

NOTICE

COMPTON CITY COUNCIL AGENDA Tuesday, July 14, 2015 5:45 PM

OPENING

ROLL CALL

INTRODUCTION OF SPECIAL GUESTS

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

CONSENT AGENDA

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

APPROVAL OF MINUTES

1. JUNE 23, 2015
JUNE 24, 2015 (Regular Adjourned)

REPORTS OF OFFICERS AND COMMISSIONS

END CONSENT AGENDA

REGULAR AGENDA

REPORTS OF OFFICERS, BOARDS, COMMISSIONS AND COMMITTEES AND CITY COUNCIL

CITY MANAGER'S REPORT

2. ORAL PRESENTATION/DISCUSSION - Compton Fire Department -
Defibrillator Training

CITY ATTORNEY'S REPORTS

CLOSED SESSION

3. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Thompson v. City of Compton, et al., LASC Case No. BC578299
Chase Bank v. Carrillo-Cervantes, et al., LASC Case No. BC560616
Pursuant to California Government Code Section 54956.9(a)
4. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION
One (1) Potential Case
Pursuant to California Government Code Section 54956.9(b)

UNFINISHED BUSINESS

NEW BUSINESS

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA FOR \$2,300,000.00 FOR GROUNDWATER PRODUCTION ASSESSMENT FEES FOR THE 2015-2016 FISCAL YEAR
6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA FOR \$200,000.00 TO PURCHASE IMPORTED WATER FOR THE 2015-2016 FISCAL YEAR
7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID OF AND ISSUE A PURCHASE ORDER TO UNIVAR FOR \$79,026.00 TO FURNISH AND DELIVER SODIUM HYPOCHLORITE FOR WATER DISINFECTION FOR FISCAL YEAR 2015-2016
8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2015-2016 FISCAL YEAR BUDGET ACCEPTING THE AWARDED 2013 ASSISTANCE TO FIREFIGHTERS GRANT AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A SERVICES CONTRACT WITH WESTNET, INC. FOR INSTALLATION OF FIRST-IN FIRE STATION ALERTING SYSTEMS (\$238,318.66)
9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A TWENTY (20) YEAR LEASE AGREEMENT WITH SOLEDAD ENRICHMENT ACTION, INC. (600 NORTH ALAMEDA STREET)

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE YEAR LEASE AGREEMENT WITH MID-CITIES ASSOCIATION FOR RETARDED CITIZENS, INC. (600 NORTH ALAMEDA STREET)
11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2015-2016 FISCAL YEAR BUDGET TO TRANSFER FUNDS AND AUTHORIZING THE CITY MANAGER TO ADMINISTER A COMPREHENSIVE YOUTH TRAINING PROGRAM FOR FISCAL YEAR 2015-2016 (\$250,000)

APPROVAL OF WARRANTS

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: Tuesday, July 21, 2015 @ 3:30 PM.

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JUNE 23, 2015

The City Council meeting was called to order at 5:46 p.m. in the Council Chambers of City Hall by Mayor Aja Brown. The Pledge of Allegiance and Moment of Silence ceremonies was also led by Mayor Aja Brown.

ROLL CALL

Council Members Present: Galvan, Jones, Brown

Council Members Absent: Zurita, Arceneaux

Other Officials Present: C. Cornwell, A. Godwin, J. Ford

INTRODUCTION OF SPECIAL GUESTS

1. INTRODUCTION/INFORMATION ON COMPTON SMART AND FINAL STORE - Pat Barber, Vice President of Real Estate for Smart and Final **(Reagendad)**

COMMENDATORY RESOLUTIONS/PRESENTATIONS

2. CERTIFICATE OF RECOGNITION - Student of the Month - Councilmember Willie Jones **(Reagendad)**
3. PRESENTATION - 2015 Compton Academic Achievement Scholarship recipients - Councilman Dr. Willie O. Jones (Amir Brashere, Antoine Jones and Shanell Patton) **(Presentation made)**
4. PRESENTATION - Honoring Dr. Willie O. Jones for his Service to the City of Compton and the Compton Community **(Reagendad)**

CONSENT AGENDA

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

AYES: Council Members - Galvan, Jones, Brown

NOES: Council Members - None

ABSENT: Council Members - Zurita, Arceneaux

APPROVAL OF MINUTES

5. JUNE 9, 2015 **(Approved)**

CITY MANAGER/CITY ATTORNEY/CITY TREASURER REPORTS

6. INVESTMENT REPORT (APRIL 2015) **(Received/Filed)**
7. CLAIM AGAINST THE CITY:
Paula Frazier vs. City - Claim No. I-8793/LI0000503A **(Claim denied)**

END CONSENT AGENDA

6:00 P.M. - PUBLIC HEARING - FISCAL YEAR 2015/2016 BUDGET HEARING (Item #9)

On motion by Jones, seconded by Galvan, the public hearing was opened at 6:00 p.m., by the following vote on roll call:

AYES: Council Members - Galvan, Jones, Brown

NOES: Council Members - None

ABSENT: Council Members - Zurita, Arceneaux

#1.

City Manager Ford presented the City of Compton’s Fiscal Year 2015-16 proposed budget as indicated by staff’s budget adoption process:

- Internal Review of Requests from Department Heads
- External Information Gathering
- Forecasting Available Funds
- Presentation of the Proposed Operating Budget
- Presentation of the Proposed Capital Budget
- Council Review and Public Comment
- Formal Public Hearing and Adoption of the Budget
- Surveys Online
- Seven Workshops

General Fund Challenges

- Growing Demands on Services and Infrastructure Due to Increased Development
- Deferred Labor Negotiations And Adjustments
- Deferred Equipment Maintenance And Replacement
- Aging and Badly Deteriorated Infrastructure
- Bond Indebtedness \$3.9M
- Internal Debt Repayment Of \$35M
- Council's New Cash Reserve Policy

Goals & Priorities

- Public Safety/Enforcement
- Maintenance Improvement of Infrastructure
- Neighborhood Improvement/Quality of Life
- Transparency in Government
- Updated Core Policies & Procedures
- Economic Growth & Community Development Issues
- Financial Stability

Funding Sources

Fund Name	Fund Amount
General Fund	\$53,121,836
Special Revenue Fund	\$48,819,856
Debt Service Fund	\$5,573,250
Enterprise Fund	\$52,291,086
Internal Service Fund	\$8,912,110
Revenue Enhancements	\$4,845,200
Total Budget	\$173,563,338

General Fund Financial Assumptions

- Reflects and assumes all labor agreements renewed for FY's2015/2016
- Reflects \$1.9M toward Lease Revenue Bond Repayments
- Assumes refinancing of Lease Revenue Bonds
- Reflects \$2.5 M toward repayment of internal debt
- Assumes mandatory reserve budget allocation of

Budget Conclusion

- 2015/2016 Budget is Balanced
- Addresses the City Council General Fund Reserve Policy
- Plan to Address Residential Street Repair
- Takes Into Account Labor Contracts
- The City Council Approve Proposed 2015-16 Fiscal Year Budget

PUBLIC COMMENTS ON THE PUBLIC HEARING

Barbara Calhoun, Compton resident and former councilperson, inquired about hard copies of the budget presentation. She also asked the City Council if they would be scheduling a special meeting to approve the budget if a fourth vote is not recorded.

Mayor Brown assured Ms. Calhoun that copies of the budget are available in the lobby. Mayor Brown also noted that only three votes are required to approve the City's fiscal year budget.

Lynn Boone, Compton resident, stated that she noticed a \$5,000 increase in the special department expenses (special events) budget per councilmember; and also an additional \$5,000 for each member to attend conventions and meetings. She went on to assert that the citizens have expressed to her that code enforcement would best serve the community independent of the City Attorney's Office.

Joyce Kelly, Compton resident, expressed her dissatisfaction with the introduction of the 2015-16 fiscal year budget. She alleged that there was no information provided to the public regarding the way in which the tax-payers' money will be spent. She questioned how the City Manager could take less than two minutes to present the proposed budget and expect the public to speak on it. She also questioned why no information was shared concerning the salaries of the councilmember's liaisons and their job duties. She inquired about the increase in the council's salaries and alleged that phone calls frequently go unanswered. She made mention of the \$1.9M spent on the repayment of Lease Revenue Bonds and further requested the amount of money allocated to host the Mayor's event at the Dollarhide Community Center which was also built with Lease Revenue Bonds.

Benjamin Holifield, Compton resident, petitioned the City Council to allocate funding for the park positioned at Greenleaf & Wilmington Boulevard. He indicated that revenues from parking citations could fund the code enforcement department and proposed that their designation remain in the City Attorney's Office.

David Irons, Compton resident, petitioned the City Council to write Governor Jerry Brown regarding the proposed federal and state dollars allocated to repair the City's infrastructure.

On motion by Galvan, seconded by Jones, the public hearing was closed at 6:14 p.m., by the following vote on roll call:

AYES: Council Members - Galvan, Jones, Brown
NOES: Council Members - None
ABSENT: Council Members - Zurita, Arceneaux

COUNCIL COMMENTS ON THE PUBLIC HEARING

Mayor Brown affirmed that this public hearing is a legal proceeding and is a mandatory process to adopt the budget.

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING THE BUDGET FOR FISCAL YEAR 2015-2016

On motion by Galvan, seconded by Jones, **Resolution # 24,167** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING THE BUDGET FOR FISCAL YEAR 2015-2016**" was approved, by the following vote on roll call:

AYES: Council Members - Galvan, Jones, Brown
NOES: Council Members - None
ABSENT: Council Members - Zurita, Arceneaux

6:15 P.M. - PUBLIC HEARING - CITYWIDE PUBLIC FACILITIES IMPACT FEES (Item #10)

On motion by Galvan, seconded by Jones, the public hearing was opened at 6:17 p.m., by the following vote on roll call:

AYES: Council Members - Galvan, Jones, Brown
NOES: Council Members - None
ABSENT: Council Members - Zurita, Arceneaux

#1.

Robert Delgadillo, Planning Manager, presented the public hearing so that City Council may consider the development of impact fees for new developments.

SUMMARY

The City Council will consider a resolution approving the City-wide enactment of Development Impact Fees (“DIF”) for public facilities and capital improvements. The proposed impact fees will require all new development to pay its share of the capital costs associated with its development. Willdan Financial Services has completed their analysis, prepared a report and has recommended the appropriate impact fee amounts for:

1. Law Enforcement
2. Fire Protection
3. Transportation
4. General Government
5. Parks
6. Public Works

All new development would be subject to the payment of impact fees at the time of building permit issuance based on square footage for non-residential land uses and on a per dwelling unit basis for residential land uses. Existing development is exempt from the payment of impact fees.

BACKGROUND

The City retained Willdan Financial Services in April of 2014 to prepare a Development Impact Fee analysis and to recommend proposed impact fees. Willdan Financial Services has worked with the Directors of each department impacted by development and reviewed the City’s Capital Improvement Program, master plans and other information describing anticipated new development and the facilities required to meet the needs of new development. Willdan Financial Services has evaluated the demands placed on the existing facilities and infrastructure and recommended methodologies for developing an appropriate and comprehensive impact fee schedule to defray the costs of new capital infrastructure.

The changing fiscal landscape in California during the past 30 years has steadily undercut the financial capacity of local governments to fund infrastructure. Three dominant trends stand out:

- The passage of a string of tax limitation measures;
- Declining popular support for bond measures to finance infrastructure for the next generation of residents and businesses; and
- Steep reductions in federal and state assistance.

Therefore many cities and counties have had to adopt a policy of “growth pays its own way.” This policy shifts the burden of funding infrastructure expansion from existing rate and taxpayers onto new development. Development Impact Fees are one time charges to developers that are used to offset capital costs resulting from new development that necessitate the expanding of existing facilities or the development of new facilities to serve the growth in a municipality the new development causes. The collection of these fees allows the municipality to provide the same level of service to the new growth in the community without shifting the cost of growth related projects onto the existing residents. Under the Fee Mitigation Act, California Government Code sections 66000 - 66025, impact fees are not intended to fund planned facilities needed to correct existing deficiencies.

STATEMENT OF ISSUE

The DIF report summarizes the methodology and findings for determining the proposed fees covering (1) transportation, (2) parks and recreation, (3) government facilities, (4) fire (5) public works and (6) police. The report then presents the recommended impact fee amounts.

The analysis prepared by Willdan Financial Services undertook the following basic steps in formulating the recommended impact fees for each of the six categories:

- 1. Estimate of future growth
- 2. Identify facility standards and determine the cost of such facilities required to serve new development
- 3. Calculate the fee schedule
- 4. Identify the need for alternative funding requirements

Growth projections were used in the analysis to determine the anticipated use intensity (service population, trips, and occupancy) and were used as indicators of demand to determine facility needs and allocate those needs between existing and new development.

The service population for parks includes only residents because residents, rather than workers, are the primary users of the facilities and planning for park facilities tends to focus only on population projections. The service population for municipal facilities, fire, and police includes residents and workers employed in Compton. The demand for traffic and related transportation facilities is based on vehicle trips. Vehicle trips are based on average trip rates per dwelling unit and per thousand building square feet.

Facility demand is based on the service population or trip generation data described above. Occupant density assumptions ensure a reasonable relationship between the size of a development project, the increase in service population associated with the project, and the amount of the fee.

The recommended fee for each of the six categories are:

Land Use	Fire	Transportation	Parks	Public Works	Law Enforce.	Govern.
Single family	\$385	\$1,115	\$4,395	\$710	\$138	\$1,362
Multi- family	\$306	\$775	\$3,480	\$562	\$108	\$1,078
Commercial	\$163	\$1,849	\$0	\$134	\$26	\$260
Office	\$216	\$1,410	\$0	\$179	\$35	\$347
Industrial	\$109	\$202	\$0	\$89	\$17	\$173

Specific information regarding the proposed impact fees can be found on the City’s website.

PUBLIC COMMENTS ON THE PUBLIC HEARING

Lynn Boone, Compton resident, inquired about the criteria used by Willdan Financial Services to compare the City of Compton with Phoenix Arizona. She went on to contend that the new impact fees will not impact the brickyard development or Wal-Mart. She indicated that the City of Compton would have to pay for the added law enforcement, fire, and street maintenance needs triggered as a result of the development of these new businesses.

James Edison, Willdan Financial Services, explained to Ms. Boone that the reference to Phoenix Arizona pertains to Willdan’s assumption that Phoenix and Compton are similar as it relates to employees and residents, and their use of fire services associated with the expected impact of new development on facilities.

Barbara Calhoun, Compton resident, inquired about the absence of Compton's "high" and "low" price ratings and why Compton is so low on the industrial rating.

Mr. Edison explained that the fee comparison tables are not technically apart of their analysis, but prepared in response to the interest of the public.

On motion by Galvan, seconded by Jones, the public hearing was closed at 6:41 p.m., by the following vote on roll call:

- AYES:** Council Members - Galvan, Jones, Brown
- NOES:** Council Members - None
- ABSENT:** Council Members - Zurita, Arceneaux

COUNCIL COMMENTS ON THE PUBLIC HEARING

Mayor Brown thanked the City Manager and staff for bringing forth the development of impact fees for the purposes of offsetting the impact of new developments on the community.

#1.

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE ADOPTION OF DEVELOPMENT IMPACT FEES APPLICABLE TO NEW RESIDENTIAL, COMMERCIAL AND INDUSTRIAL DEVELOPMENT TO FUND PUBLIC IMPROVEMENTS AND FACILITIES

On motion by Jones, seconded by Galvan, **Resolution # 24,168** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE ADOPTION OF DEVELOPMENT IMPACT FEES APPLICABLE TO NEW RESIDENTIAL, COMMERCIAL AND INDUSTRIAL DEVELOPMENT TO FUND PUBLIC IMPROVEMENTS AND FACILITIES**" was approved, by the following vote on roll call:

AYES: Council Members - Galvan, Jones, Brown

NOES: Council Members - None

ABSENT: Council Members - Zurita, Arceneaux

6:20 P.M. - PUBLIC HEARING - LEVY AND COLLECTION ASSESSMENTS AND CHARGES WITHIN THE LIGHTING AND LANDSCAPE ASSESSMENT DISTRICT NO. 1 FOR FISCAL YEAR 2015-2016 (Item #11/13)

On motion by Galvan, seconded by Jones, the public hearing was opened at 6:46 p.m., by the following vote on roll call:

AYES: Council Members - Galvan, Jones, Brown

NOES: Council Members - None

ABSENT: Council Members - Zurita, Arceneaux

Glen Kau, Public Works Director, presented the public hearing for council to consider the ordering and the levy and collection of assessment charges on the Lighting & Landscape District No. 1 for Fiscal Year 2015-2016.

STATEMENT OF THE ISSUE

These funds are required to operate the street lighting and landscaping in the City of Compton for Fiscal Year 2015-2016. The action of this meeting is to hold the noticed public hearing. The City Council will receive public comments and make any revisions deemed essential.

PUBLIC COMMENTS ON THE PUBLIC HEARING

Benjamin Holifield, Compton resident, inquired about brighter lighting at the park located at Greenleaf and Wilmington Avenue.

Mr. Kau remarked that the park referred to by Mr. Holifield, is used from dawn to dusk so lighting there would have to be considered by the City Council as a separate item.

Lynn Boone, Compton resident, asked Mr. Kau is there would be an increase in the assessment.

Mr. Kau indicated that there is no proposed increase to the assessment in District No. 1 for Fiscal Year 2015-16.

On motion by Galvan, seconded by Jones, the public hearing was closed at 6:51 p.m., by the following vote on roll call:

AYES: Council Members - Galvan, Jones, Brown

NOES: Council Members - None

ABSENT: Council Members - Zurita, Arceneaux

COUNCIL COMMENTS ON THE PUBLIC HEARING - There were no Council Comments on the public hearing.

13. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE ENGINEER'S REPORT OF WILLDAN FINANCIAL SERVICES FOR THE CITY OF COMPTON'S LIGHTING AND LANDSCAPE ASSESSMENTS DISTRICT NO. 1 CHARGES FOR FISCAL YEAR 2015/2016

On motion by Jones, seconded by Galvan, **Resolution # 24,169** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE ENGINEER'S REPORT OF WILLDAN FINANCIAL SERVICES FOR THE CITY OF COMPTON'S LIGHTING AND LANDSCAPE ASSESSMENTS DISTRICT NO. 1 CHARGES FOR FISCAL YEAR 2015/2016**" was approved, by the following vote on roll call:

AYES: Council Members - Galvan, Jones, Brown

NOES: Council Members - None

ABSENT: Council Members - Zurita, Arceneaux

11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE LIGHTING AND LANDSCAPE DISTRICT NO. 1 FISCAL YEAR 2015/2016

On motion by Galvan, seconded by Jones, **Resolution # 24,170** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE LIGHTING AND LANDSCAPE DISTRICT NO. 1 FISCAL YEAR 2015/2016**" was approved, by the following vote on roll call:

AYES: Council Members - Galvan, Jones, Brown

NOES: Council Members - None

ABSENT: Council Members - Zurita, Arceneaux

6:25 P.M. - PUBLIC HEARING - LEVY AND COLLECT ASSESSMENTS AND CHARGES WITHIN THE SEWER SERVICE CHARGES FOR FISCAL YEAR 2015/2016 (Item #12/14)

On motion by Galvan, seconded by Jones, the public hearing was opened at 6:53 p.m., by the following vote on roll call:

AYES: Council Members - Galvan, Jones, Brown

NOES: Council Members - None

ABSENT: Council Members - Zurita, Arceneaux

Glen Kau, Public Works Director, presented the Engineer's report for the levy and collection of assessments and charges within the sewer service charges for fiscal year 2015-16. The City of Compton ("City") annually levies and collects special assessments in order to maintain the improvements that provide special benefit to properties within the Compton Landscape and Lighting District No.1 ("District"). Assessments are levied annually for the District pursuant to the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code (the "1972 Act").

The Engineer's Report ("Report") describes the District, applicable changes to the District, including any annexations or substantial changes in the improvements, and the proposed assessments for the fiscal year commencing July 1, 2015 and ending June 30, 2016 ("2015/2016"). The assessments are based on the historical and estimated cost to maintain the improvements that provide a special benefit to properties within the District and Zones, as described herein. The improvements within the District and the corresponding costs, including all expenditures, deficits, surpluses, revenues, and reserves, are assessed for each Zone.

PUBLIC COMMENTS ON THE PUBLIC HEARING

Bobby Ruffin, Compton resident, inquired about the date of the establishment of Proposition 218.

Mr. Kau stated that Proposition 218 was established November 5, 1996.

Lynn Boone, Compton resident, asked Mr. Kau to explain why some residents are paying the sewer charge on both their property tax and water bills. Mr. Kau remarked that one charge pays for the maintenance of the system while the other pays for the usage of the system.

Michael Turner, Compton resident, contended that the answer provided by staff was unacceptable.

Jose Mateo, Willdan Financial Services, clarified that there are typically two different charges for most communities that include the system charge for the pipes and the usage charge for the system. Residents not using Compton water should have an additional charge on that water company's bill for the sewer/discharge of the system.

Barbara Calhoun, Compton resident, stated that she is confused about why she is charged for sewer service charges as a Park Water customer. Mr. Mateo stated that the connection through which sewer services are rendered, are owned by the City of Compton so therefore residents are billed accordingly.

On motion by Galvan, seconded by Jones, the public hearing was closed at 7:02 p.m., by the following vote on roll call:

AYES: Council Members - Galvan, Jones, Brown

NOES: Council Members - None

ABSENT: Council Members - Zurita, Arceneaux

COUNCIL COMMENTS ON THE PUBLIC HEARING - There were no Council Comments on the public hearing.

14. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
APPROVING THE ENGINEER'S REPORT OF WILLDAN FINANCIAL SERVICES
FOR THE CITY OF COMPTON'S SEWER SERVICE CHARGE FOR FISCAL YEAR
2015/2016

On motion by Jones, seconded by Galvan, **Resolution # 24,171** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE ENGINEER'S REPORT OF WILLDAN FINANCIAL SERVICES FOR THE CITY OF COMPTON'S SEWER SERVICE CHARGE FOR FISCAL YEAR 2015/2016**" was approved, by the following vote on roll call:

AYES: Council Members - Galvan, Jones, Brown

NOES: Council Members - None

ABSENT: Council Members - Zurita, Arceneaux

12. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS OF SEWER
SERVICE CHARGE FOR FISCAL YEAR 2015/2016

On motion by Jones, seconded by Galvan, **Resolution # 24,172** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS OF SEWER SERVICE CHARGE FOR FISCAL YEAR 2015/2016**" was approved, by the following vote on roll call:

AYES: Council Members - Galvan, Jones, Brown

NOES: Council Members - None

ABSENT: Council Members - Zurita, Arceneaux

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

E.F. Muhammad Martinez, journalist and writer, questioned if Councilperson Jones could find a deserving Latino student to award a monetary scholarship to. He went on to state that he was happy with the Run-Off election results and further asked Councilperson Jones what field is his doctorate's degree in.

David Irons, Compton resident, made comments in reference to the recent shootings in Charleston South Carolina. He also maintained that it would happen again in light of the history of that region in America.

Benjamin Holifield, Compton resident, thanked the Mayor and City Manager and staff for their efforts to pass a balanced budget. He also thanked Councilperson Jones for his service to the community. He further complimented City Clerk Alita Godwin for the way in which she conducted the Special Run-off election. He went on to invite the business community to attend and participate in the Business Networking Sessions held every first and last Wednesday of the month at 12 p.m. at the local IHOP restaurant located in Downtown Compton.

Barbara Dorsey, Compton resident, asked the City Council if they were aware of the Dominguez High School MESA Club victory on the national level. She went on to ask that they consider discussing positive topics, news, and announcements such as these. She also stated that she enjoyed the Juneteenth Festival held at Gonzales Park and that she would like to hear more wisdom, peace, and truth in the Council Chambers and in the community.

Michael Turner, Compton resident, asked the City Council if the trash bins donated to help clean up Mr. James' house was donated to the NAACP.

City Manager Ford replied affirmatively.

Mr. Turner went on to ask the City Attorney if the \$1,725 charge added to Mr. James' mortgage originated from the City of Compton.

City Attorney Cornwell stated that he is unaware of any said charges.

Mr. Turner charged the City with elder abuse and questioned what would happen if a code enforcement officer cited the City of Compton for damaged streets so that it might go into receivership.

City Attorney Cornwell informed Mr. Turner that the City used a health and safety receivership which is a legal process for which the title of a piece of property is temporarily transferred to the receiver by court process. Mr. Cornwell stated that the City Attorney's Office presented their case to the judge wherein Mr. Turner and Mr. James were present, and said judge approved the receivership request. Mr. Cornwell stated that they are in the process of re-mediating the nuisance condition of the property and expect to have it up to code when the process is over.

Lynn Boone, Compton resident, made reference to Item No. 6 on the agenda and asked the City Treasurer to provide information regarding how much the City spends on consultants to negotiate the TRANS, how much the City pays the County of Los Angeles for borrowing their tax money early, and how much the City pays each time it uses the money from the lockbox. Ms. Boone also asked how long the City will have to utilize the TRANS. She made reference to Item No. 16 and asked if this program will go to Faith Inspirational Church. She commented on Item No. 22 and stated that it is sad that the only two councilmembers present to approve the budget are the Mayor's "yes people".

City Treasurer Sanders explained that the TRANS is handled by the City Controller and the City Manager and consultant fees are documented in the Public Finance Authority report. Mr. Sanders also noted that there is an administrative fee that the County of Los Angeles charges for the lockbox with details of the terms are spelled out in the contract.

Mayor Brown asked the City Manager to bring back a summary report regarding the consultant fees paid for the negotiation of the TRANS on the next Public Finance Authority meeting.

#1.

UNFINISHED BUSINESS

8. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING CHANGE OF ZONE 2014-001 AMENDING THE OFFICIAL ZONING MAP TO CHANGE THE ZONING FROM LIMITED COMMERCIAL (CL) AND LIMITED MANUFACTURING (ML) TO HIGH DENSITY RESIDENTIAL (RH) FOR PROPERTY LOCATED AT 409, 413, AND 415 NORTH ALAMEDA STREET (CHANGE OF ZONE CASE NO. 2014-001) (Second Reading)

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

AYES: Council Members - Galvan, Jones, Brown

NOES: Council Members - None

ABSENT: Council Members - Zurita, Arceneaux

On motion by Jones, seconded by Galvan, **Ordinance #2,000** entitled "**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING CHANGE OF ZONE 2014-001 AMENDING THE OFFICIAL ZONING MAP TO CHANGE THE ZONING FROM LIMITED COMMERCIAL (CL) AND LIMITED MANUFACTURING (ML) TO HIGH DENSITY RESIDENTIAL (RH) FOR PROPERTY LOCATED AT 409, 413, AND 415 NORTH ALAMEDA STREET (CHANGE OF ZONE CASE NO. 2014-001) (Second Reading)**" was adopted, by the following vote on roll call:

AYES: Council Members - Galvan, Jones, Brown

NOES: Council Members - None

ABSENT: Council Members - Zurita, Arceneaux

15. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH STETSON ENGINEERS, INC. AND ISSUE A PURCHASE ORDER FOR \$229,928 TO DESIGN A NEW WATER TREATMENT PLANT FOR WELL NO. 20 AND PREPARE CONSTRUCTION PLANS AND SPECIFICATIONS

It was moved by Jones, seconded by Brown (who stepped away from the chair), for discussion.

Councilperson Galvan requested a detailed explanation of this item.

Chad Blais, Deputy Director of Public Works, remarked that this project pertains to the construction of a water treatment facility at Sebrie Park within the existing reservoir location. This resolution, if approved, will authorize the Water Department to hire an engineering consultant to design the facility to ensure that it meets all requirements.

On motion by Jones, seconded by Brown, **Resolution # 24,173** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH STETSON ENGINEERS, INC. AND ISSUE A PURCHASE ORDER FOR \$229,928 TO DESIGN A NEW WATER TREATMENT PLANT FOR WELL NO. 20 AND PREPARE CONSTRUCTION PLANS AND SPECIFICATIONS**" was approved, by the following vote on roll call:

AYES: Council Members - Galvan, Jones, Brown

NOES: Council Members - None

ABSENT: Council Members - Zurita, Arceneaux

16. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING AGREEMENT WITH THE SERVICE PLANNING AREA SIX COORDINATED ENTRY SYSTEM TO ASSIST THE CHRONICALLY HOMELESS

On motion by Jones, seconded by Galvan, **Resolution # 24,174** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING AGREEMENT WITH THE SERVICE PLANNING AREA SIX COORDINATED ENTRY SYSTEM TO ASSIST THE CHRONICALLY HOMELESS**" was approved, by the following vote on roll call:

AYES: Council Members - Galvan, Jones, Brown
NOES: Council Members - None
ABSENT: Council Members - Zurita, Arceneaux

REGULAR AGENDA

NEW BUSINESS

17. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ESTABLISHING THE HOLIDAY SCHEDULE FOR CITY EMPLOYEES FOR FISCAL YEAR 2015-2016

On motion by Jones, seconded by Galvan, **Resolution # 24,175** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ESTABLISHING THE HOLIDAY SCHEDULE FOR CITY EMPLOYEES FOR FISCAL YEAR 2015-2016**" was approved, by the following vote on roll call:

AYES: Council Members - Galvan, Jones, Brown
NOES: Council Members - None
ABSENT: Council Members - Zurita, Arceneaux

18. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A SITE ACCESS AGREEMENT WITH LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY, A JOINT POWERS AUTHORITY FOR THE CONSTRUCTION, INSTALLATION, OPERATION, MAINTENANCE AND REPAIR OF A PUBLIC SAFETY BROADBAND NETWORK FACILITY ON CITY-OWNED PROPERTY (COMPTON FIRE STATION NO. 4 - 950 WEST WALNUT STREET)

On motion by Jones, seconded by Galvan, **Resolution # 24,176** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A SITE ACCESS AGREEMENT WITH LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY, A JOINT POWERS AUTHORITY FOR THE CONSTRUCTION, INSTALLATION, OPERATION, MAINTENANCE AND REPAIR OF A PUBLIC SAFETY BROADBAND NETWORK FACILITY ON CITY-OWNED PROPERTY (COMPTON FIRE STATION NO. 4 - 950 WEST WALNUT STREET)**" was approved, by the following vote on roll call:

AYES: Council Members - Galvan, Jones, Brown
NOES: Council Members - None
ABSENT: Council Members - Zurita, Arceneaux

19. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE HUMAN RESOURCES DEPARTMENT'S FISCAL YEAR 2014-2015 BUDGET AND AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER TO THE SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY (SCRRA) FOR METROLINK TRAIN PASSES (**Requires 4 Votes**)

#1.

20. A RESOLUTION OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO COMM-LINE COMMUNICATIONS TO PURCHASE BROADBAND MODEMS FOR THE FIRE DEPARTMENTS EMERGENCY RESPONSE VEHICLES FOR EMERGENCY DISPATCHING AND WIFI SERVICES (\$17,720.91)

On motion by Jones, seconded by Galvan, **Resolution # 24,177** entitled "**A RESOLUTION OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO COMM-LINE COMMUNICATIONS TO PURCHASE BROADBAND MODEMS FOR THE FIRE DEPARTMENTS EMERGENCY RESPONSE VEHICLES FOR EMERGENCY DISPATCHING AND WIFI SERVICES (\$17,720.91)**" was approved, by the following vote on roll call:

AYES: Council Members - Galvan, Jones, Brown

NOES: Council Members - None

ABSENT: Council Members - Zurita, Arceneaux

21. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING CHANGE ORDER NUMBER 001 FROM S.C. FUELING SOLUTIONS AND AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO REPLACE AND UPGRADE THE DISPENSARY SYSTEM FOR THE FUEL PUMPS AT THE CITY'S MAINTENANCE YARD (\$95,550.50) **(Requires 4 Votes)**
22. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DECLARING THE RESULTS OF THE GENERAL MUNICIPAL ELECTION HELD IN SAID CITY ON JUNE 2, 2015 **(Reagendad)**

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

COUNCIL COMMENTS

Councilperson Galvan offered the following communications/announcements:

- Attended the National Association for Latino Elected Officials (NALEO) Conference in Las Vegas, Nevada wherein Hilary Clinton was the keynote speaker.

Mayor Brown offered the following communications/announcements:

- City Council approved funding for a Freedom School for 130 children.
- State of the City Address Watch Party will be held at Compton College Friday, July 10, 2015 from 6 p.m. to 9 p.m.
- Compton Fire Local 2216 and the Children's Hospital of Los Angeles will be hosting a Blood Drive to be held Thursday, June 25, 2015 from 7 a.m. to 1 p.m. at Fire Station No. 3.
- Thanked Councilperson Jones for his service to the community.

Meeting adjournments

All those who lost their lives in Emmanuel African Methodist Episcopal Church in Charleston South Carolina

Councilperson Jones offered the following communications/announcements:

- Asked the City Manager to give special attention to Myrrh Street from Santa Fe to Atlantic Avenue; and to continue the work on East Caldwell Street.

- Asked the Mayor and City Manager to work towards bringing back the Fire Academy.
- Asked that everyone remember Lorraine Cervantes in prayer as she struggles with a serious illness.
- Made Comments in reference to his accomplishments as a public servant:
 - Prepared and lead the movement for a trade mission to China.
 - Initiated the Annual Children's Fall Festival at Kelly Park.
 - Authored the resolution that requires the City to maintain a reserve in the General Fund of at least six percent.
 - Issued over \$60,000 in scholarships to students in the Compton Unified School District from community sponsors.
 - Made diligent requests for a left turn traffic signal at Atlantic and Alondra Boulevard for four (4) years.
- Thanked the City staff for their hard work and dedication to the citizens of Compton.
- Special thanks to: Senator Isadore Hall III, Assemblyman Mike Gipson, Board Supervisor Mark Ridley-Thomas, Congresswoman Janice Hahn, Anton Blakely, his Block Club, religious and business communities, Sheriffs' Department, Deputy Irma Reyes, the citizens that voted for him, and family members.

Meeting adjournments

Nancy Golf

Milton Marshall

The City Council meeting recessed to canvas the election at 7:59 p.m. and reconvened at 8:32 p.m. The meeting was adjourned to Wednesday, June 24, 2015 at 12 p.m. for a lack of a quorum.

City Clerk of the City of Compton

Mayor of the City of Compton

JUNE 24, 2015

The regular adjourned City Council meeting was called to order at 12:12 p.m. in the Council Chambers of City Hall by Mayor Aja Brown. The Pledge of Allegiance and Moment of Silence ceremonies was also led by Mayor Aja Brown.

ROLL CALL

Council Members Present: Galvan, Jones, Brown

Council Members Absent: Zurita, Arceneaux

Other Officials Present: C. Cornwell, A. Godwin, J. Ford

22. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
DECLARING THE RESULTS OF THE GENERAL MUNICIPAL ELECTION HELD IN
SAID CITY ON JUNE 2, 2015

On motion by Jones, seconded by Galvan, **Resolution # 24,178** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DECLARING THE RESULTS OF THE GENERAL MUNICIPAL ELECTION HELD IN SAID CITY ON JUNE 2, 2015**" was approved, by the following vote on roll call:

AYES: Council Members - Galvan, Jones, Brown

NOES: Council Members - None

ABSENT: Council Members - Zurita, Arceneaux

REQUEST TO CONSIDER A SUBSEQUENT NEED ITEM

On motion by Galvan, seconded by Jones, the request to consider a subsequent need item was approved, by the following vote on roll call:

AYES: Council Members - Galvan, Jones, Brown

NOES: Council Members - None

ABSENT: Council Members - Zurita, Arceneaux

SUBSEQUENT NEED ITEM: TO CONSIDER MOVING THE COMPTON HIGH SCHOOL BASKETBALL ALUMNI FROM WHALEY MIDDLE SCHOOL TO TACOS EL SINALOENSE LOCATED AT 4813 EAST ROSECRANS AVENUE

On motion by Galvan, seconded by Jones, the subsequent need item was denied, by the following vote on roll call:

AYES: Council Members - Jones, Brown

NOES: Council Members - None

ABSTAIN: Council Members - Galvan

ABSENT: Council Members - Zurita, Arceneaux

ADJOURNMENT

On motion by Jones, seconded by Galvan, the meeting was adjourned at 12:18 p.m., by the following vote on roll call:

AYES: Council Members - Galvan, Jones, Brown

NOES: Council Members - None

ABSENT: Council Members - Zurita, Arceneaux

City Clerk of the City of Compton

Mayor of the City of Compton

July 14, 2015

TO: MAYOR AND COUNCIL MEMBERS

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

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A
PURCHASE ORDER TO THE WATER REPLENISHMENT
DISTRICT OF SOUTHERN CALIFORNIA FOR \$2,300,000.00 FOR
GROUNDWATER PRODUCTION ASSESSMENT FEES FOR THE
2015-2016 FISCAL YEAR**

SUMMARY

This resolution authorizes the City Manager to issue a purchase order in the amount of \$2,300,000.00 (Two Million Three Hundred Thousand Dollars and Zero Cents) to the Water Replenishment District of Southern California ("WRD") for groundwater replenishment assessment fees for Fiscal Year 2015-16.

BACKGROUND

The Water Utility Division of the Public Works and Municipal Utilities Department ("Division") provides for the City's water needs through two (2) sources: groundwater production and water purchased from the Metropolitan Water District of Southern California ("MWD").

STATEMENT OF THE ISSUE

The groundwater basin is managed by the WRD. WRD purchases imported and highly-treated recycled water, and adds this to captured storm water to recharge the groundwater supply. WRD manages the groundwater basin and insures that the groundwater supply is properly recharged back into the basin. Groundwater pumped by municipal water utilities, water companies, and others are imposed a Replenishment Assessment (RA) by WRD for basin recharge purposes. The funds generated from the RA cover the cost of water purchased to replenish the two largest and most utilized groundwater basins in Southern California.

For Fiscal Year 2015-16, the RA has been set by WRD at \$283 per acre-foot of groundwater pumped and the Division has estimated approximately 8,000 acre-feet of groundwater will be pumped to meet customer demand. The resulting RA to the City for Fiscal Year 2015-16 will be approximately \$2,300,000.00 (Two Million Three Hundred Thousand Dollars and Zero Cents).

WRD Staff Report
Page 2

ALTERNATIVE

None

FINANCIAL IMPACT

The estimated annual cost for 2015-16 Fiscal Year groundwater production will not exceed \$2,300,000.00 (Two Million Three Hundred Thousand Dollars and Zero Cents). Funds are allocated in the 2015-16 Fiscal Year budget in Account No. 5000-850-000-4251 (WRD Water Purchases). This account has a balance of \$2,500,000.00 (Two Million Five Hundred Thousand Dollars and Zero Cents) and after this deduction the balance will be \$200,000.00 (Two Hundred Thousand Dollars and Zero Cents) in the WRD Water Purchases account.

RECOMMENDATION

It is staff recommendation that the City Council adopt this Resolution authorizing the City Manager to issue a purchase order in the amount of \$2,300,000.00 (Two Million Three Hundred Thousand Dollars and Zero Cents) to WRD.

CHAD BLAIS, DEPUTY DIRECTOR
DEPARTMENT OF PUBLIC WORKS & MUNICIPAL UTILITIES
WATER UTILITY DIVISION

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

APPROVED FOR FORWARDING:

JOHNNY FORD
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA FOR \$2,300,000.00 FOR GROUNDWATER PRODUCTION ASSESSMENT FEES FOR THE 2015-2016 FISCAL YEAR

WHEREAS, the Department of Public Works & Municipal Utilities - Water Utility Division provides a majority of the City's water needs through groundwater production; and

WHEREAS, pumping water from the underground basin assist the Water Utility Division in the fulfillment of its goals and objectives; and

WHEREAS, the groundwater basin is monitored and managed by the Water Replenishment District ("WRD") and Compton's allowable groundwater rights is 5,780 acre feet of water per year; and

WHEREAS, the Water Utility Division intends to produce and deliver approximately 8,000 acre-feet of groundwater (100%) of the City's annual demand by pumping more groundwater made available through the lease of water rights from other entities and thus avoid the purchase of more expensive imported water from Metropolitan Water District of Southern California; and

WHEREAS, it is estimated that the assessment fees for pumping water from the Basin for Fiscal Year 2015-16 will not exceed \$2,300,000.00 (Two Million Three Hundred Thousand Dollars and Zero Cents); and

WHEREAS, funds are available in the Water Utility Division's 2015-16 Fiscal Year Budget in Account 5000-850-000-4251 (WRD Water Purchases).

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

Section 1. That the City Manager is hereby authorized to issue a purchase order to the Water Replenishment District of Southern California in the amount of \$2,300,000.00 (Two Million Three Hundred Thousand Dollars and Zero Cents).

Section 2. That funds have been allocated in the Water Utility Division's 2015-16 Fiscal Year Budget in Account No. 5000-85-0000-4251 (WRD Water Purchases).

Section 3. That a certified copy of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, and Water Utility Division.

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

ADOPTED this ____ day of _____, 2015.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor, and attested by the City Clerk at a regular meeting thereof held on the ____ day of _____, 2015.

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

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

CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Water Department

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA FOR \$2,300,000.00 FOR GROUNDWATER PRODUCTION ASSESSMENT FEES FOR THE 2015-2016 FISCAL YEAR

Chad Blais
DEPARTMENT MANAGER’S SIGNATURE

6/24/2015 10:41:40 AM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

7/2/2015 12:52:57 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

7/2/2015 10:01:13 AM
DATE

Kelly Montgomery
CITY MANAGER

6/29/2015 8:58:23 PM
DATE

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

July 14, 2015

TO: MAYOR AND COUNCIL MEMBERS

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

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A
PURCHASE ORDER TO THE METROPOLITAN WATER
DISTRICT OF SOUTHERN CALIFORNIA FOR \$200,000.00 TO
PURCHASE IMPORTED WATER FOR THE 2015-2016 FISCAL
YEAR**

SUMMARY

This resolution will authorize the City Manager to issue a purchase order in the amount of \$200,000.00 (Two Hundred Thousand Dollars and Zero Cents) to Metropolitan Water District of Southern California (“MWD”) to pay for capacity charges, readiness to serve charges and for imported water purchased for the City of Compton.

BACKGROUND

The Department of Public Works & Municipal Utilities – Water Utility Division provides for the City’s water demands through two (2) sources: groundwater pumping wells and imported water purchases from the MWD.

STATEMENT OF THE ISSUE

The Water Utility Division delivers a total annual demand of approximately 8,000 acre-feet of water. This is provided through groundwater pumping rights of 5,780 acre-feet of water (75%) and MWD imported water purchases of approximately 2,220 acre-feet.

The Water Utility Division produces groundwater through its water rights from City water wells, augmented with additional, leased-in groundwater rights from other entities, and combines this with imported water purchased from MWD to meet the total water demand.

For Fiscal Year 2015-2016 the Water Utility Division was able to secure sufficient groundwater rights through lease agreements to allow the City to meet 100% of customer demand and avoid the high cost of purchasing imported water from MWD, however, the City must continue to pay the estimated \$10,000 in monthly standby charges associated with keeping its MWD interconnection active and ready to use as needed.

MWD Resolution Staff Report
MWD – Page 2

ALTERNATIVE

None identified at this time.

FINANCIAL IMPACT

Funds are allocated in the 2015-2016 Fiscal Year budget in Account No. 5000-850-000-4252 (MWD Water Purchases) for this purchase. This account has a balance of \$500,000.00 and after this deduction there will be \$300,000.00 remaining in the MWD Water Purchases account.

RECOMMENDATION

It is recommended that the attached resolution authorizing the City Manager to issue a purchase order in the amount of \$200,000.00 (Two Hundred Thousand Dollars and Zero Cents) to MWD be adopted.

CHAD BLAIS, DEPUTY DIRECTOR
DEPARTMENT OF PUBLIC WORKS & MUNICIPAL UTILITIES
WATER UTILITY DIVISION

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

APPROVED FOR FORWARDING:

JOHNNY FORD
CITY MANAGER

JF:GK:CB:tm

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER
TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN
CALIFORNIA FOR \$200,000.00 TO PURCHASE IMPORTED WATER
FOR THE 2015-2016 FISCAL YEAR**

WHEREAS, the purchase of water from the Metropolitan Water District of Southern California (“MWD”) will assist the Department of Public Works & Municipal Utilities – Water Utility Division in the fulfillment of its goals and objectives; and

WHEREAS, the Water Utility Division does not anticipates purchasing any imported water from MWD for the 2015-2016 Fiscal Year for its customers, however, the City must still pay the monthly standby charges to have the MWD interconnections ready for use at any time; and

WHEREAS, the Water Utility Division estimates the cost associated with maintaining the MWD interconnections for Fiscal Year 2015-2016 will not exceed \$200,000.00 (Two Hundred Thousand Dollars and Zero Cents); and

WHEREAS, funds have been allocated in the Water Utility Division’s 2015-2016 Fiscal Year Budget in Account No. 5000-850-000-4252 (MWD Water Purchases).

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

SECTION 1. That the City Manager is hereby authorized to issue a purchase order in the amount of \$200,000.00 (Two Hundred Thousand Dollars and Zero Cents) to Metropolitan Water District of Southern California.

SECTION 2. That funds have been allocated in the Water Utility Division’s 2015-2016 Fiscal Year Budget in Account No. 5000-85-0000-4252 (MWD Water Purchases).

SECTION 3. That a copy of this Resolution shall be filed in the office of the City Manager, City Controller, City Clerk, and Water Utility Division.

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

ADOPTED this ____ day of _____, 2015.

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 forgoing Resolution was adopted by the City Council, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the ____ day of _____, 2015.

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

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

CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Water Department

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA FOR \$200,000.00 TO PURCHASE IMPORTED WATER FOR THE 2015-2016 FISCAL YEAR

Chad Blais
DEPARTMENT MANAGER’S SIGNATURE

6/24/2015 10:41:54 AM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

7/2/2015 1:09:58 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

7/2/2015 10:01:48 AM
DATE

Kelly Montgomery
CITY MANAGER

6/29/2015 8:59:01 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.

July 14, 2015

TO: MAYOR AND COUNCIL MEMBERS

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

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT
THE BID OF AND ISSUE A PURCHASE ORDER TO UNIVAR
FOR \$79,026.00 TO FURNISH AND DELIVER SODIUM
HYPOCHLORITE FOR WATER DISINFECTION FOR FISCAL
YEAR 2015-2016**

SUMMARY

City Council's adoption of the attached resolution will accept the bid of Univar and authorize the City Manager to issue a purchase order in the amount of \$79,026.00 (Seventy-Nine Thousand Twenty-Six Dollars and Zero Cents) for the furnishing and delivery of sodium hypochlorite for treatment of groundwater at water well sites.

BACKGROUND

State and Federal health regulations require the disinfection of public water supplies. This disinfection step provides the level required to assure the adequate inactivation of viruses and bacteria in the source water supplies delivered to the public.

Staff solicited bids for the furnishing and delivery of Sodium Hypochlorite for Fiscal Year 2015-2016. On June 24, 2015, a one (1) bid was received from the following company:

<u>VENDOR</u>	<u>BID AMOUNT</u>
Univar	\$79,026.00

STATEMENT OF THE ISSUE

Univar was the City's chlorine provider last year and has provided satisfactory services to the City in the past. The bid amount of \$79,026.00 (Seventy-Nine Thousand and Twenty-Six Dollars and Zero Cents) is a reasonable amount for this service and is intended to lock in a set price for sodium hypochlorite for the entire fiscal year. The Water Utility Division will only be purchasing the sodium hypochlorite on an as-needed basis and expects to purchase less than \$79,026.00 (Seventy-Nine Thousand Twenty-Six Dollars and Zero Cents) for Fiscal Year 2015-16.

Staff Report – Resolution Authorizing P.O.
Univar/Chlorine Chemicals
July 14, 2015, page 2

ALTERNATIVE

Disinfection is mandated by the State and Federal regulations and Sodium Hypochlorite is a required component for the safety of our drinking water, therefore, no other alternative is recommended.

FINANCIAL IMPACT

Funds are allocated in the Water Utility Division's Fiscal Year 2015-2016 budget in the following accounts for this expenditure:

<u>From:</u>	<u>Description</u>	<u>Amount</u>
5000-870-000-4340	Chemical Purchased	\$75,000.00

<u>From:</u>	<u>Description</u>	<u>Amount</u>
5000-870-000-4334	Machinery & Equipment	\$5,000.00

RECOMMENDATION

It is staff recommendation that the City Council adopt this Resolution.

CHAD BLAIS, DEPUTY DIRECTOR
DEPARTMENT OF PUBLIC WORKS & MUNICIPAL UTILITIES
WATER UTILITY DIVISION

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

APPROVED FOR FORWARDING:

JOHNNY FORD
CITY MANAGER

JF:GK:CB:tm

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID OF AND
ISSUE A PURCHASE ORDER TO UNIVAR FOR \$79,026.00 TO FURNISH
AND DELIVER SODIUM HYPOCHLORITE FOR WATER
DISINFECTION FOR FISCAL YEAR 2015-2016**

WHEREAS, State and Federal health regulations requires the disinfection of public water supplies; and

WHEREAS, staff solicited bids for the furnishing and delivery of sodium hypochlorite for Fiscal Year 2015-2016; and

WHEREAS, on June 24, 2015, a total of one (1) bid was received from the following company:

<u>VENDOR</u>	<u>BID AMOUNT</u>
Univar	\$79,026.00

WHEREAS, staff reviewed the bid submitted by Univar and believe it is responsive and the bid amount is reasonable; and

WHEREAS, the Water Utility Division will only be purchasing the sodium hypochlorite on an as-needed basis and expects to purchase less than \$79,026.00 (Seventy-Nine Thousand Twenty-Six Dollars and Zero Cents) for Fiscal Year 2015-16; and

WHEREAS, funds are this expenditure are allocated in the Water Utility Division’s Fiscal Year 2015-2016 budget; and

WHEREAS, it is in the best interest of the City to accept the bid of and issue a purchase order to Univar for furnishing and delivery of sodium hypochlorite.

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

SECTION 1. That the City Manager is authorized to accept the bid of Univar for the furnishing and delivery of Sodium Hypochlorite for the amount of \$79,026.00 (Seventy-Nine Thousand and Twenty-Six Dollars and Zero Cents).

SECTION 2. That funds in the amount of \$79,026.00 are available in Account Nos. 5000-870-000-4340 in the amount of \$75,000.00 (Chemicals Purchased) and 5000-870-000-4334 in the amount of \$5,000.00 (Machinery & Equipment) for this expenditure.

SECTION 3. That a purchase order in the amount of \$79,026.00 (Seventy-Nine Thousand Twenty-Six Dollars and Zero Cents) is authorized to be issued to Univar for supply of sodium hypochlorite.

SECTION 4. That copies of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk and the Water Utility Division.

Resolution No. _____
Page 2

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

ADOPTED this ____ day of _____, 2015.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor, and attested by the City Clerk at a regular meeting thereof held on the ____ day of _____, 2015.

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

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

CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Water Department

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID OF AND ISSUE A PURCHASE ORDER TO UNIVAR FOR \$79,026.00 TO FURNISH AND DELIVER SODIUM HYPOCHLORITE FOR WATER DISINFECTION FOR FISCAL YEAR 2015-2016

Chad Blais
DEPARTMENT MANAGER’S SIGNATURE

7/6/2015 9:06:05 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

7/9/2015 12:12:52 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

7/8/2015 2:54:30 PM
DATE

Kelly Montgomery
CITY MANAGER

7/8/2015 2:09:50 PM
DATE

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

July 14, 2015

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

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

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COMPTON AMENDING THE 2015-2016 FISCAL YEAR BUDGET
ACCEPTING THE AWARDED 2013 ASSISTANCE TO
FIREFIGHTERS GRANT AND AUTHORIZING THE CITY
MANAGER TO ENTER INTO A SERVICES CONTRACT WITH
WESTNET, INC. FOR INSTALLATION OF FIRST-IN FIRE
STATION ALERTING SYSTEM (\$238,318.66)**

SUMMARY

Adoption of the attached resolution will amend the 2015-2016 Fiscal Year budget, accepting 2013 Assistance to Firefighters Grant funds in the amount of \$235,809.00 -- which includes a required City contribution of 10% matching funds in the amount of \$23,580.00 -- awarded to the City and authorize the City Manager to enter into a service contract with Westnet, Inc. for the installation of "First-In Fire Station Alerting Systems" and issue a purchase order in the amount of \$238,318.66.

BACKGROUND

The Fire Department is required to provide a system in which emergency responses are received at each fire station. The system that is currently being used is old, antiquated and radio-based only. The current system relies on a live dispatcher to establish the dispatching sequence. With a new system, the 911 call taker commits a call and the information is sent to the proper units. The new fire station control system will be IP address-based and allows for a pre-alert process. The current system requires the dispatcher to manually alert each station one at a time for an emergency response. The new system, once the emergency 911 call taker inputs and commits the incident the stations that will be responding will automatically be notified. In times of high calls for service this can reduce emergency responses, on average, in the amount of 3-4 minutes. The first alerting technology will provide an immediate capability to reduce response time, streamline the dispatch process and meet industry standards; such as, NFPA 1221 and NFPA 1710.

Staff Report – Resolution Amending FY 2015-16 Budget
Authorize Service Contract with Westnet, Inc.
Install First-In Fire Station Alerting Systems
July 14, 2015, page 2

STATEMENT OF ISSUE

A request for proposal was conducted and after the bid process was completed Westnet, Inc. submitted the only bid. Westnet, Inc. is the leader in the station alerting community and there are very few that can compete with their system. A new station alerting system will enhance the service to the community as emergency response units can receive dispatching information through an internet connection instead of through radio. Research has shown that pre-alerting systems can save 3-5 minutes of response times in some cases. Staff feels comfortable with the one bid and is recommending Westnet, Inc. as the provider of the alert system replacement. The 2013 Assistance to Firefighters Grant award requires the City to provide 10% in matching funds (\$23,580.00).

ALTERNATIVE

The alternative is to go out to bid again and possibly miss the performance period or not accept the grant.

FISCAL IMPACT

The 2015-2016 Fiscal Year budget should be amended to accept grant funds in the amount of \$212,229.00 into Revenue Account No. 1001 000 000 3980 and then transferred into the Fire Department's budget, Account No. 1001 690 000 4269 for expending. The 10% matching funds in the amount of \$23,580.00, plus the remaining \$2,509.66 needed to meet the bid amount, has been budgeted in the same account.

RECOMMENDATION

Staff recommends that Council approve the attached resolution.

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

APPROVED FOR FORWARDING:

**JOHNNY FORD
CITY MANAGER**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2015-2016 FISCAL YEAR BUDGET ACCEPTING THE AWARDED 2013 ASSISTANCE TO FIREFIGHTERS GRANT AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A SERVICES CONTRACT WITH WESTNET, INC. FOR INSTALLATION OF FIRST-IN FIRE STATION ALERTING SYSTEM (\$238,318.66)

WHEREAS, the Compton Fire Department is required to provide a system in which emergency responses are received at each fire station; and

WHEREAS, the system that is currently being used is old, antiquated and radio-based only, relying on a live dispatcher to manually alert each station one at a time for an emergency response; whereas, with a new fire station control system, the system will be IP address-based, allowing for a pre-alert process and once the emergency 911 call taker inputs and commits the incident, the stations that will be responding will automatically be notified, reducing the emergency response time an average of 3-4 minutes; and

WHEREAS, the City of Compton Fire Department was awarded an Assistance to Firefighters Grant in the amount of \$235,809.00; FEMA funds 90% of the award in the amount of \$212,229.00 and the City has a 10% match in the amount of \$23,580; and

WHEREAS, staff issued an invitation for bids for provision of a new fire station alerting system, however, only one bid was received from Westnet, Inc. in the amount of \$238,318.66; and

WHEREAS, staff reviewed the bid/proposal submitted by Westnet, Inc. and recommends that the City Council accept it in that it is responsive to the needs of the Fire Department and the bid amount submitted for providing the work to be reasonable; and

WHEREAS, after amending the 2015-2016 Fiscal Year budget to accept and transfer the grant funds, sufficient funds, including the 10% matching funds in the amount of \$23,580.00, plus the remaining \$2,509.66 needed to meet the bid amount will be available for the work to be provided by Westnet, Inc. within the Fire Department's budget.

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

Section 1. That the 2013 Assistance to Firefighters Grant (EMW-2013-FO-06546) is hereby accepted.

Section 2. That the bid of Westnet, Inc. in the amount of \$238,318.66 is hereby accepted.

Section 3. That the City Manager, upon the advice and approval of the City Attorney is hereby authorized to enter into a service contract with Westnet, Inc. to install the Fire Station Alerting Systems for the Compton Fire Department.

Section 4. That the 2015-2016 Fiscal Year budget is hereby amended to accept grant funds in the amount of \$212,229.00 into Revenue Account No. 1001 000 000 3980, which amount shall be transferred into Account No. 1001 690 000 4269 for expending.

Section 5. That subsequent to amendment to the budget, funds in the total amount of \$238,318.66 shall be available in Account No. 1001 690 000 4269.

Section 6. That a purchase order is authorized to be issued to Westnet, Inc. in the amount of \$238,318.66 for the installation of the Fire Station Alerting Systems.

Section 7. That a certified copy of this Resolution shall remain on file in the offices of the City Manager, City Attorney, City Controller and the Fire Department.

Section 8. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this ____ day of _____, 2015.

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, do hereby certify that the forgoing 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 ____ day of _____, 2015.

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

AYES: **Council Members-**
NOES: **Council Members-**
ABSTAINS: **Council Members-**
ABSENT: **Council Members-**

CITY CLERK OF THE CITY OF COMPTON

**WESTNET®**

City of Compton



Contract and Statement of Work for Installation of First-In Fire Station Alerting Systems

6/02/14

Westnet, Inc.
Huntington Beach, CA 92649
(800) 807-1700
www.FirstInAlerting.com



CONTRACT FOR FIRE STATION ALERTING SYSTEM EQUIPMENT AND INSTALLATION

The City of Compton, CA Fire Department, the end user ("Customer"), having a principal place of business at 205 South Willowbrook Avenue, Compton CA 90220 and Westnet, Inc., a California corporation, as Contractor ("Westnet"), having a place of business at 15542 Chemical Lane, Huntington Beach, CA 92649, enter into this Contract (the "Contract"), pursuant to which Customer will purchase and Westnet will sell the equipment and services more fully described below. Customer and Westnet may be referred to individually as "Party" and collectively as the "Parties."

EXHIBITS

The Exhibits listed below are incorporated into and made a part of this Contract. In interpreting this Contract and resolving any ambiguities, the main body of this Contract will take precedence over the Exhibits and any inconsistency between the Exhibits will be resolved in the order in which they are listed.

Exhibit A	Statement of Work, Delivery and Installation Verification Forms
Exhibit B	Warranty
Exhibit C	Contract Price and Deliverables
Exhibit D	Payment Schedule
Exhibit E	Acceptance Test Plan
Exhibit F	Final System Acceptance Certificate
Exhibit G	Maintenance and Support Statement of Work

DEFINITIONS

Capitalized terms used in this Contract shall have the following meanings:

"Acceptance Tests" means those tests described in the Acceptance Test Plan

"Confidential Information" is any information disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, labeled or identified at the time of disclosure as being confidential or its equivalent; or if in verbal form is identified as confidential or proprietary at the time of disclosure and confirmed in writing within thirty (30) days of such disclosure. Confidential Information shall not include any information that: (i) is or becomes publicly known through no wrongful act of the receiving party; (ii) is already known to the receiving party without restriction when it is disclosed; (iii) is, or subsequently becomes, rightfully and without breach of this Contract, in the receiving party's possession without any obligation restricting disclosure; (iv) is independently developed by the receiving party without breach of this Contract; or (v) is explicitly approved for release by written authorization of the disclosing party.

"Contract Price" means the price for the System, inclusive of freight and handling charges, as well as applicable state sales tax at the rate as stated in Exhibit C, but exclusive of any other applicable sales or similar taxes or tax rate changes.

"Effective Date" means the date upon which the last party to sign this Contract has executed it.

"Equipment" means the hardware listed in the Statement of Work (Exhibit C)

"Final System Acceptance" means the Customer's written acceptance of the total System pursuant to the terms of the Contract.

"Maintenance and Support Services" means the services described in Westnet's Maintenance and Support Agreement.

"Post Warranty Period" is the period after the expiration of the Warranty (Exhibit B).


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"Punch List" is a list of mutually agreed upon tasks that need to be performed to satisfy the terms of this contract (Exhibit A-2)

"Specifications" means the technical, design, engineering, operational, functional, and interface requirements of the System or, if the context so indicates, of the Software or Equipment, all as provided in this Contract.

"System" means the deliverables to be provided by Westnet under this Contract and is comprised of the Equipment and services as described in Exhibits A and C.

"System Acceptance" means Westnet's successful completion of the Acceptance Tests.

"Warranty Period" is the period as stated in Exhibit B.

CHANGE ORDERS

Either party may request changes within the general scope of this Contract. If Customer wishes to increase or decrease the scope of the Contract by means of a negotiated change order, it will so notify Westnet and clearly state the requested changes. Westnet shall promptly review all requested scope changes and assess the effect of the requested change to the overall System performance and project schedule. If Westnet determines that the requested change will not be detrimental to System performance, Westnet will prepare an estimate of the price of the Equipment and services being added or deleted. After receiving Westnet's estimate, Customer shall promptly in writing approve, disapprove or request further information regarding the estimate. If approved, the Contract Price shall be increased or decreased by the amount of the estimate and the Exhibits shall be amended to reflect the change in scope. A negotiated change order will not be effective unless it is in writing and executed by authorized representatives of both parties.

PROJECT SCHEDULE

Westnet will commence performance of this Contract upon receipt of the executed Contract from Customer and when the payment obligations listed in the Payment Schedule are satisfied. The Customer shall provide Westnet with a project schedule and shall inform Westnet in writing of changes to that schedule. If either party becomes aware that a delay will occur, it will promptly notify the other party of such delay.

FINANCIAL TERMS

1. **CONTRACT PRICE AND PAYMENT.** Westnet will submit invoices to Customer in accordance with the Payment Schedule (Exhibit D). Customer will pay the amount due within thirty (30) days of receipt of a proper invoice.
2. **ADDITIONAL PURCHASES.** The Price Schedule lists the prices and discounts for the Software, Equipment, and Maintenance and Support Services, and such prices will be firm for ninety (90) days from the Effective Date of this Contract. To make additional purchases, Customer will issue a purchase order that references this Contract, and these terms and conditions will apply to such transactions except that Westnet will submit invoices for such additional purchases as Equipment is shipped and monthly as services are performed.
3. **TAXES AND PERMIT FEES:** Unless specifically included in Exhibit C, the Contract Price excludes federal, state, or local sales, use, or other taxes (other than federal, state, and local taxes based on Westnet's income or net worth), all of which will be paid by Customer except as exempt by law. Increases in any tax rate as listed in Exhibit C shall be paid by Customer. The Customer agrees to pay or reimburse Westnet plus overhead for all permit fees, fees by others, and related expenses unless specifically listed and at the amount in Exhibit C.

**SHIPMENT; TITLE; RISK OF LOSS**

1. SHIPMENT AND TITLE TO GOODS. Westnet will pack and ship all Equipment F.O.B. to the delivery sites designated by Customer in accordance with the applicable packing and shipping instructions or, in the absence of such instructions, with best commercial practices to ensure safe arrival at the destination. Title to the Equipment shall pass to Customer upon completion of installation.
2. RISK OF LOSS. Risk of loss for the Equipment shall pass to Customer upon delivery.

SYSTEM ACCEPTANCE

After the Equipment is installed, Westnet will notify Customer in writing that it is ready to commence the Acceptance Test. Westnet and Customer will mutually agree on the date to commence the Acceptance Test per the acceptance test procedure of Exhibit E. If Customer is unable or unwilling to participate in the Acceptance Tests within the on-site installation period, the Acceptance Test procedure will be conducted by an authorized Westnet representative with results shared in writing to Customer. When the System is fully operational based on the documented acceptance test procedure, the System will be deemed accepted as certified in Exhibit F.

DELAYS

Neither party will be liable for its non-performance or delayed performance if caused by a "Force Majeure" which means an event, circumstance, or act of a third party that is beyond a party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause. Each party will notify the other if it becomes aware of any Force Majeure that will significantly delay performance. The notifying party will give such notice promptly (but in no event later than fifteen (10) days) after it discovers the Force Majeure. If a Force Majeure occurs, the parties will execute a change order to extend the Project Schedule for a time period that is reasonable under the circumstances.

DEFAULT AND TERMINATION

1. DEFAULT. If either party breaches a material obligation under this Contract, the other party may consider the breaching party to be in default. If a party asserts a default, it will give the breaching party a written notice of the default. The breaching party will have ten (10) business days thereafter either to cure the default or provide a written plan to cure the default that is acceptable to both parties. If the breaching party provides a cure plan, it will begin implementing the cure plan immediately after receipt of the non-breaching party's approval of the cure plan. If the breaching party fails to provide a cure plan, or fails to cure the default in accordance with the approved cure plan, then the non-breaching party may terminate this Contract for breach.
2. RETURN OF CONFIDENTIAL INFORMATION AND SYSTEM COMPONENTS. Upon the termination of this Contract, all Confidential Information provided by Westnet (including all copies and reprints) that is in Customer's possession, custody, or control shall be promptly delivered to Westnet, and Customer shall thereafter make no further direct or indirect use of such material.

The Customer agrees to return to Westnet those components of the System not yet accepted and paid for in full together with all copies of software, documentation and any related material. Any data or data files generated by the Customer shall remain the property of the Customer.

WARRANTY

Warranty services for the System will be provided per the terms of Westnet's Limited Warranty (Exhibit B).


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MAINTENANCE AND SUPPORT

During the Post Warranty Period, Westnet will make Maintenance and Support Services available to Customer. Customer understands that it will be obligated to purchase such services at the time services are rendered unless the Customer and Westnet have executed a Maintenance and Support Agreement. If Customer exercises its option to purchase extended Maintenance and Support, notice must be provided at least 30 days prior to the expiration of the Warranty Period. See Maintenance and Support Statement of Work (Exhibit G) for complete details.

LIMITATION OF LIABILITY; REMEDIES

This Contract is subject to the limitation of liability and other provisions set forth in the Standard Limited Warranty of Westnet. Neither party will be liable to the other for incidental or consequential damages arising from this Contract. Except as expressly provided to the contrary, the rights and remedies provided in this Contract are cumulative.

CONFIDENTIALITY

During the term of this Contract, a party may provide the other with Confidential Information as defined in the Definitions section of this contract. Each party who receives the Confidential Information of the other party will: (i) maintain the confidentiality of such Confidential Information and not disclose it to any third party, except as authorized by the disclosing party in writing or as required by a court of competent jurisdiction; (ii) restrict disclosure of Confidential Information to its employees who have a "need to know" and not copy or reproduce such Confidential Information; (iii) take necessary and appropriate precautions to guard the confidentiality of Confidential Information, including informing its employees who handle such Confidential Information that it is confidential and not to be disclosed to others, but such precautions shall be at least the same degree of care that the receiving party applies to its own confidential information and shall not be less than reasonable care; and (iv) use such Confidential Information only in furtherance of the performance of this Contract, Westnet's Maintenance and Support Agreement, or to otherwise support Customer in its use and maintenance of the System. Confidential Information is and shall at all times remain the property of the disclosing party, and no grant of any proprietary rights in the Confidential Information is hereby given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Agreement.

DISPUTES

1. **SETTLEMENT PREFERRED.** The parties will attempt to settle any claim or controversy arising from this Contract through consultation and negotiation in good faith and a spirit of mutual cooperation. The respective project managers will confer and attempt to settle a dispute. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary.
2. **LITIGATION.** Any claim relating to intellectual property and any dispute that cannot be resolved between the parties through negotiation as described above shall then be submitted by either party to the Orange County, California Superior Court or the United States District Court, Santa Ana, California.

GENERAL

1. **NO ASSIGNMENT.** Unless otherwise expressly provided, neither party may assign this Contract without the prior written consent of the other party. This Contract will inure to the benefit of and be binding upon the parties and their successors and permitted assignees.
2. **WAIVER.** Failure or delay by either party to exercise any right or power under this Contract will not operate as a waiver of such right or power. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be



construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

3. **SEVERABILITY.** If a court of competent jurisdiction renders any provision of this Contract (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Contract will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Contract.
4. **INDEPENDENT CONTRACTORS.** Each party shall perform its duties only as an independent contractor. A party and its personnel shall not be considered to be an employee or agent of the other party. Nothing in this Contract shall be interpreted as granting either party the right or authority to make commitments of any kind for the other. This Contract shall not constitute, create, or in any way be interpreted as a joint venture, partnership or formal business organization of any kind.
5. **HEADINGS AND SECTION REFERENCES; CONSTRUCTION.** The section headings in this Contract are inserted only for convenience and are not to be construed as part of this Contract or as a limitation of the scope of the particular section to which the heading refers. This Contract will be fairly interpreted in accordance with its terms and conditions and not for or against either party.
6. **GOVERNING LAW.** This Contract and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the State of California.
7. **ENTIRE AGREEMENT.** This Contract, including all Exhibits, constitutes the entire agreement of the parties regarding the subject matter hereof and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to such subject matter. This Contract may be amended or modified only by a written instrument signed by an authorized representative of each party. This Contract may be executed in counterparts.
8. **NOTICES.** Notices required under this Contract to be given by one party to the other must be in writing and either delivered in person or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service with an asset tracking system, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and shall be effective upon receipt:

Westnet:

Westnet, Inc.
Attn: Dawn Matheny
15542 Chemical Lane
Huntington Beach, CA 92649
Fax: 714-901-5610

Customer:

Compton Fire Department
Battalion Chief Vincent Capelle
205 South Willowbrook Avenue
Compton, CA 90220
Fax: 310-632-8414

9. **AUTHORITY TO EXECUTE AGREEMENT.** Each party represents to the other that (i) it has obtained all necessary approvals, consents and authorizations to enter into this Contract and to perform its duties under this Contract; (ii) the person executing this Contract on its behalf has the authority to do so; (iii) upon execution and delivery of this Contract by the parties, it is a valid and binding contract, enforceable in accordance with its terms; and (iv) the execution, delivery, and performance of this Contract does not violate any bylaw, charter, regulation, law or any other governing authority of the party.
10. **USE OF TRADEMARKS AND NAMES.** Except as expressly agreed to in writing, neither party may use the other party's name, logo, or trademarks, or any abbreviation of the other party's name, in any advertising, marketing campaigns, press releases, or communication with the press, without the specific prior consent of the other party. Each party must strictly follow the other party's instructions concerning use of the other party's trademarks.


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11. NO LICENSE OF WESTNET'S INTELLECTUAL PROPERTY. This Contract does not grant to Customer any license under any patents or other intellectual property rights of Westnet. This Contract does not grant either party the right to manufacture any of the other party's Software or Equipment.
12. SURVIVAL OF TERMS. The provisions found in the following paragraphs shall survive the expiration or termination of this Contract for any reason: WARRANTY; LIMITATION OF LIABILITY; CONFIDENTIALITY; and DISPUTES.
13. PUBLICITY. Neither party shall issue a press release or make any similar public announcement regarding the transactions contemplated by this Agreement without the other party's prior written consent to the specific language and intended distribution of such press release or announcement.

In witness whereof, the parties hereby execute this Contract on the dates set forth below.

WESTNET:
WESTNET, INC.

CUSTOMER:
COMPTON FIRE DEPARTMENT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



EXHIBIT A

STATEMENT OF WORK

INTRODUCTION

Parties: Westnet, Inc. (herein Westnet) and the Customer (herein Customer) have come together under this Statement of Work to provide and install a Westnet First-In Fire Station Alerting System(s) at the Customer's Fire Station(s). Any other parties participating in this project are deemed an agent of one of the aforementioned principal parties.

Project Overview: Westnet will provide and install a First-In® Fire Station Alerting System (herein System) for the Station, which alerts in-station personnel of an alert from Customer's Dispatch Center (herein Dispatch). The System consists of the equipment enumerated in Exhibit C. Westnet installation is limited to cabling and device install. All conduit, rough-in, electrical, networking and radio systems will be provided by the Customer at Customer's expense.

EQUIPMENT AND INSTALLATION:

Description of Fire Station Alerting Systems: Upon receipt of a proper alert from Dispatch, the First-In Master Control Unit (herein MCU) sends commands to the various First-In Smart Station Units (herein Units) and/or other non-Smart Station Units located throughout the fire Station. Depending upon Customer programming, the Units will emit an audible and/or visual indication of an incoming alert from Dispatch. The Units for this project are listed in Exhibit C (Contract Price and Deliverables).

WESTNET RESPONSIBILITIES:

Pre-Installation Responsibilities:

1. Approve a completed Westnet Configuration Form within thirty (30) days of the scheduled equipment shipment. Customer changes to the programming after approval may result in additional fees.
2. Build and ship the equipment to the requirements specified in Westnet Configuration Form.

Installation Responsibilities:

1. Installation of any Smart Station cabling, terminations and testing of the cable plant.
2. Install the System at the Station and verify proper connection of the radio to the MCU.
3. Provide a Westnet On-Site Factory Representative at the conclusion of the installation to certify the installation and provide operator training.

Post-Installation Responsibilities:

1. Perform start-up of the system and demonstrate system to the Customer for acceptance sign-off.
2. Provide technical telephone support to the Customer for a period of one year.
3. Provide as-built drawings depicting the location of Smart Station Units within the Station.
4. Provide on-site maintenance and the warranty services under the terms of Exhibit B.



CUSTOMER RESPONSIBILITIES

Pre-Installation Responsibilities:

1. Provide and install all conduit, rough-in and electrical systems.
2. Tender written approval of a completed Westnet Configuration Form thirty (30) days prior to scheduled equipment shipment.
3. Provide all radio and networking equipment necessary for integration with the MCU and Smart Station Units. The radio equipment includes, but is not limited to a properly operating radio base station, installed antenna and feedline lightening arrestor, that produces an acceptable level of signaling, as well as an acceptable level of Dispatch voice audio. An acceptable level of signaling shall be a minimum of 500 millivolts peak-to-peak of Dispatch audio and tone signaling audio.
4. For network alerted systems, provide Westnet with the Station IP Address, Subnet Mask and Gateway information one month prior to installation.
5. For network alerted systems, provide a properly operating Ethernet port and Local Area Network within the Station.
6. For network alerted systems, provide a properly operating Wide Area network that has sufficient capacity at maximum anticipated traffic to support all alerting functions.
7. Provide adequate space for the MCU and the MCU's Power Module or UPS. The space for these three devices must not be more than six (6) feet from the radio base station and a 110-volt outlet. Each power outlet must have proper polarity and grounding.
8. Provide a five-ohm earth ground circuit connected to the radio antenna lightening suppressing circuit.
9. Provide all Messengers and Power Module Assemblies (Part # SPC100028V), which consists of a Power Module and a UPS, with one 110-volt outlet within five (5) feet of the Power Module. The Power Module Assembly requires adequate ventilation to function properly and maintain the one-year warranty.
10. Provide a telephone system that has an analog paging audio port with 600-ohm balanced audio and a DC contact closure for telephone paging. Should audio feedback occur during paging, the Customer will need to provide and install a feedback eliminator.
11. Establish and maintain an operating 24/7 VPN for Westnet to connect to all fire stations that are equipped with the First-In Fire Station Alerting (First-In) equipment.

Installation Responsibilities:

1. Return a signed copy of the attached Delivery Verification Form (Exhibit A-1) upon receipt of the System. Return a signed copy of the attached Installation Verification Form (Exhibit A-2) upon installation of the System.
2. Should a discrepancy arise among Customer personnel regarding the placement or mounting methods, or other installation matters, there will be resolution of such discrepancy within twenty-four (24) hours. If such resolution does not occur, Westnet may bill the Customer for any standby time until such discrepancy is resolved.



3. Provide a minimum of five (5) business days notice to the Westnet Project Manager or Westnet's Installation Company should the Customer need to postpone the scheduled installation. Provide a minimum of five days (5) days notice to Westnet should the Customer need to postpone or cancel the On-Site Supervisor trip. Compliance with the notice requirements noted above does not absolve the Customer of damages related to the cancellation or postponement. If the Customer has not met the requirements of Pre-Installation and Installation Responsibilities, and if Westnet is unable to reasonably continue the Work at another location, the Customer shall reimburse Westnet for standby time and travel expenses.
4. The Customer must notify Westnet of any areas known to contain asbestos. If during the installation process, Westnet suspects or encounters asbestos, the Customer will be required to drill all holes in the related area. Westnet shall have no liability to the Customer, its employees or to any other persons for any asbestos related claims, including, without limitation, removal or cleanup costs, loss of use, lost profits or personal injury or property damages (collectively the "asbestos claims").
5. Allow Westnet to bring a Scissor-Lift onto Customer premises if necessary. The Scissor-Lift will be used to aid in the installation of the equipment in apparatus bays and other high ceiling areas.
6. Bring the station operating circuit wiring to the location of the Control Remote for all devices desired to be activated by the Control Remote.
7. In the event that the Customer elects to purchase Satellites for the apparatus bay at any point in time, the Customer will provide any pendant mounting equipment for the apparatus bay and other high ceiling areas that exceed twelve (12) feet. While Westnet supplies a mounting device for each Satellite and Satellite Controller, the Customer must provide all mounting equipment and platforms necessary to meet the twelve (12) foot height restriction. For a period not to exceed ninety (90) days after installation of the System, the Customer can issue a separate purchase order for the purchase and installation of Satellites and Power Modules, if needed, in the apparatus bay. Westnet will hold the equipment pricing for the ninety (90) day period.
8. Provide any other support to Westnet to ensure successful installation and integration of the alerting Systems.
9. Participate in Acceptance Testing during the On-Site Factory Representative visit. A copy of the Acceptance Test Plan is located in Exhibit E.
10. If deemed necessary by the Westnet, allow Westnet to install a Westnet-owned Performance Monitoring Computer in Dispatch. The computer is used to administer technical support and maintenance services. The computer will be returned to Westnet at the conclusion of the warranty period. The Customer will be responsible for all anti-virus and operating system updates.

Post-Installation Responsibilities:

1. Provide primary support for all alarm Systems concerns. The Customer will contact Westnet once it has completed primary troubleshooting and verified that a problem resides within the station alerting equipment.
2. The Customer will provide all maintenance of the First-In Fire Station Alerting Systems, unless the Customer purchases a Maintenance Plan from Westnet (see Exhibit G).


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3. Administer warranty service for any Customer-supplied equipment. Warranty services are performed at Westnet's Factory after the Customer removes and ships the equipment to the Factory for repair. No loaner or spare equipment will be provided under this Agreement.

TRAINING:

Operator Training: Westnet will provide one (1) hour of operator training for three shifts at the Station. The training will cover operation of the MCU and Smart Station Units during an alert sequence.

EXCLUSIONS:

1. Additional Equipment: There will be no additional equipment provided by Westnet as Exhibit C is a complete list of equipment to be provided under the Statement of Work. Westnet does not provide spare units to replace units at Westnet for warranty repair, unless provided for in a separate maintenance agreement. Should additional or spare equipment beyond the scope of this Statement of Work be desired, a separate quote and purchase order will be required. Prices for additional equipment will be based upon the Price List in effect at the time of the quote. Westnet will not be providing any two-way radios, two-way radio accessories, printers or routers to the Customer.
2. Post-Installation Equipment - Westnet does not warranty equipment provided under this Statement of Work should a party other than Westnet or Westnet's installation subcontractor install or integrate any non-Westnet equipment into the alerting or dispatch systems. An exception to this exclusion is the CAD interface and Customer's radio system.
3. Alerting Equipment Voice-chip or Programming Changes: Any changes in the text of the voice-chips or reprogramming to any units once the programming from the Westnet Configuration Form is complete will be a billable charge to the Customer, unless such change stems from a programming error by Westnet. The charge will consist of parts, labor, and any applicable shipping and taxes. The Customer must provide the labor, or hire Westnet for an additional charge, to remove and reinstall any reprogrammed voice-chips or units once the units leave the factory.
4. Services: Installation labor, repair labor, other on-site or engineering labor beyond the scope of this Statement of Work is excluded. Westnet will charge the current rate per hour, per man, plus expenses for work exceeding the scope of this Statement of Work. The labor rate after normal business hours and on weekends is the Off-Hours rate per hour, per man, plus expenses. Payment for such services is due within thirty (30) days. Should the Customer become delinquent in payment for such services, Westnet reserves the right to refuse service for both the services provided under this Statement of Work, as well as any other requests for service.
5. Computer Systems: Westnet and/or any Westnet-supplied equipment will not make a recommendation as to which apparatus or personnel assigned to an emergency call. Rather, Dispatch personnel, the CAD and/or any other Customer mechanism is responsible for equipment and personnel assignment.
6. Telephone Services: Payment for services and coordination involving the connection of any telephone lines to the station and dispatch shall be the responsibility of the Customer.
7. CAD or Other Equipment Upgrade: This Statement of Work does not include any upgrades to the Customer's CAD, dispatch equipment, radio systems or other equipment unless otherwise noted. Any on-site or technical support requested will be an additional fee.
8. Maintenance: Westnet will provide full on-site maintenance for the first year and for each subsequent year that the Customer purchases a maintenance plan.



9. Installation:

- a) Westnet understands that the term “optimal” is subjective. Although Westnet will attempt to place the Systems equipment in the Customer’s desired locations, Westnet reserves the right to place the equipment in the most beneficial and safest location.
- b) Should Westnet be requested to provide installation services beyond the scope of this Statement of Work, a separate quote will be issued and a Customer purchase order will be required for such installation services.
- c) The Customer will be providing all conduits required by the electrical code that is necessary for installation of the Systems.

10. Limited Warranty: See Exhibit B.

11. CAD Operation: Should the CAD be unable to alert a properly functioning MCU, it is the responsibility of the Customer to correct the situation at the Customer’s sole expense. Any work by Westnet necessary to troubleshoot the CAD system or modify the MCU post-production is not included in any pricing and will be an additional charge.

12. Interfaces: No interfaces are included in Westnet’s pricing and are beyond the scope of this Statement of Work.

13. Other: Westnet makes no guarantee and has no responsibility for the performance of ancillary systems used in the alerting process, such as the CAD, the wired or wireless connectivity from Customer’s Dispatch to the Station, Public Address and telephone paging systems, as well as devices connected to the Control Remote. The Customer has been advised that the alerting System may not function properly unless the ancillary systems are functioning correctly. With the proper inputs, the System will activate System lights, speakers, relays (Control Remotes), System Doorbells, Test and Emergency Buttons.

CONCLUSION:

- 1. Acceptance: Acceptance of this Statement of Work by the principal parties constitutes a final written expression of all the terms of the Statement of Work between Westnet and the principal parties and is a complete and exclusive statement of those terms. Any representations, promises, warranties or statements by Westnet’s agents that differ in any way from the terms of this written Statement of Work shall be given no force or effect. WESTNET, INC. RESERVES THE RIGHT TO MAKE CHANGES TO THIS STATEMENT OF WORK UNTIL SUCH TIME THAT A CONTRACT HAS BEEN EXECUTED.

**WESTNET®****EXHIBIT A-1****DELIVERY VERIFICATION FORM*****First-In Fire Station Alerting Equipment**

The signature below serves as verification that the boxes with equipment listed for Station _____ in Exhibit C were delivered with no apparent damage.

Customer Representative

Date

Printed Name & Title

(For partial deliveries, the following form shall be used.)

The signature below serves as verification that the following boxes with equipment listed for Station _____ in Exhibit C were delivered with apparent damage:

1. _____

3. _____

2. _____

4. _____

Customer Representative

Date

Printed Name & Title

* Print and execute one copy of this form for each station.

**EXHIBIT A-2****INSTALLATION VERIFICATION FORM***

The signature below serves as verification that the Fire Station Alerting Equipment enumerated in Exhibit C, plus or minus the following mutually agreed upon changes, has been installed in a commercially reasonable manner and functions properly in the **System Test Mode**. Any punch-list items will be resolved prior to final System Acceptance.

☐ A check in this box means that no equipment changes were made, and that the only equipment installed at the Fire Station is that which is listed in Exhibit C.

☐ A check in this box means the following mutually agreed upon changes have been installed.

1. _____

6. _____

2. _____

7. _____

3. _____

8. _____

4. _____

9. _____

5. _____

10. _____

Customer Representative

Date

Printed Name & Title

* Print and execute one copy of this form for each station.


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EXHIBIT B

WESTNET, INC. STANDARD LIMITED WARRANTY

1. Westnet, Inc. ("Westnet") is providing its "Limited Warranty" covering the First-In products, parts, components and system being purchased by Customer under this Agreement (collectively, the "Products") as set forth in this Paragraph 1. When Westnet, or a certified Westnet installer installs the Product, this warranty begins upon first beneficial use of the Product by the Customer or when the installation is complete, whichever occurs first. In all other instances, this warranty commences upon shipment.

- A. Westnet warrants exclusively to Customer that each Product sold hereunder will be free from defects in material and workmanship for a period of one (1) year from the date of delivery of the Product to Customer or, if installation is performed by Westnet or a subcontractor of Westnet, from the date of installation. If Westnet or a subcontractor of Westnet performs the installation, such installation service will be deemed to be part of the Product for purposes of this Limited Warranty and Westnet's liabilities under this Agreement. Any parts and cabling used in the installation of a Product are not covered by this Limited Warranty unless Westnet (and not Customer or a third party installation company) performs the complete installation. Any Product claimed by Customer to violate this Limited Warranty must be returned to Westnet's designated service center at the expense of Customer, provided that Westnet will first be given the opportunity, at its option and expense, to inspect the Product in its installed location and may elect to waive such return. Westnet will perform all warranty work at its service location only and not at the Customer's location, unless Westnet agrees, in its sole discretion, to undertake the warranty work at Customer's location. Westnet's sole obligation and Customer's exclusive remedy for any breach of this Limited Warranty will be the repair or replacement, at Westnet's option, of the defective Product. Any replacement or repaired Product will be covered by this Limited Warranty only for the remainder of the original warranty period. Any replacement or repaired Product may be made with new or reconditioned components and will be shipped to Customer at the expense of Westnet. Any replaced Product becomes the property of Westnet. If Westnet determines that such repair or replacement is not economical or feasible or such remedy fails of its essential purpose, Customer's exclusive alternate remedy and Westnet's sole obligation for any breach of this Limited Warranty will be the return to Customer of the purchase price paid to Westnet for the Product, provided Customer has returned the Product to Westnet.
- B. This Limited Warranty applies only if Westnet's testing and examination of the Product discloses that the alleged defect or malfunction of the Product exists and was not caused by Customer's or any third person's misuse, negligence, improper installation or testing, or unauthorized attempts to open, repair or modify the Product, or by accident, fire, water, lightening, power cuts or outages, power or telephone line transients, other hazards, or acts of God, or by any other cause beyond the range of intended use in accordance with the Product's normal usage and Westnet's published instructions. This Limited Warranty will apply only if Customer notifies Westnet of the defect in writing not more than one (1) year after its delivery to Customer. This Limited Warranty does not cover physical damage to the surface of the Product after its delivery to Customer, including cracks or scratches on the LCD or outside casing. This Limited Warranty does not apply when the malfunction results from the use of this Product in conjunction with other products, or ancillary or peripheral equipment, and Westnet determines there is no fault with the Product itself. This Limited Warranty does not apply to any defect or malfunction of the Product due to any communications software or device Customer may use with the Product. Customer will promptly inspect all Products delivered to it. Any claim against Westnet under this Limited Warranty or otherwise for damages to or defects in the delivered Products that are observable in a reasonable visual inspection will be deemed waived unless the claim is made in writing to Westnet within thirty (30) days after such delivery.
- C. EXCEPT FOR THIS EXPRESS LIMITED WARRANTY AND WESTNET'S STATUTORY WARRANTY OF GOOD TITLE, WESTNET MAKES NO WARRANTIES OR REPRESENTATIONS,



EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE PRODUCTS COVERED HEREBY, INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, CORRESPONDENCE WITH DESCRIPTION, OR (SUBJECT TO PARAGRAPH 4) NONINFRINGEMENT OF PATENTS OR OTHER PROPRIETARY RIGHTS. NO EMPLOYEE, AGENT OR REPRESENTATIVE OF WESTNET IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY ON BEHALF OF WESTNET RELATING TO THE PRODUCTS EXCEPT TO THE EXTENT SPECIFICALLY STATED HEREIN. WESTNET NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE OR USE OF THE PRODUCTS.

2. LIMITS ON LIABILITY. EXCEPT AS EXPRESSLY PROVIDED IN PARAGRAPHS 1 AND 4, IN NO EVENT, WHETHER BASED ON BREACH OF WARRANTY OR CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR ANY OTHER LEGAL THEORY, (A) WILL WESTNET BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR COST OF COVER ARISING OUT OF CUSTOMER'S SELECTION, ORDERING, PURCHASE, USE, RESALE OR DISTRIBUTION OF THE PRODUCTS COVERED HEREBY, OR OTHERWISE, EVEN IF WESTNET HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, NOR (B) WILL WESTNET'S TOTAL LIABILITY TO CUSTOMER AND ANY THIRD PARTIES WITH RESPECT TO ANY SPECIFIC PRODUCT AND ANY RELATED SERVICES EXCEED THE PURCHASE PRICE TO WESTNET FOR THAT PRODUCT AND SUCH SERVICES. SUCH DAMAGES THAT WESTNET WILL NOT BE LIABLE FOR INCLUDE, BUT ARE NOT LIMITED TO: LOSS OF PROFITS, SAVINGS OR REVENUE; LOSS OF USE OF A PRODUCT OR ANY ASSOCIATED EQUIPMENT; COST OF CAPITAL; COST OF ANY SUBSTITUTE GOODS, EQUIPMENT, FACILITIES OR SERVICES; DOWNTIME; AND, EXCEPT AS PROVIDED IN PARAGRAPH 4, THE CLAIMS OF THIRD PARTIES INCLUDING CUSTOMER'S EMPLOYEES OR AGENTS AND ANY PERSONS TO WHOM CUSTOMER PROVIDES SERVICES.

3. FORCE MAJEURE, SHORTAGES AND OFFSETS. Westnet will not be liable for loss or damage of any kind resulting from any delay in delivery or failure to supply ordered Products or otherwise carry out its obligations under this Agreement due to causes beyond its reasonable control, and no such event will relieve Customer of its obligations to make payments for other deliveries made when due under this Agreement. Such causes may include, but shall not be limited to, acts of God, the elements, acts or omissions of Customer, carriers, suppliers to Westnet or civil or military authorities, fires, labor disputes and other inabilities of Westnet to obtain necessary labor, materials or supplies from usual sources. If temporarily excused from performance under this Agreement by any such circumstances, Westnet shall resume its performance as soon as is reasonably feasible. Westnet reserves the right, in its sole judgment and without liability to Customer, reasonably to allocate its available production capacity and Product inventories as may be necessary or equitable in the event of any shortages of production capacity or Products at any time. Westnet may offset against any amounts owed by Westnet to Customer under this Agreement or otherwise any credits or amounts that are owed by Customer to Westnet under this Agreement or otherwise.

4. INFRINGEMENT. Westnet agrees to defend Customer against, and pay any damages awarded against Customer and direct expenses, including attorneys' fees, reasonably incurred by Customer (but excluding any lost revenues, lost profits or other consequential economic damages of Customer) as a result of, any action brought against Customer, if and to the extent the action is based on a valid claim that any Product delivered to Customer under this Agreement infringes another person's patent, copyright, trade secret or trademark. Westnet's obligations under this paragraph will be conditioned upon Customer promptly notifying Westnet in writing of the existence of any such action, giving Westnet full authority to conduct the defense and settlement of the action, at Westnet's expense and with counsel of Westnet's selection, and cooperating fully with Westnet and such counsel. If any Product becomes, or in Westnet's opinion is likely to become, the subject of an action for such infringement, Westnet may procure for Customer the right to continue using the Product or replace or modify it to make it noninfringing, provided such replacement or modification does not affect the performance or value of the Product to Customer in a materially adverse manner. Alternatively, Westnet may return to Customer the purchase price paid to

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Westnet for such Product and Customer shall return the Product to Westnet at Westnet's expense. Westnet will not have liability for, and Customer will defend Westnet against, and pay any damages awarded against Westnet and direct expenses, including attorneys' fees, reasonably incurred by Westnet (but excluding any lost revenues, lost profits or other consequential economic damages of Westnet) as a result of, any action is brought against Customer or Westnet, if and to the extent that the action is based on a valid claim that Westnet's compliance with Customer's design or specifications for a Product or Customer's use or combination of the Product with any material or process not acquired from Westnet (if the infringement would not have resulted from use of the Product without such material or process) infringes another person's patent, copyright, trade secret or trademark. The foregoing states Westnet's entire liability with respect to any infringement of patents, copyrights, trade secrets, trademarks or other proprietary rights relating to the Products.

5. INDEMNIFICATION. Subject to Paragraphs 1 and 4, Customer agrees to indemnify, defend and hold harmless Westnet against and from any claims, damages, losses, expenses (including attorneys' fees) and liabilities incurred by Westnet as a result of acts or omissions of Customer and its affiliates, employees or subcontractors or in connection with Customer's installation or use of a Product or its other activities.

6. GOVERNING LAW. This Agreement will be governed by the laws of the State of California, U.S.A., excluding their conflicts of laws principles. The United Nations Convention of Contracts for the International Sale of Goods is hereby excluded in its entirety from application to this Agreement.

7. SEVERABILITY. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall be ineffective to the extent of such prohibition or unenforceability without invalidating any other provisions of this Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

**EXHIBIT C****CONTRACT PRICE & DELIVERABLES****FIRE STATION #1 First-In Alerting Equipment**

Product ID	Product	QTY	Price	Sub Total
FIN-Eth-T9	Ethernet Data Activated First-In Type 9 MCU	1.00	\$7,395.95	\$7,395.95
SCR26-24VC5	Control Remote (each controls up to 8 functions)	1.00	\$1,175.95	\$1,175.95
SDBS1	Doorbell Button	1.00	\$225.00	\$225.00
SDRM38V-FM	Dorm Remote -Flush Mount Kit also required	2.00	\$898.25	\$1,796.50
SDRMKIT-HOF	Dorm Remote Flush Mount Hoffman Kit	2.00	\$218.25	\$436.50
SHPA150-D	High Power Paging Audio Module (includes two speakers)	2.00	\$2,175.49	\$4,350.98
SKL-LS	Knight Light Strip (7.5 ft.)	10.00	\$484.80	\$4,848.00
SPC28-DM-1K2PS	Power Module w/ Dual Mode, UPS & Dual Power Supplies	1.00	\$3,092.38	\$3,092.38
SPC28-LT-1K1PS	Power Module Lite w/ UPS & Single Power Supply	1.00	\$1,561.24	\$1,561.24
SSAT	Satellight (driven off Satellight Controller)	19.00	\$295.00	\$5,605.00
SSATKIT-HOFF	Satellight Mounting Kit-Hoffman	29.00	\$48.00	\$1,392.00
SSAT-M	Satellight Controller	10.00	\$599.98	\$5,999.80
SSETS	Emergency Button	1.00	\$225.00	\$225.00
SSPK-SW-M	Smart Station Speaker Switch-Main	1.00	\$225.00	\$225.00
SS-TIM-01	Telephone Interface Module	1.00	\$1,199.95	\$1,199.95
	Ringer Interface Module	1.00	\$1,199.95	\$1,199.95

Equipment Total	\$40,729.20
Install Supplies	\$3,064.58
Total Tax (9.0000000000 %)	\$3,941.44
Station Equipment Install	\$22,990.00
One Year Toll Free Technical Support	\$0.00
On Site Warranty	\$1,316.50
Project Coordination	\$880.00
Total Amount	\$72,921.72


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FIRE STATION #2 First-In Alerting Equipment

Product ID	Product	QTY	Price	Sub Total
FIN-Eth-T9	Ethernet Data Activated First-In Type 9 MCU	1.00	\$7,395.95	\$7,395.95
SCR26-24VC5	Control Remote (each controls up to 8 functions)	1.00	\$1,175.95	\$1,175.95
SDBS1	Doorbell Button	1.00	\$225.00	\$225.00
SHPA150-D	High Power Paging Audio Module (includes two speakers)	1.00	\$2,175.49	\$2,175.49
SKL-LS	Knight Light Strip (7.5 ft.)	2.00	\$484.80	\$969.60
SPC28-DM-1K2PS	Power Module w/ Dual Mode, UPS & Dual Power Supplies	1.00	\$3,092.38	\$3,092.38
SSAT	Satellight (driven off Satellight Controller)	8.00	\$295.00	\$2,360.00
SSATKIT-HOFF	Satellight Mounting Kit-Hoffman	13.00	\$48.00	\$624.00
SSAT-M	Satellight Controller	5.00	\$599.98	\$2,999.90
SSETS	Emergency Button	1.00	\$225.00	\$225.00
SS-OSA	Outside Speaker Audio Module (includes one speaker)	1.00	\$599.98	\$599.98
SS-TIM-01	Telephone Interface Module	1.00	\$1,199.95	\$1,199.95
	Ringer Interface Module	1.00	\$1,199.95	\$1,199.95

Equipment Total	\$24,243.15
Install Supplies	\$1,519.86
Total Tax (9.0000000000 %)	\$2,318.67
Station Equipment Install	\$12,175.00
One Year Toll Free Technical Support	\$0.00
On Site Warranty	\$1,179.43
Project Coordination	\$550.00
Total Amount	\$41,986.11



FIRE STATION #3 First-In Alerting Equipment

Product ID	Product	QTY	Price	Sub Total
FIN-Eth-T9	Ethernet Data Activated First-In Type 9 MCU	1.00	\$7,395.95	\$7,395.95
SCR26-24VC5	Control Remote (each controls up to 8 functions)	1.00	\$1,175.95	\$1,175.95
SDBS1	Doorbell Button	1.00	\$225.00	\$225.00
SHPA150	High Power Paging Audio Module (includes one speaker)	2.00	\$1,495.00	\$2,990.00
SHPA150-D	High Power Paging Audio Module (includes two speakers)	2.00	\$2,175.49	\$4,350.98
SKL-LS	Knight Light Strip (7.5 ft.)	12.00	\$484.80	\$5,817.60
SPC28-DM-1K2PS	Power Module w/ Dual Mode, UPS & Dual Power Supplies	1.00	\$3,092.38	\$3,092.38
SPC28-LT-1K1PS	Power Module Lite w/ UPS & Single Power Supply	1.00	\$1,561.24	\$1,561.24
SSAT	Satellight (driven off Satelight Controller)	23.00	\$295.00	\$6,785.00
SSATKIT-HOFF	Satellight Mounting Kit-Hoffman	38.00	\$48.00	\$1,824.00
SSAT-M	Satellight Controller	15.00	\$599.98	\$8,999.70
SSETS	Emergency Button	1.00	\$225.00	\$225.00
SSPK-SW-M	Smart Station Speaker Switch-Main	1.00	\$225.00	\$225.00
SS-TIM-01	Telephone Interface Module	1.00	\$1,199.95	\$1,199.95
	Ringer Interface Module	1.00	\$1,199.95	\$1,199.95

Equipment Total	\$47,067.70
Install Supplies	\$3,686.35
Total Tax (9.0000000000 %)	\$4,567.86
Station Equipment Install	\$27,195.00
One Year Toll Free Technical Support	\$0.00
On Site Warranty	\$1,736.78
Project Coordination	\$880.00
Total Amount	\$85,133.69


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FIRE STATION #4 First-In Alerting Equipment

Product ID	Product	QTY	Price	Sub Total
FIN-Eth-T9	Ethernet Data Activated First-In Type 9 MCU	1.00	\$7,395.95	\$7,395.95
SCR26-24VC5	Control Remote (each controls up to 8 functions)	1.00	\$1,175.95	\$1,175.95
SDBS1	Doorbell Button	1.00	\$225.00	\$225.00
SHPA150-D	High Power Paging Audio Module (includes two speakers)	1.00	\$2,175.49	\$2,175.49
SKL-LS	Knight Light Strip (7.5 ft.)	2.00	\$484.80	\$969.60
SPC28-DM-1K2PS	Power Module w/ Dual Mode, UPS & Dual Power Supplies	1.00	\$3,092.38	\$3,092.38
SSAT	Satellight (driven off Satellight Controller)	6.00	\$295.00	\$1,770.00
SSATKIT-HOFF	Satellight Mounting Kit-Hoffman	10.00	\$48.00	\$480.00
SSAT-M	Satellight Controller	4.00	\$599.98	\$2,399.92
SSETS	Emergency Button	1.00	\$225.00	\$225.00
SS-OSA	Outside Speaker Audio Module (includes one speaker)	1.00	\$599.98	\$599.98
SS-TIM-01	Telephone Interface Module	1.00	\$1,199.95	\$1,199.95
	Ringer Interface Module	1.00	\$1,199.95	\$1,199.95

Equipment Total	\$22,909.17
Install Supplies	\$1,358.18
Total Tax (9.0000000000 %)	\$2,184.06
Station Equipment Install	\$10,135.00
One Year Toll Free Technical Support	\$0.00
On Site Warranty	\$1,140.73
Project Coordination	\$550.00
Total Amount	<u>\$38,277.14</u>



EXHIBIT D

WESTNET PAYMENT SCHEDULE FOR EQUIPMENT AND INSTALLATION

Summary of Project Costs

Description	Total Project
Fire Station #1	\$72,921.72
Fire Station #2	\$41,986.11
Fire Station #3	\$85,133.69
Fire Station #4	\$38,277.14
	Total \$238,318.66

	PROJECT MILESTONE	EXHIBIT	PROJECT COST %	INVOICE AMOUNT
1	Due Upon Contract Execution	n/a	40%	\$95,327.46
2	Due Upon Equipment Delivery	Exhibit A-1	35% Exhibit C - Product Costs (Equipment, Install Supplies, Tax = \$157,590.22)	\$55,156.58
3	Due Upon System Installation	Exhibit A-2	35% Exhibit C - Service Costs (Installation, Tech Support, Warranty, Project Coord = \$80,728.44)	\$28,254.95
4	Due Upon Acceptance Testing	Exhibit E	15%	\$35,747.80
5	Due Upon Final System Acceptance	Exhibit F	10%	\$23,831.87

**Total Amount:
\$238,318.66**

Westnet may invoice and the Customer agrees to pay upon satisfactory completion of each of the five (5) project milestones listed above.

If payment is not received within thirty (30) days from the date of invoice, a late fee of one and a half percent (1.5%) per month of the unpaid balance will be charged and immediately due.


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EXHIBIT E

ACCEPTANCE TEST PLAN

OBJECTIVE: The purpose of completing this Acceptance Test Plan is to achieve "System Acceptance" by demonstrating to the Customer that the installed fire station alerting system ("System") equipment is operational and properly performs the function specified herein. Upon successful execution of this ATP, the System will have achieved "System Acceptance". Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance, but will be corrected according to a mutually agreed upon schedule. In the event that a part of the System does not pass the ATP, the System will be re-tested when Westnet determines that a corrective action has been taken to ensure proper operation. Final System Acceptance will occur after System Acceptance and when all deliverables and other work have been completed. When Final System Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the Final System Acceptance Certificate.

SCOPE: The scope of this ATP is limited to the System supplied by Westnet, Inc. It does not include any other equipment or systems upon which the alerting system, once in use, relies for proper activation and function (i.e. the Customer's CAD, radio, network and/or electrical systems). The failure or unavailability of these other systems during the ATP shall not affect the outcome of this ATP, nor shall it affect the System Acceptance and subsequent Final System Acceptance of the System.

TEST SCHEDULE: Westnet and the Customer will conduct the ATP at a mutually agreed-upon time and date once Westnet informs the Customer that the System is ready for acceptance testing.

FIRE STATION METHODOLOGY: The ATP will test devices that, operationally, are activated by Dispatch, as well as devices that are not activated by Dispatch, but rather the fire station crew.

1. Data / Network Activation Operation - This section tests/simulates a test of a network-based alert of the station from Dispatch. Data sequences assigned to the fire station zones shall be applied to the Ethernet port of the Master Control Unit using the Alerting Platform or a computer equipped with the First-In API. The alerting response from the alerting system shall announce the specific unit(s) associated with the alerted and audio distribution shall activate all areas associated with the zone alerted. Once the zone is activated, the pre-announcement will announce the units alerted, nature of the call, and other preannouncement information detailed in the ZIR signoff sheet. After the preannouncement is complete, the dispatch audio will be heard throughout the station speakers.

Pass
N/A
Fail

Notes:

2. Radio Activation Operation – This section tests a radio-activated alert of the station from Dispatch, more specifically the Radio Interface Controller (RIC)'s activation of a station's Master Control Unit (MCU). This test will utilize First-In RIC's alert signaling on the customer's radio system

- A. Test of All-Call. This test will activate the "All-Call" zone in every station. Successful performance of this test requires All-Call activation from the Alerting Platform User Application, as well as All-Call activation from the manual RIC keypad. Once the zone is activated, the pre-announcement will announce the All-Call message and the dispatch audio is heard throughout the station speakers.

Pass
N/A
Fail

Notes:



- B. Test of Specific Zones in a Designated Station. This test will activate a specific zone (i.e. Engine) in a Designated Station. Step 1 of this test requires the proper station to be activated both from the Alerting Platform User Application, as well as the manual RIC keypad. Step 2 of this test requires that the specific zone selected be activated. Once the zone is activated, the pre-announcement will announce unit(s) assigned to the call and the dispatch audio is heard throughout the station speakers.

☐
☐
☐

Pass
N/A
Fail

Notes:

3. Turnout Timer Operation - This section tests the activation of the Turnout Timer(s). Upon activation of the Master Control Unit, the Timer(s) will begin to count up on a per-second basis. The Timer(s) will continue to count up and will automatically shut down when the Master Control Unit send the shutdown command to the station.

Item Name:	Pass	Fail	Notes:
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

4. Automatic Backup Alerting - This section tests the automatic failover from the IP system to the RIC for a radio based alert. The RIC shall automatically be activated from the First-In Alerting Platform (FiAP) as soon as the FiAP detects that the primary alert was not successful. Without any action required on the part of the dispatcher, the RIC will send the alert to the proper station and units assigned to the call.

☐
☐
☐

Pass
N/A
Fail

Notes:

5. Manual Backup Alerting - Using the manual keypad of the RIC, the Customer selects the station and units to activate in the selected fire station. The station MCU activates the appropriate station and unit(s).

☐
☐
☐

Pass
N/A
Fail

Notes:

Customer Representative

Date

Printed Name & Title

**WESTNET®****EXHIBIT F****FINAL SYSTEM ACCEPTANCE CERTIFICATE**

The signature below serves as verification that the System has passed Acceptance Test Plan and that all deliverables and work have been completed.

Customer Representative

Date

Printed Name & Title



EXHIBIT G

MAINTENANCE AND SUPPORT STATEMENT OF WORK

1. SCOPE OF SERVICES

Westnet will provide comprehensive turn-key maintenance and support services for the installed First-In Fire Station Alerting System, ensuring all components are operating at peak performance according to Westnet's original manufacturing specifications. The Services to be provided under this agreement include the following:

- One year, 24/7 toll-free Technical Support and On-Site Maintenance for all equipment and software
- Repair and/or replacement of damaged units at no cost
- Spare equipment delivered the next business day (and Saturday's where available)
- Remote diagnostic analysis and uploads, software upgrades

2. RESPONSE TIMES

Response times shall be determined in accordance with the Priority Level and Descriptions set forth in the following table. The response time shall commence from the time the Customer requests service or notifies Westnet of problems with the System by contacting Westnet's Call Center ("Notification"). Issue resolution may include phone support, VPN remote access, or on-site service (for issues not resolved via phone support or remote access).

Westnet Technical Support: (800) 807-1700
Office Hours: 8:00 – 5:00 PST, Monday – Friday

Priority Levels	Hours / Days	Description
1	24/7/365 Including Holidays 3-6 Hour Response	This priority level represents a significant issue that results in the inability to use the dispatching and/or alerting systems. • Any reported trouble with Westnet-supplied Dispatch System. • Station reports that it is not receiving any form of an alert or there is no audio in a fire station. • Other failures that render the fire station MCU and more than five audio transmitting devices unusable.
2	8:00 – 5:00 PST, Monday – Friday 2-Business-Day Response	This priority level represents a moderate issue that restricts normal use of the dispatching and/or alerting systems. • Any non-essential Dispatch Project or Fire Station device reported inoperable. • Reports of receiving other stations' or companies' alerts. • Requests to increase fire station volume levels within fire department-approved parameters.
3	8:00 – 5:00 PST, Monday – Friday 3-Business-Day Response	This priority level represents minor or non-emergency issues that do not restrict normal use of the dispatching and/or station alerting systems. • Requests to decrease volume levels within fire department-approved parameters • Add additional equipment, request programming, or voice-chip changes. • Requests for additional training. • Other non mission-critical matters in the dispatch centers or fire stations


WESTNET®

3. WESTNET'S RESPONSIBILITIES

Westnet shall:

- A. Provide Westnet-owned spare equipment while a System component is returned to Westnet for repair or replacement.
 - 1. Any Westnet-owned spare equipment parts provided under this Agreement are the property of Westnet. Any damage to Westnet's spare equipment parts is not covered under this Scope of Services and the Customer shall pay for the repair or replacement of the spare equipment parts.
 - 2. Westnet may service replaceable parts, by way of new or remanufactured replacement parts to Customer on an exchange basis. Upon receipt by the Customer of the replacement part, the original part becomes the property of Westnet, and shall be returned by Customer to Westnet. The Customer shall pay Westnet the full retail value of the replacement part if Westnet provides notice to the COTR to return the original part and Westnet does not receive the original part within thirty (30) days after replacement part installation.
- B. The Customer will not make modifications to the System without obtaining approval from Westnet in writing.
- C. Upon request, Westnet shall provide a written quote for additional work not specifically identified in this Agreement. Such work could include, but is not limited to, additions and installation of new equipment, relocation of existing equipment, upgrades (not part of Westnet standard releases) and enhancements, and other system related goods and services. If the Customer decides to proceed with the work, a new purchase order will be issued exclusively for the work to be ordered.

4. CUSTOMER'S RESPONSIBILITIES

The Customer shall:

- A. **SERVICE CALLS:** The Customer will notify Westnet of any problems with the System by calling the Westnet Systems Group at 1-800-807-1700 (Westnet's call center).
- B. Provide and maintain an operating 24/7 VPN for the duration of the Agreement. The VPN shall allow Westnet to connect to all fire stations that are equipped with the First-In Fire Station Alerting (First-In) equipment. The VPN must be operating and the Customer must allow Westnet to test the VPN prior to the commencement of this Agreement.
- C. Ensure that the Westnet monitor computer in the Dispatch Center (if provided) has 24/7 access to the VPN and to all Customer fire stations. The Customer will return the Westnet monitor computer to Westnet at the conclusion of this Agreement and any additional extensions.
- D. Provide the make and model number of the fire station radio the System is connected to for the source of dispatch audio. If there are any connections to this radio other than the outside antenna and the power source, the Customer will provide a diagram showing the method of connection, connector pins used, signals obtained from the radio and signals sent to the radio by the fire station equipment.
- E. Provide the name, 24-hour telephone number and position of responsible party that can be contacted about each station's radio communication, public address, CAD, and network equipment.
- F. Provide Westnet with either code-access to the stations or an escort that is available 24/7 and within one (1) hour's of notice of an on-site visit.



- G. If applicable, provide the make and model number of fire station amplifier, type of connectors used by fire alerting input, input impedance and the necessary audio level to drive station amplifier.
- H. Provide a description of station control circuits (e.g., lighting, door openers, gas shut-off) and the number of circuits to be controlled by the Control Remote.
- I. Ensure that the MCU at each station is at all times plugged into the Westnet supplied on-line fulltime UPS.
- J. Ensure that the MCU at each station is at all times plugged into the First-In Radio Isolation Unit. Westnet will exclude from this Agreement the repair of any equipment not properly connected to the Radio Isolation Unit.
- K. Ensure that the radio antenna and lightning arrestor is installed, is installed per current engineering standards and that all lightning protection equipment is connected to a 5-ohm earth ground by a #6 or larger cable not exceeding eight (8) feet in length between the 5-ohm earth ground and the protected equipment.
- L. Notify Westnet prior to making any change in any equipment connected to the fire station System.

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Fire Department

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2015-2016 FISCAL YEAR BUDGET ACCEPTING THE AWARDED 2013 ASSISTANCE TO FIREFIGHTERS GRANT AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A SERVICES CONTRACT WITH WESTNET, INC. FOR INSTALLATION OF FIRST-IN FIRE STATION ALERTING SYSTEMS (\$238,318.66)

Jon Thompson
DEPARTMENT MANAGER’S SIGNATURE

7/6/2015 8:31:49 AM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

7/8/2015 6:31:52 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

7/7/2015 9:06:34 PM
DATE

Kelly Montgomery
CITY MANAGER

7/6/2015 11:19:55 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.

July 14, 2015

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: VAN WILSON, DIRECTOR
GENERAL SERVICES DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO A TWENTY (20)
YEAR LEASE AGREEMENT WITH SOLEDAD ENRICHMENT ACTION,
INC. (600 NORTH ALAMEDA STREET)

SUMMARY

City Council adoption of this resolution will authorize the City Manager to enter into a twenty (20) year lease agreement with Soledad Enrichment Action, Inc. ("SEA") for exclusive occupancy of the entire property located at 600 North Alameda Street, Compton.

BACKGROUND

The City of Compton owns certain real property located at 600 North Alameda Street, consisting of a building structure(s) and off-street parking lot. It has been used as a "shared occupancy" facility in that it houses certain City administered services in addition to offering indoor spaces for leasing to outside agencies, organizations and individuals. The premises at 600 North Alameda is currently vacant.

Pursuant to guidance of the City Council, in November 2012, the City Manager implemented a City-wide leasing policy which mandates that City-owned facilities and/or property *shall not* be leased without first obtaining proper authorization from the City Council (i.e. an adopted resolution) and execution of a written lease agreement [City of Compton Standard Operating Manual, Policy 4.17(A)]. In addition to other matters, the Policy specifies that lease rates shall be based on the square footage of the area(s) subject to the exclusive use/occupation of the Lessee and that the standard leasing rate for indoor floor space in a City-owned facility shall be **at least One Dollar (\$1.00) per square foot**. The standard leasing rate for City-owned outdoor space or vacant property shall be **at least Fifty Cents (\$0.50) per square foot**.

In addition to these required minimum base rental rates of \$1.00 per square foot for indoor space and \$0.50 per square foot for outdoor space, the leasing policy addresses recovery of the costs incurred by the City for the provision of the following services: utilities (e.g. gas, electricity, water, trash, HVAC), maintenance and repairs, custodial services and City security. At the 600 North Alameda Street location, staff has identified the reasonable value of these recovery costs to be approximately -- an additional -- one dollar (\$1.00) per square foot. However, the leasing policy does provide that a Lessee

Staff Report – Resolution Authorizing 20 Year Lease
Soledad Enrichment Action, Inc.
July 14, 2015, page 2

that will have exclusive use/occupation of the entire City facility and/or property ***shall be solely responsible for all utilities, janitorial, security, and interior and exterior maintenance of the facility or property.***

Soledad Enrichment Action, Inc. seeks to enter into a long-term lease agreement for the entire property at 600 North Alameda Street, inclusive of the building (approximately 35,000 square feet), attached façade and off-street parking lot (approximately 63,000 square feet, containing 97 parking stalls).

SEA is a non-profit organization founded in 1972 by mothers in East Los Angeles who had lost their sons to gang violence. SEA has since grown to become the leading provider of services to high-risk individuals, families, and gang-affected communities within Southern California. The organization combines individually tailored high school educational services with a diverse array of wrap-around and support services.

SEA currently operates seventeen (17) education centers which provide youth and families an alternative education model. This personalized educational program enables high-risk individuals to earn their high school diploma. Current enrollment is approximately 3,500 students annually between the ages of 14-18 years with a successful completion rate of 77%.

SEA also offers additional programs that are holistic, empowering individuals to learn to access social services, become better parents, complete a high school education, gain employment, and live productive, self-determined lives.

STATEMENT OF ISSUE

SEA seeks City Council approval to enter into a twenty (20) year lease agreement with the City of Compton, beginning August 1, 2015 through July 31, 2035, for exclusive occupation of the entire property -- 35,000 square foot building and 63,000 square feet of outdoor parking lot -- located at 600 North Alameda Street, along with an option for SEA, any time between the 2nd and 5th year of the lease agreement to request the opportunity to purchase the entire property. SEA is interested in leasing the subject property for the purpose of creating a social enterprise with their partner, Royal Dining. SEA currently provides social services to Compton residents and Royal Dining provides school lunches to over 30,000 children a day throughout Los Angeles County.

SEA requests that the Council authorize leasing rate provisions different than required by the City's Leasing Policy; more specifically, a lesser rental amount in exchange for proposed improvements and other alleged benefits to the community:

**Staff Report – Resolution Authorizing 20 Year Lease
Soledad Enrichment Action, Inc.
July 14, 2015, page 3**

1. Use of approximately 35,000 square feet of the building for purposes of creating a social enterprise with SEA's partner, Royal Dining.
2. Payment to the City in the following incremental lease payments:
 - a. Year 1: \$1.00 for the first 12 months of the lease
 - b. Year 2: \$12,000 for the second year of the lease
 - c. Year 3: \$18,000 for the third year of the lease
 - d. Year 4: \$24,000 for the fourth year of the lease
 - e. Year 5-20: \$150,000 per year
3. Creating and maintaining complete tenant improvements of the existing building.
4. Undertake the responsibility for all energy, maintenance, and service costs that, according to their estimate, currently amounts to approximately \$240,000 a year.
5. Proposed Property Improvements:
 - a. Update the appearance of the outside façade.
 - b. Expand the current kitchen into a working commercial unit capable of providing up to 70,000 meals a day.
 - c. Install a 3,000 sq ft refrigeration unit.
 - d. Create shipping and receiving area that will allow for the pick-up of 70,000 meals a day for delivery across Los Angeles County.
 - e. Create an 8,000 sq ft state of the art food preparation area.
 - f. Create a 2,500 sq ft storage area.
 - g. Install a training kitchen.
 - h. Remodel a portion of the offices to facilitate intake and social services provisions.
 - i. Configure the entire building for energy efficiency including the use of solar energy (if feasible).
6. Proposed Community Benefits include:
 - a. Employment: The creation of 300 new jobs during the first three (3) years of the project.
 - i. Local hiring preferences during the building remodel stage.
 - ii. Local hiring preference throughout the food preparation project.
 - b. \$308,500 a year in social service provision in addition to the \$494,440 in services that SEA currently provides to Compton residents.
 - c. Catering services for community meetings and events serving a total of 2,400 meals a year at a value of \$28,000.

Staff Report – Resolution Authorizing 20 Year Lease
Soledad Enrichment Action, Inc.
July 14, 2015, page 4

FISCAL IMPACT

Potential positive financial impact to the City may be realized in that SEA will take on some of the debt associated with non-occupancy of the 600 North Alameda Street property and pay the City's general fund of approximately:

- a. Year 1: \$1.00
- b. Year 2: \$12,000
- c. Year 3: \$18,000
- d. Year 4: \$24,000
- e. Year 5-20: \$150,000 per year

SEA will also be responsible for payment of the general utilities, janitorial, security, and interior and exterior maintenance of the premises.

RECOMMENDATION

Staff is not authorized to offer to lease City-owned property wherein the terms sought by the prospective Lessee vary from the requirements of the City's Leasing Policy – City Council authorization is required – thus, staff makes no recommendation concerning this request. The decision rests with the discretion of the City Council.

**VAN WILSON, DIRECTOR
GENERAL SERVICES DEPARTMENT**

APPROVED FOR FORWARDING:

**JOHNNY FORD
CITY MANAGER**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO A TWENTY (20)
YEAR LEASE AGREEMENT WITH SOLEDAD ENRICHMENT ACTION,
INC. (600 NORTH ALAMEDA STREET)**

WHEREAS, the City of Compton owns certain real property located at 600 North Alameda Street, consisting of a building structure(s) and off-street parking lot which is has been used as a “shared occupancy” facility in that it houses certain City administered services in addition to offering indoor spaces for leasing to outside agencies, organizations and individuals. The premises at 600 North Alameda is currently vacant; and

WHEREAS, Soledad Enrichment Action, Inc. (“SEA”) is a non-profit organization founded in 1972 by mothers in East Los Angeles who had lost their sons to gang violence and has since grown to become the leading provider of services to high-risk individuals, families, and gang-affected communities within Southern California; and

WHEREAS, SEA seeks City Council approval to enter into a twenty (20) year lease agreement with the City of Compton, beginning August 1, 2015 through July 31, 2035, for occupation of the entire property -- 35,000 square foot building and 63,000 square feet of outdoor parking lot -- located at 600 North Alameda Street, along with an option for SEA, any time between the 2nd and 5th year of the lease agreement to request the opportunity to purchase the entire property; and

WHEREAS, SEA requests that the Council authorize leasing rate provisions different than required by the City’s Leasing Policy; more specifically, a lesser rental amount in exchange for proposed improvements and other alleged benefits to the community:

1. Use of approximately 35,000 square feet of the building for purposes of creating a social enterprise with SEA’s partner, Royal Dining.
2. Payment to the City in the following incremental lease payments:
 - a. Year 1: \$1.00 for the first 12 months of the lease
 - b. Year 2: \$12,000 for the second year of the lease
 - c. Year 3: \$18,000 for the third year of the lease
 - d. Year 4: \$24,000 for the fourth year of the lease
 - e. Year 5-20: \$150,000 per year
3. Creating and maintaining complete tenant improvements of the existing building.
4. Responsibility for all energy, maintenance, and service costs.
5. Proposed Property Improvements:
 - a. Update the appearance of the outside façade.
 - b. Expand the current kitchen into a working commercial unit capable of providing up to 70,000 meals a day.
 - c. Install a 3,000 sq ft refrigeration unit.
 - d. Create shipping and receiving area that will allow for the pick-up of 70,000 meals a day for delivery across Los Angeles County.
 - e. Create an 8,000 sq ft state of the art food preparation area.
 - f. Create a 2,500 sq ft storage area.
 - g. Install a training kitchen.
 - h. Remodel a portion of the offices to facilitate intake and social services provisions.
 - i. Configure the entire building for energy efficiency including the use of solar energy (if feasible).

6. Proposed Community Benefits include:
- a. Employment: The creation of 300 new jobs during the first three (3) years of the project.
 - i. Local hiring preferences during the building remodel stage.
 - ii. Local hiring preference throughout the food preparation project.
 - b. \$308,500 a year in social service provision in addition to the \$494,440 in services that SEA currently provides to Compton residents.
 - c. Catering services for community meetings and events serving a total of 2,400 meals a year at a value of \$28,000.

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

Section 1. That the City Manager, upon the approval of the City Attorney, is authorized to execute a twenty (20) year agreement, effective August 1, 2015 through July 31, 2035, with Soledad Enrichment Action, Inc. for the exclusive use of the entire property located at 600 North Alameda Street, inclusive of the building (approximately square feet), attached façade and off-street parking lot (approximately 63,000 square feet, containing 97 parking stalls) for purposes of providing social services and preparation and distribution of school lunches.

Section 2. That the lease rate for the twenty (20) term of the lease agreement shall be as follows:

- Year 1: \$1.00 for the first 12 months of the lease
- Year 2: \$12,000 for the second year of the lease
- Year 3: \$18,000 for the third year of the lease
- Year 4: \$24,000 for the fourth year of the lease
- Year 5-20: \$150,000 per year

Section 3. That Soledad Enrichment Action, Inc. shall be responsible for payment of the general utilities, janitorial, security, and interior and exterior maintenance of the premises/property.

Section 4. That Account No. 1001 000 000 3420 has been established to receive lease payments for the 600 North Alameda Street property.

Section 5. That a certified copy of this Resolution shall be filed in the offices of the City Manager, City Clerk, City Controller, General Services and City Attorney’s Office.

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

ADOPTED this ____ day of _____, 2015.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

Resolution No. _____
Page 2

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) 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 _____, 2015.

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

o: (213) 480-4200 f: (213) 480-4199 a: 222 N. Virgil Ave., Los Angeles, CA 90004

June 16, 2015

Johnny Ford
City Manager
City of Compton
205 S Willowbrook Ave
Compton CA 90220

Re: Letter of Interest in leasing the building at 600 N. Alameda Compton CA

Dear Mr. Ford,

On behalf of Soledad Enrichment Action (SEA), I am authorized to submit this Letter of Interest declaring a request to enter into an exclusive negotiating agreement with the intent of leasing the property at 600 N. Alameda in the City of Compton.

SEA is interested in the building at 600 N. Alameda in Compton CA for the purpose of creating a social enterprise with our partner Royal Dining. SEA currently provides social services to Compton City residents and Royal Dining provides school lunches to over 30,000 children a day throughout Los Angeles County.

SEA currently provides its Compton accessible services at their location on 4205 E. Alondra Blvd., Compton, CA 90221 and has operated as a business for 43 years.

Royal Dining currently prepares and delivers meals at its location on 9525 Cozycroft Ave., Suite B, Chatsworth, CA 91311.

The SEA / Royal Kitchen partnership, from here on referred to as "The Company", would require a lease for the entire building, its attached facade, and parking. The Company would require parking for employees, visitors, and delivery trucks.

The Company would be responsible for the entire remodel of the building, as well as the costs associated with it.

#9.

In consideration of the lease, The Company would undertake the following improvements to the building:

- Update the appearance of the outside facade
- Expand the current kitchen into a working commercial unit capable of providing up to 70,000 meals a day
- Install a 3,000 sq ft refrigeration unit
- Create a shipping and receiving area that will allow for the pick up of 70,000 meals a day for delivery across Los Angeles County
- Create an 8,000 sq ft state of the art food preparation area
- Create a 4,000 sq ft meal packing area
- Create a 2,500 sq ft storage area
- Install a training kitchen
- Remodel a portion of the offices to facilitate intake and social service provision
- Configure the entire building for energy efficiency including the use of solar energy if feasible

In consideration of the lease, The Company is prepared to offer a community benefits package that, in addition to the creation of jobs, will have an approximate yearly value of **\$577,300**. The community benefits package includes:

- The creation of 300 new jobs during the first three years of the project
 - Local hiring preference during the building remodel stage of the project
 - Local hiring preference throughout the food preparation project
- **\$308,500** a year in social service provision in addition to the \$494,440 in services that SEA currently provides to Compton residents
- Catering services for community meetings and events serving a total of 2,400 meals a year at a value of **\$28,800**
- Undertake the responsibility for all the energy, maintenance, and service costs that currently amounts to approximately **\$240,000** a year

In addition to these community benefits, The Company will provide incremental lease payments in the following stages:

Year 1 : \$1.00 per year
Year 2 : \$12,000 per year
Year 3 : \$18,000 per year
Year 4: \$24,000 per year
Year 5-20: \$150,000 per year

At any time between the 2nd and 5th year of this agreement, and solely at the request of The Company, both parties will enter into an exclusive negotiating agreement to determine the terms for the sale of the property to The Company.

The sales price of the property will not exceed the appraised value of the building prior to improvements in 2015.

We further understand that this Letter of Interest, does not in any way constitute an obligation or commitment on the part of either The Company or the City of Compton.

Sincerely,

A handwritten signature in black ink, appearing to read "Nathan D. Arias", written in a cursive style.

Nathan D. Arias
President & CEO

RESOLUTION SIGN-OFF FORM

DEPARTMENT: General Services

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A TWENTY (20) YEAR LEASE AGREEMENT WITH SOLEDAD ENRICHMENT ACTION, INC. (600 NORTH ALAMEDA STREET)

Van Wilson
DEPARTMENT MANAGER’S SIGNATURE

7/2/2015 5:56:04 AM
DATE

REVIEW / APPROVAL

<LegalName>
CITY ATTORNEY

<LegalDate>
DATE

Stephen Ajobiewe
CITY CONTROLLER

7/2/2015 1:22:57 PM
DATE

Kelly Montgomery
CITY MANAGER

7/2/2015 11:53:19 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.

July 14, 2015

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

**FROM: VAN WILSON, DIRECTOR
GENERAL SERVICES DEPARTMENT**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3)
YEAR LEASE AGREEMENT WITH MID-CITIES ASSOCIATION FOR
RETARDED CITIZENS, INC. (600 NORTH ALAMEDA STREET)**

SUMMARY

City Council adoption of this resolution will authorize the City Manager to enter into a three (3) year lease agreement with Mid-Cities Association for Retarded Citizens, Inc. ("Arc Mid-Cities") for exclusive occupancy of the entire property located at 600 North Alameda Street, Compton.

BACKGROUND

The City of Compton owns certain real property located at 600 North Alameda Street, consisting of a building structure(s) and off-street parking lot. It has been used as a "shared occupancy" facility in that it houses certain City administered services in addition to offering indoor spaces for leasing to outside agencies, organizations and individuals. The premises at 600 North Alameda is currently vacant.

Pursuant to guidance of the City Council, in November 2012, the City Manager implemented a City-wide leasing policy which mandates that City-owned facilities and/or property *shall not* be leased without first obtaining proper authorization from the City Council (i.e. an adopted resolution) and execution of a written lease agreement [City of Compton Standard Operating Manual, Policy 4.17(A)]. In addition to other matters, the Policy specifies that lease rates shall be based on the square footage of the area(s) subject to the exclusive use/occupation of the Lessee and that the standard leasing rate for indoor floor space in a City-owned facility shall be **at least One Dollar (\$1.00) per square foot**. The standard leasing rate for City-owned outdoor space or vacant property shall be **at least Fifty Cents (\$0.50) per square foot**.

In addition to these required minimum base rental rates of \$1.00 per square foot for indoor space and \$0.50 per square foot for outdoor space, the leasing policy addresses recovery of the costs incurred by the City for the provision of the following services: utilities (e.g. gas, electricity, water, trash, HVAC), maintenance and repairs, custodial services and City security. At the 600 North Alameda Street location, staff has identified the reasonable value of these recovery costs to be approximately -- an additional -- one dollar (\$1.00)

Staff Report – Resolution Authorizing 3 Year Lease
Arc Mid-Cities
July 14, 2015, page 2

per square foot. However, the leasing policy does provide that a Lessee that will have exclusive use/occupation of the entire City facility and/or property ***shall be solely responsible for all utilities, janitorial, security, and interior and exterior maintenance of the facility or property.***

Arc Mid-Cities seeks to enter into a long-term lease agreement for the entire property at 600 North Alameda Street, inclusive of the building (approximately 35,000 square feet), attached façade and off-street parking lot (approximately 63,000 square feet, containing 97 parking stalls).

In 1954, a group of parents from Compton formed an association to provide services and support for their children with intellectual and developmental disabilities who were on the verge of becoming young adults. The organization, Mid-Cities Association for Retarded Children, offered vocational skills, training, employment and advocacy for this population of people with special needs. The name was later changed from “Children” to “Citizens” as the organization pioneered services years before the 1971 Lanterman Act entitled such services here in California. Arc Mid-Cities has been in business for 60 years and has offices throughout Southern California.

Arc Mid-Cities provides a variety of programs which support the occupational and enrichment needs of their stakeholders. These include an onsite work activity center, community integrated behavior management programs and supported employment where their consumers participate in paid-work activities. They also have programs which teach and support basic life skills for their lower functioning consumers.

STATEMENT OF ISSUE

Arc Mid-Cities seeks City Council approval to enter into a three (3) year lease agreement with the City of Compton, beginning October 1, 2015 through September 30, 2018, for exclusive occupation of the entire property -- 35,000 square foot building and 63,000 square feet of outdoor parking lot -- located at 600 North Alameda Street. Arc Mid-Cities is interested in leasing the subject premises for their management, accounting, workshop, training, transportation and community-based opportunity offices.

Arc Mid-Cities requests that the Council authorize leasing rate provisions different than required by the City’s Leasing Policy; more specifically, a lesser rental amount in exchange for proposed improvements and other alleged benefits to the community:

**Staff Report – Resolution Authorizing 3 Year Lease
Arc Mid-Cities
July 14, 2015, page 3**

1. Use of approximately 35,000 square feet of the building for use as their management, accounting, workshop, training, transportation and community-based opportunity offices at a lease rate of \$17,000 per month for 36 months.
2. Creating and maintaining complete tenant improvements of the existing building.
3. Proposed Community Benefits include:
 - a. Employment: Arc Mid-Cities employs 116 full-time and 1 part-time staff, not including their consumer base labor force of approximately 340 personnel. Existing staff and consumer base personnel will transfer to the new site. Arc Mid-Cities has an open employment period and is referred 3-4 consumers per month, and as the consumers pass through the intake process, Arc Mid-Cities hires ancillary staff to manage the new consumers; i.e., a counselor or case manager, job coach, driver and the appropriate 20-25 people per year.
 - b. Dove Transit (a subsidiary of Arc Mid-Cities): They have 30 passenger vans, two of which service their Downey location, 16 clean fleet vehicles and 3 high-end electric vehicles. Arc Mid-Cities intends to utilize their current vehicle pool and hire approximately 20 new drivers to provide off-hour transportation service to Compton seniors, subsidize the Meals on Wheels program and/or the Compton CareerLink participants to and from designated sites as a part of job creation services.

FISCAL IMPACT

Potential positive financial impact to the City may be realized in that Arc Mid-Cities will take on some of the debt associated with non-occupancy of the 600 North Alameda Street property and pay the City's general fund approximately \$204,000 per year in rents.

Arc Mid-Cities will also be responsible for payment of the general utilities, janitorial, security, and interior and exterior maintenance of the premises.

#10.

Staff Report – Resolution Authorizing 3 Year Lease
Arc Mid-Cities
July 14, 2015, page 4

RECOMMENDATION

Staff is not authorized to offer to lease City-owned property wherein the terms sought by the prospective Lessee vary from the requirements of the City's Leasing Policy – City Council authorization is required – thus, staff makes no recommendation concerning this request. The decision rests with the discretion of the City Council.

**VAN WILSON, DIRECTOR
GENERAL SERVICES DEPARTMENT**

APPROVED FOR FORWARDING:

**JOHNNY FORD
CITY MANAGER**

RESOLUTION NO. _____**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3)
YEAR LEASE AGREEMENT WITH MID-CITIES ASSOCIATION FOR
RETARDED CITIZENS, INC. (600 NORTH ALAMEDA STREET)**

WHEREAS, the City of Compton owns certain real property located at 600 North Alameda Street, consisting of a building structure(s) and off-street parking lot which has been used as a “shared occupancy” facility in that it houses certain City administered services in addition to offering indoor spaces for leasing to outside agencies, organizations and individuals. The premises at 600 North Alameda is currently vacant; and

WHEREAS, In 1954, a group of parents from Compton formed an association, the Mid-Cities Association for Retarded Children (later changed from “Children” to “Citizens”), to provide services and support for their children with intellectual and developmental disabilities who were on the verge of becoming young adults. The organization offers vocational skills, training, employment and advocacy for this population of people with special needs; and

WHEREAS, Mid-Cities Association for Retarded Citizens, Inc. (“Arc Mid-Cities”), provides a variety of programs which support the occupational and enrichment needs of their stakeholders, including an onsite work activity center, community integrated behavior management programs and supported employment where their consumers participate in paid-work activities. They also have programs which teach and support basic life skills for their lower functioning consumers; and

WHEREAS, Arc Mid-Cities seeks City Council approval to enter into a three (3) year lease agreement with the City of Compton, beginning October 1, 2015 through September 30, 2018, for exclusive occupation of the entire property -- 35,000 square foot building and 63,000 square feet of outdoor parking lot -- located at 600 North Alameda Street; and

WHEREAS, Arc Mid-Cities requests that the Council authorize leasing rate provisions different than required by the City’s Leasing Policy; more specifically, a lesser rental amount in exchange for proposed improvements and other alleged benefits to the community:

1. Use of approximately 35,000 square feet of the building for use as their management, accounting, workshop, training, transportation and community-based opportunity offices at a lease rate of \$17,000 per month for 36 months.
2. Creating and maintaining complete tenant improvements of the existing building.
3. Proposed Community Benefits include:
 - a. Employment: Arc Mid-Cities employs 116 full-time and 1 part-time staff, not including their consumer base labor force of approximately 340 personnel. Existing staff and consumer base personnel will transfer to the new site. Arc Mid-Cities has an open employment period and is referred 3-4 consumers per month, and as the consumers pass through the intake process, Arc Mid-Cities hires ancillary staff to manage the new consumers; i.e., a counselor or case manager, job coach, driver and the appropriate 20-25 people per year.
 - b. Dove Transit (a subsidiary of Arc Mid-Cities): They have 30 passenger vans, two of which service their Downey location, 16 clean fleet vehicles and 3 high-end electric vehicles. Arc Mid-Cities intends to utilize their current vehicle pool and hire approximately 20 new drivers to provide off-hour transportation service to Compton seniors, subsidize the Meals on Wheels program and/or the Compton CareerLink participants to and from designated sites as a part of job creation services.

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

Section 1. That the City Manager, upon the approval of the City Attorney, is authorized to execute a three (3) year agreement, effective October 1, 2015 through September 30, 2035, with Mid-Cities Association for Retarded Citizens, Inc. for the exclusive use of the entire property located at 600 North Alameda Street, inclusive of the building (approximately square feet), attached façade and off-street parking lot (approximately 63,000 square feet, containing 97 parking stalls) for use as their management, accounting, workshop, training, transportation and community-based opportunity offices.

Section 2. That the lease rate for the three (3) term of the lease agreement shall be Seventeen Thousand Dollars (\$17,000.00) per month.

Section 3. That Mid-Cities Association for Retarded Citizens, Inc. shall be responsible for payment of the general utilities, janitorial, security, and interior and exterior maintenance of the premises/property.

Section 4. That Account No. 1001 000 000 3420 has been established to receive lease payments for the 600 North Alameda Street property.

Section 5. That a certified copy of this Resolution shall be filed in the offices of the City Manager, City Clerk, City Controller, General Services and City Attorney’s Office.

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

ADOPTED this ____ day of _____, 2015.

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 _____, 2015.

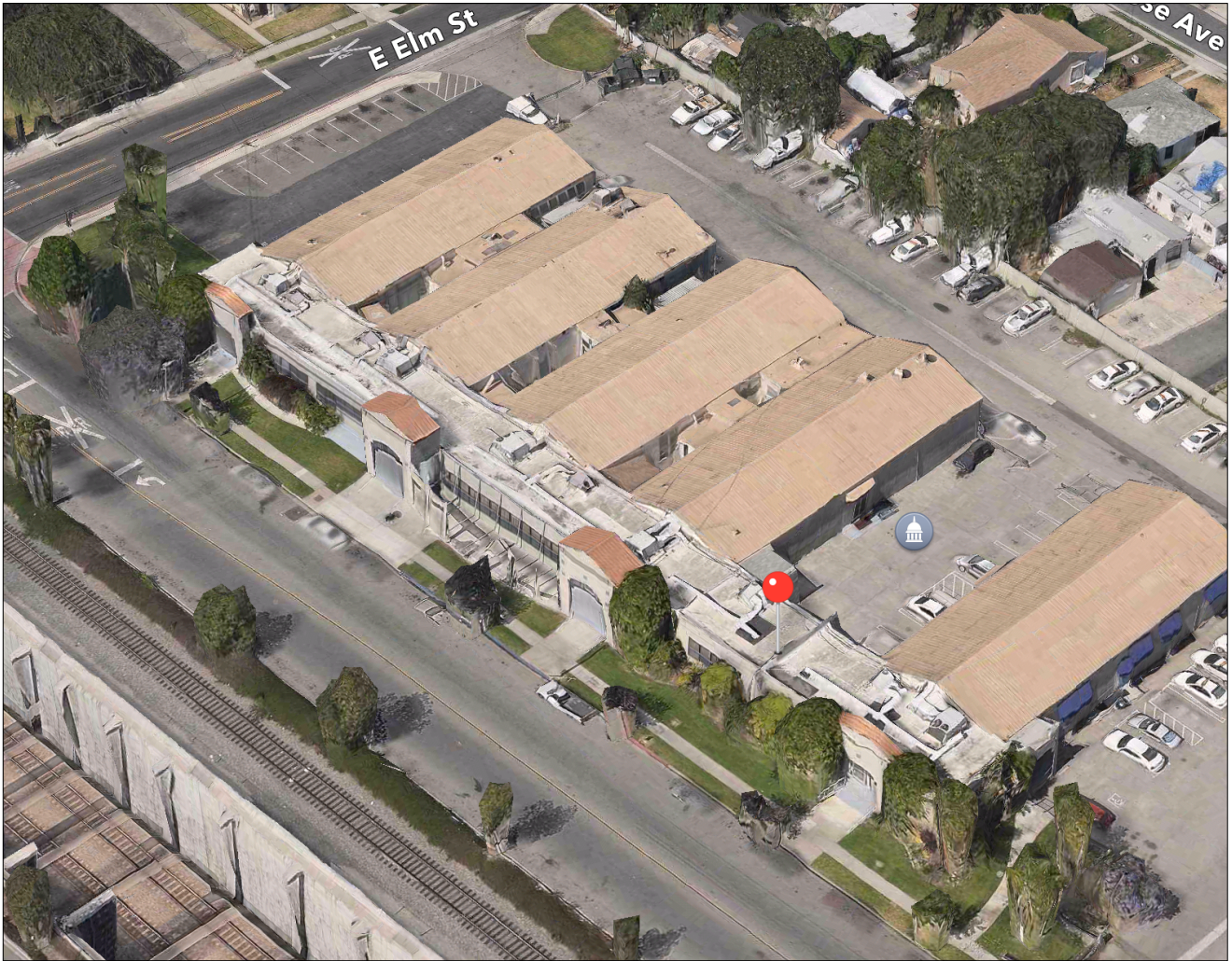
Resolution No. _____
Page 3

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

ARC MID-CITIES



Letter of Intent

Prepared for: Johnny Ford, City Manager

Prepared by: JB Wagoner, Executive Director

July 7, 2015

Proposal number 1

EXECUTIVE SUMMARY

Objective

Mid-Cities Association for Retarded Citizens Inc. (Arc Mid-Cities) is a 60 year old 501(c) 3 with the vision of helping people with intellectual & developmental disabilities be all they can be. Our objective is to secure a new facility for the 350 people we employ at the best price possible. We currently operate a fleet of 50+ passenger vehicles in our supported employment and community integrated work training programs. One of our strategic goals is to upgrade our fleet to all-electric by 2019. Our longer-term objective is to renovate a facility to better suited for our range of program services.

Goals

In order to help achieve these objectives, Arc Mid-Cities would like to acquire the approx. 35,000 sq. ft. building at 600 N. Alameda from The City of Compton. This site would be used for our management, accounting, workshop, training, transportation and community-based opportunity offices.

We would bring 271 jobs to the City of Compton with Employee Classifications of Clerical, Private Schools, Janitorial, Sheltered Workshop and Retail service workers. We would expand employment by hiring 4 additional staff for our ongoing programs and 6 new drivers for our clean vehicle fleet.

Solution

Arc Mid-Cities would like to enter into a Lease Agreement with option to renew with The City for the aforementioned property. Financial terms of the agreement would be \$17,000 per month for 3 years. Arc Mid-Cities will do tenant Improvements. The City is interested in retaining use of 7000 square feet of building unit #1 space and we will 'Work with the City to make accommodations. Due to the age of the building, this agreement would be contingent on passing a building inspection.

Project Outline

Due to time constraints, we would like to expedite this process. Although this site is our first choice (for practical and sentimental reasons), we provide services in Los Angeles, Riverside and Orange Counties, so we will continue to look at opportunities until this one is resolved. These are the things we would like to see happen:

- The City Attorney would prepare a Lease Option Agreement containing the provisions in this Letter of Intent.
- The City will provide a years worth of utility bills, building plans and any recent building inspection reports.
- The Office of The City Manager will assist in getting this issue before the City Council for a decision soon.

Who We Are

In 1954, a group of parents from The City of Compton formed an association to provide services and support for their children with intellectual and developmental disabilities who were on the verge of becoming young adults. That organization, Mid-Cities Association for Retarded Children, offered vocational skills training, employment and

advocacy for this population of people with special needs. The name was later changed from "Children" to "Citizens" as the organization pioneered services years before the 1971 Lanterman Act entitled such services here in California. Arc Mid-Cities has been in business for 60 years and has offices throughout Southern California.

Office Locations

- Corporate Office 14208 Towne Ave. Los Angeles, CA 90061
- South L.A. Office 1011 N. Willowbrook Ave. Compton, CA 90220
- Orange County Office 1277 S. Lyon St. Ste. 501 Santa Ana, CA 92705
- Riverside County Office 14340 Elsworth St #211B Moreno Valley, CA 92553

What We Do

Arc Mid-Cities provides a variety of programs which support the occupational and enrichment needs of our stakeholders. These include an onsite work activity center, community integrated behavior management programs and supported employment where our consumers participate in paid-work activities. We also have programs which teach and support basic life skills for our lower functioning consumers.

Where We Are Going

We continuously strive to provide a higher-level of service and opportunity for the people we serve. We are currently working on a charter school and YouthBuild program for high-functioning clients interested in getting their high school diploma and a career in the construction trades.

Transportation is a big part of what we do. We are proud to now include Tesla Motors as one of our community partners. In this second year of our 5-Year EV strategic plan, have logged over 200,000 gas-free miles and learned a lot in the process.

RESOLUTION SIGN-OFF FORM

DEPARTMENT: General Services

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE YEAR LEASE AGREEMENT WITH MID-CITIES ASSOCIATION FOR RETARDED CITIZENS, INC. (600 NORTH ALAMEDA STREET)

Van Wilson
DEPARTMENT MANAGER’S SIGNATURE

7/2/2015 6:00:57 AM
DATE

REVIEW / APPROVAL

<LegalName>
CITY ATTORNEY

<LegalDate>
DATE

Stephen Ajobiewe
CITY CONTROLLER

7/2/2015 1:23:21 PM
DATE

Kelly Montgomery
CITY MANAGER

7/2/2015 11:51:58 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.

July 14, 2015

TO: MAYOR AND CITY COUNCIL MEMBERS

**FROM: KIMBERLY MCKENZIE, DIRECTOR
COMPTON CAREERLINK DEPARTMENT**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COMPTON AMENDING THE 2015-2016 FISCAL YEAR BUDGET TO
TRANSFER FUNDS AND AUTHORIZING THE CITY MANAGER TO
ADMINISTER A COMPREHENSIVE YOUTH TRAINING PROGRAM
FOR FISCAL YEAR 2015-2016 (\$250,000)**

SUMMARY

This resolution authorizes the City Manager to amend the 2015-2016 Fiscal Year budget to transfer funds and administer a Comprehensive Youth Training Program for Fiscal Year 2015-2016. The City will hire Compton youth to assist with City-wide community clean-up. The Comprehensive Youth Training Program will address youth unemployment and the communities desire to clean the City streets.

BACKGROUND

The City of Compton has administered the Youth Employment Programs since the late 1960's through its CareerLink Department utilizing federal funding. In August 2013, the City funded, through non-General Fund sources, a Summer Youth Employment Program employing 101 Compton youth. The youth assisted the street maintenance staff from the Public Works, (former) Municipal Law Enforcement Services and Park Maintenance Departments with cleaning the streets and parks. The program was implemented by CareerLink utilizing the database of 500+ youth applicants who expressed interest in employment. In addition to the summer program, staff administered the spring break, winter and weekend sessions and employed a total of 180 youth during Fiscal Year 2013-2014.

During Fiscal Year 2014-2015, the Council authorized the City Manager to implement a Comprehensive Youth Employment Program for the 2014 summer, 2014 winter, 2015 spring breaks and 2015 weekend sessions. CareerLink employed a total of 290 youth.

STATEMENT OF ISSUE

Studies have shown that young job candidates are ill-prepared to join today's workforce and have limitations in basic knowledge, workplace and specific applied skills. One way to address these deficiencies is to provide real-world experiences or community involvement that improves work readiness while simultaneously cultivating foundational skills.

The City's Comprehensive Youth Training Program will offer job training services to Compton youth from various economic households, inclusive of working under-employed parents. Staff will recruit utilizing the existing youth applicant database collected by CareerLink and outreach throughout the community. The youth will assist the City's Street Maintenance staff in the areas of removal of street trash and illegal signs, alley and bus stop clean-up,

#11.

**Staff Report – Resolution Amending FY 2015-16 Budget/Authorize
City Manager Administration of Comprehensive Youth Training Program
July 14, 2015, page 2**

parkways and park maintenance and exterior City facility maintenance. All sessions will run in accordance with the Compton Unified School District's session breaks.

ALTERNATIVE

To address our current youth employment crisis and the City's need to clean the City streets, the City proposes to implement a Comprehensive Youth Training Program. There is no alternative being recommended.

FISCAL IMPACT

The total fiscal impact of the Comprehensive Youth Training Program is \$248,040.00, itemized as follows.

- The summer session will employ 90 youth, ages 14-18, from July 20, 2015 - August 14, 2015 for approximately 4 weeks for a total of 160 hours. The youth will be compensated at a rate of \$9.00 per hour for a total of \$129,600.00.
- The winter session will employ 60 youth, ages 14-18, from December 21, 2015 - December 31, 2015 for approximately 9 days for a total of 63 hrs. The youth will be compensated at a rate of \$9.00 per hour for a total of \$34,020.00.
- The spring session will employ 60 youth, ages 14-18, from April 4, 2016 – April 8, 2016 for approximately 1 week for a total of 35 hours for a total of \$18,900.00
- The weekend session will employ 20 youth, ages 18-21, from January 2016 – June 30, 2016 (Saturdays and Sundays only) 7 hrs a day for a total of 364 hours for a total of \$65,520.00.

The 2015-2016 Fiscal Year budget will need to be amended to transfer funds as follows:

From:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
1012-720-000-4103	Prop C (Salary Contingency)	\$250,000
1520-720-000-4103	Measure R (Salary Contingency)	\$250,000

To:

1012-720-000-4101	Prop C (Salary)	\$250,000
1520-720-000-4101	Measure R (Salary)	\$250,000

Staff Report – Resolution Amending FY 2015-16 Budget/Authorize
City Manager Administration of Comprehensive Youth Training Program
July 14, 2015, page 3

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

**KIMBERLY MCKENZIE, DIRECTOR
COMPTON CAREERLINK DEPARTMENT**

APPROVED FOR FORWARDING:

**JOHNNY FORD
CITY MANAGER**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AMENDING THE 2015-2016 FISCAL YEAR BUDGET TO TRANSFER
FUNDS AND AUTHORIZING THE CITY MANAGER TO ADMINISTER
A COMPREHENSIVE YOUTH TRAINING PROGRAM FOR FY 2015-
2016 (\$250,000)

WHEREAS, the City of Compton, through its CareerLink Department, has conducted Employment and Training Services since late the 1960’s; and

WHEREAS, the Comprehensive Youth Training Program will provide youth with work experience opportunities to learn valuable work ethics and employment behaviors related to the world of work; and

WHEREAS, the Comprehensive Youth Training Program will consist of implementation of various training programs that will assist the Street and Parks Maintenance staff with cleaning the streets of Compton; and

WHEREAS, the Comprehensive Youth Training Program will be a Citywide community cleanup effort in the areas of street trash and illegal sign removal, alley and bus stop cleanup, parkways and park maintenance, exterior City facility maintenance; and

WHEREAS, for Fiscal Year 2015-2016, City’s Comprehensive Youth Employment Training Program will employ 90 Compton youth for the summer session, ages 14-18, at a rate of \$9.00 per hour for a maximum 160 hours (4 weeks) from July 20, 2015 – August 14, 2015 at a cost of \$129,600; will employ 60 Compton youth for the winter session, ages 14-18, at a rate of \$9.00 per hour for approximately 63 hours (9 days) from December 21, 2015 – December 31, 2015 at a cost of \$34,020; will employ 60 Compton youth for the spring session, ages 14-18, for approximately 35 hours (1 week), from April 4, 2016 – April 8, 2016 at a cost of \$18,900; and will employ 20 Compton youth for the weekend session, ages 18-21, for 364 hours (Saturdays and Sundays only), 7 hours per day, from January 2016 – June 30, 2016 at a cost of \$65,520; and

WHEREAS, the 2015-2016 Fiscal Year budget should be amended to transfer funds between accounts in the amount of \$250,000.00 to fund the cost of the Comprehensive Youth Training Program for Fiscal Year 2015-2016 and the City Manager authorized to administer said Program.

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

Section 1. That the City Manager or his designee is authorized to administer the City’s Comprehensive Youth Training Programs for Fiscal Year 2015 - 2016 at a cost not to exceed \$250,000.00.

Section 2. That the 2015-2016 Fiscal Year budget shall be amended to transfer funds between accounts as follows:

From:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
1012-720-000-4103	Prop C (Salary Contingency)	\$250,000
1520-720-000-4103	Measure R (Salary Contingency)	\$250,000

To:

1012-720-000-4101	Prop C (Salary)	\$250,000
1520-720-000-4101	Measure R (Salary)	\$250,000

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

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

ADOPTED this ____ day of _____, 2015.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor, and attested by the City Clerk at a regular meeting thereof held on the ____ day of _____, 2015.

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:

CareerLink

RESOLUTION TITLE:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2015-2016 FISCAL YEAR BUDGET TO TRANSFER FUNDS AND AUTHORIZING THE CITY MANAGER TO ADMINISTER A COMPREHENSIVE YOUTH TRAINING PROGRAM FOR FISCAL YEAR 2015-2016 (\$250,000)

Kimberly McKenzie

DEPARTMENT MANAGER’S SIGNATURE

7/7/2015 11:01:41 AM

DATE

REVIEW / APPROVAL

Ruth Rugley

CITY ATTORNEY

7/9/2015 12:08:19 PM

DATE

Stephen Ajobiewe

CITY CONTROLLER

7/8/2015 2:48:36 PM

DATE

Kelly Montgomery

CITY MANAGER

7/8/2015 2:07:49 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.

