other is the storm drain system that carries rain and excess water from watering gardens or washing cars. Even though it doesn't rain much here, when it does rain water runs down streets and into storm drains. The water then flows to waterways, like the LA River, San Gabriel River, and Ballona Creek. And from there it goes directly to the ocean. There's a video on the website that explains this: www.LACountyCleanWater.org

Q. How long has the water quality in stormwater runoff been a problem?

A. In its natural state, hundreds of years ago, open space in the LA area would absorb most rainwater into the ground, which gets naturally filtered and cleansed as it percolates down into the groundwater. That underground water could then be pumped up for drinking (after further treatment), irrigation and other uses. Over the years, urban development, to address economic growth and an increased population, has added hard surfaces such as asphalt and concrete. That now results in water rushing along streets, picking up trash and pollution as it flows, and depleting groundwater available to be used for drinking water.

For more information, please visit the website at: www.LACountyCleanWater.org or call (800) 218-0018, Monday through Thursday, 8 am – 5 pm or email at wqfi.info@dpw.lacounty.gov. For Spanish, call (626) 458-6981.

January 8, 2013

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: TERRANCE DAVIS, ASSISTANT CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO SOFTWARE PROGRAM LICENSE AND MAINTENANCE AGREEMENTS WITH CITITECH SYSTEMS, INC. FOR ADDITIONAL SOFTWARE LICENSES AND ANNUAL MAINTENANCE

SUMMARY

This resolution authorizes the City Manager to enter into Software Program License and Maintenance Agreements with CitiTech Systems, Inc. and issue a purchase order not to exceed the amount of Sixteen Thousand Two Hundred Dollars (\$16,200) for an additional five (5) multi-user software licenses and annual maintenance for the period between February 15, 2013 and February 14, 2014 of the City's existing CitiTech system.

BACKGROUND

CitiTech software is a comprehensive asset management system that is designed for the business and operational needs of public works agencies to simplify and assist in the areas of work, asset, and resource management. The City of Compton's Department of Public Works (recently consolidated with the Water Department) has used CitiTech software since 1996 to manage daily operations.

Access to CitiTech software is procured through one-time purchases of perpetual user licenses. At present, the City owns (6) concurrent licenses. The City Manager seeks five (5) additional CitiTech licenses to expand access to the system to include the City Council Liaisons. This would allow the Liaisons to enter citizen requests for service directly in the system. Currently, these requests are communicated by the Liaisons to Department staff through email or verbal contact, which creates inefficiency and results in duplicative and/or incomplete service requests. The existing number of CitiTech licenses is insufficient to provide simultaneous access for Council support and Department staff.

STATEMENT OF ISSUE

The City Manager wishes to expand the use of the CitiTech system to provide City Council Liaisons with direct access to enter customer requests for common

#11.

services such as pothole repair, tree trimming, graffiti abatement and illegal dumping debris removal. Once generated, the Liaisons will then have the ability to log into the system at anytime to monitor the status of a request.

CitiTech also includes custom reporting features which allow for the categorization of work orders by type, frequency or district. This would establish an additional tool for the Liaisons to provide informed customer service and follow up. Overall, expanded utilization of CitiTech enhances the City's ability to manage its operations and clearly communicate levels of service to citizens.

ALTERNATIVES

If this resolution is not approved, the City Manager will not be able to expand system access to include Council Liaisons and communication with Department staff will continue under the current methods.

FINANCIAL IMPACT

Funds have been appropriated in the Fiscal Year 2012-2013 annual budget as follows:

<u>Account</u>	<u>Description</u>	<u>Amount</u>
1001-510-ITO-4262	Other Professional Services	\$16,200

The one-time payment necessary for the purchase of the additional software licenses amounts to Eleven thousand Dollars (\$11,000) and annual maintenance from CitiTech for all eleven (11) licenses – 6 pre-existing plus the 5 to be added – is Five Thousand Two Hundred Dollars (\$5,200), which has been allocated in the City Manager Department's budget in Account Number 1001-510-ITO-4262.

The balance of this account, less encumbrances and anticipated approved expenditures, is \$179,203.00 as of the date of this report.

RECOMMENDATION

Staff recommends that the attached resolution be adopted.

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 AUTHORIZING THE CITY MANAGER TO ENTER INTO SOFTWARE PROGRAM LICENSE AND MAINTENANCE AGREEMENTS WITH CITITECH SYSTEMS, INC. FOR ADDITIONAL SOFTWARE LICENSES AND ANNUAL MAINTENANCE

WHEREAS, CitiTech Systems, Inc. develops, sells and is the sole provider of CitiTech software, maintenance and support services; and

WHEREAS, CitiTech software is an asset and work order management system utilized by the Department of Public Works and Municipal Utilities to manage City services including, pot hole repair, tree trimming, and debris removal, and is an ongoing necessity to perform daily operations in the Department; and

WHEREAS, the City desires to expand the use of the CitiTech system to provide City Council assistants with direct access to enter citizen requests and complaints for services and monitor the status of a request; and

WHEREAS, funds have been allocated in the City Manager Department's budget in Fiscal Year 2012-2013 in Account Number 1001-510-ITO-4262.

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

SECTION 1. That the City Council hereby authorizes the City Manager to enter into agreements with CitiTech Systems, Inc. to add five (5) additional multi-user software licenses and maintenance for the pre-existing (6) and additional licenses (5) from February 15, 2013 through February 14, 2014.

SECTION 2. That a purchase order is authorized to be issued in an amount of Sixteen Thousand Two Hundred Dollars (\$16,200).

SECTION 3. That the funds for said purchase order shall come from the City Manager Department's Fiscal Year 2012-2013 budget, Account Number 1001-510-ITO-4262.

SECTION 4. That a certified copy of this resolution shall be filed in the Offices of the City Clerk, City Attorney, City Manager and City Controller.

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

ADOPTED this ____ day of _____, 2013.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

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

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

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

CITY CLERK OF THE CITY OF COMPTON

25 October, 2012

Quote: Additional perpetual licenses for modules required by the City of Compton to add functionality to their existing CMS8 Software suite.

City of Compton, CA. This Quote is valid for 90 Days.

ITEM	DESCRIPTION	PRICE EACH	QUANTITY	EXTENDED	TOTAL
General User Licenses	Allows concurrent access to all functions in the Basic System.	\$1,200.00 (This price requires purchase of 5 or more)	5	6,000.00	\$6,000.00
Service Request and Work Order Management	Allows concurrent access to work orders and work requests.	\$1,000.00 (This price requires purchase of 5 or more)	5	\$5,000.00	\$5,000.00
Total Additional Software Licenses:					\$11,000.00
Maintenance: (Note, Annual maintenance for existing 6 users was invoiced on 12/3/2012, Invoice number 2012-7022, for \$3,000.00 to cover the period 2/15/2013 to 2/14/2014.					
Annual Maintenance cost for new licenses	\$11,000.00 x 20% = 2,200.00				
Annual Maintenance for Existing licenses	\$3,000.00				
Total Maintenance Cost for 2013:	Covers the period 2/15/2013 to 2/14/2014 for all 11 licenses				\$5,200.00
Total Software and Maintenance					\$16,200.00

CitiTech Systems, Inc. Quotation Terms and Conditions

- For data conversion/import, we assume that data will be provided to us in a readable format, and essentially error free. Data fields that contain errors may not be imported, but an error log will be created and provided to the city. We will assess the quantity and quality of data sources, and quote a "not to exceed price", and only bill for actual hours. Additionally, data import utilities are provided with the basic system.
- Interface Design. The company can, in most cases, create bi-directional links to any existing system that deals with labor, materials, or resources in order to be able to update payroll, material usage and stock levels, equipment usage, condition assessment from PMS or bridge programs, etc. We first identify the needed interfaces, and design functional specifications based on client needs. The functional specifications must be approved by the company and by the client before work begins. We then build and test the interface to the specification. As with conversion/import, pricing is quoted on a "not to exceed" basis and billed at actual cost.
- Training. CitiTech provides detailed user manuals in electronic format and a robust integrated user help system as part of the basic software. Further, we provide unlimited toll free telephone support, and web-based supplemental training for individuals on areas where some additional training is needed, and we can normally do this on-the-spot or with very short notice. This service is also included as part of the basic purchase and maintenance agreement. For start-up training, we will design a program to fit your requirements. We can take a "train the trainer" approach, or provide training for your full staff to whatever level you require. We would like to stress that thorough training is essential to ensure that your staff will accept the new system, and use it properly, resulting in a successful implementation. We recommend two days of onsite training as a minimum requirement. Training for expansion modules can be handled over the web or onsite.

4. CitiTech Systems can provide limited or extensive project management services as required. We have highly qualified engineers and specialists on staff with extensive backgrounds in GIS, water and sewer utilities, public works departments, Information Technology and the private sector. Once you have made the decision to use CitiTech Management Software, we will take a look at your data, processes, and related systems. At that point, we can advise you on the best way to proceed with the implementation, and make further recommendations. The company may, at its discretion, provide incidental technical support for implementation at no charge to the customer. More involved project management services will be provided at additional cost.

5. Updates. From time to time, CitiTech Systems posts updates to the current software version. These updates can include security improvements, system improvements, and additional functionality. Customers who are current on their maintenance agreement will receive all updates at no additional charge.

6. Upgrades. From time to time, CitiTech Systems will develop a completely new version of the software. Upgrades may include minor or major changes to the underlying technology and functionality of the software. Customers who are current on their maintenance agreement will receive equivalent software licenses for the new version at no charge. They will also receive all necessary data conversion services to complete the upgrade at no additional charge for their existing software package, and for custom reports built by CitiTech Systems. In the event that a customer has custom reports or interfaces created by them, and not by the company, standard data services charges may apply.

7. Maintenance and Support. The company provides software maintenance, updates, upgrades, data services related to upgrades (as described in item 6 above), tech support, user support, and supplemental user training for one year from the date of initial activation at no additional cost. Thereafter, maintenance and support are incorporated into the maintenance agreement, and billed in advance annually at 20% of the cumulative software value. New module purchases will increase the existing maintenance amount by 20% of the purchase price at the next maintenance billing cycle.

8. CitiTech Systems, Inc. does not sell its software products; rather we sell perpetual licenses for its use. Source code and software activation codes remains the exclusive property of CitiTech Systems, Inc. All data contained within or input into the software (not including source code) is and remains the property of the customer. It is the responsibility of the customer to backup, keep current, or otherwise maintain their data, whether or not that data was supplied by or originally input by the company.

9. CitiTech Systems does not quote or provide ESRI product licensing. Any ESRI licenses required to use our Bi-Directional GIS Interface module are the responsibility of the customer. ESRI licensing is not required to access any part of the software, other than the Bi-Directional GIS interface module.

10. Prices quoted do not include sales and use taxes unless so stated. CitiTech Systems, Inc. reserves the right to collect sales and use taxes when required by applicable law.

11. Software licenses will not normally be delivered without a properly executed purchase order, and a signed licensing agreement. Payment terms are Net (30) days.

12. This quotation and the information it contains is proprietary. It is provided by the company to potential customers for the sole purpose of facilitating a potential software license and services sale to the customer, and may not be used for any other purpose or released to third parties without the express written consent of CitiTech Systems, Inc.



Johnny Weisbeck
Director, National Accounts
CitiTech Systems, Inc.
(800) 738-9892 ext. 7018
johnw@cititech.com



P.O. Box 7626, Rapid City, SD 57709-7626
 Phone: (605) 348-5069 Fax: (605) 385-0388
 Email: corporate@cititech.com

SOFTWARE MAINTENANCE AGREEMENT

This Agreement ("Agreement") is made and entered into and effective this _____ day of _____, 20____ by and between CitiTech Systems, Inc., having its principal place of business at 10354 Big Piney Road, Rapid City, SD 57702 ("CITITECH") and the _____, having its principal place of business at _____ ("Client").

WHEREAS, CITITECH has granted a perpetual, non-exclusive license for Client CitiTech Management Software and enhancements or modifications to its software ("Licensed Software") to CLIENT pursuant to a software license agreement or other agreements between the parties (the "License Agreement"); and

WHEREAS, Client wishes to have CITITECH provide maintenance and support services and software updates and upgrades pursuant to the terms and conditions of this Agreement;

NOW, THEREFORE, the parties agree as follows:

I. COVERAGE

During the term of this Agreement, CITITECH agrees to provide maintenance and support services for the Licensed Software. Software maintenance and support includes technical assistance for any module or function provided with the Licensed Software or any custom developed interfaces or executables, if included in this agreement. Updates and upgrades provided from time to time and at CITITECH's sole discretion correct errors or extend software functionality. Updates and upgrades are included as part of software maintenance and in no way suggests a software rental or lease agreement exists.

Software maintenance and support includes free telephone support, web-based training and Internet support during normal business hours.

II. EXCLUSIONS

Software maintenance does not include hardware operating systems and other system software, Client-developed software, third-party software (except any third party software embedded in the Licensed Software) or database triggers, views or other processes (unless these were custom developed as part of a written agreement and subject to maintenance support and fees).

III. DESCRIPTION OF MAINTENANCE SERVICES

A. Support Services. During the term of this Agreement, CITITECH will provide the services described herein so as to maintain the Licensed Software in good working order, keeping it free from material defects so that the Licensed Software shall function properly and in accordance with the accepted level of performance as set forth in the License Agreement.

(1) Service Response. CITITECH will make available to Client a toll-free telephone number (the "Support Center HOTLINE") for Client to call requesting service of the Licensed Software. The Support Center HOTLINE operates during business hours, 8:00 a.m. to 5:00 p.m., Mountain Time, Monday through Friday, excluding legal holidays. Support can also be requested from the CITITECH website or by email. The HOTLINE can also be used to notify CITITECH of problems associated with the Licensed Software and related documentation.

B. Remedial Support. Upon receipt by CITITECH of notice from Client through the Support Center HOTLINE of an error, defect, malfunction or nonconformity in the Licensed Software, CITITECH shall respond as provided below:

Severity 1: Produces an emergency situation in which the Licensed Software is inoperable, produces incorrect results, or fails catastrophically.

RESPONSE: CITITECH will provide a response by a qualified member of its staff to begin to diagnose and to correct a Severity 1 problem as soon as reasonably possible, usually on the first call, but in any event a response via telephone will be provided within one (1) hour.

CITITECH will continue to provide best efforts to resolve Severity 1 problems in less than forty-eight (48) hours. The resolution will be delivered to Client as a work-around or as an emergency software fix. Except in extreme cases, the fix will be included in the monthly update. If CITITECH delivers an acceptable work-around, the severity classification will drop to a Severity 2.

Severity 2: Produces a detrimental situation in which performance (throughput or response) of the Licensed Software degrades substantially under reasonable loads, such that there is a severe impact on use; the Licensed Software is usable, but materially incomplete; one or more mainline functions or commands is inoperable; or the use is otherwise significantly impacted.

RESPONSE: CITITECH will provide a response by a qualified member of its staff to begin to diagnose and to correct a Severity 2 problem as soon as reasonable possible, usually on the first call, but in any event a response via telephone will be provided within four (4) hours. CITITECH will exercise best efforts to resolve Severity 2 problems within five (5) days. The resolution will be delivered to Client in the same format and method as Severity 1 problems.

If CITITECH delivers an acceptable work-around for a Severity 2 problem, the severity classification will drop to a Severity 3.

Severity 3: Produces an inconvenient situation in which the Licensed Software is usable, but does not provide a function in the most convenient or expeditious manner, and the user suffers little or no significant impact.

RESPONSE: CITITECH will exercise best efforts to resolve Severity 3 problems in the next major maintenance release.

Severity 4: Produces a noticeable situation in which the use is affected in some way which is reasonably correctable by a documentation change or by a future, regular release from CITITECH.

RESPONSE: CITITECH will provide, as agreed by the parties, a fix or fixes for Severity 4 problems in future maintenance releases.

C. Maintenance Services. During the term of this Agreement, CITITECH will maintain the Licensed Software by providing software updates and enhancements to Client as the same are offered by CITITECH to its licensees of the Licensed Software under maintenance generally ("Updates"). All software updates and enhancements provided to Client by CITITECH pursuant to the terms of this Agreement shall be subject to the terms and conditions of the License Agreement between the parties. Updates will be provided on an as-available basis and include the items listed below:

- (1) Bug fixes;
- (2) Enhancements to Licensed Software provided by CITITECH to keep current with changes in user requirements or as CITITECH makes enhancements;
- (3) Enhancements to keep current with the current hardware vendor's OS releases, as available from CITITECH, provided that the current hardware vendor's OS release is both binary and source-compatible with the OS release currently supported by CITITECH; and
- (4) Performance enhancements to Licensed Software.
- (5) Updates do not include:
 - (a) Platform extensions including product extensions to (i) different hardware platforms;
 - (ii) different windowing system platforms; (iii) different operating system platforms.

Updates will be provided in machine-readable format. All such deliveries shall be via the Internet as a web update. If requested, CITITECH will provide on-site assistance in the installation of Updates on a time and materials basis, plus expenses.

CITITECH will provide support services for current release and the last previous release. CITITECH shall have no further responsibility for supporting and maintaining releases prior to the last previous release.

CITITECH assumes no responsibility for the correctness of, performance of, or any resulting incompatibilities with, current or future releases of the Licensed Software if the Client has made changes to the system hardware/software configuration or modifications to any supplied source code which changes effect the performance of the Licensed Software and were made without prior notification and written approval by CITITECH. CITITECH assumes no responsibility for the operation or performance of any Client-written or third-party application.

D. Services Not Included. Maintenance Services do not include any of the following: (1) custom programming services; (2) on-site support, including installation of hardware or software; (3) support of any software not Licensed Software; (4) training; (5) out-of-pocket and reasonable expenses, including

#11.

hardware and related supplies; or (6) any other activity set forth in Articles IV through VI of this Agreement.

IV. ON-SITE SUPPORT

As requested by Client, and upon reasonable notice and approval by CITITECH, CITITECH shall provide personnel at any of the Licensed Sites on a time and material basis.

V. PER CALL SUPPORT

Visits by CITITECH engineers to the Licensed Sites can be provided for non-maintenance related activities to supplement the services provided under this Agreement. Tasks performed under Per Call Support include, but are not limited to training, and consulting for non-CITITECH applications. At any time, Client may request Per Call Support. All requests will be documented by a purchase order from Client to CITITECH and response by CITITECH will be on a best efforts basis. The minimum call duration is two (2) hours. Client will be billed for labor, including travel time, plus reasonable expenses required for the performance of the requested service.

VI. ACCESS

Software Maintenance is conditioned upon provision by Client to CITITECH of reasonable appropriate access to the system(s) running the Licensed Software, including, but not limited to, passwords, system data, file transfer capabilities, and remote log-in-capabilities. CITITECH will maintain security of the system and use such access only for the purposes of this Agreement and will comply with Client's standard security procedures. Information accessed by CITITECH agents or employees as a result of accessing Client's system shall be deemed confidential information pursuant to the terms of the Software License Agreement executed concurrently between the parties hereto.

Client shall also use commercially reasonable efforts to provide an active voice telephone line at each site which is available continuously when required for support access.

VII. FEES

A. Maintenance Fees. Fees for Software Maintenance and Support are computed at 20% of the total license fee and, if desired by the CLIENT, custom development fees for interfaces, configuration/customization or processes.

This fee will be adjusted at each anniversary date of this Agreement to the then current pricing. Should additional modules or concurrent users be licensed and installed at the Licensed Site(s), the fee will be adjusted to reflect the additional modules/users

B. Expenses. Client agrees to reimburse CITITECH for reasonable expenses related to the performance of services. Expenses may include, but are not limited to, charges for materials, freight, travel (including lodging and associated expenses), printing and documentation, and other out-of-pocket expenses reasonably required for performance.

VIII. PAYMENT

A. Maintenance and support fees will be invoiced annually, thirty (30) days in advance of the annual maintenance period.

B. The charges for time and materials services and any expenses as described in this Agreement will be invoiced each month for charges (services, material and expenses) incurred in the previous month.

C. All undisputed invoices shall be due and payable within thirty (30) days of the date of the invoice. A service charge of 1.5% per month will be applied to all invoices which are past due. Such charges shall apply from the date Client is notified that the amount is past due.

IX. EXCLUSION OF LIABILITY

CITITECH MAKES AND CLIENT RECEIVES NO WARRANTY EXPRESS OR IMPLIED AND THERE IS EXPRESSLY EXCLUDED ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CLIENT ACKNOWLEDGES AND AGREES THAT THE MAINTENANCE FEES AND OTHER CHARGES WHICH CITITECH IS CHARGING UNDER THIS AGREEMENT DO NOT INCLUDE ANY CONSIDERATION FOR ASSUMPTION BY CITITECH OF THE RISK OF CLIENT'S CONSEQUENTIAL OR INCIDENTAL DAMAGES OR OF UNLIMITED DIRECT DAMAGES. ACCORDINGLY, CITITECH SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT FOR CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT IN THE CASE OF GROSS NEGLIGENCE OR WILFUL MISCONDUCT, IN NO EVENT SHALL CITITECH BE LIABLE HEREUNDER TO CLIENT FOR CUMULATIVE DIRECT DAMAGES IN ANY AMOUNT GREATER THAN THAT PAID BY CLIENT TO CITITECH UNDER THIS AGREEMENT AS A MAINTENANCE FEE FOR THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE ACCRUAL OF THE CAUSE OF ACTION.

X. TAXES

Client shall, in addition to the other amounts payable under this Agreement, pay all sales and other taxes, national, state, or otherwise, however designated, which are levied or imposed by reason of transactions contemplated by this Agreement, except those which arise as a result of income, including withholding taxes or similar deductions. Without limiting the foregoing, Client shall promptly pay to CITITECH an amount equal to any such items actually paid, or required to be collected or paid by CITITECH.

XI. GENERAL

A. Each party acknowledges that it is bound by the terms of this Agreement and further agrees that it is the complete and exclusive statement of the Agreement between the parties, which supersedes and merges all prior proposals, understandings and all other Agreement with respect to software maintenance, oral and written, between the parties relating to this Agreement. This Agreement may not be modified or altered except by a written instrument duly executed by both parties.

B. This Agreement and performance hereunder shall be governed by and construed in accordance with the laws of the State of South Dakota.

C. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

D. Neither party may assign, without the prior written consent of the other, its rights, duties or obligations under this Agreement to any other person or entity, in whole or in part.

E. The waiver or failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.

F. This Agreement shall be binding upon and inure to the benefit of the parties' respective successors and permitted assigns. Neither party may assign this Agreement and/or any of its rights and/or obligations hereunder without the prior written consent of the other party and any such attempted assignment shall be void, except that either party may assign this Agreement and/or any of its rights and/or obligations hereunder, upon written notice to the other party to another entity in the event of that party's merger or consolidation with another entity, without the consent of the other party, provided that the assignee is capable of fulfilling and intends to fulfill the obligations of the assigning party under this Agreement. Each party may terminate this Agreement in case there is a change of control of the other party, but shall not be entitled to any refund whatsoever and all amounts owing shall be immediately paid.

XII. TERM AND TERMINATION

The term of this Agreement shall be annual. Software Maintenance service shall commence upon the expiration of the Warranty Period set forth in the License Agreement and shall remain in effect on a year-to-year basis until terminated (i) by Client in the event the Licensed Software is taken out of service and upon sixty (60) days' notice to CITITECH; (ii) by either party upon sixty (60) days' notice prior to the expiration of the term; (iii) by either party upon a default of the other party, such default remaining uncured for thirty (30) days from the date of written notice from the non-defaulting party to the other specifying such default; (iv) upon the bankruptcy or insolvency of CITITECH; or (v) the License Agreement is terminated.

IN WITNESS WHEREOF, each party has caused a counterpart of the original of this Agreement to be executed as of the date first written above by its duly authorized representative.

Insert Client Name

CITITECH SYSTEMS, INC.

Signed: _____

Signed: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



P.O. Box 7626
RAPID CITY, SD 57709
(605) 348-5069
WWW.CITITECH.COM
CORPORATE@CITITECH.COM

CitiTech Management Software Program License Agreement

Copyright © 2012 CitiTech Systems, Inc., ALL RIGHTS RESERVED

CitiTech Management Software ("PROGRAM") is licensed, not sold. CitiTech Systems, Inc. grants you a perpetual, non-exclusive license to use the software in a single- or multi-user environment, depending on the type of license acquired. Multi-user licenses are granted for the Basic System and optional modules. It is a violation of this agreement to use the "PROGRAM" with more than the authorized number of users.

The term "PROGRAM" means the original and all whole or partial copies of the software, the documentation or other supporting materials, including modified copies or portions merged into the program. CitiTech Systems, Inc. retains title and all rights to the "PROGRAM". CitiTech Systems, Inc. owns, or has licensed from the owner, copyrights in the "PROGRAM".

You are responsible for the selection of the "PROGRAM" and for the installation of, use of, and results obtained from, the "PROGRAM". CitiTech Systems, Inc. warrants that the "PROGRAM" will operate according to published specifications, but makes no warranty or representation as to the merchantability or fitness of use for a particular purpose.

1. License

Under this license, you may:

- 1) use the Program on only one machine or one network, depending license granted.
- 2) copy the Program for backup or archive purposes.
- 3) transfer your license to the Program to another party with the prior written permission of CitiTech Systems, Inc.

If you transfer the Program to another party, you must destroy all copies of the Program from your computer system, notify CitiTech Systems, Inc. of your intent to transfer the software, transfer a copy of this license to the other party, and provide the other party with all documentation or support materials. Your license is then terminated and the other party agrees to these terms and conditions by its first use of the program.

Under this license, you may not:

- 1) reproduce or duplicate the Program in any form, other than for backup or archive purposes specified above.
- 2) reverse engineer or reverse compile the Program or modify the software in any way.
- 3) sublicense, rent, lease or assign the Program.

CITITECH SYSTEMS

2. Limited Warranty

CitiTech Systems, Inc. provides a limited warranty on the workmanship of the Program and this warranty is in lieu of all other warranties or conditions, expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Some jurisdictions do not allow exclusion of implied warranties, so the above exclusion may not apply to you.

CitiTech Systems, Inc. warrants the software to be free, or made to be free, of defects for a period of six months from the date of purchase. In the event the software fails to meet published specifications, your sole recourse and remedy and CitiTech's sole liability will be full refund of the purchase price, less any associated costs. CitiTech Systems, Inc. will not be liable for any consequential, incidental or other damages.

In the event of a warranty claim, CitiTech Systems, Inc. will, at its option, a) replace defective media, b) make a warranted Program operate or replace the Program with a functionally equivalent Program, as warranted, or c) refund the purchase price if within the initial six month period. In the event of refund, your license is terminated and all copies of the Program and documentation will be returned to CitiTech Systems Inc.

3. General

The Program is protected by United States and foreign copyrights with all rights reserved by CitiTech Systems, Inc. Unauthorized use of protected software is a serious offense and could result in criminal and civil action. This license is governed by the laws of the State of South Dakota and all actions will take place within its jurisdiction.

If you have questions regarding this license agreement or require technical assistance in operating it, please contact us at:

CitiTech Systems, Inc.
P. O. Box 7626
Rapid City, SD (USA) 57709-7626

Phone: (605) 348-5069
Fax: (605) 348-0388

RESOLUTION SIGN-OFF FORM

DEPARTMENT: City Management

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO SOFTWARE PROGRAM LICENSE AND MAINTENANCE AGREEMENTS WITH CITITECH SYSTEMS, INC. FOR ADDITIONAL SOFTWARE LICENSE AND ANNUAL MAINTENANCE

G. Harold Duffey
DEPARTMENT MANAGER’S SIGNATURE

11/28/2012 6:38:13 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

1/3/2013 3:46:00 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

1/3/2013 4:06:45 PM
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.

