

NOTICE

COMPTON CITY COUNCIL AGENDA Tuesday, September 10, 2013 5:45 PM

HEARING(S)

OPENING

ROLL CALL

INTRODUCTION OF SPECIAL GUESTS

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

CONSENT AGENDA

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

APPROVAL OF MINUTES

REPORTS OF OFFICERS AND COMMISSIONS

PUBLIC WORKS-ENGINEERING

1. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT \$59,122 FROM THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (LACMTA) NATIONAL TRANSIT DATA (NTD) FUNDS, AMEND THE PUBLIC WORKS/MUNICIPAL UTILITIES BUDGET AND ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE LOS ANGELES METROPOLITAN TRANSPORTATION AUTHORITY FOR SUCCESSFULLY REPORTING TO THE NATIONAL TRANSIT DATABASE FOR FISCAL YEAR 2010-2011

2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE CONSTRUCTION OF THE GONZALES PARK GRADING AND DRAINAGE IMPROVEMENT PROJECT (CIP# 07-03) PERFORMED BY SIALIC CONTRACTORS CORPORATION DBA SHAWNAN , SANCTION STAFF TO FILE THE NOTICE OF COMPLETION WITH THE LOS ANGELES COUNTY RECORDER'S OFFICE, AND AUTHORIZE THE RELEASE OF THE CONTRACTOR'S RETENTION

END CONSENT AGENDA

REGULAR AGENDA

REPORTS OF OFFICERS, BOARDS, COMMISSIONS AND COMMITTEES

CITY MANAGER'S REPORT

CITY ATTORNEY'S REPORTS

UNFINISHED BUSINESS

NEW BUSINESS

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE SALARY RANGE FOR THE POSITION OF CHIEF BUILDING OFFICIAL
6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO EXECUTE A SERVICE AGREEMENT AND ISSUE A PURCHASE ORDER TO VERACITY WIRELESS, INC. (DBA) FIELD TECHNOLOGIES FOR GPS ANNUAL MONITORING FEES FOR FISCAL YEAR 2013-2014
7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON IN SUPPORT OF LOS ANGELES COUNTY'S REQUEST TO CONGRESS TO UPDATE THE FEDERAL VOTING RIGHTS ACT
8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON TO SUPPORT THE COUNTY OF LOS ANGELES' MOTION TO STATE LEGISLATORS TO STRENGTHEN PENALTIES FOR INDIVIDUALS CONVICTED OF SOLICITATION FOR PROSTITUTION AND FEDERAL SEX TRAFFICKING LAWS

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON TRANSFERRING FUNDS AND INCREASING THE MUNICIPAL LAW ENFORCEMENT SERVICES DEPARTMENT'S 2013/14 YEARS BUDGET AND AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER IN THE AMOUNT OF \$121,127.49 TO THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE EMPLOYMENT AGREEMENT OF GLENN HAROLD DUFFEY, CITY MANAGER

APPROVAL OF WARRANTS

11. Warrant #217485 - Date - 8/26/13 - Name - 1st PMF Bancorp - Services - Emergency Transportation & Basic Life Support - Amount - \$62,880.45
Requested by: Fire Department

Warrant #217616 - Date - 9/5/13 - Name - Mark Woods DBA Woods Consultants - Services - Media Services - Amount - \$20,000.00 - Requested by: City Manager's Office

Total Amount - \$82,880.45

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: Tuesday, September 17, 2013 @ 5:45 PM.

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September 10, 2013

TO: HONORABLE MAYOR AND CITY COUNCIL

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

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ACCEPT \$59,122 FROM THE
LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION
AUTHORITY (LACMTA) NATIONAL TRANSIT DATA (NTD) FUNDS,
AMEND THE PUBLIC WORKS/MUNICIPAL UTILITIES BUDGET AND
ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE
LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION
AUTHORITY FOR SUCCESSFULLY REPORTING TO THE NATIONAL
TRANSIT DATABASE FOR FISCAL YEAR 2010-2011**

SUMMARY

This resolution accepts Fifty Nine Thousand One Hundred Twenty Two Dollars (\$59,122) of the Los Angeles County Metropolitan Transportation Authority (LACMTA) National Transit Data (NTD) funds, amends the Fiscal Year 2013-2014 Public Works/Municipal Utilities Department budget, and authorizes the City Manager to enter into a Memorandum of Understanding with the LACMTA for successfully reporting to the National Transit Database for FY 2010-2011.

BACKGROUND

On November 14, 1980, the voters of the County of Los Angeles approved by majority vote Proposition A, an ordinance establishing a one-half percent sales tax for public transit purposes.

On September 26, 2001, the Los Angeles County Metropolitan Transportation Authority (LACMTA) authorized payment of Proposition A Discretionary Incentive Funds to each participating agency in an amount equal to the Federal funds generated for the region by each agency's reported data to the National Transit Database.

There are many cities that operate locally funded fixed route and dial-a-ride public transit services in Los Angeles County. Rather than have each city report data directly to the Federal Transit Administration (FTA), the Metropolitan Transportation Authority submits a consolidated National Transit Data report to the FTA on behalf of more than 45 cities. The data submitted by each of the local operators generates additional Federal Section 5307 capital funds to the region. Once Congress apportions the funds, MTA enters into Memorandum of Understandings with each city to make payment to each city for their share of the revenues generated for the Los Angeles County region.

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Each participating jurisdiction city is paid dollar-for-dollar for what their service generates for the Los Angeles County Region, minus the cost of the audit. The local funds provided through this MOU must be spent consistent with Proposition A and C Local Return Guidelines.

STATEMENT OF THE ISSUE

On June 20, 2012, LACMTA approved the FY 2012-2013 transit funding allocations, which included funds to make payments to all cities that voluntarily reported NTD data for FY 2010-2011.

Therefore, upon adoption of this resolution, the City Manager will sign a Letter of Agreement and Memorandum of Understanding with the Los Angeles County Metropolitan Transportation Authority which entitles the City of Compton to receive a grant of Fifty Nine Thousand One Hundred Twenty Two Dollars (\$59,122) for the City's participation in the National Transit Data Base development for fiscal year 2010-2011.

City Council authorization is required for the acceptance of grant funds and a budget amendment that will authorize the City Manager to appropriate Proposition A, Local Return Program Funds to the 2013-2014 Public Works/Municipal Utilities Department budget. City Council authorization is also necessary to enter into a Memorandum of Understanding with the LACMTA for successfully reporting to the NTD for FY 2010-2011.

ALTERNATIVE

The City of Compton desires to receive its portion of Proposition A Discretionary Incentive Funds entitled to each participating agency for submitting data to the National Transit Database.

FISCAL IMPACT

The City agrees that the expenditures of the Proposition A Discretionary Incentive funds will be used for projects that meet the eligibility, administrative, audit, and lapsing requirements of Proposition A and Proposition C Local Return guidelines which include the expenditures of funds deemed to be for public transit purposes to sustain or improve the quality and safety of and/or access to public transit by the general public or those requiring special public transit assistance. Funds will be appropriated as follows:

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REVENUES

Grant Funding sources include Federal Transit Administration, United States Department of Transportation (USDOT) and Federal Highway Administration.

Proposition A, Discretionary Incentive Grant Program

(MOU.PAICOMPT13) Account No. 2000-710-000-4269 \$59,122

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution.

**GLEN W.C. KAU, P.E., DIRECTOR
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 AUTHORIZING THE CITY MANAGER TO ACCEPT \$59,122 FROM THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (LACMTA) NATIONAL TRANSIT DATA (NTD) FUNDS, AMEND THE PUBLIC WORKS/MUNICIPAL UTILITIES BUDGET AND ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE LOS ANGELES METROPOLITAN TRANSPORTATION AUTHORITY FOR SUCCESSFULLY REPORTING TO THE NATIONAL TRANSIT DATABASE FOR FISCAL YEAR 2010-2011

WHEREAS, on November 14, 1980, the voters of the County of Los Angeles approved by majority vote, Proposition A, an ordinance establishing a one-half percent sales tax for public transit purposes; and

WHEREAS, at its September 26, 2001 meeting, the Los Angeles County Metropolitan Transportation Authority (LACMTA) authorized payment of Proposition A Discretionary Incentive Funds to each participating agency in an amount equal to the Federal funds generated for the region by each agency's reported data; and

WHEREAS, at its June 20, 2012 meeting, the LACMTA approved the Fiscal Year 2012-2013 transit fund allocations, which included funds to make payments to all cities that voluntarily reported NTD data for FY 2010-2011; and

WHEREAS, the City of Compton has been a participant in the LACMTA's Consolidated National Transit Database (NTD) Reporters Random Sampling Program for Fiscal Year 2010-2011 and has voluntarily submitted NTD data to the MTA for FY 2010-2011 which successfully passed the independent audit; and

WHEREAS, the City has been awarded funds under the Proposition A Discretionary Incentive Program for collecting and reporting data for the NTD from the Fiscal Year 2010-2011 Report Year; and

WHEREAS, the City agrees that the expenditures of the Proposition A Discretionary Incentive funds will be used for projects that meet the eligibility, administrative, audit, and lapsing requirements of Proposition A and Proposition C Local Return guidelines which include the expenditures of funds deemed to be for public transit purposes to sustain or improve the quality and safety of and/or access to public transit by the general public or those requiring special public transit assistance; and

WHEREAS, the Public Works/Municipal Utilities Department will accept the Fifty Nine Thousand One Hundred Twenty Two Dollars (\$59,122) from the Los Angeles County Metropolitan Transportation Authority National Transit Data Funds and amend the Public Works/Municipal Utilities Department's FY 2013-2014 budget; and

WHEREAS, LACMTA requires that the City of Compton execute a Memorandum of Understanding and that the City of Compton submit an invoice in the amount of Fifty Nine Thousand One Hundred Twenty Two Dollars (\$59,122) in order to receive payment.

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

SECTION 1. That the City Manager is hereby authorized to accept Los Angeles County Metropolitan Transportation Authority National Transit Data funds in the amount of \$59,122 and amend the Public Works/Municipal Utilities Department’s FY 2013-2014 budget to accept the funds in Account No. 2000-710-000-4269 for the additional expenditures and Account No. 2000 000 000 3579 for the increased revenues.

SECTION 2. That the City Manager, upon the advice and consent of the City Attorney is further authorized is to enter into a Memorandum of Understanding with the LACMTA regarding the collecting and reporting data for the NTD for Report Year 2011 and to submit an invoice in the amount of Fifty Nine Thousand One Hundred Twenty Two Dollars (\$59,122).

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

SECTION 4. That the Mayor shall sign and City Clerk attests to the adoption of this Resolution.

ADOPTED this _____ day of _____, 2013.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council 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

**PROPOSITION A DISCRETIONARY INCENTIVE GRANT PROGRAM
MEMORANDUM OF UNDERSTANDING
FOR COLLECTING AND REPORTING DATA FOR THE
NATIONAL TRANSIT DATABASE
FOR REPORT YEAR 2011**

This Memorandum of Understanding (MOU) is entered into as of May 22, 2013 by and between Los Angeles County Metropolitan Transportation Authority ("LACMTA") and the City of Compton (the "City").

WHEREAS, on November 14, 1980, the voters of the County of Los Angeles approved by majority vote Proposition A, an ordinance establishing a one-half percent sales tax for public transit purposes; and

WHEREAS, at its September 26, 2001 meeting, the LACMTA authorized payment of Proposition A Discretionary Incentive funds to each participating agency in an amount equal to the Federal funds generated for the region by each agency's reported data; and

WHEREAS, at its June 20, 2012 meeting, LACMTA approved the FY 2012-13 transit fund allocations, which included funds to make payments to all cities that voluntarily reported NTD data for FY 2010-11; and

WHEREAS, the City has been a participant in LACMTA's Consolidated National Transit Database (NTD) Reporters Random Sampling Program for Fiscal Year (FY) 2010-11 and has voluntarily submitted NTD data to the LACMTA for FY 2010-11 which successfully passed independent audit without findings; and

WHEREAS, the City has requested funds under the Proposition A Discretionary Incentive Program for collecting and reporting data for the NTD from the FY 2010-11 Report Year (the "Project"); and

WHEREAS, on May 2, 2013, the Federal Transit Administration (FTA) published in the Federal Register the FY 2012-13 Apportionments, Allocations, and Program Information including unit values for the data reported to the NTD; and

WHEREAS, the parties desire to agree on the terms and conditions for payment for the Project.

NOW, THEREFORE, LACMTA and the City hereby agree to the following terms and procedures:

ARTICLE 1. TERM

1.0 This Memorandum of Understanding ("MOU") will be in effect from July 1, 2012, through June 30, 2014 at which time all unused funds shall lapse.

ARTICLE 2. STANDARDS

- 2.0 To receive payment for the submittal of the FY 2010-11 NTD statistics, the City warrants that it:
- A. Adhered to the Federal Guidelines for collecting and Reporting NTD statistics;
 - B. Prepared and submitted the FY 2010-11 **ANNUAL NTD REPORT** of the City's fixed-route and/or demand response transit service to the LACMTA on or before September 30, 2011;
 - C. Allowed the LACMTA to assign an independent auditor to review the submitted FY 2010-11 NTD statistics for conformity in all material respects with the accounting requirements of the FTA as set forth in its applicable Uniform System of Accounts.

ARTICLE 3. PAYMENT OF FUNDS TO CITY

- 3.0 LACMTA shall pay the City for collecting and reporting FY 2010-11 NTD statistics. LACMTA shall pay the City for submitting the FY 2010-11 **ANNUAL NTD REPORT** for the applicable transit services as follows:

MOTOR BUS SERVICE

For City's motor bus service, LACMTA shall pay an amount equal to the 137,854 revenue vehicle miles reported by the City multiplied by the FTA unit value of \$.4133927 per revenue vehicle mile, plus the 702,469 passenger miles reported by the City squared, divided by the \$914,948 operating cost reported by the City, multiplied by the FTA unit value of \$.0090958 less the cost of the \$2,772 in audits paid by LACMTA. See Attachment A for detail.

- 3.1 The City shall submit one invoice to LACMTA prior to December 31, 2014, in the amount of **\$59,122** in order to receive its payment described above.

3.2 INVOICE BY CITY:Send invoice with supporting documentation to:

Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P. O. Box 512296
Los Angeles, CA 90051-0296
accountspayable@metro.net

Re: LACMTA MOU# MOU.PAICOMPT13 M.S. Pari Ahmadi (99-24-4)

ARTICLE 4. CONDITIONS

- 4.0 The City agrees to comply with all requirements specified by the FTA guidelines for reporting NTD statistics.
- 4.1 The City understands and agrees that LACMTA shall have no liability in connection with the City's use of the funds. The City shall indemnify, defend, and hold harmless LACMTA and its officers, agents, and employees from and against any and all liability and expenses including defense costs and legal fees and claims for damages of any nature whatsoever, arising out of any act or omission of the City, its officers, agents, employees, and subcontractors in performing the services under this MOU.
- 4.2 The City is not a contractor, agent or employee of LACMTA. The City shall not represent itself as a contractor, agent or employee of LACMTA and shall have no power to bind LACMTA in contract or otherwise.
- 4.3 The City agrees that expenditure of the Proposition A Discretionary Incentive funds will be used for projects that meet the eligibility, administrative, audit and lapsing requirements of the Proposition A and Proposition C Local Return guidelines most recently adopted by the LACMTA Board.
- 4.4 These expenditures will be subject to **AUDIT** as part of LACMTA's annual Consolidated Audit.

ARTICLE 5. REMEDIES

- 5.0 LACMTA reserves the right to terminate this MOU and withhold or recoup funds if it determines that the City has not met the requirements specified by the FTA for collecting and submitting NTD statistics through LACMTA.

ARTICLE 6. MISCELLANEOUS

- 6.0 This MOU constitutes the entire understanding between the parties, with respect to the subject matter herein.
- 6.1 The MOU shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original MOU or the same level of authority.

ARTICLE 7. CONTACT INFORMATION

- 7.0 LACMTA's Address:
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: Pari Ahmadi (99-24-4)
- 7.1 City's Address:
Compton
205 S. Willowbrook Ave.
Compton, CA 90220
Attn: Satra Zurita
szurita@comptoncity.org

Jurisdiction	MOU NUMBER	Mode	Number of Vehicles	Total Vehicle Miles	Total Vehicle Hours	Total Vehicle Revenue Miles	Total Vehicle Revenue Hours	Total Passenger Trips	Total Passenger Miles	Total Operating Costs	Total Paratransit Revenue	Net Contract Expenditures	\$ from VPM	\$ from Operating Costs	Cost of Audit	Total (\$ Due before Tier II Deduction)	Tier II Operator Deduction	Total (\$ Due to Jurisdiction)	
1 Alameda	MOLPAIDHMT13	MB	1	183,633	16,797	173,073	16,797	353,652	1,357,692	871,461	137,569	733,869	71,754	20,099	91,853	4,113	87,740		87,740
2 Alameda	MOLPAIDHMT13	MB	2	367,266	33,594	346,546	33,594	707,304	2,715,384	1,742,922	275,138	1,467,784	143,508	40,198	1,611,292	8,226	1,619,518		1,619,518
3 Alameda	MOLPAIDHMT13	MB	3	550,899	50,391	500,508	50,391	1,060,956	4,073,076	2,614,383	412,702	2,201,381	213,762	58,297	2,784,673	13,342	2,798,015		2,798,015
4 Alameda	MOLPAIDHMT13	MB	4	734,532	67,188	667,344	67,188	1,414,608	5,430,768	3,477,044	543,824	3,926,920	375,016	102,747	4,029,664	20,468	4,050,132		4,050,132
5 Baldwin Park	MOLPAIDHMT13	MB	5	288,141	26,212	261,929	26,212	563,141	2,107,284	1,344,142	212,794	1,134,488	112,794	31,512	1,247,200	5,880	1,253,080		1,253,080
6 Baldwin Park	MOLPAIDHMT13	MB	6	432,212	39,779	392,433	39,779	855,212	3,207,768	2,052,556	323,824	2,733,944	263,824	72,816	2,806,760	13,696	2,820,456		2,820,456
7 Bell Gardens	MOLPAIDHMT13	MB	7	101,208	9,679	91,529	9,679	203,208	769,764	486,536	77,333	409,205	39,833	10,946	429,041	2,048	431,089		431,089
8 Bell Gardens	MOLPAIDHMT13	MB	8	151,815	13,663	138,152	13,663	303,315	1,130,456	717,084	113,953	616,131	59,988	16,512	636,043	3,072	639,115		639,115
9 Bellflower	MOLPAIDHMT13	MB	9	76,027	5,184	70,843	5,184	152,027	569,768	355,736	57,333	298,403	28,933	8,000	306,333	1,512	307,845		307,845
10 Bellflower	MOLPAIDHMT13	MB	10	113,458	10,348	103,110	10,348	226,458	844,544	518,400	77,333	441,067	42,933	12,166	453,933	2,376	456,309		456,309
11 Burbank	MOLPAIDHMT13	MB	11	288,457	23,744	264,713	23,744	589,457	2,197,904	1,408,456	223,824	1,184,632	114,632	31,512	1,216,144	6,048	1,222,192		1,222,192
12 Calabasas	MOLPAIDHMT13	MB	12	155,306	14,155	141,151	14,155	312,306	1,155,768	743,414	113,953	630,461	61,953	17,216	647,677	3,360	651,037		651,037
13 Calabasas	MOLPAIDHMT13	MB	13	230,812	21,079	209,733	21,079	450,812	1,655,768	1,065,994	163,824	901,970	88,016	24,216	929,986	4,752	934,738		934,738
14 Carson	MOLPAIDHMT13	MB	14	167,472	15,767	151,705	15,767	337,472	1,230,456	802,984	123,824	679,160	65,936	18,216	697,376	3,536	700,912		700,912
15 Carson	MOLPAIDHMT13	MB	15	250,812	23,744	227,068	23,744	500,812	1,815,768	1,184,632	173,824	1,011,844	99,312	27,216	1,039,060	5,424	1,044,484		1,044,484
16 Carson	MOLPAIDHMT13	MB	16	374,532	34,591	339,941	34,591	744,532	2,773,076	1,798,544	275,138	2,522,938	240,632	66,144	2,589,080	13,342	2,602,422		2,602,422
17 Carson	MOLPAIDHMT13	MB	17	550,899	50,391	500,508	50,391	1,060,956	4,073,076	2,614,383	412,702	3,201,381	309,762	86,297	3,287,673	16,688	3,304,361		3,304,361
18 Compton	MOLPAIDHMT13	MB	18	155,306	14,155	141,151	14,155	312,306	1,155,768	743,414	113,953	630,461	61,953	17,216	647,677	3,360	651,037		651,037
19 Compton	MOLPAIDHMT13	MB	19	230,812	21,079	209,733	21,079	450,812	1,655,768	1,065,994	163,824	901,970	88,016	24,216	929,986	4,752	934,738		934,738
20 Compton	MOLPAIDHMT13	MB	20	350,812	32,638	318,174	32,638	686,812	2,515,768	1,632,000	243,824	1,389,944	136,936	37,824	1,426,768	7,680	1,434,448		1,434,448
21 Compton	MOLPAIDHMT13	MB	21	530,812	48,779	482,033	48,779	1,042,812	3,855,768	2,512,000	375,138	3,137,630	302,632	83,216	3,220,846	16,688	3,237,534		3,237,534
22 Compton	MOLPAIDHMT13	MB	22	710,812	65,379	645,433	65,379	1,397,812	5,115,768	3,364,000	500,138	4,663,862	445,724	124,216	4,788,078	24,216	4,812,294		4,812,294
23 Downey	MOLPAIDHMT13	MB	23	101,208	9,679	91,529	9,679	203,208	769,764	486,536	77,333	298,403	28,933	8,000	306,333	1,512	307,845		307,845
24 Downey	MOLPAIDHMT13	MB	24	151,815	13,663	138,152	13,663	303,315	1,130,456	717,084	113,953	616,131	59,988	16,512	636,043	3,072	639,115		639,115
25 El Monte	MOLPAIDHMT13	MB	25	83,966	7,016	76,950	7,016	164,966	605,768	388,800	57,333	331,435	32,016	9,312	343,447	1,824	345,271		345,271
26 El Monte	MOLPAIDHMT13	MB	26	125,812	11,524	114,288	11,524	250,288	915,768	571,236	86,824	484,412	46,936	13,072	501,348	2,640	503,988		503,988
27 El Monte	MOLPAIDHMT13	MB	27	183,633	16,797	166,836	16,797	363,633	1,357,692	871,461	137,569	733,869	71,754	20,099	805,623	4,113	810,736		810,736
28 Glendale	MOLPAIDHMT13	MB	28	890,655	83,375	807,280	83,375	1,714,655	6,375,768	4,140,000	616,768	5,529,000	531,000	147,824	5,676,824	29,424	5,706,248		5,706,248
29 Glendale	MOLPAIDHMT13	MB	29	1,345,812	124,591	1,221,221	124,591	2,646,221	9,775,768	6,375,768	916,000	8,459,768	814,000	223,824	8,683,592	44,216	8,727,808		8,727,808
30 Glendale	MOLPAIDHMT13	MB	30	2,030,812	188,779	1,842,033	188,779	3,932,033	14,375,768	9,512,000	1,363,768	12,948,000	1,240,000	337,824	13,185,824	69,424	13,255,248		13,255,248
31 Huntington Park	MOLPAIDHMT13	MB	31	113,458	10,348	103,110	10,348	226,458	844,544	518,400	77,333	298,403	28,933	8,000	306,333	1,512	307,845		307,845
32 Huntington Park	MOLPAIDHMT13	MB	32	167,472	15,767	151,705	15,767	337,472	1,230,456	802,984	123,824	679,160	65,936	18,216	697,376	3,536	700,912		700,912
33 Ladera Ranch	MOLPAIDHMT13	MB	33	40,846	3,660	37,186	3,660	83,186	305,768	192,584	28,933	163,655	16,016	4,912	178,567	912	179,479		179,479
34 Ladera Ranch	MOLPAIDHMT13	MB	34	61,208	5,518	55,690	5,518	122,208	445,768	277,560	41,216	234,544	22,816	6,400	240,952	1,216	242,168		242,168
35 Ladera Ranch	MOLPAIDHMT13	MB	35	91,632	8,376	83,256	8,376	184,632	675,768	423,440	62,824	312,616	30,416	8,400	321,016	1,632	322,648		322,648
36 Ladera Ranch	MOLPAIDHMT13	MB	36	133,222	12,156	121,066	12,156	263,222	965,768	602,600	86,824	515,776	50,016	14,000	530,784	2,640	533,424		533,424
37 Ladera Ranch	MOLPAIDHMT13	MB	37	193,222	17,776	175,446	17,776	380,222	1,405,768	918,000	137,768	1,277,000	124,000	34,000	1,311,000	6,816	1,317,816		1,317,816
38 Ladera Ranch	MOLPAIDHMT13	MB	38	283,222	26,196	257,026	26,196	543,222	2,005,768	1,322,000	193,768	1,812,000	176,000	48,000	1,860,000	9,600	1,869,600		1,869,600
39 Ladera Ranch	MOLPAIDHMT13	MB	39	403,222	37,476	365,746	37,476	770,222	2,875,768	1,892,000	283,768	2,609,000	252,000	68,000	2,677,000	13,760	2,690,760		2,690,760
40 Ladera Ranch	MOLPAIDHMT13	MB	40	583,222	53,676	529,546	53,676	1,123,222	4,155,768	2,714,000	412,768	3,742,232	358,000	98,000	3,840,232	20,000	3,860,232		3,860,232
41 Manhattan Beach	MOLPAIDHMT13	MB	41	152,540	13,960	138,580	13,960	303,540	1,115,768	712,000	103,953	611,047	59,988	16,512	628,043	3,072	631,115		631,115
42 Maywood	MOLPAIDHMT13	MB	42	56,482	5,102	51,380	5,102	112,482	405,768	253,200	37,333	215,865	20,936	6,400	222,265	1,120	223,385		223,385
43 Maywood	MOLPAIDHMT13	MB	43	84,941	7,724	77,217	7,724	169,941	615,768	388,000	57,333	331,435	32,016	9,312	343,447	1,824	345,271		345,271
44 Monterey Park	MOLPAIDHMT13	MB	44	250,247	23,036	227,211	23,036	489,247	1,815,768	1,184,632	173,824	1,011,844	99,312	27,216	1,039,060	5,424	1,044,484		1,044,484
45 Pasadena	MOLPAIDHMT13	MB	45	621,694	57,333	564,361	57,333	1,219,694	4,455,768	2,936,000	432,768	4,023,000	388,000	106,000	4,129,000	21,760	4,150,760		4,150,760
46 Pasadena	MOLPAIDHMT13	MB	46	916,694	84,591	832,103	84,591	1,796,694	6,605,768	4,364,000	641,768	6,024,000	576,000	156,000	6,180,000	32,000	6,212,000		6,212,000
47 Pasadena	MOLPAIDHMT13	MB	47	1,345,812	124,591	1,221,221	124,591	2,646,221	9,775,768	6,375,768	916,000	8,459,768	814,000	223,824	8,683,592	44,216	8,727,808		8,727,808
48 Pasadena	MOLPAIDHMT13	MB	48	2,030,812	188,779	1,842,033	188,779	3,932,033	14,375,768	9,512,000	1,363,768	12,948,000	1,240,000	337,824	13,185,824	69,424	13,255,248		13,255,248
49 Pasadena	MOLPAIDHMT13	MB	49	2,830,812	261,517	2,569,295	261,517	5,390,295	19,775,768	12,912,000	1,863,768	17,852,000	1,716,000	468,000	18,568,000	96,000	18,664,000		18,664,000
50 Santa Fe Springs	MOLPAIDHMT13	MB	50	21,245	1,948	19,297	1,948	42,245	155,768	96,536	14,632	81,136	7,936	2,300	88,036	4,400	92,436		92,436
51 South Gate	MOLPAIDHMT13	MB	51	188,696	17,223	171,473	17,223	375,696	1,395,768	907,000	137,768	1,258,000	124,000	34,000	1,302,000	6,816	1,308,816		1,308,816
52 South Gate	MOLPAIDHMT13	MB	52	283,696	26,196	257,500	26,196	543,696	2,005,768	1,322,000	193,768	1,812,000	176,000	48,000	1,860,000	9,600	1,869,600		1,869,600
53 South Pasadena	MOLPAIDHMT13	MB	53	35,016	3,228	31,788	3,228	69,016	255,768	159,200	23,824	131,944	12,816	3,600	135,544	7,040	142,584		142,584
54 West Covina	MOLPAIDHMT13	MB	54	176,108	16,236	159,872	16,236	345,108	1,265,768	816,000	123,824	692,184	67,936	18,800	710,080	3,680	713,760		713,760
55 West Covina	MOLPAIDHMT13	MB	55																

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Public Works-Engineering

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT \$59,122 FROM THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (LACMTA) NATIONAL TRANSIT DATA (NTD) FUNDS, AMEND THE PUBLIC WORKS/MUNICIPAL UTILITIES BUDGET AND ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE LOS ANGELES METROPOLITAN TRANSPORTATION AUTHORITY FOR SUCCESSFULLY REPORTING TO THE NATIONAL TRANSIT DATABASE FOR FISCAL YEAR 2010-2011

John Strickland
DEPARTMENT MANAGER’S SIGNATURE

8/5/2013 3:03:13 PM
DATE

REVIEW / APPROVAL

<LegalName>
CITY ATTORNEY

<LegalDate>
DATE

Stephen Ajobiewe
CITY CONTROLLER

8/22/2013 5:56:12 PM
DATE

G. Harold Duffey
CITY MANAGER

8/12/2013 7:07:33 PM
DATE

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

September 10, 2013

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: GLEN W.C. KAU, P.E., DIRECTOR OF PUBLIC WORKS/MUNICIPAL UTILITIES

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE CONSTRUCTION OF THE GONZALES PARK GRADING AND DRAINAGE IMPROVEMENT PROJECT (CIP# 07-03) PERFORMED BY SIALIC CONTRACTORS CORPORATION DBA SHAWNAN , SANCTION STAFF TO FILE THE NOTICE OF COMPLETION WITH THE LOS ANGELES COUNTY RECORDER'S OFFICE, AND AUTHORIZE THE RELEASE OF THE CONTRACTOR'S RETENTION

SUMMARY

It is recommended that the City Council accepts the construction of the Gonzales Park Grading and Drainage Improvement Project (CIP# 07-03) performed by Sialic Contractors Corporation, dba Shawnan as complete, and direct staff to file the appropriate Notice of Completion with the Los Angeles County Recorder's Office, and authorize release of the contractor's retention of 10%.

BACKGROUND

On May 10, 2011, pursuant to Resolution No. 23,313, City Council authorized a contract with Sialic Contractors Corporation dba Shawnan for the Gonzales Park Grading and Drainage Improvement Project for Seven Hundred Forty Seven Thousand Nine Hundred Fifty Three Dollars and Fifty Cents (\$747,953.50). Additionally, a contingency of up to \$74,795.35 was also included.

The work consisted of the removal of the existing asphalt pavement, curb and gutter, fencing, earth and landscaping including excavation of a retention pond, placement of fill and topsoil, placement of asphalt pavement, curb and gutter, stripping, signage, storm drainage system, storm water treatment and sanitary sewer improvements. Additional work was performed for landscape improvements which included installation of landscaping, a bioswale for erosion control, walking trails, walls, fences, irrigation and interpretive signage.

On July 23, 2013, City Council authorized the City Manager to amend the contract with Sialic Contractors Corporation, dba Shawnan for an additional \$149,300.01 to pay for three change orders. The change order items included:

- 1) Installation of drainage pipe, removal and replacement of concrete north of the gym.

Gonzales Park Grading and Drainage Improvement Project

September 10, 2013

Page Two

- 2) Baseball field irrigation, hydroseeding, and additional irrigation.
- 3) Additional colored concrete driveways, turf blocks & flagstones, and decomposed granite stabilizers.

All of the project work performed by the contractor has been completed in a satisfactory manner per the contract specifications.

STATEMENT OF THE ISSUE

While the project was under construction, in accordance with California Public Contracts Law and City practice, a retention amount equivalent to 10% was withheld from progress payments to insure satisfactory project completion.

Accordingly, staff recommends that the City Council accept the project as complete, direct staff to file the Notice of Completion with the Los Angeles County Recorder's Office, and authorize the release of the contractor's retention.

ALTERNATIVES

There are no alternatives. The contractor has fulfilled its contractual obligations per the project plans and specifications outlined in the bid proposal.

FINANCIAL IMPACT

There is no financial impact connected with release of the retention. The retention funds are held in an escrow account.

RECOMMENDATION

Staff recommends the adoption of the attached resolution.

**GLEN W.C. KAU, P.E.,
DIRECTOR OF PUBLIC WORKS/MUNICIPAL UTILITIES**

APPROVED FOR FORWARDING:

**G. HAROLD DUFFEY
CITY MANAGER**

**Gonzales Park Grading and Drainage Improvement Project
September 10, 2013
Page Two**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE CONSTRUCTION OF THE GONZALES PARK GRADING AND DRAINAGE IMPROVEMENT PROJECT (CIP# 07-03) PERFORMED BY SIALIC CONTRACTORS CORPORATION DBA SHAWNAN, SANCTION STAFF TO FILE THE NOTICE OF COMPLETION WITH THE LOS ANGELES COUNTY RECORDER’S OFFICE, AND AUTHORIZE THE RELEASE OF THE CONTRACTORS RETENTION

WHEREAS, on May 10, 2011, pursuant to Resolution No. 23,313, City Council authorized a contract with Sialic Contractors Corporation dba Shawnan for the construction of the Gonzales Park Grading and Drainage Improvement Project (CIP #07-03) in the amount of Seven Hundred Forty Seven Thousand Nine Hundred Fifty Three Dollars and Fifty Cents (\$747,953.50); and

WHEREAS, there was contingency authorized in the amount of up to \$74,953.35; and

WHEREAS, on July 23, 2013, pursuant to Resolution No. 23,805, City Council authorized an amendment to the contract between the City of Compton and Sialic Contractors Corporation dba Shawnan for \$149,300.01 to pay for three change orders; and

WHEREAS, the change order items included the installation of drainage pipes, removal and replacement of concrete north of the gym, ballfield irrigation and hydroseeding, additional irrigation, additional colored concrete driveways, turf blocks & flagstones, and degenerated granite stabilizers; and

WHEREAS, while the project was being conducted, in accordance with California Public Contracts Law, a retention amount equivalent to 10% was withheld from progress payments to ensure satisfactory completion; and

WHEREAS, the construction phase of the project has been 100% completed in a satisfactory manner at a final construction cost of \$897,253.51 which is within the amount authorized, and should be formally accepted.

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

SECTION 1. That the City Council of the City of Compton accepts the completion of the Gonzales Park Grading and Drainage Improvement Project (CIP #07-03), and authorizes staff to file a Notice of Completion with the County of Los Angeles Recorder’s Office and release the contractor’s retention.

SECTION 2. That certified copies of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk and Public Works/Municipal Utilities Department.

SECTION 3. That the Mayor shall sign and the City Clerk shall attest 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 Goodwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor, and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2013.

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

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

CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Public Works-Engineering

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE CONSTRUCTION OF THE GONZALES PARK GRADING AND DRAINAGE IMPROVEMENT PROJECT (CIP# 07-03) PERFORMED BY SIALIC CONTRACTORS CORPORATION DBA SHAWNAN , SANCTION STAFF TO FILE THE NOTICE OF COMPLETION WITH THE LOS ANGELES COUNTY RECORDER’S OFFICE, AND AUTHORIZE THE RELEASE OF THE CONTRACTOR’S RETENTION

<ManagersName>
DEPARTMENT MANAGER’S SIGNATURE

<ManagersDate>
DATE

REVIEW / APPROVAL

<LegalName>
CITY ATTORNEY

<LegalDate>
DATE

<ControllerName>
CITY CONTROLLER

<ControllerDate>
DATE

<CityManager>
CITY MANAGER

<CityManagerDate>
DATE

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

September 10, 2013

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE SALARY RANGE FOR THE POSITION OF CHIEF BUILDING OFFICIAL

SUMMARY

The City Council will consider a resolution amending the salary plan for the position Chief Building Official in the Department of Building and Safety.

BACKGROUND

In July 2012, the City Manager initiated an assessment of City departments to review organizational structure, staffing levels and business processes to identify areas of improvement and clearly outline levels of service. As a result of this assessment and a parallel examination of the best practices of other municipalities, it was apparent that the consolidation and reorganization of some department functions was in the best interest of the City to improve the delivery of core services. These organizational improvements were outlined to Council on October 16, 2012 in the City Manager's Fiscal Year 2012-2013 First Quarter Budget Report.

Compton City Charter Section 711 specifies the powers and duties of a designated Building Official. Pursuant to the requirements of this Charter section, the City Manager concluded that the classification for the position of Chief Building Official should be added to the Salary Plan to reflect the appropriate title and include the cohesive function of code enforcement. In May 2013, City Council modified the City's Position Classification Plan adopting the new classification of Chief Building Official.

STATEMENT OF ISSUE

The Department of Building and Safety is responsible for review and approval of building plans, inspection of construction and final issuance of building occupancy permits. The department also ensures that maintenance issues associated with homes and businesses are properly resolved. Professionals engaged in this work require an extensive technical understanding of codes relative to residential, commercial accessibility building requirements.

The City Manager has concluded that in order to attract and retain more well qualified applicants to the City, the salary for Chief Building Official must be increased to be competitive with other municipalities and commiserate with the additional duties associated with management of the City's code enforcement functions.

#5.

Chief Building Official
Amendment to Classification Plan
Staff Report
Page 2

The salary range for Chief Building Official should be amended as follows:

From: Range 178 - \$7,467.00 - \$8,755.00 monthly
\$89,604.00 - \$105,060.00 annually

To: Range 208 - \$10,065 - \$10,901.00 monthly
\$120,780.00 - \$141,648.00 annually

The City met and conferred with the AFSCME, Compton Management Employees' Association, Local #2325, on September 4, 2013, which ended without resolution.

ALTERNATIVE

If City Council does not adopt this resolution, the City will not be able to move forward with attracting and retaining well qualified applicants for its Chief Building Official.

FINANCIAL IMPACT

There funds are available to accommodate this salary amendment in the Building and Safety Department's 2013/2014 fiscal year budget in Account No. 1001-770-000-4101 as a result of salary savings.

RECOMMENDATION

It is recommended that the City Council adopt the attached Resolution authorizing the City Manager to amend the salary plan for the position of Chief Building Official.

G. HAROLD DUFFEY
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
APPROVING AN AMENDMENT TO THE SALARY RANGE FOR THE
POSITION OF CHIEF BUILDING OFFICIAL

WHEREAS, there is a need to amend the salary range for the position Chief Building Official; and

WHEREAS, currently the salary for Chief Building Official is below market as well as below other comparable cities similar to the City of Compton and not commiserate with the duties assigned to the position; and

WHEREAS, the City met and conferred with the AFSCME, Compton Management Employees’ Association, Local #2325, on September 4, 2013, which ended without resolution; and

WHEREAS, funds are available to accommodate this salary amendment in the Building and Safety Department’s 2013/2014 fiscal year budget in Account No. 1001-770-000-4101 as a result of salary savings.

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

SECTION 1. That the salary range for Chief Building Official shall be established as follows:

From: Range 178 - \$7,467.00 - \$8,755.00 monthly
\$89,604.00 - \$105,060.00 annually

To: Range 208 - \$10,065.00 - \$10,901.00 monthly
\$120,780.00 - \$141,648.00 annually

SECTION 2. That a duly certified copy of this Resolution shall be filed with the offices of the City Manager, City Controller, City Attorney, Human Resources and the Building and Safety Department.

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

ADOPTED this _____ day of _____, 2013.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

RESOLUTION NO. _____
PAGE 2

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

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

AYES: Council Members-
NOES: Council Members-
ABSENT: Council Members-
ABSTAIN: Council Members-

CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: City Management

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE SALARY RANGE FOR THE POSITION OF CHIEF BUILDING OFFICIAL

G. Harold Duffey
DEPARTMENT MANAGER’S SIGNATURE

8/29/2013 9:12:34 AM
DATE

REVIEW / APPROVAL

<LegalName>
CITY ATTORNEY

<LegalDate>
DATE

Stephen Ajobiewe
CITY CONTROLLER

9/5/2013 4:55:00 PM
DATE

G. Harold Duffey
CITY MANAGER

8/29/2013 1:30:08 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.

September 10, 2013

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

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

**RE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COMPTON AUTHORIZING THE CITY MANAGER TO EXECUTE
A SERVICE AGREEMENT AND ISSUE A PURCHASE ORDER
TO VERACITY WIRELESS, INC. (DBA) FIELD TECHNOLOGIES
FOR GPS ANNUAL MONITORING FEES FOR FISCAL YEAR
2013-2014**

SUMMARY

City Council will consider adopting a resolution authorizing the City Manager to execute a service agreement with and issue a purchase order to Veracity Wireless, Inc. dba Field Technologies for Fiscal Year 2013-2014 GPS annual monitoring fees in the total amount of \$40,119.60.

BACKGROUND

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

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

STATEMENT OF ISSUE

In order for the City to continue utilizing the GPS monitoring system services for the applicable 134 City vehicles, a purchase order is required to be issued for the annual monitoring fees for Fiscal Year 2013-14 in the amount of \$40,119.60.

#6.

Staff Report Re Resolution Issue Purchase Order
Veracity Wireless dba Field Technologies
Vehicle GPS Monitoring Services – FY 2013-2014
September 3, 2013

ALTERNATIVE

Unless this resolution is adopted, monitoring services for the GPS systems on the City vehicles will be discontinued.

FINANCIAL IMPACT

Funds are located in the Public Works 2013-2014 Fiscal Year budget in Account No. 6000 720 000 4226 in an amount not to exceed \$40,119.60. The current balance for the account is \$225,972.09 as of this writing.

RECOMMENDATION

Staff recommends the adoption of the attached Resolution.

GLEN W. C. KAU, P.E., DIRECTOR
PUBLIC WORKS AND MUNICIPAL UTILITIES DEPARTMENT

APPROVED FOR FORWARDING:

G. HAROLD DUFFEY
CITY MANAGER

GK:GHD:CJC:RAR:RC

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO EXECUTE A SERVICE
AGREEMENT AND ISSUE A PURCHASE ORDER TO VERACITY
WIRELESS, INC. (DBA) FIELD TECHNOLOGIES FOR GPS ANNUAL
MAINTENANCE FEES FOR FISCAL YEAR 2013-2014**

WHEREAS, the Public Works Department requests authorization to enter into an agreement and issue a purchase order to Veracity Wireless, Inc. dba Field Technologies for the purpose of paying monthly monitoring fees for GPS software system; and

WHEREAS, the GPS software system is used by the City to monitor driver activities throughout the day and will help to monitor productivity, accountability and safety for the City of Compton’s fleet; and

WHEREAS, the system displays each vehicle’s current location, duration, vehicle idling and unauthorized traveling in restricted areas or leave City limits; and

WHEREAS, in order for the City to continue to utilize the monitoring system for the 134 City vehicles, the City Council’s authorization is necessary.

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

SECTION 1. That the City Manager is hereby authorized to enter into an service agreement and issue a purchase order to Veracity Wireless, Inc. dba Field Technologies for GPS Software System annual monitoring fees for Fiscal Year 2013-2014 in an amount not to exceed \$40,119.60 (Forty Thousand One Hundred Nineteen Dollars and Sixty Cents).

SECTION 2. That funds to pay for monitoring service fees are available in Public Works Department’s 2013-2014 Fiscal Year budget in Account Number 6000 720 000 4226.

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

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

ADOPTED this _____ day of _____, 2013.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

RESOLUTION NO. _____
PAGE TWO

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

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

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

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

CITY CLERK OF THE CITY OF COMPTON

Product Order & Service Agreement**veracity wireless, inc.**

DATE: 8/9/13

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

Name: City of Compton

Address: 205 South Willowbrook Avenue

City, ST, Zip: Compton, CA. 90220

Phone: (310) 605-5505

Fax: (310) 761-1417

N/A

Comments or Special Instructions: Agreement for annual services

☐
☐

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

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
134	Annual FieldLogix GPS Monitoring Fees	\$299.40	\$40,119.60
	N/A	\$0.00	\$0.00
	N/A	\$0.00	\$0.00

Monthly Fees -12 Month Term

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
0	N/A	\$0.00	\$0.00
Total Monthly		\$0.00	

		SUBTOTAL	\$40,119.60
		SALES TAX	\$0.00
		SHIPPING & HANDLING	\$0.00
		TOTAL DUE	\$40,119.60

Name on Card		Credit Card Type	
Account Number		Expiration Date	
Billing Address		Zip	

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

Signature

Printed Name

Title

Date

THANK YOU FOR YOUR BUSINESS!

Office Use Only		
Order Taken By	Date	Invoice #

Terms & Conditions

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

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

2. Prices, Taxes, Payment: Any written price quotation, either pursuant to this Agreement or any other form, may become void unless accepted by Buyer within thirty (30) days of the date thereof, unless sooner revoked or rejected by Veracity Wireless, Inc. All prices quoted, all orders accepted, and all billings rendered may be exclusive of all shipping, federal, state and local withholding, excise, sales, use and similar taxes, fees, or charges imposed by any governmental authority on this transaction. Buyer will reimburse Veracity Wireless, Inc. for any such tax, fee or charge, at the time of sale. Terms of payment for parts and Equipment are balance due upon product shipment. All provided services will be invoiced monthly in advance. If payment for services is not automatically billed on a credit card account, terms of payment for the monthly services is due upon receipt. By submitting payment in check form Buyer is authorizing us to initiate an ACH debit in the amount of the check from the account on which Buyer has written the check. If we initiate such a debit, funds may be

withdrawn from the account on the same day Veracity Wireless, Inc. receives the check. Buyer's check will not be returned to Buyer, but Buyer will see a record of the transaction and the associated check number on Buyer's checking statement. If Buyer does not wish the check to be converted to an electronic debit, Buyer must use an alternate form of payment. In the event that payment is not received within a thirty (30) day period, any unpaid balance shall bear interest at the rate of 1 1/2 % per month, or the maximum amount allowed by law, if lower. The late charge shall be assessed for every month a balance remains unpaid and shall be prorated on a daily basis for each day the payment is overdue. Service billing will begin on the date on which Products have been installed in Buyer's assets or 90 days after product delivery, whichever occurs first. Veracity Wireless, Inc. may charge Buyer a fee of \$50.00 USD for any check returned due to insufficient funds. Veracity Wireless, Inc. may perform credit verification on Buyer, as Veracity Wireless, Inc. deems necessary in its discretion. The amount of credit may be changed or withdrawn completely by Veracity Wireless, Inc. at anytime. On any order for which credit is not extended by Veracity Wireless, Inc., shipment or delivery shall require, at Veracity Wireless, Inc.' election, cash with order (in whole or part), or C.O.D. or sight draft attached to the bill of lading or other shipping documents, and all costs of collection shall be paid by Buyer. If any proceeding is brought by or against Buyer under bankruptcy or insolvency laws, Veracity Wireless, Inc. shall be entitled to cancel any order by Buyer then outstanding. Veracity Wireless, Inc. may suspend or terminate service to Buyer, without liability, if Buyer breaches any portion of this Agreement, including nonpayment of fees due to Veracity Wireless, Inc. If Buyer has outstanding service invoices greater than thirty (30) days past due, Veracity Wireless, Inc. reserves the right to suspend Buyer's access to the service and may charge the Buyer a restoration fee to re-enable Buyer's access. Service fees will continue to accrue during service suspension period and are due after access is re-enabled. If Buyer has outstanding service invoices greater than sixty (60) days past due, Veracity Wireless, Inc. reserves the right to terminate services permanently and issue an invoice to Buyer for the Breach Payment. If Buyer promptly cures any such breach, Veracity Wireless, Inc. may, at its sole option, reactivate service upon payment by Buyer of Veracity Wireless, Inc.' most current restoration fee then in effect. Buyer is responsible for paying any collections costs incurred by Veracity Wireless, Inc. in its efforts to collect past due payments.

3. Cancellation, Term and Expiration: In the event that Veracity Wireless, Inc. terminates this Agreement for breach by Buyer, the parties agree that the damage suffered by Veracity Wireless, Inc. from such breach will be difficult to ascertain. As a result, upon such termination Buyer agrees to pay Veracity Wireless, Inc., as liquidated damages and not a penalty, a fee equivalent to the monthly

Buyer's Initials _____

service fees applicable to the remainder of the term of the Agreement (had the Agreement not been terminated earlier by Veracity Wireless, Inc. for Buyer's breach) at the then-current prices under this Agreement from the effective date of the termination (the "Breach Payment"). Buyer shall pay the Breach Payment to Veracity Wireless, Inc. net ten (10) days from date of final invoice. Buyer has the right to terminate this agreement, in writing, within the first thirty (30) days after product delivery if not satisfied with the service provided by Veracity Wireless, Inc. Upon receipt of such termination, (i) the Breach Payment shall not be invoiced; (ii) Buyer shall immediately remove all Products from Buyer's vehicles and return said Products to Veracity Wireless, Inc. within forty-five (45) days of Product delivery (all costs of removal and shipment shall be borne by Buyer and said Products shall be returned in "new" condition subject only to normal wear and tear); and (iii) upon receipt of the Products in accordance with Section 3 (ii) above, all sums paid by Buyer to Veracity Wireless, Inc. for GPS Locator Units, Activation fees, and additional in-vehicle equipment shall be refunded to Buyer within sixty (60) days. Products returned after forty-five (45) days of Product delivery are subject to a restocking fee. The restocking fee is calculated by multiplying the rate of one and one half percent (1.5%) times the total equipment purchase price times the number of days beyond the forty-five (45) day return period. Service fees for the period in which the Products were in use by Buyer are not refundable. Any return or "trial" agreement differing from the above stated policy must be in writing on the original Product Order and Service Agreement. The Commitment Term is displayed on page one (1) of the Product Order and Service Agreement. The Commitment Term commences individually for each GPS Locator Unit upon product installation or 90 days after product delivery, whichever occurs first. Upon the expiration of the initial Commitment Term, the Commitment Term will automatically renew for a one (1) year term, during which the monthly service fees will continue at the same rate as during the initial Commitment Term. Buyer, or Veracity Wireless, Inc., may elect to continue service on a month-to-month term after the initial Commitment Term if notice is given to Veracity Wireless, Inc., or the Buyer, in writing 60 days prior to the end of the initial Commitment Term. If Buyer, or Veracity Wireless, Inc., elects to continue service on a month-to-month basis, Veracity Wireless, Inc. has the right to increase the monthly service fees annually at a rate of 3.5% for any provided services. Buyer will receive 30 days notice of such price increases. Buyer may terminate service after the initial and successive Commitment Terms by submitting the termination request via fax or e-mail. Termination will take effect at the end of the billing cycle in which the termination request is received.

4. Installation: Veracity Wireless, Inc. or its assignees, agents and subcontractors will charge a nominal fee for a "Standard Installation" of the Products. The parties shall each make commercially reasonable efforts to schedule and complete "Standard Installation" of the products within fifteen (15) days of product delivery. Standard Installation includes installation of a purchased GPS Locator Unit in the

kick panel, trunk (interior locations), over cab area in cowl, under the front seat or behind the dashboard. Standard Installation includes the installation of the GPS Locator Unit along with any associated antennas and power harnesses. Standard Installation hours are between 8:00 a.m. and 6:00 p.m., Monday through Friday, Buyer's local time. For any installation that is not a Standard Installation, Buyer may be charged an incremental fee. Multiple visits to the same location or to multiple locations may incur additional fees. With Buyer's approval, in connection with the installation and maintenance of the Products, Veracity Wireless, Inc. or its assignees, agents and contractors may modify or alter, including without limitation drilling holes or making any other required modifications to Buyer's Equipment or vehicles required for Equipment installation. Veracity Wireless, Inc. will not be responsible for, and makes no assurances regarding, the restoration of Buyer's assets or vehicles to their unmodified or unaltered condition if the Products are removed from Buyer's assets or vehicles. Veracity Wireless, Inc.'s installation assignees, agents, and subcontractors are required to maintain sufficient business liability insurance. Buyer agrees to make claims for damages to vehicles or assets caused by installation and service work with the insurance provider of the installation service provider.

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

6. Title and Delivery: For orders consisting of fewer than 100 GPS Locator Units, Veracity Wireless, Inc. shall deliver the Products to a common carrier for shipment within twenty-one (21) business days of the Effective Date, unless otherwise agreed to in writing. For orders consisting of more than 100 GPS Locator Units, Veracity Wireless, Inc. shall deliver the Products to a common carrier for shipment within forty-five (45) business days of the Effective Date, unless otherwise agreed to in writing. Risk of loss shall pass to Buyer at the time the Products are delivered to the Buyer's designated delivery location by such common carrier. Veracity Wireless, Inc. shall not be liable for any delay in transportation of products. In the event of any default by Buyer, Veracity Wireless, Inc. may decline to

Buyer's Initials _____

make further shipments without in any way affecting its rights under this Agreement. Veracity Wireless, Inc. will not be charged with any liability for delay or non-delivery of Products, when caused by any cause beyond the reasonable control of Veracity Wireless, Inc.

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

8. Limited Warranty: We guarantee that commencing upon product delivery and during the period of your initial service agreement term, the Equipment will not have defects in material and workmanship and during the term: (a) Licensed Matter will be able to perform the data processing functions described in the applicable operating manuals and (b) Services will be provided in a workmanlike manner. We will either repair or replace any Equipment that is malfunctioning during the warranty term at our cost. This Warranty excludes coverage for damages to Equipment caused by vehicle-related electrical problems; physical tampering; water damage; lightening damage; theft or attempted theft; and damages caused by installation technicians not authorized by Veracity Wireless, Inc. This warranty is limited to GPS Locator Units and Veracity Wireless, Inc. does not warranty other Equipment provided to Buyer by Veracity Wireless, Inc. as such warranty is provided by the Original Equipment Manufacturer. Buyer can request documentation specifying the details of the Original Equipment Manufacturer warranty. All terms and rights of the Original Equipment Manufacturer warranty pass through to Buyer. Upon Buyer's request for installation and or repair services, Veracity Wireless, Inc. will issue a work order to an authorized technician to complete requested services. If Veracity Wireless, Inc. arranges the original Equipment installation, any fees for warranty covered repairs within the Limited Warranty term will be absorbed by Veracity Wireless, Inc. Veracity Wireless, Inc. will not reimburse Buyer for labor costs associated with removal and installation services to malfunctioning GPS Locator Units if Buyer (a) arranged for the original Equipment installation with a technician not authorized by

Veracity Wireless, Inc., and (b) if any non-authorized technician caused damages to the GPS Locator Units after the original Equipment installation. To make claims under this warranty during the Term, you must promptly notify us after you learn of the facts supporting the claim. While you are utilizing our services, we will assist you in troubleshooting non-functional GPS Locator Units and will dispatch a technician if requested. You will be billed at our current published service rates for any technician service work that is not covered by our Limited Warranty. Veracity Wireless, Inc. shall not issue refunds or credits for monthly service fees incurred for non-functioning Equipment during any time period prior to: (i) Buyer's completion of Veracity Wireless, Inc.' specified troubleshooting steps and (ii) Buyer's request for Veracity Wireless, Inc.' diagnosis and repair services of said Equipment. Nothing herein shall be construed as providing or intending to provide Veracity Wireless, Inc.' warranty to any customer(s) of Buyer. VERACITY WIRELESS, INC. MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS SOLD HEREUNDER. VERACITY WIRELESS, INC. EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE.

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

10. Buyer acknowledgements: Buyer acknowledges that (i) the GPS Locator Units are designed to store data while outside of a cellular data coverage area, however there is the possibility that all data may not be stored and retrieved by Buyer when within coverage or calling connectivity is restored; (ii) at times, data collected by the Products are not provided instantaneously and delays in receipt of data are normal; (iii) Product antennae should have an unobstructed view of the sky; (iv) the Products may not operate in enclosed spaces, in buildings, between tall buildings, underground or in canyons; (v) although portions of the Products (including the on-line service) may be encrypted, Products (including the on-line service) are capable of being intercepted without knowledge of or permission from Veracity Wireless, Inc. or our 3rd party providers by others;

Buyer's Initials _____

(vi) Veracity Wireless, Inc. shall arrange for cellular services required for Equipment to operate. Fees for services shall be included in Buyer's monthly charges from Veracity Wireless, Inc. However, Veracity Wireless, Inc. is not responsible for the terms, conditions or obligations arising from agreements between Buyer and any cellular network or airtime provider in connection with the Products or Services, if Buyer entered such an agreement independently of this agreement; (vii) If Buyer establishes a separate agreement with any cellular network or airtime provider, terms of cancellation between Buyer and its cellular network or airtime provider may differ from those included in Section 3 above. (viii) Veracity Wireless, Inc. assumes no responsibility for improper storage of data or information by Buyer or delivery of messages; and (ix) Buyer assumes the entire risk in downloading or otherwise accessing any data, information, files or other materials obtained from the website, even if Buyer has paid for or otherwise been provided virus protection services. (x) Location data will be stored on Veracity Wireless, Inc.' and/or our 3rd party service providers' websites and databases for a limited time period. Buyer is responsible for downloading and storing data before the limited time period elapses. Data will be archived from such websites and databases after the limited storage time period expires and require additional fees for retrieval. (xi) Veracity Wireless, Inc. and our 3rd party service providers reserve the right to limit or disable access to the website periodically for maintenance purposes. While most maintenance will be carried out during non-peak evening hours, there will be occasions where maintenance must be carried out during normal business hours.

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

12. Security, Transfer and Deactivation. The Equipment transmits your vehicles' and assets' locations and other specified information, and is associated with an account that includes personal information such as your name,

address, telephone number, email address, username and password. For your security you must not use username and password combinations to access our website that are also used for any other secured websites. This includes banking, credit card, and other financial websites. If you wish to transfer a GPS Locator Unit to another asset owned by you, you agree to have it moved from one asset to another asset in accordance with the most recent deactivation/transfer policy posted on our Site. The policy, which may change from time to time, currently provides that you agree to have it moved from one vehicle to another vehicle by an authorized technician, notify Veracity Wireless, Inc. that you are transferring your Product and Service by calling Veracity Wireless, Inc. at 1-888-803-0200. All historical location data that exists for the vehicle or asset being removed from the system may be deleted. The balance of your applicable subscription term will be transferred to the new vehicle.

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

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

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

16. Security Interest: Veracity Wireless, Inc. reserves, until full payment has been received, a purchase money security interest in the Products. Buyer agrees to execute any document appropriate or necessary to perfect the security interest of Veracity Wireless, Inc., or in the alternative,

Buyer's Initials _____

#6.

Veracity Wireless, Inc. may file this Agreement as a financing statement and/or chattel mortgage. AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

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

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

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

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

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

22. BUYER ACKNOWLEDGES THAT, AS WITH ANY MAPS OR DRIVING DIRECTIONS, BUYER SHOULD ALWAYS RECHECK DIRECTIONS AND DRIVING CONDITIONS FOR ACCURACY AND CONFIRM THAT THE ROAD STILL EXISTS, BE AWARE OF CONSTRUCTION AND OTHER HAZARDS AND FOLLOW ALL SAFETY PRECAUTIONS AND LAW. THE PRODUCTS AND THE SERVICE ARE TO BE USED ONLY AS AN AID IN PLANNING. 23. BY SIGNING THIS AGREEMENT, THE BUYER ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND

Buyer's Initials_____

SUMMARY**ALL DEVICES**

# DEVICES	134
TOTAL \$	\$40,119.60

OUTSTANDING INVOICES

<u>Serial# / Vehicle</u>	<u>Department</u>	<u>Amount</u>	<u>Invoice Date</u>
M8B2H73171677---310	Parks	\$299.40	7/1/2013
M8B2H73171196---206	Water	\$299.40	7/1/2013
M8B2H73292018---205	Water	\$299.40	7/1/2013
221RK70820325---123	Public Works	\$299.40	7/1/2013
221RL71102130---703	General Services	\$299.40	7/1/2013
M8B2H73171662---109	Public Works	\$299.40	7/1/2013
M812T71862014---706	General Services	\$299.40	7/1/2013
TOTAL		\$2,095.80	
# DEVICES	7		
Invoice Number	4948		

221RJ63121615---110	Public Works	\$299.40	8/1/2013
22BRA71291447---111	Public Works	\$299.40	8/1/2013
M8B2H73171107---130	Public Works	\$299.40	8/1/2013
M8B2H73251869---402	Not Assigned	\$299.40	8/1/2013
221RJ63210881---701	Not Assigned	\$299.40	8/1/2013
M8B2H73310733---316	Not Assigned	\$299.40	8/1/2013
M8B2H80423677---305	Not Assigned	\$299.40	8/1/2013
221RK70820036---304	Not Assigned	\$299.40	8/1/2013
M812O71431883---303	Not Assigned	\$299.40	8/1/2013
M8B2H80424802---302	Not Assigned	\$299.40	8/1/2013
M8B2H73350316---301	Not Assigned	\$299.40	8/1/2013
TOTAL		\$3,293.40	
# DEVICES	11		
Invoice Number	5536		

FUTURE INVOICES

<u>Serial# / Vehicle</u>	<u>Department</u>	<u>Amount</u>	<u>Invoice Date</u>
M8B2E71580945---126	Public Works	\$299.40	10/1/2013
M8B2H73251829---207	Not Assigned	\$299.40	10/1/2013
M812T71910847---201	Not Assigned	\$299.40	10/1/2013
M812R71451657---105	Public Works	\$299.40	10/1/2013
TOTAL		\$1,197.60	
# DEVICES	4		

N814C83440460 -- 208	Not Assigned	\$299.40	2/15/2014
N814C83441006 -- 131	Public Works	\$299.40	2/15/2014
N814C83440960 -- 133	Public Works	\$299.40	2/15/2014
N814C83440786 -- 134	Public Works	\$299.40	2/15/2014
N814C83440871 -- 306	Parks	\$299.40	2/15/2014
N814C83440802 -- 307	Parks	\$299.40	2/15/2014
N814C83440677 -- 312	Not Assigned	\$299.40	2/15/2014
N814C83440475 -- 320	Parks	\$299.40	2/15/2014
TOTAL		\$2,395.20	
# DEVICES	8		

#6.

N814C83440755 -- 132	Public Works	\$299.40	3/1/2014
	TOTAL	\$299.40	
	# DEVICES	1	
M8B2H73350891---508	MLES	\$299.40	5/1/2014
M812T71761426---507	MLES	\$299.40	5/1/2014
M8B2G72332562---506	MLES	\$299.40	5/1/2014
M812R71451204---505	MLES	\$299.40	5/1/2014
M8B2F71941709---504	MLES	\$299.40	5/1/2014
M8B2E71860546---503	MLES	\$299.40	5/1/2014
M8B2E71862959---502	MLES	\$299.40	5/1/2014
M8B2E71861051---501	MLES	\$299.40	5/1/2014
M812T71761225---535	MLES	\$299.40	5/1/2014
M8B2F71941948---138	Public Works	\$299.40	5/1/2014
M8B2H73351466---137	Public Works	\$299.40	5/1/2014
M8B2H73351496---136	Public Works	\$299.40	5/1/2014
M8B2H73351221---532	MLES	\$299.40	5/1/2014
M8B2H73351793---531	MLES	\$299.40	5/1/2014
M8B2E71580197---530	MLES	\$299.40	5/1/2014
M8B2E71581132---529	MLES	\$299.40	5/1/2014
M8B2H73350824---528	MLES	\$299.40	5/1/2014
M8B2H73351012---527	MLES	\$299.40	5/1/2014
M8B2H73351522---526	MLES	\$299.40	5/1/2014
M8B2E71442977---525	MLES	\$299.40	5/1/2014
M8B2H73351183---524	MLES	\$299.40	5/1/2014
M8B2H73351066---523	MLES	\$299.40	5/1/2014
M8B2H73351292---522	MLES	\$299.40	5/1/2014
M812T71761504---521	MLES	\$299.40	5/1/2014
M812T71761439---520	MLES	\$299.40	5/1/2014
M8B2H73351798---519	MLES	\$299.40	5/1/2014
M8B2E71490510---534	MLES	\$299.40	5/1/2014
M812T71761424---533	MLES	\$299.40	5/1/2014
M8B2H73351794---216	Water	\$299.40	5/1/2014
M8B2E71590681---215	Water	\$299.40	5/1/2014
M8B2H73351204---213	Water	\$299.40	5/1/2014
M8B2H73300111---209	Water	\$299.40	5/1/2014
M8B2H73351364---202	Water	\$299.40	5/1/2014
M8B2H73251758---129	Public Works	\$299.40	5/1/2014
M8B2H73350746---119	Public Works	\$299.40	5/1/2014
M8B2H73251910---112	Public Works	\$299.40	5/1/2014
M8B2G72571167---106	Public Works	\$299.40	5/1/2014
M8B2H73292654---104	Public Works	\$299.40	5/1/2014
M8B2E71862200---102	Public Works	\$299.40	5/1/2014
M8B2E71490560---120	Public Works	\$299.40	5/1/2014
M8B2H73351209---115	Public Works	\$299.40	5/1/2014
M812T72850146---319	Parks	\$299.40	5/1/2014
M8B2E71861622---311	Parks	\$299.40	5/1/2014
M8B2E71861213---315	Parks	\$299.40	5/1/2014
M8B2G72551937---314	Parks	\$299.40	5/1/2014
M8B2E71591558---309	Parks	\$299.40	5/1/2014
M812T71760272---318	Parks	\$299.40	5/1/2014

M812R71451687---317	Parks	\$299.40	5/1/2014
M812O71411929---313	Parks	\$299.40	5/1/2014
M812T71760775---308	Parks	\$299.40	5/1/2014
M812T71862582---606	Building & Safety	\$299.40	5/1/2014
M8B2H73170773---605	Building & Safety	\$299.40	5/1/2014
M8B2F71951922---538	Building & Safety	\$299.40	5/1/2014
M8B2G72840789---603	Building & Safety	\$299.40	5/1/2014
M8B2F71950475---602	Building & Safety	\$299.40	5/1/2014
M8B2E71861511---601	Building & Safety	\$299.40	5/1/2014
M812O71430033---901	Housing	\$299.40	5/1/2014
M8B2F71942051---708	General Services	\$299.40	5/1/2014
221RL70951381---707	General Services	\$299.40	5/1/2014
M8B2H73351112---705	General Services	\$299.40	5/1/2014
M812R71452956---704	General Services	\$299.40	5/1/2014
M812R71451484---802	CRA	\$299.40	5/1/2014
M812T71761577---801	CRA	\$299.40	5/1/2014
M812T71912573---439	Fire	\$299.40	5/1/2014
M8B2E71491334---435	Fire	\$299.40	5/1/2014
M812T71760848---217	Water	\$299.40	5/1/2014
M8B2F71980146---117	Public Works	\$299.40	5/1/2014
M8B2G72332749---116	Public Works	\$299.40	5/1/2014
M8B2E71491029---114	Public Works	\$299.40	5/1/2014
M8B2E71582846---139	Public Works	\$299.40	5/1/2014
M8B2H73312927---3	Not Assigned	\$299.40	5/1/2014
M8B2F71952682---203	Water	\$299.40	5/1/2014
M8B2E71861112---902	Housing	\$299.40	5/1/2014
M8B2E71861218---121	Public Works	\$299.40	5/1/2014
M8B2F71952524---214	Water	\$299.40	5/1/2014
M8B2E71860209---212	Water	\$299.40	5/1/2014
M812O71431801---211	Water	\$299.40	5/1/2014
M8B2F71980399---210	Water	\$299.40	5/1/2014
M8B2G72571382---204	Water	\$299.40	5/1/2014
M812T71861907---135	Public Works	\$299.40	5/1/2014
M8B2E71862439---128	Public Works	\$299.40	5/1/2014
M812T71910837---127	Public Works	\$299.40	5/1/2014
M812T72851051---125	Public Works	\$299.40	5/1/2014
M812R71452176---124	Public Works	\$299.40	5/1/2014
M812T72831600---122	Public Works	\$299.40	5/1/2014
M8B2E71490999---118	Public Works	\$299.40	5/1/2014
M812T71910958---113	Public Works	\$299.40	5/1/2014
M8B2E71481288---108	Public Works	\$299.40	5/1/2014
M8B2F71950539---107	Public Works	\$299.40	5/1/2014
M8B2E71860944---103	Public Works	\$299.40	5/1/2014
M8B2G72371248---101	Public Works	\$299.40	5/1/2014
M812T71760950---513	MLES	\$299.40	5/1/2014
M8B2F71952313---401	Fire	\$299.40	5/1/2014
M812T72850494---400	Fire	\$299.40	5/1/2014
221RJ63212748---518	MLES	\$299.40	5/1/2014
M8B2E71582779---517	MLES	\$299.40	5/1/2014
M8B2E71862219---516	MLES	\$299.40	5/1/2014
M8B2G72550269---515	MLES	\$299.40	5/1/2014
M812O71392163---514	MLES	\$299.40	5/1/2014

#6.

M8B2E71581565---512	MLES	\$299.40	5/1/2014
M8B2F71360128---511	MLES	\$299.40	5/1/2014
221RJ63220360---510	MLES	\$299.40	5/1/2014
M812O71442733---509	MLES	\$299.40	5/1/2014
	TOTAL	\$30,838.20	
	# DEVICES	103	

RESOLUTION SIGN-OFF FORM

DEPARTMENT:

Public Works-Engineering

RESOLUTION TITLE:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO EXECUTE A SERVICE AGREEMENT AND ISSUE A PURCHASE ORDER TO VERACITY WIRELESS, INC. (DBA) FIELD TECHNOLOGIES FOR GPS ANNUAL MONITORING FEES FOR FISCAL YEAR 2013-2014

Glen Kau

DEPARTMENT MANAGER’S SIGNATURE

8/26/2013 10:14:48 AM

DATE

REVIEW / APPROVAL

<LegalName>

CITY ATTORNEY

<LegalDate>

DATE

<ControllerName>

CITY CONTROLLER

<ControllerDate>

DATE

G. Harold Duffey

CITY MANAGER

8/27/2013 6:21:04 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.

September 10, 2013

TO: HONORABLE MAYOR CITY COUNCIL MEMBERS

FROM: CITY ATTORNEY

**RE: A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF COMPTON IN SUPPORT OF LOS
ANGELES COUNTY'S REQUEST TO CONGRESS
TO UPDATE THE FEDERAL VOTING RIGHTS ACT**

SUMMARY

This resolution request City Council to support the Los Angeles County Board of Supervisors' request to Congress to pass legislation to update and restore Section IV of the Federal Voting Rights Act.

BACKGROUND

The 1963 March on Washington D.C. was a watershed event that set the stage for Congress to enact the Voting Rights Act of 1965, giving the federal government the power to enforce the 14th, 15th and 19th Amendments to the United States Constitution. Since the passage of the Voting Rights Act in 1965, it has been extended by Congress no fewer than four times (1970, 1975, 1982, and 2006).

On June 25, 2013, in *Shelby County v. Holder*, a divided Supreme Court struck down Section 4, a key provision of the Voting Rights Act as unconstitutional. Section 4, known as the coverage formula, identifies the regions of the country that permit the U.S. Department of Justice to review and pre-clear changes to voting laws within those jurisdictions that may have a discriminatory impact or effect.

"Preclearance" relies on the federal government to prevent discrimination in advance, rather than resorting to litigation that might not resolve until long after ballots are cast. "Preclearance" also gives the federal government the authority to protect minority voting rights in jurisdictions with long histories of disenfranchisement and discrimination.

STATEMENT OF THE ISSUE

The United States Supreme Court majority ruled that Congress failed to update Section 4 formula, consequently invalidating the provision of the Voting Rights

#7.

Act that permits federal preclearance in those jurisdictions where Congress found extensive evidence of continuing discrimination and racially polarized voting.

Several states, previously subject to “preclearance”, have announced their intention to enact restrictive voter identification laws and redistricting plans that will have a disproportionately disparate and adverse impact on low-income, minority voters. The United States Supreme Court’s ruling in *Shelby County v. Holder*, thus places minority voting rights in jeopardy.

On August 27, 2012, the Los Angeles County Board of Supervisors passed legislation in support and requesting immediate passage of Federal legislation, to update and restore Section 4 of the Voting Rights Act. The City of Compton is in support of the County of Los Angeles’s support and request for immediate passage of Federal legislation, to update and restore section 4 of the Voting Rights Act.

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDATION

Staff recommends that the attached Resolution supporting the County of Los Angeles Board of Supervisors’ support and request for immediate passage of Federal legislation updating and restoring the Voting Rights Act be adopted.

CRAIG J. CORNWELL
CITY ATTORNEY

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COMPTON IN SUPPORT OF LOS ANGELES COUNTY'S
REQUEST TO CONGRESS TO UPDATE THE FEDERAL
VOTING RIGHTS ACT**

WHEREAS, the 1963 March on Washington D.C. was a watershed event that set the stage for Congress to enact the Voting Rights Act of 1965, giving the federal government the power to enforce the 14th, 15th and 19th Amendments to the United States Constitution; and

WHEREAS, since the passage of the Voting Rights Act in 1965, it has been extended by Congress no fewer than four times (1970, 1975, 1982, and 2006); and

WHEREAS, on June 25, 2013, in *Shelby County v. Holder*, a divided Supreme Court struck down Section 4, a key provision of the Voting Rights Act as unconstitutional. Section 4, known as the coverage formula, identifies the regions of the country that permit the U.S. Department of Justice to review and pre-clear changes to voting laws within those jurisdictions that may have a discriminatory impact or effect; and

WHEREAS, “preclearance” relies on the federal government to prevent discrimination in advance, rather than resorting to litigation that might not resolve until long after ballots are cast. “Preclearance” also gives the federal government the authority to protect minority voting rights in jurisdictions with long histories of disenfranchisement and discrimination; and

WHEREAS, the United States Supreme Court majority ruled that Congress failed to update Section 4 formula, invalidating the provision of the Voting Rights Act that permits federal preclearance in those jurisdictions where Congress found extensive evidence of continuing discrimination and racially polarized voting; and

WHEREAS, Several states, previously subject to “preclearance”, have announced their intention to enact restrictive voter identification laws and redistricting plans that may have a disproportionately disparate and adverse impact on low-income, minority voters.

WHEREAS, the United States Supreme Court’s ruling in *Shelby County v. Holder*, thus places minority voting rights in jeopardy; and

WHEREAS, on August 27, 2012, the Los Angeles County Board of Supervisors passed legislation requesting immediate passage of Federal legislation, to update and restore Section 4 of the Voting Rights Act; and

WHEREAS, the City of Compton stands in support of the County of Los Angeles Board of Supervisors’ motion for immediate passage of Federal legislation, to update and restore section 4 of the Voting Rights Act.

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

SECTION 1. That the City of Compton is in support of the Los Angeles County’s request to Congress to update the Federal Voting Rights Act.

SECTION 2. That City Council directs the City Manager to forward a copy of this Resolution to the Los Angeles County Board of Supervisors and to the City’s Federal Legislative Representatives.

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

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

RESOLUTION NO. _____
Page 2 of 2

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 said City, 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

September 10, 2013

TO: MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: CITY ATTORNEY'S OFFICE

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF COMPTON TO SUPPORT THE COUNTY OF
LOS ANGELES' MOTION TO STATE LEGISLATORS
TO STRENGTHEN PENALTIES FOR INDIVIDUALS
CONVICTED OF SOLICITATION FOR
PROSTITUTION AND FEDERAL SEX TRAFFICKING
LAWS

BACKGROUND

The County of Los Angeles has made a Motion to urge state legislators to strengthen penalties for violators of California Penal Code Section 647(b). The County of Los Angeles has requested the following amendments:

- A. Amend California Penal Code Sec. 647(b) to make the penalty for an individual who agrees to engage in or who engages in any act of paying for sex (i.e., "John") a felony rather than a misdemeanor if the person being paid for sex is under the age of eighteen years old;
- B. Require violators of Penal Code Sec. 647(b) as amended to register as sex-offenders;
- C. Increase the fines for violators of Penal Code Sec. 647(b) as amended from up to \$1,000 to a minimum of \$10,000;
- D. Require asset forfeiture where necessary to pay the fine;
- E. Require that a significant portion of the funds recovered from an individual convicted of soliciting prostitution go to fund services for the sexual trafficking of children; and

#8.

- F. Mandate that a conviction under Penal Code Sec. 647(b) as amended will result in the disclosure of the offender's home address and other information on the Megan's Law website.

The protection of our children is paramount and California should have the toughest laws in this nation that are designed to deter individuals from sexually exploiting children. The County of Los Angeles has also urged Congress to pass a bi-partisan federal bill H.R. 2805: End Sex Trafficking Act of 2013 which will strengthen federal laws against child sex trafficking.

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDATION

Staff recommends that City Council adopt the attached resolution.

CRAIG J. CORNWELL
CITY ATTORNEY

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON TO SUPPORT THE COUNTY OF LOS ANGELES’ MOTION TO STATE LEGISLATORS TO STRENGTHEN PENALTIES FOR INDIVIDUALS CONVICTED OF SOLICITATION FOR PROSTITUTION AND FEDERAL SEX TRAFFICKING LAWS

WHEREAS, the County of Los Angeles has made a Motion to urge state legislators to strengthen penalties for violators of California Penal Code Section 647(b); and

WHEREAS, the County of Los Angeles has requested the following amendments:

- A. Amend California Penal Code Sec. 647(b) to make the penalty for an individual who agrees to engage in or who engages in any act of paying for sex (i.e., “John”) a felony rather than a misdemeanor if the person being paid for sex is under the age of eighteen years old;
- B. Require violators of Penal Code Sec. 647(b) as amended to register as sex-offenders;
- C. Increase the fines for violators of Penal Code Sec. 647(b) as amended from up to \$1,000 to a minimum of \$10,000;
- D. Require asset forfeiture where necessary to pay the fine;
- E. Require that a significant portion of the funds recovered from an individual convicted of soliciting prostitution go to fund services for the sexual trafficking of children; and
- F. Mandate that a conviction under Penal Code Sec. 647(b) as amended will result in the disclosure of the offender’s home address and other information on the Megan’s Law website.

WHEREAS, the protection of our children is paramount and California should have the toughest laws in this nation that are designed to deter individuals from sexually exploiting children; and

WHEREAS, the County of Los Angeles has also urged Congress to pass a bi-partisan federal bill H.R. 2805: End Sex Trafficking Act of 2013 which will strengthen federal laws against child sex trafficking.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMPTON HEREBY RESOLVES:

SECTION 1. That the City Council of the City of Compton does hereby support the County of Los Angeles’ Motion to urge state legislators to strengthen penalties for violations of California Penal Code Section 647(b).

SECTION 2. That the City Council of the City of Compton does hereby support the County of Los Angeles’ Motion to urge Congress to pass federal bill H.R. 2805.

SECTION 3. That the City Council directs the City Manager to send a copy of this resolution to the City of Compton’s state and federal legislators as well as the Los Angeles County Board of Supervisors.

SECTION 4. That a certified copy of this Resolution shall be filed in the offices of the City Manager and City Clerk.

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

ADOPTED this _____ day of _____, 2013.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON

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

That said resolution was adopted by the following vote:

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

CITY CLERK OF THE CITY OF COMPTON

September 10, 2013

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: JON THOMPSON, INTERIM DIRECTOR
MUNICIPAL LAW ENFORCEMENT SERVICES DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON TRANSFERRING FUNDS AND INCREASING THE MUNICIPAL LAW ENFORCEMENT SERVICES DEPARTMENT'S 2013/14 YEAR BUDGET AND AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER IN THE AMOUNT OF \$121,127.49 TO THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

SUMMARY

This resolution will authorize the transfer of funds and the issuance of a purchase order in the amount of \$121,127.49 to the Los Angeles County Sheriff's Department.

BACKGROUND

The Supplemental Law Enforcement Services Fund (SLESF) Grant, also known as the Citizen's Option for Public Safety (COPS) Program, was signed into law in 1996. Since that time, the State has provided Supplemental Law Enforcement Services Fund allocations to local law enforcement agencies for front-line enforcement services.

In Fiscal Year 2000/01, legislation was passed to enhance public safety by ensuring the continuation of Supplemental Law Enforcement Services Fund (SLESF). The funds may be used for personnel and/or equipment, but shall not be used to supplant any existing funding for law enforcement services already provided by the City.

Legislation continues to stipulate the SLESF be used exclusively for front line law enforcement, to enhance prevention, intervention and suppression.

STATEMENT OF FACT

Supplemental Law Enforcement (SLES) Funds are used by the Municipal Law Enforcement Services Department for invoices for services that the Los Angeles County Sheriff's Department, Compton Station has rendered and will render for upcoming events for the 2013-2014 Fiscal Year.

The Supplemental Law Enforcement Services (SLES) Grant in the amount of \$121,127.49 (One Hundred Twenty-One Thousand, One Hundred Twenty-Seven Dollars and Forty-Nine Cents) will be used by the Los Angeles County Sheriff's Department, Compton Station, for law enforcement services, interventions, anti-gang, and community crime prevention activities. In order to use these funds, the Municipal

#9.

**Staff Report Transferring Funds/Increase MLES Budget
Issue Purchase Order to L.A. County Sheriff Department
September 10, 2013, page 2**

Law Enforcement Services Department is requesting to transfer the funds as followed:

<u>From</u>	<u>Description</u>	<u>Amount</u>
1033-000-000-3579	Revenue Prior Year	\$116,519.95
1033-000-000-3970	Revenue Prior Year	\$ 4,607.54
TOTAL		\$121,127.49

<u>To</u>	<u>Description</u>	<u>Amount</u>
1033-680-000-4269	Sheriff's Contract Services	\$121,127.49

FISCAL IMPACT

Adoption of this resolution will not have an impact on the General Fund for Fiscal Year 2013-2014, as there is no local match required.

ALTERNATIVE

If Council chooses not to approve this resolution, payments for Sheriff Department's invoices would have to come from the General Fund.

RECOMMENDATION

Staff recommends adoption the attached Resolution.

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

APPROVED FOR FORWARDING:

**G. HAROLD DUFFEY
CITY MANAGER**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON TRANSFERRING FUNDS AND INCREASING THE MUNICIPAL LAW ENFORCEMENT SERVICES DEPARTMENT’S 2013/14 YEAR BUDGET AND AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER IN THE AMOUNT OF \$121,127.49 TO THE LOS ANGELES COUNTY SHERIFF’S DEPARTMENT

WHEREAS, the Supplemental Law Enforcement Services Fund (SLESF) Grant, also known as the Citizen’s Option for Public Safety (COPS) Program, was signed into law in 1996. Since that time, the State has provided Supplemental Law Enforcement Services Fund allocations to local law enforcement agencies for front-line enforcement services; and

WHEREAS, Supplemental Law Enforcement (SLES) Funds are used by the Municipal Law Enforcement Services Department for invoices for services that the Los Angeles County Sheriff’s Department, Compton Station has rendered and will render for upcoming events for the 2013-2014 Fiscal Year; and

WHEREAS, the City of Compton has existing Supplemental Law Enforcement Services Funds, allocated pursuant to Assembly Bill 3229 in the amount of \$121,127.49 (One Hundred Twenty-One Thousand, One Hundred Twenty-Seven Dollars and Forty-Nine Cents) for law enforcement purposes; and

WHEREAS, in order to use these funds, the Municipal Law Enforcement Services Department must transfer the funds between accounts; and

WHEREAS, it is necessary to issue a purchase order to the Los Angeles Sheriff’s Department in order to pay for current and upcoming invoices for services rendered.

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

SECTION 1. That the City Manager is authorized to issue a purchase order in the amount of \$121,127.49 to the Los Angeles County Sheriff’s Department for utilization by the Compton Station for authorized law enforcement services.

SECTION 2. That funds shall transferred between accounts as followed:

<u>From</u>	<u>Description</u>	<u>Amount</u>
1033-000-000-3579	Revenue Prior Year	\$116,519.95
1033-000-000-3970	Revenue Prior Year	\$ 4,607.54
TOTAL		\$121,127.49
<u>To</u>	<u>Description</u>	<u>Amount</u>
1033-680-000-4269	Sheriff’s Contract Services	\$121,127.49

SECTION 3. That a certified copy of this Resolution shall be filed in the offices of the City Manager, City Controller, and the Municipal Law Enforcement Services Department.

Resolution No. _____
Page 2

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

ADOPTED this _____ day of _____, 2013.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

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

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

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

CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Law Enforcement

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON TRANSFERRING FUNDS AND INCREASING THE MUNICIPAL LAW ENFORCEMENT SERVICES DEPARTMENT’S 2013/14 YEARS BUDGET AND AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER IN THE AMOUNT OF \$121,127.49 TO THE LOS ANGELES COUNTY SHERIFF’S DEPARTMENT

Carl Houston
DEPARTMENT MANAGER’S SIGNATURE

8/22/2013 5:26:54 PM
DATE

REVIEW / APPROVAL

<LegalName>
CITY ATTORNEY

<LegalDate>
DATE

Stephen Ajobiewe
CITY CONTROLLER

8/28/2013 12:19:39 PM
DATE

G. Harold Duffey
CITY MANAGER

8/27/2013 6:17:07 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.

September 10, 2013

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: KELLY MONTGOMERY, (INTERIM) DIRECTOR
HUMAN RESOURCES DEPARTMENT

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF COMPTON AMENDING THE EMPLOYMENT
AGREEMENT OF GLENN HAROLD DUFFEY, CITY
MANAGER**

SUMMARY

Adoption of this Resolution will amend Sections 3.1 and 4.1 of the Employment Agreement between the City and the City Manager, Glenn Harold Duffey.

BACKGROUND

On July 17, 2012, the Compton City Council adopted Resolution No. 23,580, which approved a 35-month Employment Agreement with Glenn Harold Duffey to serve as City Manager of the City of Compton. One year later, the City Council met in Executive Session three consecutive weeks (July 9th, July 16th and July 23rd) for the purpose of reviewing and evaluating the performance of the City Manager during his first year.

STATEMENT OF ISSUE

In its review, the Council found the City Manager's performance to be acceptable, and indicated a desire to amend Sections 3.1 and 4.1 of the Employment Agreement.

Currently, Section 3.1 (Retirement) of the Employment Agreement provides that the City Manager shall be responsible for payment of his contributions to the Public Employees Retirement System ("PERS"). The City Council desires to amend this provision to reflect that the City shall be responsible for the payment of Mr. Duffey's contributions to the PERS, which is consistent with the City's policy for payment of the employee share of PERS for all other City employees.

Section 4.1 (Termination), Subsection 4.1.1(.2) of the Employment Agreement provides that if Mr. Duffey is terminated without cause after 12-months of employment, he's severance compensation is limited to the equivalent of 6-months salary. The City Council desires to delete this subsection (4.1.1.2) in its entirety and amend Subsection 4.1.1(.1) of the Employment Agreement to reflect that Mr. Duffey shall be entitled to receive the equivalent of 12-months salary as

#10.

**Staff Report Re Resolution Amending the Employment Agreement
Of Glenn Harold Duffey
September 10, 2013**

severance compensation - which is consistent with the industry standard for City Manager agreements - if the Agreement is terminated without cause at any time prior to its expiration.

ALTERNATIVE

The alternative would be to reject the proposed amendments despite the positive performance evaluation and internal and external disparities.

FISCAL IMPACT

The estimated fiscal impact of this proposed action is twofold:

- A cost to the Retirement Fund of approximately \$16,400 annually (Eight percent of base salary), but no impact to the General fund.
- A potential cost of \$102,500 to the General Fund in the event the Council makes a determination to terminate the Manager without cause. However, if no such action is anticipated, there would be no fiscal impact. The Employment Agreement states clearly that the City has no obligation to pay severance costs in the event the Manager is terminated for cause or separates voluntarily.

RECOMMENDATION

Staff recommends that Council adopt the attached Resolution.

**KELLY MONTGOMERY, (INTERIM) DIRECTOR
HUMAN RESOURCES DEPARTMENT**

APPROVED FOR FORWARDING:

**G. HAROLD DUFFEY
CITY MANAGER**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AMENDING THE EMPLOYMENT AGREEMENT OF GLENN HAROLD
DUFFEY, CITY MANAGER**

WHEREAS, on July 17, 2012, the Compton City Council adopted Resolution No. 23,580, approving a 35-month Employment Agreement with Glenn Harold Duffey to serve as City Manager of the City of Compton; and

WHEREAS, one year later, the City Council met in Executive Session three consecutive weeks (July 9th, July 16th and July 23rd) for the purpose of reviewing and evaluating the performance of the City Manager during his first year; and

WHEREAS, in its review, the City Council found the City Manager's performance to be acceptable and has indicated an intent to show its satisfaction with the one year performance of the City Manager by amending certain provisions of the Employment Agreement; and

WHEREAS, the parties desire to amend the original Employment Agreement to authorize the City to pay the City Manager's share of the California Public Employees Retirement System contribution; and

WHEREAS, the parties further desire to amend the original employment Agreement to authorize payment of 12-months severance compensation should the City Manager be terminated from his employment without cause prior to expiration of the Employment Agreement.

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

Section 1. That Section 3.1 of the Employment Agreement, approved by Resolution No. 23,580 on July 17, 2013, shall be amended to provide that the City shall be solely responsible for the payment of the City Manager's full contribution (Employer/Employee Shares) to the Public Employee's Retirement System (PERS) in accordance with the 2.7% at 55-retirement plan.

Section 2. That Section 4.1.1 (Termination Without Cause) of the Employment Agreement, approved by Resolution No. 23,580 on July 17, 2013, shall be amended to provide that if terminated any time prior to the expiration of the Employment Agreement, the City Manager shall be entitled to receive severance compensation equal to twelve (12) months salary.

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

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

ADOPTED this ____ day of _____, 2013.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

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

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

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

CITY CLERK OF THE CITY OF COMPTON

**AMENDMENT TO EMPLOYMENT AGREEMENT
BETWEEN
CITY OF COMPTON
AND
GLENN HAROLD DUFFEY
[Position: City Manager]**

This **AMENDMENT** is entered into by and between the City Council of the City of Compton (hereinafter "Council") on behalf of the City of Compton (hereinafter "City") and Glenn Harold Duffey (hereinafter "Duffey").

RECITALS

WHEREAS, on July 17, 2012, the City Council adopted Resolution No. 23,580, which approved a 35-month Employment Agreement between the city and Duffey for the position of City Manager of the City of Compton; and

WHEREAS, the Council has met in Executive Sessions three (3) consecutive weeks (i.e. July 9th, July 16th and July 23rd) for purposes of reviewing and evaluating the performance of Duffey during his first year of service; and

WHEREAS, the Council has found Duffey's performance to be acceptable and desire to amend the original Agreement to reflect its satisfaction with his performance; and

WHEREAS, by Resolution No. _____, adopted on July 30, 2013, the Council authorized an amendment to the Employment Agreement with Duffey to provide for the payment by the City of his employee share to the Public Employees Retirement System and for 12-months salary as severance compensation if he is terminated without cause.

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

AMENDMENTS

1. The parties agree to amend, in its entirety, **Section 3.1 – Retirement** of the original Employment Agreement to read as follows:

"3.1 Retirement. During the term of this Employment Agreement, the City shall pay Duffey's full contribution (Employer/Employee Shares) to the California Public Employees Retirement System ("P.E.R.S.") in accordance with the 2.7% at 55-retirement plan."

2. The parties agree to amend, in its entirety, **Section 4.1.1(.1) – Termination Without Cause** of the original Employment Agreement to read as follows:

"4.1.1 Termination Without Cause. Subsection .1 If terminated prior to the expiration of this Employment Agreement, Duffey shall be entitled to receive severance compensation equal to twelve (12) month's salary, in addition to the full

Amendment to Employment Agreement – Glenn Harold Duffey
City Manager Position
Resolution No. _____

monetary value of any earned but unused vacation leave accumulated during the period of his service pursuant to this Employment Agreement. Duffey's entitlement to earned, but unused sick leave accumulated during the period of his service shall be governed by those provisions applicable to Chief Executive Management Employees in the City service.

3. The parties agree to amend **Section 4.1.1(.2) – Termination Without Cause** of the original Employment Agreement by deleting it in its entirety.

4. Except as provided for above, all other terms and conditions of the Employment Agreement between the City and Duffey and any attachments and amendments thereto shall remain in effect.

IN WITNESS WHEREOF, the City Council of the City of Compton has authorized this amendment to the Employment Agreement to be effective beginning _____, 2013.

Glenn Harold Duffey

Dated: _____

CITY OF COMPTON

Dated: _____

Aja Brown, Mayor

Dated: _____

Janna Zurita, Council Member
District 1

Dated: _____

Isaac Galvan, Council Member
District 2

Dated: _____

Yvonne Arceneaux, Council Member
District 3

Dated: _____

Dr. Willie O. Jones, Council Member
District 4

Amendment to Employment Agreement – Glenn Harold Duffey
City Manager Position
Resolution No. _____

Approved as to form:

By _____
Craig J. Cornwell, City Attorney

Dated: _____

ATTEST:

Dated: _____

By _____
Alita Godwin, City Clerk

RESOLUTION SIGN-OFF FORM

DEPARTMENT: City Management

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE EMPLOYMENT AGREEMENT OF GLENN HAROLD DUFFEY, CITY MANAGER

Terrance C. Davis
DEPARTMENT MANAGER’S SIGNATURE

7/25/2013 7:57:17 AM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

7/25/2013 5:33:44 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

7/25/2013 5:13:57 PM
DATE

Terrance C. Davis
CITY MANAGER

7/25/2013 7:58:36 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.

WARRANTS APPROVED BY COUNCIL

<u>Warrant #</u>	<u>Date</u>	<u>Name</u>	<u>Services Provided</u>	<u>Amount</u>	<u>Amount Paid Year to Date</u>
217485	08/26/13	1 st PMF Bancorp	Emergency transportation and basic life Support	\$62,880.45	\$51,673.71

Requested by Fire Department

I hereby certify that the above demand in the amount of \$62,880.45 was approved at a regular meeting of the City Council and reject _____ as of September 10, 2013.

Council Member

Council Member

City Manager

I hereby certify that the Finance Committee at a regular meeting of the City Council on September 10, 2013 allowed the above demand.

Alita Godwin
City Clerk

PM FACTORS
PO BOX 1483
CULVER CITY, CA 90232

S01010
CITY OF COMPTON
201 S. ACACIA AVE.
COMPTON, CA 90220-

P-310/605-5670 F-310/632-8414

QUESTIONS?
Call Us at 1-866-257-6675



Invoice 024902 Date 07-25-2013

For the Pay Period Ending 07-19-2013
Batch S01010-201326

GROSS WAGES	13,600.00
SOCIAL SECURITY & MEDICARE	1,037.34
FEDERAL UNEMPLOYMENT	203.41
STATE UNEMPLOYMENT	840.73
OTHER STATE TAXES	13.56
WORKERS COMPENSATION	1,972.00
HEALTH BENEFITS	1,107.68
MED ADJUSTMENT	553.84
ADMINISTRATIVE FEE	1,661.54
DELIVERY	18.53

SUB-TOTAL 20,454.79

TOTAL INVOICE 20,454.79

REMIT PAYMENT TO PM FACTORS
PO BOX 1488, CULVER CITY, CA 90232

Open/Past Due Invoice List as of Invoice Date

Invoice	InvDate	Balance	DaysOpen
023956	05/30/2013	20649.55	56
024554	06/27/2013	20289.41	28
024619	07/02/2013	1497.01	23
024620	07/02/2013	1114.87	23
024902	07/25/2013	20454.79	0
Total Items		64005.63	

PM FACTORS
PO BOX 1488
CULVER CITY, CA 90232

S01010
CITY OF COMPTON
201 S. ACACIA AVE.
COMPTON, CA 90220-

P:310/605-5670 F:310/632-8414

OK
for
pay

QUESTIONS?
Call Us at 1-866-257-6675

Invoice 024620 Date 07-02-2013

For the Pay Period Ending 07-05-2013
Batch S01010-201325

GROSS WAGES	857.92
SOCIAL SECURITY & MEDICARE	65.63
FEDERAL UNEMPLOYMENT	12.87
STATE UNEMPLOYMENT	53.19
OTHER STATE TAXES	0.86
WORKERS COMPENSATION	124.40

SUB-TOTAL . 1,114.87

TOTAL INVOICE 1,114.87

REMIT PAYMENT TO PM FACTORS
PO BOX 1488, CULVER CITY, CA 90232

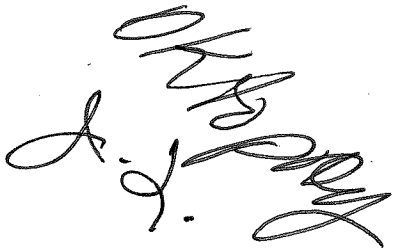
Open/Past Due Invoice List as of Invoice Date

Invoice	Invdte	Balance DaysOpen
023956	05/30/2013	33
024554	06/27/2013	5
024619	07/02/2013	0
024620	07/02/2013	0
Total Items		43550.84

PM FACTORS
P.O. BOX 1488
CULVER CITY, CA 90232

S01010
CITY OF COMPTON
201 S. ACACIA AVE.
COMPTON, CA 90220-

P:310/605-5670 F:310/632-8414



QUESTIONS?
Call Us at 1-866-257-6675

Invoice 024619 Date 07-02-2013

For the Pay Period Ending 07-05-2013
Batch S01010-201324

GROSS WAGES	1,152.00
SOCIAL SECURITY & MEDICARE	88.12
FEDERAL UNEMPLOYMENT	17.28
STATE UNEMPLOYMENT	71.42
OTHER STATE TAXES	1.15
WORKERS COMPENSATION	167.04

SUB-TOTAL 1,497.01

TOTAL INVOICE 1,497.01

REMIT PAYMENT TO PM FACTORS
PO BOX 1488, CULVER CITY, CA 90232

Open/Past Due Invoice List as of Invoice Date

Invoice	InvDate	Balance	DaysOpen
023934	05/30/2013	20701.53	33
023948	05/30/2013	-20701.53	33
023956	05/30/2013	20649.55	33
024178	06/13/2013	20742.77	19
024554	06/27/2013	20289.41	5
024619	07/02/2013	1497.01	0
Total Items		63178.74	

PM FACTORS
PO BOX 1488
CULVER CITY, CA 90232

S01010
CITY OF COMPTON
201 S. ACACIA AVE.
COMPTON, CA 90220-

P:310/605-5670 F:310/632-8414

OK P. 11/25

QUESTIONS?
Call Us at 1-866-257-6675

Invoice 024554

Date 06-27-2013

For the Pay Period Ending 06-21-2013
Batch S01010-201322

GROSS WAGES	13,454.00
SOCIAL SECURITY & MEDICARE	1,027.23
FEDERAL UNEMPLOYMENT	201.41
STATE UNEMPLOYMENT	832.53
OTHER STATE TAXES	13.44
WORKERS COMPENSATION	1,950.83
HEALTH BENEFITS	1,107.68
MED ADJUSTMENT 276.92	
ADMINISTRATIVE FEE	1,661.54
DELIVERY	18.53
Other: AFLAC	18.08
Other: VISION BENEFITS	4.14

SUB-TOTAL .

20,289.41

TOTAL INVOICE

20,289.41

REMIT PAYMENT TO PM FACTORS
PO BOX 1488, CULVER CITY, CA 90232

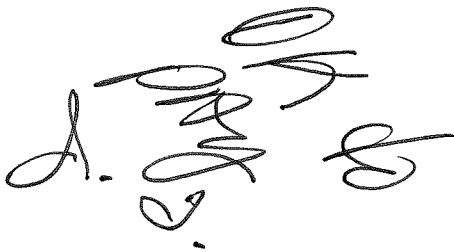
Open/Past Due Invoice List as of Invoice Date

Invoice	InvDate	Balance DaysOpen
023956	05/30/2013	20649.55 28
024554	06/27/2013	20289.41 0
Total Items		40938.96

PM FACTORS
PO-BOX 1488
CULVER CITY, CA 90232

S01010
CITY OF COMPTON
201 S. ACACIA AVE.
COMPTON, CA 90220-

P-310/605-5670 F-310/632-8414



QUESTIONS?
Call Us at 1-866-257-6675

Invoice 023956 Date 05-30-2013

For the Pay Period Ending 05-24-2013
Batch S01010-201320

GROSS WAGES	14,069.44
SOCIAL SECURITY & MEDICARE	1,073.31
FEDERAL UNEMPLOYMENT	210.45
STATE UNEMPLOYMENT	869.87
OTHER STATE TAXES	14.04
WORKERS COMPENSATION	2,040.07
HEALTH BENEFITS	692.30
BILLY REYES 138.46	
ADMINISTRATIVE FEE	1,661.54

DELIVERY

18.53

SUB-TOTAL

20,649.55

TOTAL INVOICE

20,649.55

REMIT PAYMENT TO PM FACTORS
PO BOX 1488, CULVER CITY, CA 90232

Open/Past Due Invoice List as of Invoice Date		
Invoice	InvDate	Balance DaysOpen
023956	05/30/2013	20649.55 0
Total Items		20649.55

#11.

PM FACTORS
PO BOX 1488
CULVER CITY, CA 90232

OK copy
J. Z.

S01010
CITY OF COMPTON
201 S. ACACIA AVE.
COMPTON, CA 90220-

P:310/605-5670 F:310/632-8414

QUESTIONS?
Call Us at 1-866-257-6675

Invoice 023948 Date 05-30-2013

For the Pay Period Ending
Batch S01010-VM201318

GROSS WAGES	-14,109.44
SOCIAL SECURITY & MEDICARE	-1,076.37
FEDERAL UNEMPLOYMENT	-211.05
STATE UNEMPLOYMENT	-872.35
OTHER STATE TAXES	-14.08
WORKERS COMPENSATION	-2,045.87
HEALTH BENEFITS	-692.30
BILLY REYES 138.46	
ADMINISTRATIVE FEE	-1,661.54

DELIVERY

-18.53

SUB-TOTAL . -----
-20,701.53

TOTAL INVOICE -----
-20,701.53

Payment Record as of 08/15/2013 08:29AM

08/14/2013 CLNP	clean	-20701.53
Ref 5474*S01010*clean		

REMIT PAYMENT TO PM FACTORS
PO BOX 1488, CULVER CITY, CA 90232

PM FACTORS
P.O. BOX 1488
CULVER CITY, CA 90232

S01010
CITY OF COMPTON
201 S. ACACIA AVE.
COMPTON, CA 90220-

P:310/605-5670 F:310/632-8414

QUESTIONS?
Call Us at 1-866-257-6675

Invoice 025147 Date 08-08-2013

Page 2

For the Pay Period Ending 08-02-2013
Batch S01010-201330

Open/Past Due Invoice List as of Invoice Date

Invoice	InvDate	Balance	DaysOpen
024747 ✓	07/11/2013	-10810.47	28
024748 ✓	07/11/2013	10813.13	28
024758 ✓	07/11/2013	2898.61	28
024902	07/25/2013	20454.79	14
025147	08/08/2013	19576.35 ✓	0
Total Items		124445.22	

#11.

PM FACTORS
P.O. BOX 1488
CULVER CITY, CA 90232

301010
CITY OF COMPTON
201 S. ACACIA AVE.
COMPTON, CA 90220-

P:310/605-5670 F:310/632-8414

QUESTIONS?
Call Us at 1-866-257-6675

Ok pay

Invoice 025147 Date 08-08-2013

For the Pay Period Ending 08-02-2013
Batch S01010-201330

GROSS WAGES	12,924.00
SOCIAL SECURITY & MEDICARE	985.64
FEDERAL UNEMPLOYMENT	193.27
STATE UNEMPLOYMENT	798.83
OTHER STATE TAXES	12.88
WORKERS COMPENSATION	1,873.98
HEALTH BENEFITS	1,107.68
MED ADJUSTMENT	553.84
ADMINISTRATIVE FEE	1,661.54
DELIVERY	18.53

SUB-TOTAL 19,576.35

TOTAL INVOICE 19,576.35

REMIT PAYMENT TO PM FACTORS
PO BOX 1488, CULVER CITY, CA 90232

Open/Past Due Invoice List as of Invoice Date

Invoice	InvDate	Balance	DaysOpen
023934 ✓	05/30/2013	20701.53	70
023948	05/30/2013	-20701.53	70
023956	05/30/2013	20649.55	70
024178 ✓	06/13/2013	20742.77	56
024554	06/27/2013	20289.41	42
024619	07/02/2013	1497.01	37
024620	07/02/2013	1114.87	37
024738 ✓	07/11/2013	17219.20	28

...Continued Next Page...

WARRANTS APPROVED BY COUNCIL

<u>Warrant #</u>	<u>Date</u>	<u>Name</u>	<u>Services Provided</u>	<u>Amount</u>	<u>Amount Paid Year to Date</u>
217616	09/05/13	Mark Woods DBA Woods Consultants	Compensation for providing media services for council meetings and other events.	\$20,000.00	\$25,000.00

Requested by City Manager's Office

I hereby certify that the above demand in the amount of \$20,000.00 was approved at a regular meeting of the City Council and reject _____ as of September 10, 2013.

Council Member

Council Member

City Manager

I hereby certify that the Finance Committee at a regular meeting of the City Council on September 10, 2013 allowed the above demand.

Alita Godwin
City Clerk



Woods Consultants
409 North Pacific Coast Hwy
Redondo Beach, California 90277
Phone: 310 605-5602 Mobile: 310 430-9878

Invoice No

008

INVOICE

Customer

Name City of Compton
Address 205 South Willowbrook Avenue
City Compton State CA ZIP 90220
Phone 310 605-5500

Misc

Date 8/21/2013
Order No. A03040
Rep
FOB

Qty	Description	Unit Price	TOTAL
4	Media Production Services Provided for the month of Total of 4 weeks	\$ 5,000.00	\$ 20,000.00
CITY MANAGER'S OFFICE RECEIVED 2013 AUG 21 PM 5:15 Paid By <i>JW</i> V# 10004231 P.O. # 800372 F A/C # 100151000 AIP A/C # <i>OK to Pay</i>			

SubTotal	\$ 20,000.00
Shipping	
TOTAL	\$ 20,000.00

Payment

Check

Tax Rate(s)

Comments

Name

CC #

Expires

Office Use Only

Please make checks payable to Woods Consultants.

