

NOTICE

COMPTON CITY COUNCIL AGENDA Tuesday, May 21, 2013 5:45 PM

HEARING(S)

**5:50 P.M. - PUBLIC HEARING - 2013 FIREWORKS APPROVAL/DENIAL
HEARING (Item #6)**

OPENING

ROLL CALL

INTRODUCTION OF SPECIAL GUESTS

COMMENDATORY RESOLUTIONS/PRESENTATIONS

1. 2013 COMPTON ACADEMIC ACHIEVEMENT SCHOLARSHIP (**Pacific Coast Waste and Councilman Jones**)

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

CONSENT AGENDA

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

APPROVAL OF MINUTES

2. APRIL 9, 2013
APRIL 23, 2013
MAY 7, 2013

REPORTS OF OFFICERS AND COMMISSIONS

CITY MANAGER/CITY ATTORNEY/CITY TREASURER REPORTS

3. INVESTMENT REPORT - March 30, 2013 (**Receive/File**)

BUILDING AND SAFETY

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE BUILDING AND SAFETY DEPARTMENT 2012/2013 FISCAL YEAR BUDGET, AMEND THE CONTRACT, AND ISSUE A PURCHASE ORDER TO MELAD AND ASSOCIATES FOR BUILDING PLAN CHECK SERVICES AND TEMPORARY BUILDING INSPECTION SERVICES

END CONSENT AGENDA

REGULAR AGENDA

REPORTS OF OFFICERS, BOARDS, COMMISSIONS AND COMMITTEES

CITY MANAGER'S REPORT

5. ORAL PRESENTATION - Michael Sieckert - Metro (Artesia Report)
6. APPROVAL OF THE 2013 FIREWORKS APPLICATIONS
7. REQUEST TO RESCHEDULE THE MAY 28, 2013 BUDGET HEARING TO A SPECIAL MEETING TO BE HELD ON JUNE 3, 2013 AT 5:30 P.M.

CITY ATTORNEY'S REPORTS

UNFINISHED BUSINESS

NEW BUSINESS

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING FUNDS FROM THE HOMELAND SECURITY GRANT PROGRAM (HSGP- 2010), AUTHORIZING AN AGREEMENT WITH THE COUNTY OF LOS ANGELES AND AMENDING THE FIRE DEPARTMENT'S 2012-2013 FISCAL YEAR BUDGET
9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT, ACCEPT THE URBAN AREA SECURITY INITIATIVE GRANT (UASI-2012) FROM THE CITY OF LOS ANGELES AND AMEND THE FIRE DEPARTMENT'S 2012-2013 FISCAL YEAR BUDGET

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON REVISING THE CITY'S POLICIES AND PROCEDURES FOR THE APPROVAL OF PURCHASE ORDERS, WORK CHANGE ORDERS, BUDGETARY TRANSFERS AND CONTRACTS TO INCREASE THE CITY MANAGER'S MAXIMUM APPROVAL LEVEL OF EXPENDITURES TO \$25,000 AND RESCINDING RESOLUTION NO. 23,393.
11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE COMPTON LIGHTING AND LANDSCAPE DISTRICT NO. 1 FOR FISCAL YEAR 2013/2014 AND ORDERING THE PREPARATION OF AN ENGINEER'S REPORT PURSUANT TO THE PROVISIONS OF PART 2 OF DIVISION 15 OF THE STREETS AND HIGHWAYS CODE
12. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE PRELIMINARY ENGINEERING REPORT OF WILL DAN FINANCIAL SERVICES FOR THE CITY OF COMPTON'S LIGHTING AND LANDSCAPE ASSESSMENT DISTRICT NO. 1 FOR FISCAL YEAR 2013/2014
13. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS AND CHARGES WITHIN THE LIGHTING AND LANDSCAPE ASSESSMENT DISTRICT NO. 1 FOR FISCAL YEAR 2013/2014 AND APPOINTING A TIME AND PLACE FOR A PUBLIC HEARING TO BE HELD ON JUNE 11, 2013 @ 5:55 P.M.
14. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE COMPTON SEWER SERVICE CHARGES FOR FISCAL YEAR 2013/2014 AND ORDERING THE PREPARATION OF AN ENGINEER'S REPORT PURSUANT TO THE MUNICIPAL IMPROVEMENT ACT OF 1913, DIVISION 12 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE
15. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE PRELIMINARY ENGINEERING REPORT OF WILL DAN FINANCIAL SERVICES FOR THE CITY OF COMPTON'S SEWER SERVICE CHARGES FOR FISCAL YEAR 2013-2014
16. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS AND CHARGES WITHIN THE SEWER SERVICE CHARGES FOR FISCAL YEAR 2013/2014 AND APPOINTING A TIME AND PLACE FOR A PUBLIC HEARING TO BE HELD ON JUNE 11, 2013 @ 6:00 P.M.

APPROVAL OF WARRANTS

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: Tuesday, May 28, 2013 @ 5:45 PM.

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

APRIL 9, 2013

The City Council meeting was called to order at 7:12 p.m. in the Council Chambers of City Hall by Mayor Eric Perrodin.

ROLL CALL

Council Members Present: Zurita, Arceneaux, Jones, Perrodin

Council Members Absent: Dobson

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

COMMENDATORY RESOLUTIONS/PRESENTATIONS

1. COMMENDATORY RECOGNITION - St. John's Medical Wellness Clinic (Presentation made)
2. COMMENDATORY RECOGNITION - Councilperson Arceneaux - DeMenno/Kerdoon - Adopting the Compton Creek (Presentation made)

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Sandra Lightner, Compton resident, invited the residents of Compton to attend a meeting on Saturday, April 27, 2013 at Walter Tucker Park regarding a proposal to file a class action suit against the City of Compton concerning monetary damages incurred as a result of the City water rates. Ms. Lightner went on to request a report from Councilperson Arceneaux regarding the Sunny Cove wall.

Councilperson Arceneaux cited a legal opinion which states that the wall belongs to the residents of Sunny Cove.

Ms. Lightner asked that a letter be generated and distributed to the residents of Sunny Cove so that they may be able to apply for grant funding.

Diana Sanchez, Compton resident and representative of the Metropolitan Water District, reported that she had the opportunity to attend a luncheon to honor Assemblyman Isadore Hall III, as well as an inspection trip and tour of the Weymouth Treatment Plant and Water Quality Lab in La Verne last week. She also mentioned that she had the pleasure of attending committee meetings at the MWD headquarters regarding a vote for a readiness to serve charge increase to member agencies for the January 2014 year, of which she voted in opposition. Ms. Sanchez went on to invite anyone that would like to attend the Sacramento Bay Delta Inspection Trip Friday, May 31, 2013 through Saturday, June 1, 2013. For additional information you can contact her at (310) 350-0793 or Tana McCoy at the Compton Water Department.

Kim Kelly, Compton resident, thanked the City Clerk Alita Godwin and City Manager Duffey for educating her on the election's process and the incident that occurred at the Compton Post Office two weeks ago. She made claims of someone forging her signature on a vote by mail ballot and expressed concerns for campaign flyers recommending that citizens vote by mail. She contended that the residents were being treated as second class citizens by city employees and affirmed that it took her less than 48 hours to document every street and pothole in the City of Compton. She insisted that there were more potholes in the First District than in any other district and proclaimed that she would support this council before she fights against them.

Herbert Arceneaux, Compton resident, questioned why the City of Compton has yet to designate Marvin Hunt as the permanent director of Parks and Recreation. He requested the status of the property at Grande and Alondra Boulevard because it is vacant and blighted, and further announced his support for Councilperson Arceneaux.

#2.

Benjamin Holifield, Compton resident, announced a pilot program for 30,000 youth and 40 schools to educate them on organic farming. He also announced the grand opening of the California Great Steak "N" Fries restaurant to be held on Thursday, April 11, 2013 at 12 p.m. Mr. Holifield went on to cite the importance of a ball room at 2201 North Long Beach Boulevard in the City's shopping center because it would be profitable for business and entertainment purposes.

Charles Strickland, Compton resident, commended City Manager Duffey for his methodology in addressing the City's water bills and proposed that he take a neutral position in his relationships with council.

Minnie Sawyer, Compton resident, commended the City Council for their efforts to move the City forward.

Lorraine Cervantes, Compton resident, urged a "No" vote on Measure I so that the power of the legislators is not taken away.

Ron Dowel, Compton resident and ComptonforCops.org, urged a "No" vote on Measure I and that each and every registered voter participate in the April 16, 2013 election. He also asked that the City take advantage of the movie 42 to re-establish all baseball and softball playing fields.

Cynthia Greene-Geter, Compton resident, asked the Mayor to address the relationship between the commissions and their salaries, as it relates to the KCET news report. She also asked that someone address whether or not the City has a program in place to assist senior citizens living on fixed incomes having problems paying their water bills.

William Kemp, Compton resident, affirmed that his previous recommendations to the city manager regarding how he could lower the water bills were based on his conversations with Ms. Darden and three former city managers. He also stated that it takes a business aptitude and skill to run a City and presented his phone number for anyone in need of a ride to the polls on Election Day. He asked that city employees decline from wearing their uniforms when campaigning for candidates and lastly, he asserted that the concert is coming at a bad time when the City is riddled with potholes and untrimmed trees.

Barbara Calhoun, Compton resident and former councilperson, stated that she understands the process on election night and proceeded to explain them to the viewing audience. She maintained that the entire process would take place in the Council Chambers and could be viewed by everyone in the room. She commented that the supposed cheating takes place at the polls because identification is not a requirement.

Michael Turner, Compton resident, petitioned the City Council to address the restroom facilities in the parks. He also referenced a comment made by an elected official last week suggesting that he address his concerns to her personally. He indicated that when a promise is made to the citizens prior to candidates getting into office, the community would appreciate it if they kept their promises.

Joyce Kelly, Compton resident, clarified that the Sheriff's Department would still be the leading law enforcement agency in the City of Compton even if the citizens vote "No" on Measure I. She went on to caution the people against believing the lies of candidates running for office and asked that voters do their due diligence before they cast their vote on April 16th.

Lynn Boone, Compton resident, requested an explanation of Item Number Five and its deadline for grant disbursement. She went on to reference Item Number Six and contended that the City has other issues to address besides festivals and events. She further announced that her home would be open to the community on Election Day for anyone that would like to watch the election's process amongst other community members.

City Clerk Alita Godwin recognized and congratulated Annette Williams on her first year of home ownership.

CONSENT AGENDA

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

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

NOES: Council Members - None

ABSENT: Council Members - Dobson

APPROVAL OF MINUTES

3. MARCH 19, 2013 - Approved.

CITY MANAGER/CITY ATTORNEY/CITY TREASURER REPORTS

4. CLAIM AGAINST THE CITY OF COMPTON

Anthony Ugorji vs. City of Compton (I-8570/LI0000258A) - Denied.

END CONSENT AGENDA

REGULAR AGENDA

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

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

UNFINISHED BUSINESS - There was no Unfinished Business.

NEW BUSINESS

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AMENDING THE 2012-2013 BUDGET AND ACCEPTING THE LOS ANGELES
COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT SD2 2012 EXCESS
FUNDS PROGRAM GRANT IN THE AMOUNT OF \$250,000 FOR THE CITY'S
SWIMMING POOLS

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

Mayor Perrodin inquired about the \$3,500 within the resolution.

Renee Ferrell, Grants Manager, indicated that the \$3,500 would pay for the costs incurred by the grants division during the process of monitoring the grant and ensuring that the items in the staff report are completed.

Mayor Perrodin requested a breakdown regarding the amount of money to be allocated to each pool. Ms. Ferrell indicated that there is a report regarding the project equipment and construction costs.

Mayor Perrodin questioned if Lueders Park would receive the most funding, based upon its age.

Marvin Hunt, Parks and Recreation, replied affirmatively.

Mayor Perrodin requested the projected completion date. Mr. Hunt stated that he anticipates the work to be completed around Memorial Day weekend.

Mayor Perrodin asked if night swimming would be offered. Mr. Hunt indicated that they would be implementing a comprehensive swimming and aquatics program for prospective lifeguards, swim teams and swimming lessons.

#2.

Mayor Perrodin recommended a partnership between Parks and Recreation and Compton Unified School District to open Compton High School's pool to ensure that everyone in the community has access to a pool.

Councilperson Zurita asked Mr. Hunt if staff would be consulting with pool experts to ensure that pool re-surfacing and canopies at Gonzales Park are adequately addressed. Mr. Hunt replied affirmatively.

On motion by Zurita, seconded by Arceneaux, **Resolution # 23,733** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2012-2013 BUDGET AND ACCEPTING THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT SD2 2012 EXCESS FUNDS PROGRAM GRANT IN THE AMOUNT OF \$250,000 FOR THE CITY'S SWIMMING POOLS**" was approved, by the following vote on roll call:

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

NOES: Council Members - None

ABSENT: Council Members - Dobson

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH GLOBAL MEGA ENTERTAINMENT TO HOLD A JUNE 16, 2013 RICK JAMES FUNK FESTIVAL AT THE COMPTON PAR 3 GOLF COURSE

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

Councilperson Arceneaux requested the expectations from this vendor in the event that this item passes.

City Manager Duffey stated that the parameters of the negotiations are that: the City will not pay anything for this event, and once the event occurs the City will receive a minimum of \$25,000 for a 5-day rental of the golf course. Additionally, there will be guarantees through performance bonds to ensure that the golf course returns back to its original condition, the negotiations will also include discussions regarding Global Mega Entertainment sharing revenue concessions.

Councilperson Zurita expressed a concern for the City using grant funds and/or being stuck with unpaid invoices.

City Manager Duffey assured Councilperson Zurita that this is a business venture, in which the City will be renting a facility out, and if the company is not prepared to meet the City's terms the facility will not be rented to them.

Councilperson Jones expressed a concern for the type of image this event would bring to the City of Compton. Mr. Duffey affirmed that he believes the event will bring honor to the City.

Councilperson Zurita asked the city manager if the event was originally scheduled to be held at Compton College. Mr. Duffey remarked that event staff was in negotiations with college staff.

Councilperson Jones also voiced a concern for any prospective revenue enhancements from this event.

Ruth Rugley, Deputy City Attorney, reported that the City Attorney's Office would like to revise Section One and replace the words "general liability insurance" and "auto insurance" with the phrase "appropriate insurance as required by the risk manager."

Mayor Perrodin inquired about the following points: why these event promoters are coming to the City of Compton, the time it takes to prepare for this event, the cost of the tickets compared to the amount the City is supposed to receive, the artists being paid exorbitant amount of money, and previous discussions with Mr. Forge regarding the closure of the golf course for 5 days.

Mayor Perrodin also questioned whether or not the probate for Rick James' estate had been finalized.

On motion by Arceneaux, seconded by Zurita, **Resolution # 23,734** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH GLOBAL MEGA ENTERTAINMENT TO HOLD A JUNE 16, 2013 RICK JAMES FUNK FESTIVAL AT THE COMPTON PAR 3 GOLF COURSE**" was approved, by the following vote on roll call:

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

Ruth Rugley, Deputy City Attorney, requested reconsideration and a separate vote for the claim against the City of Compton under the Consent Agenda.

4. CLAIM AGAINST THE CITY OF COMPTON (RECONSIDERATION)

Anthony Ugorji vs. City of Compton (I-8570/LI0000258A)

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

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

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

COUNCIL COMMENTS

Councilperson Zurita asked the city manager to verify when the City would begin using the new pothole and street repairer. City Manager Duffey confirmed that the City is using it now to address immediate repairs and will be back before the council on April 23, 2013 to consider a larger contract for other areas of concern.

Councilperson Zurita thanked the citizens of Compton that attended the townhall meeting held last Saturday. Ms. Zurita also mentioned that she was in the process of looking into emergency restroom facilities at the City's parks for the upcoming summer months, and that she would be instituting a commission for Gonzales Park to hear the concerns of the residents in the First District.

Councilperson Zurita reiterated her request to the city attorney for an update on the fire that took place at Fire Station One.

Councilperson Zurita also asked the city manager if the City is investigating the trash dumping along the Alameda Corridor. City Manager Duffey replied affirmatively, and noted that they have identified the individuals and they have indicated that they were directed to do it by a certain department in the City.

#2.

Councilperson Zurita made a recommendation for the City to enforce its littering ordinance with signs and a designated day in collaboration with the Sheriff's department and code enforcement.

Councilperson Zurita announced that the traffic signal at Central and Compton Boulevard is scheduled to be ready in twenty days.

Councilperson Zurita requested a revision of the City's agreement with animal control to revise the dead animal response time for large animals in Richland Farms.

Councilperson Zurita announced that the grand opening for the Great Steak "N" Fries restaurant would be held on Thursday, April 11, 2013 at 11:30 a.m.

Councilperson Zurita notified the residents that the Dollarhide Neighborhood Center would be hosting its "Spring Fling Dance" to be held on Friday, April 27, 2013 from 10 a.m. to 2 p.m. For additional information contact Marvin Hunt at (310) 605-5688. Ms. Zurita also announced that she would be hosting their annual "Mother's Day Luncheon" to be held on Friday, May 10, 2013 from 10 a.m. to 2 p.m.

Councilperson Zurita also asked the city manager if the City is still on schedule to address the Williams' Street Alley project. Mr. Duffey answered affirmatively.

Councilperson Zurita went on to request that the meeting be adjourned in the memory of long time resident Moses Norwood.

Councilperson Arceneaux asked the city manager if the tree trimming company hired to address the trees on the City's major thoroughfares is supposed to cover the area at the Alondra dumpsite.

City Manager Duffey remarked that the site was graded and that the company has not had access to drop off their chips.

Councilperson Arceneaux asked when the site on Alondra would be available for them to mulch. Mr. Duffey answered that he would have to check with the department responsible.

Councilperson Arceneaux asked the City Attorney's Office to look into District Attorney Michael Ramos' efforts to eradicate prostitution and human trafficking in San Bernardino County.

Councilperson Arceneaux asked the city manager to replicate the County of Los Angeles' sterilization of pit bull dogs to prevent attacks on small children.

Councilperson Arceneaux requested that the meeting be adjourned in the memory of long time resident Jeanette Smith. Ms. Arceneaux also announced that the next Compton Creek Clean-Up event would be held on Saturday, April 20, 2013 from 8 a.m. to 12 p.m. at 417 West Alondra Boulevard. Volunteers are asked to call Parks and Recreation at (310) 605-5688 for more information.

Councilperson Arceneaux wished Flora Bell Jones a Happy Birthday.

Councilperson Arceneaux notified the residents that the City would be coming back with a plan concerning how the City would be addressing pothole repair.

Councilperson Arceneaux addressed a resident's concerns regarding the City's use of President Obama's Stimulus (JAG) funding for crime prevention and Community Development Block Grant (CDBG) funds.

Councilperson Arceneaux directed the city manager to address when the City plans to reallocate leftover street lighting and landscaping funds for median maintenance. City Manager Duffey stated that he has a schedule for median repair throughout the City of Compton. However, one of the issues is that the contracts with private vendors ended, and the work was turned over to Parks and Recreation whose staff was not increased nor were they provided the proper equipment to be able to maintain those medians. Therefore, the citizens should not expect to see a significant increase in the level of service until late June or early July when the new budget is approved.

Councilperson Arceneaux also announced the “Big Sunday Compton Creek Hub Clean-Up” event collaborated with Heal the Bay and other local organizations to be held on Sunday, May 5, 2013 from 7 a.m. to 12 p.m. starting at 123 East Artesia Boulevard.

Councilperson Jones stated that he had the opportunity to celebrate the grand opening of the City’s first Yoshinoya restaurant today in the Downtown Compton shopping center.

Councilperson Jones also announced that today is opera singer Marion Anderson’s moment in history day held in recognition of the day she was denied the opportunity to sing at Constitutional Hall 74 years ago because she was black.

Mayor Perrodin notified the audience that Councilperson Dobson is in Mississippi attending her brother-in-law's funeral.

Mayor Perrodin notified homeowners of an agreement that was reached earlier this year providing \$3.6 billion in cash payments to borrowers whose homes were in any stage of the foreclosure process in 2009 or 2010. For more information call Rust Consulting Inc. at (888) 952-9105.

Mayor Perrodin urged the residents of Compton to vote for the person they believe will be the best candidate to lead the City of Compton.

ADJOURNMENT

On motion by Zurita, seconded by Arceneaux, the meeting was adjourned at 9:40 p.m. in the memory of **Moses Norwood, Matthew Warren and Janette Smith**, by the following vote on roll call:

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

City Clerk of the City of Compton

Mayor of the City of Compton

APRIL 23, 2013

The City Council meeting was called to order at 6:36 p.m. in the Council Chambers of City Hall by Mayor Eric Perrodin.

ROLL CALL

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

Council Members Absent: None

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

5:50 P.M. PUBLIC HEARING - RECEIVE COMMENTS ON PROPOSED FISCAL YEAR
2013-2014 ANNUAL ACTION PLAN (Item #14)

On motion by Zurita, seconded by Dobson, the public hearing was opened at 6:36 p.m., by the following vote on roll call:

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

NOES: Council Members - None

ABSENT: Council Members - None

Renee Ferrell, Grants Manager, announced that this public hearing is being held to receive public comment on the proposed fiscal year 2013-2014 Annual Action Plan listed below:

Proposed 2013-2014 CDBG Activities

CDBG Program Administration (20% cap)	\$291,274
Fair Housing Services	\$10,000
Sub-Total	\$301,274

CDBG Public Service Activities (15% cap)	
Angels for Sight	\$45,955
Champions of Caring Connections	\$10,000
Steelworkers Oldtimers Foundation	\$38,000
El Nido Family Centers	\$30,000
Children's Dental Health Care	\$20,000
Legal Aid Society of OC	\$22,000
The Children's Clinic	\$60,000
Sub-Total	\$225,955

CDBG Non-Public Service Activities	
Residential Street Reconstruction 2013	\$626,509
Section 108 Loan Repayment	\$352,635
Sub-Total	\$979,144

CDBG Total **\$1,506,373**

Proposed 2013-2014 HOME Activities

HOME Administration (10% cap)	
Home Program Administration	\$45,434
Sub-Total	\$45,434

CHDO Activity (15% cap)	
CHDO Project	\$68,151
Sub-Total	\$68,151

HOME Activities cont'd.

HOME Activities	
First Time Homebuyer Program	\$340,756
Sub-Total	\$340,756
HOME Total	\$454,341

Proposed 2013-2014 ESG Activities

ESG Program Administration	\$3,500
Sub-Total	\$3,500
ESG Activity (Los Angeles Homeless Services Authority/LAHSA)	
Emergency Shelter (Compton Welfare Rights)	\$79,055
Homelessness Prevention	\$10,957
Rapid Re-Housing	\$43,828
HMIS	\$7,648
Administration	\$7,971
Sub-Total to LAHSA	\$149,459
ESG Total	\$152,959

Mayor Perrodin opened the floor for audience comments.

AUDIENCE COMMENTS ON THE HEARING

Benjamin Holifield, Compton resident, requested the number of local organizations receiving grant funds and the general criteria to qualify.

Lorraine Cervantes, Compton resident, spoke on behalf of the Angels for Sight organization and requested that this hearing be held again to ensure that all attendees have copies of the presentation.

Elizabeth Ramirez, Compton resident, asked where the AYSO organization should go to apply for grant funds.

Mayor Perrodin referred Ms. Ramirez to the City Manager’s Office and assured her that the City is in partnership with the organization.

Mike Chattom, National Association for Justice and Equal in America (NAJEA), spoke on behalf of the Angels for Sight organization.

Joyce Kelly, Compton resident, notified the council that local residents are not aware of the programs and monies available in the City and claimed that she does not recall seeing a notice of this public hearing in the newspaper. She insisted that the City do a better job in advertising their programs and suggested that the addresses of the businesses receiving grants be presented so that concerned citizens can verify whether or not these organizations are still in business.

Lynn Boone, Compton resident, inquired about the proposed \$38,000 to the Steelworkers Old Timers Foundation when the previous providers of the Meals on Program received \$86,000. She stated that previously the City had to give money back to HUD from the First Time Homebuyers program and expressed a concern for new procedures put in place to ensure that the program will work this time. She went on to suggest that other funds be sought to pay for residential street reconstruction.

Val Dudley, Compton resident, agreed that this hearing was poorly presented; and proposed that Angels for Sight receive everything they request and then some.

Rodney Allen Ripley, Compton resident, stated that he was honored to have had the opportunity to run for mayor in the City of Compton.

Charles Strickland, Compton resident, requested the results of the feasibility study of Explorer One Ambulance Company servicing the City of Compton.

Craig Cornwell, City Attorney, stated that he anticipates an answer by the next council meeting.

Brenda Postelle, Chairperson of Federal Grants Advisory Board (FGAB), assured the residents that FGAB is mandated by HUD to service the needs of the Compton community; and further invited them to attend their meetings held every first Thursday of the month in City Hall on the second floor in the conference room.

On motion by Dobson, seconded by Zurita, the public hearing was closed at 6:54 p.m., by the following vote on roll call:

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

NOES: Council Members - None

ABSENT: Council Members - None

COUNCIL COMMENTS ON THE HEARING

Councilperson Zurita complimented the members of FGAB for their hard work and suggested that the grants selection process be televised on their behalf.

Councilperson Dobson requested the person responsible for the street selection process. Ms. Ferrell notified Councilperson Dobson that that information would be provided by the city manager.

Councilperson Dobson also asked if any funds would be allocated towards the Homeless Veteran's Stand-down event. Ms. Ferrell remarked that HUD has indicated that the event is not an allowable cost; additionally she would be applying for the Department of Veterans grant to help pay for the event.

Councilperson Arceneaux commended the grants manager and the members of FGAB on a job well done.

Councilperson Jones applauded the members of FGAB for their service and commitment to the Compton community.

Mayor Perrodin affirmed his appreciation for the regular reports provided by grants manager and the work performed by FGAB. The Mayor also stated that he agrees with some of the comments made by the members of the audience regarding information from the businesses being provided to the citizens.

Mayor Perrodin went on to ask if cuts to HUD funding would be extended to each organization equally. Ms. Ferrell replied affirmatively.

Mayor Perrodin went on to state that because the City's fiscal year begins July 1, 2013 and the federal fiscal year begins October 1, 2013 the City will not know how much money they will receive until the federal government approves their budget, therefore, he suggested that this item be removed and the information be provided to the citizens so that they can conduct their own investigations.

Ms. Ferrell stated that the City is required to submit their Annual Action Plan 45 days prior to its new fiscal year.

Mayor Perrodin requested the notice required to post a public hearing.

Craig Cornwell, City Attorney, reported that 72 hours are required and recommended that the hearing be continued to next week.

Mayor Perrodin made a recommendation to schedule the next public hearing for the next council meeting.

#2.

Councilperson Zurita affirmed her support for staff's recommendation.

Ms. Ferrell notified the City Council that this public hearing was noticed in the newspaper on March 23, 2013 in Spanish and English and in the offices of the City Clerk and City Manager, Dollarhide Community Center, and the City's website.

Mayor Perrodin clarified that his intent is provide transparency not criticism.

Councilperson Zurita called for the motion. Councilperson Arceneaux seconded the motion.

Councilperson Dobson asked the grants manager if the Mayor's recommendations fit into the time constraints of this item. Ms. Ferrell replied affirmatively.

14. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING AND AUTHORIZING THE HUD-MANDATED 2013-2014 ANNUAL ACTION PLAN OF THE CONSOLIDATED PLAN AND AUTHORIZING THE SUBMISSION OF THE PLAN TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

On motion by Zurita, seconded by Arceneaux, **Resolution # 23,735** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING AND AUTHORIZING THE HUD-MANDATED 2013-2014 ANNUAL ACTION PLAN OF THE CONSOLIDATED PLAN AND AUTHORIZING THE SUBMISSION OF THE PLAN TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**" was approved, by the following vote on roll call:

AYES: Council Members - Zurita, Arceneaux, Jones

NOES: Council Members - Dobson

ABSENT: Council Members - None

ABSTAIN: Council Members - Perrodin

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Marie Hollis, Compton resident and President of the Concerned Citizens of Compton, expressed a concern for the affect that Measure I would have on the Compton community.

Dr. Joseph Lewis, Compton resident, indicated that the approval of Measure I was achieved through irregular processes and procedures and calls for an investigation.

Minnie Sawyer, Compton resident, affirmed that she would be praying a special prayer for Mayor Perrodin and Councilperson Dobson.

Benjamin Holifield, Compton resident, announced that he was satisfied with the efforts of the city manager to acquire revenue from the Crystal Casino and Hotel. He also announced his request for a moratorium on tobacco-related establishments located throughout the City of Compton. He also requested that someone institute a monthly prayer breakfast meeting and that a local newspaper or newsletter be distributed with information concerning the FGAB organization.

Charles Strickland, Compton resident, stated that he was honored to be a part of the mayoral race with Mayor Perrodin and former mayor Omar Bradley. He indicated that throughout the process, he realized that Compton needed the experience and wisdom of the current mayor or the former mayor to contend with City issues. He also noted a humble and spiritual anointing over them during the candidate's forum, of which they were constantly being berated.

Royce Esters, President of the National Association for Equal Justice in America (NAEJA), petitioned the city attorney to appeal Measure I due to its implications of unconstitutionality and the injustice to the tax payers of Compton.

Stephen Shikes, an attorney and member of NAEJA, requested an opportunity to speak to the city attorney regarding the legalities of the Sheriff's contract.

Robert Ragner, President of BCC World Media News, requested an opportunity to meet with the City Council to discuss the probability of creating redevelopment projects, generating revenue, and job creation in the City of Compton.

Mr. Brown, acquisition specialist at Gotham Capital Management and CEO of RCI Partners, announced that they are a private equity real estate corporation specializing in identifying and maximizing the equity of residential and commercial assets and currently looking for proposals from municipalities and business owners.

Randy Taylor, advocate for Measure I, questioned why any concerns regarding the legalities of Measure I were not brought to the attention of the judge when the proposition was put on the ballot.

Mayor Perrodin notified Mr. Taylor that the judge did not want to make a ruling prior to the April 16, 2013 election based on the premise that a “No” vote would cease and desist any further litigation.

Mayor Perrodin held to the notion that Measure I takes away the policy making authority from the council to select vendors, it is unprecedented, and Compton will be the only city of all contract cities that has this particular law.

City Attorney Cornwell acknowledged both sides of Measure I and conceded that he would factor them into his presentation to council.

Val Dudley, Compton resident, spoke in agreement with Mr. Holifield's concerns regarding the management of tobacco-related establishments in the City of Compton. She also affirmed that she respects and supports Mayor Perrodin and Councilperson Dobson in whatever endeavors they decide to venture into.

Carolyn Stokes, Compton resident, petitioned the city attorney to reverse the approval of Measure I. She also insisted that the city manager contact Ms. Colleen Davis tomorrow due to her repeated attempts at contacting him. She further asked that the City Clerk count the votes and throw away the 5,000 ballots because they do not belong to the citizens. She also stated that there were rumors of illegal activities taking place at the polls and urged the City Clerk to investigate them.

Barbara Calhoun, Compton resident and former councilperson, explained the process of setting up and closing out the polls.

Lorraine Cervantes, Compton resident, questioned if the signature gatherers for Measure I were Compton residents because it was financed by the Sheriff's union. She also stated that it is illegal for anyone to submit a charter change that would impact a specific vendor. She petitioned the City Attorney to go to court as soon as possible to challenge the legitimacy of Measure I and questioned if anyone could acquire that many signatures to put something on the ballot when it has been difficult in the past.

Joyce Kelly, Compton resident, accused the man who is running for the Second District council seat of buying food and toys so that people will vote for him and of photocopying provisional or absentee ballots at the local Staples store. She further questioned that if Los Angeles County Board Supervisor Mark Ridley-Thomas has endorsed Aja Brown to be mayor of Compton why didn't he do it in another city. Why did he have to bring an inexperienced person who no one knows to Compton. Lastly, Ms. Kelly maintained that illegal voters were seen getting out of line to vote because they heard that identification was being requested.

Lynn Boone, Compton resident, referenced Item Number Two on the Consent Agenda and petitioned the council to read it carefully and possibly perform an investigation. She also asked that council vote “No” on Item Number Eleven because it is an insult to the unions and the employees that are off on furlough. She cited the importance of citizens being educated on city business and previous comments to her concerning African American voters voting for Latino American candidates.

CONSENT AGENDA

ITEMS REMOVED FROM THE CONSENT AGENDA - Items One and Six were removed from the Consent Agenda.

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

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

NOES: Council Members - None

ABSENT: Council Members - None

CITY CONTROLLER

2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE PROPOSAL FROM AND ENTER INTO A CONTRACT WITH BARTEL ASSOCIATES, LLC TO PROVIDE GASB 45 ACTUARIAL VALUATION SERVICE IN RESPECT OF THE CITY'S OTHER POSTEMPLOYMENT BENEFITS (OPEB) OBLIGATION (**Resolution # 23,736**)

CITY FIRE DEPARTMENT

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO RENEW AN AGREEMENT WITH THE INTERINSURANCE EXCHANGE OF THE AUTOMOBILE CLUB TO CONTINUE THE USAGE OF A VEHICLE FOR THE FIRE ARSON UNIT (**Resolution # 23,737**)

MUNICIPAL LAW ENFORCEMENT SERVICES

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE 2ND ANNUAL CITYWIDE YARD SALE EVENT ON MAY 4, 2013 (**Resolution # 23,738**)

PUBLIC WORKS-ENGINEERING

5. 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 EXPENSES OF STREET MAINTENANCE AND ENGINEERING DIVISIONS FOR THE PUBLIC WORKS DEPARTMENT (**Resolution # 23,739**)

ITEMS REMOVED FROM THE CONSENT AGENDA

CITY CLERK

1. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH ALL STAR INTERPRETING SERVICE FOR PROVISION OF SPANISH LANGUAGE INTERPRETATION AND TRANSLATION SERVICES

Councilperson Dobson asked the City Clerk if this is the current provider.

Alita Godwin, City Clerk, replied affirmatively.

Councilperson Dobson asked if the service went out to bid. City Clerk Godwin indicated that the service would go out to bid, and after six months the City Manager will begin the bidding process.

Councilperson Dobson stated that she observed a miss-spelled word on page two of the contract regarding payment.

Councilperson Zurita asked the City Clerk if this proposal is an extension of the original contract.

City Clerk Godwin remarked that this company does not have a contract at this time and that she inherited it from the City Manager's Office.

On motion by Zurita, seconded by Dobson, **Resolution # 23,740** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH ALL STAR INTERPRETING SERVICE FOR PROVISION OF SPANISH LANGUAGE INTERPRETATION AND TRANSLATION SERVICES**" was approved, by the following vote on roll call:

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

NOES: Council Members - None

ABSENT: Council Members - None

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO REJECT ALL BIDS SUBMITTED FOR ORIS/WINONA (CIP# 09-07) AND WILLIAMS ALLEY (CIP# 09-09) PROJECTS AND AUTHORIZING THE RE-ADVERTISING THEREOF

Councilperson Zurita requested the estimated date of construction.

Glen Kau, Director of Public Works, stated that he anticipates the work to begin June 2013.

Councilperson Zurita asked if any drainage issues would be addressed at the time of construction. Mr. Kau replied affirmatively.

Councilperson Dobson asked if funds have already been identified. Mr. Kau answered affirmatively and noted that they are Proposition 1B funds.

Councilperson Arceneaux commended Mr. Kau for his due diligence which will result in the extended life of the reconstructed streets.

Councilperson Jones requested clarity concerning the financial impact. Mr. Kau stated that less than \$2,500 would be required.

City Manager Duffey interjected that the increase is due to the delay, but the life of the street will be increased dramatically because the original design was flawed.

Mayor Perrodin read the statement of issue and conceded that since Mr. Kau has been in the City of Compton, he has shown that some of the previous public works directors were inadequate for the job.

Councilperson Arceneaux asked that Mr. Kau include in his plans an in-depth study and mark-up of the drainage problems in the City of Compton.

On motion by Zurita, seconded by Dobson, **Resolution # 23,741** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO REJECT ALL BIDS SUBMITTED FOR ORIS/WINONA (CIP# 09-07) AND WILLIAMS ALLEY (CIP# 09-09) PROJECTS AND AUTHORIZING THE RE-ADVERTISING THEREOF**" 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

7. REQUEST TO SCHEDULE BUDGET WORKSHOPS AND PUBLIC HEARINGS FOR THE FISCAL YEAR 2013-2014 BUDGET (**Hearings: May 28, 2013 at 5:50 p.m. and June 11, 2013 at 5:50 p.m. Workshops: May 8, 2013 at 6:00 p.m. and May 15, 2013 at 6:00 p.m.**)

On motion by Zurita, seconded by Arceneaux, the hearings were scheduled for May 28, 2013 at 5:50 p.m. and June 11, 2013 at 5:50 p.m. Workshops: May 8, 2013 at 6:00 p.m. and May 15, 2013 at 6:00 p.m., by the following vote on roll call:

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

NOES: Council Members - None

ABSENT: Council Members - None

8. ORAL PRESENTATION - Media Response (Presentation made)

9. DEPARTMENT MONTHLY REPORTS AND FINANCIAL REPORT

On motion by Arceneaux, seconded by Zurita, the reports were received and filed, by the following vote on roll call:

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

NOES: Council Members - None

ABSENT: Council Members - None

CITY ATTORNEY'S REPORTS

CLOSED SESSION

10. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

City of Agoura Hills et al. v. County of Los Angeles et.al. - LASC NO. BS140871

Bradford v. City of Compton - LASC Case No. TC026769

Pursuant to California Government Code Section 54956.9 (a)

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

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

NOES: Council Members - None

ABSENT: Council Members - None

VOTE TO EXTEND THE MEETING

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

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

NOES: Council Members - Zurita

ABSENT: Council Members - None

UNFINISHED BUSINESS - There was no Unfinished Business.

NEW BUSINESS

11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE SALARY RANGE FOR THE POSITION OF HUMAN RESOURCES DIRECTOR (VOTE TAKEN AFTER CLOSED SESSION)

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

Councilperson Dobson voiced her support for a qualified Human Resources (HR) Director.

City Manager Duffey notified the council that staff has included the benefits component and salary surveys of the surrounding cities.

Councilperson Zurita asked the city manager if he previously conducted a meet and confer with the unions. City Manager Duffey answered that the assistant city manager met with the unions and it met the intent of the labor agreement.

Councilperson Zurita affirmed her support for Councilperson Dobson and staff's recommendation regarding this issue.

Mayor Perrodin opened the floor to union representatives.

Bob Adams, AFSCME Business representative for Management Group 2325, cited a meeting with the City in February 2013, and at that time, they had concerns about furloughs and its impact on city employees. Also, they did not have a meet and confer or an opportunity to review the salary surveys currently being presented to this council; additionally, there may be different variables preventing prospective candidates from applying for jobs with the City of Compton.

Councilperson Dobson cited significant problems with the unions due to personnel issues.

City Manager Duffey maintained that the City has a very good relationship with the unions, but as Councilperson Dobson has stated, the City has had to go back and make costly corrections because of errors made in the HR department.

Mr. Adams conceded that all mistakes in the past do not rest with the HR department. It is a shared responsibility and to fix it, would require a competent director with supportive staff.

Mayor Perrodin questioned if in the event, the former HR director wins her case, will she be promoted to a higher level.

City Attorney Cornwell reported that the matter is pending and there is no immediate date of resolution.

Mayor Perrodin suggested that this item be brought after the personnel issue is resolved.

City Attorney Cornwell recommended the benefit of having a closed session discussion before voting on this item.

Councilperson Arceneaux withdrew her motion.

12. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING AN AMENDMENT TO THE LOCAL TAX COMPLIANCE SERVICES (BUSINESS LICENSE FEE AUDIT, BILLBOARD AND CARD CLUB REVENUE AUDIT SERVICES) AGREEMENT WITH MUNISERVICES, LLC TO EXTEND THE TERM OF THE AGREEMENT

On motion by Zurita, seconded by Arceneaux, **Resolution # 23,742** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING AN AMENDMENT TO THE LOCAL TAX COMPLIANCE SERVICES (BUSINESS LICENSE FEE AUDIT, BILLBOARD AND CARD CLUB REVENUE AUDIT SERVICES) AGREEMENT WITH MUNISERVICES, LLC TO EXTEND THE TERM OF THE AGREEMENT**" was approved, by the following vote on roll call:

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

NOES: Council Members - None

ABSENT: Council Members - None

#2.

13. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADJUSTING THE GROSS REVENUE LICENSE FEE ESTABLISHED BY SECTION 9-10.12 OF THE COMPTON MUNICIPAL CODE FOR THE CRYSTAL CASINO AND HOTEL (CELEBRITY CASINO, INC.)

On motion by Arceneaux, seconded by Zurita, **Resolution # 23,743** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADJUSTING THE GROSS REVENUE LICENSE FEE ESTABLISHED BY SECTION 9-10.12 OF THE COMPTON MUNICIPAL CODE FOR THE CRYSTAL CASINO AND HOTEL (CELEBRITY CASINO, INC.)**" was approved, by the following vote on roll call:

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

NOES: Council Members - None

ABSENT: Council Members - None

APPROVAL OF WARRANTS

15. Warrant #214987 - 3/21/13 - Smart-Tek Automated Services Inc. - Emergency Transportation and Basic Life Support Services - \$20,397.63 - Requested by: Fire Department

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

Mayor Perrodin questioned why the City is continuing to allow Smart-Tek, who is not based in the City of Compton, to provide emergency medical transportation and basic life support services for the fire department, as opposed to Explorer One Ambulance Company, a business located in the City of Compton.

City Attorney Cornwell confirmed that there was an agreement with Smart-Tek, and there is an agreement that the parties are still operating pursuant to that expired contract on a month-to-month basis.

Councilperson Zurita mentioned her previous request for a report regarding the City's response times and questioned who creates and controls the list for backup services when Smart-Tek is unavailable.

City Manager Duffey answered that Downey Dispatch operators are used to send out the various ambulance service units.

Councilperson Zurita requested a copy of the ambulance company's call back up list. Mr. Duffey indicated that he would have the list by the next council meeting.

On motion by Zurita, seconded by Arceneaux, the above warrants 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

COUNCIL COMMENTS

City Treasurer Sanders thanked the people of Compton for re-electing him to serve another term as City Treasurer.

Councilperson Arceneaux requested that the meeting be adjourned in the memory of Delia Ann Atkins.

Councilperson Arceneaux also announced another "Compton Creek Clean-up" event to be held on Sunday, May 5, 2013 at the soft-bottoms near the Compton airport. The following organizations will be in attendance: Compton Recycling Club, Fix & Ride Bikes, Hub-City Teens, Rails 2 Rails, Eastside Riders, The Tree People and the Leaps Action Center. Volunteers

are asked to meet at 123 East Artesia Boulevard behind the Crystal Casino. For more information please email emurphy@healthbay.org.

Councilperson Dobson thanked Pastor Thomas for his invitation to a "Day of Prayer" to be held on April 27, 2013 at City Hall.

Councilperson Dobson thanked the people of Compton that voted for her, she considers it a blessing and appreciates the support she receives from the clergy.

Councilperson Dobson announced the upcoming budget workshop scheduled for Tuesday, April 30, 2013 at Lueders Park.

Councilperson Zurita stated that she had the opportunity to tour water well # 20 yesterday at Sebie Park and that she would be preparing a town hall meeting for the residents in that neighborhood during the month of June 2013.

Councilperson Zurita notified Compton residents that they could not keep their canopies up over 48 hours. If they do so, they will be cited.

Councilperson Zurita requested that the meeting be adjourned in the memory of Athens Barber Shop owner Augustus McGrew.

Councilperson Dobson thanked the Compton Initiative, Victory Outreach, Faith Inspirational and Hope in Christ Church for their efforts to clean up Whaley Middle School and the surrounding neighborhoods.

Councilperson Dobson also announced the "2013 Senior Prom Event & Luncheon" hosted by the Dollarhide Neighborhood Center to be held on Friday, April 26, 2013 from 10 a.m. to 2 p.m. Tickets are \$10.

Councilperson Jones notified the residents that California State University Long Beach would be offering a free college preparatory summer program for the Class of 2014. Dates are July 8-12, 2013. For more information call (562) 985-1481. Parents can also register at www.csulb.edu/calsoap. Register soon. Space is limited.

Councilperson Jones thanked Captain Walker for her commitment and service to the Compton community.

Mayor Perrodin thanked the candidates that participated in the mayoral race and all the entities that hosted forums.

Mayor Perrodin urged the citizens to vote and participate in local government.

Mayor Perrodin also commended Captain Walker for being promoted to commander and stated that due to news that the incoming captain of the Compton's Sheriff's Station will be interviewed by the city manager and representatives from the Board of Supervisors Office, he petitioned the citizens to make sure that they mandate the incoming mayor to stand up for the City of Compton.

Councilperson Jones requested that the meeting be adjourned in the memory of Wylee Williams.

The meeting recessed to closed session at 10:34 p.m. and reconvened at 11:41 p.m.

ROLL CALL

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

REPORT OUT OF CLOSED SESSION

City Attorney Cornwell reported out that council met in closed session regarding conference with legal counsel concerning existing litigation: The first matter concerned the City of Agoura Hills et al. v. County of Los Angeles et.al. - LASC NO. BS140871 City Council unanimously voted to reject the March 28, 2012 settlement offer and directed staff to continue negotiations.

The second matter concerned the case Bradford v. City of Compton - LASC Case No. TC026769. No reportable action taken in this matter. Both cases pursuant to California Government Code Section 54956.9 (a)

11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
APPROVING AN AMENDMENT TO THE SALARY RANGE FOR THE POSITION
OF HUMAN RESOURCES DIRECTOR

On motion by Zurita, seconded by Arceneaux, **Resolution # 23,744** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE SALARY RANGE FOR THE POSITION OF HUMAN RESOURCES DIRECTOR**" was approved, by the following vote on roll call:

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

ADJOURNMENT

On motion by Zurita, seconded by Arceneaux, the meeting was adjourned at 11:44 p.m. in the memory of **Delia Ann Atkins, Augusta McGrew, and Wylee Williams**, by the following vote on roll call:

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

City Clerk of the City of Compton

Mayor of the City of Compton

MAY 7, 2013

The City Council meeting was called to order at 6:22 p.m. in the Council Chambers of City Hall by Mayor Eric Perrodin.

ROLL CALL

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

Council Members Absent: None

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

COMMENDATORY RESOLUTIONS/PRESENTATIONS

1. **ORAL PRESENTATION - HOUSING ELEMENT - Planning Department(Reagendad)**

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Randy Taylor, Measure I representative, challenged Measure I opponents and their efforts to take it to court.

Benjamin Holifield, Compton resident, requested that an item be placed on the agenda regarding a moratorium on tobacco-related establishments in the City of Compton. He also suggested that Items 14 and 15 be tabled to allow those organizations to become independent entities.

Lorraine Cervantes, Compton resident, asked that the new provider of the Meals on Wheels program be given the same respect as the previous provider. She also asked that the personal issues on the dais be resolved because the only ones that are being affected are the seniors. She also noted that Mr. Duffey's parents do not live in the City of Compton where they could potentially use the food program.

Councilperson Zurita requested legal counsel regarding personal attacks.

City Attorney Cornwell advised the council that the mayor is the chair of the meeting and the best way to control speech is to limit the subject matter of each body.

Councilperson Zurita stated that she understands the process and rules of decorum, but as an elected official, she does not believe that anyone's parents should be attacked during City Council meetings.

{Inappropriate Speech from the audience}

Ms. Cervantes spoke in opposition to Items 14 & 15 regarding the rental fees charged to the Chambers of Commerce.

Herbert Arceneaux, Compton resident, petitioned the city manager to designate the Tribune newspaper as the City's official newspaper. He also asked if Explorer One Ambulance Company could become the backup agency for the City's fire department. He went on to thank Councilperson Zurita for being elected because she was the third vote to help save the City. Lastly, he stated that the citizens have spoken, they are tired of potholes, and they want to be respected.

Colleen Davis, Compton resident, indicated that after repeated attempts of trying to contact the City Manager over a period of three weeks, she was finally contacted by him at the behest of Ms. Stokes. She argued that residents are ignored when they respectfully request information and maintained that she would not let city employees get away with this type of behavior.

Floyd Smith, Compton resident, petitioned the City Council to direct staff to monitor and cite residents disposing old furniture on the sidewalks.

#2.

Martin Nava, Steelworkers Old Timers Foundation representative, petitioned the City Council to waive the fees for the proposed lease agreement under Item Number 15.

Mike Chattom, National Association for Justice and Equality in America (NAJEA), contended that the language within Measure I is vague and ambiguous and undermines the negotiability of the City Council.

Sierra Evans, Compton resident, proposed an emphasis on unity and togetherness in the Council Chambers regardless of the issues being addressed.

Barbara Calhoun, Compton resident and former councilperson, petitioned the City Council to re-evaluate the terms of agreement for Items Seven, Fourteen, and Fifteen.

Joyce Kelly, Compton resident, maintained that the majority of her claims are factual and can be proven. She referenced the city of Long Beach's efforts to coordinate and manage their federal homeland security grants and suggested that something be done to ensure that Compton has money in their reserve account. She also affirmed that the seniors deserve better treatment than what they are receiving at the Dollarhide Neighborhood Center. Lastly, she stated that she wants Aja Brown and Omar Bradley to debate each other for the mayoral position so that the citizens can know their experience and skill level.

Lynn Boone, Compton resident, referenced Item Number Three and questioned why all legal cases are not brought before this Body. She also referenced Item Five and cited that neither the staff report nor the resolution details the ten connections that were disconnected. She expressed additional concerns for the City entering into an agreement with a more expensive hardware store (Item Number Six), and why the current provider of the Meals on Wheels program is being charged for services that the previous provider was not charged (Item Number Seven).

CONSENT AGENDA

ITEMS REMOVED FROM THE CONSENT AGENDA - Items 5, 6, 7, 8, 10 and 11 were removed from the Consent Agenda.

City Attorney Cornwell requested that the attached contracts under Items 8 and 10 be removed for amendment.

On motion by Arceneaux, 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

- 2. MARCH 26, 2013
APRIL 2, 2013

CITY MANAGER/CITY ATTORNEY/CITY TREASURER REPORTS

- 3. CLAIMS AGAINST THE CITY OF COMPTON
Dajuana Floyd v. City of Compton (I-8573/LI0000261A)
(Claim denied)
- 4. INVESTMENT REPORT - January 2013 and February 2013 (Received/Filed)

PUBLIC WORKS-ENGINEERING

- 8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT AND
ISSUE A PURCHASE ORDER TO JETPATCHER USA, INC. FOR ASPHALT REPAIR
SERVICES WITHIN THE CITY OF COMPTON (Resolution # 23,744)

9. 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 TECS ENVIRONMENTAL COMPLIANCE SERVICES FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) COMPLIANCE PROGRAM SERVICES (**Resolution # 23,745**)
10. 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 GEO-ENVIRONMENTAL, INC. TO PROVIDE GEOTECHNICAL INVESTIGATION AND MATERIALS TESTING FOR THE PROPOSED IMPROVEMENTS FOR ORIS/WINONA (CIP# 09-07) AND WILLIAMS ALLEY PROJECT (CIP# 09-09) (**Resolution # 23,746**)

ITEMS REMOVED FROM THE CONSENT AGENDA

CITY MANAGER

5. 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 TIME WARNER FOR CABLE TELEVISION SERVICES(**Removed**)

GENERAL SERVICES

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO LOWE'S HOME IMPROVEMENT

Councilperson Arceneaux asked why the City selected Lowes when Compton has a Home Depot store.

City Manager Duffey remarked that the City has had difficulties in the past in terms of keeping up with its payments to Home Depot, so therefore they suspended the City's line of credit. The City had to go outside the City to get supplies for the General Services Department.

Mayor Perrodin requested the balance owed to Home Depot?

Van Wilson, Director of General Services, confirmed that the City currently has a zero balance with Home Depot.

Mayor Perrodin affirmed that it would be more prudent for the City to approve a resolution for a specific amount in order to pay Home Depot in advance.

Mr. Wilson answered that the City has exceeded its existing purchase order limit with Lowes by \$300 and they are now requesting a forecasted amount that would cover them until the end of the year and allow them to fix the men's restroom on the first floor and the women's restroom on the second floor.

Mayor Perrodin requested the location of the Lowes store. Mr. Wilson stated that they are currently using a store located in Torrance.

Mayor Perrodin requested the estimated completion date for the maintenance of the restrooms.

Mr. Wilson stated that the restrooms should be completed by Friday.

Councilperson Arceneaux asked if the City's credit rating with Home Depot is a negative one. Mr. Wilson answered affirmatively.

Councilperson Zurita expressed a concern for how the City regulates its purchases from purchase orders.

#2.

Councilperson Dobson proposed that the department purchase tools from Home Depot.

Mayor Perrodin also proposed that the department patronize local hardware stores as opposed to stores in Torrance.

Councilperson Zurita suggested that council approve this resolution and then use Home Depot in the future.

Mayor Perrodin proposed the use of Home Depot gift cards.

City Attorney Cornwell recommended that council bring back a resolution regarding the use and requirements of gift cards.

Councilperson Zurita requested the creation of a policy first concerning its use.

City Attorney Cornwell also stated that the City does not have a policy that requires them to use local vendors.

Councilperson Jones petitioned the City Attorney to create that policy and that any exceptions come before this council for approval.

On motion by Arceneaux, seconded by Zurita, **Resolution # 23,747** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO LOWE'S HOME IMPROVEMENT**" was approved, by the following vote on roll call:

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

NOES: Council Members - None

ABSENT: Council Members - None

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING A LEASE AGREEMENT BETWEEN THE CITY OF COMPTON
AND STEELWORKERS OLDTIMERS FOUNDATION

Councilperson Dobson recommended an adjustment to any opposing policies that would prevent this organization from providing the necessary services to the senior citizen community.

City Attorney Cornwell indicated that council would need a motion to amend Section Two of the resolution.

Councilperson Arceneaux asked the city manager if the Old Timers Foundation was aware that there would be a lease agreement amount.

City Manager Duffey remarked that he did not believe the City had that discussion.

City Attorney Cornwell reported that they were told that a lease agreement would be necessary; however he stated that he was unsure as to whether a price was negotiated.

Mayor Perrodin asked if the Old Timers Foundation was aware of what the Dickinson Lighted Schools organization was paying for the rental at 600 Alameda during their discussions with the County of Los Angeles.

Councilperson Zurita stated that they were not aware of what the organization was paying.

Mayor Perrodin requested the amount that Dickinson Lighted Schools was paying for the rental. Councilperson Zurita answered that they were paying \$1 a year, however their administrative offices were based in the City of Compton and Old Timers is based in Huntington Park.

Mayor Perrodin asked Councilperson Zurita if she would be opposed to the Old Timers Foundation leasing the property for \$1 a year.

Councilperson Zurita held that she would not, however she stated that her concern as a policy maker is to try and create one policy for all vendors and providers to help the City recover from its deficit.

Councilperson Dobson mentioned a proposal from Dickinson Lighted Schools for \$200,000 while the City was experiencing lay-offs, she stated that she supports \$1 a year lease agreement and whatever else the City can do to make sure the senior community receives this service.

Mayor Perrodin asked Councilperson Dobson if that was her motion.

Councilperson Dobson replied affirmatively.

Councilperson Arceneaux seconded the motion.

On motion by Dobson, seconded by Arceneaux, **Resolution # 23,748** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING A LEASE AGREEMENT BETWEEN THE CITY OF COMPTON AND STEELWORKERS OLDTIMERS FOUNDATION**" was approved (with Section Two amended to reflect a \$1 a year lease agreement), by the following vote on roll call:

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

NOES: Council Members - None

ABSENT: Council Members - None

11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 23,707 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENTS WITH THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND RON'S MAINTENANCE, INC. FOR CATCH BASIN CLEANING SERVICES

Councilperson Zurita cited flash floods in various parts of the City and questioned if it was due to localized basins or the main basins.

Glen Kau, Director of Public Works, stated that it is the design and condition of the street that caused the flooding.

Councilperson Arceneaux conceded that it is absolutely necessary that Mr. Kau address whatever study is needed to address the way the streets have been laid, standing water and inadequate draining processes.

Mayor Perrodin asked Mr. Kau to explain why he is proposing an allocation from the lighting and landscaping district.

Mr. Kau maintained that the citywide lighting budget also refers to the landscaping portion which supports that overall service.

Mayor Perrodin expressed a concern for the maintenance of the City's lights especially on the major thoroughfares.

Councilperson Zurita recommended that a city employee be brought back to drive around the City at night to document any inoperable lights.

On motion by Zurita, seconded by Dobson, **Resolution # 23,749** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 23,707 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENTS WITH THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND RON'S MAINTENANCE, INC. FOR CATCH BASIN CLEANING SERVICES**" was approved, by the following vote on roll call:

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

NOES: Council Members - None

ABSENT: Council Members - None

END CONSENT AGENDA

REGULAR AGENDA

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

CITY ATTORNEY'S REPORTS

12. ORAL REPORT - SECONDHAND SMOKE LITIGATION UPDATE

City Attorney Cornwell presented a brief report on secondhand smoke litigation.

***Councilperson Zurita out at 8:21 p.m.**

CLOSED SESSION

13. CONFERENCE WITH LEGAL COUNSEL-PENDING LITIGATION
Capelle v. City of Compton LASC Case No. BC449921
Pursuant to California Government Code Section 54956.9(a)

CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION
One (1) Potential Case
Pursuant to California Government Code Section 54956.9(b)

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

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

UNFINISHED BUSINESS - There was no Unfinished Business.

NEW BUSINESS

14. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING A LEASE AGREEMENT BETWEEN THE CITY OF COMPTON
AND COMPTON CHAMBER OF COMMERCE

Mayor Perrodin made a motion to authorize a \$1 per year lease agreement between the City of Compton and the Compton Chamber of Commerce.

Councilperson Dobson seconded the motion.

On motion by Perrodin (who stepped away from the Chair), seconded by Dobson, **Resolution #23,750** entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING A LEASE AGREEMENT BETWEEN THE CITY OF COMPTON AND COMPTON CHAMBER OF COMMERCE" was approved for a one dollar per year lease agreement, by the following vote on roll call:

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

15. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING A LEASE AGREEMENT BETWEEN THE CITY OF COMPTON
AND THE LATINO CHAMBER OF COMMERCE

Mayor Perrodin made a motion to authorize a \$1 per year lease agreement between the City of Compton and the Latino Chamber of Commerce, and that both chambers shall have their houses in order.

Councilperson Arceneaux recommended that both chambers come together to have a bigger and better impact on the business community.

On motion by Perrodin (who stepped away from the Chair), seconded by Jones, **Resolution # 23,751** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING A LEASE AGREEMENT BETWEEN THE CITY OF COMPTON AND THE LATINO CHAMBER OF COMMERCE**" was approved for a one dollar per year lease agreement, by the following vote on roll call:

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

16. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING AN AMENDMENT TO THE 2012-2013 FISCAL YEAR BUDGET TO INCREASE REVENUE AND EXPEDITURES WITHIN THE CITY MANAGER'S DEPARTMENT

On motion by Arceneaux, seconded by Jones, **Resolution # 23,752** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING AN AMENDMENT TO THE 2012-2013 FISCAL YEAR BUDGET TO INCREASE REVENUE AND EXPEDITURES WITHIN THE CITY MANAGER'S DEPARTMENT**" was approved, by the following vote on roll call:

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

APPROVAL OF WARRANTS

18. Warrant #215214 - 4/29/13 - C.H.A.N.G.E. - Graffiti Removal - \$3,150.00 Requested by: City Manager

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

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

COUNCIL COMMENTS

Councilperson Arceneaux directed the city manager to schedule a meeting with the Crystal Casino owners regarding their disposal of construction materials.

Councilperson Arceneaux also asked that the City Manager address an incident at Sunny Cove wherein a city employee placed a fire hydrant in a resident's yard.

***Councilperson Zurita returned at 8:30 p.m.**

Councilperson Arceneaux further requested that the meeting be adjourned in the memory of Narvel Stewart and Mr. Burrell.

Councilperson Dobson commended the Tribune newspaper editor for writing an postive article about Mayor Perrodin.

Councilperson Dobson congratulated her colleagues on their re-elections and mentioned that she was honored to be able to participate in the religious services and prayer meetings hosted by Pastor George Thomas.

Councilperson Dobson mentioned the budget workshop held at Lueders Park and stated that she hopes that someone is selected to address the City's lighting and pothole repair.

#2.

Councilperson Jones thanked the city manager and the department heads that hosted the community forum held to discuss the 2013-2014 fiscal year budget. Dr. Jones stated that citizens that want to fill-out priority cards should call his office at (310) 605-5590.

Councilperson Jones also announced that the City would be hosting another "Budget Workshop" to be held on Wednesday, May 8, 2013 at 6 p.m. at City Hall in the community room.

Councilperson Zurita encouraged residents with unwanted bulky items to call Pacific Coast Waste & Recycling at (310) 635-2955 for a free bulky waste pick-up.

Councilperson Zurita announced that on Friday, May 10, 2013 she would be hosting "Dollarhide Neighborhood Center's Annual Mother's Day Luncheon." For tickets and more information please call (310) 605-5568.

Councilperson Zurita also announced that the Compton Fire Department would be hosting their "Annual Fire Service Day" to be held on May 11, 2013 from 11 a.m. to 4 p.m.

Councilperson Zurita mentioned that she would like to work with the new captain regarding an improved camera surveillance system.

Mayor Perrodin asked that code enforcement address the illegal vendors around the trailer park located at Grandee and Alondra Boulevard.

Mayor Perrodin congratulated his colleagues on their re-elections and announced the upcoming "Candidates Forum" to be held on Thursday, May 23, 2013 at 6 p.m. in the Council Chambers and Saturday, May 25, 2013 at 12 p.m. in the Council Chambers.

Mayor Perrodin also announced that the City of Compton was incorporated on May 11, 1888 and would be celebrating its 125th birthday.

RECESSED TO CLOSED SESSION

On motion by Arceneaux, seconded by Dobson, the meeting was recessed to closed session at 9:00 p.m., by the following vote on roll call:

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

NOES: Council Members - None

ABSENT: Council Members - None

On motion by Zurita, seconded by Dobson, the meeting was reconvened at 10:35 p.m., by the following vote on roll call:

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

NOES: Council Members - None

ABSENT: Council Members - None

ROLL CALL

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

Council Members Absent: None

REPORT OUT OF CLOSED SESSION

City Attorney Cornwell reported out that council met in closed session regarding conference with legal counsel regarding pending litigation Capelle v. City of Compton LASC Case No. BC449921; City Council approved a vote of four-to-one (the dissenting vote from Councilperson Zurita) to give settlement authority under the parameters as stated in that matter pursuant to California Government Code Section 54956.9(a). As it relates to the second matter; conference with legal counsel, anticipated litigation, one potential case was discussed. No reportable action was taken pursuant to California Government Code Section 54956.9(b)

17. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
DECLARING THE RESULTS OF THE PRIMARY NOMINATING ELECTION HELD
IN SAID CITY ON APRIL 16, 2013

On motion by Zurita, seconded by Dobson, **Resolution # 23,753** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DECLARING THE RESULTS OF THE PRIMARY NOMINATING ELECTION HELD IN SAID CITY ON APRIL 16, 2013**" was approved, by the following vote on roll call:

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

ADJOURNMENT

On motion by Zurita, seconded by Arceneaux, the meeting was adjourned at 10:37 p.m. in memory of **Narvel Stewart** and **Mr. Burrell**, by the following vote on roll call:

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

City Clerk of the City of Compton

Mayor of the City of Compton

DATE: MAY 21, 2013
TO: MAYOR AND COUNCIL MEMBERS
FROM: CITY TREASURER
SUBJECT: INVESTMENT REPORT

IN ORDER TO COMPLY WITH STATE LAW AND THE CITY'S INVESTMENT POLICY, THE ATTACHED REPORT ACCURATELY REFLECTS ALL POOLED INVESTMENTS HELD ON BEHALF OF THE CITY AND SUCCESSOR AGENCY AS OF MARCH 30, 2013.



DOUGLAS SANDERS
CITY TREASURER



CITY OF COMPTON
Portfolio Management
Portfolio Summary
March 30, 2013

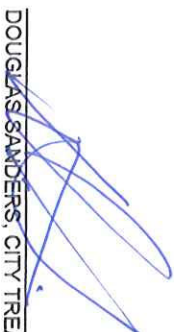
City of Compton
205 S. Willowbrook Ave.
Compton, CA 90220
(310)605-5515

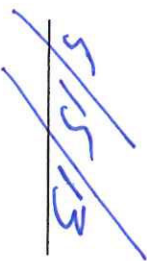
Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Passbook/Checking Accounts -2	704,921.18	704,921.18	704,921.18	6.62	1	1	0.157	0.159
Local Agency Investment Funds	9,219,446.18	9,219,446.18	9,219,446.18	86.59	1	1	0.316	0.320
Managed Pool & Money Market Account	723,116.89	723,116.89	723,116.89	6.79	1	1	0.050	0.051
Investments	10,647,484.25	10,647,484.25	10,647,484.25	100.00%	1	1	0.287	0.291

Total Earnings	March 30 Month Ending	Fiscal Year To Date
Current Year	2,219.27	19,195.24
Average Daily Balance	10,647,370.30	8,966,143.50
Effective Rate of Return	0.25%	0.29%

This report reflects all pooled investments in conformity with the investment policy adopted by the City Council (Gov Code 53646(b) (3)). The monthly investment report must state the ability of the agency to meet its expenditure requirements for the next six months or provide an explanation of why sufficient cash funds may or may not be available. The investment program SHOULD provide sufficient cash to meet six months of estimated expenditures, there should be sufficient cash available until the April Property Tax distribution. In December the City received a little over \$12 million in property tax revenue and in January the City received over \$8 million, within 30 days the City received total of \$20 million of property revenue. We may have received a little bump in property tax revenue due to the defunct CRA and property reverting back to the County Tax Rolls. As of March 31, 2013 the City had approximately \$4.9 million in the General Bank account plus LAIF accounts and approximately \$3.1 million in outstanding warrants to be paid to vendors. Our City continues in the right direction in meeting its obligations to the vendors on payments. The pricing of securities is done by Union Bank and Interactive Data Services. Moody Investor Service rates the State Pool Accounts AAA.

Treasury Rates as of 03/28/13
3 month T-Bill @ 0.07100%
6 month T-Bill @ 0.1014%
1 year T-Bill @ 0.1218%


DOUGLAS SANDERS, CITY TREASURER



Reporting period 03/01/2013-03/30/2013

Run Date: 05/15/2013 - 14:59

CITY OF COMPTON
Portfolio Management
Portfolio Details - Investments
March 30, 2013

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	YTM 365	Days to Maturity	Maturity Date
Passbook/Checking Accounts -2												
5007	5007	Family Self Sufficiency		11/01/2012	400,424.68	400,424.68	400,424.68	0.090	0.089	0.090	1	
4000	4000	Neighborhood Improvement			304,496.50	304,496.50	304,496.50	0.250	0.247	0.250	1	
Subtotal and Average					704,921.18	704,921.18	704,921.18		0.157	0.159	1	
Local Agency Investment Funds												
6000	6000	General City	45,426.18		45,426.18	45,426.18	45,426.18	0.320	0.316	0.320	1	
6005	6005	SA Surplus Tax	135,376.76		135,376.76	135,376.76	135,376.76	0.320	0.316	0.320	1	
6011	6011	SA Low Cost Housing	176,593.41		176,593.41	176,593.41	176,593.41	0.320	0.316	0.320	1	
6029	6029	Measure R	2,053,194.43	07/05/2012	2,053,194.43	2,053,194.43	2,053,194.43	0.320	0.316	0.320	1	
6019	6019	EDA Revolving Loan	434,672.33		434,672.33	434,672.33	434,672.33	0.320	0.316	0.320	1	
6002	6002	Prop C	3,339,454.50		3,339,454.50	3,339,454.50	3,339,454.50	0.320	0.316	0.320	1	
6030	6030	PROP A	195,352.32	10/05/2012	195,352.32	195,352.32	195,352.32	0.320	0.316	0.320	1	
6027	6027	River Mountain Conservancy	11,709.36		11,709.36	11,709.36	11,709.36	0.320	0.316	0.320	1	
6028	6028	HUD Section 108	0.00		0.00	0.00	0.00	0.320	0.316	0.320	1	
6004	6004	Local Housing Authority	0.00		0.00	0.00	0.00	0.320	0.316	0.320	1	
6007	6007	Successor Agency General	10,868.48		10,868.48	10,868.48	10,868.48	0.320	0.316	0.320	1	
6003	6003	Sewer Bond Proceeds	87,151.79		87,151.79	87,151.79	87,151.79	0.320	0.316	0.320	1	
6009	6009	Public Finance Authority	0.00		0.00	0.00	0.00	0.320	0.316	0.320	1	
6022	6022	Regional Park	2,729,646.62		2,729,646.62	2,729,646.62	2,729,646.62	0.320	0.316	0.320	1	
Subtotal and Average					9,219,446.18	9,219,446.18	9,219,446.18		0.316	0.320	1	
Managed Pool & Money Market Account												
5004	5004	Formal Assurance Prg Money Mkt	123,276.11		123,276.11	123,276.11	123,276.11	0.250	0.247	0.250	1	
5001	5001	5116 Highmark Fund	421,025.95		421,025.95	421,025.95	421,025.95	0.010	0.010	0.010	1	
5006	5006	1001 Highmark Fund	178,282.35		178,282.35	178,282.35	178,282.35	0.010	0.010	0.010	1	
5005	5005	Rental Rehab Prg Money Market	202.75		202.75	202.75	202.75	0.060	0.059	0.060	1	
5003	5003	Residential Rehab Money Market	329.73		329.73	329.73	329.73	0.040	0.039	0.040	1	
Subtotal and Average					723,092.45	723,116.89	723,116.89		0.050	0.051	1	
Total and Average					10,647,370.30	10,647,484.25	10,647,484.25		0.287	0.291	1	

CITY OF COMPTON
Portfolio Management
Interest Earnings Summary
March 30, 2013

March 30 Month Ending		Fiscal Year To Date	
CD/Coupon/Discount Investments:			
Interest Collected	0.00		0.00
Plus Accrued Interest at End of Period	0.00		0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)	
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)	
Interest Earned during Period	0.00		0.00
Adjusted by Premiums and Discounts	0.00		0.00
Adjusted by Capital Gains or Losses	0.00		0.00
Earnings during Periods	0.00		0.00
Pass Through Securities:			
Interest Collected	0.00		0.00
Plus Accrued Interest at End of Period	0.00		0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)	
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)	
Interest Earned during Period	0.00		0.00
Adjusted by Premiums and Discounts	0.00		0.00
Adjusted by Capital Gains or Losses	0.00		0.00
Earnings during Periods	0.00		0.00
Cash/Checking Accounts:			
Interest Collected	122.09		18,012.00
Plus Accrued Interest at End of Period	-47,918.86		-47,918.86
Less Accrued Interest at Beginning of Period	(-50,016.04)	(-49,102.10)	
Interest Earned during Period	2,219.27		19,195.24
Total Interest Earned during Period	2,219.27		19,195.24
Total Adjustments from Premiums and Discounts	0.00		0.00
Total Capital Gains or Losses	0.00		0.00
Total Earnings during Period	2,219.27		19,195.24

CITY OF COMPTON
BANK ACCOUNT BALANCES AS OF
MARCH 29, 2013

FUND #	NAME OF ACCOUNT	BANK NAME	BALANCE
101	PAYROLL	WELLS FARGO BANK	900,413.54
1001	GENERAL CITY ACCOUNT	BANK OF THE WEST	5,206,530.65
1520	MEASURE R	BANK OF THE WEST	427,708.59
2000	PROP A	BANK OF THE WEST	334,991.01
1200	SA SURPLUS TAX	BANK OF THE WEST	0.00
4000	SA GENERAL	BANK OF THE WEST	3,994,105.77
1203	SA LOW COST HOUSING	BANK OF THE WEST	0.00
9203	PUBLIC FINANCE AUTHORITY	BANK OF THE WEST	179,086.15
1001	COC REGIONAL PARK	BANK OF THE WEST	963.80
2820	COC - FAMILY SELF SUFFICIENCY	BANK OF THE WEST	400,424.68
2754-84-85	JTPA - CAREERLINK	BANK OF THE WEST	196,538.14
2805	HOME LOAN PROGRAM	BANK OF THE WEST	127,786.09
2818	SECTION 108 - HUD FUND	BANK OF THE WEST	2,798,560.24
1022	POLICE DRUG PROPERTY FORFEITURE	BANK OF THE WEST	2,641.93
5116	SEWER BONDS PROCEEDS	BANK OF THE WEST	327,290.00
6400	LIABILITY	BANK OF THE WEST	53,575.00
1001	COC - CHANGE FUND	BANK OF THE WEST	444.50
1900	PROP C	BANK OF THE WEST	420,046.58

CITY OF COMPTON
BANK ACCOUNT BALANCES AS OF
MARCH 29, 2013

FUND #	NAME OF ACCOUNT	BANK NAME	BALANCE
6300	WORKERS COMP	BANK OF THE WEST	154,936.81
2820	HOUSING AUTHORITY	BANK OF THE WEST	2,132,780.49
1001	EMERGENCY MEDICAL SERVICES COC	BANK OF THE WEST	595,497.99
1061	COPS GRANT WEED AND SEED	BANK OF THE WEST	468,876.46
1001	COC PARKING VIOLATIONS	BANK OF THE WEST	196,917.96
1001	COC UTILITIES BILLINGS	BANK OF THE WEST	933,746.13

May 21, 2013

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: VICTOR OROZCO, INTERIM CHIEF BUILDING INSPECTOR

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE BUILDING AND SAFETY DEPARTMENT 2012/2013 FISCAL YEAR BUDGET, AMEND THE CONTRACT, AND ISSUE A PURCHASE ORDER TO MELAD AND ASSOCIATES FOR BUILDING PLAN CHECK SERVICES AND TEMPORARY BUILDING INSPECTION SERVICES

SUMMARY

This resolution is to amend the Building and Safety fiscal year 2012/2013 Annual Budget, amend the contract, and issue a purchase order for Melad and Associates to continue providing plan check and temporary inspection services for the Building and Safety Department.

BACKGROUND

The Building and Safety Department utilizes the services of a variety of vendors for its operations each fiscal year. Among these services is the review of building plans to ensure compliance with all applicable codes and ordinances and the performance of certain building inspections when necessary.

Annually, the department estimates revenues for building and plan check services based on the previous year's actual revenues. A number of factors are considered, including the current economy, economic development efforts, trends, and projections in regional business development.

On July 24, 2012, pursuant to Resolution no. 23,584, City Council authorized the City Manager to enter into an agreement with Melad and Associates for Building plan check services and temporary inspection services in amount not to exceed **One Hundred Thirty Five Thousand Dollars** (\$135,000.00).

The original contract amount has been exhausted. The Building and Safety Department desires to amend the contract in order to allocate additional funds to Melad and Associates.

It is important to note, the fees for these services are collected when plans are submitted and permits are requested for Building Department approval. In essence, these funds are collected from the applicants. The fees collected for services are distributed accordingly. Seventy Five Percent (75%) of the fee is paid to Melad and

#4.

Associates, while the other Twenty Five Percent (25%) is used for other departmental costs associated with the daily operation of the department.

PLAN CHECK FEES (*)			EXPEDITED		SUPPLEMENTAL	
Consultants	Consultant	Compton	Consultant	Compton	Consultant	Compton
Melad and Associates	75%	25%	50%	50%	\$60 per hr	+25%

*The city collects 25% of building permit fees when plans are required

STATEMENT OF THE ISSUE

Melad and Associates is currently providing building plan check services and temporary building inspection services under contract. The current contract they are under is from periods July 01, 2011 through June 30th, 2014.

FISCAL IMPACT

This funding does not present an additional liability to the General Fund, as payments from this funding will only be paid after the fees have been collected for services rendered. The fees for service will be collected, deposited into the fund, and only then will the contractor be paid.

Revenue (Account No.1001-00-0000-3210) and expenditures (Account No.1001-77-0000-4269) shall be increased in the amount of **Eighty Nine Thousand Dollars** (\$89,000.00) are available for these services. All fees for plan check services are paid by applicants as part of the building permit process and the monies are deposited into the General Fund.

RECOMMENDATION

That Council adopts the amendment authorizing the City Manager to amend the budget, amend the contract, and issue a purchase order in the amount not to exceed **Eighty Nine Thousand Dollars** (\$89,000.00) to Melad and Associates for building plan check services for Fiscal Year 2012-2013.

VICTOR OROZCO
INTERIM CHIEF BUILDING INSPECTOR

APPROVED FOR FORWARDING:

G. HAROLD DUFFEY
CITY MANAGER

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO AMEND THE BUILDING AND
SAFETY DEPARTMENT 2012/2013 FISCAL YEAR BUDGET, AMEND
THE CONTRACT, AND ISSUE A PURCHASE ORDER TO MELAD AND
ASSOCIATES FOR BUILDING PLAN CHECK SERVICES AND
TEMPORARY BUILDING INSPECTION SERVICES

WHEREAS, it is pertinent that the Building and Safety Department utilize the services of a variety of vendors (consultants and contractors) for effective operation; and

WHEREAS, the Building and Safety Department also requires the professional service of a qualified firm to review building plans to ensure compliance with all applicable codes and regulations; and

WHEREAS, in addition to the Department's in-house plan check and inspection services, the Department must hire a qualified plan check consultant to provide plan checks, expedited plan checks, supplemental plan checks and inspection services; and

WHEREAS, Melad and Associates has an existing contract with the City of Compton on an as- needed basis and has performed satisfactorily; and

WHEREAS, due to the current demand of plan and permit approvals the funding has been depleted; and

WHEREAS, staff is requesting to amend the Building and Safety Department 2012/2013 fiscal year budget, amend the contract, and issue a purchase order, in the amount of **Eighty Nine Thousand Dollars** (\$89,000.00); and

WHEREAS, that Building and Safety desires to increase revenue (Account No. 1001-00-0000-3210) and expenditures (Account No. 1001-77-0000-4269) in the amount of **Eighty Nine Thousand Dollars** (\$89,000.00) are available for these services.

WHEREAS, the table below illustrates the breakdown on how funds will be disbursed between the consultant and the City of Compton; and

PLAN CHECK FEES (*)			EXPEDITED		SUPPLEMENTA L	
Consultants	Consulta nt	Compto n	Consultan t	Compt on	Consult ant	Compt on
Melad and Associates	75%	25%	50%	50%	\$60 per hr	+25%

*The city collects 25% of building permit fees when plans are required

WHEREAS, funding for the plan check services is appropriated in the FY 2012-2013 budget (Account No. 1001-770-000-4269) in the amount of **Eighty Nine Thousand Dollars** (\$89,000.00); and

WHEREAS, this resolution covers a period of fiscal year 2012-2013 with the condition that an Agreement or any additional amendments thereof, with **CONSULTANT** be approved on a fiscal year basis, provided that funds are available during that fiscal year period.

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

Section 1. That the City Manager is authorized to amend the agreement with Melad and Associates to provide additional compensation for services that are rendered for the remainder of Fiscal Year 2012-2013.

Section 2. That a purchase order is authorized to be issued to Melad and Associates for plan check services in the amount of **Eighty Nine Thousand Dollars** (\$89,000.00).

Section 3. That the funds in the amount of **Eighty Nine Thousand Dollars** (\$89,000.00) is available in the Building and Safety 2012-2013 fiscal year budget in account No. 1001-770-000-4269.

Section 4. That the Building and Safety Department desires to increase revenue (Account No. 1001-00-0000-3210) and expenditures (Account No. 1001-77-0000-4269) in the amount of **Eighty Nine Thousand Dollars** (\$89,000.00) are available for these services

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

Section 6. 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 forgoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the ____ day of _____, 2013.

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

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

CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Building and Safety

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE BUILDING AND SAFETY DEPARTMENT 2012/2013 FISCAL YEAR BUDGET, AMEND THE CONTRACT, AND ISSUE A PURCHASE ORDER TO MELAD AND ASSOCIATES FOR BUILDING PLAN CHECK SERVICES AND TEMPORARY BUILDING INSPECTION SERVICES

Jerry Durant
DEPARTMENT MANAGER’S SIGNATURE

4/30/2013 10:53:31 AM
DATE

REVIEW / APPROVAL

Craig Cornwell
CITY ATTORNEY

5/1/2013 7:05:08 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

5/1/2013 3:28:23 PM
DATE

G. Harold Duffey
CITY MANAGER

5/1/2013 1:48:28 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.

**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF COMPTON
AND
MELAD AND ASSOCIATES**

This **FIRST AMENDMENT** is entered into by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as "**CITY**") and **MELAD AND ASSOCIATES** (hereinafter referred to as "**CONSULTANT**").

RECITALS

WHEREAS, the Building and Safety Department utilizes the services of a variety of vendors for its operations each fiscal year and among these services is the review of building plans to ensure compliance with all applicable codes and ordinances and the performance of certain building inspections when necessary; and

WHEREAS, on July 24, 2012, pursuant to Resolution No. 23,584, the City Council authorized the City Manager to enter into an agreement with Melad and Associates for building plan check services and temporary inspection services during Fiscal Year 2012-2013 in amount not to exceed **One Hundred Thirty Five Thousand Dollars** (\$135,000.00); and

WHEREAS, the original contract amount has been exhausted and there is a need to amend the Agreement with the **CONSULTANT** to provide for additional compensation in the amount of \$89,000.00 for such services to be rendered for the remainder of Fiscal Year 2012-2013; and

WHEREAS, Section 20 of the original Agreement provides that the Agreement may be amended by a written document executed by both parties.

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

AMENDMENTS

1. The parties agree to amend **Section 5 – Fees for Services (Compensation)** of the original Agreement to revise the maximum amount of compensation payable to **CONSULTANT** for services performed and completed during Fiscal Year 2012-2013, by providing addition compensation in an amount of up to **Eighty Nine Thousand Dollars (\$89,000.00)**.

2. Except as provided for above, all other terms and conditions of the original Agreement and any amendments thereto between the **CITY** and the **CONSULTANT** all remain in effect.

#4.

First Amendment to Professional Services Agreement – Melad and Associates
Plan Checking Services
Building and Safety/(Resolution No. ____)

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this **FIRST AMENDMENT** to the above-identified **PROFESSIONAL SERVICES AGREEMENT**.

MELAD AND ASSOCIATES/CONSULTANT

By _____ Dated: _____
Jose D. Melad, President

CITY OF COMPTON
Recommended for Approval:

By _____ Dated: _____
Victor Orozco, (Interim) Chief
Building Inspector
Building & Safety Department

Approved by:

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

Approved as to form:

By _____ Dated: _____
Craig Cornwell, City Attorney

ATTEST:

Dated: _____ By _____
Alita Godwin, City Clerk

May 21, 2013

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ALITA GODWIN, CITY CLERK

SUBJECT: FIREWORKS APPLICATIONS (APPROVAL)

SUMMARY

In accordance with Section 22-2.3 of the Compton Municipal Code (CMC), Charitable organizations, associations, or corporations may sell safe and sane fireworks upon first obtaining a permit from the City of Compton. Organizations are selected through a random drawing conducted by the City Clerk's Office. The random drawing was held in the City Clerk's Office on May 14, 2013.

There were twenty (20) applications submitted to operate a 2013 fireworks stand. Of those applications, eleven (11) groups operated a stand last year and three (3) groups are returning for their second year. There are nine (9) open slots. The CMC allows for twelve (12) fireworks stand in the city.

Section 22-2.8 of the CMC gives the City Council, sole discretion to grant or deny a permit to sell fireworks. The criteria to make such a decision is listed in CMC section 22-2.8(a) through 22-2.8(g).

RECOMMENDATION

It is Staff's recommendation that the following organizations be approved for a fireworks stand:

1. Community United for Compton (**returning for 2nd year**)
2. Compton Sounders Drill Team & Drum Squad
3. Crossroads United Methodist Church(**returning for 2nd year**)
4. Curry Temple Church
5. Dominguez High School Quarterback Club (**returning for 2nd year**)
6. Dominguez Samoan Congregational Church
7. Hopes and Dreams Foundation
8. Iglesia Hispana Adoracion
9. Light of the World Community Center
10. New Holy Trinity Baptist Church
11. Sandra's Soul Steppers
12. Victory Outreach

Alita Godwin, CMC
City Clerk

2013 Approved Fireworks Stands		
	Group Name	Lottery Rank
1	Community United for Compton	2nd Year
2	Compton Sounders Drill Team & Drum Squad	1
3	Crossroads United Methodist Church	2nd Year
4	Curry Temple Church	2
5	Dominguez High School Quarterback Club	2nd Year
6	Dominguez Samoan Congregational Church	3
7	Hopes and Dreams Foundation	4
8	Iglesia Hispana Adoracion	5
9	Light of the World Community Center	6
10	New Holy Trinity Baptist Church	7
11	Sandra's Soul Steppers	8
12	Victory Outreach	9
13	Sigma Lambda Beta Fraternity	10
14	Cross Connexion	11
15	Trinity Chapel Life Center	12
16	Veterans of Foreign Wars	13
17	Compton High School Drill Team	14
18	Light of the World Church	15
19	Compton High School Basketball Alumni	16
20	Blessed Child Chapter # 277	17

May 21, 2013

TO: MAYOR AND COUNCIL MEMBERS

**FROM: JON THOMPSON, CHIEF
COMPTON FIRE DEPARTMENT**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
ACCEPTING FUNDS FROM THE HOMELAND SECURITY GRANT
PROGRAM (HSGP – 2010), AUTHORIZING AN AGREEMENT WITH
THE COUNTY OF LOS ANGELES AND AMENDING THE FIRE
DEPARTMENT'S 2012-2013 FISCAL YEAR BUDGET**

SUMMARY

This resolution authorizes an agreement to disburse 2010 grant funds to the City of Compton as a Sub-recipient through the Homeland Security Grant Program (HSGP) from the California Emergency Management Agency (Cal EMA) and amends the Fire Department's 2012-2013 Fiscal Year Budget to appropriate \$28,773.00 in grant funding.

BACKGROUND

On February 8, 2011, the County of Los Angeles Board of Supervisors authorized the City of Compton as a Subrecipient of this grant. These grant funds are provided to address the unique equipment, training, exercise and planning management needs to assist in building an enhanced and sustainable capacity to prevent, respond to, and recover from threats or acts of terrorism.

STATEMENT OF THE ISSUE

In order to receive these funds an agreement must be executed between the City and the County of Los Angeles.

FISCAL IMPACT

The Fire Department's 2012-2013 Fiscal Year Budgets must be amended to appropriate funds in the amount of \$28,773.00 to Account No. 1001 690 000 4240.

#8.

**(HSGP) 2013 STAFF REPORT
PAGE 2**

RECOMMENDATIONS

Staff recommends that Council adopt the attached Resolution.

**JON THOMPSON
FIRE CHIEF**

APPROVED FOR FORWARDING:

**G. HAROLD DUFFEY
CITY MANAGER**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
ACCEPTING FUNDS FROM THE HOMELAND SECURITY GRANT
PROGRAM (HSGP- 2010), AUTHORIZING AN AGREEMENT WITH THE
COUNTY OF LOS ANGELES AND AMENDING THE FIRE DEPARTMENT’S
2012-2013 FISCAL YEAR BUDGET**

WHEREAS, on February 8, 2011, the County of Los Angeles Board of Supervisors authorized an agreement to disburse 2010 grants funds to the City of Compton as a Sub-recipient through the Homeland Security Grant Program (HSGP) from the California Emergency Management Agency (Cal EMA); and

WHEREAS, the City of Compton Fire Department will receive at total of \$28,773; and

WHEREAS, these grant funds are provided to address the unique equipment, training, exercise and planning management needs to assist in building an enhanced and sustainable capacity to prevent, respond to, and recover from threats or acts of terrorism; and

WHEREAS, the City of Compton is a Subrecipient of the grant and in order to receive these funds an agreement must be executed between the City and the County of Los Angeles; and

WHEREAS, the Fire Department’s 2012-2013 Fiscal Year Budget must be amended to appropriate funds in the amount of \$28,773.00.

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

Section 1. That the City of Compton shall hereby accept the Homeland Initiative (2010) Grant in the amount of \$28,773.00.

Section 2. That the City Manger is authorized, upon the advise and consent of the City Attorney, to execute a Subrecipient Agreement with the County of Los Angeles for Grant Year 2010 Homeland Security Grant Program funding in the amount of \$28,773.00.

Section 3. That the Fire Department’s 2012-2013 Fiscal Year Budget shall be amended to appropriate funds in the amount of \$28,773.00 to Account No. 1001 690 000 4240.

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

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

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

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

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

CITY CLERK OF THE CITY OF COMPTON

Subrecipient Agreement

Between the County of Los Angeles and

The City of Compton

Grant Year 2010

Homeland Security Grant Program

**SUBRECIPIENT AGREEMENT
BETWEEN THE COUNTY OF LOS ANGELES
AND
THE CITY OF COMPTON**

THIS AGREEMENT ("Agreement") is made and entered into by and between the County of Los Angeles, a political subdivision of the State of California (the "County of Los Angeles"), and the City of Compton, a public agency (the "Subrecipient")

W I T N E S S E T H

WHEREAS, the U.S. Department of Homeland Security Title 28 C.F.R. through the Office of Grants and Training (G&T), has provided financial assistance from the Homeland Security Grant Program, Catalog of Federal Domestic Assistance (CFDA) 97.067 directly to the California Emergency Management Agency (Cal EMA) for the 2010 Homeland Security Grant Program (HSGP); and

WHEREAS, the Cal EMA, provides said funds to the Los Angeles County Chief Executive Officer (CEO) as its Subgrantee, and CEO is responsible for managing and overseeing the HSGP funds that are distributed, by CEO, to other specified jurisdictions within Los Angeles County; and

WHEREAS, this financial assistance is being provided to the Subrecipient in order to address the unique equipment, training, exercise and planning management needs of the Subrecipient, and to assist the Subrecipient in building effective prevention and protection capabilities to prevent, respond to, and recover from threats or acts of terrorism; and

WHEREAS, the CEO as Subgrantee has obtained approval of an HSGP 2010 grant from Cal EMA for the Subrecipient in the amount of \$28,773; and

WHEREAS, the CEO now wishes to distribute HSGP grant funds to the Subrecipient, as further detailed in this Agreement; and

WHEREAS, the CEO is authorized to enter into subrecipient agreements with cities providing for re-allocation and use of these funds; and to execute all future amendments, modifications, extensions, and augmentations relative to the subrecipient agreements, as necessary; and

WHEREAS, the County of Los Angeles and Subrecipient are desirous of executing this Agreement, and the County Board of Supervisors on February 8, 2011 authorized the CEO to prepare and execute this Agreement.

NOW, THEREFORE, the County of Los Angeles and Subrecipient agree as follows:

SECTION I

INTRODUCTION§101. Parties to this Agreement

The parties to this Agreement are:

- A. County of Los Angeles, a political subdivision of the State of California, having its principal office at Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, CA 90012; and
- B. City of Compton, a public agency, having its principal office at 205 S. Willowbrook Avenue, Compton, CA 90220.

§102. Representatives of the Parties and Service of Notices

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

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

Carol Kindler, Manager
 Chief Executive Office, Los Angeles County (LAC)
 500 W. Temple Street, Room 754
 Los Angeles, CA 90012
 Phone: (213) 974-1154
 Fax: (213) 687-3765
 ckindler@ceo.lacounty.gov

With a copy to:
 Heather Singh, Grants Manager
 Chief Executive Office, LAC
 500 W. Temple Street, Room 754
 Los Angeles, CA 90012
 Phone: (213) 974-2319
 Fax: (213) 687-3765
 hsingh@ceo.lacounty.gov

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#8.

2. The representative of Subrecipient shall be:

Name and
Title:

Organization

Address:

City/State/Zip:

Phone:

Fax:

Email:

With a copy to:

Name and
Title:

Organization

Address:

City/State/Zip:

Phone:

Fax:

Email:

- B. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.
- C. If the name and/or title of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accord with this section, within five (5) business days of said change.

§103. Independent Party

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

§104. Conditions Precedent to Execution of This Agreement

Subrecipient shall provide the following signed documents to the County of Los Angeles, unless otherwise exempted:

- A. Certifications and Disclosures Regarding Lobbying, attached hereto as Exhibit A and made a part hereof, in accordance with §411.A.14 of this Agreement. Subrecipient shall also file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of the information contained in any Disclosure Form previously filed by Subrecipient.
- B. Certifications Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, attached hereto as Exhibit B and made a part hereof, as required by Executive Order 12549 in accordance with §411.A.12 of this Agreement.
- C. Certification Regarding Drug-Free Workplace, attached hereto as Exhibit C and made a part hereof, in accordance with §411.A.13 of this Agreement.
- D. Certification of Grant Assurances – Non-Construction Programs, attached hereto as Exhibit D and made a part hereof, in accordance with §411.C of this Agreement.

SECTION II

TERM AND SERVICES TO BE PROVIDED

§201. Time of Performance

The term of this Agreement shall commence upon execution by all parties and shall expire on the later of February 28, 2013, or if as of such date, not all activities required by this Agreement have been completed, then the Agreement shall expire on such later date that all such required activities, including close-out activities, are completed. Said term is subject to the provisions herein.

§202. Use of Grant Funds

- A. Subrecipient and the County of Los Angeles have previously completed a mutually approved budget/expenditure plan, hereinafter "Budget," for the HSGP FY 2010 Grant, which has been approved by Cal EMA. This information is contained in a copy of the final grant award letter and a worksheet, attached hereto as Exhibit E.

Any request by Subrecipient to modify the Budget must be made in writing with the appropriate justification and submitted to CEO for approval. If during the County's review process, additional information or documentation is required, the Subrecipient will have ten (10) business days to comply with the request. If the Subrecipient does not comply with the request, CEO will issue written notification indicating that the requested modification will not be processed. Modifications must be approved in writing by the County of Los Angeles and Cal EMA during the term of this Agreement. Upon approval, all other terms of this Agreement will remain in effect.

Subrecipient shall utilize grant funds in accordance with all Federal regulations and State Guidelines.

- B. Subrecipient agrees that grant funds awarded will be used to supplement existing funds for program activities, and will not supplant (replace) non-Federal funds.
- C. Subrecipient shall review the Federal Debarment Listing at <http://www.epls.gov/eplsearch.do> prior to the purchase of equipment or services to ensure the intended vendor is not listed and also maintain documentation that the list was verified.
- D. Prior to the purchase of equipment or services utilizing a sole source contract of \$100,000 or more, justification must be presented to CEO, who upon review will request approval from Cal EMA. Such approval in writing must be obtained prior to the commitment of funds.
- E. Subrecipient shall provide any reports requested by the County of Los Angeles to the CEO indicating Subrecipient's performance under this Agreement, including progress on meeting program goals. Reports shall be in the form requested by the County of Los Angeles, and shall be provided by the 15th of the following month. Subrecipient shall timely submit claims for reimbursement.
- F. Subrecipient shall provide a copy of their Annual Single Audit Report, as required by Office of Management and Budget circular A-133, to CEO no later than March 31st of the year following the reporting period.
- G. Subrecipient shall provide a Corrective Action Plan to CEO within 30 days of any audit finding.

- H. Subrecipient will be monitored by the County of Los Angeles on an annual basis to ensure compliance with Cal EMA grant program requirements. Said monitoring will include, at a minimum, one on-site visit during the term of this Agreement.
- I. Any equipment acquired pursuant to this Agreement shall be authorized in the G&T Authorized Equipment List (AEL) available online at <http://www.rkb.mipt.org> and the Allowable Cost Matrix to the 2010 Homeland Security Grant Program, Guidance and Application Kit, incorporated by reference, and attached hereto as Exhibit F. Subrecipient shall provide the County of Los Angeles a copy of its most current procurement guidelines and follow its own procurement requirements as long as they meet or exceed the minimum Federal requirements. Federal procurement requirements for the HSGP 2010 Grant can be found at OMB Circular A-102, Title 28 C.F.R. Part 66.36, and Office of G&T Financial Guide.

Any equipment acquired or obtained with Grant Funds:

1. Will be made available under the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the applicant;
 2. Will be consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that plan;
 3. Will be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan.
- J. Equipment acquired pursuant to this Agreement shall be subject to the requirements of Title 28, C.F.R. 66.32, 66.33 and Office of G&T Financial Guide. For the purposes of this subsection, "Equipment" is defined as tangible nonexpendable property, having a useful life of more than one year which costs \$5,000 or more per unit. Items costing less than \$5,000, but acquired under the "Equipment" category of the Grant shall also be listed on any required Equipment Ledger.
1. Equipment shall be used by Subrecipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the Equipment may be used in other activities currently or previously supported by a Federal agency.
 2. Subrecipient shall make Equipment available for use on other like projects or programs currently or previously supported by the Federal Government, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use shall be given to other programs or projects supported by the awarding agency.

#8.

3. An Equipment Ledger shall be maintained listing each item of Equipment acquired with HSGP funds. The Equipment Ledger must be kept up to date at all times. Any changes shall be recorded in the Ledger within ten (10) business days and the updated Ledger is to be forwarded to the County of Los Angeles' Auditor-Controller Shared Services Division. The Equipment Ledger shall include: (a) description of the item of Equipment, (b) manufacturer's model and serial number, (c) Federal Stock number, national stock number, or other identification number, (d) the fund source/grant year of acquisition of the Equipment, including the award number, (e) date of acquisition, (f) the per unit acquisition cost of the Equipment, (g) location and condition of Equipment and (h) disposition data, including date and sale price, if applicable. Records must be retained pursuant to Title 28 C.F.R. Part 66.42.
 4. All Equipment obtained under this Agreement shall have an appropriate identification decal affixed to it, and, when practical, shall be affixed where it is readily visible.
 5. A physical inventory of the Equipment shall be taken by the Subrecipient and the results reconciled with the Equipment Ledger at least once every two years or prior to any site visit by State or Federal auditors/monitors. The Subrecipient is required to submit a letter certifying as to the accuracy of the Equipment Ledger to the County of Los Angeles, in the frequency as above.
- K. Any planning paid pursuant to this Agreement shall conform to the guidelines as listed in FY 2010 Homeland Security Grant Program, Guidance and Application Kit or subsequent grant year programs.
- L. Any training paid pursuant to this Agreement shall conform to the guidelines as listed in FY 2010 Homeland Security Grant Program, Guidance and Application Kit, and must be first submitted to CEO and then pre-authorized by Cal EMA. A catalog of Federally approved and sponsored training courses is available at <http://www.ojp.usdoj.gov/odp/training.htm>.
- M. Any exercise paid pursuant to this Agreement shall conform to the guidelines as listed in FY 2010 Homeland Security Grant Program, Guidance and Application Kit. Detailed Homeland Security Exercise and Evaluation Program Guidance is available at <http://hseep.dhs.gov>.
- N. Subrecipient shall provide to County a spending plan detailing the required steps and timeframes required to complete the approved projects within the grant timeframe. Subrecipient shall submit the spending plan to County prior to final execution of the Agreement.
- O. Any organization activities paid pursuant to this Agreement shall conform to the guidelines as listed in FY 2010 Homeland Security Grant Program, Program Guidance and Application Kit.

SECTION III

PAYMENT§301. Payment of Grant Funds and Method of Payment

- A. The County of Los Angeles shall reimburse Subrecipient up to the maximum grant amount of \$28,773 as expenditures are incurred and paid by Subrecipient and all documentation is reviewed and approved by County. All expenditures shall be for the purchase of equipment, exercises, training, and planning as described in Section II of this Agreement. The grant amount represents the amount allocated to Subrecipient in the FY 2010 HSGP Grant Award Letter from Cal EMA.
- B. Subrecipient shall submit invoices to the County of Los Angeles Auditor-Controller Shared Services Division requesting payment as soon as expenses are incurred and paid, and the required supporting documentation is available. Said timeframe should be within ten (10) business days of Subrecipient's payment to vendors and/or prescribed due dates by CEO and/or Cal EMA. Each reimbursement request shall be accompanied by the Reimbursement Request Checklist and Form (attached hereto as Exhibit G). All appropriate back-up documentation must be attached to the reimbursement form, including invoices, proof of payment and packing slips.

For training reimbursements, Subrecipient must include a copy of the class roster verifying training attendees, proof that prior approval was obtained from Cal EMA and a Cal EMA tracking number has been assigned to the course, and timesheets and payroll registers for all training attendees.

For exercise reimbursements, Subrecipient must enter the After Action Report (AAR) and Improvement Plan on the State Office of Domestic Preparedness secure portal within 60 days following completion of the exercise and submit proof of State approval of the AAR with the reimbursement request.

For planning reimbursements, Subrecipient must include a copy of the final tangible product as a result of the planning project.

- C. County may, at its discretion, and with Cal EMA approval, reallocate unexpended grant funds to another Subrecipient. Said reallocation may occur upon completion of an approved project, or by notification to County by Subrecipient that a portion of the grant funds identified in §301 A., above, will not be utilized. Notwithstanding the provisions of §502, below, any increase or decrease in the grant amount specified in §301 A., above, shall not require a written amendment to this Agreement.
- D. Payment of final invoice shall be withheld by the County of Los Angeles until the County has determined that Subrecipient has turned in all supporting documentation and completed the requirements of this Agreement.

- E. It is understood that the County of Los Angeles makes no commitment to fund this Agreement beyond the terms set forth herein.
- F. 1. Funding for all periods of this Agreement is subject to continuing Federal appropriation of grant funds for this program. In the event of a loss or reduction of Federal appropriation of grant funds for this program, the Agreement may be terminated, or appropriately amended, immediately upon notice to Subrecipient of such loss or reduction of Federal grant funds.
- 2. County shall make a good-faith effort to notify Subrecipient, in writing, of such non-appropriation at the earliest time.

SECTION IV

STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

All titles or subtitles appearing herein have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against either party.

§402. Applicable Law, Interpretation and Enforcement

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the County of Los Angeles. This Agreement shall be enforced and interpreted under the laws of the State of California and the County of Los Angeles.

If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a Federal, State or Local Government having jurisdiction over this Agreement, the validity of the remainder of the Agreement shall not be affected thereby.

Applicable Federal or State requirements that are more restrictive shall be followed.

§403. Integrated Agreement

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

§404. Breach

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

§405. Prohibition Against Assignment or Delegation

Subrecipient may not, unless it has first obtained the written permission of the County of Los Angeles:

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

§406. Permits

Subrecipient and its officers, agents and employees shall obtain and maintain all permits and licenses necessary for Subrecipient's performance hereunder and shall pay any fees required therefor. Subrecipient further certifies that it will immediately notify the County of Los Angeles of any suspension, termination, lapse, non renewal or restriction of licenses, certificates, or other documents.

§407. Nondiscrimination and Affirmative Action

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

If required, Subrecipient shall submit an Equal Employment Opportunity Plan ("EEOP") to the DOJ Office of Civil Rights ("OCR") in accordance with guidelines listed at <http://www.ojp.usdoj.gov/about/ocr/eeop.htm>.

Any subcontract entered into by the Subrecipient relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this §407 of this Agreement.

§408. Indemnification

Each of the parties to this Agreement is a public entity. This indemnity provision is written in contemplation of the provisions of Section 895.2 of the Government Code of the State of California, which impose certain tort liability jointly upon public entities, solely by reason of such entities being parties to an agreement, and the parties agree that this indemnity provision shall apply and shall be enforceable regardless of whether Section 895 et seq. is deemed to apply to this Agreement. The parties hereto, as between themselves, consistent with the authorization contained in Government Code Sections 895.4 and 895.6 agree to each assume the full liability imposed upon it or upon any of its officers, agents, or employees by law, for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Government Code Section 895.2. To achieve the above-stated purpose, each party agrees to indemnify and hold harmless the other party for any liability arising out of its own negligent acts or omissions in the performance of this Agreement (i.e., the Subrecipient agrees to indemnify and hold harmless the County of Los Angeles for liability arising out of the Subrecipient's negligent or wrongful acts or omissions and the County of Los Angeles agrees to indemnify and hold harmless the Subrecipient for liability arising out of the County of Los Angeles' negligent or wrongful acts or omissions). Each party further agrees to indemnify and hold harmless the other party for liability that is imposed on the other party solely by virtue of Government Code Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if fully set forth herein. Subrecipient certifies that it has adequate self insured retention of funds to meet any obligation arising from this Agreement.

§409. Conflict of Interest

- A. The Subrecipient covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administering any subcontract supported (in whole or in part) by Federal funds where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:
1. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;
 2. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or
 3. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.

B. Definitions:

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

"subcontractor" for the term "Subrecipient" and "sub subcontractor" for "Subcontractor".

§410. Restriction on Disclosures

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

§411. Statutes and Regulations Applicable To All Grant Contracts

- A. Subrecipient shall comply with all applicable requirements of State, Federal, and County of Los Angeles laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Agreement. Subrecipient shall comply with applicable State and Federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment. Subrecipient shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

1. Office of Management and Budget (OMB) Circulars

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

2. Single Audit Act

Since Federal funds are used in the performance of this Agreement, Subrecipient shall, as applicable, adhere to the rules and regulations of the Single Audit Act, 31 USC Sec. 7501 et seq.; OMB Circular A-133 and any administrative regulation or field memos implementing the Act.

3. Americans with Disabilities Act

Subrecipient hereby certifies that, as applicable, it will comply with the Americans with Disabilities Act 42, USC §§12101 et seq., and its implementing regulations. Subrecipient will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. Subrecipient will not discriminate against

persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by Subrecipient, relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

4. Political and Sectarian Activity Prohibited

None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office. Neither shall any funds provided under this Agreement be used for any purpose designed to support or defeat any pending legislation or administrative regulation. None of the funds provided pursuant to this Agreement shall be used for any sectarian purpose or to support or benefit any sectarian activity.

Subrecipient shall file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of any of the information contained in any Disclosure Form previously filed by Subrecipient. Subrecipient shall require that the language of this Certification be included in the award documents for all sub-awards at all tiers and that all subcontractors shall certify and disclose accordingly.

5. Records Inspection

At any time during normal business hours and as often as either the County of Los Angeles, the U.S. Comptroller General or the Auditor General of the State of California may deem necessary, Subrecipient shall make available for examination all of its records with respect to all matters covered by this Agreement. The County of Los Angeles, the U.S. Comptroller General and the Auditor General of the State of California shall have the authority to audit, examine and make excerpts or transcripts from records, including all Subrecipient's invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

Subrecipient agrees to provide any reports requested by the County regarding performance of this Agreement.

6. Records Maintenance

Records, in their original form, shall be maintained in accordance with requirements prescribed by the County of Los Angeles with respect to all matters specified in this Agreement. Original forms are to be maintained on file for all documents specified in this Agreement. Such records shall be retained for a period five (5) years after termination of this Agreement and after final disposition of all pending matters. "Pending matters" include, but are not limited to, an audit, litigation or other actions involving records. The County of Los Angeles may, at its discretion, take possession of, retain and audit said records. Records, in their original form pertaining to matters covered by this

Agreement, shall at all times be retained within the County of Los Angeles unless authorization to remove them is granted in writing by the County of Los Angeles.

7. Subcontracts and Procurement

Subrecipient shall, as applicable, comply with the Federal, State and County of Los Angeles standards in the award of any subcontracts. For purposes of this Agreement, subcontracts shall include but not be limited to purchase agreements, rental or lease agreements, third party agreements, consultant service contracts and construction subcontracts.

Subrecipient shall, as applicable, ensure that the terms of this Agreement with the County of Los Angeles are incorporated into all Subcontractor Agreements. The Subrecipient shall submit all Subcontractor Agreements to the County of Los Angeles for review prior to the release of any funds to the subcontractor. The Subrecipient shall withhold funds to any subcontractor agency that fails to comply with the terms and conditions of this Agreement and their respective Subcontractor Agreement.

8. Labor

Subrecipient shall, as applicable, comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed requirements for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System Personnel Administration (5 C.F.R. 900, Subpart F).

Subrecipient shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7); the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874); the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements; and the Hatch Act (5 USC §§1501-1508 and 7324-7328).

Subrecipient shall, as applicable, comply with the Federal Fair Labor Standards Act (29 U.S.C. §201) regarding wages and hours of employment.

None of the funds shall be used to promote or deter Union/labor organizing activities. CA Gov't Code Sec. 16645 et seq.

9. Civil Rights

Subrecipient shall, as applicable, comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of

1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disabilities; (d) The Age Discrimination act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; (j) the requirements of any other nondiscrimination statute(s) which may apply to the application; and (k) P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

10. Environmental

Subrecipient shall, as applicable, comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

Subrecipient shall comply, as applicable, with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205); and (i) Flood Disaster Protection Act of 1973 §102(a) (P.L. 93-234).

Subrecipient shall, as applicable, comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

Subrecipient shall, as applicable, comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

Subrecipient shall, as applicable, comply with the Federal Water Pollution Control Act (33 U.S.C. §1251 et seq.) which restores and maintains the chemical, physical and biological integrity of the Nation's waters.

Subrecipient shall, as applicable, ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of this project are not listed in the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal Grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

By signing this Agreement, Subrecipient ensures that it is in compliance with the California Environmental Quality Act (CEQA), Public Resources Code §21000 et seq.

Subrecipient shall, as applicable, comply with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).

Subrecipient shall comply, as applicable, with the provision of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

11. Preservation

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

12. Suspension, Debarment, Ineligibility and Voluntary Exclusion

Subrecipient shall, as applicable, comply with Title 28 C.F.R. Volume 67, Number 228, regarding Suspension and Debarment, and Subrecipient shall submit a Certification Regarding Debarment, attached here to as Exhibit B, required by Executive Order 12549 and any amendment thereto. Said Certification shall be submitted to the County of Los Angeles concurrent with the execution of this Agreement and shall certify that neither Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department head or agency. Subrecipient shall require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all subcontractors shall certify accordingly.

13. Drug-Free Workplace

Subrecipient shall, as applicable, comply with the federal Drug-Free Workplace Act of 1988, 41 USC §701, Title 28 Code of Federal Regulations (CFR) Part 67; the California Drug-Free Workplace Act of 1990, CA Gov't Code §§8350-8357, and Subrecipient shall complete the Certification Regarding Drug-Free Workplace Requirements, attached hereto as Exhibit C, and incorporated herein by reference. Subrecipient shall require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all subcontractors shall certify accordingly.

14. Lobbying Activities

Subrecipient shall, as applicable, comply with 31 U.S.C.1352 and complete the Disclosure of Lobbying Activities, (OMB 0038-0046), attached hereto as Exhibit A, and incorporated herein by reference.

15. Miscellaneous

Subrecipient shall, as applicable, comply with the Laboratory Animal Welfare Act of 1966, as amended (P.L. 89-544, 7 USC §§2131 et seq.).

B. Statutes and Regulations Applicable To This Particular Grant

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

1. Title 28 CFR Part 66; EO 12372; (Financial Management Guide US Department of Homeland Security Directorates Preparedness January 2006, *Financial Guide*); U.S. Department of Homeland Security, Office of State and Local Government Coordination and Preparedness, Office for Domestic Preparedness, ODP WMD Training Course Catalogue; and DOJ Office for Civil Rights.

Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code Chapter 7 of Division 1 of Title 2, §8607.1(e) and CCR Title 19, §§2445-2448.

Provisions of Title 2, 6, 28, 44 CFR applicable to grants and cooperative agreements, including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 35, Nondiscrimination on the Basis of Disability in

State and Local Government Services; Part 38, Equal Treatment of Faith-based Organizations; Part 42, Nondiscrimination/Equal Employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; Part 64, Floodplain Management and Wetland Protection Procedures; Federal laws or regulations applicable to Federal Assistance Programs; Part 69, New Restrictions on Lobbying; Part 70, Uniform Administrative Requirements for Grants and Cooperative Agreements (including sub-awards) with Institutions of Higher Learning, Hospitals and other Non-Profit Organizations; and Part 83, Government-Wide Requirements for a Drug Free Workplace (grants).

Nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1, and all other applicable Federal laws, orders, circulars, or regulations.

2. Travel Expenses

Subrecipient, as provided herein, shall be compensated for Subrecipient's reasonable travel expenses incurred in the performance of this Agreement, to include travel and per diem, unless otherwise expressed. Subrecipient's total travel for in-State and/or out-of-State and per diem costs shall be included in the contract budget(s). All travel including out-of-State travel not included in the budget(s) shall not be reimbursed without prior written authorization from the County of Los Angeles.

Subrecipient's administrative-related travel and per diem reimbursement costs shall be reimbursed based on the Subrecipient's policies and procedures. For programmatic-related travel costs, Subrecipient's reimbursement rates shall not exceed the amounts established by the County of Los Angeles.

3. Noncompliance

Subrecipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds, and repayment by the Subrecipient to the County of Los Angeles of any unauthorized expenditures.

C. Compliance With Grant Requirements

To obtain the grant funds, the State required an authorized representative of the County of Los Angeles to sign certain promises regarding the way the grant funds would be spent. These requirements are included in the 2010 Program Guidance and Application Kit and in the "Grant Assurances", attached hereto as Exhibit D. By signing these Grant Assurances and accepting the Program Guidances, the County

of Los Angeles became liable to the State for any funds that are used in violation of the grant requirements. Subrecipient shall be liable to the Grantor for any funds the State determines that Subrecipient used in violation of these Grant Assurances. Subrecipient shall indemnify and hold harmless the County of Los Angeles for any sums the State or Federal government determines Subrecipient used in violation of the Grant Assurances.

§412. Federal, State and Local Taxes

Federal, State and local taxes shall be the responsibility of the Subrecipient as an independent party and not of the County of Los Angeles and shall be paid prior to requesting reimbursement. However, these taxes are an allowable expense under the grant program.

§413. Inventions, Patents and Copyrights

A. Reporting Procedure for Inventions

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

B. Rights to Use Inventions

County of Los Angeles shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Invention developed under this Agreement.

C. Copyright Policy

1. Unless otherwise provided by the terms of the State or of this Agreement, when copyrightable material (Material) is developed under this Agreement, the County of Los Angeles, at the County's discretion, may copyright the Material.

If the County of Los Angeles declines to copyright the Material, the County of Los Angeles shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement.

2. The State shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement or any Copyright purchased under this Agreement.
3. Subrecipient shall comply with Title 24 CFR 85.34.

D. Rights to Data

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

E. Obligations Binding on Subcontractors

Subrecipient shall require all subcontractors to comply with the obligations of this section by incorporating the terms of this section into all subcontracts.

§414. Child Support Assignment Orders

Under the terms of this Agreement, Subrecipient shall comply with California Family Code Section 5230 et seq. as applicable.

§415. Minority, Women, And Other Business Enterprise Outreach Program

It is the policy of the County of Los Angeles to provide Minority Business Enterprises, Women Business Enterprises and all other business enterprises an equal opportunity to participate in the performance of all Subrecipient's contracts, including procurement, construction and personal services. This policy applies to all the Subrecipient's contractors and sub-contractors.

SECTION V

DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS§501. Defaults

Should either party fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the non-breaching party reserves the right to terminate the Agreement, reserving all rights under State and Federal law.

§502. Amendments

Any change in the terms of this Agreement which are agreed to by the Subrecipient and County of Los Angeles must be incorporated into this Agreement by a written amendment properly executed and signed by the persons authorized to bind the parties thereto. Any increase or decrease in the grant amount specified in §301 A., above, shall not require a written amendment to this Agreement.

SECTION VI

ENTIRE AGREEMENT§601. Complete Agreement

This Agreement contains the full and complete Agreement between the two parties. Neither verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

§602. Number of Pages and Attachments

This Agreement may be executed in two (2) duplicate originals, each of which is deemed to be an original. This Agreement includes (23) pages and (7) Exhibits which constitute the entire understanding and agreement of the parties.

#8.

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

COUNTY OF LOS ANGELES

By _____
WILLIAM T FUJIOKA
Chief Executive Officer

Date

By _____
SACHI A. HAMAI
Executive Officer, Board of Supervisors

By _____
WENDY L. WATANABE
Auditor-Controller

APPROVED AS TO FORM

ANDREA SHERIDAN ORDIN
County Counsel

BY _____
Principal Deputy County Counsel

BY _____
City Representative/Title

Date

APPROVED AS TO FORM

BY _____
City Attorney

Date

ATTEST

BY _____
City Clerk

Date

EXHIBITS

- | | |
|-----------|--|
| Exhibit A | Certification and Disclosures Regarding Lobbying |
| Exhibit B | Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions and |
| Exhibit C | Certification Regarding Drug-Free Workplace |
| Exhibit D | Grant Assurances |
| Exhibit E | Final Grant Award Letter and Worksheets |
| Exhibit F | Allowable Cost Matrix |
| Exhibit G | Reimbursement Request Checklist and Form |

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial filing ☐ b. material change For Material Change Only: Year _____ Quarter _____ date of last report _____
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier, if known: _____ Congressional District, if known: _____		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____
6. Federal Department/Agency: 	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: _____	
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): (attach Continuation Sheet(s) SF-LLL-A, if necessary)	b. Individuals Performing Services (last name, first name, MI - include address if different from 10a)	
11. Amount of Payment (check all that apply) : ☐ Actual ☐ Planned	13. Type of Payment (check all that apply): ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other; specify: _____	
12. Form of Payment (check all that apply): ☐ a. cash ☐ b. in-kind; specify: _____ nature _____ value _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in item 11: (attach Continuation Sheet(s) SF-LLL-A, if necessary)		
15. Continuation Sheet(s) SF-LLL-A attached: ☒ Yes ☐ No		
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: _____ Name: _____ Title: _____ Telephone: _____ (area code) Date: _____
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL

DISCLOSURE OF LOBBYING ACTIVITIES CONCONTINUATION SHEET

Continuation of 10 a-b: additional sheets may be added if necessary

Reporting Entity:

_____ Last Name	_____ First Name	_____ MI
_____ Address	_____ City	_____ Zip
_____ Last Name	_____ First Name	_____ MI
_____ Address	_____ City	_____ Zip
_____ Last Name	_____ First Name	_____ MI
_____ Address	_____ City	_____ Zip
_____ Last Name	_____ First Name	_____ MI
_____ Address	_____ City	_____ Zip

Continuation of 14: (additional sheets may be added if necessary)

Brief Description of Services and Payments indicated in item 11:

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Standard Form – LLL-A

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to *Title 31 U.S.C. Section 1352*. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; sub-grant announcement number; the contract, subgrant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a.) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b.) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 24 CFR Part 24 Section 24.510, Participants' responsibilities.

**(READ ATTACHED INSTRUCTIONS FOR CERTIFICATION BEFORE
COMPLETING)**

1. The prospective recipient of Federal assistance funds certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

AGREEMENT NUMBER

CONTRACTOR/BORROWER/AGENCY

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this document, the prospective recipient of Federal assistance is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this agreement is entered, if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation on this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non Procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE ACT REQUIREMENTS

The Contractor certifies that it will provide a drug-free workplace, in accordance with State law and State Employment Development Department (EDD) Directive No. D907 by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing a drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The Contractor's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of this program be given a copy of the statement required by paragraph 1. above.
4. Notifying the employee in the statement required by paragraph 1. that, as a condition of employment under this program, the employee will:
 - a. Abide by the terms of the statement, and
 - b. Notify the Contractor of any criminal drug statute convictions for a violation occurring in the workplace no later than five days after such conviction.
5. Notifying the County within ten days after receiving notice under subparagraph 4.b. from an employee or otherwise receiving actual notice of such conviction.
6. Taking one of the following actions, within 30 days of receiving notice under subparagraph 4.b. with respect to any employee who is so convicted by taking appropriate personnel action against such an employee, up to and including termination.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of the provision of this certification.

CONTRACTOR/AGENCY

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

EXHIBIT D**California Emergency Management Agency*****FY2010 Grant Assurances***

(All HSGP Applicants)

Name of Applicant: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone Number: _____ Fax Number: _____

E-Mail Address: _____

As the duly authorized representative of the applicant, I certify that the applicant named above:

1. Will assure that grant funds will support efforts related to providing an integrated mechanism to enhance the coordination of national priority efforts to prevent, respond to, and recover from terrorist attacks, major disasters and other emergencies.
2. Has the legal authority to apply for Federal assistance and has the institutional, managerial and financial capability to ensure proper planning, management and completion of the grant provided by the U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) and sub-granted through the State of California, California Emergency Management Agency (Cal EMA).
3. Will assure that grant funds are used for allowable, fair, and reasonable costs only and will not be transferred between grant programs (for example: State Homeland Security Program, Urban Area Security Initiative, Citizen Corps Program, and Metropolitan Medical Response System) or fiscal years.
4. Will comply with any cost sharing commitments included in the FY2010 Investment Justifications submitted to DHS/FEMA/Cal EMA, where applicable.
5. Will give the Federal government, the General Accounting Office, the Comptroller General of the United States, the State of California, the Office of Inspector General, through any authorized representative, access to, and the right to examine, all paper or electronic records, books, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards and/or awarding agency directives.
6. Agrees that funds utilized to establish or enhance State and Local fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines, follow the Federal and State approved privacy policies, and achieve (at a minimum) baseline level of capability as defined by the Fusion Capability Planning Tool.

7. Will provide progress reports, and other such information as may be required by the awarding agency, including the Initial Strategy Implementation Plan (ISIP) within 45 (forty-five) days of the award, and update via the Grant Reporting Tool (GRT) twice each year.
8. Will initiate and complete the work within the applicable time frame after receipt of approval from Cal EMA.
9. Will maintain procedures to minimize the time elapsing between the award of funds and the disbursement of funds.
10. Will comply with all provisions of DHS/FEMA's codified regulation 44, Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, including the payment of interest earned on advances.
11. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or presents the appearance of, personal or organizational conflict of interest, or personal gain for themselves or others, particularly those with whom they have family, business, or other ties.
12. Understands and agrees that Federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval from DHS/FEMA/Cal EMA.
13. Agrees that, to the extent contractors or subcontractors are utilized, will use small, minority-owned, women-owned, or disadvantaged business concerns and contractors or subcontractors to the extent practicable.
14. Will notify Cal EMA of any developments that have a significant impact on award-supported activities, including changes to key program staff.
15. Will comply, if applicable, with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of structures.
16. Will comply with all Federal and State Statutes relating to Civil Rights and Nondiscrimination. These include, but are not limited to:
 - a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended, which prohibits discrimination on the basis of race, color or national origin.
 - b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683 and 1685-1686), which prohibits discrimination on the basis of gender.
 - c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps.
 - d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age.
 - e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse.
 - f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.

- g. §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records.
 - h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing.
 - i. Title 44 Code of Federal Regulations (CFR) Parts 7, 16, and 19 relating to nondiscrimination.
 - j. The requirements on any other nondiscrimination provisions in the specific statute(s) under which the application for Federal assistance is being made.
 - k. Will, in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, gender, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office of Civil Rights, Office of Justice Programs.
 - l. Will provide an Equal Employment Opportunity Plan, if applicable, to the Department of Justice Office of Civil Rights within 60 days of grant award.
 - m. Will comply, and assure the compliance of all its subgrantees and contractors, with the nondiscrimination requirements and all other provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1.
17. Will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq. [P.L. 91-646]) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interested in real property acquired for project purposes regardless of Federal participation in purchases. Will also comply with Title 44 CFR, Part 25, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-assisted programs.
 18. Will comply, if applicable, with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is ten thousand dollars (\$10,000) or more.
 19. Will comply with all applicable Federal, State, and Local environmental and historical preservation (EHP) requirements. Failure to meet Federal, State, and Local EHP requirements and obtain applicable permits may jeopardize Federal funding. Will comply with all conditions placed on any project as the result of the EHP review; any change to the scope of work of a project will require reevaluation of compliance with these EHP requirements.
 20. Agrees not to undertake any project having the potential to impact the EHP resources without the prior written approval of DHS/FEMA/Cal EMA, including, but not limited to, ground disturbance, construction, modification to any structure, physical security enhancements, communications towers, and purchase and/or use of any sonar equipment. The subgrantee must comply with all conditions placed on the project as a result of the EHP review. Any construction-related activities initiated without the necessary EHP review and approval will result in a noncompliance finding, and may not be eligible for reimbursement with DHS/FEMA/Cal EMA funding. Any change to the scope of work will require re-evaluation of compliance with the EHP. If ground-disturbing activities occur during the project implementation, the subgrantee must ensure monitoring of the disturbance. If any potential archeological resources are

discovered, the subgrantee will immediately cease activity in that area and notify DHS/FEMA/Cal EMA and the appropriate State Historic Preservation Office.

21. Will ensure that the facilities under its ownership, lease or supervision, which shall be utilized in the accomplishment of this project, are not on the Environmental Protection Agency's (EPAs) List of Violating Facilities, and will notify Cal EMA and the Federal Grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating if a facility to be used in the project is under consideration for listing by the EPA.
22. Will provide any information requested by DHS/FEMA/Cal EMA to ensure compliance with applicable laws, including the following:
 - a. Institution of environmental quality control measures under the National Environmental Policy Act, National Historical Preservation Act, Archaeological and Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (EO12898) and Environmental Quality (EO11514).
 - b. Notification of violating facilities pursuant to EO 11738.
 - c. Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.).
 - d. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.).
 - e. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523).
 - f. California Environmental Quality Act (CEQA). California Public Resources Code Sections 21080-21098. California Code of Regulations, Title 14, Chapter 3 Section 15000-15007.
 - g. Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
 - h. Applicable provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.
23. Will comply with Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code, Chapter 7 of Division 1 of Title 2, Section 8607.1(e) and CCR Title 19, Sections 2445, 2446, 2447, and 2448.
24. Agrees that all publications created or published with funding under this grant shall prominently contain the following statement: *"This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."* The recipient also agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: *"Purchased with funds provided by the U.S. Department of Homeland Security."*
25. Acknowledges that DHS/FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: a) the copyright in any work developed under an award or sub-award; and b) any rights of copyright to which a recipient or sub-recipient purchases ownership with Federal support.

26. The recipient agrees to consult with DHS/FEMA/Cal EMA regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
27. Has requested through the State of California, Federal financial assistance to be used to perform eligible work approved in the submitted application for Federal assistance and after the receipt of Federal financial assistance, through the State of California, agrees to the following:
 - a. Promptly return to the State of California all the funds received which exceed the approved, actual expenditures as accepted by the Federal or State government.
 - b. In the event the approved amount of the grant is reduced, the reimbursement applicable to the amount of the reduction will be promptly refunded to the State of California.
 - c. Separately account for interest earned on grant funds, and will return all interest earned, in excess of \$100 per Federal Fiscal Year.
28. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Sections 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
29. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
30. Will comply, if applicable, with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
31. Will comply, if applicable, with the Laboratory Animal Welfare Act of 1966 (P. L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
32. Will comply with the minimum wage and maximum hour provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.
33. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Section 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for Federally-assisted construction sub-agreements.
34. Agrees that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
 - b. If any other funds than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or an employee of Congress, or employee of a Member

of Congress in connection with the Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

- c. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers including subgrants, contracts under grants and cooperative agreements, and subcontract(s) and that all sub recipients shall certify and disclose accordingly.
 - d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
35. Agrees that equipment acquired or obtained with grant funds:
- a. Will be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the applicant, and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan.
 - b. Is consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that Strategy.
36. Agrees that funds awarded under this grant will be used to supplement existing funds for program activities, and will not supplant (replace) non-Federal funds.
37. Will comply with all applicable Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars A102 and A-133, E.O. 12372 and the current Administrative Requirements, Cost Principles, and Audit Requirements.
38. Will comply with all provisions of 2 CFR, including: Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110); Part 225 Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87); Part 220 Cost Principles for Educational Institutions (OMB Circular A-21); Part 230 Cost Principles for Non-Profit Organizations (OMB Circular A-122).
39. Will comply with Subtitle A, Title II of the Americans with Disabilities Act (ADA) 1990.
40. Agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.
41. Will comply with Federal Acquisition Regulations (FAR), part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations.
42. Will comply with the financial and administrative requirements set forth in the current edition of the DHS Financial Management Guide.

43. Agrees that all allocations and use of funds under this grant will be in accordance with the FY 2010 Homeland Security Grant Program Guidance and Application Kit, and the California Supplement to the FY 2010 Homeland Security Grant Program Guidance and Application Kit. All allocations and use of funds under this grant will be in accordance with the Allocations, and use of grant funding must support the goals and objectives included in the State and/or Urban Area Homeland Security Strategies as well as the investments identified in the Investment Justifications which were submitted as part of the California FY2010 Homeland Security Grant Program application. Further, use of FY10 funds is limited to those investments included in the California FY10 Investment Justifications submitted to DHS/FEMA/Cal EMA and evaluated through the peer review process.
44. Will not make any award or permit any award (subgrant or contract) to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689, "Debarment and Suspension".
45. As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 17, for prospective participants in primary covered transactions,
 - a. The applicant certifies that it and its principals:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency.
 - ii. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and
 - b. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.
46. Agrees to comply with the Drug-Free Workplace Act of 1988, and certifies that it will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - b. Establishing an on-going drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The grantee's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and

- iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
- d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- e. Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to:
 - Department of Justice, Office of Justice Programs
 - ATTN: Control Desk
 - 633 Indiana Avenue, N.W.
 - Washington, D.C. 20531
- Notice shall include the identification number(s) of each affected grant.
- f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted.
 - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

47. Will comply with all applicable requirements of all other Federal and State laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this program.

48. Understands that failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

The undersigned represents that he/she is authorized by the above named applicant to enter into this agreement for and on behalf of the said applicant.

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____

EXHIBIT E

ARNOLD SCHWARZENEGGER
GOVERNOR

MATTHEW R. BETTENHAUSEN
SECRETARY



3650 SCHRIEVER AVENUE
MATHER, CA 95655

PHONE: (916) 845-8510
FAX: (916) 324-5902

**CALIFORNIA EMERGENCY MANAGEMENT AGENCY
OFFICE OF GRANTS MANAGEMENT**

October 28, 2010

Ms. Carol Kindler
Los Angeles County
500 W. Temple St. Rm# 754
Los Angeles, CA 90012

SUBJECT: NOTIFICATION OF SUBGRANTEE APPLICATION APPROVAL
FY 2010 Homeland Security Grant Program (HSGP)
Grant #2010-0085, Cal EMA ID# 037-00000
Subgrantee Performance Period: October 28, 2010 to April 30, 2013

Dear Ms. Kindler:

The California Emergency Management Agency (Cal EMA) has approved your FY 10 Homeland Security Grant Program (HSGP) application in the amount of \$22,668,150. As of the date of this letter you may request reimbursement of eligible grant expenditures using the Cal EMA financial management forms workbook available at www.calema.ca.gov.

During the review process, a Cal EMA representative examined and evaluated your FY10 HSGP grant application. As a result of this review, some of your funded projects may have been assigned performance milestones shorter than the subgrantee performance period, based in part on information provided in your application and submitted workbook. Performance milestones will be used by Cal EMA to both determine the appropriate date to disencumber funds awarded under this grant and re-direct them to other needs across the State and as indicators of performance and grant management capacity in future competitive grant applications.

<u>Performance Milestones:</u>		<u>Amount</u>	<u>Completion Date</u>
PROJECT A REGIONAL PREPAREDNESS	EMG, FS	\$ 300,000	NOVEMBER 30, 2011
PROJECT B REGIONAL PUBLIC AWARENESS	LE	\$2,500,000	NOVEMBER 30, 2011
PROJECT C INTEROP COMM EQUIP	LE, EMS, FS	\$1,500,000	NOVEMBER 30, 2011
PROJECT D INFO GATHERING	LE, EMG, FS	\$1,750,000	NOVEMBER 30, 2011
PROJECT E PROTECT CI	LE, FS	\$1,400,000	NOVEMBER 30, 2011
PROJECT F CBRNE DETECTION	LE, FS, EMS	\$1,750,000	NOVEMBER 30, 2011
PROJECT G MMRS EQUIP/PLAN/TRAIN/EXER	PH, FS	\$ 450,000	NOVEMBER 30, 2011
PROJECT H RTTAC PLAN/EQUIP/TRAIN	LE	\$ 450,000	NOVEMBER 30, 2011

Additionally, Aviation/Watercraft requests, Establish/Enhance Emergency Operations Center (EOC) projects, projects requiring EHP review at FEMA/DHS and sole source procurement requests will require additional approvals from Cal EMA. For that reason, Projects B, C, D, E, F, and G are not approved at this time, pending receipt of required supplemental documentation and/or approval from DHS. Subgrantees

#8.

Ms. Carol Kindler
Manager, Chief Executive Office
Page Two

must obtain written approval for these activities prior to incurring any costs, in order to be reimbursed for any related costs under this grant. Subgrantees are required to obtain a performance bond for any equipment item over \$250,000, or any vehicle, aviation, or watercraft (regardless of the cost) financed with homeland security dollars.

Following acceptance of this award, you must enter your grant information into the US Office of Grants and Training, Grant Reporting Tool (GRT), for the December 2010 Biannual Strategy Implementation Report (BSIR) period. The GRT can be accessed online at <https://www.reporting.odp.dhs.gov/>. Semi-annual performance reports must be prepared and submitted to Cal EMA via the GRT for the duration of the grant period or until all activities are completed and the grant is formally closed. Failure to submit performance reports could result in grant reduction, termination, or suspension.

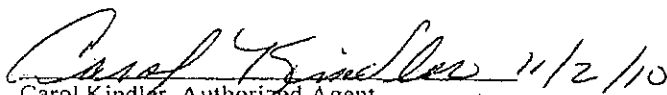
This grant is subject to all policies and provisions of the Federal Single Audit Act of 1984 and the Single Audit Act Amendments of 1996. Any funds received in excess of current needs, approved amounts, or those found owed as a result of a final review or audit, must be refunded to the State within 30 days upon receipt of an invoice from Cal EMA.

As in the past, your signature is required on this letter. Please sign and return the original to your Cal EMA program representative within ten days of receipt, and keep a copy for your files. For further assistance, please feel free to contact your Cal EMA program representative or the Homeland Security Grants Section (HSGS) at (916) 845-8510.

Sincerely,



MATTHEW R. BETTENHAUSEN



Carol Kindler, Authorized Agent,
Los Angeles County

2010 SHSGP FUNDING ALLOCATION

Cities/Departments	Grand Total
Alhambra	229,975
Arcadia	99,318
Avalon	35,523
Bell	25,000
Beverly Hills	50,973
Burbank	110,430
Compton	28,773
Culver City	24,150
Downey	140,600
El Monte	260,000
El Segundo	8,550
Glendale	1,642,877
Glendora	110,000
Hermosa Beach	34,773
La Habra Heights	32,148
La Verne	31,473
Long Beach	388,650
Los Angeles City	756,149
Manhattan Beach	38,598
Monrovia	58,955
Montebello	9,450
Monterey Park	8,100
Pasadena	424,750
Redondo Beach	79,407
San Gabriel	93,762
San Marino	37,548
Santa Fe Springs	473,750
Santa Monica	25,575
Sierra Madre	33,498
South Gate	60,000
South Pasadena	2,925
Torrance	13,575
Vernon	43,800
West Covina	28,773
Am Red Cross (ARC)	90,000
LARICS	5,315,000
Subtotal Cities	10,846,828
Coroner	350,000
Fire	2,104,780
Health Services	1,802,304
Mental Health	300,000
OEM	750,000
Public Health	60,000
Sheriff	5,246,000
M&A	1,061,816
CEO	146,422
Subtotal County	11,821,322
Grand Total	22,668,150

PART VIII.
OTHER INFORMATION
Section A - HSGP Allowable Costs

FY 2010 Allowable Cost Matrix

Allowable Program Activities Current as of FY 2010 Programs*	FEMA					
	HSGP					
	SHSP	UASI	OPSG	MMRS	CCP	LETPA
See the respective program guidance for additional details and/or requirements						
*As of Publication						
Allowable Planning Costs						
Developing hazard/threat-specific annexes that incorporate the range of prevention, protection, response, and recovery activities	Y	Y		Y	Y	Y
Developing and implementing homeland security support programs and adopting ongoing DHS national initiatives	Y	Y		Y	Y	Y
Developing related terrorism prevention activities	Y	Y		Y	Y	Y
Developing and enhancing plans and protocols	Y	Y		Y	Y	Y
Developing or conducting assessments	Y	Y		Y	Y	Y
Hiring of full- or part-time staff or contract/consultants to assist with planning activities (not for the purpose of hiring public safety personnel fulfilling traditional public safety duties)	Y	Y		Y	Y	Y
Conferences to facilitate planning activities	Y	Y		Y	Y	Y
Materials required to conduct planning activities	Y	Y		Y	Y	Y
Travel/per diem related to planning activities	Y	Y		Y	Y	Y
Overtime and backfill costs (in accordance with operational Cost Guidance)	Y	Y	Y	Y	Y	Y
Other project areas with prior approval from FEMA	Y	Y	Y	Y	Y	Y
Issuance of WHTI-compliant tribal identification cards						
Allowable Organizational Activities						
Reimbursement for select operational expenses associated with increased security measures at critical infrastructure sites incurred (up to 50 percent of the allocation)	Y	Y				
Overtime for information, investigative, and intelligence sharing activities (up to 50 percent of the allocation)	Y	Y	Y			
Hiring of new staff positions/contractors/consultants for participation in information/intelligence analysis and sharing groups or fusion center activities (up to 50 percent of the allocation)	Y					
Allowable Equipment Categories						
Personal Protective Equipment	Y	Y	Y			
Explosive Device Mitigation and Remediation Equipment	Y	Y	Y			
CBRNE Operational Search and Rescue Equipment	Y	Y	Y	Y	Y	Y
Information Technology	Y	Y	Y	Y	Y	Y

Allowable Program Activities Current as of FY 2010 Programs*		FEMA					
See the respective program guidance for additional details and/or requirements		HSGP					
		SHSP	UASI	OPSG	MMIRS	CCP	LETPA
*As of Publication							
Cyber Security Enhancement Equipment		Y	Y	Y	Y	Y	Y
Interoperable Communications Equipment		Y	Y	Y	Y	Y	Y
Detection		Y	Y	Y	Y		Y
Decontamination		Y	Y	Y	Y		
Medical		Y	Y	Y	Y	Y	Y
Power		Y	Y	Y	Y	Y	Y
CBRNE Reference Materials		Y	Y	Y	Y		Y
CBRNE Incident Response Vehicles		Y	Y	Y	Y		Y
Terrorism Incident Prevention Equipment		Y	Y	Y			Y
Physical Security Enhancement Equipment		Y	Y	Y			Y
Inspection and Screening Systems		Y	Y	Y	Y		Y
Agriculture Terrorism Prevention, Response, and Mitigation Equipment		Y	Y		Y		
CBRNE Prevention and Response Watercraft		Y	Y				Y
CBRNE Aviation Equipment		Y	Y		Y		Y
CBRNE Logistical Support Equipment		Y	Y		Y	Y	Y
Intervention Equipment		Y	Y				Y
Other Authorized Equipment		Y	Y		Y	Y	Y
Allowable Training Costs							
Overtime and backfill for emergency preparedness and response personnel attending FEMA-sponsored and approved training classes		Y	Y	Y	Y	Y	Y
Overtime and backfill expenses for part-time and volunteer emergency response personnel participating in FEMA training		Y	Y	Y	Y	Y	Y
Training workshops and conferences		Y	Y	Y	Y	Y	Y
Full- or part-time staff or contractors/consultants		Y	Y		Y	Y	Y
Travel		Y	Y	Y	Y	Y	Y
Supplies		Y	Y	Y	Y	Y	Y
Tuition for higher education		Y	Y	Y	Y	Y	Y
Other items		Y	Y	Y	Y	Y	Y
Allowable Exercise Related Costs							
Design, Develop, Conduct, and Evaluate an Exercise		Y	Y		Y	Y	Y
Exercise planning workshop		Y	Y		Y	Y	Y
Full- or part-time staff or contractors/consultants		Y	Y		Y	Y	Y
Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in FEMA exercises		Y	Y		Y	Y	Y
Implementation of HSEEP		Y	Y		Y	Y	Y
Travel		Y	Y		Y	Y	Y
Supplies		Y	Y		Y	Y	Y

#8.

Allowable Program Activities Current as of FY 2010 Programs*		FEMA					
See the respective program guidance for additional details and/or requirements		HSGP					
		SHSP	UASI	OPSG	MMRS	CCP	LETPA
*As of Publication							
Other items		Y	Y		Y	Y	Y
Allowable Management & Administrative Costs							
Hiring of full- or part-time staff or contractors/consultants to assist with the management of the respective grant program, application requirements, and compliance with reporting and data collection requirements		Y	Y	Y	Y	Y	Y
Development of operating plans for information collection and processing necessary to respond to FEMA data calls		Y	Y	Y	Y	Y	Y
Overtime and backfill costs		Y	Y	Y	Y	Y	Y
Travel		Y	Y	Y	Y	Y	Y
Meeting related expenses		Y	Y	Y	Y	Y	Y
Authorized office equipment		Y	Y	Y	Y	Y	Y
Recurring expenses such as those associated with cell phones and faxes during the period of performance of the grant program		Y	Y	Y	Y	Y	Y
Leasing or renting of space for newly hired personnel during the period of performance of the grant program		Y	Y	Y	Y	Y	Y



2010 HOMELAND SECURITY GRANT REIMBURSEMENT FORM

AWARD NUMBER: 2010 - 0085

PERFORMANCE PERIOD: 10/28/2010 - 04/30/2013

 Chief Executive Office/County Disaster Administrative Team
 COUNTY OF LOS ANGELES

Thank you for participating in the Homeland Security Grant Program. In order to complete your claim, please follow the checklist on the first tab of this workbook and attach the required supporting documents for all items for which you are requesting reimbursement.

Please submit invoices to Shared Services Division as soon as expenses are incurred and the required invoice and other supporting documentation is available. Do NOT accumulate and submit all claims and invoices on the final due date. Failure to submit your claim in a timely manner with the required supporting documents could result in unreimbursable expenses and/or reallocated awards.

DATE

TAXPAYER ID#

MAKE CHECKS PAYABLE TO:

MAILING ADDRESS

CITY, ZIP

PHONE

E-mail

AUTHORIZED SIGNATURE

AUTHORIZED SIGNER NAME/TITLE

Under Penalty of Perjury I certify that:

- I am the duly authorized officer of the claimant herein.
- This claim is in all respect true, correct, and all expenditures were made in accordance with applicable laws, rules, regulations and grant conditions and assurances.

Please fax reimbursement requests
 to: **SHARED SERVICES DIVISION**
 Attn: **GRANTS UNIT**
 Fax **(213) 947-5809**

HSGP Homeland Security Grant Program
 RTTAC Regional Terrorism Threat Assessment Center
 MMRS Metropolitan Medical Response System

Invoice Number	Project # (e.g., 41 C)	SOLUTION AREA (Equipment, Training, Planning, Exercise)	TOTAL BY FUNDING SOURCE			TOTAL CLAIM
			HSGP	RTTAC	MMRS	
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
TOTALS			0.00	0.00	0.00	0.00

**REQUIRED SUPPORTING DOCUMENTS
FOR CLAIM REIMBURSEMENT**

Submit all claims and supporting documentation to: Department of Auditor-Controller Shared Services Division Attn: Grants Unit 3470 Wilshire Blvd., Suite 1100, Los Angeles, CA 90010 Tel# (213)251-5048, (213)251-5000 / Fax # (213)947-5809 / grants@auditor.lacounty.gov
--

IMPORTANT** To process your reimbursement request, you must submit this checklist attached with the supporting documents for all items requesting reimbursement. Invoices must be submitted to Shared Services Division as soon as expenses are incurred and paid, and the required supporting documentations are available. Do NOT accumulate all claims and invoices to submit on the final due date. Failure to timely submit your claim with the required supporting documents could result in expenses not reimbursed and/or awards reallocated.

Sub-recipients are also required to perform the following:

- Review the Federal Debarment Listing prior to purchase to ensure the intended vendor is not listed. Provide a screen print showing that the listing was queried when submitting the supporting documentation.
- All Sole Source contracts over \$100,000 must obtain approval from the State prior to purchasing of items. Evidence of State approval required.
- All EHP related to Equipment, Training, and Exercise must obtain approval from the State prior to purchasing of items. Evidence of State approval required.

- ☐ **Grant Reimbursement Form** with authorized signature and date
- ☐ **Invoice:** Must be stamped or write "PAID", signed with authorized signature for payment, and dated. Circle, or designate on the invoice/receipt the items requesting reimbursement. Each item circled must have a project #, a funding SOURCE, and TOTAL. Purchase orders and price quotes will not be accepted as proof of purchase for reimbursement.
- ☐ **Proof of Payment**
- ☐ **Purchase Method**
- ☐ Competitive bid ☐ Sole Source under \$100,000
☐ Sole Source over \$100,000 (Prior State approval attached)
- ☐ **Invoice NO.:** _____
- ☐ **Reviewed Federal Debarment Listing:** <http://www.epls.gov/eplsearch.do>
☐ No. ☐ Yes, screen listing is attached.
- ☐ **Environmental and Historic Preservation (EHP) required?**
☐ No ☐ Yes (Prior State approval attached)

FOR EQUIPMENT :

- ☐ **Equipment Inventory Ledger**, completed the listing with all requested information, including: Project # & alpha, Equipment Description, AEL #, AEL Title, Invoice #, Vendor, Total Cost, Cash Request #, Invoice Date, Acquired Date, Serial #/ ID Tag #, Condition and Disposition, Deployed Location and Grant Year. www.rkb.us

FOR TRAINING/EXERCISE/PLANNING:

- ☐ **Training/Exercise Summary** completed listing including: employee name, assignment (backfill for name of employee attending training/exercise), Job Title, Training Request #, Training date, Salary, total Hours, Overtime hours, regular rate, Overtime rate, employee benefits rate, total claim amount.
- For Training – Training Request# is required
 - For Planning – Submit proof of products produced (i.e. mutual aid agreements, assessments, etc.)
 - For Exercise – Proof of AAR submission and State approval. Submit AAR into the ODP Portal within 60 days following the completion of event. https://hseep.dhs.gov/DHS_SSO/?ReturnUrl=%2fToolkitHome.aspx
- ☐ **Roster:** Fill out a Training or Planning or Exercise Roster, whichever is applicable to this claim.
- ☐ **Timecards:** indicating the # of hours charged per day, employee signature & supervisor signature
- ☐ **Payroll register** indicating the salary, hourly rate, employee benefits, Overtime rate.
- ☐ **Sign-in sheets** or attendance sheets or Certificate of Completion (if claiming for Backfill and/or Overtime); if sign-in sheets or certificates are not available, trainees should provide their own proof of attendance by completing their own sign-in sheet and have the Trainer sign the sheet indicating proof of attendance.

Additional items:

Travel –Receipts are required for itemized costs such as plane ticket/invoice, hotel invoices and training receipts with the dates of invoices agreeing with the training and exercise period.

Workshop –Invoices for instructor, facilities, contractor and consulting services.

***AUTHORIZED SIGNATURE / DATE**

Under Penalty of Perjury I certify that:
 - I am the duly authorized officer of the claimant herein.
 - This claim is in all respect true, correct, and all expenditures were made, in accordance with applicable laws, rules, regulations and grant conditions and assurances.

***AUTHORIZED SIGNER NAME/TITLE**

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Fire Department

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING FUNDS FROM THE HOMELAND SECURITY GRANT PROGRAM (HSGP- 2010), AUTHORIZING AN AGREEMENT WITH THE COUNTY OF LOS ANGELES AND AMENDING THE FIRE DEPARTMENT’S 2012-2013 FISCAL YEAR BUDGET

Jon Thompson
DEPARTMENT MANAGER’S SIGNATURE

4/24/2013 4:59:58 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

5/12/2013 9:06:02 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

5/9/2013 11:24:15 AM
DATE

G. Harold Duffey
CITY MANAGER

5/7/2013 6:40:25 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.

May 21, 2013

TO: MAYOR AND COUNCIL MEMBERS

**FROM: JON THOMPSON, FIRE CHIEF
COMPTON FIRE DEPARTMENT**

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

SUMMARY

This resolution approves an agreement, authorizes acceptance of the Urban Area Security Initiative Grant (UASI 2012) and amends the Fire Department's 2012-2013 Fiscal Year Budget to appropriate \$4,000.00 in grant funding.

BACKGROUND

On December 14, 2012, the City of Los Angeles authorized an agreement to disburse UASI-2012 grants funds to the City of Compton as a Sub-recipient through the United States Department of Homeland Security (DHS). By means of the Grants Programs Directorate within the Federal Emergency Management Agency (FEMA), financial assistance has been provided to the Los Angeles/Long Beach Urban Area through the Fiscal Year 2011-2012. The Compton Fire Department will receive at total of \$4,000.00. The grant funds will be provided for the necessary training to plan and organize the Fire Department's needs to assist in building an enhanced and sustainable capacity to prevent, respond to, and recover from threats or acts of terrorism.

STATEMENT OF THE ISSUE

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

FISCAL IMPACT

The Fire Department's 2012-2013 Fiscal Year Budgets must be amended to appropriate funds in the amount of \$4,000.00 to Account No. 1001 690 000 4240.

#9.

**UASI 2013 STAFF REPORT
PAGE 2**

RECOMMENDATIONS

Staff recommends that Council adopt the attached Resolution.

**JON THOMPSON
FIRE CHIEF**

APPROVED FOR FORWARDING:

**G. HAROLD DUFFEY
CITY MANAGER**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANGER TO ENTER INTO AN AGREEMENT,
ACCEPT THE URBAN AREA SECURITY INITIATIVE GRANT (UASI-2012)
FROM THE CITY OF LOS ANGELES AND AMEND THE FIRE
DEPARTMENT’S 2012-2013 FISCAL YEAR BUDGET**

WHEREAS, on December 14, 2012, the City of Los Angeles authorized an agreement to disburse UASI-2012 grants funds to the City of Compton as a Sub-recipient through the United States Department of Homeland Security (DHS), and through the Grants Programs Directorate within the Federal Emergency Management Agency (FEMA), has provided financial assistance to the Los Angeles/Long Beach Urban Area through the Fiscal Year 2011-2012; and

WHEREAS, the Compton Fire Department will receive at total of \$4,000.00; and

WHEREAS, these grant funds will be provided to purchase unique equipment and training to exercise needs to assist in building an enhanced and sustainable capacity to prevent, respond to, and recover from threats or acts of terrorism; and

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

WHEREAS, the Fire Department’s 2012-2013 Fiscal Year Budget must be amended to appropriate funds in the amount of \$4,000.00.

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

Section 1. That the City of Compton shall hereby accept the Urban Area Security Initiative (UASI-2012) Grant in the amount of \$4,000.00.

Section 2. That the City Manger is authorized, upon the advise and consent of the City Attorney, to execute a Subrecipient Agreement with the City of Los Angeles for Grant Fiscal Year 2011-2012 Urban Area Security Initiative (UASI-2012) Grant funding in the amount of \$4,000.00.

Section 3. That the Fire Department’s 2012-2013 Fiscal Year Budget shall be amended to place funds into Revenue Account No. 1001 000 000 3565 and appropriate funds in the amount of \$4,000.00 to Account No. 1001 690 000 4240.

Section 4. That a copy of this Resolution shall be filed in the offices of the City Clerk, City Manager, City Controller, City Attorney and the Fire 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
CITY OF COMPTON: ss

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

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

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

CITY CLERK OF THE CITY OF COMPTON



SUBRECIPIENT AGREEMENT

Jurisdiction: City of Compton

Title: FY 12 Urban Area Security Initiative (UASI) Grant Program

City Contract Number _____

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EXHIBITS

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Exhibit J	Reimbursement Request Form
Exhibit K	Aviation Equipment Request Form
Exhibit L	Establish/Enhance EOC Request Form

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

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

W I T N E S S E T H

WHEREAS, the U.S. Department of Homeland Security (“DHS”), through the Grant Programs Directorate within the Federal Emergency Management Agency (“FEMA” and along with DHS, collectively “Grantor”), has provided financial assistance to the Los Angeles/Long Beach Urban Area (“LA/LBUA”) through the Fiscal Year (“FY”) 2012 Urban Areas Security Initiative Grant Program (“UASI 12” or the “Grant”), Catalog of Federal Domestic Assistance (“CFDA”) 97.067 in the amount of \$50,654,524.00 (“Grant Funds”), such Grant Funds having been awarded by Grantor to the City, as a Core City, for use in the LA/LBUA and such Grant having been accepted by the City Council on December 14, 2012, 2012 (C.F. #12-0930); and

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

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

WHEREAS, the Grant is being provided to support the development and sustainment of core capabilities as outlined in the National Preparedness Goal by addressing the unique equipment, training, planning, organization, and exercise needs of the LA/LBUA, and assisting it in building an enhanced and sustainable capacity to prevent, protect against, mitigate, respond to, and recover from acts of terrorism; and

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

WHEREAS, the Mayor’s Office wishes to disburse UASI 12 Grant Funds allocated to the Subrecipient as a participating jurisdiction in the LA/LBUA in accordance with this Agreement; and

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WHEREAS, the City and Subrecipient are desirous of executing this Agreement as authorized by the Los Angeles City Council and the Mayor (C.F.# #12-0930, dated December 17, 2012).

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

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I.
INTRODUCTION

§101. Parties to the Agreement

The Parties to this Agreement are:

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

§102. Representatives of the Parties and Service of Notices

- A. The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:
 - 1. The representative of the City of Los Angeles shall be, unless otherwise stated in this Agreement:

Eileen Decker, Deputy Mayor
Office of the Mayor, Homeland Security and Public Safety
200 N. Spring Street, Room 303
Los Angeles, California 90012
Phone: (213) 978-0687
Fax: (213) 978-0718
Eileen.Decker@lacity.org
 - 2. The representative of the City of Compton shall be:

Jon Thompson, Fire Chief
Compton Fire Department
201 S. Acacia Avenue
Compton, California 90220
Phone: (310) 605-5671
jthompson@comptoncity.org
- B. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.

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

§103. Independent Party

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

§104. Conditions Precedent to Execution of This Agreement

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

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

II.

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

The term of this Agreement shall be from October 12, 2012 and end May 31, 2014(the "Term"); provided, however, that any and all expenditures made by Subrecipient shall be reimbursed by Subrecipient's allocation of Grant Funds pursuant to this Agreement only if such expenditures were made no later than 60 days prior to the end of the Term of this Agreement (the "Expenditure Deadline"). Any and all expenditures made by Subrecipient after the Expenditure Deadline shall not be reimbursed under this Agreement unless, prior to such expenditure, the Mayor's Office, in its sole discretion, has approved in writing the making of such expenditure after the Expenditure Deadline. Subrecipient shall cooperate with any necessary close out activities in connection with its use of the Grant Funds.

§202. Use of Grant Funds

- A. Subrecipient's allocations and use of funds under this Grant shall comply and be in accordance with, and subject to, the guidance, regulations and requirements set forth in the following: (1) DHS FY 2012 Homeland Security Grant Program Funding Opportunity Announcement ("DHS 12 Guidance"), (2) Grantor Information Bulletins, (3) CalEMA 2012 Recipient Handbook ("CalEMA 12 Handbook"), (4) CalEMA FY 12 Homeland Security Grant Program California Supplement to the Federal Funding Opportunity Announcement and Application Kit ("CalEMA 12 Supplement"), (5) CalEMA Grant Management Memos ("GMM"), (6) the current editions of the Office of Justice Programs ("OJP") Financial Guide and the DHS Financial Management Guide, (7) Grantor's Grants Management Common Rule as codified in Title 44 Code of Federal Regulations (CFR) Part 13, (8) CalEMA FY 12 Grant Assurances, attached hereto as Exhibit E and made a part hereof, (9) DHS Standard Administrative Terms and Conditions set forth in Section 6.1.1 of the DHS Chief Financial Officer financial management policy manual available at <http://www.dhs.gov/xlibrary/assets/cfo-financial-management-policy-manual.pdf> ("DHS Terms and Conditions") and (10) this Agreement. Subrecipient shall use the Grant Funds allocated to it to support the goals and objectives included in the State and/or Urban Area Homeland Security Strategies as well as the investments and projects identified in the Investment Justifications, which were submitted as part of the California FY 2012 Homeland Security Grant Program application. Further, use of the Grant Funds is limited to those investments and projects included in the California FY12 Investment Justifications submitted to DHS/FEMA/CalEMA and evaluated through the peer review process. Subrecipient shall comply with any cost sharing commitments included in

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such FY12 Investment Justifications, where applicable. Subrecipient agrees that Grant Funds will be used to supplement existing funds for program activities, and will not supplant (replace) non-Federal funds, and, upon request by the City, CalEMA and Grantor, Subrecipient shall be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Grant Funds. Subrecipient shall assure that the Grant Funds will support efforts related to providing an integrated mechanism to enhance the coordination of national priority efforts to prevent, respond to, and recover from terrorist attacks, major disasters and other emergencies.

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

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

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

- B. Subrecipient and the City have previously completed a mutually approved Budget/Expenditure Plan as incorporated in the Financial Management Forms Workbook which was approved by CalEMA prior to the execution of this Agreement (the "Budget"). The Budget contains detailed listings of items and projects for expenditures under the terms of this Agreement and the Grant, and Subrecipient shall use the funds disbursed under this Agreement only for such items.

- 1. Any request by Subrecipient to modify the Budget must be made in writing and accompanied by a completed Modification Request

Form, attached hereto as Exhibit H. All modification requests must be approved in writing by the City during the Term of this Agreement to be effective.

2. Budget modification requests must be submitted to the City no later than 30 days before the end of each fiscal quarter for which the modification is sought. Submissions made after the deadline will be returned to the Subrecipient and will not be accepted until the following submission period. The City will notify the Subrecipient in writing if modification requests are inaccurate and/or incomplete. Inaccurate and/or incomplete modification requests shall be returned to the Subrecipient for revision and shall be accepted by the City when modification requests are accurate and complete. Subrecipient shall not expend any funds on modified budget items for which reimbursement by Grant Funds is sought until such modification is approved by the City and CalEMA/Grantor.
 3. Final modification requests must be submitted to the City no later than 60 days prior to the end of the Term to provide the City time to meet CalEMA/Grantor requirements. At that time, any unexpended funds may be re-directed to other needs across the LA/LBUA. The City will notify Subrecipient, in writing, when unexpended balances may be re-directed.
- C. Subrecipient shall complete a UASI 12 Project Timeline (“Project Timeline”) provided by the City to manage its allocation of the Grant Funds. Subrecipient shall provide a completed Project Timeline and any reports requested by the City regarding performance of this Agreement by a date specified by the City. Plans and reports shall be provided in a timely manner. The completion of each milestone and deliverable referenced in the Project Timeline is subject to the prior review and written approval of the City. Subject to prior City approval, Subrecipient shall update the Project Timeline quarterly, if necessary, and provide such updates to the City in order to monitor and evaluate Subrecipient’s performance. Failure to meet any milestones or deadlines as set forth in Subrecipient’s Project Timeline may result in the City reducing Grant Funds allocated to the Subrecipient, as more fully set forth in §301 of this Agreement.
- D. Any request by Subrecipient to extend the time of performance for a project must be made in writing to the Mayor’s Office. Project extension requests must be submitted to the City no later than 120 days before the end of the applicable project time of performance set forth in the Project Timeline. The City will notify the Subrecipient in writing if project extension requests are inaccurate and/or incomplete. Inaccurate and/or incomplete project extension requests shall be returned to the Subrecipient for revision and shall be accepted by the City when project extension

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requests are accurate and complete. All extension requests must be approved by CalEMA, in its sole discretion, in writing during the term of this Agreement to be effective.

- E. Any equipment acquired pursuant to this Agreement shall be authorized, subject to, and in compliance with the CalEMA 12 Handbook, CalEMA 12 Supplement, GMMs, UASI Authorized Equipment List (<https://www.rkb.us>), Grantor Information Bulletins, DHS Terms and Conditions and DHS 12 Guidance. Subrecipient shall provide the City a copy of its most current procurement guidelines and follow its own procurement requirements as long as they meet the minimum federal requirements, which include, but are not limited to, those regulations set forth in OMB Circulars A-87, A-21, A-21, A-102 A-110, A-122, A-133, Executive Order (E.O.) 12372, the current edition of the DHS Financial Management Guide, and Title 44 CFR Part 13. Subrecipient shall maintain equipment acquired or obtained with Grant Funds in accordance with the provisions set forth in 44 CFR §13.32. Any and all property or equipment purchased in connection with this Agreement shall revert to CalEMA if the Grant Funds allocated to the Subrecipient are deobligated/disallowed and/or not promptly repaid as required by applicable Grant regulations.

Any equipment acquired or obtained with Grant Funds:

1. Shall be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the LA/LBUA, and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan;
 2. Shall be consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that Strategy.
- F. For the purposes of this subsection, "Equipment" is defined as nonexpendable property that is not consumed or does not lose its identity by being incorporated into another item of equipment, which costs \$5,000 or more per unit, or is expected to have a useful life of one (1) year or more. Items costing less than \$5,000, but falling into the following categories are also considered Equipment: (1) electronics communications equipment for stationary or vehicular use, including cellular telephones acquired by lease or purchase, and (2) electronic office equipment, including facsimile machines, copiers, electric typewriters, personal computers (monitors and CPU's), terminals and printers.

1. Equipment shall be used by Subrecipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the Equipment may be used in other activities currently or previously supported by a Federal agency.
2. Subrecipient shall make Equipment available for use on other projects or programs currently or previously supported by the Federal Government, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use shall be given to other programs or projects supported by the awarding agency.
3. An equipment ledger, attached hereto as Exhibit G, shall be maintained for each item of Equipment acquired for the program. This record must be updated quarterly and forwarded to the City along with completed reimbursement request forms (Exhibit J), when applicable. Records must be retained pursuant to the current edition of the DHS Financial Management Guide, and Title 44 CFR Part 13 and all other applicable Grantor regulations. For each piece of equipment, the record shall include:
 - (a) The line item number and project number as stated in the Budget
 - (b) The equipment description as stated in the Budget
 - (c) The Authorized Equipment Listing number (AEL) found at <http://www.rkb.mipt.org>
 - (d) The AEL title
 - (e) The invoice number
 - (f) The vendor
 - (g) Total cost (prime vendor)
 - (h) Total cost (general)
 - (i) Cash request #
 - (j) Acquired date
 - (k) ID Tag #

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(l) The condition and disposition of the equipment, indicating whether it is new or used

(m) The deployed location, including the address and/or name of the facility where the equipment is located

(n) The name and contact information to whom the equipment is assigned.

(o) Environmental and Historical Preservation (EHP) Notes

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

and/or incomplete Request forms shall be returned to the Subrecipient for revision and shall be accepted by the City when Request forms are accurate and complete.

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

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(6) Planning Roster

- J. Any and all requests for Sole Source procurements or contracts must be approved by the City and CalEMA prior to Subrecipient entering into such contract. Such request shall be made on a Sole Source Request Form, as attached hereto as Exhibit I. Any such request may be denied by City and CalEMA in their sole discretion.
- K. Any Grant Funds allocated to the Subrecipient which are used for the improvement of real property must be promptly repaid following deobligation/disallowment of such costs. CalEMA shall have the right to place a lien on any such improved real property for any amounts owed in connection with such deobligation/disallowment.

III. PAYMENT

§301. Payment of Grant Funds and Method of Payment

- A. The City of Los Angeles shall disburse to Subrecipient its allocated Grant amount of Four Thousand Dollars (\$4,000.00) to be used for purchase of equipment, planning, exercises, organizational activities, and training as described in Section 202 above. Such Grant amount represents the amount allocated to Subrecipient in the FY 12 UASI grant budget as approved by the Grantor. The disbursement of such funds shall be made on a reimbursement basis only.

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

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

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

reduction of Grant Funds allocated to the Subrecipient. In addition, Subrecipient shall promptly repay to City any unapproved expenditures relating to such modifications.

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IV. STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

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

§402. Applicable Law, Interpretation and Enforcement

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

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

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

§403. Integrated Agreement

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

§404. Excusable Delays

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

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

§405. Breach

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

§406. Prohibition Against Assignment or Delegation

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

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

§407. Permits

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

§408. Nondiscrimination and Affirmative Action

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

§409. Bonds

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

§410. Indemnification

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

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

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

§411. Conflict of Interest

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

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

§412. Restriction on Disclosures

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

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

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

§414. Publications and Use of Grantor Markings

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

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

§415. Compliance with State and Federal Statutes and Regulations

A. Statutes and Regulations Applicable To All Grant Contracts

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

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

1. Office of Management and Budget (OMB) Circulars

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

2. Single Audit Act

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

3. Americans with Disabilities Act

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

4. Political and Sectarian Activity Prohibited

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

5. Records Inspection and Investigations

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

and all matters covered by this Agreement, including, but not limited to all Subrecipient's invoices, materials, payrolls, records of personnel, conditions of employment and other data. The access and inspections rights set forth herein shall include access to applicable facilities, personnel and other individuals and information as may be necessary and as required by the Grantor and CalEMA and applicable Grant regulations and guidance.

- b. Subrecipient agrees to submit timely, complete and accurate reports to appropriate Grantor, CalEMA and City representatives as may be requested and maintain appropriate backup documentation to support such reports. Subrecipient shall comply with all other special reporting, data collection and evaluation requirements as prescribed by law or detailed in applicable Grant regulations and guidance.
- c. Subrecipient shall cooperate with any compliance review or complaint investigation conducted by the Grantor, CalEMA and/or the City in connection with Subrecipient's use of Grant Funds.
- d. The provisions of this Section shall survive the termination of this Agreement.

6. Records Maintenance

Records, in their original form, shall be maintained in accordance with requirements prescribed by the City and CalEMA/Grantor with respect to all matters covered on file for all documents specified in this Agreement. Original forms are to be maintained on file for all documents specified in this Agreement. Such records shall be retained for a period of five (5) years after termination of this Agreement and after final disposition of all pending matters. "Pending matters" include, but are not limited to, an audit, litigation or other actions involving records. The City may, at its discretion, take possession of, retain and audit said records. Records, in their original form pertaining to matters covered by this Agreement, shall at all times be retained within the County of Los Angeles unless authorization to remove them is granted in writing by the City. Subrecipient shall establish a proper accounting system in accordance with generally accepted accounting standards and/or CalEMA/Grantor directives. The provisions of this Section shall survive the termination of this Agreement.

7. Subcontracts and Procurement

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

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

8. Labor

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

9. Civil Rights

Subrecipient shall comply, and will assure the compliance of all its agents and contractors, with all applicable Federal and State statutes relating to civil rights and nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended, which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686, 44 CFR Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination against individuals with disabilities; (d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to non-discrimination in the sale, rental, financing and advertising of dwellings, or in the provision of services in connection therewith, as implemented by the Department of Housing and Urban Development at 24 CFR Part 100; (i) Title 44 Code of Regulations (CFR) Parts 7, 16, and 19 relating to nondiscrimination; (j) the requirements of any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; (k) the nondiscrimination requirements and all other provisions of the current edition of the OJP Financial and Administrative Guide for Grants, M7100.1; and (l) P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

In the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin (including limited English proficiency), gender, age, familial status or disability against Subrecipient or any of its subgrantees, contractors or subcontractors being funded with Grant Funds, or the Subrecipient or any of its subgrantees, contractors or subcontractors settles a case or matter alleging such discrimination, the Subrecipient will forward a copy of the complaint

and findings to the City, the Grantor/CalEMA and the United States Department of Justice Office of Civil Rights, Office of Justice Programs. The United States shall have the right to seek judicial enforcement of the obligations set forth herein. If, during the past three years, the Subrecipient has been accused of any such discrimination, the Subrecipient shall provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the City, the Grantor/CalEMA, and the United States Department of Justice Office of Civil Rights.

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

10. Environmental

- a. Subrecipient shall comply, or has already complied, with the applicable requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. §4601 et seq. [P.L. 91-646]) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. Subrecipient shall also comply, as applicable, with Title 44 CFR Part 25, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-assisted programs.
- b. Subrecipient shall comply, as applicable, with, and provide any information requested by DHS/FEMA/CalEMA to ensure compliance with, the following laws: (a) the requirements of the National Environmental Policy Act (NEPA), as amended (42 U.S.C. §4331 et seq.) and Executive Orders (EO) 11514 and 12898; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990 and 44 CFR Part §9; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of

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project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) requirements of the Clean Air Act of 1970 and the Clean Water Act of 1977 (42 U.S.C. §§7401 et seq.) and Executive Order 11738; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93205); (i) the flood insurance purchase requirements of the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. §4001 et seq.) which requires recipients of Federal funds in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is ten thousand dollars (\$10,000) or more; (j) requirements of Section 1306(c) of the National Flood Insurance Act of 1968, as amended (44 CFR Part §63); and (k) 44 CFR Part §10, Environmental Considerations.

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

DHS/FEMA/CalEMA and the appropriate State Historic Preservation Office.

- d. Subrecipient shall comply, as applicable, with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- e. Subrecipient shall comply, as applicable, with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- f. Subrecipient shall comply, as applicable, with the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.) which restores and maintains the chemical, physical and biological integrity of the Nation's waters.
- g. Subrecipient shall ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of Subrecipient's projects funded by the Grant are not on the Environmental Protection Agency's (EPA) List of Violating Facilities, and it will notify the City and DHS/FEMA/CalEMA of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- h. Subrecipient is, and shall be in compliance with the applicable provisions of the California Environmental Quality Act (CEQA), Public Resources Code §21000 et seq. and California Code of Regulations, Title 14, Chapter 3 Section 15000-15007.
- i. Subrecipient shall comply, as applicable, with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).
- j. Subrecipient shall comply with applicable provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 U.S.C. 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

11. Preservation

Subrecipient shall comply, as applicable, with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic

properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

12. Suspension and Debarment

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

13. Drug-Free Workplace

Subrecipient shall comply, as applicable, with the Federal Drug-Free Workplace Act of 1988, 41 U.S.C. §701 et. seq., 44 CFR Part 17, 2 CFR 3001, and the California Drug-Free Workplace Act of 1990, Government Code §§ 8350-8357. Subrecipient shall execute and submit to the City concurrent with the execution of this Agreement the Certification Regarding Drug Free Workplace Requirements attached hereto as Exhibit D and made a part hereof. Failure to comply with these requirements may be cause for debarment.

14. Miscellaneous

Subrecipient shall comply, as applicable, with the Animal Welfare Act of 1966, as amended (P.L. 89-544, 7 U.S.C. §§2131 et seq.), pertaining to the care, handling and treatment of warm blooded animals held for research, teaching, or other activities. Subrecipients must establish appropriate policies and procedures for the humane care and use of animals based on the Guide for the Care and Use of Laboratory Animals and comply with the Public Health Service Policy and Government Principles Regarding the Care and Use of Animals. Pursuant to the Consolidated

Appropriations Act of 2008 (P.L. 110-161) grant funds must not be used in contravention of the federal buildings performance and reporting requirements of Executive Order No. 13123, part 3 of Title V of the National Energy Conservation Policy Act (42 U.S.C. 8251 et seq.) or subtitle A of Title I of the Energy Policy Act of 2005 (including the amendments made thereby), nor shall Grant Funds be used in contravention of section 303 of the Energy Policy Act of 1992 (42 U.S.C. 13212).

B. Statutes and Regulations Applicable To This Particular Grant

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

1. Title 44 Code of Federal Regulations (CFR) Subchapters A, B and C; EO 12372; Current edition of the OJP *Financial Guide* (M7100.1); Current edition of the DHS Financial Management Guide; DOJ Office for Civil Rights Regulations; Title 2 CFR Parts 215, 225, 220, and 230; Federal Acquisition Regulations (FAR), 48 CFR Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations; DHS 12 Guidance; CalEMA 12 Supplement; CalEMA 12 Handbook; CalEMA FY 12 Grant Assurances (attached hereto as Exhibit E); Grantor Information Bulletins; and GMMs.
2. Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code Chapter 7 of Division 1 of Title 2, § 8607.1(e) and CCR Title 19, §§ 2445-2448.
3. Technology Requirement:
 - (a) Subrecipient shall use the latest National Information Exchange Model (NIEM) specifications and guidelines regarding the use of Extensible Markup Language (XML) for all projects funded by this Grant. Further information about the required use of NIEM specifications and guidelines is available at www.niem.gov.
 - (b) For any information technology system funded by Grant Funds under this Agreement, Subrecipient shall ensure that such project complies with 28 CFR Part 23, *Criminal Intelligence Systems*

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Operating Policies, if such regulation is determined to be applicable.

4. In accordance with section 6 of the Hotel and Motel Fire Safety Action of 1990, 15 U.S.C. §2225a, Subrecipient shall ensure that all conference, meeting, convention, or training space funded in whole or in part with Grant Funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

5. Subrecipient shall comply with the applicable provisions of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. §7104, 2 CFR §175). Subrecipient understands and agrees that it, and any of its subrecipients, employees or subgrantees that are private entities, may not:

(a) Engage in severe forms of trafficking in persons during the period of time that this Grant award is in effect;

(b) Procure a commercial sex act during the period of time that the Grant award is in effect; or

(c) Use forced labor in the performance of the award or subaward under this Grant award.

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

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

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

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

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

Subrecipient further understands and agrees that:

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

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

(h) For purposes of this paragraph 5:

(i) "Employee" means either:

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

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

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

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

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

6. "Classified national security information," as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form. Subrecipient shall not use any Grant Funds to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information if the

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

7. Subrecipient shall ensure that any of its potential subrecipients of Grant Funds has provided its Data Universal Numbering System (DUNS) number.
8. Subrecipient shall comply with Grantor guidelines regarding the handling of sensitive personally identifiable information, as required by OMB M-07-16 and as set forth in DHS Handbook for Safeguarding Sensitive PII, which can be found at http://www.dhs.gov/xlibrary/assets/privacy/privacy_guide_spII_handbook.pdf.
9. Subrecipient shall comply with the applicable requirements of the Federal regulations at 45 CFR Part §46 and DHS Management Directive 026-04 regarding the protection of human subjects in research.
10. Subrecipient shall comply with the applicable requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§175-175c.

11. Subrecipient shall comply with the applicable requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers for international air transportation of people and property to the extent that such service is available.
12. Subrecipient shall comply with the requirements that project activities supported with Grant Funds and carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits or approvals are obtained.
13. Subrecipient shall comply with the applicable requirements of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), as amended by Section 6202(a) of the Government Funding Transparency Act of 2008 (P.L. 110-252), and as clarified in Grantor Information Bulletin #350 and GMM #350, regarding disclosure of subawards and executive compensation.

C. Noncompliance

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

§416. Inventions, Patents and Copyrights

A. Reporting Procedure for Inventions

If any project of Subrecipient funded under this Agreement produces any invention or discovery ("Invention") patentable or otherwise under Title 35 of the U.S. Code, including, without limitation, processes and business methods made in the course of work under this Agreement, Subrecipient shall report the fact and disclose the Invention promptly and fully to the City. The City shall report the fact and disclose the Invention to the Grantor/FEMA/CalEMA. Unless there is a prior agreement between the City and Grantor/FEMA/CalEMA, Grantor/FEMA/ CalEMA shall determine whether to seek protection on the Invention. Grantor/FEMA/CalEMA shall determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to

protect the public interest consistent with the policy (“Policy”) embodied in the Federal Acquisition Regulations System, which is based on Ch. 18 of Title 35 U.S.C. Sections 200 et seq. (Pub. L. 95-517, Pub. L. 98-620, 37 CFR part 401); Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983); and Executive Order 12591, 4/10/87, 52 FR 13414, 3 CFR, 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, 3 CFR, 1987 Comp., p. 262). Subrecipient hereby agrees to be bound by the Policy, will contractually require its personnel to be bound by the Policy, and will consult with Grantor/FEMA/CalEMA regarding allocation of any patent rights that arise from, or are purchased with, Grant Funds.

B. Rights to Use Inventions

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

C. Copyright Policy

Unless otherwise provided by the terms of the Grantor/FEMA or of this Agreement, when copyrightable material (“Material”) is first produced or developed as part of a project funded by Grant Funds, the Grantor/FEMA, at Grantor/FEMA’s discretion, may copyright the Material. If the Grantor/FEMA declines to copyright the Material, the Grantor/FEMA shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to reproduce, display, publish, disseminate, perform, prepare derivative works or otherwise use, and authorize others to use, for all government purposes: (a) any Material so produced or developed and (b) any rights of copyright to which Subrecipient purchases ownership with Grant Funds. Subrecipient shall affix the applicable copyright notices of 17 U.S.C. §401 or §402 and an acknowledgement of government sponsorship (including Grant award number) to any Material first produced or developed under this Grant.

D. Rights to Data

The Grantor shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement or to any scientific, technical, or other copyright work based on or containing data first produced under this Agreement, including those works published in academic, technical or professional journals, symposia proceedings, or similar works. “Unlimited rights” means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Agreement

or are published copyrighted data with the notice of 17 U.S.C. Section 401 or 402, the Grantor acquires the data under a copyright license as set forth in 48 CFR 27.404(f)(2) instead of unlimited rights. (48 CFR 27.404(a)).

E. Obligations Binding on Subcontractors

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

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V.
DEFAULTS, AMENDMENTS, AND AGREEMENT

§501. Defaults

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

§502. Amendments

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

§503. Complete Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for herein and neither verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement. This Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Agreement includes thirty-nine (39) pages and thirteen (12) Exhibits which constitute the entire understanding and agreement of the parties.

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

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

City Business License Number: _____
 Internal Revenue Service ID Number: _____
 Council File/OARS File Number: 12-0930 Date of Approval December 14, 2012
 City Contract Number: _____

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Fire Department

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

Jon Thompson
DEPARTMENT MANAGER’S SIGNATURE

5/14/2013 6:03:58 AM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

5/16/2013 4:54:48 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

5/16/2013 4:37:27 PM
DATE

G. Harold Duffey
CITY MANAGER

5/14/2013 7:36:29 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.

May 21, 2013

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON REVISING THE CITY'S POLICIES AND PROCEDURES FOR THE APPROVAL OF PURCHASE ORDERS, WORK CHANGE ORDERS, BUDGETARY TRANSFERS AND CONTRACTS TO INCREASE THE CITY MANAGER'S MAXIMUM APPROVAL LEVEL OF EXPENDITURES TO \$25,000 AND RESCINDING RESOLUTION NO. 23,393.

SUMMARY

The City Council ("Council") will consider a resolution that will rescind Resolution No. 23,393, which was adopted by the Council on September 20, 2011, so as to increase the City Manager's maximum approval level of expenditures from \$5,000 to \$25,000.

BACKGROUND

On September 20, 2011, the City Council adopted Resolution No. 23,393, which revised the policies and procedures for administrative approval of purchase orders, work change orders, budgetary transfers and contracting authority to reduce the City Manager's approval authority from \$25,000.00 to \$5,000.00, so that the Council could exercise more control of the approval of expenditures.

Currently, the Council reviews and adopts by separate resolutions a variety of City transactions, including:

- All purchase orders over \$5,000.00 (*including budgeted expenditures approved by the Council in the Combined Budget Resolution for the current fiscal year*).
- All budgetary transfers between objects of different classifications.
- Certain work change orders for capital projects.

STATEMENT OF THE ISSUE

The City Council approves all expenditures over \$5,000. Various departments may use the same vendor but are unable to utilize the vendor because another

#10.

**Staff Report – Resolution Revise City’s Policies/
Procedure Approval of Purchase Orders, Change
Orders, Budgetary Transfers & Contracts
Increase City Manager Expenditure Authority (\$25,000)
May 21, 2013, page 2**

department has already contracted with the company for the \$5,000 limit. Therefore, staff is required to seek Council authorization; via an authorizing resolution; to utilize a vendor’s services or acquire goods no matter how minimal the amount needed. This in turn, may result in lengthy delays in providing and performing routine services for the City.

Revising the current policies and procedures to raise the City Manager’s expenditure authority will allow the City Council to focus its attention on fiscally significant activities and policies by reducing the number of small transactions requiring Council approval. It should be noted that all transactions will still be required to comply with City of Compton policies and procedures for review and approval prior to execution. Additionally, elimination of the resolution requirement for small transactions will save time on the part of the City departments and allow City business to be executed more quickly and efficiently.

FISCAL IMPACT

The fiscal impact to the City will be less staff time used to prepare resolutions for the City Council to approve expenditures that exceeds \$5,000.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

**G. HAROLD DUFFEY
CITY MANAGER**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON REVISING THE CITY'S POLICIES AND PROCEDURES FOR THE APPROVAL OF PURCHASE ORDERS, WORK CHANGE ORDERS, BUDGETARY TRANSFERS AND CONTRACTS TO INCREASE THE CITY MANAGER'S MAXIMUM APPROVAL LEVEL OF EXPENDITURES TO \$25,000 AND RESCINDING RESOLUTION NO. 23,393.

WHEREAS, by Resolution No. 23,393, adopted on September 20, 2011, the City Council gave the City Manager administrative authorization to approve expenditures, change orders, transfers and execute contracts up to \$5,000.00; and

WHEREAS, various departments may use the same vendor but are unable to acquire or continue to utilize the vendor because another department has already contracted with the vendor for the \$5,000 limit, therefore staff is required to seek Council authorization to utilize a vendor's services or purchase goods no matter how minimal the amount needed. This in turn, may result in lengthy delays in providing and performing routine services for the City; and

WHEREAS, the City Council reviews a large number of resolutions, many of which relate to the normal operations of the City and the time of the Council has a finite limit and should be wisely allocated to matters most important to the City and its Citizens; and

WHEREFORE, revising the current policies and procedures to raise the City Manager's expenditure authority will allow the City Council to focus its attention on fiscally significant activities and policies by reducing the number of small transactions requiring Council approval; and

WHEREAS, elimination of the resolution requirement for small transactions will save time on the part of the City departments and allow City business to be executed more quickly and efficiently; and

WHEREAS, expediting the normal operations of the City should increase efficiency and in some situations reduce costs to the City; and

WHEREAS, there is a need to rescind Resolution No. 23,393 in order to increase the City Manager's expenditure authority.

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

Section 1. That Resolution No. 23,393, adopted by the City Council on September 20, 2011, is hereby rescinded.

Section 2. That Purchase orders do not require adoption by separate resolution if they are:

- For an amount of \$25,000 or less; and
- Properly approved by the City Manager and/or other required staff; and

- Applied to an existing appropriation; or
- Fulfill in whole or in part a budgeted expenditure as adopted by City Council in the Combined Budget Resolution for the current fiscal year, and Purchase orders, regardless of the amount, for City-owned utility payments (e.g. electricity, water and gas), that are applied to an existing appropriation.

Section 3. That the following purchase order procedures are now in effect:

- Purchase Orders for the same vendor, for the acquisition of related goods/services, and occurring in the same fiscal year shall be treated as one combined Purchase Order for purposes of determining if the \$25,000 threshold is met.
- A new addition to an existing Purchase Order shall be combined with the original Purchase Order and any previous additions to the Purchase Order for purposes of determining if the \$25,000 threshold is met.
- Purchase Orders will not be split in order to avoid the \$25,000 threshold, including splits near the cutoff between fiscal years.

Section 4. That upon the advice and approval of the City Attorney, the City Manager is authorized to enter into contracts on behalf of the City, without first having City Council adoption of a separate resolution, when the total amount of compensation to be paid by the City pursuant to the contract is \$25,000 or less.

Section 5. That when faced with an urgent situation, the City Manager may authorize a purchase order of up to \$75,000, without first having City Council adoption by resolution, if the purchase order is of urgent necessity for the preservation of life, health, property or fiscal stability. The maximum amount of an emergency purchase order may be increased by \$100,000 with the concurrence of the City Attorney. At the next available opportunity, the emergency purchase order will go through the normal approval process for purchase orders.

Section 6. That work change orders on capital projects that are within the limits of California Public Contract Code Section 20455 (a) and (b) do not require City Council adoption by resolution. Work change orders using this section must be approved by the City Manager, in addition to any other required approval.

Section 7. That a certified copy of this Resolution shall be filed in the offices of the City Clerk and with every City department.

Section 8. 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, hereby certify that the foregoing Resolution was adopted by the City Council at a regular meeting thereof held on the _____ day of _____, 2013.

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

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

CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: City Attorney

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON REVISING THE CITY’S POLICIES AND PROCEDURES FOR THE APPROVAL OF PURCHASE ORDERS, WORK CHANGE ORDERS, BUDGETARY TRANSFERS AND CONTRACTS TO INCREASE THE CITY MANAGER’S MAXIMUM APPROVAL LEVEL OF EXPENDITURES TO \$25,000 AND RESCINDING RESOLUTION NO. 23,393.

<u>Ruth Rugley</u>	<u>5/16/2013 8:40:11 PM</u>
DEPARTMENT MANAGER’S SIGNATURE	DATE

REVIEW / APPROVAL

<u><LegalName></u>	<u><LegalDate></u>
CITY ATTORNEY	DATE

<u><ControllerName></u>	<u><ControllerDate></u>
CITY CONTROLLER	DATE

<u><CityManager></u>	<u><CityManagerDate></u>
CITY MANAGER	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.

May 21, 2013

TO: MAYOR AND CITY COUNCIL MEMBERS

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

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COMPTON INITIATING PROCEEDINGS FOR THE LEVY AND
COLLECTION OF ASSESSMENTS WITHIN THE COMPTON
LIGHTING AND LANDSCAPE DISTRICT NO. 1 FOR FISCAL YEAR
2013/2014 AND ORDERING THE PREPARATION OF AN ENGINEER'S
REPORT PURSUANT TO THE PROVISIONS OF PART 2 OF DIVISION
15 OF THE STREETS AND HIGHWAYS CODE**

SUMMARY

A resolution initiating proceedings for the levy and collection of assessments within the Compton Lighting and Landscape District No.1 for fiscal year 2013/2014 and ordering the preparation of an engineer's report pursuant to the provisions of Part 2 of Division 15 of the Streets and Highways Code.

BACKGROUND

Annually, the City is required by statute to prepare and adopt Lighting and Landscape Assessments. Before the City prepares the assessments, it must adopt a resolution initiating the proceedings for the Lighting and Landscape District No.1.

Assessments levied within the City of Compton's Lighting and Landscape District are used to pay for maintenance and servicing of the street lighting, traffic signals, and landscaping rehabilitation. These assessments are collected for the City by the County Tax Collector, and usually nets the City of Compton approximately \$4,208,366.08 annually.

STATEMENT OF THE ISSUE

It is incumbent upon the City to undertake the 2013/2014 Lighting and Landscape Assessments in order to raise revenue to fund services for maintenance of landscaping, Lighting and Traffic Signals. The attached resolution initiates this process.

#11.

May 21, 2013

Staff Report

Page Two

FISCAL IMPACT

There is no fiscal impact associated with this action.

RECOMMENDATION

Staff recommends approval of the attached resolution.

GLEN W. C. KAU, P.E.

INTERIM DIRECTOR OF PUBLIC WORKS/MUNICIPAL UTILITIES

APPROVED FOR FORWARDING:

G. HAROLD DUFFEY

CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE COMPTON LIGHTING AND LANDSCAPE DISTRICT NO. 1 FOR FISCAL YEAR 2013-2014 AND ORDERING THE PREPARATION OF AN ENGINEER'S REPORT PURSUANT TO THE PROVISIONS OF PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE

WHEREAS, the City Council of the City of Compton has determined that it is necessary and desirable to continue the current levels of landscaping maintenance of the public streets; and

WHEREAS, to maintain such levels, it is necessary to continue the collection of assessments and charges that has occurred in past fiscal years.

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

SECTION 1. Pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code (commencing with Section 22500) ("the Act"), the City Council of the City of Compton desires to initiate proceedings for the levy and collection of an assessment against parcels of property within the assessment district for fiscal year 2013-2014, commencing July 1, 2013 and ending June 30, 2014, to pay for the costs and expenses of the improvements described in Section 3 hereof; and

SECTION 2. The boundaries of the District shall be coterminous with the boundaries of the City of Compton.

SECTION 3. The existing improvements may be briefly described as follows: the maintenance and servicing of public streets within the District, including the maintenance and servicing of streetlights, traffic signals and appurtenant facilities located in and along public streets and, roadways and right-of-way in the City. "*Maintenance*" means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of street lights, traffic signals and appurtenant facilities, including repair, removal or replacement of all or part of any street lights, traffic signals or appurtenant facilities and the cleaning, sandblasting and painting of street lights, traffic signals or appurtenant facilities to remove or cover graffiti. "*Servicing*," means the furnishing of electric current or energy, gas or other illuminating agent for the landscaping of appurtenant facilities and water for streetlights, traffic signals or appurtenant facilities.

The work to be done also includes the operation, maintenance and servicing of ornamental structures, landscaping, including trees, shrubs, grass and other ornamental vegetation and appurtenant facilities, including irrigation systems and drainage devices located in public streets or rights-of-way within the boundaries of the District.

SECTION 4. Public property owned by any public agency and in use in the performance of a public function, which is included within the boundaries of the District, shall not be subject to assessment to be made under these proceedings to cover any of the costs and expenses of the improvements.

SECTION 5. The City Council hereby designates Willdan Financial Services as the engineer (the “Engineer”) for the purpose of these proceedings and hereby authorizes and directs the Engineer to prepare and file with the City Clerk a written report in connection with these proceedings in accordance with Article 4 (commencing with Section 22565) of Chapter 1 of the Act, which shall contain the following:

A. Plans and specifications for the improvements, which shall indicate the class and type of improvements to be provided for each zone.

B. An estimate of the costs of the improvements for the 2013-2014 fiscal years, including all of the following:

1. the total cost of the improvements, including all incidental expenses;
2. the amount of any surplus or deficit in the Improvement Fund for the District to be carried over from the 2012/2013 fiscal year;
3. the amount of any contributions to be made from sources other than assessments levied pursuant to the Act; and
4. the net amount to be assessed upon assessable lands with the District, being the total cost of the improvements, increased or decreased as the case may be, by any surplus, deficit or contributions.

C. A diagram for the District showing all of the following:

1. the exterior boundaries of the District;
2. the boundaries of any zones within the District; and
3. the lines and dimensions of each lot or parcel of land within the District.

Each lot or parcel shall be identified by a distinctive number or letter. The lines and dimensions of each lot or parcel shown on the diagram shall conform to those shown on the County Assessor’s Maps for the 2013-2014 fiscal years. The diagram may refer to the County Assessor’s Maps for a detailed description of the lines and dimensions of any lots or parcels; in which case, those Maps shall govern for all details concerning the lines and dimensions of such lots or parcels.

D. An assessment of the estimated costs of the improvements for the 2013-2014 fiscal years, which shall do all of the following:

RESOLUTION NO. _____

PAGE 3

- 1.** state the net amount to be assessed upon assessable lands within the District;
- 2.** describe each assessable lot or parcel of land within the District; and
- 3.** assess the net amount upon all assessable lots or parcels of land within the District by apportioning the amount among the several lots or parcels in proportion to the estimated benefits to be received by each lot or parcel from the improvements.

The assessment may refer to the County assessment roll for a description of the lots and parcels, in which case the roll shall govern for all details concerning the description of the lots or parcels.

SECTION 6. That copies of this resolution shall be filed in the offices of the City Manager, City Controller, City Clerk and Public Works Departments.

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**

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

RESOLUTION NO. _____
PAGE 4

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: Public Works-Engineering

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE COMPTON LIGHTING AND LANDSCAPE DISTRICT NO. 1 FOR FISCAL YEAR 2013/2014 AND ORDERING THE PREPARATION OF AN ENGINEER’S REPORT PURSUANT TO THE PROVISIONS OF PART 2 OF DIVISION 15 OF THE STREETS AND HIGHWAYS CODE

<u>Glen Kau</u>	<u>5/15/2013 3:47:53 PM</u>
DEPARTMENT MANAGER’S SIGNATURE	DATE

REVIEW / APPROVAL

<u>Ruth Rugley</u>	<u>5/16/2013 4:55:15 PM</u>
CITY ATTORNEY	DATE

<u>Stephen Ajobiewe</u>	<u>5/16/2013 4:38:25 PM</u>
CITY CONTROLLER	DATE

<u>G. Harold Duffey</u>	<u>5/16/2013 11:15:22 AM</u>
CITY MANAGER	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.

May 21, 2013

TO: MAYOR AND CITY COUNCIL MEMBERS

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

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COMPTON APPROVING THE PRELIMINARY ENGINEERING
REPORT OF WILLDAN FINANCIAL SERVICES FOR THE CITY
OF COMPTON'S LIGHTING AND LANDSCAPE ASSESSMENT
DISTRICT NO. 1 FOR FISCAL YEAR 2013/2014**

SUMMARY

A resolution approving the Preliminary Engineer's Report of Willdan Financial Services for the City of Compton's Lighting and Landscape Assessment District No. 1 for fiscal year 2013/2014.

BACKGROUND

A preliminary Engineer's Report for the District has been prepared which sets forth the improvements and the proposed assessments and charges. These assessments and charges have been spread proportionately in accordance with the special benefits each property receives. In addition, this report is the Preliminary Engineer's Report, and is subject to review and comment prior to adoption. A public hearing on the District is to be set for June 11, 2013. This report maintains the changes from the previous year assessments.

STATEMENT OF THE ISSUE

These funds are required to operate the street lighting and landscaping in the City of Compton for fiscal year 2013/2014.

FISCAL IMPACT

There is no fiscal impact associated with this action.

#12.

May 21, 2013

Staff Report

Page Two

RECOMMENDATION

Staff recommends adoption of this resolution.

GLEN W. C. KAU, P.E.

INTERIM DIRECTOR OF PUBLIC WORKS/MUNICIPAL UTILITIES

APPROVED FOR FORWARDING:

G. HAROLD DUFFEY

CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE PRELIMINARY ENGINEERING REPORT OF WILLDAN FINANCIAL SERVICES FOR THE CITY OF COMPTON'S LIGHTING AND LANDSCAPE ASSESSMENT DISTRICT NO. 1 FOR FISCAL YEAR 2013/2014

WHEREAS, the City Council pursuant to provisions of the *Landscaping and Lighting Act of 1972 (commencing with Section 22500) Part 2, Division 15 of the California Streets and Highways Code* (hereinafter referred to as the "Act") and provisions of the City of Compton Municipal Code (hereinafter referred to as the "Municipal Code") did by previous Resolution, order the preparation of the fiscal year 2013/2014 Engineer's Report for the Landscape and Lighting District No. 1 (hereinafter referred to collectively as the "Districts"); and

WHEREAS, the City Council pursuant to applicable provisions of the Act or Municipal Code proposes to levy and collect assessments and charges against lots and parcels of land within the Districts for the fiscal year 2013/2014, to pay the maintenance, servicing and operation of the improvements related thereto; and

WHEREAS, Willdan Financial Services (the designated Engineer) in accordance with *Section 22623* of the Act and provisions of the Municipal Code, has prepared and filed with the City Clerk an Engineer's Report for fiscal year 2013/2014 and said report has been presented to the City Council and is incorporated herein by reference; and

WHEREAS, this City Council has examined and reviewed the Engineer's Report as presented, and is preliminarily satisfied with the description of the Districts, the improvements identified therein, each of the budget items and documents as set forth, and is satisfied that the proposed assessments and charges have been spread proportionately in accordance with the special benefit each property receives from the improvements, operation, maintenance and services to be performed, as set forth in said Engineer's Report or as modified by Council action and incorporated herein.

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

SECTION 1. The above recitals are true and correct.

SECTION 2. The Engineer's Report as presented is hereby approved pursuant to *Section 22623* of the Act and provisions of the Municipal Code, and ordered to be filed in the Office of the City Clerk as a permanent record and to remain open to public inspection.

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

RESOLUTION NO. _____
PAGE 2

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

ADOPTED this _____ day of _____, 2013.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON

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

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

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

CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **Public Works-Engineering**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE PRELIMINARY ENGINEERING REPORT OF WILLDAN FINANCIAL SERVICES FOR THE CITY OF COMPTON’S LIGHTING AND LANDSCAPE ASSESSMENT DISTRICT NO. 1 FOR FISCAL YEAR 2013/2014**

Glen Kau
DEPARTMENT MANAGER’S SIGNATURE

5/15/2013 3:48:24 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

5/16/2013 4:55:33 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

5/16/2013 4:39:08 PM
DATE

G. Harold Duffey
CITY MANAGER

5/16/2013 11:15:31 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.

May 21, 2013

TO: MAYOR AND CITY COUNCIL MEMBERS

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

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COMPTON DECLARING ITS INTENTION TO LEVY AND
COLLECT ASSESSMENTS AND CHARGES WITHIN THE
LIGHTING AND LANDSCAPE ASSESSMENT DISTRICT NO. 1
FOR FISCAL YEAR 2013/2014 AND APPOINTING A TIME AND
PLACE FOR A PUBLIC HEARING TO BE HELD ON JUNE 11,
2013 @ 5:55 P.M.**

SUMMARY

A resolution of the City Council of the City of Compton declaring its intention to levy and collect assessments and charges within the Lighting and Landscape Assessment District No.1 for fiscal year 2013/2014 and appointing a time and place for a public hearing to be held on June 11, 2013 @ 5:55 p.m.

BACKGROUND

Annually, the City is required by statute to prepare and adopt the Lighting and Landscape Assessments. This action is to declare the intention of the City Council to levy and collect assessments and charges within the Lighting and Landscape Assessment District No.1 for fiscal year 2013/2014, and to set a date and time for the Public Hearing.

STATEMENT OF THE ISSUE

It is incumbent upon the City to declare its intention regarding the 2013/2014 Lighting and Landscape Assessments in order to raise revenue to fund services for maintenance of lighting, landscaping, and traffic signals.

#13.

May 21, 2013
Staff Report
Page Two

FISCAL IMPACT

There is no fiscal impact associated with this action.

RECOMMENDATION

Staff recommends approval of the attached resolution.

GLEN W. C. KAU, P.E.
INTERIM DIRECTOR OF PUBLIC WORKS /MUNICIPAL UTILITIES

APPROVED FOR FORWARDING:

G. HAROLD DUFFEY
CITY MANAGER

RESOLUTION NO. _____**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS
AND CHARGES WITHIN THE LIGHTING AND LANDSCAPE ASSESSMENT
DISTRICT NO. 1 FOR FISCAL YEAR 2013/2014 AND APPOINTING A TIME
AND PLACE FOR A PUBLIC HEARING TO BE HELD ON JUNE 11, 2013 @
5:55 P.M.**

WHEREAS, the City Council of the City of Compton has by previous resolution initiated proceedings for the levy and collection of assessments and charges against lots and parcels of land within the Lighting and Landscape Assessment District No. 1 (hereinafter referred to collectively as the "Districts") for fiscal year 2013/2014; and

WHEREAS, the City Council of the City of Compton has ordered and received an Engineer's Report for the Districts for fiscal year 2013/2014, which has been filed with the City Clerk pursuant to the Landscape and Lighting Act of 1972 (hereinafter referred to as "Act") and the City of Compton Municipal Code (hereinafter referred to as the "Municipal Code"), and said report has been presented to the City Council; and

WHEREAS, the City Council is required to declare its intention to levy and collect assessments and charges within the Lighting and Landscape Assessment District for fiscal year 2013/2014 and to set a public hearing on said assessments and charges.

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

SECTION 1. The above recitals are true and correct.

SECTION 2. The City Council of the City of Compton hereby finds that the improvements and the levy and collection of assessments and charges related thereto are in the public interest and convenience, and benefits the property owners within the Districts. The City Council hereby declares its intention to order the District improvements, levy and collect assessments against the lots and parcels of land within the assessment district designated as the Compton Landscape and Lighting District No. 1, pursuant to the provisions of the Act for fiscal year 2013/2014, commencing July 1, 2013 and ending June 30, 2014, to pay for the costs and expense of the improvements described in Section 3 (a) hereof. The City Council furthermore declares its intention to order the improvements, to levy and collect charges against the lots and parcels of land, pursuant to Municipal Code for fiscal year 2013/2014, commencing July 1, 2013 and ending June 30, 2014, to pay for the costs and expenses of the improvements described in Section 3 hereof.

SECTION 3.

(a) The Compton Lighting and Landscape Assessment District improvements and services include but are not limited to the maintenance, operation and incidental expenses related to: streetlights, traffic signals and appurtenant facilities located along public streets, roadways and right-of-way; ornamental structures, landscaping, trees, shrubs, grass and other ornamental vegetation and appurtenant facilities including irrigation systems and drainage devices.

(b) No substantial changes in the improvements or services are proposed for fiscal year 2013/2014. The Engineer's Report for fiscal year 2013/2014 shall provide a more detailed description of the improvements and services provided by the Districts, and shall describe any substantial changes or expansion of the improvements for which properties are assessed.

RESOLUTION NO. _____

PAGE 2

SECTION 4. The assessments and charges for fiscal year 2013/2014 are apportioned according to the method identified in the Engineer's Report and are not proposed to increase from the assessments and charges approved and ordered for the previous fiscal year.

SECTION 5. Public property owned by any public agency in the performance of a public function, which is included within the boundaries of the Districts, shall not be subject to the assessment or charges to be made under these proceedings.

SECTION 6. Reference is hereby made to the Engineer's Report entitled "City of Compton, Landscape and Lighting District No. 1, fiscal year 2013/2014 Engineer's Report" and "City of Compton, fiscal year 2013/2014", said Reports have been prepared and submitted under a single cover and are on file in the office of the City Clerk; provides a description of the improvements, boundaries of the Districts, any Zones therein and the proposed assessments and charges upon lots and parcels of land within the Districts.

SECTION 7. *Notice is hereby given that on the 11th day of June 2013 at 5:55 p.m., a public hearing will be held in the Council Chambers of the City Hall, 205 South Willowbrook Avenue, Compton, California 90220, regarding the Landscape and Lighting District No.1 for the fiscal year 2013/2014. The public hearing will afford interested persons the opportunity to hear and be heard.*

Any interested person may file a written protest with the City Clerk prior to the conclusion of the public hearing. A written protest shall state all grounds of objection. A protest by a property owner shall contain a description sufficient to identify the property owned by the signer thereof. The City Council shall consider all oral statements and written protests made or filed by any interested person.

Following such public hearing, the City Council shall consider and may take actions regarding the assessments and charges for fiscal year 2013/2014.

SECTION 8. The City Clerk is hereby authorized and directed to give notice of such public hearing as provided by law.

SECTION 9. The City Council hereby determines and declares that the proposed assessments and charges constitute a continuation of assessments and charges existing on the effective date of Article XIID, that the assessments are imposed exclusively to finance the maintenance and operation expenses for streets and charges are imposed exclusively to finance maintenance and operation expenses of the public sewers and that the assessments and charges as presented are exempt from the requirements of Article XIID, Section 4 of the California Constitution.

SECTION 10. Copies of this resolution shall be filed in the offices of the City Manager, City Controller, City Clerk and Public Works Departments.

SECTION 11. 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 3

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

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

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

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

CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **Public Works-Engineering**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS AND CHARGES WITHIN THE LIGHTING AND LANDSCAPE ASSESSMENT DISTRICT NO. 1 FOR FISCAL YEAR 2013/2014 AND APPOINTING A TIME AND PLACE FOR A PUBLIC HEARING TO BE HELD ON JUNE 11, 2013 @ 5:55 P.M.**

Glen Kau
DEPARTMENT MANAGER’S SIGNATURE

5/15/2013 3:48:50 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

5/16/2013 4:56:03 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

5/16/2013 4:40:44 PM
DATE

G. Harold Duffey
CITY MANAGER

5/16/2013 11:15:44 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.

May 21, 2013

TO: MAYOR AND CITY COUNCIL MEMBERS

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

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE COMPTON SEWER SERVICE CHARGES FOR FISCAL YEAR 2013/2014 AND ORDERING THE PREPARATION OF AN ENGINEER'S REPORT PURSUANT TO THE MUNICIPAL IMPROVEMENT ACT OF 1913, DIVISION 12 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE

SUMMARY

A resolution initiating proceedings for the levy and collection of assessments within the Compton sewer service charges for fiscal year 2013/2014 and ordering the preparation of an engineer's report pursuant to the Municipal Improvement Act of 1913, Division 12 of the California Streets and Highways Code.

BACKGROUND

Annually, the City is required by statute to prepare and adopt Sewer Service Charge Assessments. Before the City prepares the assessments, it must adopt a resolution initiating the proceedings for the Sewer Service Charge.

Assessments levied within the City of Compton's Sewer Service Charges are used to pay for maintenance and servicing of the sewage system, and to pay for rehabilitation and debt service (bonds) of the sewer system. These assessments are collected for the City by the County Tax Collector, and usually nets the City of Compton approximately \$928,983 annually.

STATEMENT OF THE ISSUE

It is incumbent upon the City to undertake the 2013/2014 Sewer Service Charge Assessments in order to raise revenue to fund services for maintenance of drainage, and to pay for the sewer debt service (bonds). The attached resolution initiates this process.

#14.

May 21, 2013

Staff Report

Page Two

FISCAL IMPACT

There is no fiscal impact associated with this action.

RECOMMENDATION

Staff recommends approval of the attached resolution.

GLEN W. C. KAU, P.E.

INTERIM DIRECTOR OF PUBLIC WORKS/MUNICIPAL UTILITIES

APPROVED FOR FORWARDING:

G. HAROLD DUFFEY

CITY MANAGER

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION OF
ASSESSMENTS WITHIN THE COMPTON SEWER SERVICE CHARGE FOR
FISCAL YEAR 2013/2014 AND ORDERING THE PREPARATION OF AN
ENGINEER'S REPORT PURSUANT TO THE MUNICIPAL IMPROVEMENT
ACT OF 1913, DIVISION 12 OF THE CALIFORNIA STREETS AND
HIGHWAYS CODE**

WHEREAS, the City Council of the City of Compton has determined that it is necessary and desirable to continue the current levels of maintenance of the public sewer system; and

WHEREAS, to maintain such levels, it is necessary to continue the collection of assessments and charges as has occurred in past fiscal years.

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

SECTION 1. Pursuant to the Municipal Improvement Act of 1913, Division 12 of the California Streets and Highways Code. The existing improvements, which are financed by the Sewer Service Charges, may be briefly described as follows:

SECTION 2. The maintenance of the existing sanitary sewer system and repayment of a portion of the annual payment on the sewer bonds previously issued for the reconstruction of the City's sewer system at various locations throughout the City of Compton. This maintenance may include the repair or replacement of damaged mains, manholes, and appurtenant structures in order to maintain the system for the health, safety and welfare of the lands assessed within the sewer service charge area.

Maintenance includes all labor, material and equipment required to properly maintain and service the sewer system, including appurtenant facilities within the District by City staff and others. All improvements within the District will be maintained and serviced on a regular basis. The frequency and specific maintenance operations required will be determined by City staff; the furnishing of water required for the flushing of sewer lines and appurtenant facilities; the furnishing of electricity is required for the operation of the sewer system and appurtenant facilities; repairs that are unforeseen and not normally included in the yearly maintenance cost, including repair of damage due to the normal or accidental damage to the system. Planned upgrades of the improvements that provide a direct benefit to the District could also be included in renovation costs for fiscal year 2013-2014, commencing July 1, 2013 and ending June 30, 2014.

SECTION 3. Public property owned by any public agency in the performance of a public function, which is included within the boundaries of the District, shall not be subject to assessment to be made under these proceedings to cover any of the costs and expenses of the improvements.

SECTION 4. The City Council hereby designates Willdan Financial Services as the engineer (the "Engineer") for the purpose of these proceedings and hereby authorizes and directs the Engineer to prepare and file with the City Clerk a written report in connection with these proceedings in accordance with the California Constitution.

RESOLUTION NO. _____
PAGE 2

A. Plans and specifications for the improvements, which shall indicate the class and type of improvements to be provided for each zone.

B. An estimate of the costs of the improvements for the 2013-2014 fiscal year, including all of the following:

1. the total cost of the improvements, including all incidental expenses;
2. the amount of any surplus or deficit in the Improvement Fund for the District to be carried over from the 2012/2013 fiscal year;
3. the amount of any contributions to be made from sources other than assessments levied pursuant to the Act; and
4. the net amount to be assessed upon assessable lands with the District, being the total cost of the improvements, increased or decreased as the case may be, by any surplus, deficit or contributions.

C. A diagram for the District showing all of the following:

1. the exterior boundaries of the District;
2. the boundaries of any zones within the District; and
3. the lines and dimensions of each lot or parcel of land within the District.

Each lot or parcel shall be identified by a distinctive number or letter. The lines and dimensions of each lot or parcel shown on the diagram shall conform to those shown on the County Assessor's Maps for the 2013-2014 fiscal year. The diagram may refer to the County Assessor's Maps for a detailed description of the lines and dimensions of any lots or parcels; in which case, those Maps shall govern for all details concerning the lines and dimensions of such lots or parcels.

D. An assessment of the estimated costs of the improvements for the 2013-2014 fiscal year, which shall do all of the following:

1. state the net amount to be assessed upon assessable lands within the District;
2. describe each assessable lot or parcel of land within the District; and
3. assess the net amount upon all assessable lots or parcels of land within the District by apportioning the amount among the several lots or parcels in proportion to the estimated benefits to be received by each lot or parcel from the improvements.

RESOLUTION NO. _____
PAGE 3

The assessment may refer to the County assessment roll for a description of the lots and parcels, in which case the roll shall govern for all details concerning the description of the lots or parcels.

SECTION 5. That copies of this resolution shall be filed in the offices of the City Manager, City Controller, City Clerk and Public Works Departments.

SECTION 6. That the Mayor shall sign and the City Clerk shall attest to the adoption of this resolution.

ADOPTED this _____ day of _____, 2013.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON

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

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

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

CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Public Works-Engineering

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE COMPTON SEWER SERVICE CHARGES FOR FISCAL YEAR 2013/2014 AND ORDERING THE PREPARATION OF AN ENGINEER’S REPORT PURSUANT TO THE MUNICIPAL IMPROVEMENT ACT OF 1913, DIVISION 12 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE

Glen Kau
DEPARTMENT MANAGER’S SIGNATURE

5/15/2013 3:49:24 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

5/16/2013 4:56:21 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

5/16/2013 4:41:18 PM
DATE

G. Harold Duffey
CITY MANAGER

5/16/2013 11:16:06 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.

May 21, 2013

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: GLEN W. C. KAU, DIRECTOR OF PUBLIC WORKS

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE PRELIMINARY ENGINEERING REPORT OF WILLDAN FINANCIAL SERVICES FOR THE CITY OF COMPTON'S SEWER SERVICE CHARGES FOR FISCAL YEAR 2013-2014

SUMMARY

A resolution approving the Preliminary Engineer's Report of Willdan Financial Services, for the City of Compton's Sewer Service Charges for fiscal year 2013/2014.

BACKGROUND

A preliminary Engineer's Report for the District has been prepared which sets forth the improvements and the proposed assessments and charges. These assessments and charges have been spread proportionately in accordance with the special benefits each property receives. In addition, this report is the Preliminary Engineer's Report, and is subject to review and comment prior to adoption. A public hearing on the District is to be set for June 11, 2013. This report maintains the changes from the previous year assessments.

STATEMENT OF THE ISSUE

These funds are required to operate the sewer collection system, in the City of Compton for fiscal year 2013/2014.

FISCAL IMPACT

There is no fiscal impact associated with this action.

RECOMMENDATION

Staff recommends adoption of this resolution.

#15.

May 21, 2013
Staff Report
Page Two

GLEN W. C. KAU, P.E.
**INTERIM DIRECTOR OF PUBLIC WORKS/
MUNICIPAL UTILITIES**

APPROVED FOR FORWARDING:

G. HAROLD DUFFEY
CITY MANAGER

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
APPROVING THE PRELIMINARY ENGINEERING REPORT OF
WILLDAN FINANCIAL SERVICES FOR THE CITY OF COMPTON'S
SEWER SERVICE CHARGE FOR FISCAL YEAR 2013/2014**

WHEREAS, the City Council pursuant to provisions of the California Constitution and provisions of the City of Compton Municipal Code (hereinafter referred to as the "Municipal Code") did by previous Resolution, order the preparation of the fiscal year 2013/2014 Engineer's Report for the Sewer Service Charge (hereinafter referred to collectively as the "Districts"), and

WHEREAS, the City Council pursuant to applicable provisions of the California Streets and Highways Code or Municipal Code proposes to levy and collect assessments and charges against lots and parcels of land within the Districts for the fiscal year 2013/2014, to pay the maintenance, servicing and operation of the improvements related thereto, and

WHEREAS, Willdan Financial Services (The designated Engineer) in accordance with the State Law and provisions of the Municipal Code, has prepared and filed with the City Clerk an Engineer's Report for fiscal year 2013/2014 and said report has been presented to the City Council and is incorporated herein by reference, and

WHEREAS, this City Council has examined and reviewed the Engineer's Report as presented, and is preliminarily satisfied with the description of the Districts, the improvements identified therein, each of the budget items and documents as set forth, and is satisfied that the proposed assessments and charges have been spread proportionately in accordance with the special benefit each property receives from the improvements, operation, maintenance and services to be performed, as set forth in said Engineer's Report or as modified by Council action and incorporated herein.

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

SECTION 1. The above recitals are true and correct.

SECTION 2. The Engineer's Report as presented is hereby approved pursuant to the California Constitution and provisions of the Municipal Code, and ordered to be filed in the Office of the City Clerk as a permanent record and to remain open to public inspection.

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

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

MAYOR OF THE CITY OF COMPTON

RESOLUTION NO. _____
PAGE 2

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON

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

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

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

CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Public Works-Engineering

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE PRELIMINARY ENGINEERING REPORT OF WILLDAN FINANCIAL SERVICES FOR THE CITY OF COMPTON'S SEWER SERVICE CHARGES FOR FISCAL YEAR 2013-2014

Glen Kau
DEPARTMENT MANAGER'S SIGNATURE

5/15/2013 3:49:50 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

5/16/2013 4:56:52 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

5/16/2013 4:42:00 PM
DATE

G. Harold Duffey
CITY MANAGER

5/16/2013 11:16:16 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.

May 21, 2013

TO: MAYOR AND CITY COUNCIL MEMBERS

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

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COMPTON DECLARING ITS INTENTION TO LEVY AND
COLLECT ASSESSMENTS AND CHARGES WITHIN THE
SEWER SERVICE CHARGES FOR FISCAL YEAR 2013/2014 AND
APPOINTING A TIME AND PLACE FOR A PUBLIC HEARING
TO BE HELD ON JUNE 11, 2013 @ 6:00 P.M.**

SUMMARY

A resolution of the City Council of the City of Compton declaring its intention to levy and collect assessments and charges within the Sewer Service Charges for fiscal year 2013/2014 and appointing a time and place for a public hearing to be held on June 11, 2013 @ 6:00 P.M.

BACKGROUND

Annually, the City is required by statute to prepare and adopt the Sewer Service Charge Assessments. This action is to declare the intention of the City Council to levy and collect assessments and charges within the Sewer Service Charge Assessments for fiscal year 2013/2014, and to set a date and time for the Public Hearing.

STATEMENT OF THE ISSUE

It is incumbent upon the City to declare its intention regarding the 2013/2014 Sewer Service Charge Assessments in order to raise revenue to fund services for maintenance of drainage, and to pay for sewer debt service (bonds) and maintenance.

FISCAL IMPACT

There is no fiscal impact associated with this action.

#16.

May 21, 2013

Staff Report

Page Two

RECOMMENDATION

Staff recommends approval of the attached resolution.

GLEN W. C. KAU, P.E.

INTERIM DIRECTOR OF PUBLIC WORKS/MUNICIPAL UTILITIES

APPROVED FOR FORWARDING:

G. HAROLD DUFFEY

CITY MANAGER

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS
AND CHARGES WITHIN THE SEWER SERVICE CHARGE FOR FISCAL
YEAR 2013/2014 AND APPOINTING A TIME AND PLACE FOR A PUBLIC
HEARING TO BE HELD ON JUNE 11, 2013 @ 6:00 P.M.**

WHEREAS, the City Council of the City of Compton has by previous resolution initiated proceedings for the levy and collection of assessments and charges against lots and parcels of land and the Sewer Service Charge (hereinafter referred to collectively as the “Districts”) for fiscal year 2013/2014; and

WHEREAS, the City Council of the City of Compton has ordered and received an Engineer’s Report for the Districts for fiscal year 2013/2014 which has been filed with the City Clerk pursuant to the California Constitution and the City of Compton Municipal Code (hereinafter referred to as the “Municipal Code”), and said report has been presented to the City Council; and

WHEREAS, the City Council is required to declare its intention to levy and collect assessments, and to levy and collect the Sewer Service Charges for fiscal year 2013/2014 and to set a public hearing on said assessments and charges.

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

SECTION 1. The above recitals are true and correct.

SECTION 2. The City Council of the City of Compton hereby finds that the improvements, the levy and collection of assessments and charges related thereto are in the public interest, convenience, and benefit of the property owners within the Districts. The City Council hereby declares its intention to order the District improvements and to levy and collect assessments against the lots and parcels of land within the assessment district sewer service charge, pursuant to the provisions of the California Constitution for fiscal year 2013/2014, commencing July 1, 2013 and ending June 30, 2014, to pay for the costs and expenses of the improvements described in Section 3 (a) hereof. The City Council furthermore declares its intention to order the improvements, levy and collect charges against the lots and parcels of land for the Sewer Service Charge pursuant to Municipal Code for fiscal year 2013/2014 commencing July 1, 2013 and ending June 30, 2014, to pay for the costs and expenses of the improvements described in Section 3 hereof.

SECTION 3.

(a) The Compton Sewer Service Charge improvements and services include but are not limited to the maintenance, operation and incidental expenses related to the sanitary sewer system such as mains and manholes; and the repayment of a portion of the annual payment on bonds previously issued for the reconstruction of the City’s sewer system.

(b) No substantial changes in the improvements or services are proposed for fiscal year 2013/2014. The Engineer’s Report for fiscal year 2013/2014 shall provide a more detailed description of the improvements and services provided by the Districts and shall describe any substantial changes or expansion of the improvements for which properties are assessed.

SECTION 4. The assessments and charges for fiscal year 2013/2014 are apportioned according to the method identified in the Engineer’s Report and are not proposed to increase from the assessments and charges approved and ordered for the previous fiscal year.

SECTION 5. Public property owned by any public agency in the performance of a public function, which is included within the boundaries of the Districts, shall not be subject to the assessment or charges to be made under these proceedings.

SECTION 6. Reference is hereby made to the Engineer’s Report entitled “City of Compton, Sewer Service Charge, fiscal year 2013/2014”, said Reports have been prepared and submitted under a single cover and are on file in the office of the City Clerk; provide a description of the improvements, the boundaries of the Districts, any Zones therein and the proposed assessments and charges upon lots and parcels of land within the Districts.

SECTION 7. *Notice is hereby given that on the 11th day of June 2013 at 6:00 P.M., a public hearing will be held in the Council Chambers of the City Hall, 205 South Willowbrook Avenue, Compton, California 90220, regarding the Sewer Service Charge for the fiscal year 2013/2014. The public hearing will afford interested persons the opportunity to hear and be heard.*

Any interested person may file a written protest with the City Clerk prior to the conclusion of the public hearing. A written protest shall state all grounds of objection. A protest by a property owner shall contain a description sufficient to identify the property owned by the signer thereof. The City Council shall consider all oral statements and written protests made or filed by any interested person.

Following such public hearing, the City Council shall consider and may take actions regarding the assessments and charges for fiscal year 2013/2014.

SECTION 8. The City Clerk is hereby authorized and directed to give notice of such public hearing as provided by law.

SECTION 9. The City Council hereby determines and declares that the proposed assessments and charges constitute a continuation of assessments and charges existing on the effective date of Article XIID, that the assessments are imposed exclusively to finance the maintenance and operation expenses for streets and the charges are imposed exclusively to finance maintenance and operation expenses of the public sewers and that the assessments and charges as presented are exempt from the requirements of Article XIID, Section 4 of the California Constitution.

SECTION 10. Copies of this resolution shall be filed in the offices of the City Manager, City Controller, City Clerk and Public Works Departments.

SECTION 11. 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. _____
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ATTEST:

CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON

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

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

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

CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Public Works-Engineering

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS AND CHARGES WITHIN THE SEWER SERVICE CHARGES FOR FISCAL YEAR 2013/2014 AND APPOINTING A TIME AND PLACE FOR A PUBLIC HEARING TO BE HELD ON JUNE 11, 2013 @ 6:00 P.M.

Glen Kau
DEPARTMENT MANAGER’S SIGNATURE

5/15/2013 3:50:16 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

5/16/2013 4:57:18 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

5/16/2013 4:42:46 PM
DATE

G. Harold Duffey
CITY MANAGER

5/16/2013 11:16:29 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.

