

NOTICE

COMPTON CITY COUNCIL AGENDA Tuesday, February 05, 2013 5:45 PM

HEARING(S)

**5:50 P.M. - PUBLIC HEARING - FEE FOR COLLECTION OF DELINQUENT
PENALTY PAYMENTS (Item #17)**

OPENING

ROLL CALL

INTRODUCTION OF SPECIAL GUESTS

1. Mr. Mike Harriel, Public Affairs Manager for Southern California Edison

COMMENDATORY RESOLUTIONS/PRESENTATIONS

2. **2012 HOME HOLIDAY DECORATION CONTEST** - Block Club Commission
3. **ORAL PRESENTATION** - Captain Diane Walker, Sheriff's Department

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

CONSENT AGENDA

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

APPROVAL OF MINUTES

4. JANUARY 15, 2013
JANUARY 16, 2013

REPORTS OF OFFICERS AND COMMISSIONS

COMPTON CAREERLINK

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A MASTER AGREEMENT WITH THE COMMUNITY AND SENIOR SERVICES OF LOS ANGELES COUNTY FOR YOUTH PROGRAM SERVICES

CITY ATTORNEY

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO APPROPRIATE INSURANCE REIMBURSEMENT FUNDS IN THE AMOUNT OF \$100,000 FROM THE GENERAL LIABILITY FUND TO THE CITY ATTORNEY'S OFFICE LIABILITY ACCOUNT FOR PAYMENT OF REDISTRICTING CONSULTANTS AND OTHER LEGAL MATTERS

PUBLIC WORKS-ENGINEERING

7. 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 DEPARTMENT
8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING A REDUCTION IN THE FIXED ROUTE PARATRANSIT FARES FOR SENIORS RIDING THE COMPTON RENAISSANCE TRANSIT SYSTEM

WATER DEPARTMENT

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER TO CINTAS CORPORATION FOR UNIFORM SERVICES
10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO TELECHECK SERVICES, INC. TO PAY FEES FOR PROCESSING CHECKS THROUGH THE INTERACTIVE VOICE RESPONSE SYSTEM (IVR)

END CONSENT AGENDA

REGULAR AGENDA

REPORTS OF OFFICERS, BOARDS, COMMISSIONS AND COMMITTEES

CITY MANAGER'S REPORT

11. REQUEST TO SCHEDULE A PUBLIC HEARING TO CONSIDER A SUBSTANTIAL AMENDMENT TO THE CITY OF COMPTON'S FISCAL YEAR 2010-2011 ANNUAL ACTION PLAN TO EXPAND THE TARGET AREA FOR THE NEIGHBORHOOD STABILIZATION PROGRAM 3 (NSP3) - (February 26, 2013 at 6:00 p.m.)

CLOSED SESSION

12. THREAT TO PUBLIC SERVICES OR FACILITIES

Consultation with: Los Angeles County Sheriff's Department, Compton
Station - Captain Diane Walker
Pursuant to California Government Code Section 54957

CITY ATTORNEY'S REPORTS

13. CLAIM AGAINST THE CITY:

Alexander Harris v. City of Compton - I-8551/LI0000237A
(Application for leave to present a late claim)

CLOSED SESSION

14. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Hartford vs. City of Compton, Case No. CV12-04357
Pursuant to California Government Code Section 54956.9(a)

UNFINISHED BUSINESS

NEW BUSINESS

15. 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 VERACITY WIRELESS, INC. DBA FIELDLOGIX FOR GPS SERVICES FOR CITY VEHICLES
16. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE MARTIN LUTHER KING JR. TRANSIT CENTER EXPANSION PROJECT AS COMPLETE, AUTHORIZING THE CITY CLERK TO EXECUTE A NOTICE OF COMPLETION AND TO RECORD THE NOTICE OF COMPLETION WITH THE LOS ANGELES COUNTY RECORDER'S OFFICE PURSUANT TO CIVIL CODE SECTION 9204

17. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING CHAPTER XII OF THE COMPTON MUNICIPAL CODE BY ADDING SECTION 12-6.2 (FEE FOR COLLECTION OF DELINQUENT PENALTY PAYMENTS) First Reading

APPROVAL OF WARRANTS

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: Tuesday, February 12, 2013 @ 5:45 PM.

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JANUARY 15, 2013

The City Council meeting was called to order at 6:10 p.m. in the Council Chambers of City Hall by Chairperson 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

1. **CHRISTMAS PARADE AWARD PRESENTATION - Chamber of Commerce -**
(Presentation made prior to council meeting)
2. **PROCLAMATION - (Council Member Jones) VOLUNTEER INCOME TAX ASSISTANCE PROGRAM/EARNED INCOME TAX CREDIT** (Presentation made)
3. **SLIDESHOW RECOGNITION PRESENTATION - (Council Member Zurita)**
Emanuel Caesar 1st African American Marine (Presentation made)

PUBLIC COMMENTS ON AGENDA AND NON-AGENDA ITEMS

Minnie Jones, Compton resident, remarked that she was encouraged to hear that the Sheriff's matter was being litigated, but that it did not sound like what they heard in December 2012. She also mentioned that they were aware that most of the elected officials had donors to help them in the upcoming election and they have decided they would go to the people to illicit change in the same manner that President Obama did.

Lestean Johnson, President of the Compton Chamber of Commerce, thanked the City Council and local business owners for their support of the Compton Christmas parade.

Benjamin Holifield, Compton resident, remarked that he doubts the Martin Luther King Jr. Transit Center and local parks are adequately being addressed. He reminded the council that history is about to be made and mentioned helping former mayor Douglas Dollarhide make changes on the dais. He suggested the establishment of a local newspaper and photographer to market the community and document proclamations, and further requested that monthly financial reports be publicized on behalf of the people.

Joyce Kelly, Compton resident, petitioned the members of council to consult with other cities regarding their methods of addressing homelessness. She asserted that the streets are pathetic and urged elected officials to at least try to ensure that contractors are doing a decent job. She requested the status of both the Alondra Regional Park and Raymond Street Park, and went on to concede that 80% of the residents in the City of Compton are Latino, but questioned how many are eligible to vote.

Neil Holmes, program consultant for the Los Angeles Clippers, announced the Compton Unified School District "Spring Break Youth Clinic" to be held from April 1-3, 2013. Mr. Holmes reported that this would be the first ever Los Angeles County basketball clinic to be hosted in the City of Compton, which will include a life skills program consisting of education, healthy lifestyles, etc. Mr. Holmes also mentioned that there would be marketing opportunities for the City to advertise to the Los Angeles County community, and noted that he was hopeful that they would be working with the City and Parks and Recreation.

Lynn Boone, Compton resident, maintained that she would verify with the state of California on whether or not, the city attorney could expend funds from the re-election committee without being certified. She questioned when the assistant city manager became the interim director of human resources and petitioned the City Council to vote no on Items Fifteen and Sixteen.

CONSENT AGENDA

ITEMS REMOVED FROM CONSENT AGENDA - Items Four and Nine were removed from the Consent Agenda.

On motion by Zurita, seconded by Dobson, 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 - There were no minutes to be approved.

COMPTON CAREERLINK

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING A LEASE AGREEMENT BETWEEN THE CITY OF COMPTON AND SOUTHLAND BUSINESS DEVELOPMENT PARTNERSHIP FOR FISCAL YEAR 2012-2013 **(Resolution # 23,678)**
6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING A LEASE AGREEMENT BETWEEN THE CITY OF COMPTON AND COMPTON UNIFIED SCHOOL DISTRICT'S (CUSD) REGIONAL OCCUPATIONAL PROGRAM (ROP) / CAREER TECHNICAL EDUCATION (CTE) FOR FISCAL YEAR 2012-2013 **(Resolution # 23,679)**

CITY CONTROLLER

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO RENEW THE CONTRACT WITH AUTOMATIC DATA PROCESSING, INC. (ADP) FOR HUMAN RESOURCE AND PAYROLL PROCESSING SOFTWARE AND SERVICES **(Resolution # 23,680)**

CITY FIRE DEPARTMENT

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ESTABLISH A PURCHASE ORDER WITH GRAINGER FOR SUPPLIES NEEDED FOR MAINTENANCE OF FIRE STATIONS AND OTHER EQUIPMENT **(Resolution # 23,681)**

CITY MANAGER

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ELECTING TO BE SUBJECT TO THE PUBLIC EMPLOYEES MEDICAL AND HOSPITAL ACT AND FIXING THE EMPLOYER'S CONTRIBUTION AT AN AMOUNT GREATER THAN PRESCRIBED BY SECTION 22892 OF THE CALIFORNIA GOVERNMENT CODE **(Resolution # 23,682)**

ITEMS REMOVED FROM CONSENT AGENDA

CITY MANAGER/CITY ATTORNEY/CITY TREASURER REPORTS

4. INVESTMENT REPORT - November 2012 **(Received/Filed)**

Mayor Perrodin asked the city manager to speak to his previous comments regarding the late payment fees charged by Bank of the West.

City Manager Duffey remarked that Bank of the West is unwilling to forgive the late payment fees charged to the City.

Mayor Perrodin asked the city attorney if the City Council has the ability to select the City's banking institution.

Craig Cornwell, City Attorney, replied affirmatively.

Mayor Perrodin expressed a concern for Bank of the West' unwillingness to waive a \$2,000 late payment charge considering their thirteen year relationship and \$20 million balance.

City Treasurer Sanders remarked that the City was late making their payments.

Mayor Perrodin recounted that banks are in the business of making money and suggested that maybe the City consider going with Wells Fargo Bank.

Councilperson Zurita asked the city treasurer if the City has a history of being late. City Treasurer Sanders replied affirmatively.

City Treasurer Sanders also mentioned that the City has never been charged for any banking fees for the last thirteen years on thirty accounts. The City receives free banking and Bank of the West charges an analysis fee that does not get charged hard dollar costs, because the city maintains a certain balance.

City Treasurer Sanders cited that in addition to that, over the course of a year, Wells Fargo handles close to \$24 million because the average payroll is \$900,000 every other week.

Mayor Perrodin recommended the City go out to bid to get the best service.

City Treasurer Sanders reiterated that the City did not keep its obligations and it was not the first time. Mr. Sanders added that they have handled quite a few matters that the City has had problems with, which is say that \$2,000 is not enough to suggest that the City go elsewhere.

On motion by Dobson, seconded by Arceneaux, the investment 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 FIRE DEPARTMENT

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING A PURCHASE ORDER WITH PRAXAIR DISTRIBUTION INC. FOR
THE PURCHASE OF MEDICAL OXYGEN AND RELATED SUPPLIES FOR THE
FIRE DEPARTMENT

Mayor Perrodin conceded that this item was pulled to make a point with Item Number Four and argued that it is not known if their bid is competitive or not.

On motion by Arceneaux, seconded by Dobson, **Resolution # 23,683** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING A PURCHASE ORDER WITH PRAXAIR DISTRIBUTION INC. FOR THE PURCHASE OF MEDICAL OXYGEN AND RELATED SUPPLIES FOR THE FIRE DEPARTMENT**" 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

END CONSENT AGENDA

REGULAR AGENDA

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

#4.

CITY ATTORNEY'S REPORTS

11. **ORAL REPORT** - Javon A. Payton (Presentation made)

CLOSED SESSION

12. **CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**
Davis v. City of Compton, LASC Case No. BS141248
Hartford v. City of Compton, Case No. CV12-04357
Pursuant to California Government Code Section 54956.9(a)
13. **CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION**
One (1) Potential Case
Pursuant to California Government Code Section 54956.9(b)
14. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
Title: City Controller
Pursuant to California Government Code Section 54957

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

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

NOES: Council Members - None

ABSENT: Council Members - None

UNFINISHED BUSINESS- There was no Unfinished Business.

NEW BUSINESS

15. **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**

On motion by Zurita, seconded by Arceneaux, **Resolution # 23,684** entitled "**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**" was approved, by the following vote on roll call:

AYES: Council Members - Zurita, Arceneaux, Jones

NOES: Council Members - Dobson, Perrodin

ABSENT: Council Members - None

16. **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE 2012-2013 FISCAL YEAR BUDGET TO ADD ONE (1) ADMINISTRATIVE ANALYST II POSITION AND MODIFY CLASSIFICATION TITLES AND EXECUTE A SIDE LETTER AGREEMENT BETWEEN SEIU LOCAL 721 MAINTENANCE AND TRADES UNIT TO ADJUST THE SALARIES OF POSITIONS IN THE PUBLIC WORKS AND MUNICIPAL UTILITIES DEPARTMENT (REAGENDAD TO INCLUDE MODIFICATIONS)**

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

Mayor Perrodin maintained that he could not, in good conscious, support the resolution the way it is currently written, suggesting that the items be divided and voted on separately. The Mayor also remarked that the City had only one utility department.

City Manager Duffey commented that trash is a part of the water department and that the City issued a franchise agreement.

Councilperson Zurita stated that she recalls the previous trash hauler paying franchise fees under the previous mayor.

Mayor Perrodin notified Councilperson Zurita that, this is the same person who owes the City millions of dollars.

Councilperson Arceneaux asked the city manager to explain how the franchise agreement relates to the water department.

City Manager Duffey stated that when a city issues a franchise agreement they are authorizing someone to provide the service on their behalf.

Mayor Perrodin asked the city attorney to verify whether or not, Pacific Coast Waste & Recycling is a separate company.

City Attorney Cornwell remarked that Pacific Coast Waste & Recycling is a separate company.

Mayor Perrodin called for the motion.

City Attorney Cornwell notified council that they have the ability to amend the current motion.

Councilperson Dobson indicated that she did not see any salary information for deputy director of public works and municipal utilities. City Manager Duffey reported that salaries for the new positions are equal to the existing positions within the budget, i.e., deputy director of public works, deputy director of public works and municipal utilities.

Councilperson Dobson questioned the benefits of this merger and why a person with D4 certification would hold a lower position than the director of public works.

City Manager Duffey explained that in accordance to the City Charter, the director of public works is the responsible party for all infrastructures in the City of Compton, even though historically, the water department has been a separate entity from the public works department. The director of public works is a certified engineer with a degree; the water general manager is required to have a D4 certification and high school diploma. Therefore, by merging the two departments, the director of public works and municipal utilities will be the engineer of record on site to ensure that all infrastructure lives up to the standards of the City, whereas the deputy director of public works and municipal utilities (water general manager) will work for the director of public works.

Councilperson Dobson maintained that it would be more beneficial to the City that the position of deputy director of public works and municipal utilities be the director of the water department.

Councilperson Zurita stated that after several meetings with the city manager concerning these issues, she understood the advantage of having one department director that has the ability to oversee major water infrastructure projects. Ms. Zurita also commented that just because something has always been done, does not mean it is right; therefore she supports staff's recommendation.

Councilperson Dobson acknowledged Councilperson Zurita's observations and remarked that she did not see any monetary benefits for the City.

City Manager Duffey notified Councilperson Dobson that there are a number of D4 operators throughout the state of California who are not department heads.

Councilperson Dobson proposed that the director of the water department be responsible for public works, if possible.

City Manager Duffey stated that it is his recommendation that council move forward with the merger of public works and the water department.

#4.

Councilperson Arceneaux proposed that the departments be separated as they were before; if it is the desire of this City Council. She stated that she believed the merger to be an excellent suggestion; but with the council split on this decision, she is prepared to change her vote, if necessary.

Councilperson Zurita asked the City Council to take into consideration that the way it was before, does not work. She further added that it is time that changes be made in order to move the City forward. .

Councilperson Dobson maintained that she did not see any benefits of having the director of public works over a person in the water department with D4 certification.

City Manager Duffey disclosed that the City does not have a director of public works as of Monday, January 14, 2013. The water director retired, so therefore in order for him to move the City forward the City Council needs to move forward with this recommendation so he can go out and recruit for those positions. He guaranteed the City Council and the citizens of Compton that if these positions are filled, they will see results. Since there is no long-term department head staff in place, it is difficult for him to set long-term strategies.

Councilperson Arceneaux suggested modifications to the resolution so that trees can be trimmed and streets resurfaced with the funds that are available.

Councilperson Dobson remarked that the City could not access Measure "R" funds until they acquire someone with D4 certification, and her proposal is that this person become the director of the water department. City Manager Duffey commented that D4 certification is in no way related to accessing Measure "R" funds.

Mayor Perrodin commended Councilperson Arceneaux for reaching across the aisle to move the City forward. The city manager knew when he was hired by the City of Compton that he wanted to merge the two departments, so therefore, he should have instructed the director of human resources, to recruit for a water department general manager and director of public works, in the event that council did not accept his proposal.

Mayor Perrodin conceded that he did not agree with the city manager's proposal to merge the public works and water department because 1) the water department generates revenue for the City, and 2) it is equivalent to merging the police department and fire department.

Councilperson Zurita maintained her position and stated that if other politicians would stand firm in their beliefs, cities would be a lot further than they are now. She remarked that it is important for qualified people to be in management positions to execute the policy and procedures of the City.

Councilperson Arceneaux requested the city manager's plans to addressing tree trimming and other pending projects that the City has funds readily available. City Manager Duffey indicated that he would recruit for an interim director of public works, and then consult with the city attorney to recruit for an interim water department general manager.

Councilperson Arceneaux asked the city manager what he was going to do to address urgent needs like tree trimming and street repair. City Manager Duffey answered that he could call the public works' field crew person to examine and fill the pothole.

Councilperson Arceneaux asked the city attorney if the City could legally reach out to other cities to have someone come into the departments and administer the programs. City Attorney Cornwell replied affirmatively.

Councilperson Zurita suggested that the item be removed.

Councilperson Jones stated that it seems to him that the most crucial issue they have is to address staffing and maintained that they need to work within the parameters that they can at this time.

Councilperson Arceneaux asked Councilperson Jones if he would be willing to go back and withdraw his decision. Councilperson Jones remarked that he agrees with Councilperson Arceneaux in that this council needs to try to work together to solve the City's problems.

Councilperson Zurita maintained that she believes the council needs to work together also, to either approve or remove this item.

City Attorney Cornwell stated that currently there is a motion on the floor and if there is any aspect of the resolution that council's willing to move forward on a four-vote basis, they can amend the current motion.

City Clerk Godwin remarked that the item was moved by Zurita and seconded by Arceneaux.

Councilperson Arceneaux requested that the resolution be amended to exclude the merger and asked the city attorney to provide the language.

City Attorney Cornwell stated that the best method to amend the resolution is to go by the letters in the summary.

Councilperson Arceneaux made a motion to exclude the merger from the resolution.

Councilperson Zurita stated that there is a motion on the floor. Councilperson Arceneaux stated that she withdraws her motion.

City Attorney Cornell clarified that the motion on the floor is being amended.

Mayor Perrodin asked the city attorney if Councilperson Zurita has to withdraw her motion first.

City Attorney Cornwell replied that Councilperson Zurita's motion can be amended by other council members.

City Attorney Cornwell requested a moment to review the resolution.

Mayor Perrodin questioned what the issue is, because the City is currently operating in a budget where the two departments are separate, therefore, the city can essentially hire a director for each of those departments.

Councilperson Arceneaux mentioned that a resolution was passed merging both departments together.

Mayor Perrodin cited that the funding source and amendments did not pass, so technically the City is working under the current budget which says separate water department, separate public works department. The Mayor went on to reaffirm that the city manager should have been recruiting for those two directors until he was able to get his resolution passed.

City Manager Duffey maintained that he has been recruiting for those positions all this time.

Mayor Perrodin remarked that he had not seen any recruitment flyers go out regarding those positions.

City Manager Duffey asked the Mayor if the department merger fused those budgets together.

Mayor Perrodin responded that there was no budget amendment and until a budget amendment is passed, the City is still operating under the current budget.

Mayor Perrodin stated that he believed the city manager was being stubborn by not acquiescing to the council's willingness to compromise and hire a public works director and water department director. The Mayor also noted that the city manager should have began recruiting for those positions from day one when he recognized that there was no one in charge of two of the City's major departments.

#4.

City Manager Duffey asked the city attorney to clarify whether or not, the City is operating with two departments and what impact did the ordinance to merge the two have on the City.

Mayor Perrodin conceded that the two departments are merged and advised the city manager to submit to the majority of the council's desires.

City Manager Duffey stated that he wanted clarity from the city attorney.

Councilperson Zurita announced that she is leaving the meeting and will not withdraw her motion.

***Councilperson Zurita out at 8:17 p.m.**

Mayor Perrodin called for a vote on the motion.

Councilperson Arceneaux withdrew her motion and requested that the item be brought back because she knows that it will not pass.

17. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON, CALIFORNIA, ORDERING THE SUBMISSION TO THE QUALIFIED ELECTORS OF THE CITY OF COMPTON A CERTAIN MEASURE RELATING TO LAW ENFORCEMENT SERVICES AT THE PRIMARY NOMINATING ELECTION TO BE HELD ON TUESDAY, APRIL 16, 2013 AS CALLED BY ORDINANCE NO. 2236 (Held after closed session)

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

COUNCIL COMMENTS

Councilperson Arceneaux stated that she had the opportunity to attend the home going celebration for Olivia Basil last Sunday and requested that the meeting be adjourned in her memory. Ms. Arceneaux also announced Dr. Sykes' home going celebration to be held on Saturday, January 19, 2013 in the council chambers at 3 p.m. Dr. Jones will be on program.

Councilperson Arceneaux acknowledged the accomplishments of Javon A. Paton and requested that the meeting be adjourned in the memory of Hue Hauser.

Councilperson Jones encouraged the citizens to take advantage of the free income tax preparations offered by Jerome A. Horton, Chairman of the California State Board of Equalization on Saturday, February 23, 2013 from 10 a.m. to 3 p.m. at California State University Dominguez Hills.

Councilperson Jones announced that he would be hosting the Dollarhide Neighborhood Center's Black History Month program to be held on Friday, February 22, 2013 from 10 a.m. to 2 p.m.

Councilperson Dobson requested that the meeting be adjourned in the memory of Compton resident Henry Thomas.

Mayor Perrodin invited the community to attend the Urban Baseball Academy's Re-enactment of the Negro Baseball League games to be held on Sunday, February 10, 2013 at 2 p.m. The Mayor also announced that February 23, 2013 would be the 20th anniversary of the assassination of Compton police officers Kevin Burrell and James McDonald. .

The meeting was recessed to closed session at 8:29 p.m. and reconvened at 10:23 p.m.

ROLL CALL

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

REPORT OUT OF CLOSED SESSION

Craig Cornwell, City Attorney, reported the following:

Davis v. City of Compton, LASC Case No. BS141248 - No Action Taken.

Hartford v. City of Compton, Case No. CV12-04357 - City Council unanimously approved to settle this matter within the parameters discussed.

One (1) Potential Case - City Council unanimously gave approval for the City Attorney's Office and the law offices of Richards Watson and Gershon to pursue a Writ of Mandate Petition against the County of Los Angeles requesting reimbursement of Property Tax Administration Fees incorrectly charged to the City.

Public Employee Performance Evaluation - No action Taken.

17. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON, CALIFORNIA, ORDERING THE SUBMISSION TO THE QUALIFIED ELECTORS OF THE CITY OF COMPTON A CERTAIN MEASURE RELATING TO LAW ENFORCEMENT SERVICES AT THE PRIMARY NOMINATING ELECTION TO BE HELD ON TUESDAY, APRIL 16, 2013 AS CALLED BY ORDINANCE NO. 2236
(Held over to Wednesday, January 16, 2013 at 5:30 p.m.)

ADJOURNMENT

On motion by Dobson, seconded by Jones, the City Council meeting was recessed to Wednesday, January 16, 2013 at 5:30 p.m. in the memory of **Olivia Basil, Hue Hauser** and **Henry Thomas**, 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 16, 2013

The recessed City Council meeting of January 15, 2013 was reconvened at 5:41 p.m. in the Council Chambers of City Hall by Mayor Pro-Tem Lillie Dobson.

ROLL CALL

Council Members Present: Zurita, Arceneaux, Jones, Dobson

Council Members Absent: Perrodin

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

PUBLIC COMMENTS ON AGENDA AND NON-AGENDA ITEMS - There were no public comments on agenda and non-agenda items.

APPROVAL OF MINUTES - There were no minutes to be approved.

UNFINISHED BUSINESS - There was no Unfinished Business.

NEW BUSINESS

17. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON, CALIFORNIA, ORDERING THE SUBMISSION TO THE QUALIFIED ELECTORS OF THE CITY OF COMPTON A CERTAIN MEASURE RELATING TO LAW ENFORCEMENT SERVICES AT THE PRIMARY NOMINATING ELECTION TO BE HELD ON TUESDAY, APRIL 16, 2013 AS CALLED BY ORDINANCE NO. 2236

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

Craig Cornwell, City Attorney, reported that the City Attorney's Office was in court today concerning a ballot initiative that would place the Los Angeles County Sheriff's Department in the Compton Municipal Code through a vote of the people. There are questions that his office had regarding the legalities of this ballot initiative and the court believed that at this juncture, the issue of placing it on the ballot is an administrative act. It has compelled this City Council to approve an item, placing it on the agenda, and directing the city clerk to place the matter on the ballot. Any future challenges to this initiative have not been waived and can be presented at another time.

Councilperson Zurita asked the city attorney to address who controls how the initiative is written on the ballot. City Attorney Cornwell remarked that the organizer of the ballot initiative prepares the ballot initiative language.

Councilperson Jones asked the city attorney if a written statement would be included in the sample ballot. City Attorney Cornwell reported that he is charged with an impartial analysis where he will raise concerns regarding this initiative.

Mayor Pro-Tem Dobson questioned if the City is allowed to host a workshop with the intention of explaining the logistics of the initiative. City Attorney Cornwell replied affirmatively.

Councilperson Jones asked if the petitioner would have an opportunity to be a part of the workshop. City Attorney Cornwell stated that it would be at the City's discretion.

Councilperson Jones asked if any outside party is able to make a partial analysis. City Attorney Cornwell replied affirmatively, and added that citizens could file pro and con papers with the city clerk.

Councilperson Zurita asked the city clerk if this meeting is broadcasted live.

City Clerk Godwin replied affirmatively.

Councilperson Zurita asked when ballots would be printed, and if the city clerk selects the design and format of the ballots.

#4.

City Clerk Godwin remarked that ballots would be printed in March and the format is decided by the Secretary of the State of California. Additionally, given the number of candidates that have pulled papers, the ballots will most likely be two-sided; although it also depends on how many people submit their paperwork.

City Clerk Godwin also noted that there would be three different ballot types, because only districts Two and Three will have council seats on their ballots. Districts One and Four will have a citywide ballot which will consist of the mayor, city clerk, city treasurer and city attorney.

Councilperson Zurita asked the city clerk if she has the option of choosing between flip over ballots or slide through ballots. City Clerk Godwin stated that the council chose Optimark over CHAD some years ago due to over-reaching problems with their ballots.

Councilperson Zurita asked the city clerk if the council would have the opportunity to review the ballots before they are selected and printed. City Clerk Godwin maintained that she would be the person responsible for that endeavor.

Councilperson Arceneaux agreed with comments and concerns of this council and expressed the importance of the citizens having clear and accurate information, as to what they will be voting for, or against.

Councilperson Jones requested the requirements for submitting a rebuttal. City Clerk Godwin stated that anyone who would like to submit a rebuttal pro or con must wait fourteen days after the adoption of this resolution to fill out a form in the City Clerk's Office.

Councilperson Jones asked if there were any costs associated with the rebuttal. City Clerk Godwin replied that there were no costs.

Councilperson Zurita asked the city attorney if the City could present an informational presentation on the City's access channel. City Attorney Cornwell replied affirmatively.

Councilperson Jones asked the city clerk if this is the only initiative on the ballot. City Clerk Godwin replied affirmatively.

Mayor Pro-Tem Dobson stated that she appreciates all of the comments made by her colleagues, and asked the city attorney if the workshop could be aired on Channel 36. City Attorney Cornwell replied affirmatively.

On motion by Arceneaux, seconded by Jones, **Resolution # 23,685** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON, CALIFORNIA, ORDERING THE SUBMISSION TO THE QUALIFIED ELECTORS OF THE CITY OF COMPTON A CERTAIN MEASURE RELATING TO LAW ENFORCEMENT SERVICES AT THE PRIMARY NOMINATING ELECTION TO BE HELD ON TUESDAY, APRIL 16, 2013 AS CALLED BY ORDINANCE NO. 2236**" 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 - There were no Council Comments.

ADJOURNMENT

On motion by Zurita, seconded by Arceneaux, the meeting was adjourned at 5:57 p.m., 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

February 5, 2013

TO: MAYOR AND CITY COUNCIL MEMBERS

**FROM: KIMBERLY MCKENZIE, DIRECTOR
CAREERLINK CENTER**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO A MASTER
AGREEMENT WITH THE COMMUNITY AND SENIOR SERVICES OF
LOS ANGELES COUNTY FOR YOUTH PROGRAM SERVICES**

SUMMARY

This resolution authorizes the City Manager to execute a Master Agreement for Youth Program Services with Community and Senior Services of Los Angeles County.

BACKGROUND INFORMATION

On March 30, 2012, Community and Senior Services (CSS) of Los Angeles County released a Request for Statement of Qualification (RFSQ) for Youth Program Services. CareerLink responded to the RFSQ on May 2, 2012 and on July 6, 2012 received notification that it passed and met the minimum mandatory requirements. By meeting the minimum requirements, CareerLink is eligible to submit a Master Agreement for the provision of Youth Program Services. The term of the Master Agreement shall be for a period of three (3) years, with the option to extend for up to two (2) additional one (1) year periods, for a term not to exceed five (5) years. Renewal options will be at County's discretion. The Master Agreement will become effective upon approval by the Board of Supervisors and execution by the Director of the Community and Senior Services department or designee, and will expire June 30, 2015, unless terminated sooner, or extended.

Once the Master Agreement is approved by CSS, a Work Order will be released. Submission of an executed Master Agreement document is required in order to be considered for submission of a Work Order. Work Orders shall include a Statement of Work describing in detail the particular project and the work required for the performance thereof. Payment for all work shall be on a cost reimbursement basis, subject to the Total Maximum Amount specified on each individual Purchase Order.

Staff anticipates a Work Order to be released within the next 2-3 weeks.

STATEMENT OF THE ISSUES

City Council approval is needed to execute a Master Agreement for Youth Program Services with Los Angeles County.

#5.

FISCAL IMPACT

There is no impact to the General Fund.

RECOMMENDATION:

Staff recommends City Council adoption of the attached resolution to execute a Master Agreement for Youth Program Services with Los Angeles County.

**KIMBERLY MCKENZIE, DIRECTOR
CAREERLINK CENTER**

APPROVED FOR FORWARDING:

**G. HAROLD DUFFEY
CITY MANAGER**

Attachment

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO A MASTER
AGREEMENT WITH THE COMMUNITY AND SENIOR SERVICES OF
LOS ANGELES COUNTY FOR YOUTH PROGRAM SERVICES**

WHEREAS, Community and Senior Services (CSS) of Los Angeles County released a Request for Statement of Qualification for Youth Program Services on March 30, 2012; and

WHEREAS, on May 2, 2012, CareerLink responded to the Request for Statement of Qualification for Youth Program Services; and

WHEREAS, on July 6, 2012, the Compton CareerLink was notified that it passed the minimum mandatory requirements which qualifies CareerLink to submit a Master Agreement for Youth Program Services; and

WHEREAS, submission of an executed Master Agreement document is required in order to be considered for submission of a Work Order; and

WHEREAS, the term of the Master Agreement shall be for a period of three (3) years, with the option to extend for up to two (2) additional one (1) year periods, for a term not to exceed five (5) years. Renewal options will be at County's discretion; and

WHEREAS, the Master Agreement will become effective upon approval by the Board of Supervisors and execution by the Director of the Community and Senior Services department or designee, and will expire June 30, 2015, unless terminated sooner, or extended; and

WHEREAS, once the Master Agreement is approved by CSS, a Work Order will be released; and

WHEREAS, Work Orders shall include a Statement of Work which shall describe in detail the particular project and the work required for the performance thereof; and

WHEREAS, payment for all work shall be on a cost reimbursement basis, subject to the Total Maximum Amount specified on each individual Purchase Order; and

WHEREAS, there is a need to authorize the City Manager or her designee to execute a Master Agreement for Youth Program services with Community and Senior Services of Los Angeles County.

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

Section 1. That the City Manager or her designee is authorized to execute a Master Agreement for Youth Program services with Community and Senior Services of Los Angeles County.

Section 2. The term of the Master Agreement shall be for a period of three (3) years, with the option to extend for up to two (2) additional one (1) year periods, for a term not to exceed five (5) years. Renewal options will be at County's discretion.

Section 3. The Master Agreement will become effective upon approval by the Board of Supervisors and execution by the Director of the Community and

Senior Services department or designee, and will expire June 30, 2015, unless terminated sooner, or extended.

Section 4. Work Orders shall include a Statement of Work which shall describe in detail the particular project and the work required for the performance thereof.

Section 5. Payment for all work shall be on a cost reimbursement basis, subject to the Total Maximum Amount specified on each individual Purchase Order.

Section 6. That a certified copy of this resolution shall be filed in the offices of the City Manager, City Clerk, City Controller, City Attorney and CareerLink.

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

ADOPTED this _____ day of _____, 2013

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Alita 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

**MASTER AGREEMENT FOR
YOUTH PROGRAM SERVICES**

TABLE OF CONTENTS OF EXHIBITS

EXHIBITS

- A COUNTY'S ADMINISTRATION**
- B CONTRACTOR'S ADMINISTRATION**
- C CONTRACTOR'S EEO CERTIFICATION**
- D JURY SERVICE ORDINANCE**
- E SAFELY SURRENDERED BABY LAW**
- F CONTRACTOR'S ACKNOWLEDGEMENT & CONFIDENTIALITY
AGREEMENT**
- G CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER
THE HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT (HIPPA)
OF 1996 AND THE HEALTH INFORMATION TECHNOLOGY FOR
ECONOMIC AND CLINICAL HEALTH ACT (HITECH)**
- H DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

COUNTY'S ADMINISTRATION

MASTER AGREEMENT NO. _____

WORK ORDER NO. _____

COUNTY MASTER AGREEMENT PROJECT DIRECTOR (MAPD):

Name: Carol Domingo
Title: Program Manager
Address: 3175 West Sixth Street, Room 403
Los Angeles, CA 90020
Telephone: 213-639-6339
Facsimile: 213-487-0379
E-Mail Address: cdomingo@css.lacounty.gov

COUNTY PROJECT DIRECTOR:

Name: Chris Frau
Title: Administrative Services Manager II
Address: 3175 West Sixth Street, Room 403
Los Angeles, CA 90020
Telephone: 213-351-5090
Facsimile: 213-487-0379
E-Mail Address: cfrau@css.lacounty.gov

COUNTY WORK ORDER DIRECTOR:

Name: Jenifer Valdez
Title: Administrative Services Manager I
Address: 3175 West Sixth Street, Room 403
Los Angeles, CA 90020
Telephone: 213-738-4248
Facsimile: 213-487-0379
E-Mail Address: jvaldez@css.lacounty.gov

COUNTY PROJECT MANAGER:

Name: Carol Domingo
Title: Program Manager
Address: 3175 West Sixth Street, Room 403
Los Angeles, CA 90020
Telephone: 213-639-6339
Facsimile: 213-487-0379
E-Mail Address: cdomingo@css.lacounty.gov

EXHIBIT B

CONTRACTOR'S ADMINISTRATION

City of Compton CareerLink
CONTRACTOR'S NAME

MASTER AGREEMENT NO. _____

WORK ORDER NO. _____

CONTRACTOR'S PROJECT DIRECTOR:

Name: Kimberly McKenzie
 Title: Director
 Address: 700 N. Bullis Road
Compton, CA 90221
 Telephone: (310) 605-3050
 Facsimile: (310) 605-3067
 E-Mail Address: kmckenzie@comptoncity.org

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: G. Harold Duffey
 Title: City Manager
 Address: 205 S. Willowbrook Avenue
Compton, CA 90220
 Telephone: (310) 605-5585
 Facsimile: (310) 761-1429
 E-Mail Address: ghduffey@comptoncity.org

Name: _____
 Title: _____
 Address: _____

 Telephone: _____
 Facsimile: _____
 E-Mail Address: _____

Notices to Contractor shall be sent to the following address:

Name: G. Harold Duffey
 Title: City Manager
 Address: 205 S. Willowbrook Avenue
Compton, CA 90220
 Telephone: (310) 605-5585
 Facsimile: (310) 761-1429
 E-Mail Address: ghduffey@comptoncity.org

CONTRACTOR'S EEO CERTIFICATION

City of Compton CareerLink

Contractor Name

205 S. Willowbrook Avenue, Compton, CA 90220

Address

95-600696

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | | |
|----|---|---|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes ☒ | No ☐ |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes ☒ | No ☐ |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes ☒ | No ☐ |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes ☒ | No ☐ |

G. Harold Duffey, City Manager

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date _____

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
 1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

EXHIBIT D

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

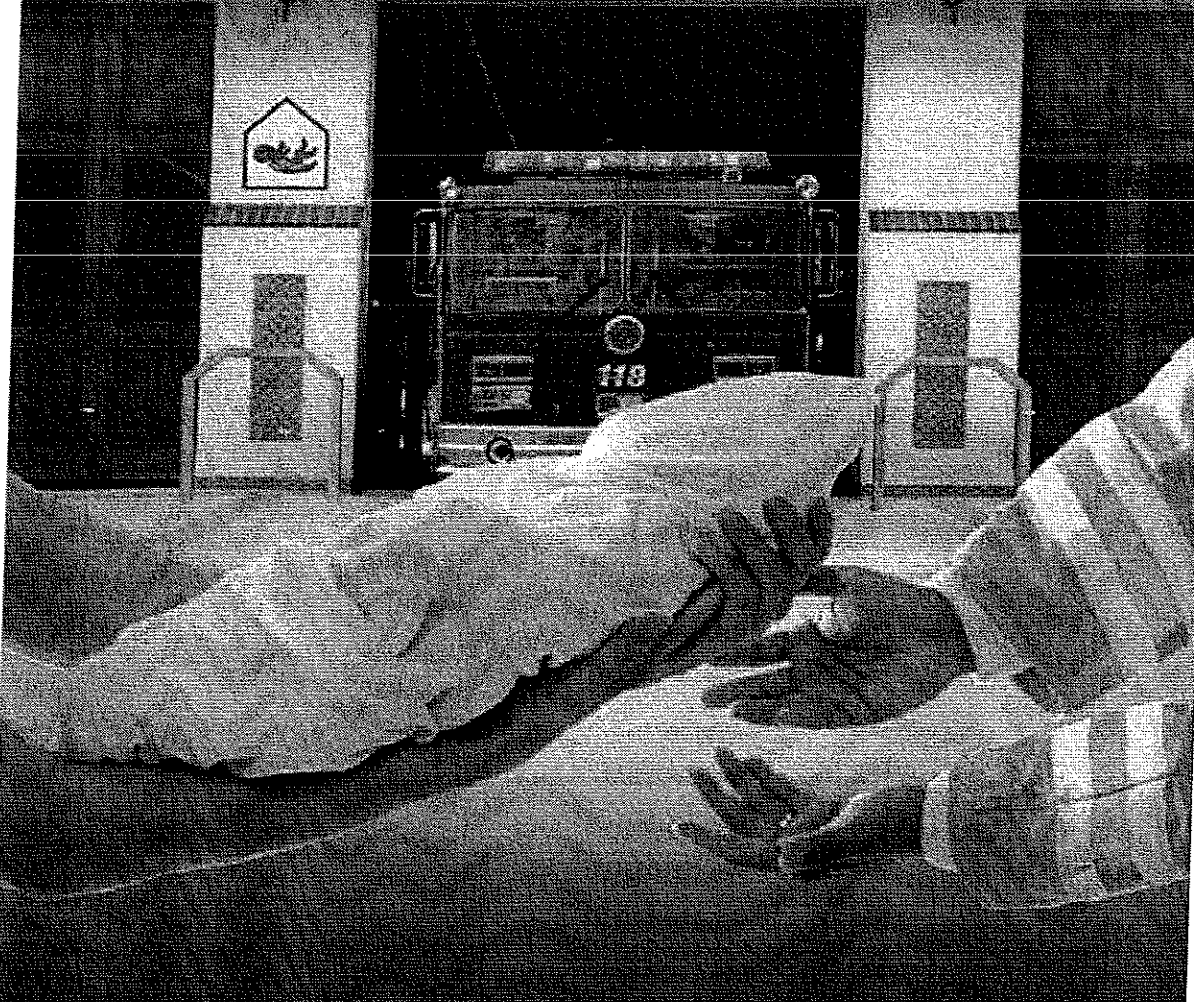
#5.

EXHIBIT E

SAFELY SURRENDERED BABY LAW

EXHIBIT E

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafeis.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons with lawful custody, which means anyone in whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

In Los Angeles County: 1-877-BABY SAFE 1-877-222-9723
www.babysafela.org

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

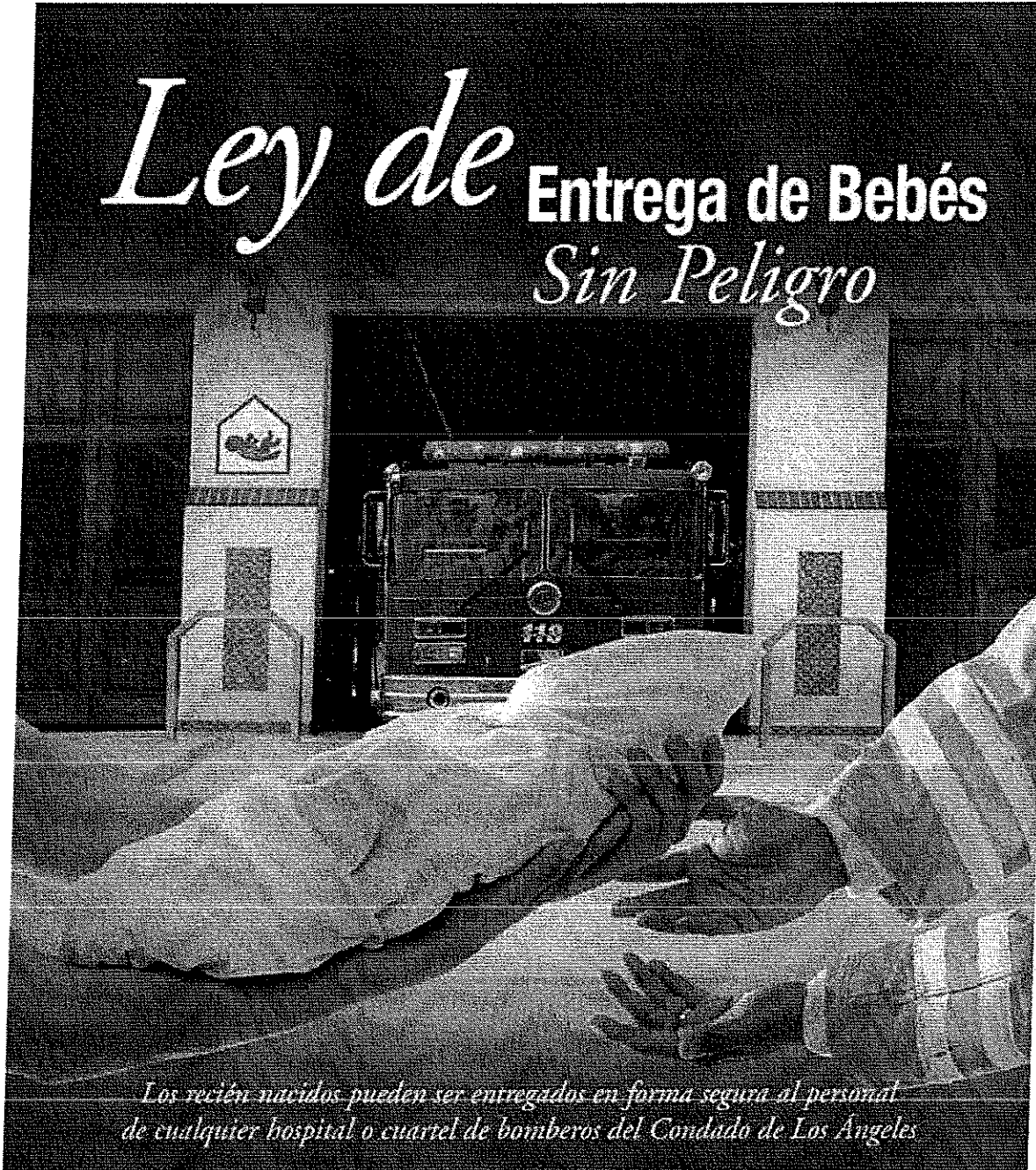
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



EXHIBIT E



Ley de Entrega de Bebés *Sin Peligro*

Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Angeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafea.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir, cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafea.org

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés Sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprana del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del periodo de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptar por el Departamento de Servicios para Niños y Familias.

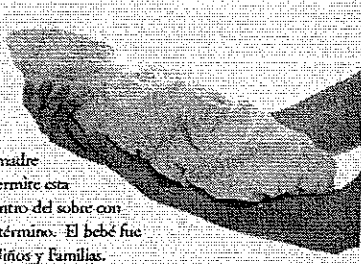


EXHIBIT F

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Work Order. Work cannot begin on the Work Order until County receives this executed document.)

Contractor Name City of Compton CareerLink

Work Order No. _____

County Master Agreement No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a Master Agreement with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced Master Agreement.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Master Agreement. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Master Agreement between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced Master Agreement. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: G. Harold Duffey

POSITION: City Manager

**CONTRACTOR'S OBLIGATIONS AS A BUSINESS ASSOCIATE
UNDER THE HEALTH INSURANCE PORTABILITY AND
ACCOUNTABILITY ACT OF 1996 AND THE HEALTH INFORMATION TECHNOLOGY
FOR ECONOMIC AND CLINICAL HEALTH ACT
(BUSINESS ASSOCIATE AGREEMENT)**

Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to or creates Protected Health Information in order to provide those Services.

Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (together, the "Privacy and Security Regulations"). The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate ("Business Associate Agreement") in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Further, pursuant to the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005, title XIII and title IV of Division B, ("HITECH Act"), effective February 17, 2010, certain provisions of the HIPAA Privacy and Security Regulations apply to Business Associates in the same manner as they apply to Covered Entity and such provisions must be incorporated into the Business Associate Agreement.

This Business Associate Agreement and the following provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Business Associate in compliance with HIPAA's Privacy and Security Regulations and the HITECH Act, as they now exist or may hereafter be amended.

Therefore, the parties agree as follows:

DEFINITIONS

- 1.1 "Breach" has the same meaning as the term "breach" in 45 C.F.R. § 164.402.
- 1.2 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.
- 1.3 "Electronic Health Record" has the same meaning as the term "electronic health record" in the HITECH Act, 42 U.S.C. section 17921. Electronic Health Record

EXHIBIT G

means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

- 1.4 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.

The term "Electronic Media" draws no distinction between internal and external data, at rest (that is, in storage) as well as during transmission.

- 1.5 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.6 "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.7 "Minimum Necessary" refers to the minimum necessary standard in 45 C.F.R. § 162.502 (b) as in effect or as amended.
- 1.8 "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164, also referred to as the Privacy Regulations.
- 1.9 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.

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- 1.10 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.
- 1.11 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.
- 1.12 "Security Rule" means the Security Standards for the Protection of Electronic Health Information also referred to as the Security Regulations at 45 Code of Federal Regulations (C.F.R.) Part 160 and 164.
- 1.13 "Services" has the same meaning as in the body of this Agreement.
- 1.14 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" in 45 C.F.R. § 164.402.
- 1.15 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.
- 1.16 Terms used, but not otherwise defined in this Business Associate Agreement shall have the same meaning as those terms in the HIPAA Regulations and HITECH Act.

OBLIGATIONS OF BUSINESS ASSOCIATE

- 2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:
- (a) shall Use and Disclose Protected Health Information only as necessary to perform the Services, and as provided in Sections 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 of this Agreement;
 - (b) shall Disclose Protected Health Information to Covered Entity upon request;
 - (c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:

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- (i) Use Protected Health Information; and
- (ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose or in any manner that would constitute a violation of the Privacy Regulations or the HITECH Act if so Used or Disclosed by Covered Entity.

2.2 Prohibited Uses and Disclosures of Protected Health Information. Business Associate:

(a) shall not Use or Disclose Protected Health Information for fundraising or marketing purposes.

(b) shall not disclose Protected Health Information to a health plan for payment or health care operations purposes if the Individual has requested this special restriction and has paid out of pocket in full for the health care item or service to which the Protected Health Information solely relates.

(c) shall not directly or indirectly receive payment in exchange for Protected Health Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act. This prohibition shall not affect payment by Covered Entity to Business Associate. Covered Entity shall not provide such written consent except upon express approval of the departmental privacy officer and only to the extent permitted by law, including HIPAA and the HITECH Act.

2.3 Adequate Safeguards for Protected Health Information. Business Associate:

(a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Business Associate Agreement. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the Minimum Necessary in accordance with the Privacy Regulation's minimum necessary standard as in effect or as amended.

(b) as to Electronic Protected Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information; effective February 17, 2010, said safeguards shall be in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312, and shall comply with the Security Rule's policies and procedure and documentation requirements.

2.4 Reporting Non-Permitted Use or Disclosure and Security Incidents and Breaches of Unsecured Protected Health Information. Business Associate

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(a) shall report to Covered Entity each Use or Disclosure of Protected Health Information that is made by Business Associate, its employees, representatives, Agents, subcontractors, or other parties under Business Associate's control with access to Protected Health Information but which is not specifically permitted by this Business Associate Agreement or otherwise required by law.

(b) shall report to Covered Entity each Security Incident of which Business Associate becomes aware.

(c) shall notify Covered Entity of each Breach by Business Associate, its employees, representatives, agents or subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of the Business Associate as determined in accordance with the federal common law of agency.

2.4.1 Immediate Telephonic Report. Except as provided in Section 2.4.3, notification shall be made immediately upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information by telephone to (562) 940-3335.

2.4.2 Written Report. Except as provided in Section 2.4.3, the initial telephonic notification shall be followed by written notification made without unreasonable delay and in no event later than three (3) business days from the date of discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach by the Business Associate to the Chief Privacy Officer at:

Chief Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple Street
Suite 525
Los Angeles, California 90012
HIPAA@auditor.lacounty.gov
(213) 974-2166

(a) The notification required by section 2.4 shall include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used, or Disclosed; and

(b) the notification required by section 2.4 shall include, to the extent possible, all information required to provide notification to the Individual under 45 C.F.R. 164.404(c), including:

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- (i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
- (ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- (iii) Any other details necessary to conduct an assessment of whether there is a risk of harm to the Individual;
- (iv) Any steps Business Associate believes that the Individual could take to protect him or herself from potential harm resulting from the breach;
- (v) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to the Individual, and to protect against any further Breaches; and
- (vi) The name and contact information for the person most knowledge regarding the facts and circumstances of the Breach.

If Business Associate is not able to provide the information specified in section 2.3.2 (a) or (b) at the time of the notification required by section 2.4.2, Business Associate shall provide such information promptly thereafter as such information becomes available.

2.4.3 Request for Delay by Law Enforcement. Business Associate may delay the notification required by section 2.4 if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security. If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay notification, notice, or posting for the time period specified by the official; if the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay the notification, notice, or posting temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in paragraph (a) of this section is submitted during that time.

2.5 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement.

2.6 Breach Notification. Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information, provide Breach notification for each and every Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or subcontractors, in a manner that permits Covered Entity

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to comply with its obligations under Subpart D, Notification in the Case of Breach of Unsecured PHI, of the Privacy and Security Regulations, including:

(a) Notifying each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of such Breach;

(b) The notification required by paragraph (a) of this Section 2.6 shall include, to the extent possible:

(i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

(ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

(iii) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;

(iv) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and

(v) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

(vi) The notification required by paragraph (a) of this section shall be written in plain language

Covered Entity, in its sole discretion, may elect to provide the notification required by this Section 2.6, and Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, including costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information.

- 2.7 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

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- 2.8 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.
- 2.9 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.
- 2.10 Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors, in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and/or the HITECH Act which requires an Accounting of Disclosures of Protected Health Information maintained in an Electronic Health Record for treatment, payment, and health care operations.
- Any accounting provided by Business Associate under this Section 2.10 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.10, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.10 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.
- 2.11 Indemnification. Business Associate shall indemnify, defend, and hold harmless Covered Entity, including its elected and appointed officers, employees, and agents,

from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, penalties and fines (including regulatory penalties and/or fines), and expenses (including attorney and expert witness fees), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement; Business Associate's obligations under this provision extend to compliance and/or enforcement actions and/or activities, whether formal or informal, of Secretary of the federal Department of Health and Human Services and/or Office for Civil Rights.

OBLIGATION OF COVERED ENTITY

- 3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

TERM AND TERMINATION

- 4.1 Term. The term of this Business Associate Agreement shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.
- 4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon either party's knowledge of a material breach by the other party, the party with knowledge of the other party's breach shall:
- (a) Provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Agreement if the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party;
 - (b) Immediately terminate this Agreement if a party has breached a material term of this Agreement and cure is not possible; or
 - (c) If neither termination nor cure is feasible, report the violation to the Secretary of the federal Department of Health and Human Services.
- 4.3 Disposition of Protected Health Information Upon Termination or Expiration.
- (a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

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(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

MISCELLANEOUS

- 5.1 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Business Associate Agreement.
- 5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Business Associate Agreement is contrary to another provision of this Agreement, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of this Agreement.
- 5.4 Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy or Security Regulations means the section as in effect or as amended.
- 5.5 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.
- 5.6 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations and other privacy laws governing Protected Health Information.

DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

DEFAULTED PROPERTY TAX REDUCTION PROGRAM

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following contracts:
 1. Chief Executive Office delegated authority agreements under \$50,000;
 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
 3. A purchase made through a state or federal contract;
 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
 7. Program agreements that utilize Board of Supervisors' discretionary funds;
 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;

DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
 - 11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
 - 12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 - 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
 - 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
 - 1. Recommend to the Board of Supervisors the termination of the contract; and/or,
 - 2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
 - 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

#5.

APPENDIX J



**MASTER AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES
AND
(CONTRACTOR)
FOR
YOUTH PROGRAM SERVICES**

**MODEL MASTER AGREEMENT PROVISIONS
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- H DEFAULTED PROPERTY TAX REDUCTION PROGRAM

UNIQUE EXHIBITS

- I STATEMENT OF WORK
- J CONTRACT ACCOUNTING, ADMINISTRATION AND REPORTING REQUIREMENTS
- K JOINT FUNDING REVENUE DISCLOSURE
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Appendix J

MASTER AGREEMENT BETWEEN COUNTY OF LOS ANGELES COMMUNITY AND SENIOR SERVICES (CONTRACTOR) FOR YOUTH PROGRAM SERVICES

This Master Agreement and Exhibits made and entered into this 1st day of December, 2012 by and between the County of Los Angeles, Community and Senior Services, hereinafter referred to as County, and City of Compton CareerLink, hereinafter referred to as Contractor, to provide Youth Program Services.

RECITALS

WHEREAS, this Master Agreement is therefore authorized under California Codes, Government Code Section 31000 which authorizes the Board of Supervisors to contract for special services; and

WHEREAS, the Board of Supervisors has authorized the Director of Community and Senior Services or designee to execute and administer this Master Agreement;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, and R are attached to and form a part of this Master Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Master Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Master Agreement and then to the Exhibits according to the following priority:

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Exhibits:

- 1.1 EXHIBIT A - County's Administration
- 1.2 EXHIBIT B - Contractor's Administration
- 1.3 EXHIBIT C - Contractor's EEO Certification
- 1.4 EXHIBIT D - Jury Service Ordinance
- 1.5 EXHIBIT E - Safely Surrendered Baby Law
- 1.6 EXHIBIT F - Contractor's Acknowledgement & Confidentiality Agreement
- 1.7 EXHIBIT G - Contractor's Obligations As a "Business Associate" Under the Health Insurance Portability Accountability Act (HIPAA) of 1996 and the Health information Technology for Economic and Clinical Health Act (HITECH)
- 1.9 EXHIBIT H - Defaulted Property Tax Reduction Program

Unique Exhibits:

- 1.10 EXHIBIT I - Statement of Work
- 1.11 EXHIBIT J - Contract Accounting, Administration and Reporting Requirements
- 1.12 EXHIBIT K - Joint Funding Revenue Disclosure
- 1.13 EXHIBIT L - Fixed and Non-Fixed Assets and Supplies Purchase, Inventory and Disposal Requirements
- 1.14 EXHIBIT M - Inventory Control Form
- 1.15 EXHIBIT N - Charitable Contributions Certification
- 1.16 EXHIBIT O - Certification of Compliance with County's Defaulted Property Tax Reduction Program
- 1.17 EXHIBIT P - Contract Management System – Contractors Gateway Terms and Conditions of Use
- 1.18 EXHIBIT Q - Cash Management Policy
- 1.19 EXHIBIT R - Los Angeles County Certified Background Investigation Agencies

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following

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words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Contractor:** Identifies a Qualified Contractor who is in compliance with the terms and conditions and whose evidence of insurance requirements have all been received by the Department and are valid and in effect at the time of a given Work Order award. As used herein, the terms Active Contractor and Contractor may be used interchangeably throughout this document.
- 2.2 **Contractor Project Manager:** The individual designated by the Contractor to administer the Master Agreement operations after the Master Agreement award.
- 2.3 **County Master Agreement Program Director (MAPD):** Person designated by Director with authority to negotiate and recommend all changes on behalf of County.
- 2.4 **County Project Director:** Person designated by Director with authority to approve all Work Order solicitations and executions.
- 2.5 **County Project Manager:** Person designated as chief contact person with respect to the day-to-day administration of the Master Agreement.
- 2.6 **County's Work Order Directors:** Responsible for coordinating and monitoring the Work Order.
- 2.7 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.8 **Director:** Director of Internal Services Department.
- 2.9 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.10 **Master Agreement:** County's standard agreement executed between County and individual Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Work Orders.
- 2.11 **Qualified Contractor:** A Contractor who has submitted a Statement of Qualifications (SOQ) in response to County's Request For Statement of Qualifications (RFSQ), as defined in 2.12, for Youth Program Services; has met the minimum qualifications listed in the RFSQ, and has an executed Master Agreement with the County.
- 2.12 **Request For Statement of Qualifications (RFSQ):** A solicitation based on establishing a pool of Qualified Vendors to provide services through Master Agreements.
- 2.13 **Service Categories:** The areas of specialization, and the associated skills and experience, described in Exhibit G hereof, which comprise the Services that County will be soliciting from Qualified Contractors during the Term of this Master Agreement. The MAPD, or designee,

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may add or delete Service Categories at any time during the term of this Master Agreement, *sub-paragraph 6.1*.

- 2.14 Statement of Qualifications (SOQ):** A Contractor's response to an RFSQ.
- 2.15 Statement of Work:** A written description of tasks and/or deliverables desired by County for a specific Work Order.
- 2.16 Work Order:** A subordinate agreement executed wholly within and subject to the provisions of this Master Agreement, for the performance of tasks and/or provision of deliverables as described in a specification or a Statement of Work. Each Work Order shall result from bids, solicited by and tendered to County, by Qualified Contractors. Unless otherwise specified in the Work Order Solicitation, County shall select the lowest cost, qualified bid responding to the requirements of the proposed Work Order. No work shall be performed by Contractors except in accordance with validly bid and executed Work Orders.

3.0 WORK

- 3.1 Pursuant to the provisions of this Master Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2 Each Work Order shall include a Statement of Work, which shall describe in detail the particular project and the work required for the performance thereof. Payment for all work shall be on a time and materials or fixed price basis, subject to the Total Maximum Amount specified on each individual Work Order.
- 3.3 If Contractor provides any task, deliverable, service, or other work to County that utilizes other than approved Contractor Personnel, and/or that goes beyond the Work Order expiration date, and/or that exceeds the Total Maximum Amount as specified in the Work Order as originally written or modified in accordance with *sub-paragraph 8.1*, Amendments, these shall be gratuitous efforts on the part of Contractor for which Contractor shall have no claim whatsoever against County.
- 3.4 County procedures for issuing and executing Work Orders are as set forth in this *sub-paragraph 3.4*. Upon determination by County to issue a Work Order solicitation, County shall issue a Work Order solicitation containing a Statement of Work to all Master Agreement Qualified Contractors. Each interested Qualified Contractor contacted shall submit a bid to the County address and within the timeframe specified in the solicitation. Failure of Contractor to provide a bid within the specified timeframe may disqualify Contractor for that particular Work Order.

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- 3.5 Upon completion of evaluations, County shall execute the Work Order by and through the Department of Community and Senior Services staff with the lowest cost Qualified Contractor unless the Work Order solicitation specifies bid evaluation criteria other than lowest cost. It is understood by Contractor that County's competitive bidding procedure may have the effect that no Work Orders are awarded to some Master Agreement Qualified Contractors. Work Orders are usually issued for periods not extending past the end of County's current fiscal year (June 30th) with the exception of Work Orders for as-needed services on a time and material basis, which may be issued to correspond with the term of the Master Agreement. However, at such time the Work Order is only extended through the end of the fiscal year, County may either rebid the Work Order tasks or extend the Work Order if technical or cost circumstances require it.
- 3.6 County estimates that selection of any Contractor shall occur within five (5) business days of completion of the evaluations of the particular Work Order bids. Following selection, all Contractors selected must be available to meet with County on the starting date specified in the Work Order. Inability of Contractor to comply with such commencement date may be cause for disqualification of Contractor from the particular Work Order as determined in the sole discretion of County's Project Director.
- 3.7 In the event Contractor defaults three times under *sub-paragraph 3.6* within any 12-month period, then County may terminate this Master Agreement pursuant to *sub-paragraph 8.43, Termination For Default*.

Contractor shall be responsible for monitoring and controlling the number of hours worked, and more particularly the resulting dollar value of chargeable services performed by Contractor personnel assigned to individual time and material Work Orders. Contractor shall be solely responsible for payments to Contractor personnel for excess hours worked resulting in charges exceeding any total maximum amounts stated on the face of a Work Order.

4.0 TERM OF MASTER AGREEMENT

- 4.1 This Master Agreement is effective upon the date of its execution by the Director of Community and Senior Services or his/her designee as authorized by the Board of Supervisors. This Master Agreement shall expire on June 30, 2015 unless sooner extended or terminated, in whole or in part, as provided herein.
- 4.2 Notwithstanding any other provisions of this *Paragraph 4.0*, any Work Order issued hereunder prior to the expiration date of this Master Agreement which has a Work Order expiration date later than the Master Agreement expiration date shall automatically extend

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such Master Agreement expiration date up to one hundred eighty (180) days or to the Work Order expiration date, whichever occurs first. Such extended Master Agreement expiration date shall apply only to such Work Order and shall not extend such date for any other purpose whatsoever, including issuing new Work Orders and/or extending any other Work Order(s).

- 4.3 County shall have the sole option to extend the Master Agreement term for up to two (2) additional one-year periods, for a maximum total Master Agreement term of five (5) years. Each such option and extension shall be exercised at the sole discretion of the Director of Community and Senior Services or his/her designee as authorized by the Board of Supervisors.
- 4.4 Contractor shall notify the Department when this Master Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to County at the address herein provided in *Exhibit A, County's Administration*.
- 4.5 County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether County will exercise a Master Agreement term extension option.

5.0 CONTRACT SUM

- 5.1 Contractor shall not be entitled to any payment by County under this Master Agreement except pursuant to validly executed and satisfactorily performed Work Orders. In each year of this Master Agreement, the total of all amounts actually expended by County hereunder ("maximum annual expenditures") may not exceed amounts allocated to County by the County Board of Supervisors in their approved budgets. County has sole discretion to expend some, all, or none of such budgeted amounts. The sum of such annual expenditures for the duration of the Master Agreement is the Contract Sum.
- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

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5.3 No Payment for Services Provided Following Expiration/Termination of Master Agreement

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Master Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Master Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Master Agreement.

- 5.4** The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to County at the address herein provided in *Exhibit A, County's Administration*.

5.5 Local Small Business Enterprises – Prompt Payment Program

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

5.6 Cash Management Policy

- 5.6.1** CONTRACTOR shall adhere to the cash management policy as outlined in the Administrative Notice WIAADM N-10-01 "Cash Management Policy Supplement (#1)," and attached as *Exhibit Q, Cash Management Policy*.

- 5.6.2** Expenditures made by Contractor in the operation of this Master Agreement shall be in compliance and in conformity with the procurement regulations. Title 20 CFR section 667.200 sets forth the general fiscal and administrative rules applicable to the use of federal funds. Entities receiving federal funds must follow the uniform cost requirements of Title 29 CFR Part 95 or Part 97, as applicable. Nonprofit organizations shall comply with the applicable requirements as set forth at Title 29 CFR Part 95. Governmental units shall comply with the applicable requirements set forth at Title 29 CFR Part 97. Title 29 CFR parts 95 and 97 may be accessed at <http://www.edd.ca.gov/wiarep/wiarico.htm>. Section 667.200 further identifies applicable Office of

Management and Budget (OMB) Circulars regarding allowable costs for various types of organizations. Allowable costs shall be determined as follows: OMB Circular A-21 for educational institutions, OMB Circular A-87 for state, local and Indian tribal governments, OMB Circular A-122 for non-profit organizations, OMB Circular A-102 for grants and cooperative Contracts with state and local government agencies, OMB Circular A-133 for audits of states, local governments and non-profit organizations, and OMB Circular A-110 for uniform administrative requirements for grants and contracts with institutions of higher education, hospitals, and other non-profit organizations. CONTRACTOR shall obtain updated information regarding all applicable Circulars at <http://www.whitehouse.gov/omb/>.

6.0 ADMINISTRATION OF MASTER AGREEMENT - COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following subparagraphs is designated in *Exhibit A, County's Administration*. County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 COUNTY'S MASTER AGREEMENT PROGRAM DIRECTOR (MAPD)

The MAPD has the authority to negotiate, recommend all changes to this Master Agreement, and resolve disputes between County and Contractor.

6.2 COUNTY'S PROJECT DIRECTOR

The County's Project Director, or designee, is the approving authority for individual Work Order solicitations and executions.

6.3 COUNTY'S WORK ORDER DIRECTOR

A Work Order Director will be assigned for each Work Order by County's Project Director.

6.3.1 The responsibilities of each Work Order Director include:

- ensuring that the technical standards and task requirements articulated in the individual Work Order are satisfactorily complied with, and shall provide, on request, such information, coordination, documentation, and materials as may be reasonably required by Contractor to perform Work Orders;

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- coordinating and monitoring the work of Contractor personnel assigned to the Work Order Director's specific projects, and for ensuring that this Master Agreement's objectives are met;
- monitoring, evaluating and reporting Contractor performance and progress on the Work Order;
- coordinating with Contractor's Project Manager, on a regular basis, regarding the performance of Contractor's personnel on each particular project;
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.3.2 County's Work Order Directors are not authorized to make any changes in Work Order rates, dollar totals or periods of performance, or in the terms and conditions of this Master Agreement, except through formally prepared Amendments, *sub-paragraph 8.1*.

6.4 COUNTY'S PROJECT MANAGER

The County's Project Manager is County's chief contact person with respect to the day-to-day administration of this Master Agreement. The Project Manager shall prepare and issue Work Orders and any Amendments thereto, and generally be the first person for Contractor to contact with any questions.

7.0 ADMINISTRATION OF MASTER AGREEMENT – CONTRACTOR

7.1 CONTRACTOR'S PROJECT MANAGER

7.1.1 Contractor's Project Manager is designated in *Exhibit B, Contractor's Administration*. Contractor shall notify the County in writing of any change in the name or address of Contractor's Project Manager.

7.1.2 Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Master Agreement and shall coordinate with County's Work Order Directors on a regular basis with respect to all active Work Orders.

7.2 CONTRACTOR'S AUTHORIZED OFFICIAL(S)

7.2.1 Contractor's Authorized Official(s) are designated in *Exhibit B, Contractor's Administration*. Contractor shall promptly notify County in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s).

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- 7.2.2 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Master Agreement on behalf of Contractor.

7.3 APPROVAL OF CONTRACTOR'S STAFF

County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager. Contractor shall provide County with a resume of each proposed substitute and an opportunity to interview such person prior to any staff substitution.

7.4 CONTRACTOR'S STAFF IDENTIFICATION

- 7.4.1 Contractor shall provide, at Contractor's expense, all staff providing services under this Master Agreement with a photo identification badge.
- 7.4.2 Contractor is responsible to ensure that employees have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked to leave a County facility by a County representative if they do not have the proper County ID badge on their person.
- 7.4.3 Contractor shall notify County within one business day when staff is terminated from working under this Master Agreement. Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has terminated employment with Contractor.
- 7.4.4 If County requests the removal of Contractor's staff, Contractor shall retrieve and return an employee's ID badge to County on the next business day after the employee has been removed from working on County's Master Agreement.

7.5 BACKGROUND AND SECURITY INVESTIGATIONS

- 7.5.1 Each of Contractor's staff performing services under this Master Agreement, who is in a designated sensitive position, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Master Agreement. For purposes of this Master Agreement, County shall consider as sensitive any position involving duties which pose

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a potential threat or risk to the County or to the public when performed by persons who have a criminal history incompatible with those duties, whether those persons are employees of County or perform those services pursuant to Master Agreement. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. Contractors shall utilize the listing of certified agencies as referenced in *Exhibit R, Los Angeles County Certified Background Investigation Agencies*, when obtaining background investigations for use under Master Agreement. The fees associated with passing the background investigation can be billed to the Master Agreement and submitted as administrative costs under the umbrella of personnel management.

7.5.1.1 For work performed under this Master Agreement, sensitive positions include the following:

- a.) Positions that involve the care, oversight, or protection of persons through direct contact with such persons (e.g., Children's Social Worker, Home Nursing Attendant, Lifeguard, Juvenile Crew Instructor, Clinic Driver, Deputy Public Guardian, etc.).
- b.) Positions having direct or indirect access to funds or negotiable instruments (e.g., Assistant Deputy Director, Chief Investment Officer, Finance Manager, Portfolio Manager, Deputy Purchasing Agent, Cashier, etc.).
- c.) Positions that require state and/or professional licensing (e.g., Attorney, Physician, Registered Nurse, Certified Public Accountant, Pharmacist, Physical Therapist, etc.).
- d.) Positions that involve public safety and/or law enforcement (e.g., Deputy Sheriff, Safety Police Officer, Probation Officer, Public Health Investigator, Environmental Health Specialist, etc.).
- e.) Positions that have access to or charge for drugs or narcotics (e.g., Pharmacist, Pharmacist

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Technician, Pharmacy Helper, Physician, Registered Nurse, etc.).

f.) Positions that have access to confidential or classified information including criminal conviction information (e.g., Personnel Officer, Welfare Fraud Investigator, Psychiatric Social Worker, etc.).

g.) Positions that involve the care, oversight, or protection of County, public, or private property (e.g., Estate Property Custodian, Golf Course Manager, Warehouse Worker, etc.).

7.5.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Master Agreement at any time during the term of the Master Agreement. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

7.5.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of County or whose background or conduct is incompatible with County facility access.

7.5.4 Disqualification of any member of Contractor's staff pursuant to this *Paragraph 7.5* shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

7.6 CONFIDENTIALITY

7.6.1. Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert,

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consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this *Paragraph 7.6*, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this *Paragraph 7.6* shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.6.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Master Agreement.

7.6.4 Contractor shall sign and adhere to the provisions of *Exhibit F, Contractor's Acknowledgement and Confidentiality Agreement*.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

8.1.1 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Master Agreement during the term of this Master Agreement. County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such orders, an Amendment to the Master Agreement shall be prepared and executed by Contractor and by County.

8.1.2 County may, at its sole discretion, authorize extensions of time as defined in *Paragraph 4.0, Term of Master Agreement*. Contractor agrees that such extensions of time shall not change any other term or condition of this Master Agreement during the period of such extensions. To implement an extension of time, an Amendment to the

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Master Agreement shall be prepared and executed by Contractor and County.

8.1.3 Addition of Service Categories

An Amendment to the Master Agreement shall be prepared and executed by the Contractor and County to add or delete Service Categories.

8.2 ASSIGNMENT AND DELEGATION

- 8.2.1 Contractor shall not assign its rights or delegate its duties under this Master Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Master Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Master Agreement shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.
- 8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Master Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Master Agreement.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Master Agreement which may result in the termination of this Master Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

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8.3 AUTHORIZATION WARRANTY

Contractor represents and warrants that the person executing this Master Agreement for Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Master Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

8.4 COMPLAINTS

Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.4.1 Within ten (10) business days after the Master Agreement effective date, Contractor shall provide County with Contractor's policy for receiving, investigating and responding to user complaints.

8.4.2 County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.

8.4.3 If County requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.

8.4.4 If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to County for approval before implementation.

8.4.5 Contractor shall preliminarily investigate all complaints and notify County's Project Manager of the status of the investigation within two (2) business days of receiving the complaint.

8.4.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.4.7 Copies of all written responses shall be sent to County's Project Manager within two (2) business days of mailing to the complainant.

8.5 COMPLIANCE WITH APPLICABLE LAW

8.5.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Master Agreement are hereby incorporated herein by reference.

8.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this *Paragraph 8.5* shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.6 COMPLIANCE WITH CIVIL RIGHTS LAWS

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement. Contractor shall comply with *Exhibit C, Contractor's EEO Certification*.

8.7 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

8.7.1 Jury Service Program: This Master Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as *Exhibit D, Jury*

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Service Ordinance, and incorporated by reference into and made part of this Master Agreement.

8.7.2 Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Master Agreement, the subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when the Master Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor

shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Master Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this sub-paragraph of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Master Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.8 CONFLICT OF INTEREST

8.8.1 No County employee whose position with the County enables such employee to influence the award of this Master Agreement or any competing Master Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Master Agreement. No officer or employee of Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.8.2 Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Master Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply

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with the provisions of this *sub-paragraph* 8.8 shall be a material breach of this Master Agreement.

8.9 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should Contractor require additional or replacement personnel after the effective date of this Master Agreement to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Master Agreement.

8.10 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

8.10.1 Should Contractor require additional or replacement personnel after the effective date of this Master Agreement, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants by job category to the Contractor.

8.10.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.11 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.11.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Master Agreement. It is the County's policy to conduct business only with responsible Contractors.

8.11.2 Chapter 2.202 of the County Code

Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in this Master Agreement, debar Contractor from bidding or proposing on, or being awarded, and/or

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performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts/Master Agreements Contractor may have with County.

8.11.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.11.4 Contractor Hearing Board

1. If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and County shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to

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the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the

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proposed decision and recommendation of the Contractor Hearing Board.

8.11.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

8.12 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.13 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

8.13.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through Work Order or Master Agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.13.2 As required by the County's Child Support Compliance Program, County Code Chapter 2.200, and without limiting Contractor's duty under this Master Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Master Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act, 42 USC Section 653a, and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.14 COUNTY'S QUALITY ASSURANCE PLAN

County or its agent will evaluate Contractor's performance under this

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Master Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Master Agreement terms and conditions and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of the Master Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Master Agreement or impose other penalties as specified in this Master Agreement.

8.15 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.15.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.15.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.

8.16 EMPLOYMENT ELIGIBILITY VERIFICATION

8.16.1 Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Master Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.16.2 Contractor shall indemnify, defend, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Master

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Agreement.

8.17 FACSIMILE REPRESENTATIONS

County and Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to *sub-paragraph 8.1*, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Master Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.18 FAIR LABOR STANDARDS

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable.

8.19 FORCE MAJEURE

8.19.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Master Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

8.19.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term

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"subcontractor" and "subcontractors" mean subcontractors at any tier.

- 8.19.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.20 GOVERNING LAW, JURISDICTION, AND VENUE

This Master Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Master Agreement, including personal jurisdiction, and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.21 INDEPENDENT CONTRACTOR STATUS

- 8.21.1 This Master Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.21.2 Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Master Agreement all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
- 8.21.3 Contractor understands and agrees that all persons performing work pursuant to this Master Agreement are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Master Agreement.

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8.21.4 Contractor shall adhere to the provisions stated in *sub-paragraph 7.6, Confidentiality*.

8.22 INDEMNIFICATION

Contractor shall indemnify, defend and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Master Agreement.

8.23 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Master Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in *sub-paragraphs 8.24 and 8.25* of this Master Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Master Agreement. County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Master Agreement.

8.23.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Master Agreement.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Master Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the

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contracting party in this Master Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Community and Senior Services
Contracts Management Division
3175 West Sixth Street, Room 403
Los Angeles, CA 90020
Attention: Carol Domingo, Program Manager

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Master Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.23.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and

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defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.23.3 Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Master Agreement, in the sole discretion of County, upon which County may suspend or terminate this Master Agreement.

8.23.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Master Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Master Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.23.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.23.6 Contractor's Insurance Shall Be Primary

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Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.23.7 Waivers of Subrogation

To the fullest extent permitted by law, Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Master Agreement. Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.23.8 Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

8.23.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.23.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Master Agreement expiration, termination or cancellation.

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8.23.11 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.23.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.23.13 Alternative Risk Financing Programs

County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.23.14 County Review and Approval of Insurance Requirements

County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.24 INSURANCE COVERAGE

- 8.24.1 Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

- 8.24.2 Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

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8.24.3 Workers Compensation and Employers' Liability
insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.24.4 Sexual Misconduct Liability

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

8.24.5 Professional Liability/Errors and Omissions

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Master Agreement's expiration, termination or cancellation.

8.25 LIQUIDATED DAMAGES

8.25.1 If, in the judgment of the County, Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the County at its option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to Contractor from County, will be

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forwarded to Contractor by County in a written notice describing the reasons for said action.

8.25.2 If County determines that there are deficiencies in the performance of this Master Agreement that County deems are correctable by Contractor over a certain time span, County will provide a written notice to Contractor to correct the deficiency within specified time frames. Should Contractor fail to correct deficiencies within said time frame, County may:

(a) Deduct from Contractor's payment, pro rata, those applicable portions of the Monthly Master Agreement Sum; and/or

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as may be specified in any Performance Requirements Summary (PRS) Charts in future Work Orders, and that Contractor shall be liable to County for liquidated damages in said amount. Said amount shall be deducted from County's payment to Contractor; and/or

(c) Upon giving five (5) days notice to Contractor for failure to correct the deficiencies, County may correct any and all deficiencies and the total costs incurred by County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to Contractor from the County, as determined by County.

8.25.3 The action noted in *sub-paragraph* 8.25.2 shall not be construed as a penalty, but as adjustment of payment to Contractor to recover County cost due to the failure of Contractor to complete or comply with the provisions of this Master Agreement.

8.25.4 This sub-paragraph shall not, in any manner, restrict or limit County's right to damages for any breach of this Master Agreement provided by law or as specified in the PRS or *sub-paragraph* 8.25.2, and shall not, in any manner, restrict or limit County's right to terminate this Master Agreement as agreed to herein.

8.26 MOST FAVORED PUBLIC ENTITY

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If Contractor's prices decline, or should Contractor at any time during the term of this Master Agreement provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Master Agreement, then such lower prices shall be immediately extended to County.

8.27 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 8.27.1 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.27.2 Contractor shall certify to, and comply with, the provisions of *Exhibit C, Contractor's EEO Certification*.
- 8.27.3 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.27.4 Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.27.5 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement.

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- 8.27.6 Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this *sub-paragraph 8.27* when so requested by County.
- 8.27.7 If County finds that any provisions of this *sub-paragraph 8.27* have been violated, such violation shall constitute a material breach of this Master Agreement upon which County may terminate or suspend this Master Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Master Agreement.
- 8.27.8 The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Master Agreement, County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Master Agreement.

8.28 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Master Agreement shall not restrict County from acquiring similar, equal or like goods and/or services from other entities or sources.

8.29 NOTICE OF DELAYS

Except as otherwise provided under this Master Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Master Agreement, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.30 NOTICE OF DISPUTES

Contractor shall bring to the attention of the County Project Manager and/or County Project Director any dispute between County and Contractor regarding the performance of services as stated in this Master Agreement. If the County Project Manager or County Project Director is not able to resolve the dispute, the Director of Community

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and Senior Services, or their designee, shall resolve it on behalf of County.

8.31 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.32 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Exhibit E, Safely Surrendered Baby Law*, of this Master Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

8.33 NOTICES

All notices or demands required or permitted to be given or made under this Master Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in *Exhibits A, County's Administration and B, Contractor's Administration*. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. County shall have the authority to issue all notices or demands required or permitted by County under this Master Agreement.

8.34 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, Contractor and County agree that, during the term of this Master Agreement and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.35 PUBLIC RECORDS ACT

8.35.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to *sub-paragraph 8.37, Record Retention*

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and Inspection/Audit Settlement of this Master Agreement; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Master Agreement, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq., Public Records Act, and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

- 8.35.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of an SOQ marked "trade secret", "confidential", or "proprietary", Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.36 PUBLICITY

- 8.36.1 Contractor shall not disclose any details in connection with this Master Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publishing its role under this Master Agreement within the following conditions:

- Contractor shall develop all publicity material in a professional manner; and
- During the term of this Master Agreement, Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. County shall not unreasonably withhold written consent.

- 8.36.2 Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Master Agreement with the County of Los Angeles, provided that the requirements of this *sub-paragraph 8.36* shall apply.

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8.37 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Master Agreement in accordance with Generally Accepted Accounting Principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Master Agreement. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Master Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this Master Agreement and for a period of five (5) years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.37.1 In the event that an audit of Contractor is conducted specifically regarding this Master Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then Contractor shall file a copy of such audit report with the County of Los Angeles Auditor-Controller within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Master Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.37.2 Failure on the part of Contractor to comply with any of the provisions of this sub-paragraph shall constitute a material breach of this Master Agreement upon which County may terminate or suspend this Master Agreement.
- 8.37.3 If, at any time during the term of this Master Agreement or within five (5) years after the expiration or termination of this Master Agreement, representatives of County may conduct an audit of Contractor regarding the work performed under this Master Agreement, and if such audit finds that County's dollar liability for any such work is less than payments made by County to the Contractor, then the difference shall be either: a) repaid by Contractor to County by cash payment

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upon demand or b) at the sole option of the County of Los Angeles Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Master Agreement or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Master Agreement exceed the funds appropriated by County for the purpose of this Master Agreement.

8.38 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible on this Master Agreement.

8.39 SUBCONTRACTING

8.39.1 The requirements of this Master Agreement may not be subcontracted by Contractor **without the advance written approval of County**. Any attempt by Contractor to subcontract without the prior written consent of County may be deemed a material breach of this Master Agreement.

8.39.2 If Contractor desires to subcontract, Contractor shall provide the following information promptly at County's request:

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by County.

8.39.3 Contractor shall indemnify and hold County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

8.39.4 Contractor shall remain fully responsible for all performances required of it under this Master Agreement, including those that Contractor has determined to subcontract, notwithstanding County's approval of Contractor's proposed subcontract.

8.39.5 County's consent to subcontract shall not waive County's right to prior and continuing approval of any and all

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personnel, including subcontractor employees, providing services under this Master Agreement. Contractor is responsible to notify its subcontractors of this County right.

- 8.39.6 County's MAPD is authorized to act for and on behalf of County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by County, Contractor shall forward a fully executed subcontract to County for their files.
- 8.39.7 Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.39.8 Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by County from each approved subcontractor. Contractor shall ensure delivery of all such documents to:

County of Los Angeles

Community and Senior Services

Contracts Management Division

3175 West Sixth Street, Room 403

Los Angeles, CA 90020

Attention: Carol Domingo, Program Manager

before any subcontractor employee may perform any work hereunder.

8.40 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in *sub-paragraph 8.13, Contractor's Warranty of Adherence to County's Child Support Compliance Program*, shall constitute a default under this Master Agreement. Without limiting the rights and remedies available to County under any other provision of this Master Agreement, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which County may terminate this Master Agreement pursuant to *sub-paragraph 8.42, Termination for Default* and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

8.41 TERMINATION FOR CONVENIENCE

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- 8.41.1 County may terminate this Master Agreement, and any Work Order issued hereunder, in whole or in part, from time to time or permanently, when such action is deemed by County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.
- 8.41.2 After receipt of a notice of termination and except as otherwise directed by County, Contractor shall immediately:
- Stop work under the Work Order or under this Master Agreement, as identified in such notice;
 - Transfer title and deliver to County all completed work and work in process; and
 - Complete performance of such part of the work as shall not have been terminated by such notice.
- 8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Master Agreement or Work Order shall be maintained by Contractor in accordance with *sub-paragraph 8.37, Record Retention and Inspection/Audit Settlement*.

8.42 TERMINATION FOR DEFAULT

- 8.42.1 County may, by written notice to Contractor, terminate the whole or any part of this Master Agreement, if, in the judgment of County's Project Director:
- Contractor has materially breached this Master Agreement;
 - Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Master Agreement or any Work Order issued hereunder; or
 - Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements of any Work Order issued under this Master Agreement, or of any obligations of this Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

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- 8.42.2 In the event that County terminates this Master Agreement in whole or in part as provided in *sub-paragraph 8.42.1*, County may procure, upon such terms and in such manner as County may deem appropriate, goods and services similar to those so terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this Master Agreement to the extent not terminated under the provisions of this sub-paragraph.
- 8.42.3 Except with respect to defaults of any subcontractor, Contractor shall not be liable for any such excess costs of the type identified in *sub-paragraph 8.42.2* if its failure to perform this Master Agreement, including any Work Order issued hereunder, arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this *sub-paragraph 8.42.3*, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.
- 8.42.4 If, after County has given notice of termination under the provisions of this *sub-paragraph 8.42*, it is determined by County that Contractor was not in default under the provisions of this *sub-paragraph 8.42*, or that the default was excusable under the provisions of *sub-paragraph 8.42.3*, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to *sub-paragraph 8.41, Termination for Convenience*.
- 8.42.5 The rights and remedies of County provided in this *sub-paragraph 8.42* shall not be exclusive and are in addition to

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any other rights and remedies provided by law or under this Master Agreement.

8.43 TERMINATION FOR IMPROPER CONSIDERATION

- 8.43.1 County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Master Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Master Agreement or the making of any determinations with respect to Contractor's performance pursuant to this Master Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- 8.43.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.43.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.44 TERMINATION FOR INSOLVENCY

- 8.44.1 County may terminate this Master Agreement forthwith in the event of the occurrence of any of the following:
- Insolvency of the Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
 - The filing of a voluntary or involuntary petition regarding Contractor under the Federal Bankruptcy Code;
 - The appointment of a Receiver or Trustee for Contractor; or
 - The execution by Contractor of a general assignment for the benefit of creditors.

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8.44.2 The rights and remedies of County provided in this *sub-paragraph 8.44* shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.45 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

Contractor, and each County Lobbyist or County Lobbying firm as defined in Los Angeles County Code Section 2.160.010 retained by Contractor, shall fully comply with the County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County Lobbyist or County Lobbying firm retained by Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Master Agreement, upon which County may in its sole discretion, immediately terminate or suspend this Master Agreement.

8.46 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Master Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Master Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Master Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Master Agreement, then this Master Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. County shall notify Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.47 VALIDITY

If any provision of this Master Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Master Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

8.48 WAIVER

No waiver by County of any breach of any provision of this Master Agreement shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Master Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this *sub-paragraph 8.48* shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.49 WARRANTY AGAINST CONTINGENT FEES

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8.49.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Master Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the for the purpose of securing business.

8.49.2 For breach of this warranty, County shall have the right to terminate this Master Agreement and, at its sole discretion, deduct from the Master Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.50 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.51 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in *Paragraph 8.50, Warranty of Compliance with County's Defaulted Property Tax Reduction Program*, shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA) AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH)

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County is subject to the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Master Agreement, Contractor provides services to County, and Contractor receives, has access to, and/or creates Protected Health Information as defined in *Exhibit G, Contractor's Obligations as a "Business Associate" Under Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH)* in order to provide those services. County and Contractor therefore agree to the terms of *Exhibit G, Contractor's Obligations as a "Business Associate" Under Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH)*.

9.2 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

- 9.2.1 This Master Agreement is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 9.2.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- 9.2.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- 9.2.4 If Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement/Work Order to which it would not otherwise have been entitled, shall:

1. Pay to County any difference between the Work Order amount and what County's costs would have been if the Work Order had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the Work Order; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code, *Determinations of Contractor Non-responsibility and Contractor Debarment*.

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and Office of Affirmative Action Compliance of this information prior to responding to a solicitation or accepting a Master Agreement award.

9.3 ALLEGATIONS OF FRAUD AND/OR ABUSE

9.3.1 Fraud Prevention Reporting

Contractor's staff working on this Master Agreement shall immediately report all suspected or actual instances of fraud as designated in *Exhibit J, Contract Accounting, Administration and Reporting Requirements*.

9.3.2 Child Abuse Reporting

Contractor's staff working on this Contract shall comply with California Penal Code (PC) Section 11164 et seq., and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by the referenced Penal Code. Additionally, Contractor's staff working on this Contract shall also report such abuse to the Los Angeles County Department of Children and Family Services by calling the hotline at (800) 540-4000 within twenty-four (24) hours of discovering or suspecting the abuse. Contractor's staff shall submit all required information to the appropriate authorities in accordance with PC Sections 11166 and 11167.

9.3.3 Elder and Dependent Adult Abuse Reporting

Contractor's staff working on this Contract shall comply with California Welfare and Institutions Code (WIC) Section 15600 et seq., and shall report all known or suspected instances of physical abuse of elders and dependent adults

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either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by the referenced Welfare and Institutions Code. The Contractor's staff working on this Master Agreement shall report the abuse and shall submit all required information in accordance with WIC Sections 15630, 15633 and 15633.5.

9.4 AMERICANS WITH DISABILITIES ACT

9.4.1 Contractor agrees to abide by all applicable Federal, State and local laws including the Americans with Disabilities Act (ADA) and its requirement to provide reasonable accommodations and auxiliary aids or services, unless compliance with the ADA would place an undue financial burden on, or would fundamentally alter the nature of, the Contractor's operations. Contractor shall submit demonstrable evidence of such undue financial burden to County in such circumstances.

9.5 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

9.5.1 The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004," Senate Bill 1262, Chapter 919, increased Charitable Purposes Act requirements. By requiring Contractor to complete *Exhibit N, Charitable Contributions Certification*, County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either Master Agreement termination or debarment proceedings or both, Los Angeles County Code Chapter 2.202. Prior to the commencement of the Contract, Contractor shall submit the completed *Exhibit N, Charitable Contributions Certification* to County's Contract Manager in the time and manner as designated by County.

9.6 FIXED AND NON-FIXED ASSETS AND SUPPLIES

9.6.1 Contractor may use Contract Funds to purchase Fixed Assets, Non-Fixed Assets and Supplies, which are defined in *Exhibit L, Fixed and Non-Fixed Assets and Supplies Purchase, Inventory and Disposal Requirements*. Prior to the commencement of the Contract (and annually thereafter), Contractor shall complete *Exhibit M, Inventory Control Form* and submit it to County's Contract Manager in

the time and manner as designated by County. Contractor shall adhere to the purchase, inventory and disposal requirements for all Fixed Assets, Non-Fixed Assets and Supplies purchased with Master Agreement Funds, as provided by Federal and State regulations as well as the requirements outlined in *Exhibit L, Fixed and Non-Fixed Assets and Supplies Purchase, Inventory and Disposal Requirements*.

9.7 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN

9.7.1 As a pre-condition to the award of this Contract, Contractor represents and warrants that it has registered in the Los Angeles County's vendor registration system (hereafter "WebVen"). The WebVen contains Contractor's business profile and identifies the goods/services being provided by the Contractor. Contractor shall ensure that it updates its vendor profile whenever changes occur to Contractor's operations by accessing the WebVen site located on-line at: <http://lacounty.info/doingbusiness/maindb.htm> (there are underscores in the address between the words 'doing business' and 'main db'). County shall use the data obtained from Contractor's WebVen profile to ensure that Contractor's information is consistent with Master Agreement records (e.g., Contractor shall use its legal name in both the Contract documents and in its WebVen profile).

9.8 MODIFICATIONS

9.8.1 Modifications to the Master Agreement

9.8.1.1 This Master Agreement fully expresses the agreement of the parties. Any modification to this Master Agreement must be by means of a separate written document approved by County. No oral conversation between any officer, employee or agent of the parties shall modify or otherwise amend this Master Agreement in any way. For purposes of this *Paragraph 9.8*, a modification:

- Is a mechanism that allows Contractor to revise its Budget or Services during the Fiscal Year without adversely affecting Contractor's ability to fulfill its obligations under this Contract (i.e., such modification shall not materially change Contractor's obligation to provide the Services outlined in *Exhibit I, Statement of Work*).

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- Allows Contractor to fully utilize Master Agreement Funds to fulfill the requirements of this Master Agreement and adequately cover the provision of Services.
- Is approved by County in writing, must be in the best interests of the County, and Contractor shall adhere to it in its entirety.

9.8.1.2 For any change which does not affect the scope of Work, Master Agreement term, Master Agreement Sum or any other term or condition under this Master Agreement, the County reserves the right to initiate a change notice which shall be prepared and signed by County's Contract Manager.

9.8.1.3 The modification does not change the terms, goals or requirements of the Master Agreement but rather it allows Contractor some flexibility within the terms to fully utilize Contract Funds and to achieve its performance goals. Contractor requests for modifications, either budgetary or programmatic, must be submitted in writing to County's Contract Manager. Contractor shall not request a modification during the first quarter and during the last two (2) months of the current Fiscal Year (except where a written waiver is requested by Contractor and granted by County).

9.8.2 Budget Modifications

9.8.2.1 The movement of funds within an approved Budget from one line item to another line item is classified as a Budget modification. For the entirety of any Fiscal Year, such modification or movement shall not exceed 20% of the baseline amount allocated to the line items being modified (i.e., Contractor's movement of funds among line items shall not cause one line item to be reduced or increased by more than 20% of its baseline amount). For purposes of this *Paragraph 9.8*, baseline is defined as the amount allocated at the beginning of a Fiscal Year; for Fiscal Years following the first Fiscal Year, such amount may differ from what is reflected in the original Contract. The modification shall not change the Contract Sum. Contractor shall notify County's Contract Manager in

writing to request authorization prior to submitting a Budget modification. On the date County approves the modification, such modification shall replace any prior modification(s) approved by County within the same Fiscal Year (i.e., when Contractor's modification number 2 is approved by County, it becomes effective upon the approval date and Contractor's modification number 1 is no longer effective as of that same date).

9.8.3 Program Modifications

9.8.3.1 The movement of Services from one Service category, as defined in *Exhibit I, Statement of Work*, to another is classified as a Program modification. Contractor shall notify County's Contract Manager in writing to request authorization prior to submitting a Program modification. On the date County approves the modification, such modification shall replace any prior modification(s) approved by County within the same Fiscal Year (i.e., when Contractor's modification number 2 is approved by County, it becomes effective upon the approval date and Contractor's modification number 1 is no longer effective as of that same date).

9.8.4 Limitation on Corporate Acts

9.8.4.1 Contractor shall not amend its Articles of Incorporation or By-laws, move to dissolve or transfer any assets obtained using Contract Funds, or take any other steps which may materially affect the performance of this Contract without first notifying County in writing no less than thirty (30) days prior to said action. Contractor shall notify County's Contract Manager immediately in writing of any change in Contractor's corporate name.

9.8.4.2 If, in County's sole discretion, the steps taken by Contractor are determined to materially affect Contractor's performance of the Contract terms, County may, at its sole discretion, take any (or all) of the following actions:

- Require Contractor to remedy the areas that affect Contractor's ability to perform its contractual obligations.
- Suspend Contractor from performing (and

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receiving payment for) Contract tasks until a remedy has been reached.

- Terminate the Contract pursuant to *Paragraph 8.42, Termination for Default*.

9.9 NEPOTISM

9.9.1 Contractor certifies that it shall not hire nor permit the hiring of any person in a position funded under this Contract if a member of the person's immediate family is employed in an administrative capacity by Contractor. For purposes of this *Paragraph 9.9*, the term "immediate family" means spouse (common law or otherwise, and including domestic partner), child, mother, father, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, step-child, or such other relationship which would give rise to a substantial appearance of impropriety if the person were to be hired by Contractor. The term "administrative capacity" means a position that has overall administrative responsibility for the Program, including but not limited to selection, hiring, or supervisory responsibilities.

9.10 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

9.10.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's Work pursuant to this Contract. Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's Work under this Contract.

9.10.2 During the term of this Contract and for five (5) years thereafter, Contractor shall maintain and provide security for all of Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

9.10.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by

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Contractor to County's Contract Manager as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

9.10.4 County will use reasonable means to ensure that Contractor's proprietary and/or confidential items are safeguarded and held in confidence. County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of Contractor.

9.10.5 Notwithstanding any other provision of this Contract, County will not be obligated to Contractor in any way under *sub-paragraph 9.10.4* for any of Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by *sub-paragraph 9.10.3* or for any disclosure which County is required to make under any Federal or State law or order of court.

9.10.6 Notwithstanding any other provision of this Contract, County and Contractor agree that County shall have all ownership rights of software or modification thereof and associated documentation designed, developed or installed using Federal financial participation. The Federal government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Contract, proprietary operating/vendor software packages, which are provided at established catalog or market prices and sold or leased to the general public, shall not be subject to the ownership provisions of this *Paragraph 9.10*.

9.10.7 All the rights and obligations of this *Paragraph 9.10*, shall survive the expiration or termination of this Contract.

9.11 PATENT, COPYRIGHT & TRADE SECRET INDEMNIFICATION

9.11.1 Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third-party's patent or copyright, or any actual or alleged unauthorized trade

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secret disclosure, arising from or related to the operation and utilization of Contractor's Work under this Contract. County shall inform Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support Contractor's defense and settlement thereof.

9.11.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

9.11.3 Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by Contractor, in a manner for which the questioned product was not designed nor intended.

9.12 PROBATION AND SUSPENSION

9.12.1 Contractor may be placed on probation or suspension for any Service (or task) herein, when County determines that Contractor has demonstrated a consistent and significant lack of achievement of the Contract goals (including, but not limited to, meeting the requirements for Program performance, the Budget, expenditures, staffing, administration, etc.) and/or that Contractor is out of compliance with any part of this Contract. County shall notify Contractor in writing in the event that Contractor is placed on either probationary or suspension status. Probation as used herein shall mean County's monitoring of Contractor's non-compliance with the Contract; Contractor's continued non-compliance may impact its ability to obtain future funding. Suspension as used herein shall mean County's withholding of payment to Contractor and/or a temporary curtailment of Services provided under the Contract by Contractor and subcontractor(s), if any.

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9.12.2 County's written notice of probation or suspension shall set forth the conditions of Contractor's non-compliance as well as the period in which Contractor must correct noted deficiencies. In response to this notice, Contractor shall submit a written Corrective Action Plan to County's Compliance Manager within ten (10) days of the postmark date indicated on the notice from County. Contractor's corrective action plan shall address all of the deficiencies noted by County.

9.12.3 County shall review Contractor's Corrective Action Plan, and will determine whether it meets the requirements for County's approval. County reserves the right to suspend/deduct payments for or to terminate all or any part of this Contract (and/or any of Contractor's other contracts with County) when Contractor submits a Corrective Action Plan that is not acceptable to County.

9.12.4 Contractor shall implement the corrective action plan upon receiving County's final written approval of the plan. Contractor's failure to comply with County's approved plan will be cause for material breach of Master Agreement upon which County may pursue the remedies for default of Master Agreement.

9.13 TRANSITION OF MASTER AGREEMENT SERVICES

9.13.1 Completion of Master Agreement

9.13.1.1 Within sixty (60) calendar days prior to the expiration of this Contract (or shorter time period if notified in writing by County), Contractor shall allow County or a newly selected contractor a transition period for orientation purposes and the orderly transition of Contractor's current Services without additional costs to County. Contractor shall continue to provide Services timely and accurately so that the Services are current at the expiration of this Master Agreement.

9.13.2 Transition Plan

9.13.2.1 If the Master Agreement (or any part thereof) is terminated pursuant to *Paragraph 8.41, Termination for Convenience* or expires pursuant to *Paragraph 4.0, Term of Master Agreement*, Contractor shall provide to County a transition plan, within the timeframe designated by County in the notice of termination. Contractor shall adhere to said

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transition plan. At a minimum, the transition plan shall include the following:

- Description of how Clients will be notified about the change in their Service provider;
- A plan to communicate with other organizations that can assist in locating alternative Services;
- A plan to inform community referral sources of the pending termination of Services and what alternatives, if any, exist for future referrals;
- A plan to evaluate Clients in order to assure appropriate placement that will allow Clients to receive Services;
- A plan to transfer any confidential medical and Client records to the new contractor in accordance with applicable provisions of the Health Insurance Portability and Accountability Act of 1996 or other Federal, State or local laws and regulations;
- A plan to dispose of confidential records in accordance with applicable laws and regulations, and the terms of this Contract;
- A plan for adequate staff to provide continued care through the term of the Contract; and
- A full inventory and plan to dispose, transfer, or return to County all equipment purchased with Contract Funds during the entire term of the Contract.

9.14 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

9.14.1 This Master Agreement is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Los Angeles County Code Chapter 2.205.

9.14.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

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9.14.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

9.14.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the Master Agreement amount and what the County's costs would have been if the Master Agreement had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10% of the amount of the Master Agreement; and
3. Be subject to the provisions of Los Angeles County Code Chapter 2.202, Determinations of Contractor Non-Responsibility and Contractor Debarment.

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting the Master Agreement award.

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AUTHORIZATION OF MASTER AGREEMENT FOR YOUTH PROGRAM SERVICES

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be executed by the Director, Community and Senior Services or designee, and approved as to form by County Counsel, and Contractor has caused this Master Agreement to be executed on its behalf by its duly authorized officer, this 1st day of December, 2012.

COUNTY OF LOS ANGELES

By _____
Director
Community and Senior Services

By _____
Contractor
Signed: _____
Printed: Craig Cornwell
Title: City Attorney

Signed: _____
Printed: G. Harold Duffey
Title: City Manager

APPROVED AS TO FORM:

John Krattli
Acting County Counsel

Signed: _____
Printed: Alita Godwin
Title: City Clerk

By 
Deputy County Counsel

#5.

**EXHIBIT K
JOINT FUNDING REVENUE DISCLOSURE**

City of Compton CareerLink
Contractor's Name

Y080915
Contract Number

Kimberly McKenzie
Name of Preparer (Print)

1/9/2013
Date Prepared

List all revenue coming to Contractor (including foundation grants and donations). Use additional pages as necessary.

	Revenue Source (Agency or Organization Name, Contact Name and Phone Number)	Funding Amount	Funding Period	
			Start Date	End Date
1	LA County CSS	\$594,468	07/01/2012	06/30/2013
2	LA County CSS	\$55,110	07/01/2012	09/30/2012
3	City of Compton General Fund	\$30,939	07/01/2012	06/30/2013
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
TOTAL		\$ \$680,517 -		



CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)
08/09/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA		CONTACT NAME: PHONE (A/C. No. Ext): (415) 486-7000 FAX (A/C. No.): (415) 486-7029 E-MAIL ADDRESS:	
INSURED City of Compton 205 S. Willowbrook Ave. Compton CA 90220 USA		INSURER(S) AFFORDING COVERAGE INSURER A: Scottsdale Ins Company 41297 INSURER B: Starr Indemnity & Liability Company 38318 INSURER C: National Union Fire Ins Co of Pittsburgh 19445 INSURER D: INSURER E: INSURER F:	

Holder Identifier:

COVERAGES

CERTIFICATE NUMBER: 570047250876

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

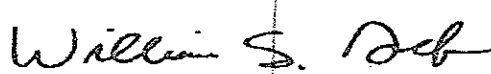
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBRI WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY			SISCPEL01824112	07/01/2012	07/01/2013	EACH OCCURRENCE \$15,000,000
	☒ COMMERCIAL GENERAL LIABILITY			SIR applies per policy terms & conditions			DAMAGE TO RENTED PREMISES (Ea occurrence)
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person)
							PERSONAL & ADV INJURY
							GENERAL AGGREGATE \$15,000,000
							PRODUCTS - COMPROP AGG \$15,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	☒ POLICY ☐ PRO-JECT ☐ LOC						
A	AUTOMOBILE LIABILITY			WAS0000373	07/01/2012	07/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	ANY AUTO						BODILY INJURY (Per person)
	ALL OWNED AUTOS ☒ SCHEDULED AUTOS						BODILY INJURY (Per accident)
	HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE
	DED ☐ RETENTION						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS ☐ OTH-ER
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NR)						E.L. EACH ACCIDENT
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE
							E.L. DISEASE-POLICY LIMIT
C	D&O-Primary			024208502	07/01/2012	07/01/2013	D&O limit each loss \$1,000,000
							Deductible \$75,000
							D&O limit each poli \$1,000,000

Certificate No : 570047250876

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder is included as Additional Insured as respects the agreement with the City of Compton.

CERTIFICATE HOLDER
CANCELLATION

LA County Department of Community and Senior Services Attn: Jackie Sakane 3175 W. 6th Street Los Angeles, CA 90020 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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Attachment to ACORD Certificate for City of Compton

The terms, conditions and provisions noted below are hereby attached to the captioned certificate as additional description of the coverage afforded by the insurer(s). This attachment does not contain all terms, conditions, coverages or exclusions contained in the policy.

INSCRED

City of Compton
205 S. willowbrook Ave.
Compton CA 90220 USA

INSURER	
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

[illegible]

Certificate No : 570047250876



lacounty.gov

County of Los Angeles COMMUNITY AND SENIOR SERVICES

3175 West Sixth Street, Los Angeles, CA 90020
Tel: 213-738-2600 • Fax: 213-487-0379



css.lacounty.gov

Gloria Molina
Mark Ridley-Thomas
Zev Yaroslavsky
Don Knabe
Michael D. Antonovich

Enriching Lives Through Effective and Caring Service

Cynthia D. Banks
Director

Otto Solórzano
Chief Deputy

July 6, 2012

Bryan Batiste City Manager
City of Compton Careerlink
700 N. Bullis Rd.
Compton, CA 90221

YOUTH PROGRAM SERVICES REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ) RFSQ NO.: CMD-01-12 NOTIFICATION OF MASTER AGREEMENT AWARD

Dear Bryan Batiste:

Thank you for submitting a Statement of Qualifications in response to the Youth Program Services RFSQ (RFSQ No.: CMD-01-12). The evaluation committee has completed its review of all SOQs. Your agency has passed the minimum mandatory requirements, as stated in Section 1.4, "Minimum Mandatory Requirements" of the RFSQ, which qualifies your agency to receive a Master Agreement. Receiving a Master Agreement is contingent on final Board of Supervisors approval, and on Section 3.4, "Master Agreement Award" of the RFSQ.

Please keep in mind that receiving a Master Agreement does not guarantee your agency any minimum amount of work or funding. Your agency will be notified when Work Orders are released, and will be invited to submit a proposal addressing the needs specified in the Work Order. CSS anticipates releasing its first Work Order by the end of calendar year 2012.

Your agency will be notified of the next steps in moving forward with executing the Master Agreement.

If you have any questions, please contact my staff at: jvaldez@css.lacounty.gov

Sincerely,

Carol Domingo ^{CF}

Carol Domingo, Program Manager
Contracts Management Division

C: File

RESOLUTION SIGN-OFF FORM

DEPARTMENT:

CareerLink

RESOLUTION TITLE:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A MASTER AGREEMENT WITH THE COMMUNITY AND SENIOR SERVICES OF LOS ANGELES COUNTY FOR YOUTH PROGRAM SERVICES

Kimberly McKenzie

DEPARTMENT MANAGER’S SIGNATURE

1/30/2013 10:29:38 AM

DATE

REVIEW / APPROVAL

Ruth Rugley

CITY ATTORNEY

1/30/2013 11:15:03 AM

DATE

Stephen Ajobiewe

CITY CONTROLLER

1/30/2013 2:10:21 PM

DATE

G. Harold Duffey

CITY MANAGER

1/30/2013 11:05:30 AM

DATE

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

February 5, 2013

TO: MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: CITY ATTORNEY

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO APPROPRIATE INSURANCE REIMBURSEMENT FUNDS IN THE AMOUNT OF \$100,000 FROM THE GENERAL LIABILITY FUND TO THE CITY ATTORNEY'S OFFICE LIABILITY ACCOUNT FOR PAYMENT OF REDISTRICTING CONSULTANTS AND OTHER LEGAL MATTERS

SUMMARY

The City Council will consider adopting a Resolution authorizing the City Manager to appropriate funds in the amount of \$100,000, which was reimbursed to the City through its Insurance Liability policy, from the General Liability Fund to the City Attorney's Office for payment of redistricting consultants and other legal matters.

BACKGROUND

A group of Compton residents filed a civil lawsuit against the City of Compton (Gonzalez v. City of Compton, LASC BC450494) seeking to compel a change in the City's electoral process of its City Council. The City is divided into four (4) "council districts" (i.e. a specific geographic area of the City which is represented by one Council member). Historically, the City's election system has required that each member of the City Council reside within the *council district* that he or she represents. Each member of City Council, however, is elected by a majority of *all* registered voters residing within the City from all four (4) council districts (i.e. an "*at-large*" election system). The lawsuit sought to compel the City to change its "*at-large*" election system to a "*by district*" election system which requires candidates for City Council to reside within their respective council districts **and** be elected only by those registered voters who reside within that council district. Consequently, the parties agreed to a settlement of the lawsuit wherein the City agreed to change its electoral process to a "*by district*" election system.

The City, in order to comply with federal and state law as well as the settlement agreement, was obligated to redistrict each council district to reflect the new changes in district boundaries. To assist in the redistricting process, the City hired redistricting consultants to provide consultation on the procedures governing the redistricting process to ensure compliance with both constitutional

#6.

Staff Report - Resolution Authorizing City Manager to
Appropriate Insurance Reimbursement Funds from
General Liability Fund to City Attorney Liability Account.
February 5, 2013

and statutory requirements of population equality, the Voting Rights Act and the Fourteenth Amendment.

STATEMENT OF ISSUE

The City has a *Directors, Officers and Employment Practices Liability Insurance* policy ("Policy") which affords a combined limit of up to \$1,000,000 of coverage for costs pertaining to legal expenses, including attorney fees and indemnification. In accordance with this Policy and settlement of the *Gonzalez* litigation, the City received a check (Check No. 21542955) in the amount of \$100,000 from the insurer (National Union Fire Insurance Co. of Pittsburgh) to cover the costs of the City's legal expenses related to this litigation. These funds were accepted by the City and deposited into the General Liability Fund.

To cover the costs of legal expenses resulting from the hiring of redistricting consultants and other associated expenses, the City Attorney's Office is requesting the appropriation of these funds into the City Attorney's Liability Account.

FISCAL IMPACT

There is no fiscal impact because the requested action is only an appropriation of funds from the General Liability Fund to the City Attorney's Liability Account to cover legal expenses related to the *Gonzalez* litigation.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution authorizing the City Manager to appropriate the insurance reimbursement funds in the amount of \$100,000 from the General Liability Fund to the City Attorney's Office Liability Account.

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 APPROPRIATE INSURANCE
REIMBURSEMENT FUNDS IN THE AMOUNT OF \$100,000 FROM THE
GENERAL LIABILITY FUND TO THE CITY ATTORNEY'S OFFICE
LIABILITY ACCOUNT FOR PAYMENT OF REDISTRICTING
CONSULTANTS AND OTHER LEGAL MATTERS

WHEREAS, the City, in settlement of a lawsuit (*Gonzalez v. City of Compton*, LASC BC450494) regarding voters' rights agreed to change its "at-large" election system to a "by-district" election system; and

WHEREAS, the City, in order to comply with federal and state law as well as the settlement agreement, was obligated to redistrict each electoral council district to reflect the new change in district boundaries; and

WHEREAS, the City hired redistricting consultants to provide guidance regarding the procedures governing the redistricting process to ensure compliance with both constitutional and statutory requirements of population equality, the Voting Rights Act and the Fourteenth Amendment; and

WHEREAS, on or about October 23, 2012, the City, after receiving public comments regarding the proposed draft City Council district plans, completed the redistricting process by adopting a proposed plan; and

WHEREAS, as a result of the *Gonzalez* lawsuit being settled and pursuant to the City's Liability Insurance policy, the City received Check No. 21542955 from its insurer, *National Union Fire Insurance Co. of Pittsburgh*, in the amount of \$100,000 to cover the costs of the City's legal expenses related to this litigation; and

WHEREAS, these funds have been accepted by the City and deposited into the General Liability Fund; and

WHEREAS, there is a need to authorize the City Manager to appropriate these funds into the Office of the City Attorney's Liability Account to cover the legal expenses incurred as a result of hiring redistricting consultants as well as other associated costs related to this litigation.

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

Section 1. That the City Manager is authorized to appropriate the insurance reimbursement funds in the amount of \$100,000 into the City Attorney's Liability Account to cover legal expenses incurred for the hiring of redistricting consultants as well as other associated costs.

Section 2. That the City shall amend and reduce the General Liability Fund Fiscal Year 2012 - 2013 Budget in the amount of One Hundred Thousand Dollars (\$100,000) and appropriate these funds into the City Attorney's Liability Ability Account as follows:

<u>Increase Revenue</u>		
<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
6400-000-000-3571	Legal Recovery Revenue	\$100,000

<u>Increase Expenditure</u>		
Account Number	Description	Amount
6400-420-000-4261	Legal Expenses	\$100,000

Section 3. That a copy of this Resolution shall be forwarded to the offices of the City Clerk, City Attorney, City Manager and the City Controller.

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

ADOPTED this ____ day of _____, 2013.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, do hereby certify that the foregoing 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: COUNCILMEMBERS-
NOES: COUNCILMEMBERS-
ABSTAIN: COUNCILMEMBERS-
ABSENT: COUNCILMEMBERS-

CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: City Attorney

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO APPROPRIATE INSURANCE REIMBURSEMENT FUNDS IN THE AMOUNT OF \$100,000 FROM THE GENERAL LIABILITY FUND TO THE CITY ATTORNEY'S OFFICE LIABILITY ACCOUNT FOR PAYMENT OF REDISTRICTING CONSULTANTS AND OTHER LEGAL MATTERS

Ruth Rugley
DEPARTMENT MANAGER’S SIGNATURE

1/24/2013 2:45:49 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

1/30/2013 11:11:30 AM
DATE

Stephen Ajobiewe
CITY CONTROLLER

1/30/2013 2:03:37 PM
DATE

G. Harold Duffey
CITY MANAGER

1/30/2013 11:02:56 AM
DATE

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

February 5, 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 DEPARTMENT

SUMMARY

This resolution authorizes the City Manager to issue purchases orders to vendors who are commonly used by the Public Works Street Maintenance Department's Mechanic Shop.

BACKGROUND

The Public Works Mechanic Shop maintains all City fleet vehicles and equipment. The Department frequently procures mechanic shop supplies and/or materials that are needed to ensure effective performance of City vehicles and City owned equipment for City business.

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" to cover various and unforeseen circumstances relating to City owned vehicles and equipment handled by the Mechanic Division of Street Maintenance. The vendor appropriations listed will cover necessary expenses needed for Fiscal Year 2012-2013 in the amount of \$235,000 which includes prior year 2011-2012 expenditures in the amount of \$4,150.22.

FINANCIAL IMPACT

The funds for Fiscal Year 2012-2013 in the amount of \$235,000, which includes prior year 2011-2012 expenditures in the amount of \$4,150.22, are in the Public Works Department's 2012-2013 Fiscal Year budget and will not exceed \$235,000. Funds are allocated as follows:

<u>Account Nos.</u>	<u>Fund</u>	<u>Description</u>	<u>Amount</u>
6000-72-0000-4269	Equipment Rental	Other Contract Services	\$233,603
6000-72-0000-4236	Equipment Rental	Maintenance and Repair	\$ 1,397
Total			\$235,000

#7.

**Mechanic Shop
Staff Report
Page 2**

ALTERNATIVE

There are no viable alternatives.

STAFF RECOMMENDATION

Staff recommends the adoption of the attached resolution.

**HIEN NGUYEN, P.E.
INTERIM DIRECTOR OF PUBLIC WORKS /
CITY ENGINEER**

APPROVED FOR FORWARDING:

**G. HAROLD DUFFEY
CITY MANAGER**

GHD/HCW/RC

RESOLUTION NO. _____

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

WHEREAS, the Public Works Department is requesting that the City Manager is authorized to issue purchase orders to vendors who are commonly used by the Public Works Street Maintenance Department’s Mechanic Shop; and

WHEREAS, Public Works Mechanic Shop maintains all City fleet vehicles and equipment; and

WHEREAS, the department frequently procures mechanic shop supplies and/or materials that are needed to ensure effective performance of City vehicles and City owned equipment for City business; and

WHEREAS, due to the daily operations, it is important that funds are appropriated for the listed vendors in “Appendix A” to cover various and unforeseen circumstances relating to City owned vehicles and equipment handled by the Mechanic Division of Street Maintenance; and

WHEREAS, the Public Works Street Maintenance Division would like the ability to purchase needed materials for Fiscal Year 2012-2013; 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 to the vendors listed in “Appendix A” in the amount of \$235,000 which includes prior year 2011-2012 expenditures in the amount of \$4,150.22. Appropriations are in the Public Works Department’s 2012-2013 Fiscal Year budget and will not exceed \$235,000 (Two Hundred Thirty Five Dollars). Funds will be allocated as follows:

<u>Account Nos.</u>	<u>Fund</u>	<u>Description</u>	<u>Amount</u>
6000-72-0000-4269	Equipment Rental	Other Contract Services	\$233,603
6000-72-0000-4236	Equipment Rental	Maintenance and Repair	\$ 1,397
Total			\$235,000

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 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

MECHANIC SHOP SUPPLIERS

VENDOR	FUND	AMOUNT	OUTSTANDING 2011-12 BALANCES	ACCOUNT NO	DESCRIPTION	LOCAL	
						YES	NO
B & M BODY SHOP	EQUIP. RENTAL	\$ 20,000		6000-72-0000-4269	Body repairs for City fleet		
CENTRAL FORD	EQUIP. RENTAL	\$ 10,000	\$ 1,775	6000-72-0000-4269	Repair materials for City fleet		
CASE POWER AND EQUIPMENT	EQUIP. RENTAL	\$ 20,000		6000-72-0000-4269	Specialty parts for vehicle and equipment repair		
GCR TIRES	EQUIP. RENTAL	\$ 20,000	\$ 2,375	6000-72-0000-4269	Tires for City fleet		
GEORGE CHEVROLET	EQUIP. RENTAL	\$ 10,000		6000-72-0000-4269	City vehicle fleet repair for cars/trucks		
NAPA AUTO PARTS	EQUIP. RENTAL	\$ 20,000		6000-72-0000-4269	Auto parts and specialty hoses for vehicle maintenance and repair		
DEILLY AUTO PARTS	EQUIP. RENTAL	\$ 20,000		6000-72-0000-4269	Miscellaneous auto parts for City fleet		
ORRINGTON FORD	EQUIP. RENTAL	\$ 10,000		6000-72-0000-4269	City vehicle repairs as needed		
YAMADA COMPANY	EQUIP. RENTAL	\$ 10,000		6000-72-0000-4269	Lawn Mower materials/supplies/maintenance		
PATTEN ENERGY	EQUIP. RENTAL	\$ 20,000		6000-72-0000-4269	Gas and diesel fuel		
B & M EQUIPMENT	EQUIP. RENTAL	\$ 10,000		6000-72-0000-4269	Lawn Mower materials/supplies/maintenance		
MAR CO EQUIPMENT	EQUIP. RENTAL	\$ 45,000		6000-72-0000-4269	Street Sweeper brooms		
WEST COAST EQUIPMENT	EQUIP. RENTAL	\$ 10,000		6000-72-0000-4269	Street Sweeper brushes		
QUINN CATERILLER COMPANY	EQUIP. RENTAL	\$ 8,603		6000-72-0000-4269	Parts/equipment for Caterpillar loader		
QUINN CATERILLER COMPANY	MAINT./REPAIR	\$ 1,397		6000-72-0000-4236	Parts/equipment for Caterpillar loader		
TOTAL		\$ 235,000	\$ 4,150				

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Public Works-Engineering

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

John Strickland
DEPARTMENT MANAGER’S SIGNATURE

1/9/2013 3:24:01 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

1/17/2013 12:07:55 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

1/17/2013 6:02:36 PM
DATE

G. Harold Duffey
CITY MANAGER

1/17/2013 12:03:46 PM
DATE

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

February 5, 2013

TO: MAYOR AND CITY COUNCIL MEMBERS

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

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COMPTON ADOPTING A REDUCTION IN THE FIXED ROUTE
TRANSIT FARES FOR SENIORS RIDING THE COMPTON
RENAISSANCE TRANSIT SYSTEM**

SUMMARY

This resolution authorizes a reduction in the fixed route transit fares for seniors riding the Compton Renaissance Transit System.

BACKGROUND

Since the 1990's, the City of Compton has operated the Compton Renaissance Transit System, a fixed route transit service operating Monday through Friday from 7:30 a.m. to 3:30 p.m. and Saturday from 9:30 a.m. to 3:30 p.m. There are currently five routes operating throughout the City of Compton.

In June 2011, the City Council adopted Resolution No. 23,353 increasing the fares from \$.50 to \$1.25. The City now desires to provide a discount for seniors (62 and older). In January 2013, staff conducted an analysis to determine the fares charged for seniors utilizing transportation services from four nearby cities. The results were as follows:

MTA	\$.55
Torrance Transit	\$.25
Gardena Transit	\$.35
Long Beach Transit	\$.60

STATEMENT OF THE ISSUE

The City of Compton desires to provide seniors (62 and older) a discount from \$1.25 to \$.50 for utilizing the Compton Renaissance Transit System effective March 1, 2013. Therefore in order to provide a reduction in the fixed route transit fares, City Council approval is needed.

FISCAL IMPACT

There would be no fiscal impact to the general fund. The fixed transit service is currently being funded from Proposition A Funds which are designated for transit related projects.

#8.

Senior Discount Staff Report

February 5, 2013

Page 2

RECOMMENDATION

Staff recommends the adoption of the attached resolution.

GLEN W.C. KAU, P.E.

INTERIM DIRECTOR

PUBLIC WORKS AND MUNICIPAL UTILITIES DEPARTMENT

APPROVED FOR FORWARDING:

G. HAROLD DUFFEY

CITY MANAGER

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COMPTON ADOPTING A REDUCTION IN THE FIXED ROUTE
TRANSIT FARES FOR SENIORS RIDING THE COMPTON
RENAISSANCE TRANSIT SYSTEM**

WHEREAS, the City of Compton provides public transit services via the Compton Renaissance Transit System; and,

WHEREAS, the Compton Renaissance Transit System provides a vital public service to the residents of the City; and

WHEREAS, the City desires to provide a discount to seniors (62 and older); and

WHEREAS, staff recommends that fixed-route transit fares be reduced from \$ 1.25 to \$.50; and

WHEREAS, the new fares of \$.50 for seniors (62 and older) will be effective March 1, 2013.

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

SECTION 1. That the basic fare for the Renaissance Transit System for seniors shall be decreased from \$1.25 to \$.50.

SECTION 2. That the effective date of the new fare of \$.50 will be March 1, 2013.

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

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

ADOPTED this _____ day of _____, 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 passed and 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, by the following vote:

AYES: COUNCILMEMBERS –
NOES: COUNCILMEMBERS –
ABSTAIN: COUNCILMEMBERS –
ABSENT: COUNCILMEMBERS –

CITY CLERK OF THE CITY OF COMPTON

Cash Fares
 Passes & Tokens
 Reduced Fares
 Fares
 TAP

Cash Fares

Paying With Cash

The simplest way to pay your fare is with cash each time you board a bus or train. You can also purchase transfers between lines operated by Metro and those operated by other carriers.

		Regular	Senior/ Disabled/ Medicare*
Base Fare		\$1.50	\$0.55
Required for each boarding			
Metro-to-Muni Transfer		\$0.35	\$0.10
Required for transfer to municipal lines; Not valid on Metro Bus and Metro Rail			
Freeway Express Add-Ons	Zone 1	\$0.70	\$0.30
Bus only on freeway routes			
	Zone 2	\$1.40	\$0.60
Seniors Age 62+ /Disabled Off-Peak Base Fare		--	\$0.25
Weekdays 9 a.m. – 3 p.m. and 7 p.m. – 5 a.m.;			
All day on weekends and Federal holidays			
Metro Day Pass		\$5.00	\$1.80
Good for local travel until 3am the following day. May be			

Cash Fares Efectivo Tarifas	Local Locales	L.A. Express L.A. Expreso
Base Fare / Tarifa Básica	\$1.00	\$2.00
1 Seniors / Ancianos	\$0.25	\$0.75
2 Children / Niños	Free / Gratis	Free / Gratis
3 Students Estudiantes	\$0.50	\$1.00
Disabled / Personas Incapacitadas 4	\$0.25	\$0.75
Medicare Card Holders 6 Personas con Tarjetas de Medicare 5	Free / Gratis	Free / Gratis
	\$0.25	\$0.75
Transfers / Transbordos		
Interagency	Fare / Tarifa + \$0.40	
Passes Pases	Local Locales	L.A. Express L.A. Expreso
Torrance Regular	\$35.00/month	\$65.00/month
Torrance Students Estudiantes	\$30.00/month	+\$1.00/ride
EZ Pass Regular	\$84.00/month	\$106.00/month
EZ Pass Seniors EZ Pass Ancianos	\$35.00/month	\$44.50/month
Notes / Notas		

- 1** Must be 65 or older.
Solo para mayores de 65 años de edad.
- 2** Children under 5 may ride free.
Los niños menores de 5 años pueden viajar gratis.
- 3** Students must show a valid K-12 or College I.D. to qualify for reduced fare.
Los estudiantes deben de mostrar una identificación válida K-12 o I.D. de Colegio Para calificar para la tarifa reducida.
- 4** Reduced fare is valid for disabled persons with L.A. County Transit Operators Association (LACTOA) Disabled TAP I.D.
Tarifa reducida es válida para las personas con discapacidad con L.A. County Transit Operators Association (LACTOA) Personas Incapacitadas TAP I.D.
- 5** Blind, Legally Blind, and Valid Access Services Inc. card holders ride for free.
Ciegos, Legalmente Ciego, y Access Services Inc. válido en los titulares de la tarjeta viajan gratis.
- 6** Reduced fare is valid for people with Medicare Cards.
Tarifa reducida es válida para las personas con Tarjetas de Medicare.

Wondering Where to Purchase Gardena Bus Tokens?

Gardena Bus Tokens can be purchased at the Gardena Municipal Bus lines located at 13999 South Western Avenue, during normal business hours 8:00 a.m. to 5:00 p.m., Monday through Friday.

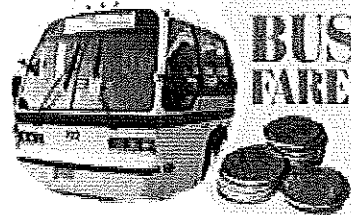
Bus Fare Option

Basic Local Fare	\$1.00
Transfers	\$.40
Seniors age 62 and over*	\$.35
Disabled Citizens*	\$.35
Blind Ride Free	Free
Blind Rider Escort	\$.35
Children under age 5 (Maximum of two children under age 5 per adult.)	Free
Students (Valid ID)	\$.70
Bus Tokens	\$1.00

***Seniors:** Must be at least 62 years of age and show proof of age to board with reduced fare.
The following identification cards are acceptable: DMV identification card, Medicare card and MTA senior card.

***Disabled:** Passengers must show one of the following identification cards to board with reduced fare:
Medicare card, LACTOA Disabled card, or Access Paratransit card.

The City of Gardena Transportation Department has a convenient and affordable transit system that transports citizens all over the City of Gardena. The basic local fare is \$1.00 per person on all lines. Local fare is free for children under the age of 5 years (maximum of two children under five per adult). Seventy (70) cents for students with valid ID, and thirty-five (35) cents for seniors age 62 and over and disabled citizens. Transfers may also be purchased for forty (40) cents.



For more information, contact the Transportation Department located at 13999 South Western Avenue, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or call (310) 965-8888. Thank you for riding Gardena Bus.



LONG BEACH TRANSIT

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Fares & Transfers

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The AquaLink

The AquaBus

Dial-A-Lift



Fares & Transfers

Fares

Day, 5-Day, and 30-Day Passes

How to Use Your Magnetic Pass

Transfer Policies

Major Transfer Locations

Discount Fare Eligibility

Fares & Transfers

Long Beach Transit offers a superior transit service at a very reasonable price. There are even discount fares for seniors, people with disabilities, medicare and students. Go to the Discount Fare Eligibility to see if you qualify. Magnetic fare technology makes it easy to budget your transit needs.

Fares

Regular Fare	\$1.25
Inter-agency Transfer	50¢
25-Ride Ticket Book	\$31.25

Discount Fares

Medicare	60¢*
Senior (62 years & older)	60¢*
Disabled Cash	60¢*
Legally Blind	FREE*
Wheelchair Passenger	FREE*
Children (Age 4 & under)	FREE
Bike Rack Use	FREE

Long Beach Transit's fareboxes accept coins (including \$1 coins) and dollar bills, but do not make change and the bus drivers carry no cash. You may purchase passes with cash, check, or credit cards (Visa and MasterCard) at the Transit and Visitors Information Center at 130 E. 1st Street.

Please have exact fare ready. If you need an Interagency Transfer, please purchase one when you board the bus.

Correct I.D. required for all discount fares.

*Special eligibility requirements apply for all discounted fares. Medicare

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Public Works-Engineering

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING A REDUCTION IN THE FIXED ROUTE PARATRANSIT FARES FOR SENIORS RIDING THE COMPTON RENAISSANCE TRANSIT SYSTEM

<ManagersName>
DEPARTMENT MANAGER’S SIGNATURE

<ManagersDate>
DATE

REVIEW / APPROVAL

<LegalName>
CITY ATTORNEY

<LegalDate>
DATE

<ControllerName>
CITY CONTROLLER

<ControllerDate>
DATE

<CityManager>
CITY MANAGER

<CityManagerDate>
DATE

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

February 5, 2013

TO: MAYOR AND COUNCIL MEMBERS

**FROM: GLEN KAU, INTERIM DIRECTOR
PUBLIC WORKS AND MUNICIPAL UTILITIES DEPARTMENT**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COMPTON AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER
TO CINTAS CORPORATION FOR UNIFORM SERVICES**

SUMMARY

Authorization is needed to issue a purchase order to Cintas Corporation for uniform services for the Public Works and Municipal Utilities Department's field crew.

BACKGROUND

The Public Works and Municipal Utilities Department field services employees are required to wear uniforms while performing their duties. The Department utilizes the services of Cintas Corporation for uniform services. Cintas is responsible for supplying, cleaning and replacing uniforms. It is necessary for the Department to issue a purchase order for uniform services in the amount of \$15,000.00 (Fifteen Thousand Dollars).

STATEMENT OF THE ISSUE

The Department was utilizing uniform services of another company, however, the field crew supervisor wanted to utilize a company that would provide weekly cleaning and replace the uniforms on a routine basis.

FINANCIAL IMPACT

The estimated cost for the uniform rental services is Fifteen Thousand Dollars (\$15,000.00). Funds are available in the Water Department's 2012-13 Budget in Account Number 5000-880-000-4246.

#9.

Cintas Corporation
February 5, 2013
Page Two

RECOMMENDATION

It is recommended that the attached resolution authorizing the Department to issue a purchase order to Cintas Corporation be adopted.

GLEN KAU,
INTERIM DIRECTOR
PUBLIC WORKS AND MUNICIPAL UTILITIES DEPARTMENT

APPROVED FOR FORWARDING

G. HAROLD DUFFEY
CITY MANAGER

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER TO CINTAS
CORPORATION FOR UNIFORM SERVICES**

WHEREAS, the Public Works and Municipal Utilities Department field services employees are required to wear uniforms while performing their duties; and

WHEREAS, the Public Works and Municipal Utilities Department utilizes the services of Cintas Corporation for uniform services; and

WHEREAS, funds are available in the Municipal Water Department’s 2012-2013 Fiscal Year Budget in Account Number 5000-880-000-4246 (Uniform Replacement) in the amount of \$15,000.00 (Fifteen Thousand Dollars).

**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 to Cintas Corporation in the amount of Fifteen Thousand Dollars (\$15,000.00) for uniform services.

SECTION 2. That funds are available in the Water Department’s Fiscal Year 2012-13 budget in Account Number 5000-880-000-4246.

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

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

ADOPTED this _____ day of _____ 2013.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

RESOLUTION NO. _____
PAGE TWO

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

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

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

CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Water Department

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER TO CINTAS CORPORATION FOR UNIFORM SERVICES

<ManagersName>
DEPARTMENT MANAGER’S SIGNATURE

<ManagersDate>
DATE

REVIEW / APPROVAL

<LegalName>
CITY ATTORNEY

<LegalDate>
DATE

<ControllerName>
CITY CONTROLLER

<ControllerDate>
DATE

<CityManager>
CITY MANAGER

<CityManagerDate>
DATE

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

February 5, 2013

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

**FROM: GLEN KAU, INTERIM DIRECTOR
PUBLIC WORKS AND MUNICIPAL UTILITIES DEPARTMENT**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A
PURCHASE ORDER TO TELECHECK SERVICES, INC. FOR FEES TO
PROCESS CHECKS THROUGH THE INTERACTIVE VOICE
RESPONSE SYSTEM (IVR)**

SUMMARY

The mission of the commercial division of the Compton Municipal Water Department is to provide customers with quality professional customer care and convenient payment processing services. Therefore, the Water Department implemented the Interactive Voice Response System (IVR) for customers to access and pay their water bill by telephone twenty-four hours daily. Since the system also provides several other services 24 hours a day, it will cut down on the wait time for customers desiring other types of information/services. The initial IVR software package included the check processing system through Telecheck Services, Inc. for payment verifications.

BACKGROUND

The IVR has contributed to less water service disconnections and certain phone inquiries because customers can now access and pay their water bill by phone and also get basic information or concerns answered. This is also beneficial to staff because that timeframe can be used to accomplish other duties. The IVR system also helps to meet the need of different individuals whose work hours do not make it convenient for them to make payments during our regular 4-day work schedule and it is also a helpful tool for the elderly and disabled customers.

STATEMENT OF THE ISSUE

In staff's assessment of the issue, it was concluded that it was necessary to implement the IVR in order to provide customers with quality professional services and bring the City up-to-date with today's technology. Staff has also concluded that Telecheck is the most cost effective system for our volume of transactions.

#10.

Staff Report – Telecheck
February 5, 2013
Page 2

ALTERNATIVE

None

FISCAL IMPACT

The product and service shall be funded from the Water Department's Fiscal Year 2012-2013 budget as follows:

<u>ACCOUNT NO.</u>	<u>AMOUNT</u>
5000-90-0000-4249 (Special Dept. Expenses)	\$10,000.00

RECOMMENDATION

Staff recommends adoption of the attached resolution.

GLEN KAU
INTERIM DIRECTOR
PUBLIC WORKS MUNICIPAL UTILITIESWATER

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 A PURCHASE ORDER
TO TELECHECK SERVICES, INC. TO PAY FEES FOR PROCESSING
CHECKS THROUGH THE INTERACTIVE VOICE RESPONSE SYSTEM
(IVR)**

WHEREAS, the mission of the commercial division of the Compton Municipal Water Department is to provide customers with quality professional customer care which includes convenient payment processing services; and

WHEREAS, the Water Department implemented the Interactive Voice Response System (IVR) so that customers can access and pay their water bill by telephone at anytime; and

WHEREAS, the IVR implementation software package included a check processing system through Telecheck Services, Inc. for check verification through their system; and

WHEREAS, Telecheck is the leading company in their industry and they provide professional customer care and processing services; and

WHEREAS, the Compton Municipal Water Department needs an open purchase order to pay the processing fees which are billed monthly according to the number of customers that pay via the telephone; and

WHEREAS, funds for this expenditure is available in account number 5000-900-000-4249 (Other Departmental Expenses) in the amount of \$10,000.00.

**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 to Telecheck Services, Inc. in the amount of Ten Thousand Dollars (\$10,000.00) for monthly processing fees.

Section 2. That funds are available in account number 5000-900-000-4249.

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

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

ADOPTED this _____ day of _____, 2013.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

#10.

Resolution No. _____
Page 2

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:	COUNCILMEMBERS-
NOES:	COUNCILMEMBERS-
ABENT:	COUNCILMEMBERS-
ABSTAIN:	COUNCILMEMBERS-

CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Water Department

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO TELECHECK SERVICES, INC. TO PAY FEES FOR PROCESSING CHECKS THROUGH THE INTERACTIVE VOICE RESPONSE SYSTEM (IVR)

John Strickland
DEPARTMENT MANAGER’S SIGNATURE

12/19/2012 6:16:56 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

1/30/2013 11:13:00 AM
DATE

Stephen Ajobiewe
CITY CONTROLLER

1/30/2013 2:06:15 PM
DATE

G. Harold Duffey
CITY MANAGER

1/30/2013 11:03:47 AM
DATE

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

February 5, 2013

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: CITY MANAGER

SUBJECT: REQUEST FOR A PUBLIC HEARING TO CONSIDER A SUBSTANTIAL AMENDMENT TO THE CITY OF COMPTON'S FY 2010-2011 ANNUAL ACTION PLAN TO EXPAND THE TARGET AREA FOR THE NEIGHBORHOOD STABILIZATION PROGRAM 3 (NSP 3)

BACKGROUND

On July 21, 2010, President Obama signed into law the Dodd-Frank Wall Street Reform and Consumer Protection Act (H.R. 4173). The bill aims to promote the financial stability of the United States. Included in the bill is an additional \$1 billion for a third round of the Neighborhood Stabilization Program (NSP3). The Neighborhood Stabilization Program provides emergency assistance to states and local governments to acquire and redevelop foreclosed, vacant, and abandoned properties that have become blights on the community and are driving down neighboring property values. The City of Compton has participated in both NSP1 and NSP2 programs as described below.

In December of 2008 the City of Compton was awarded \$3,242,281 in Neighborhood Stabilization Program (NSP1) funds. Through this grant, CRA acquired 12 properties (9 single family and 3 multi-family) totaling 20 housing units. The City was also awarded \$5,000,000 in the second round funding through the Neighborhood Stabilization Program (NSP2), which is being administered through Los Angeles Neighborhood Housing Services (LANHS). This program will acquire and rehabilitate approximately 25 properties/housing units. In addition, \$500,000 has been allocated to provide down-payment assistance to eligible households.

Through the NSP3 Program, the City of Compton received a direct allocation from HUD in the amount of \$1,436,300 to provide assistance to its residents and build upon efforts initiated through the NSP1 and NSP2 programs. NSP funds are used to acquire and redevelop foreclosed, vacant, and abandoned properties that have become blights on the community and are driving down neighboring property values.

<u>Allocation</u>	<u>Description</u>
\$430,000	Acquisition Rental Program
\$862,670	Acquisition Re-sale Program
\$143,630	Program Administration
\$1,436,300	Total NSP3 Grant Allocation

STATEMENT OF THE ISSUE

HUD's intent for the original NSP 3 target areas was to enhance and further a City's Economic Development activities within a specific area; to the extent where the City was already expending resources as part of a revitalization effort. In doing so, the City selected the North Downtown Specific Plan area as a NSP 3 target area based on the significant revitalization efforts that were being undertaken by the former Community Redevelopment Agency.

To date, the Agency has acquired two (2) single family homes in the NSP 3 target area. However, due to the current market conditions and expenditure deadlines under the NSP 3 program staff is requesting a public hearing to consider a Substantial Amendment to the City of Compton's FY 2010-2011 Annual Action Plan to expand the Neighborhood Stabilization Program (NSP 3) target area. The expanded area will provide Agency staff and the City's approved NSP Developer Partners (ANR Industries, Cross-Roads and WIN Project) to purchase additional properties to meet the program goals and deadlines.

ANALYSIS

In accordance with the Code of Federal Regulations (CFR Section 570.441) and the City of Compton Five Year Consolidated Plan, the City must give citizens timely notice of local meetings and reasonable and timely access to local meetings, information, and records relating to the City's proposed and actual use of CDBG funds. Therefore, the Council should set a date and time to conduct a public hearing to consider Substantial Amendment to the City of Compton's FY 2010-2011 Annual Action Plan. The public hearing must be noticed for not less than 15 days in a newspaper of general circulation. A public notice will be published in the Compton Bulletin announcing the public review and comment period from February 5, 2013 through February 20, 2013, with a public hearing date of February 26, 2013.

RECOMMENDATION

Staff respectfully recommends that the Council set a public hearing for **Tuesday, February 26, 2013 at 6:00 pm** to consider a resolution authorizing a Substantial Amendment to the City of Compton's FY 2010-2011 Annual Action Plan.

DR. KOFI SEFA-BOAKYE
DIRECTOR
SUCCESSOR AGENCY

HAROLD DUFFEY
CITY MANAGER

February 5, 2013

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY ATTORNEY

SUBJECT: CITY ATTORNEY REPORT/CLAIM NO. I-8551/LI0000237A

SUMMARY

Council will consider the application of Alexander Harris for permission to file a late claim (Claim No. I-8551/LI0000237A), presented to the City on December 15, 2012, pursuant to Govt. Code §915, 912.4(a) and 912.6(a).

BACKGROUND

Claimant applied for leave to present a late claim on December 15, 2012 claiming civil rights violations against the City of Compton. (His original claim was presented on November 21, 2012, twenty-eight days past the deadline.) Claimant alleges that on April 24, 2012, he was unlawfully detained and issued a Notice to Appear for two violations of the Compton Municipal Code. Claimant alleges he was issued these misdemeanor citations in error.

California law is specific concerning the amount of time permitted for filing a liability claim with a public entity - six (6) months for a claim made for personal injury. Pursuant to Government Code §911.6, an application for leave to present a late claim can only be granted on limited grounds: (1) when the claim was not presented in a timely fashion because of mistake, inadvertence, surprise or excusable neglect, but only if the public entity would not be prejudiced in its defense by the failure to have presented a timely claim; (2) if the claimant was a minor throughout the time period; (3) if the claimant was physically or mentally incapacitated throughout the claim period; or (4) if the claimant died before the claim period expired.

Claimant's application for leave to file a late claim discloses no facts which fit within any of the foregoing categories.

FINANCIAL IMPACT

One Hundred Thousand Dollars (\$100,000).

RECOMMENDATION

Staff recommends that this application for leave to present a late claim be denied.

/S/
CRAIG J. CORNWELL
CITY ATTORNEY

February 5, 2013

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

**FROM: GLEN KAU (INTERIM) DIRECTOR
PUBLIC WORKS AND MUNICIPAL UTILITIES DEPARTMENT**

**RE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO EXECUTE A SERVICE
AGREEMENT AND ISSUE A PURCHASE ORDER TO VERACITY
WIRELESS, INC. (DBA) FIELD TECHNOLOGIES FOR GPS ANNUAL
MONITORING FEES FOR FISCAL YEAR 2012-2013 AND SERVICES
RENDERED IN FISCAL YEAR 2011-2012**

SUMMARY

City Council will consider adopting a resolution authorizing the City Manager to execute a service agreement with and issue a purchase order to Veracity Wireless, Inc. dba Field Technologies for Fiscal Year 2012-2013 GPS annual monitoring fees and for services rendered in Fiscal Year 2011-2012 in the total amount of \$58,383.00.

BACKGROUND

On June 30, 2008, the City entered into a contract with Veracity Wireless, Inc. for the purchase of GPS tracking equipment and monitoring services for 134 City vehicles. There are no additional fees for the GPS hardware; however, there are yearly monitoring fees for the GPS tracking service in the amount of \$299.40 per year per vehicle.

The GPS system is used to monitor driver activities throughout the workday and helps in the monitoring of productivity, accountability and safety for the City's fleet. The system displays each vehicle's current location and duration at each location. It allows supervisors to determine if there are potential safety issues such as, vehicles idling at unauthorized locations for an extended period of time and alerts users when vehicles travel into restricted areas or leave the City limits.

STATEMENT OF ISSUE

In order for the City to continue utilizing the GPS monitoring system for the applicable 134 City vehicles, there is a need to issue a purchase order for annual monitoring fees for Fiscal Year 2012-2013 in the amount of \$40,119.60. Additionally, there is a past due and unpaid invoice for monitoring fees for Fiscal Year 2011-2012 in the amount of \$18,262.40. Thus, request is made to authorize a purchase order in the total amount of \$58,383.00.

#15.

ALTERNATIVE

Unless this resolution is adopted, monitoring services for the GPS systems on the City vehicles will be discontinued. The City will still be responsible to pay the monitoring fees outstanding for Fiscal Year 2011-2012 in the amount of \$18,263.40 plus fees incurred thus far in Fiscal Year 2012-2013.

FINANCIAL IMPACT

Funds in the amount of \$58,383.00 to pay monitoring fees for Fiscal Year 2012-2013, including unpaid fees for Fiscal Year 2011-2012, are available in Account No. 6000 720 000 4269.

RECOMMENDATION

Staff recommends the adoption of the attached Resolution.

**Glen Kau (INTERIM) DIRECTOR
PUBLIC WORKS AND MUNICIPAL UTILITIES DEPARTMENT**

APPROVED FOR FORWARDING:

**G. HAROLD DUFFEY
CITY MANAGER**

HCW:GHD:CJC:RAR:rar

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO EXECUTE A SERVICE AGREEMENT AND ISSUE A PURCHASE ORDER TO VERACITY WIRELESS, INC. (DBA) FIELD TECHNOLOGIES FOR GPS ANNUAL MONITORING FEES FOR FISCAL YEAR 2012-2013 AND SERVICES RENDERED IN FISCAL YEAR 2011-2012

WHEREAS, on June 30, 2008, the City entered into a contract with Veracity Wireless, Inc. for the purchase of GPS tracking equipment and monitoring services for 134 City vehicles; and

WHEREAS, the GPS system is used to monitor driver activities throughout the workday and helps in the monitoring of productivity, accountability and safety for the City's fleet; and

WHEREAS, there are no additional fees for the GPS hardware; however, there are yearly monitoring fees for the GPS tracking service in the amount of \$299.40 per year per vehicle; and

WHEREAS, in order for the City to continue utilizing the GPS monitoring system for the applicable 134 City vehicles, there is a need to issue a purchase order for annual monitoring fees for Fiscal Year 2012-2013 in the amount of \$40,119.60. Additionally, there is a past due and unpaid invoice for monitoring fees for Fiscal Year 2011-2012 in the amount of \$18,262.40.

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

Section 1. That the City Manager is authorized to execute a service agreement with Veracity Wireless, Inc. dba Field Technologies for GPS monitoring during Fiscal Year 2012-2013.

Section 2. That a purchase order is authorized to issue to Veracity Wireless, Inc. dba Field Technologies in the total amount of Fifty Eight Thousand Three Hundred Eighty Three Dollars (\$58,383.00) for annual GPS monitoring services rendered in Fiscal Year 2012-2013, inclusive of the outstanding balance of Eighteen Thousand Two Hundred Sixty Three Dollars and Forty Cents (\$18,263.40) for Fiscal Year 2011-2012.

Section 3. That funds are available in Account No. 6000 720 000 4269.

Section 4. That a copy of this Resolution shall be filed in the offices of the City Manager, City Clerk, City Controller 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

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, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held this _____ day of _____, 2013.

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

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

CITY CLERK OF THE CITY OF COMPTON

Product Order & Service Agreement

(((((FIELD TECHNOLOGIES)))))

DATE: 10/3/12

8305 Vickers St. Ste. 101, San Diego, CA 92111
Phone 888-803-0200 Fax 858-863-4060

Bill To:

Name: City of Compton

Address: 205 South Willowbrook Avenue

City, ST, Zip: Compton, CA. 90220

Phone: (310) 605-5505

Fax: (310) 761-1417

Ship To:

N/A

Comments or Special Instructions: Agreement for annual services

☐
☐

ACCT. MGR.	P.O. NUMBER	SHIP VIA	TERMS
Palmer		N/A	

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
134	Annual FieldLogix GPS Monitoring Fees	\$299.40	\$40,119.60
	N/A	\$0.00	\$0.00
	N/A	\$0.00	\$0.00
Monthly Fees -12 Month Term			
QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
0	N/A	\$0.00	\$0.00
Total Monthly		\$0.00	
SUBTOTAL			\$40,119.60
SALES TAX			\$0.00
SHIPPING & HANDLING			\$0.00
TOTAL DUE			\$40,119.60
Name on Card		Credit Card Type	
Account Number		Expiration Date	
Billing Address		Zip	

By signing below, I authorize the purchase of the above items and agree to the attached Terms and Conditions. I acknowledge that my company will be responsible for the payment of the above items and that I am authorized to financially commit my company to this purchase. This agreement is not binding upon Field Technologies until accepted. Payment terms are 50% down & 50% C.O.D if by check or 100% to credit card.

Signature

Printed Name

Title

Date

THANK YOU FOR YOUR BUSINESS!

Office Use Only		
Order Taken By	Date	Invoice #

THE TERMS AND CONDITIONS SET FORTH ON THIS FORM CONSTITUTE THE ENTIRE AGREEMENT (THE "AGREEMENT") BETWEEN FIELD TECHNOLOGIES ("FIELD TECHNOLOGIES") AND BUYER ("BUYER"). FIELD TECHNOLOGIES WILL NOT BE BOUND BY ANY TERMS OF BUYER'S ORDER THAT ARE INCONSISTENT WITH THE TERMS HEREIN. ACCEPTANCE BY BUYER OF THESE TERMS MAY BE MADE BY: (1) WRITTEN ACCEPTANCE OF THESE TERMS, (2) PLACEMENT OF A PURCHASE ORDER WITH FIELD TECHNOLOGIES THAT REFERS TO A VALID FIELD TECHNOLOGIES QUOTATION OR (3) RECEIPT BY BUYER OF DELIVERY OF ANY FIELD TECHNOLOGIES PRODUCTS OR ("SERVICES") DESCRIBED ON THE FACE OF THIS FORM OR OTHERWISE ("PRODUCTS") AND FAILURE BY BUYER TO RETURN THE PRODUCTS WITHIN ONE (1) DAY FOLLOWING SUCH DELIVERY.

1. General: The terms and conditions of sale contained herein apply to all quotations made and purchase orders accepted by Field Technologies. Acceptance of Buyer's order by Field Technologies will be made only on the expressed understanding and condition that insofar as the terms and conditions in this Agreement conflict with any terms and conditions in Buyer's order, the terms and conditions of this Agreement shall govern. If a quotation or purchase order is accepted by Field Technologies, then the date of the Agreement shall be the Effective Date set forth on the face of this form. All information gathered from Buyer in connection with the use of the Products and the provided services will be governed by the Field Technologies Privacy Policy, as may be modified from time to time, located at www.fieldtechnologies.com/privacy.htm and which is incorporated herein by reference and made a part of this Agreement.

2. Prices, Taxes, Payment: Any written price quotation, either pursuant to this Agreement or any other form, may become void unless accepted by Buyer within thirty (30) days of the date thereof, unless sooner revoked or rejected by Field Technologies. All prices quoted, all orders accepted, and all billings rendered may be exclusive of all shipping, federal, state and local withholding, excise, sales, use and similar taxes, fees, or charges imposed by any governmental authority on this transaction. Buyer will reimburse Field Technologies for any such tax, fee or charge, at the time of sale. Terms of payment for parts and Equipment are balance due upon product shipment. All provided services will be invoiced monthly in advance. If payment for services is not automatically billed on a credit card account, terms of payment for the monthly services is due upon receipt. By submitting payment in check form Buyer is authorizing us to initiate an ACH debit in the amount of the check from the account on which Buyer has written the check. If we initiate such a debit, funds may be withdrawn from the account on the same day Field Technologies receives the check. Buyer's check will not be returned to Buyer, but Buyer will see a record of the transaction and the associated check number on Buyer's checking statement. If Buyer does not wish the check to be converted to an electronic debit, Buyer must use an alternate form of payment. In the event that payment is not received within a thirty (30) day period, any unpaid balance shall bear interest at the rate of 1 1/2 % per month, or the maximum amount allowed by law, if lower. The late charge shall be assessed for every month a balance remains unpaid and shall be prorated on a daily basis for each day the payment is overdue. Service billing will begin on the date on which Products have been installed in Buyer's vehicles or Equipment. Field Technologies may charge Buyer a fee of \$50.00 USD for any check returned due to insufficient funds. Field Technologies may perform credit verification on Buyer, as Field Technologies deems necessary in its discretion. The amount of credit may be changed or withdrawn completely by Field Technologies at anytime. On any order for which credit is not extended by Field Technologies, shipment or delivery shall require, at Field Technologies' election, cash with order (in whole or part), or C.O.D. or sight draft attached to the bill of lading or other shipping documents, and all costs of collection shall be paid by Buyer. If any proceeding is brought by or against Buyer under bankruptcy or insolvency laws, Field Technologies shall be entitled to cancel any order by Buyer then outstanding. Field Technologies may suspend or terminate service to Buyer, without liability, if Buyer breaches any portion of this Agreement, including nonpayment of fees due to Field Technologies. If Buyer has outstanding service invoices greater than thirty (30) days past due, Field Technologies reserves the right to suspend Buyer's access to the service and may charge the Buyer a restoration fee to re-enable Buyer's access. Service fees will continue to accrue during service suspension period and are due after access is re-enabled. If Buyer has outstanding service invoices greater than sixty (60) days past due, Field Technologies reserves the right to terminate services permanently and issue an invoice to buyer for the Breach Payment. If Buyer promptly cures any such breach, Field Technologies may, at its sole option, reactivate service upon payment by Buyer of Field Technologies' most current restoration fee then in effect. Buyer is responsible for any collections costs incurred by Field Technologies in its efforts to collect past due payments.

3. Cancellation, Term and Expiration: In the event that Field Technologies terminates this Agreement for breach by Buyer, the parties agree that the damage suffered by Field Technologies from such breach will be difficult to ascertain. As a result, upon such termination Buyer agrees to pay Field Technologies, as liquidated damages and not a penalty, a fee equivalent to the monthly service fees applicable to the remainder of the term of the Agreement (had the Agreement not been terminated earlier by Field Technologies for Buyer's breach) at the then-current prices under this Agreement from the effective date of the termination (the "Breach Payment"). Buyer shall pay the Breach Payment to Field Technologies net ten (10) days from date of final invoice. Buyer has the right to terminate this agreement, in writing, within the first thirty (30) days after product delivery if Equipment order consists of ten (10) or fewer devices. Upon receipt of such termination, (i) the

Breach Payment shall not be invoiced; (ii) Buyer shall immediately remove all Products from Buyer's vehicles and return said Products to Field Technologies within forty-five (45) days of product delivery (all costs of removal and shipment shall be borne by Buyer and said Products shall be returned in "new" condition subject only to normal wear and tear); and (iii) upon receipt of the Products in accordance with Section 3 (ii) above, all sums paid by Buyer to Field Technologies (less 20% of the purchase price of each Locator for restocking and retesting) shall be refunded to Buyer within sixty (60) days. Service fees for the period in which the Products were in use by Buyer are not refundable. Any return or "trial" agreement differing from the above stated policy must be in writing on the original Product Order and Service Agreement. The Commitment Term is displayed on page one (1) of the Product Order and Service Agreement. Upon the expiration of the initial Commitment Term, the Commitment Term will automatically renew for a Month-to-Month Term. If Buyer, or Field Technologies, elects to continue service on a month-to-month basis, Field Technologies has the right to increase the monthly service fees for any provided products and services. Buyer will receive 30 days notice of such price increases. Buyer may terminate service at any time after the initial Commitment Term by submitting the termination request via fax or e-mail. Termination will take effect 30 days after the termination request was received.

4. Installation: Field Technologies or its assignees, agents and subcontractors will charge a nominal fee for a "Standard Installation" of the Products. The parties shall each make commercially reasonable efforts to schedule and complete "Standard Installation" of the products within fifteen (15) days of product delivery. Standard Installation includes installation of a purchased Locator in the kick panel, trunk (interior locations), over cab area in cowl, under the front seat or behind the dash. Standard Installation includes the installation of the GPS receiver along with any associated antennas and power harnesses. Standard Installation hours are between 8:00 a.m. and 6:00 p.m., Monday through Friday, Buyer's local time. For any installation that is not a Standard Installation, Buyer may be charged an incremental fee. With Buyer's approval, in connection with the installation and maintenance of the Products, Field Technologies or its assignees, agents and contractors may modify or alter, including without limitation drilling holes or making any other required modifications to Buyer's Equipment or vehicles required for Equipment installation. Field Technologies will not be responsible for, and makes no assurances regarding, the restoration of Buyer's Equipment or vehicles to their unmodified or unaltered condition if the Products are removed from Buyer's Equipment or vehicles. Field Technologies' installation assignees, agents, and subcontractors are required to maintain sufficient business liability insurance. Buyer agrees to make claims for damages to vehicles caused by installation and service work with the insurance company of the installation service provider.

5. Software License: Field Technologies and/or our 3rd party service providers hereby grants only to Buyer a non-transferable, non-exclusive right and license to use any software provided pursuant to this Agreement or contained in or embedded in any of the Products (collectively, the "Software"), solely in conjunction with such Products, in object code form only. Buyer may only transfer such Software together with, and as incorporated in, the Products with which it was originally delivered. Buyer receives no title or ownership rights to such Software. Except for the license granted in this Section, all right, title and interest in the Software shall remain the exclusive property of Field Technologies and our licensors. This Agreement does not give Buyer any right to reproduce the Software or any related documentation, and Buyer agrees that it shall not decompile, disassemble, compile or reverse engineer the Software or otherwise attempt to gain access to the Software source code.

6. Title and Delivery: Field Technologies shall deliver the Products to a common carrier for shipment within twenty-one (21) business days of the Effective Date, unless otherwise agreed to in writing. Risk of loss shall pass to Buyer at the time the Products are delivered to the customer's designated delivery location by such common carrier. Field Technologies shall not be liable for any delay in transportation of products. In the event of any default by Buyer, Field Technologies may decline to make further shipments without in any way affecting its rights under this Agreement. Field Technologies will not be charged with any liability for delay or non-delivery of Products, when caused by any cause beyond the reasonable control of Field Technologies.

7. Acceptance: Buyer shall have thirty (30) days after delivery to inspect and to test each Product shipped by Field Technologies to Buyer. During such thirty (30) day period, if buyer determines that any such Product fails to meet the specifications set forth in Field Technologies' documentation for the Field Technologies Product, the Buyer may reject such Product by notifying Field Technologies in writing of such rejection. Any Product not rejected by the Buyer within the thirty (30) day Acceptance Period under this Section shall be deemed accepted by the Buyer. If Buyer is financing Equipment, Buyer must notify the financing company of the acceptance of the product during the thirty (30) day Acceptance Period or notify Field Technologies of the rejection. If the thirty (30) day Acceptance Period lapses and no rejection is received by Field Technologies or no acceptance is received by financing company, Field Technologies will issue an invoice to Buyer for total Equipment costs. Terms of the Field Technologies invoice is due upon receipt.

8. Limited Warranty: We guarantee that for a period of one (1) year following delivery to you the Equipment will not have defects in material and workmanship during the term: (a) Licensed Matter will be able to perform the data processing functions described in the applicable operating manuals and (b) Services will be provided in a workmanlike manner. We will either repair or replace any Equipment that is malfunctioning during the warranty term at our cost. This Warranty excludes coverage for damages to devices caused by vehicle-related electrical problems;

Initials: _____

FIELD TECHNOLOGIES Terms and Conditions

physical tampering; water damage; lightening damage; theft or attempted theft; and damages caused by installation technicians not authorized by Field Technologies. Upon Buyer's request for installation and or repair services, Field Technologies will issue a work order to an authorized technician to complete requested services. If Field Technologies arranged original Equipment installation, any fees for warranty covered repairs within the Limited Warranty term will be absorbed by Field Technologies. Field Technologies will not reimburse Buyer for labor costs associated with removal and installation services to malfunctioning devices if Buyer (a) arranged for the original Equipment installation with a technician not authorized by Field Technologies, and (b) if any non-authorized technician caused damages to the devices after the original Equipment installation. To make claims under this warranty during the Term, you must promptly notify us after you learn of the facts supporting the claim. While you are utilizing our services, we will assist you in troubleshooting non-functional devices and will dispatch a technician if requested. You will be billed at our current published service rates for any technician service work that is not covered by our Limited Warranty. Field Technologies shall not issue refunds or credits for monthly service fees incurred for non-functioning Equipment during any time period prior to: (i) Buyer's completion of Field Technologies' specified troubleshooting steps and (ii) Buyer's request for Field Technologies' diagnosis and repair services of said Equipment. Nothing herein shall be construed as providing or intending to provide Field Technologies' warranty to any customer(s) of Buyer. FIELD TECHNOLOGIES MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS SOLD HEREUNDER. FIELD TECHNOLOGIES EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE.

9. Limitation of Liability: FIELD TECHNOLOGIES SHALL NOT BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, NOR FOR ANY LOSS OF BUSINESS, LOSS OF USE OR OF DATA, INTERRUPTION OF BUSINESS, LOST PROFITS OR GOODWILL, OR OTHER INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR ON SEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THIS AGREEMENT, EVEN IF FIELD TECHNOLOGIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THIS EXCLUSION INCLUDES ANY LIABILITY THAT MAY ARISE OUT OF THIRD-PARTY CLAIMS AGAINST BUYER. FIELD TECHNOLOGIES' TOTAL LIABILITY UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED THE PRICE PAID BY BUYER FOR SUCH PRODUCT.

10. Buyer acknowledgements: Buyer acknowledges that (i) the devices are designed to store data while outside of a cellular data coverage area, however there is the possibility that all data may not be stored and retrieved by Buyer when within coverage or calling connectivity is restored; (ii) at times, data collected by the Products are not provided instantaneously and delays in receipt of data are normal; (iii) Product antennae should have an unobstructed view of the sky; (iv) the Products may not operate in enclosed spaces, in buildings, between tall buildings, underground or in canyons; (v) although portions of the Products (including the on-line service) may be encrypted, Products (including the on-line service) are capable of being intercepted without knowledge of or permission from Field Technologies or our 3rd party providers by others; (vi) Field Technologies shall arrange for cellular services required for Equipment to operate. Fees for services shall be included in Buyer's monthly bill from Field Technologies. However, Field Technologies is not responsible for the terms, conditions or obligations arising from agreements between Buyer and any cellular network or airline provider in connection with the Products or Services, if Buyer entered such an agreement independently of this agreement; (vii) If Buyer establishes a separate agreement with any cellular network or airline provider, terms of cancellation between Buyer and its cellular network or airline provider may differ from those included in Section 3 above. (viii) Field Technologies assumes no responsibility for improper storage of data or information by Buyer or delivery of messages; and (ix) Buyer assumes the entire risk in downloading or otherwise accessing any data, information, files or other materials obtained from the website, even if Buyer has paid for or otherwise been provided virus protection services. (x) Location data will be stored on Field Technologies' and/or our 3rd party service providers' websites and databases for a limited time period. Buyer is responsible for downloading and storing data before the limited time period elapses. Data will be deleted from such websites and databases after the limited storage time period expires and cannot be retrieved after deletion. (xi) Field Technologies and our 3rd party service providers reserve the right to limit or disable access to the website periodically for maintenance purposes. While most maintenance will be carried out during non-peak evening hours, there will be occasions where maintenance must be carried out during normal business hours.

11. Coverage and Data Transmission: The Products and the provided services are dependent on the coverage and calling areas of cellular networks owned and operated by third parties. Coverage and calling areas are approximate and do not cover portions of North America. Actual coverage and operation of the Products depends on system availability and capacity, system upgrades, repairs, maintenance, modifications and relocation, Buyer's equipment, terrain, signal strength, structural conditions, weather and atmospheric conditions, governmental regulations, suspected fraudulent activities, acts of God and other conditions beyond Field Technologies' reasonable control. Field Technologies will not be responsible for limits in coverage or performance degradation due to any such conditions. Buyer acknowledges that coverage and calling areas may be interrupted, halted, or curtailed or the quality of the transmission may be diminished at any time. The Products and the Services are dependent upon the availability of the Internet, which is owned and operated by and accessed through third parties.

12. Security, Transfer and Deactivation. The Equipment transmits your vehicles' and assets' locations and other specified information, and is associated with an account that includes personal information such as your name, address, telephone number, email address, username and password. For your security you must not use username and password combinations to access our website that are also used for any other secured websites. This includes banking, credit card, and other financial websites. If you wish to transfer a device to another vehicle owned by you, you agree to have it moved from one vehicle to another vehicle in accordance with the most recent deactivation/transfer policy posted on our Site. The policy, which may change from time to time, currently provides that you agree to have it moved from one vehicle to another vehicle by an authorized technician, notify Field Technologies that you are transferring your Product and Service by calling Field Technologies at 1-888-803-0200. All historical location data that exists for the vehicle or asset being removed from the system will be deleted. The balance of your applicable subscription term will be transferred to the new vehicle.

13. High Risk Activities: The Products and any modifications, alterations, additions or changes to the Products, are not fault tolerant and are not designed, manufactured or intended for use in life support, emergency, mission critical or other ultra-hazardous activities ("High Risk Activities"). Field Technologies specifically disclaims any express or implied warranty of fitness for such High Risk Activities. Buyer represents and warrants that it will not use, or permit to be used, the Products for such High Risk Activities, and Buyer agrees to fully indemnify and hold harmless Field Technologies for any damages or other losses resulting from such use.

14. Force Majeure: Notwithstanding anything else in this Agreement, no default, delay or failure to perform on the part of Field Technologies shall be considered a breach of this Agreement if such default, delay or failure to perform is shown to be due to causes beyond the reasonable control of Field Technologies, including without limitation, failure of a cellular network or the Internet network, strikes, lockouts or other labor disputes, riots, civil disturbances, actions or inactions of governmental authorities or suppliers, epidemics, war, embargoes, severe weather, fire, earthquakes, acts of God or the public enemy, acts of terrorism, nuclear disasters, or default of a common carrier.

15. Technical Data: Buyer shall not without Field Technologies' prior written consent use, duplicate, or disclose any technical data, or any information on the construction of the Products delivered or disclosed by Field Technologies to Buyer for any purposes other than for the installation, operation or maintenance of the Products.

16. Security Interest: Field Technologies reserves, until full payment has been received, a purchase money security interest in the Products. Buyer agrees to execute any document appropriate or necessary to perfect the security interest of Field Technologies, or in the alternative, Field Technologies may file this Agreement as a financing statement and/or chattel mortgage.

17. Arbitration: Except as specifically provided in this Agreement, the parties agree that any dispute or controversy arising out of, relating to or in connection with the interpretation, validity, construction, performance, breach or termination of this Agreement shall be submitted to binding arbitration to be held in accordance with the rules of the American Arbitration Association (the "Rules"). The decision of the arbitrator shall be final, conclusive and binding on the parties to the Arbitration. Judgment may be entered on the arbitrator's decision in any court of competent jurisdiction. The parties shall each bear their own attorney fees with respect to such Arbitration but shall share equally the other costs and expenses of Arbitration.

18. Governing Law & Venue: This Agreement and performance by the parties hereunder shall be construed in accordance with the laws of California. The venue for any arbitration proceeding shall be in San Diego, California and the arbitration proceeding shall be governed by the laws of California.

19. Assignment: Buyer shall not assign its order, this Agreement or any interest therein or any rights hereunder without the prior written consent of Field Technologies.

20. Headings: The headings used in this Agreement are for convenience only and no meaning shall be ascribed to such headings.

21. Entire Agreement: This Agreement between Buyer and Field Technologies in connection with the Products or parts thereof constitutes the entire agreement between Field Technologies and Buyer and supersedes all previous communications, representations and agreements, whether oral or written, between the Buyer and Field Technologies with respect to the subject matter hereof. This Agreement may not be modified, supplemented, qualified, or interpreted except in writing signed by Buyer and Field Technologies. The failure by Field Technologies to enforce at any time any of the provisions in this Agreement will in no way be construed as a waiver of such provisions.

22. BUYER ACKNOWLEDGES THAT, AS WITH ANY MAPS OR DRIVING DIRECTIONS, BUYER SHOULD ALWAYS RECHECK DIRECTIONS AND DRIVING CONDITIONS FOR ACCURACY AND CONFIRM THAT THE ROAD STILL EXISTS, BE AWARE OF CONSTRUCTION AND OTHER HAZARDS AND FOLLOW ALL SAFETY PRECAUTIONS AND LAW. THE PRODUCTS AND THE SERVICE ARE TO BE USED ONLY AS AN AID IN PLANNING.

23. BY SIGNING THIS AGREEMENT, THE BUYER ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Initials: _____

2013 Service Billings (Calendar Year)				
Invoice Date	Invoice #	# of Devices	Price/Device	Total
2/5/2013		8	\$299.40	\$2,395.20
3/1/2013		1	\$299.40	\$299.40
5/1/2013		61	\$299.40	\$18,263.40
5/1/2013		42	\$299.40	\$12,574.80
7/1/2013		7	\$299.40	\$2,095.80
8/1/2013		11	\$299.40	\$3,293.40
10/1/2013		4	\$299.40	\$1,197.60
TOTAL		134		\$40,119.60

veracity wireless, inc.
DBA FieldLogix

8305 Vickers St. #101
San Diego, CA 92111
888.803.0200

April 11, 2011

City of Compton
Attn: John Strickland
205 South Willowbrook Avenue
Compton, CA. 90220

John,

The following is a summary of the relationship between Veracity Wireless, Inc. and the City of Compton:

The City issued an RFP for fleet vehicle leasing services and awarded the contract to Enterprise Fleet Services in 2008.

Included in the RFP was the requirement for Enterprise Fleet to find and recommend a GPS fleet monitoring service for 134 vehicles. Enterprise Fleet researched several potential vendors and recommended our company to the City due to our low pricing and rich feature set. On June 30, 2008, your City Manager, Charles Evans signed a contract with us for the purchase of the GPS tracking equipment and a two-year service term for the GPS monitoring services.

Contract

A copy of the 2 year GPS equipment and service contract is attached.

Here is an explanation of the contract amounts:

1. **Hardware: \$62,042** was paid by the City of Compton for the GPS tracking equipment. There are no recurring fees for the hardware.
2. **Monthly Service Fees: \$3,343.30.** This is the recurring service fee for the GPS tracking service. Rather than pay monthly, the City decided to pre-pay the service fees annually for all 134 units for budgetary reasons. This equates to \$40,119.60 annually (\$3,343.30 X 12 months). This annual service fee breaks down to \$299.40 per device (\$40,119.60 / 134 devices).

The annual recurring fees for the monitoring services are billed incrementally and are billed before the annual installation anniversary for each device. A breakdown of the anniversary dates and amounts due for each device is displayed below.

#15.

Key System Features:

The system is used to monitor driver activities throughout the day. The following features are the most important to the City for productivity, accountability, and safety reasons.

Current vehicle location – displays each vehicle's current location and duration at a stop. It allows supervisors to determine if there are potential safety issues due to vehicles sitting at unauthorized locations for an excessive amount of time. Also helps the City make better resource allocation decisions.

Stop details report – displays all stops a vehicle has made during a certain time period. Allows supervisors and managers to verify time spent at work locations. It documents whether drivers are spending too much time on jobs, skipping jobs, or are spending too little time on jobs.

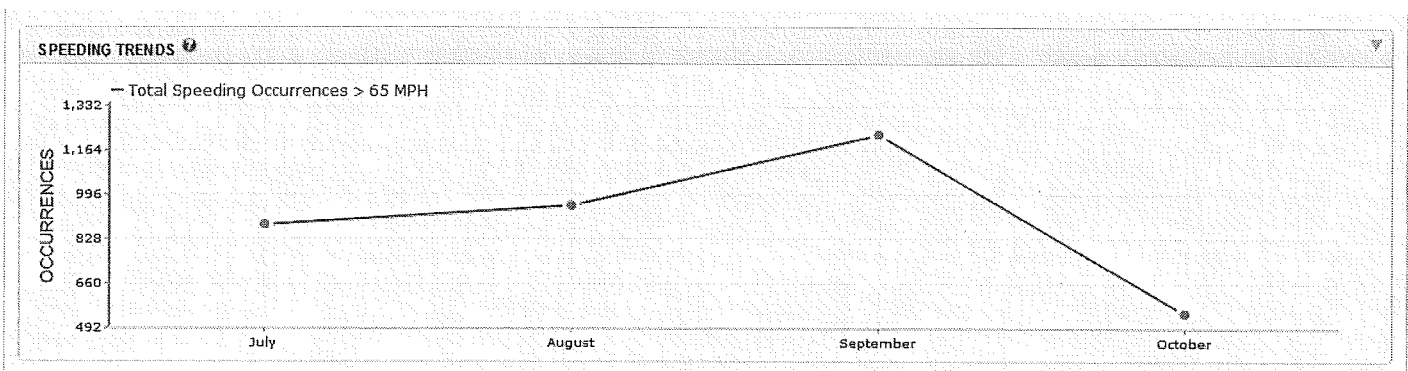
Vehicle history report – displays all routes travelled by a vehicle during a given day. It ensures that drivers are travelling direct routes to their stops.

Begin / End of day – displays the times vehicles began and stopped operating each day. It is used as a method to verify daily work hours for employees.

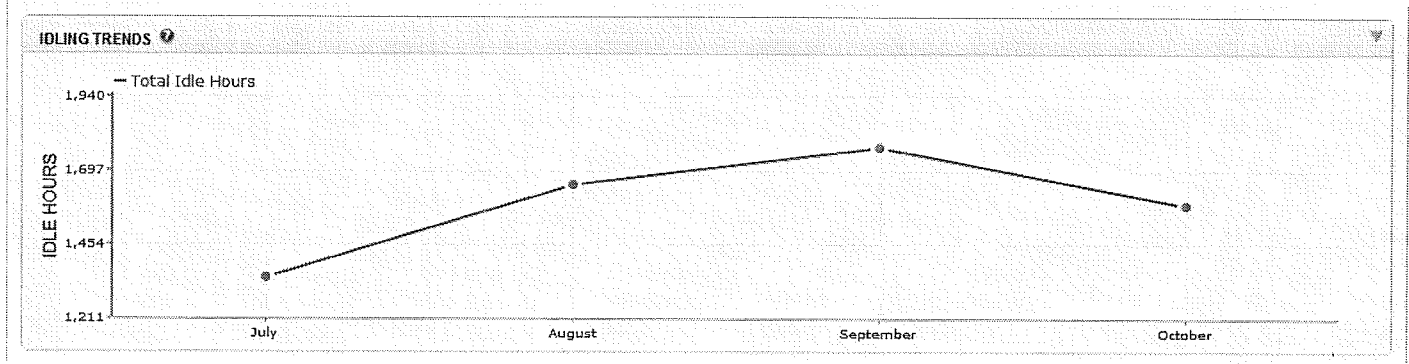
Restricted zone alerts – alerts users when vehicle travel into restricted areas or leave the City limits. This ensures compliance with City policies and that vehicles are not used for non-authorized activities.

Trends graphs – We display monthly trends for the number of driver speeding occurrences, vehicle idling hours, and miles traveled. This helps the City determine if the drivers are improving their driving habits that tend to consume excessive fuel and emit unnecessary CO2 into the atmosphere.

The following graph depicts the City's reduction in driver speeding events from July 2010 to October 2010



The following graph depicts the City's vehicle idling hours
from July 2010 to October 2010



Other Items

Our staff has travelled to the City (at our expense) during 4 occasions to complete training for at least 10 City of Company employees (per session) since the beginning of our relationship. We have also responded to service requests and have sent technicians out to service devices.

We are happy to provide additional training sessions for City employees at no cost.

We have had difficulty in receiving timely payment for our services since the first anniversary of the system implementation. I hope that you will help us ensure that the proper City procedures are followed to ensure timely payment in the future.

Let me know if you have any further questions.

Regards,

Yukon Palmer

Veracity Wireless, Inc.

DBA FieldLogix

888-803-0200 x 131

yjpalmer@fieldtechnologies.com

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Public Works-Engineering

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT AND ISSUE A PURCHASE ORDER TO VERACITY WIRELESS, INC. DBA FIELDLOGIX FOR GPS SERVICES FOR CITY VEHICLES

John Strickland
DEPARTMENT MANAGER’S SIGNATURE

9/26/2012 8:13:51 AM
DATE

REVIEW / APPROVAL

<LegalName>
CITY ATTORNEY

<LegalDate>
DATE

<ControllerName>
CITY CONTROLLER

<ControllerDate>
DATE

G. Harold Duffey
CITY MANAGER

11/6/2012 6:51:56 AM
DATE

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

February 5, 2013

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: CITY ATTORNEY

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE MARTIN LUTHER KING JR. TRANSIT CENTER EXPANSION PROJECT AS COMPLETE, AUTHORIZING THE CITY CLERK TO EXECUTE A NOTICE OF COMPLETION AND TO RECORD THE NOTICE OF COMPLETION WITH THE LOS ANGELES COUNTY RECORDER'S OFFICE PURSUANT TO CIVIL CODE SECTION 9204

SUMMARY

This resolution accepts the Martin Luther King Jr. Transit Center Expansion Project (the Project) as complete, authorizes the City Clerk to execute a Notice of Completion for the Project and directs the City Clerk to record the Notice of Completion with the Los Angeles County Recorder's Office pursuant to Civil Code Section 9204.

BACKGROUND

A contract was awarded on June 3, 2009, to Mepco Services, Inc. to construct the Project. The work consisted of demolishing the former transit center and constructing a new Metro Blue Line transit center and two-story commercial building, reconfiguring roadways, and constructing new bus terminals and a Plaza area to allow access between train and bus travelers, along with traffic signal upgrades and related public improvements.

The Project's original completion date was June 3, 2010. However, completion of the Project was delayed due to numerous factors including discovery of unforeseen subsurface conditions. Mepco's surety, Hartford Fire Insurance Company, took over the Project in approximately April 2010. The new bus terminals were first open for use by the public in or about May 2011. The Grand Opening for the Project was in early 2012, although the two-story commercial building remained unfinished and unusable. The remaining list of completion items needed to complete the Project, including the commercial building, were undertaken by the surety, by the City and its agent, construction management company CMTS. All outstanding items were completed and issuance of a Certificate of Occupancy was approved by the City as of January 8, 2013 and issued shortly thereafter.

STATEMENT OF THE ISSUE

All work on the Project has been completed in accordance with the contract documents, except as to certain non-conforming items that the City has agreed to accept notwithstanding such non-conformance. The City's Building and Safety Department

**Staff Report – Authorize Execution/Recordation of
Notice of Completion of MLK Transit Center Project
February 5, 2013, page 2**

approved issuance of a Certificate of Occupancy on January 8, 2013, and the Certificate of Occupancy was thereafter duly issued. Therefore, it is appropriate for the City to accept the Project as complete and file the Notice of Completion.

Upon formal acceptance of the Project by the City Council at a duly noticed public meeting, a Notice of Completion should be issued which must be recorded with the Los Angeles County Recorder's Office in accordance with Civil Code Section 9204.

FINANCIAL IMPACT

Recordation of the Notice of Completion will officially terminate the Project construction phase and initiate the period for subcontractors and suppliers to submit any claims for nonpayment. At the end of this period, the City will release the final retention withheld from each progress payment to the bonding company, Hartford Fire Insurance Company, if no claims have been filed with the City. The retention consists of moneys withheld by the City from dedicated Project funds, so release of the retention has no budgetary impact.

RECOMMENDATION

It is recommended that the City Council adopt the attached resolution accepting the Martin Luther King Jr. Transit Center Expansion Project (Project) as complete, authorizing the City Clerk to execute a Notice of Completion for the Project and directing the City Clerk to record the Notice of Completion with the Los Angeles County Recorder's Office pursuant to Civil Code Section 9204.

**CRAIG J. CORNWELL
CITY ATTORNEY**

RESOLUTION No. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE MARTIN LUTHER KING JR. TRANSIT CENTER EXPANSION PROJECT AS COMPLETE, AUTHORIZING THE CITY CLERK TO EXECUTE A NOTICE OF COMPLETION AND TO RECORD THE NOTICE OF COMPLETION WITH THE LOS ANGELES COUNTY RECORDER'S OFFICE PURSUANT TO CIVIL CODE SECTION 9204

WHEREAS, construction of the Martin Luther King Jr. Transit Center Expansion Project (Project), including all outstanding completion items, have been completed; and

WHEREAS, the City's Building and Safety Department has approved issuance of a Certificate of Occupancy for the commercial building at the Project as of January 8, 2013, and issued the Certificate of Occupancy shortly thereafter; and

WHEREAS, it is appropriate for the City to accept the Project as complete and to file the Notice of Completion for the Project in accordance with Civil Code section 9204.

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

Section 1. That the City Council hereby accepts the Project as complete.

Section 2. That the City Clerk is authorized to execute a Notice of Completion for the Project, in the form attached hereto as "Attachment 1" and is directed to record the Notice of Completion with the Los Angeles County Recorder's Office in accordance with Civil Code Section 9204.

Section 3. That a duly certified copy of this Resolution shall be delivered to the offices of the City Manager, City Attorney, City Controller, Building & Safety Department, and Successor Agency to the Compton Redevelopment Agency.

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

ADOPTED this _____ day of _____, 2013.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor and attested 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:

NOES:

ABSENT:

ABSTAIN:

COUNCIL MEMBERS–

COUNCIL MEMBERS–

COUNCIL MEMBERS–

COUNCIL MEMBERS–

CITY CLERK OF THE CITY OF COMPTON

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

CITY CLERK
CITY OF COMPTON
205 S. Willowbrook Avenue
Compton, CA 90220

Space above this line for Recorder's use

NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 9204, must be filed within 15 days after completion. Civil Code Section 9200 provides that completion of a work of improvement occurs at the earliest of (a) acceptance of the work of improvement by the public entity or (b) cessation of labor for a continuous period of 60 days.

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is City of Compton
3. The full address of the owner is 205 So. Willowbrook Avenue, Compton, CA 90220
4. The nature of the interest or estate of the owner is: In fee
5. The full names and full addresses of all persons, if any, who hold this with the undersigned as joint tenants or as tenants in common are:

NAMES

ADDRESSES

Not applicable

6. The full names and full addresses of the predecessors in interest of the undersigned. If the property was transferred subsequent to the commencement of the work or improvements herein referred to:

NAMES

ADDRESSES

Not applicable

7. The owner retained a contractor to perform a work of improvement as follows:

Martin Luther King Jr. Transit Center Expansion Project

The name of the contractor, if any, for such work of improvement was

Mepco Services, Inc., and Hartford Fire & Insurance Co., Surety June 3, 2009

(IF NO CONTRACTOR FOR WORK OF IMPROVEMENT AS A WHOLE, INSERT "NONE") (DATE OF CONTRACT)

8. The property on which said work of improvement was constructed is in the City of Compton, County of Los Angeles, State of California, and is described as follows: adjacent to the Metro Blue Line "Compton Station," bounded by Willowbrook Avenue, Palmer Street, Tamarind Avenue and Elm Street
9. The street address of said property is None
(IF NO STREET ADDRESS HAS BEEN OFFICIALLY ASSIGNED, INSERT "NONE".)
10. A Certificate of Occupancy (if applicable) was issued on (approved effective as of) January 8, 2013
11. The work of improvement was completed on February 5, 2013

Dated: _____

(SIGNATURE OF OWNER OR CORPORATE OFFICER OF OWNER NAMED IN PARAGRAPH 2 OR HIS AGENT)

VERIFICATION

I, the undersigned, say: I am the City Clerk of the City of Compton, the declarant of the foregoing Notice of Completion; I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, at Compton, CA
(CITY) (STATE)

(PERSONAL SIGNATURE OF THE INDIVIDUAL WHO IS SWEARING THAT THE CONTENTS OF THE NOTICE OF COMPLETION ARE TRUE)

RESOLUTION SIGN-OFF FORM

DEPARTMENT: City Attorney

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE MARTIN LUTHER KING JR. TRANSIT CENTER EXPANSION PROJECT AS COMPLETE, AUTHORIZING THE CITY CLERK TO EXECUTE A NOTICE OF COMPLETION AND TO RECORD THE NOTICE OF COMPLETION WITH THE LOS ANGELES COUNTY RECORDER’S OFFICE PURSUANT TO CIVIL CODE SECTION 9204

Ruth Rugley
DEPARTMENT MANAGER’S SIGNATURE

1/30/2013 10:51:36 AM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

1/30/2013 3:32:47 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

1/30/2013 3:21:30 PM
DATE

G. Harold Duffey
CITY MANAGER

1/30/2013 3:09:33 PM
DATE

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

February 5, 2013

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

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

**SUBJECT: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
COMPTON AMENDING CHAPTER XII OF THE COMPTON
MUNICIPAL CODE BY ADDING SECTION 12-6.2 (FEE FOR
COLLECTION OF DELINQUENT PENALTY PAYMENTS)**

SUMMARY

The City Council will consider adopting an Ordinance that will amend Chapter XII (Bail Rate Schedule) of the Compton Municipal Code (CMC) to add Section 12-6.2 which will assess the collection costs of delinquent parking citations penalties against the violators.

BACKGROUND

The California Government Code, 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.

The City currently contracts with the City of Inglewood for parking citation processing services, including but not limited to mailing out delinquent and non-delinquent notices. The City of Inglewood also provides the City with valuable collection programs, such as Department of Motor Vehicles ("DMV") and Franchise Tax Board ("FTB") refund liens.

STATEMENT OF THE ISSUE

Pursuant to Vehicle Code Section 40203.5, the City adopted Section 12-6.1 of the CMC, which sets forth a Bail Rate Schedule of civil fines for parking violations and late payment penalties. 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 FTB,

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vehicle registration lien by the DMV or collection by other service providers (e.g. collection agencies, law firms, etc.) -- secondary delinquent citation service providers.

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. By way of example: if the fine for the parking violation, inclusive of the late payment penalty, amounts to \$100.00 which is then collected by the secondary collection service provider, they may typically charge up to a \$35.00 collection fee and the City will only receive \$65.00, from which the City is required to remit a minimum of \$12.50 per citation to the State for a variety of court and construction funds surcharges, plus pay the City's costs of staffing, equipment, supplies, administrative hearings, etc. for administering the citation program within the City.

Collecting the fee charged to the City by the secondary delinquent citation collection service provider from the delinquent citation violator could save the City's General Fund approximately Two Hundred Thousand Dollars (\$200,000.00) over the next five (05) years from delinquent past due accounts.

ALTERNATIVE

The City may continue to supplement the collection service fees charged by the secondary delinquent citation collection service provider for the violators, allowing the City's residents to bear the cost rightfully due by the violator. The adoption of this ordinance will charge the violator the fee for the collection services, with a projected savings to the General Fund of a projected Two Hundred Thousand Dollars (\$200,000.00) over the next five years, or approximately forty thousand (\$40,000.00) dollars per year.

FINANCIAL IMPACT

The adoption of this ordinance could save a projected Forty Thousand Dollars (\$40,000.00) per year to the General Fund.

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RECOMMENDATION

The staff recommends that the City Council adopt the attached Ordinance.

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

APPROVED FOR FORWARDING:

**G. HAROLD DUFFEY
CITY MANAGER**

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON
AMENDING CHAPTER XII OF THE COMPTON MUNICIPAL CODE BY
ADDING SECTION 12-6.2 (FEE FOR COLLECTION OF DELINQUENT
PENALTY PAYMENTS)**

WHEREAS, California Vehicle Code Section 40203.5 authorizes a local governing body to establish a schedule of parking penalties and late payment penalties for parking violations; and

WHEREAS, applicable State Law, including but not limited to California Vehicle Code Section 40200.3, and other provisions govern procedures for cities to recover administrative fees, process fees, collection costs related to civil debt collection, late payment penalties and other related charges; and

WHEREAS, the City has adopted an ordinance which establishes a schedule of parking fines and late payment penalties, however because there currently does not exist a provision assessing the collection cost charges by secondary delinquent citation collection service providers to the violators, the City's residents pay such collection charges; and

WHEREAS, over the years the cost to the City of citation collections has been paid by the General Fund and the City desires to save its citizens the continuing financial burden of paying the fees for collection of delinquent penalty payments that rightfully should be borne by the violators; and

WHEREAS, following notice duly given, the City Council held a public hearing on February 4, 2013, regarding adoption of this Ordinance to amend Section 12-6 (Bail Rate Schedule) of the Compton Municipal Code by adding a fee for the collection of delinquent penalty payments and has considered all oral and written statements, protests and communications made or filed by interested persons.

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

Section 1. That Chapter XII of the Compton Municipal Code is hereby amended to add Section 12-6.2 to read as follows:

**Section 12-6.2 Fee For Collection Of Delinquent Penalty
Payments.**

If the City incurs collection costs in conjunction with the assignment of a parking citation for collection, that cost shall be added to the penalty and the violator shall be liable to the City for both the civil penalties and the collection costs, including administrative costs, civil service of process costs and other direct costs.

Each person who is assessed a civil penalty under the provisions of this section shall be assessed a separate civil penalty for each and every violation and shall be liable for the cumulative amount of all such penalties and collection costs.

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

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Section 3. That copies of this Ordinance shall be filed in the offices of the City Clerk, City Manager, City Attorney, Municipal Law Enforcement Services Department and the Compton Station of the Los Angeles County Sheriff's Department.

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

ADOPTED this ____ day of _____, 2013.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

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

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

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

CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Law Enforcement

RESOLUTION TITLE: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING CHAPTER XII OF THE COMPTON MUNICIPAL CODE BY ADDING SECTION 12-6.2 (FEE FOR COLLECTION OF DELINQUENT PENALTY PAYMENTS) First Reading

Carl Houston
DEPARTMENT MANAGER’S SIGNATURE

1/3/2013 5:33:07 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

1/10/2013 10:20:02 AM
DATE

Stephen Ajobiewe
CITY CONTROLLER

1/10/2013 1:54:46 PM
DATE

G. Harold Duffey
CITY MANAGER

1/9/2013 8:01:29 PM
DATE

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

