NOTICE

COMPTON CITY COUNCIL
AGENDA
Tuesday, January 09, 2018
5:30 PM

HEARING

5:35 P.M. - PUBLIC HEARING - AN APPEAL OF THE DENIAL OF CONDITIONAL USE PERMIT 16-000018 FOR A PROPOSED CARWASH LOCATED AT 961 S. WILMINGTON AVENUE (Item #5)

OPENING

MOMENT OF SILENCE

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. NOVEMBER 28, 2017
   DECEMBER 5, 2017

REPORTS OF OFFICERS AND COMMISSIONS

END CONSENT AGENDA

REGULAR AGENDA

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

CITY MANAGER'S REPORT

CITY ATTORNEY'S REPORTS

CLOSED SESSION

2. CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION
Contreras v. City of Compton, USDC Case No. 2:17-cv-08834
Pursuant to California Government code Section 54956.9(a)

UNFINISHED BUSINESS

NEW BUSINESS

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO HAPPY SOFTWARE, INC. FOR CONTINUED SOFTWARE USE LICENSE AND MAINTENANCE SUPPORT FOR HAPPY SOFTWARE MODULES ($11,798)

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A FIVE (5) YEAR SOFTWARE LICENSE, MAINTENANCE SUPPORT AND SERVICES AGREEMENT WITH HYLAND SOFTWARE, INC. FOR AGENDA DOCUMENT MANAGEMENT AND PUBLIC MEETING MANAGEMENT ($51,570)

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON REVERSING THE PLANNING COMMISSION DENIAL OF CONDITIONAL USE PERMIT CASE NO. 16-000018 - AND APPROVING THE REQUEST BY APPLICANT (KEVIN PARK) TO CONSTRUCT AND OPERATE A SELF-SERVE CARWASH AT 961 SOUTH WILLMINGTON AVENUE

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE COMPTON LOCAL HOUSING AUTHORITY FISCAL YEAR 2017-2018 BUDGET TO DELETE THE POSITION OF TENANT RELATIONS ASSISTANT AND ADD THE POSITION OF HOUSING SPECIALIST

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH LOS ANGELES COUNTY TO ASSIGN FEDERAL SURFACE TRANSPORTATION PROGRAM-LOCAL (STP-L) FUNDS TO THE COUNTY FOR PREVENTIVE MAINTENANCE SERVICES ON NINETEEN (19) BRIDGES WITHIN THE CITY'S JURISDICTION ($580,000)

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2017-2018 FISCAL YEAR BUDGET TO TRANSFER FUNDS BETWEEN ACCOUNTS AND AUTHORIZE AMENDMENTS TO THE AGREEMENTS WITH ALL CITY MANAGEMENT SERVICES, INC. AND THE COMPTON UNIFIED SCHOOL DISTRICT TO PROVIDE CROSSING GUARD SERVICES FOR AN ADDITIONAL LOCATION AND PERSONNEL ($15,878.80)

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH EADIE & PAYNE, LLP, FOR PROFESSIONAL INDEPENDENT AUDITING SERVICES FOR THE SINGLE AUDIT FOR FISCAL YEAR 2013-2014 AND FINANCIAL STATEMENT AUDIT/SINGLE AUDIT FOR FISCAL YEAR 2014-2015, FISCAL YEAR 2015-2016, AND FISCAL YEAR 2016-2017 ($850,000)

APPROVAL OF WARRANTS

10. Warrant # 243068 - Date - 12/27/17 - Name - Mad Mac Foundation - Services - Banner & sound stage for toy giveaway event - Amount - $2,483.02 - Requested by: City Manager

Warrant # 243086 - Date - 12/27/17 - Name - United Site Services of CA INC - Services - Deluxe sink service for Winter Wonderland event - Amount - $2237.29 - Requested by: City Manager

Warrant # 243113 - Date - 1/4/8 - Name - Postmaster - Services - Annual Post Office box service - Amount - $1,300.00 - Requested by: City Clerk

Total Amount: $ 4,020.31

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: Tuesday, January 16, 2018 @ 5:30 PM.

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View Meetings Live at
http://www.comptoncity.org/officials/clerk/agendas/video.asp

NOVEMBER 28, 2017

The Compton City Council meeting was called to order at 5:41 p.m. in the Council Chambers of City Hall by Mayor Aja Brown. The Pledge of Allegiance and Moment of silence ceremonies were also led by Mayor Aja Brown.

ROLL CALL

Council Members Present – Zurita, McCoy, Sharif, Brown
Council Members Absent – Galvan (Entered the meeting at 6:08 p.m.)

Other Officials Present: C. Cornwell, A. Godwin, C. Rhambo, Jr.

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Bishop L. J. Guillory, Compton resident, complained about the crimes committed against the elderly in the City and requested that the Council require the Sheriff's to do their job and properly police the community and solve crimes. Mr. Guillory presented documents detailing the crime statistics in the City which are higher than other cities.

Sabina Amidi, 7-Eleven Owner, expressed her disappointment regarding the high business taxes in Compton. Ms. Amidi then spoke regarding the City's moratorium on convenience stores.

Robert Ray, Compton resident, spoke regarding item number 2 on the agenda (amending agreement with JMDIAZ) and stated that nothing has been done at the work site and further questioned when work would commence. He also questioned the number of surveillance cameras that are operational in the City. Mr. Ray concluded by urging the City to stringently enforce the City's ordinances.

Mike Amidi, Compton Business owner, addressed the Council and complained about the high volume of 7-Elevens in the City and demanded that the moratorium on such stores be enforced.

Kyron Kopanos, Compton resident, spoke before the Council and wished everyone Happy Holidays. Ms. Kopanos invited everyone to attend the Compton Christmas Parade which will be held on December 9, 2017.

David Irons, Compton resident, addressed the Council regarding the criminal activity in the City. Mr. Irons concluded by urging the Council to create a more harmonious environment.

Barbara Calhoun, Former City Councilwoman, requested that the City Manager direct Staff to clean the alley way near Stockwell Street all the way down to 133rd Street. Ms. Calhoun also suggested that the City designate a patrol "party car" or direct someone to address, and possibly cite, those residents who hold party's late into the early morning hours. Ms. Calhoun concluded by announcing that Staples Center is currently accepting employment applications.

Benjamin Holifield, President of Compton Business Chamber, addressed the Council and urged the Council to change the name of Willowbrook Avenue to "Barack Obama Avenue," and noted that he has collected signatures in favor of the name change. Mr. Holifield stressed the importance of beatifying the City.

Michelle Chambers, Senior Field Deputy for Assemblyman Mike Gipson, invited the Council and community to a Senior Scam Stopper event which will be held in conjunction with Councilwoman Sharif and the Contractor's State Licensing Board on November 30, 2017 at the Dollarhide Community Center from 11 a.m. to 12:30 p.m. Ms. Chambers also extended an invitation to the community to attend a Holiday Open House at 879 W. 190th Street, Gardena and urged everyone to bring a dish to share as the event will also be a pot luck.

Rev. K. W. Tulloss, Representative for Congresswoman Nannette Barragan, wished the Council and community a very Merry Christmas and invited the Compton community to attend the end of the year legislative briefing by Congresswoman Nanette Barragan. The event will take place on December 21, 2017 from 6:30 to 8:30 at the Dollarhide Community Center.

Earl Grayson, Compton resident, addressed the Council and complained about the high property taxes in the City.

***Arturo Frazier*,** Center for Sustainable Communities Representative, addressed the Council and invited everyone to attend a Holiday Reception on December 9, 2017 beginning at 6 p.m. at the Neighborhood Housing Center, 1051 West Rosecrans Avenue. Rev. Frazier noted that there will be refreshments, music and he further requested that all attendees bring an unwrapped gift to Bless our foster care children. Rev. Frazier urged everyone to visit: nhslacounty.org for additional information.

Lynn Boone, Compton resident, addressed the Council and questioned the missing finances of the City. Ms. Boone also questioned Item number 2 (agreement with JMDIAZ) which she felt was a 'smokescreen' adding that Central was only re-paved because of the old Brickyard, and it was not a Compton project. Ms. Boone also requested that the Council enforce the moratorium on 7-Eleven Stores.

Soheila Amidi, Compton Business Owner, complained about the high property and business taxes. Ms. Amidi also complained about the City not enforcing the moratorium on new 7-Eleven's. She also complained that she could not hear the City Council meetings as there has been no volume over cable or the internet.

REGULAR AGENDA

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

CITY ATTORNEY'S REPORTS

1. A OCTOBER 2017 REPORT OF THE FINDINGS FROM THE DIVISION OF WORKERS' COMPENSATION AUDIT AND ENFORCEMENT UNIT PROFILE AUDIT REVIEW OF THE CITY OF COMPTON **(Received and Filed)**

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

AYES: Council Members - Zurita, Galvan, McCoy, Sharif, Brown
NOES: Council Members - None
ABSENT: Council Members - None

UNFINISHED BUSINESS There was no Unfinished Business.

NEW BUSINESS

2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE PROFESSIONAL SERVICES AGREEMENT WITH JMDIAZ, INC. TO PERFORM CONSTRUCTION SUPPORT SERVICES FOR THE CENTRAL AVENUE CORRIDOR PAVEMENT REHABILITATION PROJECT - PHASE II ($15,570)

On motion by Sharif seconded by McCoy, **Resolution Number 24,699** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE PROFESSIONAL SERVICES AGREEMENT WITH JMDIAZ, INC. TO PERFORM CONSTRUCTION SUPPORT SERVICES FOR THE CENTRAL AVENUE CORRIDOR PAVEMENT REHABILITATION PROJECT - PHASE II'** was adopted by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, McCoy, Sharif, Brown
NOES: Council Members - None
ABSENT: Council Members – None

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INSTALLATION CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR SOUTH BAY HEATING AND AIR CONDITIONING FOR REPLACING THE ROOFTOP PACKAGED UNITS AT THE WATER YARD MAIN BUILDING LOCATED AT 322 SOUTH ALAMENDA STREET ($21,120)

On motion by Sharif, seconded by McCoy, **Resolution Number 24,700** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INSTALLATION CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR SOUTH BAY HEATING AND AIR CONDITIONING FOR REPLACING THE ROOFTOP PACKAGED UNITS AT THE WATER YARD MAIN BUILDING LOCATED AT 322 SOUTH ALAMENDA STREET'** was adopted by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, McCoy, Sharif, Brown
NOES: Council Members - None
ABSENT: Council Members - None

COUNCIL COMMENTS

Councilman Galvan offered the following communications/announcements:

- Thanked everyone that assisted in the Thanksgiving Turkey Giveaway at Lueders Park and thanked the City Staff and all his many, generous sponsors.

- Invited the community to attend his 5th Annual '***Miracle on Oaks Street'*** Christmas Toy Giveaway. The event will be held on December14, 2017 at Caesar Chavez Park. There will be toys, food, games and fun for the entire family and snow!

(Councilman Galvan exited the meeting at 6:40 p.m.)

Councilperson Zurita offered the following communications/announcements:

- Hosting Old School Holiday Luncheon on December 15, 2017 from 11 a.m. to 2 p.m. at the Dollarhide Community center and invited the seniors to attend.

- Cautioned the community to beware of individual requesting signatures on various documents and further urged residents to make certain that they thoroughly read and understand what they are signing.

- Adjourn in memory of **Herbert Hartfield.**

Councilperson McCoy offered the following communications/announcements:

- Invited the community to her 2nd Annual '**Breakfast with Santa'** on December 16, 2017 with a visit from Santa at Tucker Park, 650 West Laurel Street.

Councilperson Sharif offered the following communications/announcements:

- Informed the community that there will be maintenance construction taking place on the Blue Line from December 1, 2017 through December 4, 2017 and there will be intermediary service for the metro passengers.

- Adjourn in memory of **Helen Barnes**.

#1.

Mayor Brown offered the following communications/announcements:

- Thanked and commended the sponsors and volunteers who participated in the 4th Annual Thanksgiving Dinner, adding that hundreds of residents were served.

- Announced that the **64th Annual Compton Christmas Parade** which will be held on December 9, 2017 at 11 a.m. and encouraged everyone to visit: comptonparade.org to sign up to participate in the festivities.

- Invited the community to her 5th Annual Christmas Toy Giveaway on December 17, 2017 from 1 to 4 p.m. at the Martin Luther King, Jr. Monument beginning at 10 a.m., noting that there will be food, clothing, toys, entertainment and fun for the entire family.

- Thanked the City Manager and Staff for the street improvements on Compton Boulevard in preparation for the Compton Christmas Parade.

ADJOURNMENT

On motion by Zurita, seconded by Sharif, the meeting was adjourned in memory of **Herbert Hartfield** and **Helen Barnes** at 6:55 p.m. by the following vote on roll call:

AYES: **Council Members - Zurita, McCoy, Sharif, Brown**
NOES: **Council Members - None**
ABSENT: **Council Members - Galvan**

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CITY CLERK OF THE CITY OF COMPTON **MAYOR OF THE CITY OF COMPTON**

DECEMBER 5, 2017

The Compton City Council meeting was called to order at 5:41 p.m. in the Council Chambers of City Hall by Mayor Aja Brown. The Pledge of Allegiance and Moment of silence ceremonies were also led by Mayor Aja Brown.

ROLL CALL

Council Members Present – Zurita, McCoy, Brown
Council Members Absent – Sharif (Entered the meeting at 6:02 p.m.)
Galvan (Entered the meeting at 6:17 p.m.)

Other Officials Present: C. Cornwell, A. Godwin, C. Rhambo, Jr.

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Robert Ray, Compton resident, addressed the Council and questioned when the street construction would begin on Central Avenue. He also noted that Central Avenue and other thoroughfares have become heavily congested and requested traffic control on Central Avenue to accommodate the high volume of big rig trucks. Mr. Ray urged the citizens to vote "No" on both marijuana initiatives on the January ballot.

David Irons, Compton resident, spoke before the Council regarding the sale of Bishop McLaughlin's church, adding that evil will befall those that commit evil. Mr. Irons urged people to meditate and control their breathing in order to stay calm.

Benjamin Holifield, President-Compton Business Chamber, urged the Council to repair the audio system so that the community will be able to view and hear the meetings on cable as well as via the City's website. Mr. Holifield also stressed the importance of adding additional Code Enforcement Officers, particularly as they relate to the trucking businesses utilizing the City's streets and highways. Mr. Holifield thanked the Council for their service to the community.

Mike Amidi, 7-Eleven Franchise Owner, addressed the Council regarding a written document which contains fabrications and vicious lies about him. Mr. Amidi stated that he loves Compton and his loyalties are with the City.

Kyron Kopanos, Compton resident, addressed the Council and wished everyone a Merry Christmas. Ms. Kopanos urged everyone to attend the Compton Christmas parade.

Rodney Andrews, Compton resident, requested that the Council adjourn in memory of Mr. Albert Frome. He also noted that he is looking forward to attending the Compton Christmas Parade. Mr. Andrews also thanked Councilwomen Zurita and McCoy for the Hoover Dam trip and the Thanksgiving Turkey giveaways.

Melida Hines, Compton resident, requested to know the status of the 'Hub City live Project' located in the 500 block of Compton Boulevard, adding that there has been no response to her Request for Proposal (RFP). Ms. Hines then interjected that this project will bring jobs to the youth and the City will be redeveloped.

City Manager Rhambo informed the residents that all the RFP documents will be presented to the Council at a later date.

Joyce Kelly, Compton resident, informed the Council that the seniors need a newspaper to become better informed. Ms. Kelly questioned what happened to the funds that were paid to the past videographer, noting the poor condition of the sound system during the Council meetings.

Lynn Boone, Compton resident, stated that the figures are incorrect in the State of the City address submitted by the City Manager. Ms. Boone noted that the holes near Grandee and 138th Street will eventually turn into a sink hole if the problems are not addressed, adding that the area is fracking with water. Ms. Boone concluded by noting that some parts of Compton are built on water and something must be done or the City will experience serious problems in the future.

#1.

CONSENT AGENDA

APPROVAL OF MINUTES

1. OCTOBER 24, 2017
   OCTOBER 26, 2017 Special

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

AYES: Council Members - Zurita, McCoy, Sharif, Brown
NOES: Council Members - None
ABSENT: Council Members - Galvan

END CONSENT AGENDA

REGULAR AGENDA

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

CITY ATTORNEY'S REPORTS

2. ORAL REPORT - SB415 (ELECTIONS)

City Attorney Cornwell informed the Council that he will present the report at a later date.

(Councilman Galvan entered the meeting a 6:17 p.m.)

UNFINISHED BUSINESS There was no Unfinished Business.

NEW BUSINESS

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON, ACTING AS THE HOUSING SUCCESSOR TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH PRECISION PIPELINE, INC. TO LEASE CITY OWNED HOUSING SUCCESSOR AGENCY REAL PROPERTY AT 1434 WEST COMPTON BOULEVARD IN THE AMOUNT OF $3,000 PER MONTH FOR A PERIOD NOT TO EXCEED SEVEN (7) MONTHS

On motion by Zurita, seconded by McCoy, **Resolution Number 24,701** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON, ACTING AS THE HOUSING SUCCESSOR TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH PRECISION PIPELINE, INC. TO LEASE CITY OWNED HOUSING SUCCESSOR AGENCY REAL PROPERTY AT 1434 WEST COMPTON BOULEVARD IN THE AMOUNT OF $3,000 PER MONTH FOR A PERIOD NOT TO EXCEED SEVEN (7) MONTHS'** was adopted by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, McCoy, Sharif, Brown
NOES: Council Members - None
ABSENT: Council Members - None

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING RENEWAL OF THE SERVICE CONTRACT WITH AND ISSUANCE OF A PURCHASE ORDER FOR COMMLINE, INC. FOR MAINTENANCE OF CODE SERVICES MOBILE AND PORTABLE RADIO COMMUNICATION EQUIPMENT ($3,840)

On motion by Zurita, seconded by McCoy, **Resolution Number 24,702** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING RENEWAL OF THE SERVICE CONTRACT WITH AND ISSUANCE OF A PURCHSE ORDER FOR COMMLINE, INC. FOR MAINTENANCE OF CODE SERVICES MOBILE AND PORTABLE RADIO COMMUNICATION EQUIPMENT'** was adopted by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, McCoy, Sharif, Brown
NOES: Council Members - None
ABSENT: Council Members - None

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2017-2018 FISCAL YEAR BUDGET AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSTRUCTION CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR ALL AMERICAN ASPHALT FOR THE CENTRAL AVENUE PAVEMENT REHABILITATION PROJECT, PHASE II ($2,196,425)

On motion by Sharif, seconded by McCoy, **Resolution Number 24,703** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2017-2018 FISCAL YEAR BUDGET AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSTRUCTION CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR ALL AMERICAN ASPHALT FOR THE CENTRAL AVENUE PAVEMENT REHABILITATION PROJECT, PHASE II ($2,196,425)'** was adopted by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, McCoy, Sharif, Brown
NOES: Council Members - None
ABSENT: Council Members - None

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2017-2018 FISCAL YEAR BUDGET TO TRANSFER FUNDS BETWEEN ACCOUNTS AND AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO DEKRA-LITE TO PRODUCE, INSTALL, REMOVE AND STORE SINGLE BANNERS ALONG COMPTON BOULEVARD ($11,611.73)

On motion by Sharif, second by McCoy, **Resolution Number 24,704** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2017-2018 FISCAL YEAR BUDGET TO TRANSFER FUNDS BETWEEN ACCOUNTS AND AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO DEKRA-LITE TO PRODUCE, INSTALL, REMOVE AND STORE SINGLE BANNERS ALONG COMPTON BOULEVARD'** was adopted by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, McCoy, Sharif, Brown
NOES: Council Members - None
ABSENT: Council Members - None

APPROVAL OF WARRANTS

7. Warrant # 242509 - Date - 11/21/17 - Name - HM Carpet - Services - Carpet replacement at 600 N Alameda - Amount - $10,000.00 - Requested by: General Services

Warrant # 242526 - Date - 11/21/17 - Name - Victor J Sanchez - Services - Flag Football various awards and trophies - Amount - $624.56 - Requested by: Parks & Recreation

Warrant # 242529 - Date - 11/21/17 - Name - State Water Resources Control Board - Services - Water quality permits for Transit Center - Amount - $15,995.65 - Requested by: City Manager

#1.

Warrant # 242530 - Date - 11/21/17 - Name - State Water Resources Control Board - Services - Water quality permits for Transit Center - Amount - $568.00- Requested by: City Manager

Warrant # 242602 - Date - 11/28/17 - Name - Praxair Distribution - Services - Soldering supplies- Amount - $139.50 - Requested by: Water

Total Amount - $27,327.71

On motion by Sharif, seconded by McCoy, the above warrants were approved by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, McCoy, Sharif, Brown
NOES: Council Members - None
ABSENT: Council Members - None

CONSIDER SUBSEQUENT NEED ITEM On motion by McCoy, seconded by Galvan, to consider a subsequent need item by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, McCoy, Sharif, Brown
NOES: Council Members - None
ABSENT: Council Members - None

SUBSEQUENT NEED ITEM

City Manager Rhambo explained that ***VFW District Commander George Smith*** passed away on November 28, 2017. The family is requesting that the City Council accommodate a fee waiver for the repast program at the Dollarhide Community Center on December 9, 2017.

On motion by McCoy, seconded by Sharif, the Council approved the fee waiver for costs associated with the repast services for George Smith by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, McCoy, Sharif, Brown
NOES: Council Members - None
ABSENT: Council Members - None

COUNCIL COMMENTS

Councilperson Galvan offered the following communications/announcements:

- Invited the entire community to attend his 5th Annual '***Miracle of Oaks Street'*** Christmas Toy Giveaway at Caesar Chavez Park on December 14, 2017 from 5:30 to 8:30. There will be free toys to kids, a petting zoo, food, games, entertainment and snow for the entire family.

Councilperson Zurita offered the following communications/announcements:

- Commented that when she was first elected, the City had a $42M deficit, and a deficit still exists. She further noted that the City is viable and functioning thanks to proper management by the Council and Staff, further adding that there is no room for frivolous spending.

- Thanked the Council and Staff for the expedient street improvement construction, which is what happens when there is proper management.

- Urged everyone to avoid stress and relax and enjoy life.

- Commented that she is under recall for the third time, and urged the residents that re-elected her, not to overrule their vote. She also cautioned the citizens to beware of strangers knocking at their doors and requesting signatures, asserting that we must read and understand everything thoroughly before signing any document.

Councilperson McCoy offered the following communications/announcements:

- Requested that the City Manager bring back a tree trimming schedule for the citizens.

- Informed the community that the Commission for Women in conjunction with the American Red Cross is sponsoring a blood drive on December 13, 2017 from 9 am to 3 pm at the Dollarhide Community Center.

- Invited the community to her 2nd Annual '**Breakfast with Santa' and Christmas Toy Giveaway** on December 16, 2017 with a visit from Santa at Tucker Park, 560 West Laurel Street.

- Adjourn in memory of **Albert Frome.**

Councilperson Sharif offered the following communications/announcements:

- Invited the community to attend her Town Hall Meeting on December 13, 2017 at Kelly Park, 2319 East Caldwell Street, regarding Measure C and Measure I which will be on the upcoming election ballot. This will be an interactive meeting and representatives from the Sheriff's Department will be on hand to discuss crime statistics, and the residents will have an opportunity to voice opinions and concerns and quality of life issues.

- Adjourn in memory of **Ike Pugh.**

Mayor Brown offered the following communications/announcements:

- Commented on the success of the 2017 Teen Girl Summit she attended along with Miss Teen Compton and 5 other mentees from the Bloom Program whereby they attended very informative workshops and met other like-minded young ladies who wish to make a productive and positive changes in the world. Mayor Brown then expressed her excitement regarding hosting a Teen Girl Summit in Compton next year.

- Commented on the outstanding Compton Initiative for beautifying numerous sites throughout the City.

- Invited the community to attend her 5th Annual **Christmas Toy Giveaway** to be held at the Martin Luther King, Jr. Monument on December 17, 2017 from 1 to 4 p.m.

- Announced that applications are now being accepted to be a part of the BLOOM Initiative (Becoming Ladies of Opulence and Magnitude) and invited those interested to visit her Facebook page to submit an application before the deadline of December 16, 2017

- Noted that November 30th is the birthday of *the late* **Congresswoman Shirley Chisholm,** noting that Ms. Chisholm was a true trailblazer who became the first African American woman elected to the U.S. Senate; was the first African American to seek the nomination for President; and Ms. Chisholm also helped form the Congressional Black Caucus. Mayor Brown offered one of her favorite quotes:

  "You do not make progress by standing on the sidelines, whimpering and complaining. You make progress by implementing ideas." ***Shirley Chisholm***

#1.

ADJOURNMENT

On motion by McCoy, seconded by Sharif, the meeting was adjourned in memory of **Albert Crumb, Ike Pugh and George Smith** at 6:46 p.m. by the following vote on roll call:

AYES: **Council Members - Zurita, McCoy, Sharif, Brown**
NOES: **Council Members - None**
ABSENT: **Council Members - Galvan**

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CITY CLERK OF THE CITY OF COMPTON **MAYOR OF THE CITY OF COMPTON**

January 9, 2018

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: DELMONSHA GREEN, DIRECTOR
COMPTON LOCAL HOUSING AUTHORITY

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO HAPPY SOFTWARE, INC. FOR CONTINUED SOFTWARE USE LICENSE AND MAINTENANCE SUPPORT FOR HAPPY SOFTWARE MODULES ($11,798)

SUMMARY

This request is for authorization to issue a purchase order to HAPPY Software, Inc. for payment for the continuation of software use license and maintenance support for the Compton Local Housing Authority's ("LHA" or "Housing Authority") HAPPY Software Modules from the period of February 1, 2018 through January 31, 2019. This will ensure that the Housing Authority software will be current with ever-changing regulations, entitles the agency to technical support, feature updates and software enhancements, and assistance when needed.

BACKGROUND

HAPPY Software has been utilized by the Housing Authority for a number of years. Even though there are other software programs in the public housing industry, polling of Public Housing Authority's ("PHA"), HAPPY Software is the most common and desirable. Reliable software is the single most important factor in managing tenant data, inspections and daily responsibilities at the Housing Authority. The Housing Authority staff is very knowledgeable of this system.

STATEMENT OF ISSUE

This software manages the day-to-day operation of the Housing Authority and is approved by the Housing and Urban Development ("HUD"). It is also used to upload valuable information to HUD and other divisions within HUD. The software allows the Housing Authority to input and maintain important data required by HUD to operate a Public Housing Authority ("PHA"):

#3.

Waiting List – makes it easy to manage one or more multiple preferenced waiting lists and generate ready-to-mail applicants, letters and forms. The Waiting List component manages both active and inactive lists and includes full statistical reporting.

Occupancy – streamline the Specialists everyday tasks. It offers automated wizards for performing HUD actions. Specialists can enter required 50058 data, efficiently manage their caseloads, and print all required documentation.

Letters and Forms – Print more than 70 forms filled-out and create custom packets. It also creates Spanish language forms with automatic language substitution.

Rent Reasonableness – gives agencies a fast and consistent way to instantly find the most comparable units, without complicated point systems or time-consuming manual comparisons.

Inspections – completely automates the entire HQS Inspections process. The built-in automated scheduler reduces the time it takes to create and schedule inspections.

This is a small list of components the Housing Authority utilizes on a daily basis within the software. There are more features this software has to offer.

Currently, the software maintenance coverage will be expiring and it is necessary to renew. Thus, authorization is requested for issuance of a purchase order for maintenance support renewal to cover the period of one (1) year in the amount of Eleven Thousand Seven Hundred Ninety Eight Dollars ($11,798.00).

The Urban Community Development Commission (“UCDC”) is the governing body of the Compton Local Housing Authority, thus a companion resolution has been presented to that legislative body for authorization to continue utilization of the HAPPY Software and maintenance support. However, the Local Housing Authority’s budget is controlled by the City Council therefore; Council approval is needed for issuance of the purchase order.

FINANCIAL IMPACT

Funds have been allocated for this expenditure in Account Number 2820 790 000 4222 in the amount of $11,798.00.

RECOMMENDATION

It is recommended that the attached Resolution be adopted.

DELMONSHA GREEN, DIRECTOR
COMPTON LOCAL HOUSING AUTHORITY

APPROVED FOR FORWARDING:

CECIL W. RHAMBO, JR.
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 HAPPY SOFTWARE, INC. FOR CONTINUED SOFTWARE USE LICENSE AND MAINTENANCE SUPPORT FOR HAPPY SOFTWARE MODULES ($11,798).

WHEREAS, the Compton Local Housing Authority ("LHA" or "Housing Authority") utilizes software programs and maintenance support services provided by HAPPY Software, Inc.; and

WHEREAS, the continued use of HAPPY software and support ensures that the Housing Authority's software programs will be current with ever-changing regulations, entitle the agency to technical support, feature updates, software enhancements and assistance when needed; and

WHEREAS, HAPPY Software, Inc. has been utilized successfully by the Housing Authority for a number of years and this software manages the day-to-day operation of the Housing Authority and is approved by the Housing and Urban Development ("HUD"), and is also used to upload valuable information to HUD and other divisions within HUD; and

WHEREAS, the software maintenance coverage is scheduled to expire on January 31, 2018 and it is necessary to renew; and

WHEREAS, the cost for annual maintenance for the period February 1, 2018 through January 31, 2019 will be $11,798.00; and

WHEREAS, the funds are available in the Fiscal Year 2017-2018 Budget.

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

Section 1. That the City Manager hereby authorized to issue a purchase order to Happy Software, Inc. for continued use of the software use license and provision of maintenance support services for the period of February 1, 2018 through January 31, 2019, in the amount of $11,798.00.

Section 2. That funds for this expenditure are available in Account Number 2820 790 000 4222.

Section 3. That a certified copy of this Resolution shall be filed in the Offices of the City Manager, City Controller, City Clerk and the Compton Local Housing Authority.

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

ADOPTED this ____ day of _____, 2018.

_____
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, Clerk of the City of Compton, hereby certify that the forgoing Resolution was adopted by the City Council, signed by the Mayor, attested to by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2018.

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

HAPPY SOFTWARE

11 Federal Street • Saratoga Springs, NY 12866
(518) 584-4668 • 888-GT-HAPPY • Fax: (518) 584-5388
www.happysoftware.com

DEFINITION OF SUPPORT

PLEASE READ CAREFULLY

DEFINITIONS

(i) "Incident" means a single issue, problem, or product usage question a Licensee requests HAPPY Software, Inc. (HAPPY) to analyze or resolve.

(ii) "Software" means the current version of the listed modules of software of proprietary HAPPY product(s) designated on the Purchase Agreement or one single version immediately prior to the current version.

(iii) "Support" means the assistance provided to Agency by HAPPY for the then-current version of the Software.

(iv) "Update" means defect fixes and changes to maintain compliance with regulations. Updates are identified by a change in the number to the right of the decimal point in the product version number (e.g., Housing Pro 8.2).

(v) "Upgrade" means a significant improvement to an existing product through added functionality and/or enhanced performance. Upgrades are identified by a change in the number to the left of the decimal point in the product version number (e.g., an Upgrade from Housing Pro 8.0 to 9.0).

GENERAL

By installing, accessing, or otherwise using the Software, Licensee agrees to be bound by these Support terms. The Software is sold with Support. Support is sold at the time of the purchase and must be renewed at the end of each term to allow continued use of the licensed Software. Support begins upon the implementation "Go Live" date, or your Support renewal date, indicated on your Purchase Agreement and will continue for twelve (12) months. Support must be paid in advance of renewal date and is non-refundable. Support shall automatically renew for successive one-year periods unless either party delivers written notice to the other party of its intention not to renew. Termination by the Licensee requires sixty (60) days prior written notice. Support is non-transferable and is valid only for the Licensee. HAPPY may limit or terminate Support, or may elect not to renew Support to any Licensee who uses the services in an irregular, excessive, abusive, or fraudulent manner, as determined by HAPPY in its sole discretion.

DESCRIPTION OF SUPPORT AND MAINTENANCE SERVICES

If Licensee has paid all the applicable license and support fees to HAPPY, the following terms apply.

1. Updates

The Software is updated from time to time and whenever changes in Federal Regulations published as "Final" in the Federal Register are made and when such changes necessitate a change to the software. Changes to the Software will be made within 90 days of the effective date of the Final rule. Updates may require additional inputting or re-inputting of data by your agency and such inputting of data is not the responsibility of HAPPY. The only warranty we make is that the updated software will be fit for use and conform to the new regulations. Updates will be made available for download via the Internet or installed by HAPPY, at HAPPY's option. Instructions describing how to update the Software and a listing of changes to the Software will be included with Updates. Training and installation are not included. New versions of the Software will not include any customization for your agency except in modules specifically designed to survive Updates. Updates may require you to change or replace your existing hardware or system software. A new version of FileMaker® Pro, the operating environment for the Software, may be required for new versions of the Software and is not included with Updates. We reserve the right to Update or change the

#3.

Software at any time. Updates must be installed in a timely manner to ensure compliance with changed regulations and to avoid interruptions in use of the Software.

2. Technical Support

Incidents

Licensee will receive Support for an unlimited number of incidents. HAPPY will answer your questions and help you to resolve your problems with the Software to the best of our ability. HAPPY reserves the right to limit each support contact to one hour or one incident.

Availability

Support includes access to Technical Support representatives via phone, mail, email, chat, fax, and web-based systems during regular business hours. Regular business hours are from 9:00 am to 5:00 pm Eastern Time, Monday through Friday. Extended Support hours are available on Monday through Thursday from 5:00 pm to 7:00 pm Eastern Time via chat only. Support availability may occasionally deviate from published hours due to downtime for systems and server maintenance, company events, observed U.S. holidays, and events beyond HAPPY's control. Phone and other communication charges for contacts with HAPPY are the responsibility of the Licensee. Non-payment of any HAPPY Invoice may result in a delay in receiving Support and restricted access to HAPPY's Clients Area.

Response Time

HAPPY will attempt to respond to Licensees within published response times. This shall not be deemed a representation or warranty on HAPPY's behalf regarding the time within which a resolution, if any, may be available for any particular Incident. No remedy is available for HAPPY's failure to meet the published response time goal.

Remote Assistance

In certain cases, remote access to your system may be required to most efficiently resolve an issue. HAPPY uses an industry standard remote assistance tool to provide this Support and reserves the right to refuse service or charge for Support should remote assistance via our standard tool be denied.

LIMITATIONS

Support shall not include or be responsible for Incidents resulting from the following:

- Third-party services, products, or service providers
- Hardware, network or system connections or configurations
- Migration of Software to a new server or host computer
- Improper use, operation or neglect of the Software
- Alteration or modification to the Software
- Failure to implement recommendations in respect to solutions
- Use of the software for a purpose for which it was not designed
- Use that is inconsistent with published regulations and official guidance

Incidents not included in the standard Support contract will be billed at standard hourly rates. HAPPY will notify the Licensee in advance if a fee will be charged for services outside the scope of Support.

UPGRADES

Upgrades to the software are not included in the Support contract. Availability, pricing and information about Upgrades, including required database engine changes, will be provided in advance.

TERMS AND CONDITIONS

HAPPY shall have the right to change or add to the terms of Support at any time, and to change, delete, discontinue, or impose conditions on any feature or aspect of Support (including but not limited to pricing, technical support options, and other support-related policies) upon notice by any means HAPPY determines in its discretion to be reasonable.

#3.

HAPPY SOFTWARE

11 Federal Street • Saratoga Springs, NY 12866
(518) 584-4668 • 888-GT-HAPPY • Fax: (518) 584-5388
www.happysoftware.com

SOFTWARE USE LICENSE

PLEASE READ CAREFULLY, USE OF THE SOFTWARE BINDS YOU TO THE TERMS OF THIS SOFTWARE USE LICENSE. IF LICENSEE DOES NOT AGREE TO THE TERMS OF THIS LICENSE, LICENSEE MUST NOT INSTALL, COPY, DOWNLOAD, ACCESS OR USE THE SOFTWARE. HAPPY RESERVES THE RIGHT TO MODIFY, ALTER OR OTHERWISE UPDATE THIS LICENSE.

DEFINITIONS

(i) "Activation Code" means the code provided or reissued by HAPPY Software, Inc. (HAPPY) that permits Use of the Software and for which the Agency has paid the appropriate fees.

(ii) "Agency" means a Housing Authority as defined by the U.S. Department of Housing and Urban Development (HUD).

(iii) "Content" means all data, text, images, documents, and any other Information or materials uploaded by or on behalf of you in connection with your Use of the Software.

(iv) "Purchase Agreement" means the HAPPY document that specifies the Software licensed to the Agency.

(v) "Information" means personally identifiable information.

(vi) "User" is a person in your Agency who has access to or Uses the Software.

(vii) "Licensee" collectively refers to the Agency and the Users using the Software.

(vii) "Service Term" means the period of time for which you have elected to pay for and/or Use a Service.

(ix) "Software" means proprietary HAPPY product(s) or services, associated documentation, any updates, additional modules, or additional software provided by HAPPY in connection therewith.

(x) "Use" means that the Software is either loaded in the temporary memory of a computer or installed in the permanent memory of a computer.

OWNERSHIP

The Software is licensed, not sold, to you by HAPPY for Use only under the terms of this License, and HAPPY reserves any rights not expressly granted to you. HAPPY shall, at all times, retain title to and ownership of all Software, regardless of its form, including without limitation, any and all revisions, custom development, updates, upgrades, modifications, bug fixes and enhancements to the Software. The Licensee specifically acknowledges and agrees that it shall not acquire any ownership interest or proprietary right to any Software by virtue of this Use License.

RESTRICTIONS

The Software contains trade secrets in its human perceivable form and, to protect them, you may not reverse engineer, decompile, disassemble or otherwise reduce the Software to any human perceivable form. You may not modify, adapt, translate, rent, lease, loan or create derivative works based upon the Software or any part thereof. The Software produces copyrighted forms and other proprietary materials during normal Use. Your Agency is allowed full Use of these materials within your Agency only, and is barred from distributing these materials for Use by any other party. You may not distribute, integrate, transmit, or provide access to the Software to any third party including, but not limited to, software or service providers that are generally competitive with HAPPY product

offerings. Public performance, defined as displaying or demoing the Software on the Internet or at a place open to the public such as an industry event or tradeshow, without written consent by HAPPY, is prohibited.

LIMITED WARRANTY

HAPPY warrants for a period of ninety (90) days from your date of purchase that the Software will substantially conform to the specifications published on HAPPY's fact sheets, which are subject to change. In no event does HAPPY warrant that the Software is error free, that the Agency will be able to operate the Software without problems or interruptions, or that the Software will operate without conflict with other systems or software programs. HAPPY does not warrant that HAPPY's servers and Software are free of viruses or other harmful components, or that HAPPY's security procedures and mechanisms will prevent the loss or alteration of or improper access to information or Content by third parties. HAPPY's entire liability and your sole and exclusive remedy for any breach of the foregoing limited warranty will be, at HAPPY's option, a refund of the price or repair or replacement of the Software. This limited warranty is the only warranty provided.

LIMITATION OF LIABILITY

In no event will HAPPY, its parent, subsidiaries or any of the licensors, directors, officers, employees or affiliates of any of the foregoing be liable to you for any consequential, incidental, indirect or special damages whatsoever including without limitation, damages for loss of business profits, business interruption, loss of business information and the like, whether foreseeable or unforeseeable, arising out of the Use of or inability to Use the Software or accompanying materials, regardless of the basis of the claim and even if HAPPY has been advised of the possibility of such damage.

TERMINATION

This License is effective until terminated. This License will terminate immediately without notice from HAPPY if you fail to comply with any provision of this License. Upon such termination, you must immediately cease using and destroy the Software, all accompanying written materials and all copies thereof. Outdated versions of the Software automatically terminate if not updated to ensure compliance with Federal Regulations. Licensee may terminate this license by providing sixty (60) days prior written notice to HAPPY. In the event of any termination of this license, Licensee shall promptly destroy all copies of the Software and verify in writing that all copies of the Software have been destroyed within sixty (60) days.

CONSENT TO USE DATA

You agree that HAPPY may collect, maintain, process and use diagnostic, usage, technical and related Information, including but not limited to Information about your computer, system and Software, and peripherals, that is gathered periodically to facilitate the provision of Software updates, product support and other services to you (if any) related to HAPPY and to verify compliance with the terms of this License. HAPPY may also use aggregate Information, as long as it is in a form that does not personally identify you, to improve our products or to provide services or technologies to you.

CONFIDENTIALITY

Licensee acknowledges that the Software embodies the trade secrets and confidential information of HAPPY ("Confidential Information") and agrees to hold all aspects of the Software in strict confidence and not to use or disclose the Confidential Information to any third party, in whole or in part, except as expressly permitted in this License. Licensee agrees to take reasonable measures to ensure against the unauthorized disclosure of or access to

the Confidential Information. Licensee shall have no obligation to maintain the confidentiality of any information which: (a) is or becomes publicly available without breach of this License; (b) is rightfully received by Licensee from a third party without an obligation of confidentiality and without breach of this License; or (c) is developed independently by Licensee without access to or use of the Confidential Information.

THE FOLLOWING TERMS AND CONDITIONS APPLY TO THE HOUSING PRO DATABASE PRODUCTS ONLY.

GRANT OF RIGHTS

You may Use the Software at one Agency only and only for the number of Users specified in your Purchase Agreement(s). You may be required to enter or re-enter an Activation Code provided by HAPPY to Use the Software. You may install the Software on a common storage device which is accessible by multiple computers at your site as long as each computer that accesses the Software is a User. You may make one copy of the Software in machine readable form solely for backup purposes. You may not transfer your rights under this License to another party under any circumstances. HAPPY or its independent accountants reserve the right to examine Agency's books, records and accounts during Agency's normal business hours or to electronically transmit and collect information solely for the purpose of verifying compliance with the above provisions. In the event such audit discloses that the number of Users is exceeded, Agency will promptly pay to HAPPY the appropriate license fee for the additional computers or Users. At HAPPY's option, HAPPY may terminate this license for failure to pay the required license fee.

THIRD-PARTY BENEFICIARY

Licensee is notified that FileMaker®, Inc. is a third-party beneficiary to this License to the extent that this License contains provisions that relate to Licensee Use of the bundled software. In no event shall Bundle Redistributor or its suppliers be liable in any way for consequential, incidental, indirect or special damages whatsoever arising out of Use of or inability to Use the Software.

Software User Licenses include a license for the Software bundled with the required FileMaker® Pro database license. These licenses can only be purchased directly from HAPPY as part of the software bundle.

THE FOLLOWING TERMS AND CONDITIONS APPLY TO ALL HAPPY HOSTED WEB SERVICE APPLICATIONS ONLY.

PRIVACY POLICY

Use of HAPPY web service applications are additionally subject to HAPPY's online Privacy Policy. A copy of this policy is available online at https://www.happysoftware.com/privacy-policy/.

ACCESS TO SERVICES

Your ability to access the services may require the payment of third party fees (such as telephone toll charges, ISP, or airtime charges) and you are responsible for paying such fees. HAPPY is not responsible for any equipment you may need to be able to access the services.

To gain access to and Use the services, you may be required to create a login ID and password ("Log-In Information"). You are responsible for all activity occurring under your Log-In Information, and you must keep your Log-In Information confidential and not share your Log-In Information with third parties. HAPPY has no obligation or responsibility with regard to your Use, distribution, disclosure, or management of Log-In Information. Notwithstanding the foregoing, HAPPY may require you to change your Log-In Information if such Log-In Information is inconsistent with the terms of this agreement. Occasionally, Web Services applications may not be available for maintenance reasons.

CONTENT

You may upload Content to the service in connection with your Use of the service. HAPPY does not verify, endorse, or claim ownership of any Content, and you retain all right, title, and interest in and to the Content. HAPPY does not store Content except as necessary for HAPPY to perform the service. Upon termination of license, all Content may be deleted from the system. HAPPY shall make commercially reasonable efforts to block the uploading of Content to the service that contains viruses detected by using industry standard virus detection software. Notwithstanding anything to the contrary herein, HAPPY has no responsibility or liability for the deletion or accuracy of Content, the failure to store, transmit or receive transmission of Content (whether or not processed by the service), or the security, privacy, storage, or transmission of other communications originating with or involving Use of the service. Certain features of the service enable you to specify the level at which such service restrict access to your Content. You are solely responsible for applying the appropriate level of access to your Content.

USE RESTRICTIONS

Access to and Use of the service is subject to all applicable international, federal, state and local laws and regulations. You agree not to Use this service in any way that violates such laws or regulations. In connection with your access or Use of the service, you agree not to:

(i) introduce a virus, worm, Trojan horse or other harmful software code or similar files that may damage the operation of a third party's computer or property or information;

(ii) Use the service in any manner that could damage, disable, overburden, or impair any HAPPY server, or the network(s) connected to any HAPPY server or interfere with any other party's Use of the Service;

(ii) Use the service in any manner that is inconsistent with HUD guidelines or fair housing standards;

(iii) attempt to gain unauthorized access to service, materials, other accounts, computer systems or networks connected to any HAPPY server or to the service, through hacking, password mining, or any other means;

(iv) obtain or attempt to obtain any materials or information through any means not intentionally made available through the service;

(v) sell, lease, or rent access to or Use of the service, or otherwise transfer any rights to Use the service under this Agreement;

If HAPPY becomes aware of any possible violations, HAPPY reserves the right to investigate such violations, and HAPPY may, at its sole discretion, terminate immediately your license to Use of the service or change, alter or remove Content, in whole or in part, without prior notice to you.

Use of the service is subject to your payment of HAPPY's charges for the service, which may vary according to the service, features, or Service Term to which you have subscribed (the "Service Fees"). You are responsible for paying all taxes levied in connection with your Use of the services.

End

#3.

HAPPY SOFTWARE

11 Federal Street • Saratoga Springs, NY 12866
(518) 584-4668 • (888) GT HAPPY • Fax (518) 584-5388
www.happysoftware.com

November 30, 2017

Ms. Delmonsha Green, Housing Director
Compton Housing Authority
700 N. Bullis Road
Compton, CA 90221

Total Due:	$11,798.00

TAX ID: 16-1521627

Invoice #: 33904

Invoice

Support Renewal

HAPPY Support Renewal

Item	Start Date	End Date	Price	Qty	Price
Waiting List Renewal for 1 Year - HP	2/1/2018	1/31/2019	$907.00	1	$907.00
Occupancy Renewal for 1 Year - HP	2/1/2018	1/31/2019	$2221.00	1	$2,221.00
FileMTCS Renewal for 1 Year - HP	2/1/2018	1/31/2019	$907.00	1	$907.00
Payments Renewal for 1 Year - HP	2/1/2018	1/31/2019	$907.00	1	$907.00
1099s & Payment History Renewal for 1 Year - HP	2/1/2018	1/31/2019	$907.00	1	$907.00
Inspections Renewal for 1 Year - HP	2/1/2018	1/31/2019	$1213.00	1	$1,213.00
Custom Forms Renewal for 1 Year - HP	2/1/2018	1/31/2019	$679.00	1	$679.00
FSS Pro Renewal for 1 Year - HP	2/1/2018	1/31/2019	$1474.00	1	$1,474.00
Remote Screen Sharing Renewal for 1 Year - HP	2/1/2018	1/31/2019	$250.00	1	$250.00
HQS Mobile Inspections (iPad) Renewal for 1 Year - HP	2/1/2018	1/31/2019	$257.00	1	$257.00
HAPCheck Renewal for 1 Year - HP	2/1/2018	1/31/2019	$1072.00	1	$1,072.00
Direct Deposit Renewal for 1 Year - HP	2/1/2018	1/31/2019	$428.00	1	$428.00
WaitListCheck - Online Application Collection Support and Web Hosting Renewal for 1 Year - HP	2/1/2018	1/31/2019	$788.00	1	$788.00
WaitListCheck - Online Applicant Status Support and Web Hosting Renewal for 1 Year – HP	2/1/2018	1/31/2019	$788.00	1	$788.00

Total HAPPY Support Renewal:	**$12,798.00**

Discount

Item	Price	Qty	Price
Credit	-$1000.00	1	-$1,000.00

Total Discount:	**-$1,000.00**

Agency is responsible for sales and use tax if applicable.

1.5% Monthly Late Fee Charged on all Overdue Payments.

If payment has already been sent, please disregard this invoice.

Total Due:	**$11,798.00**

Subject to the terms and conditions of the HAPPY Software Software License and Definition of Support. Additional terms not accepted.

Please write the invoice number on your check and make payable to:

HAPPY Software, Inc.
11 Federal Street
Saratoga Springs, NY 12866

Payment is Due: February 1, 2018

January 9, 2018

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY CLERK

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A FIVE (5) YEAR SOFTWARE LICENSE, MAINTENANCE SUPPORT AND SERVICES AGREEMENT WITH HYLAND SOFTWARE, INC. FOR AGENDA DOCUMENT MANAGEMENT AND PUBLIC MEETING MANAGEMENT ($51,570)

SUMMARY

Adoption of the attached resolution will authorize the City Manager to enter into a five (5) agreement with Hyland Software, Inc. for provision of upgraded computer software systems and programs for the City's paperless agenda software application and the public meeting management system, and authorize the establishment of a purchase order in the amount of Fifty One Thousand Five Hundred Seventy Dollars ($51,570.00) for the first twelve (12) months of the agreement.

BACKGROUND

In order to enhance, improve and increase the efficiency of the agenda process for the City's legislative bodies' meetings, in 2004, the City contracted with AlphaCorp (purchased by Hyland Software, Inc. in 2012), to provide computer software product licensing, maintenance and support of an automated agenda system designed to provide for the effective processing, record keeping and use of the City's website agenda access.

Additionally, the City contracted with Granicus, Inc. to provide streaming media management software and services that would facilitate the streaming and distribution of live and archived video and audio content of the public meetings, which enhanced the City's government transparency and public access availability of the City's legislative bodies' meetings.

STATEMENT OF ISSUE

In the decade since the City transitioned to a paperless agenda process and live and archived streaming of public meetings, many modernizations and upgrades to these software systems and programs has occurred. At the time that the City contracted for the paperless agenda process, no company offered the combined services of paperless agenda process and distribution of live video and audio content of public meetings, thus the need to contract with more than one (1) company for these services.

The City's current paperless agenda process is antiquated and incompatible with many of the City's high performing computers, necessitating the "dummying-down" of employee's computers in order to utilize the City's current "SIRE" paperless agenda process. While Hyland Software, Inc. has consistently and satisfactorily serviced and maintained the current outdated system and programs, upgrading to today's specifications is vital to the effective operations of the City's business.

In addition to offering the paperless agenda computer systems and programs, Hyland Software, Inc. also is able to provide the desired live and archived video and audio streaming and distribution services of the City's public legislative meetings. Contracting with Hyland Software, Inc. will be more cost effective for the City in that Hyland Software, Inc.'s streaming services are compatible with their agenda process software systems and programs, while contracting with another vendor may require costly replacement of the current system protocol to be compatible with the upgraded agenda process software and programs.

FISCAL IMPACT

The cost for the initial (first 12-months of the agreement) computer system upgrades, maintenance, support and other services are as follows:

Service Description	Subtotal	Discount	Total
Software License Fees ("OnBase Information Management System")	$55,350	$47,350	$ 8,000 (one-time fee)
Maintenance/Support For Software License			$11,070 (3% annual increase)
Agenda Media Services			$9,000 (annual, no increases)
Training	$ 3,500	$ 3,000	$ 500 (one-time fee)
Professional Services			$23,000 (one-time fee)
Total First 12-month Fees			**$51,570**

Funds for this expenditure are available in the 2017-2018 Fiscal Year budget in Account No. 1001-470-000-4269. Funds for the remaining years of the agreement will be allocated in future City budgets.

RECOMMENDATION

It is recommended that Council adopt the attached Resolution.

ALITA GODWIN
CITY CLERK

APPROVED FOR FORWARDING:

CECIL W. RHAMBO, JR.
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A FIVE (5) YEAR SOFTWARE LICENSE, MAINTENANCE SUPPORT AND SERVICES AGREEMENT WITH HYLAND SOFTWARE, INC. FOR AGENDA DOCUMENT MANAGEMENT AND PUBLIC MEETING MANAGEMENT ($51,570)

WHEREAS, in order to enhance, improve and increase the efficiency of the agenda process for the City's legislative bodies' meetings, in 2004, the City contracted with AlphaCorp (purchased by Hyland Software, Inc. in 2012), to provide computer software product licensing, maintenance and support of an automated agenda system designed to provide for the effective processing, record keeping and use of the City's website agenda access; and

WHEREAS, additionally, the City contracted with Granicus, Inc. to provide streaming media management software and services that would facilitate the streaming and distribution of live and archived video and audio content of the public meetings, which enhanced the City's government transparency and public access availability of the City's legislative bodies' meetings; and

WHEREAS, in the decade since the City transitioned to a paperless agenda process and live and archived streaming of public meetings, many modernizations and upgrades to these software systems and programs has occurred; and

WHEREAS, the City's current paperless agenda process is antiquated and incompatible with many of the City's high performing computers, necessitating the "dummying-down" of employee's computers in order to utilize the City's current "SIRE" paperless agenda process; and

WHEREAS, while Hyland Software, Inc. has consistently and satisfactorily serviced and maintained the current outdated system and programs, upgrading to today's specifications is vital to the effective operations of the City's business; and

WHEREAS, contracting with Hyland Software, Inc. to provide both the needed agenda process upgrades and the live and archived video and audio streaming and distribution services of the City's public legislative meetings will be more cost effective for the City in that Hyland Software, Inc.'s streaming services are compatible with their agenda process software systems and programs, while contracting with another vendor may require costly replacement of the current system protocol to be compatible with the upgraded agenda process software and programs; and

WHEREAS, staff recommends authorization of a multi-year (i.e. 5 year) contract with Hyland Software, Inc. which will result in substantial monetary savings to the City; and

WHEREAS, the fees of $51,570.00 for the initial twelve (12) months of the agreement are available in the 2017-2018 Fiscal Year budget.

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

Section 1. That the City Manager, on advice and approval of the City Attorney is hereby authorized to enter into a five (5) year software license, maintenance support and other services agreement with Hyland Software, Inc. for the provision of upgraded computer software systems and programs for the City's paperless agenda software application and the public meeting management system.

Section 2. That the five (5) year term of the agreement shall commence effective as of the date the agreement is fully executed by the parties, or later date mutually agreed upon by the parties.

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Section 3. That a purchase order is authorized to be established in the amount of Fifty One Thousand Five Hundred Seventy Dollars ($51,570) for services rendered by Hyland Software, Inc. during the initial twelve (12) months of the agreement. Funds for the remaining years of the agreement will be allocated in future City budgets.

Section 4. That the funds for the first year agreement expenditures are available in the 2017-2018 Fiscal Year budget in Account No. 1001-470-000-4269.

Section 5. That a copy of this Resolution shall be filed in the offices of the City Clerk, City Manager, City Attorney, City Controller and General Services Department (IT Division).

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

ADOPTED this _____ day of _____, 2018.

_____
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 to by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2018.

That this 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

January 9, 2018

TO: MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: HEARING – APPEAL OF PLANNING COMMISSION DECISION DENYING CONDITIONAL USE PERMIT CASE NO. 16-000018 – A REQUEST BY APPLICANT (KEVIN PARK) TO CONSTRUCT AND OPERATE A SELF-SERVE CARWASH AT 961 SOUTH WILMINGTON AVENUE

SUMMARY

Council will consider an appeal of a Planning Commission decision denying a request to construct and operate a 2,959 square foot self-serve carwash facility at 961 South Wilmington Avenue, in a Medium Density Residential zone. The requested use (i.e. car wash) requires approval of a Conditional Use Permit ("CUP") in accordance with Section 30-26 of the Compton Municipal Code ("CMC"). Within thirty (30) days, or sooner, the Council must render its decision on this appeal by affirming, amending or reversing the decision of the Planning Commission.

BACKGROUND

On November 8, 2017, the Planning Commission conducted a properly noticed public hearing to consider the applicant's request to construct and operate the 2,959 square foot self-serve carwash facility at 961 South Wilmington Avenue. After concluding the hearing, the Planning Commission denied CUP Case No. 16-000018. Mr. Kevin Park (the "Applicant") has timely appealed denial of the request to the City Council. All appeals must be conducted during a noticed public hearing. This appeal date and time was duly noticed for the January 9, 2018 City Council meeting.

Project Description

The project site is currently vacant and has been since mid-1960 and consists of approximately 21,137.62 square foot of undeveloped land with no buildings or structures thereon. No improvements have been made to the site for nearly sixty (60) years.

The areas surrounding the project site is developed both commercially and residentially. Properties to the west of the project site are zoned residential and are developed with single family homes. The properties to the north and east of the property site are zoned Limited Commercial.

Under CMC Section 30-12, all carwash uses require the approval of a CUP. The CUP process affords the City an opportunity to thoroughly evaluate each proposal and manage/control potential negative impacts to the surrounding areas by the imposition of conditions of approval.

The Applicant is proposing to construct a tunnel-style carwash structure with a total floor area of 2,959 square feet and will include an office, an equipment room, a restroom, and an electric room. The proposed project will have a total of fourteen (14) parking spaces; five (5) will be standard parking stalls, one (1) will be ADA accessible, and eight (8) will be reserved for vacuuming. Access to the project site will be provided by two (2) 30-foot wide driveways that will be located along the east side of the project site, along South Wilmington Avenue. The adjoining grocery market use will not be a part of the carwash facility. The two (2) uses will be separated by a raised planter bed.

STATEMENT OF ISSUE

In 1991, the General Plan land use designation for this area was changed from Commercial to the current designation of Medium Density Residential. The land use designation was changed to residential while the zoning remained commercial, creating an inconsistency between the General Plan and Zoning Code. The Applicant's request to develop and operate a carwash in this area will require an amendment to the General Plan.

The Planning Commission has conducted a properly noticed public hearing on a request by the Applicant to amend the General Plan and has recommended approval to the City Council of the General Plan Amendment Case No. 17-000001 to change the current land use designation from Medium Density Residential to General Commercial. The recommendation of the Planning Commission regarding the proposed amendment to the General Plan shall be presented to the City Council as a separate agenda item.

In accordance with 30-26.5(j) of the CMC, all persons who appeared before the Planning Commission that fully completed a Planning Commission speaker form in connection to this item where notified by mail of this City Council public appeal hearing.

RECOMMENDATION

Staff makes no recommendation on the appeal. Pursuant to Section 30-26.5(k) of the Compton Municipal Code, the City Council shall render its decision on the appeal within thirty (30) days, or sooner, after conclusion of the appeal hearing and has the power to:

- Affirm the decision of the Planning Commission; or
- Amend the decision of the Planning Commission; or
- Reverse the decision of the Planning Commission; or
- If in the opinion of the Council, the matter requires further consideration, refer the matter back to the Planning Commission for further consideration (without a decision by the Council) with any recommendations the Council may desire.

ROBERT DELGADILLO, (INTERIM) PLANNING DIRECTOR
COMMUNITY DEVELOPMENT DEPARTMENT

APPROVED FOR FORWARDING:

CECIL W. RHAMBO, JR.
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON REVERSING THE PLANNING COMMISSION'S DENIAL OF CONDITIONAL USE PERMIT CASE NO. 16-000018 – AND APPROVING THE REQUEST BY APPLICANT (KEVIN PARK) TO CONSTRUCT AND OPERATE A SELF-SERVE CARWASH AT 961 SOUTH WILMINGTON AVENUE

WHEREAS, on November 8, 2017, the Planning Commission conducted a properly noticed public hearing, as provided by law, on the request of Kevin Park (the "Applicant") to construct and operate a 2,959 square foot self-serve carwash facility at 961 South Wilmington Avenue, in a Medium Density Residential zone; and

WHEREAS, after hearing testimony from the Applicant and other interested persons and reviewing documentary evidence submitted, the vote of the Planning Commission was to deny the application; and

WHEREAS, an appeal therefore has been taken to the City Council, and after due notice, said City Council held and concluded a public hearing thereon on January 9, 2018; and

WHEREAS, the City Council has received testimony and reviewed documentary evidence, and is fully advised of the premises at issue, and the matter that has been submitted for decision.

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

Section 1. That the City Council hereby reverses the decision of the Planning Commission (Planning Commission Resolution No. 3986), denying Conditional Use Permit Case No. 16-000018, requesting to construct and operate a 2,959 square foot self-serve carwash facility at 961 South Wilmington Avenue, Compton, California (APN #6141-013-002), in a Medium Density Residential zone.

Section 2. That the City Council hereby grants Conditional Use Permit Case No. 16-000018, and approves the request of the Applicant/Appellant to construct and operate a 2,959 square foot self-serve carwash facility at 961 South Wilmington Avenue, Compton, California (APN #6141-013-002), in a Medium Density Residential zone, subject to the following conditions:

CONDITIONS OF APPROVAL:

1. That approval of Conditional Use Permit Case No. 16-000018 shall be contingent upon adoption of Mitigated Negative Declaration No. 943 and approval and adoption of General Plan Amendment Case No. 17-000001.

2. That approval of this conditional use permit allows the operation of a 2,960 square foot express carwash.

3. That the applicant shall install, and maintain in good working order, a 24-hour surveillance camera system which records activity on the premises.

4. That the applicant shall install a decorative 6-foot sound wall along Raymond Street frontage.

5. That no external loudspeaker or sound equipment shall be used which can be heard from the exterior of the building.

6. That the applicant shall be responsible for preventing noises associated with the facility from disturbing neighbors.

#5.

7. That all conditions of this approval shall be recorded so that future owners/operators will be informed of rights and restrictions placed on the property while this CUP approval is in force.

8. That required site improvements, if any, including but not limited to the following: building paint permit, lighting, landscaping and signage, shall be subject to design review and approval by the Community Development Department.

9. That a copy of these conditions of approval shall be attached to the plan-check set of plans submitted to the Building and Safety Department for plan check as a detail sheet.

10. That all uses, storage of materials and displays shall be conducted entirely within the building.

11. That CUP approval and the final site plan, along with the landscaping which may be required, are submitted via the Architectural Review Board.

12. That the applicant or property owner shall be responsible for maintenance of the property in accordance with all applicable local ordinances.

13. That all emergency and fire access points and lanes shall be maintained free of obstructions at all times.

14. Prior to the issuance of the Certificate of Occupancy, the applicant shall implement all Fire Department requirements, which may include, but are not limited to, emergency access, parking prohibitions, sprinklers, onsite fire hydrants, fire escapes, fire alarms etc.

15. That lighting shall be provided to all on-site parking and pedestrian areas at a 1-foot candle minimum subject to Community Development Department review and approval.

16. That security lighting, parking area lighting and signage must be properly shielded to prevent spill over light and glare. A photometric lighting plan shall be submitted to the Building and Safety Department for plan–check and permit issuance.

17. That all security alarms must employ “silent” alarm devices.

18. That the applicant, property manager, or other responsible party shall be required to implement graffiti removal, within 24 hours of occurrence or City notification.

19. That the interior and exterior of the property shall be maintained free of trash and debris, and that suitable trash bins shall be maintained on site throughout the construction period.

20. That the use and property shall be substantially in accordance with the staff report and plot plan on file for Conditional Use Permit Case No., unless otherwise modified by the Community Development Department.

21. That construction, use and property development shall comply with all requirements of the Public Works, Fire, and Building and Community Development Departments, Compton Municipal Codes and all applicable County, State and Federal agencies.

22. That failure, at any time, to exercise the approved use (express carwash) for 12 consecutive months subsequent to the date of approval for that use shall render this resolution automatically null and void without benefit of a public hearing.

23. That this permit shall be subject to suspension or revocation at any time if it is determined that the terms of the permit and any conditions contained therein, or any rules or regulation adopted by the state or federal government concerning the use of such are being violated.

Section 3. That a copy of this Resolution shall be mailed to the Applicant/ Appellant and filed with the offices of the City Clerk, City Manager, City Attorney, Planning and Economic Development Department, Building and Safety Department and the Los Angeles County Sheriff's Department, Compton Station.

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

ADOPTED this _____ day of _____, 2018.

_____
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 _____, 2018.

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

_____
CITY CLERK OF THE CITY OF COMPTON

CITY OF COMPTON

AERIAL MAP

General Plan Amendment No. 17-000001
Conditional Use Permit Case No. 16-000018
Mitigated Negative Declaration No. 943
961 S. Wilmington Ave.
APNs: 6141-013-001 thru 6141-013-003

Legend

parcels

City Limits

THIS MAP IS A PUBLIC RESOURCE OF GENERAL INFORMATION. THE CITY OF COMPTON MAKES NO WARRANTY, REPRESENTATION OR GUARANTY AS TO THE CONTENT, SEQUENCE, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE DATABASE INFORMATION PROVIDED HEREIN. THE READER SHOULD NOT RELY ON THE DATA PROVIDED HEREIN FOR ANY REASON. THE CITY OF COMPTON EXPLICITLY DISCLAIMS ANY REPRESENTATIONS AND WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE CITY OF COMPTON SHALL ASSUME NO LIABILITY FOR:

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2. ANY DECISION MADE OR ACTION TAKEN OR NOT TAKEN BY READER IN RELIANCE UPON ANY INFORMATION OR DATA FURNISHED HEREUNDER.

SHEET INDEX

SHEET NUMBER ⑧		CONTENTS
ARCHITECTURAL ⑦	T-01	COVER SHEET AND PROJECT DATA
	T-02	TOPOGRAPHIC SURVEY
	T-03	LOT LINE ADJUSTMENT EXHIBIT
	S-01	PROPOSED SITE PLAN
	A-01	PROPOSED SITE PLAN FOR CAR WASH
	A-02	PROPOSED PARKING ADD TO MARKET
	A-03	PROPOSED ELEVATONS FOR CAR WASH
LSCAP ①	L-01	CONCEPTUAL LANDSCAPE PLAN

MIRACLE EXPRESS CAR WASH

961 S. WILMINGTON AVE., COMPTON, CA 90220

SEPARATE PERMITS

SEPARATE PERMIT IS REQUIRED FOR THE FOLLOWING:

A. SIGNAGE
B. ELECTRICAL WORK
C. MECHANICAL WORK
D. PLUMBING WORK
E. DEMOLITION WORK
F. FENCING & BLOCKWALLS
G. GRADING

CODE COMPLIANCE DATA

Codes Adopted by City Of Compton:
2013 California Building Code, Volumes 1 and 2
2013 California Electrical Code,
2013 California Mechanical Code,
2013 California Plumbing Code,
2013 California Energy Code,
2013 LA County Fire Code,

PROJECT SUMMARY

PROJECT DATA:

OWNER:	MR. & MS. PARK 1041 N. HORSESHOE BND., WALNUT, CA 91789
PROJECT LOCATION:	800 W. ALONDRA BLVD., 961 S. WILMINGTON AVE., COMPTON ,CA 90220
EXISTING USE:	MARKET / VACANT LOT
OCCUPANCY:	B
CONSTRUCTION TYPE:	V B
PROPOSED USE:	MARKET TO REMAIN / CAR WASH
OCCUPANCY:	B
ZONING DISTRICT:	C-L

EXISTING SITE DATA:

PARCEL 1:

APN:	6141 – 013 – 001
AREA:	13,760.21 SQ.FT. (0.316 ACRES)
USE:	VACANT LOT

PARCEL 2:

APN:	6141 – 013 – 002
AREA:	16,001.41 SQ.FT. (0.367 ACRES)
USE:	VACANT LOT

PARCEL 2:

APN:	6141 – 013 – 003
AREA:	9,454.78 SQ.FT. (0.217 ACRES)
USE:	MIRACLE MARKET

PROPOSED SITE DATA:

PARCEL A:

APN:	WILL BE PROVIDED
AREA:	18,079.21 SQ.FT. (0.415 ACRES)
USE:	EXISTING MARKET TO REMAIN AND ADDING 17 NEW PARKING

PARCEL B:

APN:	WILL BE PROVIDED
AREA:	21,137.62 SQ.FT. (0.485 ACRES)
USE:	NEW EXPRESS CAR WASH

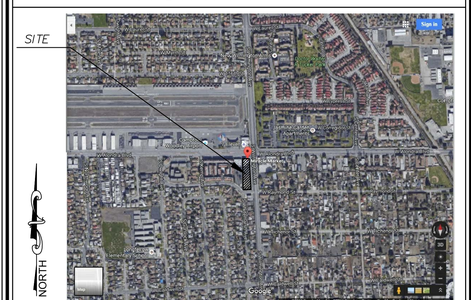
BUILDING DATA:

BUILDING FLOOR AREA:	
PROPOSED CAR WASH:	2,959.84 SQ.FT.
REQUIERD PARKING:	
STANDARD:	6 SPACES
QUENTING:	5 SPACES
PROVIDED PARKING:	
DISABLED PARKING:	1 SPACE
STANDARD :	5 SPACES
VACUUM:	8 SPACES
TOTAL PARKING PROVIDED:	14 SPACES
QUENTING:	8 SPACES

LEGAL DESCRIPTION

SEE ATTACHED TOPOGRAHIC SURVEY MAP

VICINITY MAP



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Cell: (562) 773-MINA Toll Free: (800) KARNAK 8
KARNAK.DEV@GMAIL.COM

PROJECT:

LOT LINE ADJUSTMENT AND C. U. P. FOR NEW MIRACLE WASH

800 W. ALONDRA BLVD.,
961 S. WILMINGTON AVE.,
COMPTON, CA 90220

OWNER:

PARK FAMILY

800 W. ALONDRA BLVD.,
COMPTON, CA 90220

TITLE

COVER SHEET AND PROJECT DATA

ISSUE/REVISION	DATE

DRAWN BY:	M. M.
CHECKED BY:	M. M
DATE:	09/12/2016
SCALE:	
JOB NO.	
SHEET	T-(

#5.

Oct 05, 2017 - 2:21pm

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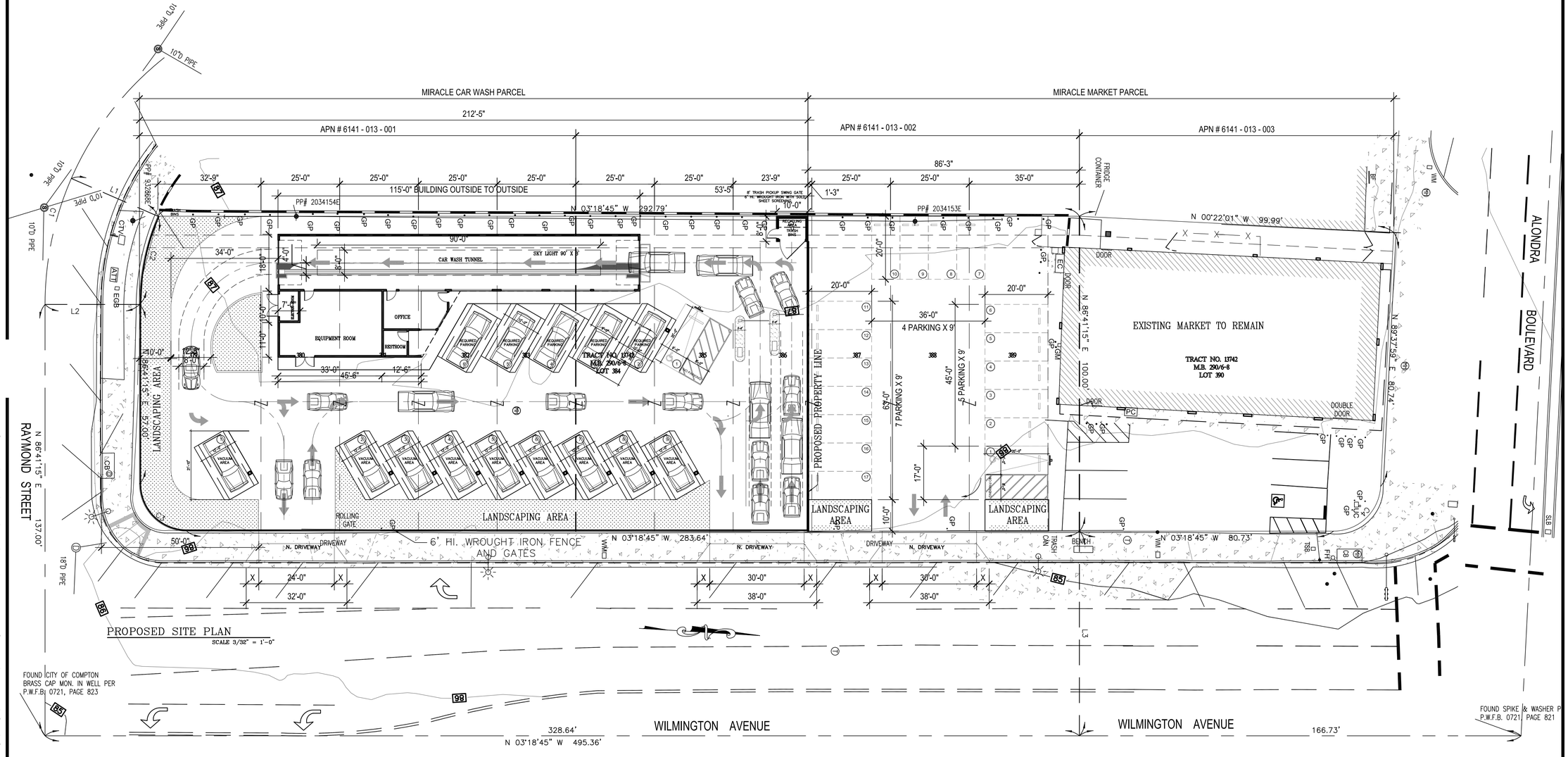

PROPOSED SITE PLAN
SCALE 3/32" = 1'-0"

Oct 05, 2017 - 2:22pm

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PROJECT:

LOT LINE ADJUSTMENT AND C. U. P. FOR NEW MIRACLE WASH

800 W. ALONDRA BLVD., 961 S. WILMINGTON AVE., COMPTON, CA 90220

OWNER:

PARK FAMILY

800 W. ALONDRA BLVD., COMPTON, CA 90220

TITLE

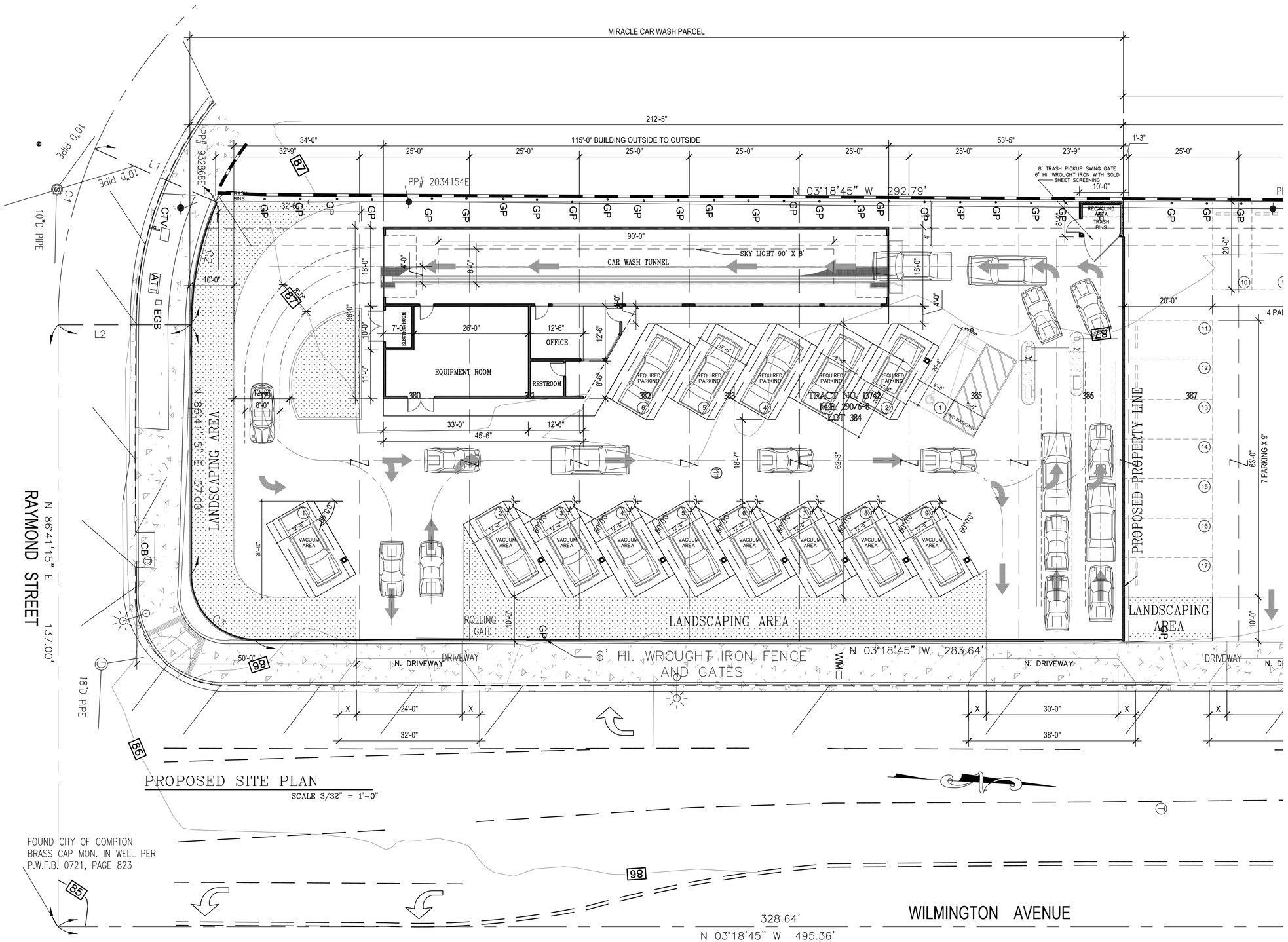
PROPOSED SITE PLAN

ISSUE/REVISION	DATE

DRAWN BY:	M.M.
CHECKED BY:	M.M
DATE:	09/12/2016
SCALE:	NOTED
JOB NO.	230275

SHEET NO.

S-01



PROPOSED SITE PLAN

SCALE 3/32" = 1'-0"

Oct 05, 2017 - 2:22pm

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PROJECT:

LOT LINE ADJUSTMENT AND C. U. P. FOR NEW MIRACLE WASH

800 W. ALONDRA BLVD., 961 S. WILMINGTON AVE., COMPTON, CA 90220

OWNER:

PARK FAMILY

800 W. ALONDRA BLVD., COMPTON, CA 90220

TITLE

PROPOSED CAR WASH

ISSUE/REVISION	DATE

DRAWN BY:	M.M.
CHECKED BY:	M.M
DATE:	09/12/2016
SCALE:	
JOB NO.	
SHEET	A-(

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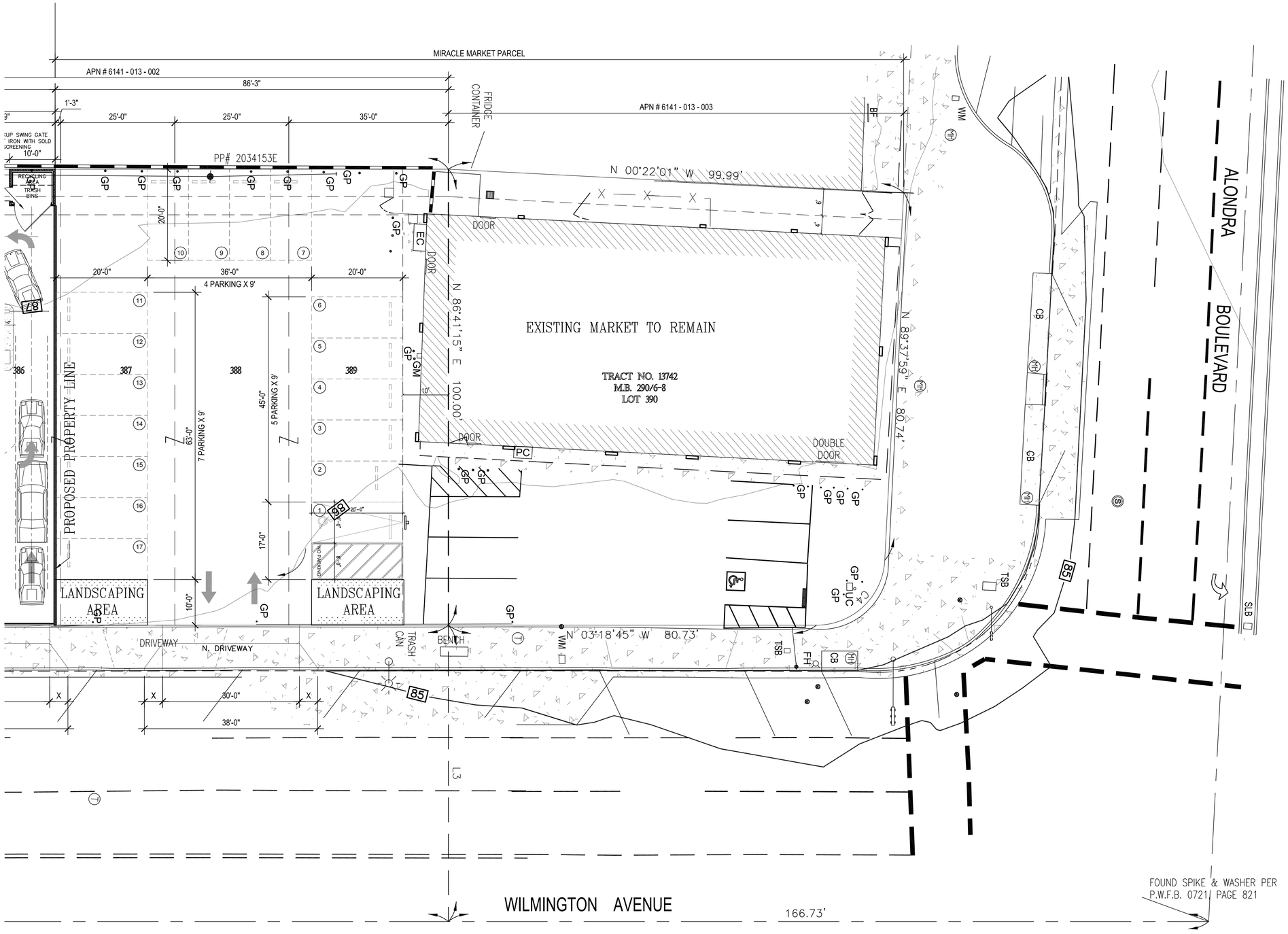

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PROJECT:

LOT LINE ADJUSTMENT AND C. U. P. FOR NEW MIRACLE WASH

800 W. ALONDRA BLVD., 961 S. WILMINGTON AVE., COMPTON, CA 90220

OWNER:

PARK FAMILY

800 W. ALONDRA BLVD., COMPTON, CA 90220

TITLE

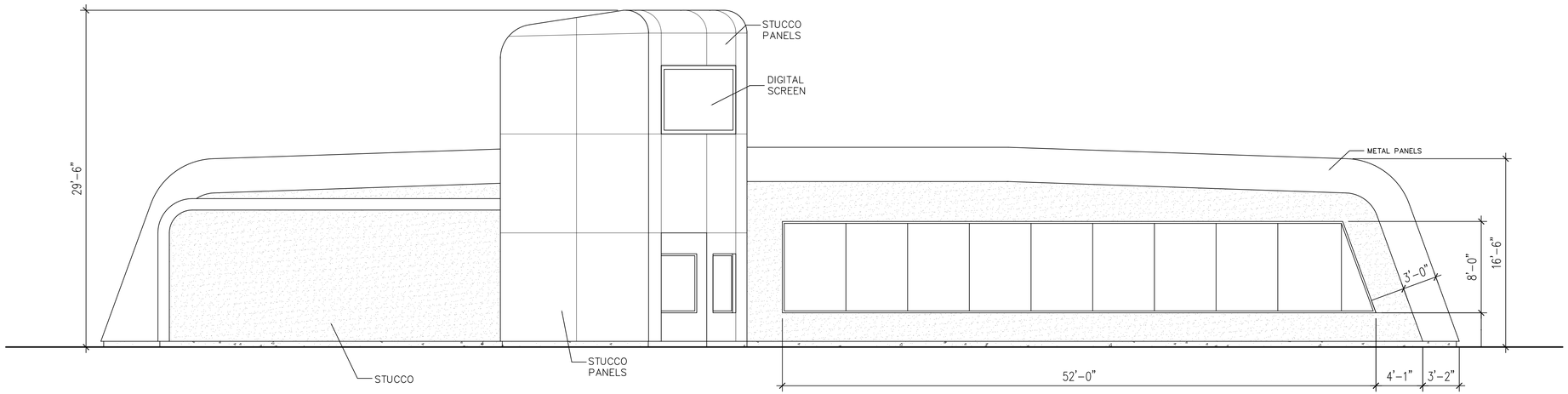
PROPOSED PARKING ADDING TO MIRACLE MARKET

ISSUE/REVISION	DATE

DRAWN BY:	M.M.
CHECKED BY:	M.M
DATE:	09/12/2016
SCALE:	NOTED
JOB NO.	230275

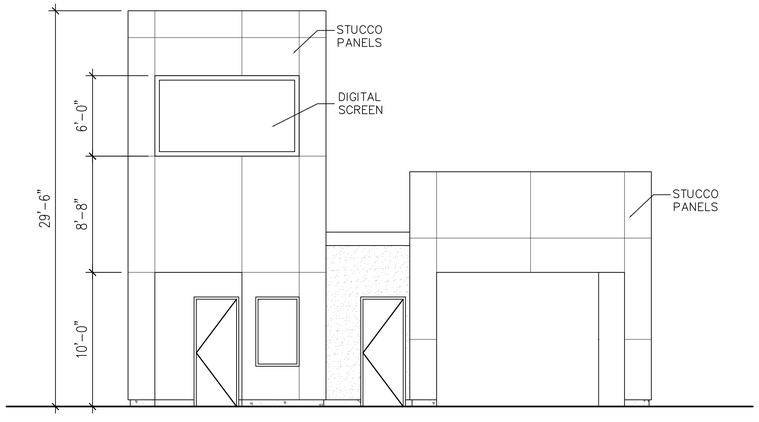
SHEET NO.

A-02



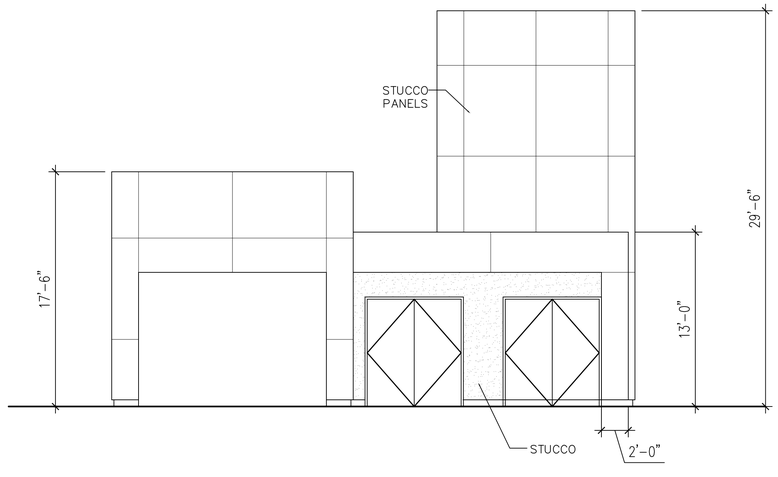
PROPOSED EAST ELEVATION

SCALE 3/16" = 1'-0"



PROPOSED NORTH ELEVATION

SCALE 3/16" = 1'-0"



PROPOSED SOUTH ELEVATION

SCALE 3/16" = 1'-0"

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PROJECT:

LOT LINE ADJUSTMENT AND C. U. P. FOR NEW MIRACLE WASH

800 W. ALONDRA BLVD., 961 S. WILMINGTON AVE., COMPTON, CA 90220

OWNER:

PARK FAMILY

800 W. ALONDRA BLVD., COMPTON, CA 90220

TITLE

CAR WASH ELEVATIONS

ISSUE/REVISION	DATE

DRAWN BY:	M.M.
CHECKED BY:	M.M
DATE:	09/12/2016
SCALE:	
JOB NO.	
SHEET	A-(

#5.

Oct 05, 2017 - 2:23pm

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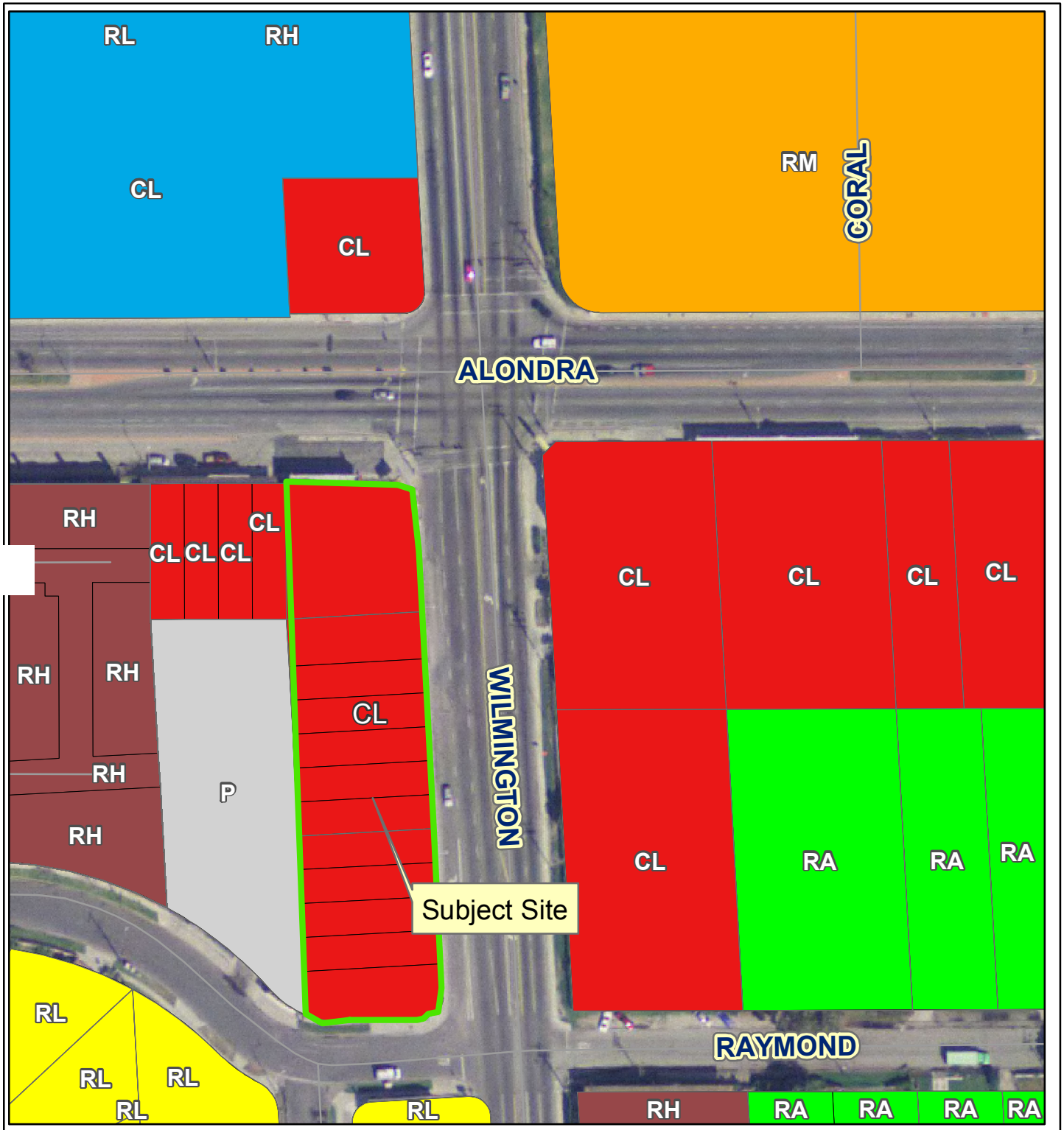

CITY OF COMPTON

ZONING MAP

General Plan Amendment No. 17-000001
Conditional Use Permit Case No. 16-000018
Mitigated Negative Declaration No. 943
961 S. Wilmington Ave.
APNs: 6141-013-001 thru 6141-013-003

Legend

- parcels
- City Limits
- RA - Residential Agriculture
- RL - Low Density Residential
- RM - Medium Density Residential
- RH - High Density Residential
- P - Parking
- PRL - Parking/Low Density Residential
- PRM - Parking/Medium Density Residential
- PRH - Parking/High Density Residential
- CL - Limited Commercial
- CM - Commercial Manufacturing
- ML - Limited Manufacturing
- MH - Heavy Manufacturing
- B - Buffer
- LAC - Los Angeles County
- UNZONED

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#5.

ITEM 4B

Community Development Department

205 S. Willowbrook Ave., Compton, CA 90220 (310) 605-5532 Fax: (310) 761-1488 www.comptoncity.org

STAFF REPORT

CASE NO.	**GENERAL PLAN AMENDMENT CASE NO. 17-000001** **CONDITIONAL USE PERMIT CASE NO. 16-000018** **MITIGATED NEGATIVE DECLARATION NO. 943**
LOCATION	**961 S. WILMINGTON AVE.** **APN: 6141-013-001** **APN: 6141-013-002**
REQUEST	**APPROVE A GENERAL PLAN AMENDMENT TO AMEND THE EXISTING GENERAL PLAN LAND USE DESIGNATION FROM MEDIUM DENSITY RESIDENTIAL (MDR) TO GENERAL COMMERCIAL (GC) AND APPROVE A CONDITIONAL USE PERMIT TO ESTABLISH A 2,959.84 SQ. FT CARWASH AND ADOPT MITIGATED NEGATIVE DECLARATION NO. 943**
HEARING DATE	**NOVEMBER 8, 2017**

Owner/Applicant:
Mr. Kevin Park
1041 N. Horseshow Bend
Walnut, CA 91789

Requested Action/Project Description

The Applicant is requesting approval of General Plan Amendment Case No. 17-000001, Conditional Use Permit (CUP) Case No. 16-000018 and Mitigated Negative Declaration No. 943, to request to construct an 2,959 square foot automatic self-service drive thru carwash on a vacant lot and to change the General Plan land use designation of the subject site from Medium Density Residential (MDR) to General Commercial to be consistent with the existing Limited Commercial (C-L) zone. A CUP is required for an automatic carwash pursuant to section 30-12 of the Compton Municipal Code (CMC).

The subject site is zoned Limited-Commercial (C-L) with corresponding General Plan land use designation of Medium Density Residential (MDR) and is a 21,137.62 square foot (0.485 acres) rectangular-shaped parcel of land located along S. Wilmington Ave. The area surrounding the subject site is developed both commercially and residentially. Properties to the west of the subject site are zoned residential and are developed with single family homes. The properties to the north and east of the subject site are zoned Limited Commercial.

Table 1.
Zoning and Land Use

SUMMARY	Project Site	North	South	East	West
General Plan	Medium Density Residential (MDR)	Limited Commercial (C-L)	Low Density Residential (LDR)	Medium Density Residential (MDR)	Medium Density Residential (MDR)
Zoning	Limited Commercial (C-L	Limited Commercial (C-L)	Low Density Residential (LDR)	Limited Commercial (C-L)	Medium Density Residential (MDR)
Existing Land Use	Vacant	Retail	Church	Commercial	Residential

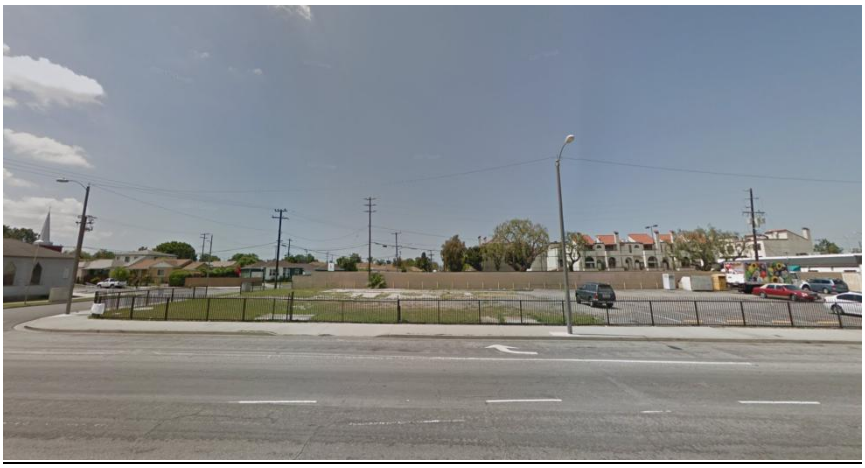
Environmental Determination:

In accordance with the California Environmental Quality Act (CEQA) (Public Resources Code, Division 13 §21000 et seq.) an Initial Study for the project was prepared that identifies and evaluates the environmental impacts of the project. The City of Compton, in its capacity as Lead Agency, has determined that the proposed project requires a Mitigated Negative Declaration as part of its environmental review. A Mitigated Negative Declaration is a determination that the proposed project will not have a significant effect on the environment, with the adoption of mitigation measures.

Background

The site is currently vacant and has been since the mid 1960's. The site is undeveloped and approximately 21,137.62 square foot, and has no buildings or structures onsite. No improvements have been made to the site for nearly sixty years. During this period the GP designation was changed from commercial to residential in 1991. The GP changed to residential while the zoning remained commercial creating an inconsistency between the GP and Zoning Code. The site is partially paved for the abutting grocery store with a parking for the abutting lot and no other improvements exist.

Image 1



View west of the proposed Express Car Wash

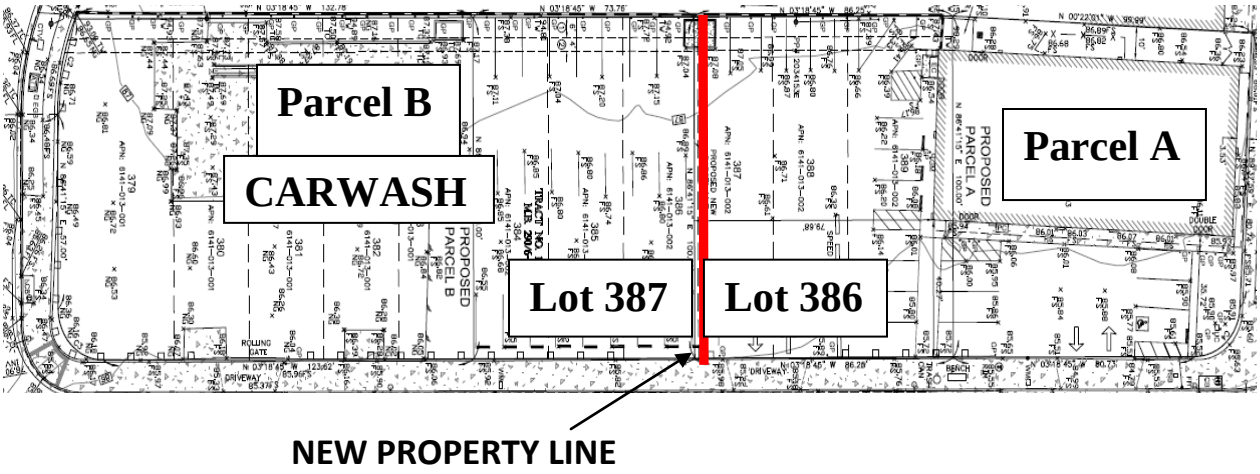
ANALYSIS

Under CMC section 30-12, all car washes require the approval of a Conditional Use Permit (CUP). The CUP process gives the city an opportunity to thoroughly evaluate each proposal and manage/control potential negative impacts to the surrounding areas by the imposition of conditions of approval. Mr. Park is proposing to construct a tunnel style car wash structure with a total floor area of 2,960 square feet and will include an office, an equipment room, a restroom, and an electric room.

The proposed project will have total of 14 parking spaces. Of the 14 parking spaces provided for the car wash, five will be standard parking stalls, one will be ADA accessible, and eight will be reserved for vacuuming. Finally, there will be space for approximately eight queuing spaces for the automated car wash. Access to the project site will be provided by two 30-foot wide driveways that will be located along the east side of the project site, along South Wilmington Avenue. The adjoining grocery market use will not be a part of the carwash. The two uses will be separated by a raised planter bed.

Lot Line Adjustment

Image 2 Parcel Map



Parcel A	18,079.78 sq. ft. (0.415)
Parcel B	21,136.62 sq. ft. (0.485)

In addition to the GPA and CUP the project will also require an administrative Lot Line Adjustment. The Lot Line Adjustment will be processed by staff after the approval of the entitlements to create a new property line between lots 386 and 387 and create the 21,137 sq.ft. proposed lot.

Parcel A will be a 0.415-acre (18,079 square feet) lot located on the northern portion of the project site that will consist of the existing Miracle Market. Parcel B will be a 0.485-acre (21,138 square feet) lot located on the southern portion of the project that will consist of an automated car wash.

Other site improvements include six foot-high wrought iron fences along the South Wilmington Avenue frontage, a rolling gate on the southernmost driveway, a trash enclosure, and eight car vacuums. The cars will enter the project site from the central driveway located along the west side of Wilmington Avenue. From there, the cars will proceed through the car wash tunnel in a southerly direction and will either exit through the southernmost driveway or continue north on the internal driveway into one of the designated vacuum stalls. The hours of operation for the car wash will be from 8:00 AM to 6:00 PM, seven days a week. A total of 10 people will be employed, with two employees working per shift. The number of employees working onsite will be minimal since the car wash will be automated. Each vehicle in the queue lane will pay prior to entering the wash with an automated teller, cars will pass under a dryer prior to exiting the tunnel.

General Plan Amendment

The general plan amendment is necessary because of the CUP request. One of the required CUP findings is that the project be substantially in conformance with the General Plan, which it is not currently; the subject site is currently zoned Limited Commercial and the existing General Plan land use designation for the entire site is Medium Density Residential (MDR). Use of the CUP for the express carwash would be contingent on approval of the general plan amendment by the City Council. Staff supports the requested general plan amendment since the City was already proposing to change the land use of the entire site to General Commercial and would make the existing Limited Commercial (C-L) zone and commercial development consistent with the General Plan. Lastly, the proposed general plan amendment would not affect the current zoning of Limited Commercial (C-L) and would be consistent with the existing commercial development to the north and south. The zoning would remain the same and therefore the proposed general plan amendment would not allow new or more intensive land uses then currently permitted by zoning.

Image 3

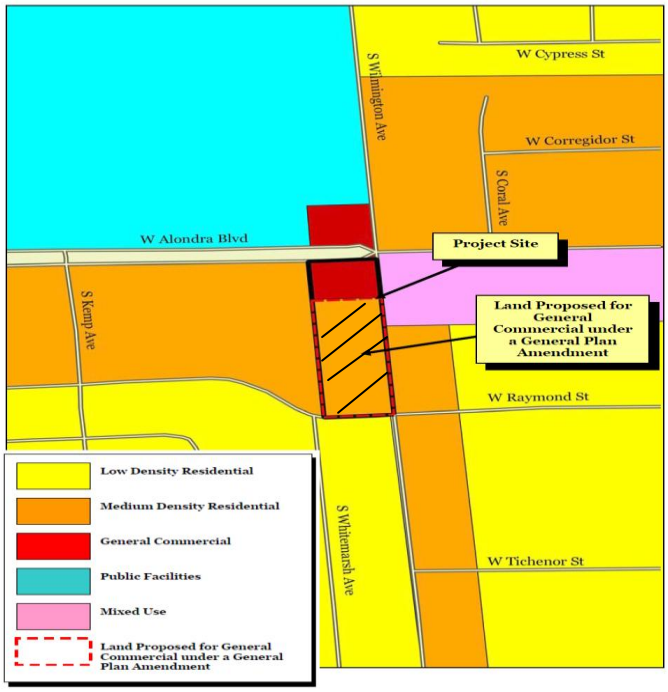


EXHIBIT 3-6
GENERAL PLAN MAP

Design Review

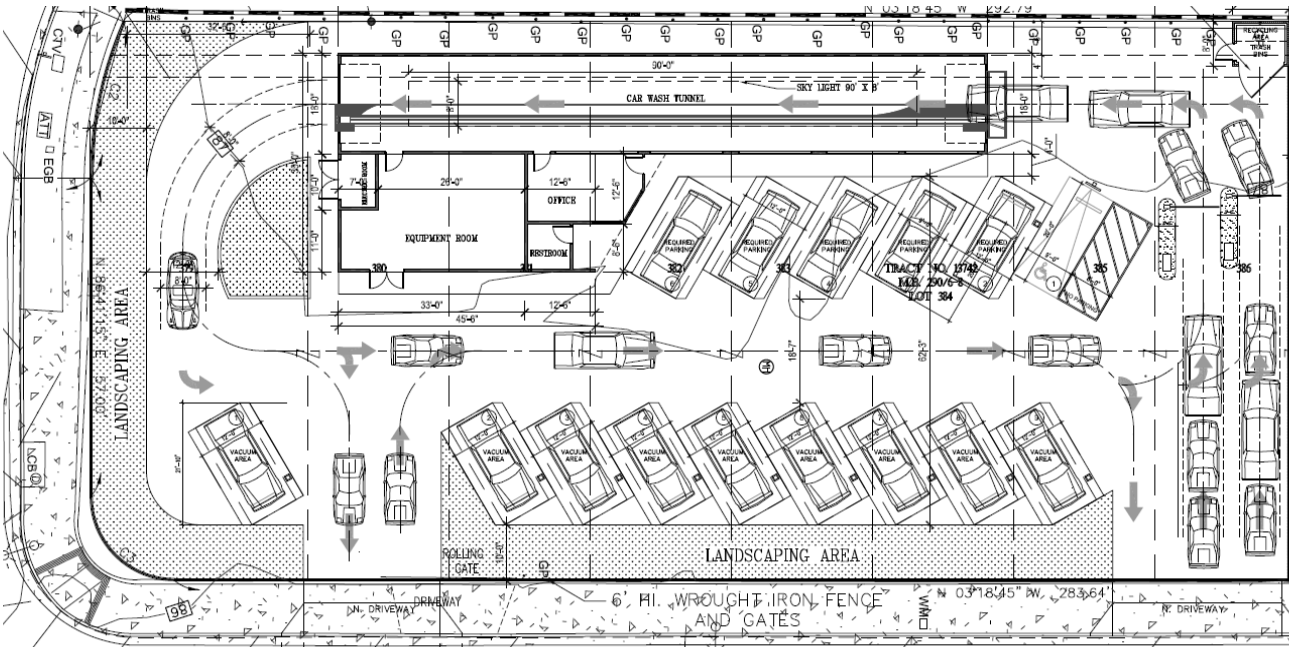
The proposed styling is a sleek modern design with 29' foot perforated silver metal panels along the exterior, silver corrugated metal siding on the exterior, and red wall panels.

Table 2

DEVELOPMENT	ZONING CODE	CARWASH	COMPLIES
Building Setback	Front= 10 feet, Side=10, Rear=10	10- Front, 10- Side, Rear -0	Yes
Landscaping	10' minimum landscaped setback, lot coverage 10%	10%	Yes
Building Height	75' Maximum	29.6'	Yes
Parking	6/ spaces per Tunnel, plus 5 spaces for queuing	14 parking spaces 8 Queuing spaces	Yes
General Plan	General Commercial	Carwash	No

Image 4 Site Overview

Image 5 Car Wash Operational Site Plan



Noise Impact

Noise can be a typical concern regarding car washes due to the machinery, dryers and vaccums. However, in this particular instance the existing vacant lot is not adjacent to any residential homes and a 6 foot high masonry block wall is on the west side of the property which acts as a natural sound attenuating barrier. The nearest residents are located directly west of the abutting a medical office, one lot west of the site.

The proposed project involves the construction and operation of an automated car wash and other related on-site improvements. Noise associated with the proposed project's operations will include equipment noise from the car wash tunnel, the blow dryers located at the end of the car wash tunnel, and the vacuum cleaners located on the eastern portion of the project site. In addition, the project site is located in an area that has a high level ambient of noise due to the project's sites proximity to a major intersection and the Compton-Woodley Airport.

According to the General Plan, commercial uses are normally unacceptable in areas where the ambient noise levels exceed 75 dBA and are conditionally acceptable in areas where the ambient noise level ranges between 67 dBA and 78 dBA. Residential uses are normally unacceptable in areas where the ambient noise levels exceed 70 dBA and are conditionally acceptable in areas where the ambient noise level ranges between 55 dBA and 70 dBA. Noise measurements were taken at a similar automated car wash facility and the average maximum noise level was approximately 80 dBA at a distance of 25 feet from the car wash tunnel blow dryers when the dryers were operations. The proposed internal car wash

dryers are located in the southern portion of the building. The entire vacuum system will be installed inside of the tunnel and enclosed within a cinder block wall to decimate external noise. Additionally, the proposed car wash will not employ any equipment that would induce ground-borne vibration. As a result, the impacts are considered to be less that significant.

The average vacuum time per vehicle will average 3-5 minutes. The nearest noise sensitive land uses include the residential units that located 170 feet to the west, southwest, and south of the project site. The church located 50 feet south of the project site will attenuate sound travelling from the project site to the surrounding residential uses, since the church building obstructs the line-of-sight between the residential uses and the project site. Furthermore, noise generated on-site will diminish as it travels to the nearest residential uses. This effect is known as spreading loss. In general, the noise adjustment that takes the spreading loss into account calls for a 6.0 dBA reduction for every doubling of the distance beginning with the initial 50-foot distance. Although on-site noise levels will be diminished due to spreading loss and partially attenuated by the church building, mitigation is required to further diminish the on-site noise levels. The required mitigation measures includes:

- The Applicant must install signs in each parking stall that expressly prohibit the generation of excessive noise, such as engine revving and loud music.

- The car wash area will be secured after hours to prevent loitering and unauthorized parking of vehicles in the parking lot.

- The vacuums do not exceed 60 dBA 50 feet away from the vacuums.

- The vacuums will not exceed the ambient noise (traffic) adjacent to the site.

Sound Examples:
Very Loud 150 dB = rock music peak
140 dB = firearms, air raid siren, jet engine
130 dB = jackhammer
120 dB = jet plane take-off, amplified rock music at 4-6 ft., car stereo, band practice Louder
110 dB = rock music, model airplane
106 dB = timpani and bass drum rolls
100 dB = snowmobile, chain saw, pneumatic drill
90 dB = lawnmower, shop tools, truck traffic, subway Loud
80 dB = alarm clock, busy street
70 dB = busy traffic
60 dB = conversation, dishwasher Moderate
50 dB = moderate rainfall
40 dB = quiet room Faint
30 dB = whisper, quiet library
Source: Tommy Car Wash Systems

Image 6 Car Wash Vacuums (Example)

NOTICING

This case was properly noticed in accordance with California Government Code 65353 and 65090, Public Resources Code, Division 13 §21000 et seq. and Compton Municipal Code Section 30-26 and 30-28 of Compton Municipal Code. The environmental document was both posted in the LA County Clerk office in Norwalk and circulated for a 20 day public review period. Additionally, a notice of public hearing was published in the Compton Bulletin on September 27th and October 4th. Lastly, public hearing notices were sent to both owners and occupants within a 500 foot radius on September 28, 2017. As of October 5, 2017, no correspondence either for or against the project have been received, with the exception of the aforementioned petition.

RECOMMENDATION

Therefore, staff recommends that the Planning Commission adopt Mitigated Negative Declaration No. 943, recommend to the City Council approval of General Plan Amendment Case No. 17-000001 and approve Conditional Use Permit Case No. 16-000018, subject to the findings and conditions of approval contained herein.

FINDINGS FOR ADOPTION OF MITIGATED NEGATIVE DECLARATION NO. 943

1. That in accordance with the California Environmental Quality Act (CEQA) (Public Resources Code, Division 13 §21000 et seq.) an Initial Study for the project was prepared that identifies and evaluates the environmental impacts of the project.

2. That the City of Compton, in its capacity as Lead Agency, has determined that the proposed project requires a Mitigated Negative Declaration as part of its environmental review.

3. That the notice of intent along with the Initial Study/Negative Declaration No. 943 was both posted with the Los Angeles County Clerk's office in Norwalk, and circulated for a 20 day public review period and mailed to abutting property owners.

4. That all environmental documents have been processed in accordance with the California Environmental Quality Act (CEQA) guidelines.

FINDINGS FOR APPROVAL OF GENERAL PLAN AMENDMENT CASE NO. 17-000001:

1. That the proposed General Plan land use designation, change to General Commercial (GC) is substantially in conformance with existing zoning classification of Limited Commercial (C-L) and the proposed commercial development on the subject site.

2. That the site is more suitable for General Commercial (GC) uses than the existing Medium Density Residential (MDR) land use designation since the site is already zoned Limited Commercial (C-L), located off a major arterial street and has been developed commercially since the early 1950's.

3. That the proposed General Plan land use designation change to General Commercial (GC) will not be detrimental to the surrounding area in that the site is already zoned Limited-Commercial and previously developed commercially. Additionally, the general plan amendment will not result in any new or more intensive commercial land uses then those already by the Limited Commercial Zone permitted.

FINDINGS FOR APPROVAL OF CONDITIONAL USE PERMIT CASE NO. 16-000018

1. That the proposed express carwash shall be compliant with all applicable provisions of the Zoning Ordinance with the implementation of the conditions of approval.

2. That the proposed express carwash shall not be detrimental to the public welfare or the surrounding area with the implementation of all the conditions of approval.

3. That the proposed express carwash shall be substantially in conformance with the goals and

objectives of the General Plan and compatible with the existing patterns and development in the surrounding area with the implementation of the conditions of approval.

CONDITIONS OF APPROVAL:

1. That Conditional Use Permit Case No. 16-000018 shall be contingent upon adoption of Mitigated Negative Declaration No. 943 and approval and adoption of General Plan Amendment Case No. 17-000001

2. That approval of this conditional use permit allows the operation of a 2,960 square foot express carwash.

3. That the applicant shall install and maintain in good working order a 24-hour surveillance camera system which records activity on the premises.

4. That the applicant install a decorative 6 foot sound wall along Raymond Street frontage.

5. That no external loudspeaker or sound equipment shall be used which can be heard from the exterior of the building.

6. That the applicant shall be responsible for preventing noises associated with the facility from disturbing neighbors.

7. That all conditions of this approval shall be recorded so that future owners/operators will be informed of rights and restrictions placed on the property while this CUP approval is in force.

8. That any required site improvements, if any, including but not limited to the following:
building paint permit, lighting, landscaping and signage shall be subject to design review and approval by the Community Development Department.

9. That a copy of these conditions of approval shall be attached to the plan-check set of plans submitted to the Building Divisions for plan check as a detail sheet.

10. That all uses, storage of materials and displays shall be conducted entirely within the building.

11. That is CUP approval is the final site plan along with the landscaping which may be submitted via the Architectural Review Board.

12. That the applicant or property owner shall be responsible for maintenance of the property in accordance with all applicable local ordinances.

13. That all emergency and fire access points and lanes shall be maintained free of obstructions at all times.

14. Prior to the issuance of the Certificate of Occupancy, the applicant shall implement all Fire Department requirements, which may include, but are not limited to, emergency access, parking prohibitions, sprinklers, onsite fire hydrants, fire escapes, fire alarms etc.

15. That lighting shall be provided to all on-site parking and pedestrian areas at a 1-foot candle minimum subject to Community Development Department review and approval.

16. That security lighting, parking area lighting and signage must be properly shielded to prevent spill over light and glare. A photometric lighting plan shall be submitted to the Building and Safety Department for plan–check and permit issuance.

17. That all security alarms must employ "silent" alarm devices.

18. That the applicant, property manager, or other responsible party shall be required to implement graffiti removal, within 24 hours of occurrence or City notification.

19. That the interior and exterior of the property shall be maintained free of trash and debris, and that suitable trash bins shall be maintained on site throughout the construction period.

20. That the use and property shall be substantially in accordance with the staff report and plot plan on file for Conditional Use Permit Case No., unless otherwise modified by the Community Development Department.

21. That construction, use and property development shall comply with all requirements of the Public Works, Fire, and Building and Community Development Departments, Compton Municipal Codes and all applicable County, State and Federal agencies.

22. That failure, at any time, to exercise the approved use (express carwash) for 12 consecutive months subsequent to the date of approval for that use shall render this resolution automatically null and void without benefit of a public hearing.

23. That this permit shall be subject to suspension or revocation at any time if it is determined that the terms of the permit and any conditions contained therein, or any rules or regulation adopted by the state or federal government concerning the use of such are being violated.

Exhibits

1) Aerial Map
2) General Plan Map
3) Zoning Map
4) Site Photos
5) Project Plans
6) Car Wash Noise Documentation
7) Initial Study/Negative Declaration No.

TRAFFIC LETTER REPORT

AUTOMATED CAR WASH DEVELOPMENT

961 SOUTH WILMINGTON AVENUE

COMPTON, CALIFORNIA

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Prepared for

MR. KEVIN PARK

1041 Horseshoe Bend
Walnut, CA 91789
Tel: 909-855-8982

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Prepared by

Crown City Engineers, Inc.

1475 Glen Oaks Boulevard
Pasadena, CA 91105
Tel: 818-730-1970

Under the Supervision of:
Patrick B. Lang, P.E
Registered Traffic Engineer

October 9, 2017

CCE2017-14 PBL/MYR

CERTIFICATION

TRAFFIC LETTER REPORT

AUTOMATED CAR WASH DEVELOPMENT

961 SOUTH WILMINGTON AVENUE

COMPTON, CALIFORNIA

This is to certify that the above titled traffic study has been prepared under the supervision of Patrick B. Lang, P.E, a Professional Traffic Engineer, registered in the State of California.

_____	10-9-2017	_____
Patrick B. Lang, P.E,	Date	Professional Engineer's Stamp
Registration #: TR-875		

TRAFFIC LETTER REPORT

AUTOMATED CAR WASH DEVELOPMENT

961 SOUTH WILMINGTON AVENUE

COMPTON, CALIFORNIA

INTRODUCTION

The purpose of this traffic letter report is to analyze and evaluate the impacts on traffic circulation system by the traffic to be generated from the proposed automated car wash development in the City of Compton, California. The proposed project will be located at 961 South Wilmington Avenue at the south corner of Alondra Boulevard and Wilmington Avenue.

Figure 1 shows a vicinity map of the surrounding circulation system. **Figure 2** shows an aerial view of existing conditions on the site.

The report provides data regarding existing site conditions, operational characteristics of traffic in the general vicinity of the project, as well as an analysis of the proposed project's trip generation during the weekday and Saturday peak hours. The report identifies key traffic issues associated with the project and quantifies the potential traffic and parking impacts in the surrounding areas.

The study has been prepared per City of Compton's latest Traffic Impact Study Guidelines.

PROJECT DESCRIPTION

The proposed car wash project consists of constructing a new 2,960-square foot automated car wash facility on a 0,485-acre site that will include a car wash tunnel, office, equipment room, restroom and electrical room.

Figure 3 shows a site plan for the project.

The project site is currently vacant of structures.

Figure 1: Vicinity Map

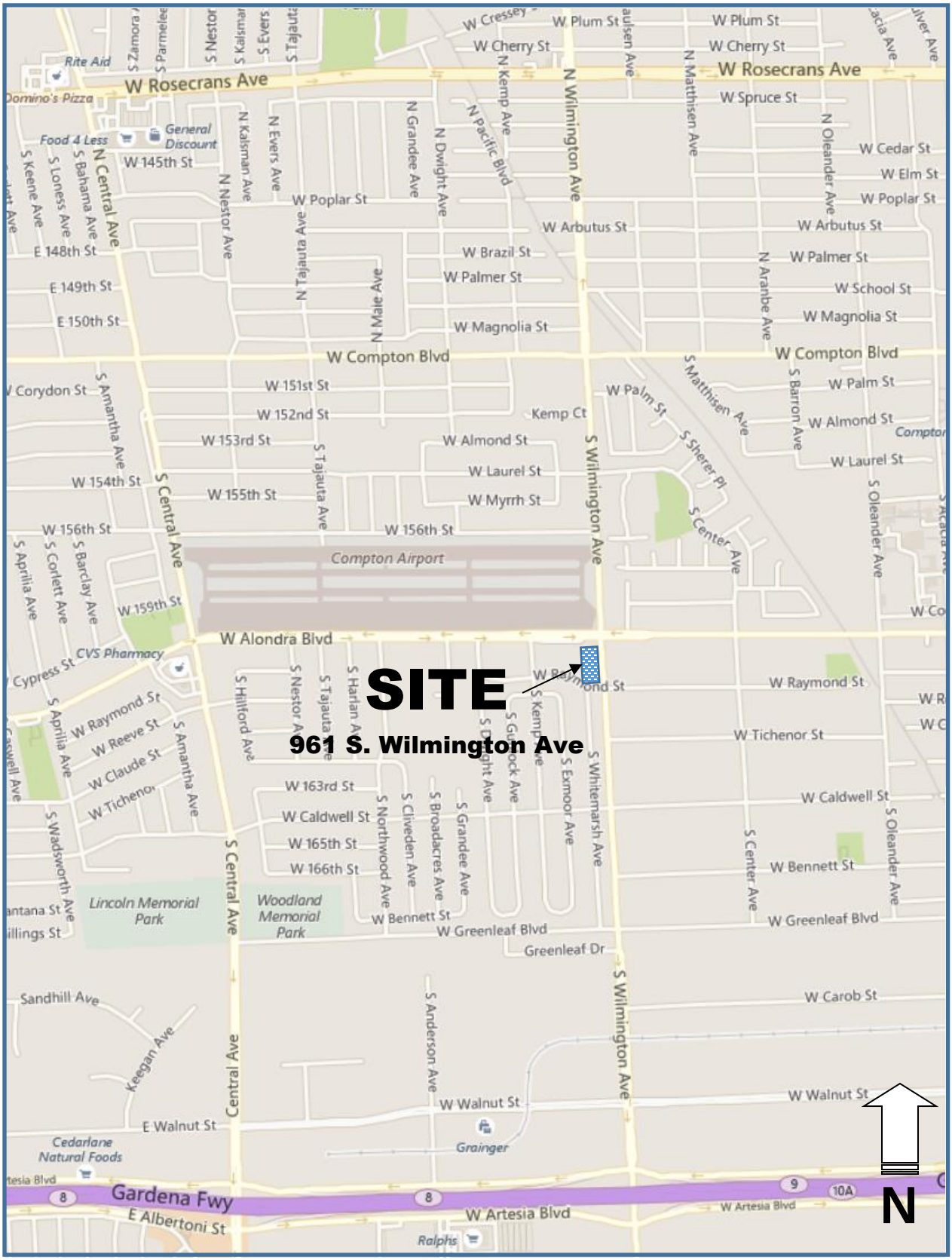
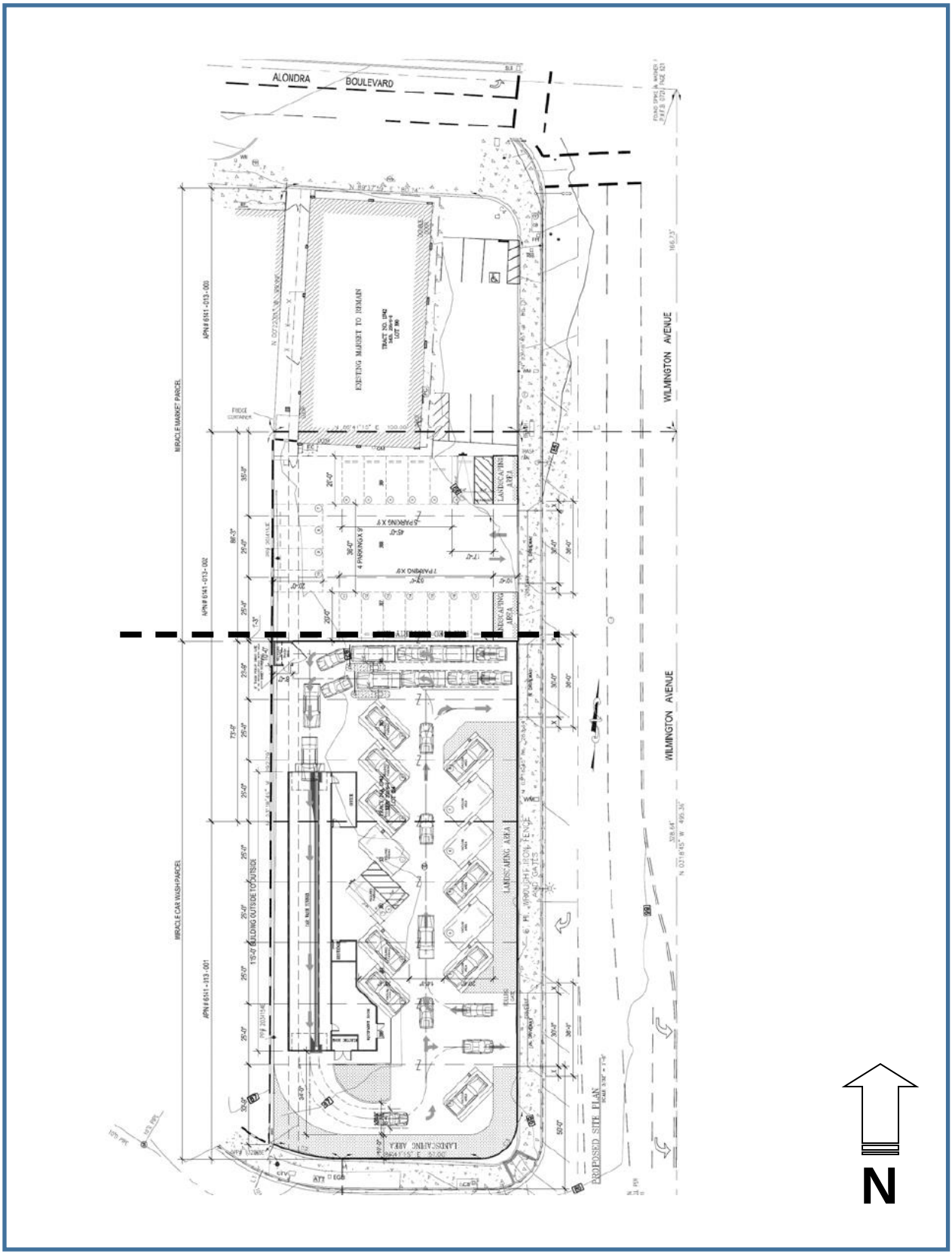


Figure 2: Existing Conditions of the Site

Figure 3: Site Plan of the Project



Vehicular access to the project site will be provided by two 30-foot wide full-access driveway on Wilmington Avenue.

Parking for the project will be provided on-site for a total of 14 vehicles (including 1 ADA-compatible space) in two rows at 45- degree angle. The parking lot aisle will be standard 14' wide.

EXISTING CIRCULATION NETWORK

In order to assess future operating conditions both with and without the proposed project, existing traffic conditions within the study area were evaluated.

Major east-west regional access to the site is provided by Alondra Boulevard. Major north-south regional access is provided by Wilmington Avenue. Project related traffic will access the site through either of the two full-access driveways from Wilmington Avenue

Alondra Boulevard is a major east-west arterial street. The roadway is 80 feet wide from curb-to-curb and striped for three lanes in each direction plus a left-turn-lane at the intersections. The directional travel is separated by a raised median along the center. The street is posted with a speed limit of 40 miles per hour.

City records show that Alondra Boulevard carried 14,524 vehicles per day in 2010.

Wilmington Avenue is a major north-south arterial street. The roadway is 72 feet wide from curb-to-curb and striped for two lanes in each direction plus a left-turn-lane at the intersections. The directional travel is separated by double-yellow stripes along the center. At the frontage of the project site, Wilmington Avenue is striped for a right-turn only lane for the intersection at Raymond Avenue on the south. The street is posted with a speed limit of 35 miles per hour south of Alondra Boulevard and 40 miles per hour north of Alondra Boulevard.

City records show that Wilmington Avenue carried 20,260 vehicles per day in 2010.

PROJECT TRIP GENERATION

In order to accurately assess future traffic conditions with the proposed project, trip generation estimates were developed for the project. Trip generation rates for most of the land uses are based on the nationally recognized recommendations contained in "Trip Generation" manual, 9th edition, published by the Institute of Transportation Engineers (ITE). Using the rates provided for automated car wash (ITE land use code 948), the project is estimated to generate approximately 42 trips during the PM peak hour (21 inbound and 21 outbound). ITE manual does not provide a rate for daily or AM peak hour trips for this land use. However, regional guidelines, i.e., San Diego Trip Generators' Manual rates provide an estimate of 292 trips per day, 12 trips during the AM peak hour

6 inbound and 6 outbound) and 26 trips during the PM peak hour (13 inbound and 13 outbound). Per Los Angeles Department of Transportation (LADOT) guidelines, 20% of these trips are pass-by, i.e., are already traveling through the adjacent streets. Assuming that 20% of trips will be made by pass-by traffic, the net new trips generated by the project will be 234 trips per week day, 10 trips during the weekday AM peak hour (5 inbound and 5 outbound), 20 trips during the weekday PM peak hour (10 inbound and 10 outbound). Saturday peak hour trips are estimated to be 42 trips per hour (21 inbound and 21 outbound) per ITE rates of which 20% will be pass-by trips resulting in net new Saturday trips to be 34 trips per hour (17 inbound and 17 outbound). **Table 1** shows the project's trip generation estimates.

It can be assumed that approximately 50% of project traffic will be traveling from the east and west via Alondra Boulevard and 50% of project traffic will be traveling from the north and south via Wilmington Avenue. At the intersection of Alondra Boulevard Raymond Avenue and Wilmington Avenue, 25% will travel to and from the east, and 25% will travel to and from the west, 25% will travel to and from the north. At the intersection of Raymond Avenue and Wilmington Avenue, 25% will travel to and from the south. Approximately 75% of project traffic will access the northern driveway on Wilmington Avenue and 25% will access the southern driveway on Wilmington Avenue.

Accordingly, during the AM peak hour, 3 trips will be made by right turn and 2 trips will be made by left turn from Wilmington Avenue into the northern Project Driveway and 1 trip will be made by right turn from Wilmington Avenue into the southern Project Driveway. Similarly, during the same hour, 4 trips will be made by left turn from the northern driveway onto Wilmington Avenue to travel northbound and 2 trips will be made by right turn from southern driveway onto Wilmington Avenue to travel southbound.

During the PM peak hour, 7 trips will be made by right turn and 4 trips will be made by left turn from Wilmington Avenue into the northern Project Driveway and 2 trips will be made by right turn from Wilmington Avenue into the southern Project Driveway. Similarly, during the same hour, 9 trips will be made by left turn from the northern driveway onto Wilmington Drive to travel northbound and 4 trips will be made by right turn from southern driveway onto Wilmington Avenue to travel southbound.

The two project driveways will easily accommodate these low number of trips.

There are two existing facilities (a 3,250-square foot church across the street (Raymond Street) on the south and an 8,000-square foot Medical Office building kin the vicinity of the project. Trip generation estimates for these two facilities are also calculated using the "Trip Generation" manual, 9th edition, published by the Institute of Transportation Engineers (ITE). **Table 2** shows trip generation estimates for these two facilities.

As shown, the medical office building generates approximately 20 trips during the weekday AM peak hour (16 inbound and 4 outbound), 30 trips during the weekday PM peak hour (8 inbound and 22 outbound).

TABLE 1

TRIP GENERATION BY AUTOMATED CAR WASH PROJECT

ITE Code	Size & Unit	Trip Generation Rate							Average Traffic Volume						
		Daily Total	AM Peak Hour			PM Peak Hour			Daily Total	AM Peak Hour			PM Peak Hour		
			Total	%IN	%OUT	Total	%IN	%OUT		IN	OUT	Total	IN	OUT	Total
TOTAL WEEKDAY TRIP GENERATION BY PROJECT															
948	0.485 Acre	600	24	50%	50%	54	50%	50%	292	6	6	12	13	13	26
LESS PASS-BY (20% OF ALL TRIPS)															
Pass-by Trips (20%)									58	1	1	2	3	3	6
NET NEW WEEKDAY TRIPS GENERATION															
Net New Weekday Trips by the Project									**234**	**5**	**5**	**10**	**10**	**10**	**20**
TOTAL SATURDAY PEAK HOUR TRIP GENERATION BY PROJECT															
948	2.960 KSF	-	-	-	-	14.12	50%	50%	-	-	-	-	21	21	42
LESS PASS-BY (20% OF ALL TRIPS)															
Pass-by Trips (20%)													4	4	8
NET NEW SATURDAY PEAK HOUR TRIPS GENERATION															
Net New Saturday Peak Hour Trips by the Project													**17**	**17**	**34**

Note: All weekday trip rates are average rates per San Diego Traffic Generators' Manual, 1998.

Saturday peak hour trip rates are from Institute of Transportation Engineers (ITE)'s "Trip Generation", 9th Edition, 2010

Pass-by Trip Percentages are from Los Angeles Department of Transportation (LADOT) Guidelines, 2014

#5.

TABLE 2

TRIP GENERATION BY OTHER PROJECTS

ITE Code	Size & Unit	Trip Generation Rate							Average Traffic Volume						
		Daily Total	AM Peak Hour			PM Peak Hour			Daily Total	AM Peak Hour			PM Peak Hour		
			Total	%IN	%OUT	Total	%IN	%OUT		IN	OUT	Total	IN	OUT	Total
TOTAL WEEKDAY TRIP GENERATION BY A MEDICAL OFFICE BUILDING															
720	8.000 KSF	36.13	2.48	79%	21%	3.72	27%	73%	290	16	4	20	8	22	30
TOTAL WEEKDAY TRIP GENERATION BY A CHURCH															
560	3.250 KSF	9.11	0.72	54%	46%	0.66	52%	48%	30	1	1	2	1	1	2
TOTAL SATURDAY TRIP GENERATION BY A CHURCH															
560	3.250 KSF	10.37	3.54	71%	29%	-	-	-	34	8	3	11	-	-	-
TOTAL SUNDAY TRIP GENERATION BY A CHURCH															
560	3.250 KSF	36.63	11.76	50%	50%	-	-	-	120	19	19	38	-	-	-
TOTAL WEEKDAY TRIP GENERATION BY A RETAIL USE															
814	2.960 KSF	44.34	6.84	48%	52%	2.71	44%	56%	132	10	11	21	4	5	9

Note: All weekday trip rates are average rates per Institute of Transportation Engineers (ITE)'s "Trip Generation", 9th Edition, 2010

The church generates approximately 2 trips during the weekday AM peak hour (1 inbound and 1 outbound), 2 trips during the weekday PM peak hour (1 inbound and 1 outbound). On Saturday, the church generates approximately 12 trips during the peak hour (8 inbound and 4 outbound). However, on Sunday, church generates approximately 38 trips during the peak hour (19 inbound and 19 outbound).

These facilities typically generate more or less similar number of trips as the proposed automated car wash project.

For comparison purposes, a retail use may be considered for the site as an alternative to the automated car wash project. Trip generation estimates for a retail facility is also calculated using the "Trip Generation" manual, 9th edition, published by the Institute of Transportation Engineers (ITE). **Table 2** also shows trip generation estimates for a retail facility.

As shown, a retail facility of the same size (i.e., 2,960 square feet) will generate approximately 21 trips during the weekday AM peak hour (10 inbound and 11 outbound), 9 trips during the weekday PM peak hour (4 inbound and 4 outbound).

A retail use will generate more AM peak hour trips than the proposed car wash project (21 trips by a retail use while 12 trips by the project), while less PM peak hour trips than the proposed car wash project (9 trips by a retail use while 26 trips by the project),

PROJECT PARKING

Parking for the project will be provided on-site for a total of 14 vehicles (including 1 ADA-compatible space) in two rows at 45- degree angle. The parking lot aisle will be standard 14' wide. In addition, at the northern project driveway, a maximum of 9 vehicles will have spaces in two rows waiting to enter the car wash tunnel. Therefore, a total of 23 vehicles can be accommodated on site waiting for service. During the weekday peak hours, a maximum of 13 vehicles are expected to arrive at the facility as shown in the trip generation estimate for the project. During the Saturday peak hours, a maximum of 21 vehicles are expected to arrive at the facility. These vehicles can be easily accommodated in the 23 spaces available at the facility. Therefore, the project will not have a parking impact and no vehicles are expected to park in the neighborhood on-street parking spaces.

CONCLUSION

Based on the above analysis, it can be concluded that the proposed development and operation of automated car wash at 961 South Wilmington Avenue will not have any significant traffic impact on the traffic circulation and parking conditions in the surrounding circulation system.

Should you have any questions or comments on the findings of this traffic letter report, you may contact Patrick Lang, P.E at 818-730-1970.

SOUND LEVEL METER READINGS

MODEL: FT-DD-T450HP4 (50HP VACSTAR TURBINE VACUUM PRODUCER w/EXHAUST SILENCER)

READING ONE: 68 DB-A, 10 FEET FROM TURBINE @ 45° ANGLE
AND NO BACKGROUND NOISE OR OUTSIDE INTERFERENCE.

READING TWO: 53 DB-A, 20 FEET FROM TURBINE @ 45° ANGLE
AND NO BACKGROUND NOISE OR OUTSIDE INTERFERENCE.

READING THREE: 36 DB-A, 30 FEET FROM TURBINE @ 45° ANGLE
AND NO BACKGROUND NOISE OR OUTSIDE INTERFERENCE.

SOUND LEVEL METER USED:

SIMPSON MODEL #40003 – MSHA APPROVED.
MEETS OSHA & WALSH-HEALY REQUIREMENTS FOR NOISE CONTROL.
CONFORMS TO ANSI S1.4-1983, IEC 651 SPECS FOR METER TYPE.

NOTE: THESE READINGS WERE TAKEN OUTSIDE OF 8'x10'x8' CINDER BLOCK ENCLOSURE WITH CONCRETE SLAB AND WOOD JOIST ROOF.

Vacutech
1350 Hi-Tech Drive, Sheridan WY, 82801
PHONE: (800) 917-9444 FAX: (303) 675-1988
EMAIL: info@vacutechllc
WEB SITE: vacutechllc.com

SOUND LEVEL METER READINGS

MODEL: FT-DD-T330HP4 (30hp VACSTAR TURBINE VACUUM PRODUCER WITH EXHAUST SILENCER)

READING ONE: 39 DB-A, 3 FEET FROM TURBINE @ 45° ANGLE
AND NO BACKGROUND NOISE OR OUTSIDE INTERFERENCE.

READING TWO: 35 DB-A, 10 FEET FROM TURBINE @ 45° ANGLE
AND NO BACKGROUND NOISE OR OUTSIDE INTERFERENCE.

READING THREE: 23 DB-A, 20 FEET FROM TURBINE @ 45° ANGLE
AND NO BACKGROUND NOISE OR OUTSIDE INTERFERENCE.

READING FOUR: 12 DB-A, 30 FEET FROM TURBINE @ 45° ANGLE
AND NO BACKGROUND NOISE OR OUTSIDE INTERFERENCE.

NOTE: THESE READINGS WERE TAKEN OUTSIDE OF 8'x10'x8' CINDER BLOCK ENCLOSURE WITH CONCRETE SLAB AND WOOD JOIST ROOF.

SOUND LEVEL METER USED:

SIMPSON MODEL #40003 – MSHA APPROVED.
MEETS OSHA & WALSH-HEALY REQUIREMENTS FOR NOISE CONTROL.
CONFORMS TO ANSI S1.4-1983, IEC 651 SPECS FOR METER TYPE.

Vacutech
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#5.

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INITIAL STUDY
AND
MITIGATED NEGATIVE DECLARATION

MIRACLE EXPRESS CAR WASH
961 SOUTH WILMINGTON AVENUE
AND 800 WEST ALONDRA BOULEVARD
COMPTON, CALIFORNIA 90220

LEAD AGENCY:

CITY OF COMPTON
COMMUNITY DEVELOPMENT DEPARTMENT
205 SOUTH WILLOWBROOK AVENUE
COMPTON, CALIFORNIA 90220

REPORT PREPARED BY:

BLODGETT BAYLOSIS ENVIRONMENTAL PLANNING
16388 E. COLIMA ROAD, SUITE 206J
HACIENDA HEIGHTS, CALIFORNIA 91745

JANUARY 20, 2017

COMP 085

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MITIGATED NEGATIVE DECLARATION

PROJECT NAME: Miracle Express Car Wash.

APPLICANT: Mr. and Mrs. Park. 1041 North Horseshoe Bend, Walnut, California 91789.

ADDRESS: 961 South Wilmington Avenue and 800 West Alondra Boulevard, Compton, California 90220.

CITY/COUNTY: Compton, Los Angeles County.

DESCRIPTION: The City of Compton, in its capacity as the Lead Agency, is considering an application to construct an automated car wash structure and make related improvements within two parcels (herein referred to as *Parcel A* and *Parcel B*) on the southwest corner of South Wilmington Avenue and West Alondra Boulevard. Parcel A will be a 0.415-acre (18,079 square-feet) lot that will consist of the existing Miracle Market. Parcel B will be a 0.485-acre (21,138 square-feet) lot that will consist of an automated car wash. The legal addresses of Parcel A and Parcel B will be 800 West Alondra Boulevard and 961 South Wilmington Avenue, respectively. The new automated car wash will have a total floor area of 2,960 square feet and will include a car wash tunnel, office, equipment room, restroom, and electric room.

Parking for the proposed project will be provided on surface parking areas and will include 17 parking stalls for Parcel A and 14 parking stalls for Parcel B. Access to the project site will be provided by three, 30-foot-wide driveways that will be located along the east side of the project site, along South Wilmington Avenue. Lastly, 3,921 square feet will be provided for landscaping.

FINDINGS: The environmental analysis provided in this Initial Study indicates that the proposed project would not result in any unmitigable significant adverse impacts. For this reason, the City of Compton has determined that a *Mitigated Negative Declaration* is the appropriate CEQA document for the proposed project. The following findings may be made based on the analysis contained in the attached Initial Study:

- The proposed project *will not* have the potential to degrade the quality of the environment.
- The proposed project *will not* have the potential to achieve short-term goals to the disadvantage of long-term environmental goals.
- The proposed project *will not* have impacts that are individually limited, but cumulatively considerable, when considering planned or proposed development in the immediate vicinity.
- The proposed project *will not* have environmental effects that will adversely affect humans, either directly or indirectly.

City of Compton

Date

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SECTION 1 - INTRODUCTION

1.1 INITIAL STUDY'S SCOPE AND PURPOSE

The City of Compton, in its capacity as the Lead Agency, is considering an application to construct an automated car wash structure and make related improvements within two parcels (herein referred to as *Parcel A* and *Parcel B*) on the southwest corner of South Wilmington Avenue and Alondra Boulevard. Parcel A will be a 0.415-acre (18,079 square feet) lot that will consist of the existing Miracle Market. Parcel B will be a 0.485-acre (21,138 square feet) lot that will consist of an automated car wash. The legal addresses of Parcel A and Parcel B will be 800 West Alondra Boulevard and 961 South Wilmington Avenue, respectively. The new automated car wash will have a total floor area of 2,960 square feet and will include a car wash tunnel, office, equipment room, restroom, and electric room.

Parking for the proposed project will be provided on surface parking areas and will include 17 parking stalls for Parcel A and 14 parking stalls for Parcel B. Access to the project site will be provided by three, 30-foot driveways that will be located along the east side of the project site, along South Wilmington Avenue. Lastly, 3,921 square feet will be provided for landscaping.

The purpose of this environmental review is to ascertain the environmental impacts associated with the facility's operation. As part of this environmental review process, the City will determine the nature and extent of any mitigation that will be required to reduce or eliminate potential environmental impacts. As part of the project's environmental review, the City of Compton authorized the preparation of an Initial Study.[1] The Initial Study would provide an evaluation of the impacts of the project and determines the nature and scope of the subsequent environmental analysis, mitigation, and review that may be required. The CEQA Guidelines state that the purposes of an Initial Study include the following:

- To provide the Lead Agency with information to use as the basis for deciding whether to prepare an environmental impact report (EIR), a mitigated negative declaration (MND), or a negative declaration (ND) for the proposed project;

- To facilitate a project's environmental assessment early in the design and development of the project; and,

- To eliminate unnecessary EIRs.

Although the Initial Study was prepared with consultant support, the analysis, conclusions, and findings made as part of its preparation fully represent the independent judgment and position of the City of Compton, acting as the Lead Agency. The project Applicant is Mr. and Mrs. Park, 1041 North Horseshoe Bend, Walnut, California 91789.

[1] California, State of, *Title 14. California Code of Regulations. Chapter 3. Guidelines for the Implementation of the California Environmental Quality Act*. As Amended 1998 (CEQA Guidelines) § 15050.

1.2 INITIAL STUDY'S ORGANIZATION

The Initial Study format will reflect the Initial Study Checklist, which is provided on the following pages in Sections 3.1 through 3.17. The following is an outline summarizing the contents of the Initial Study:

- *Section 1 Introduction,* provides the procedural context surrounding this Initial Study's preparation and insight into its composition. The Initial Study Checklist provides an issue-by-issue summary of potential impacts.

- *Section 2 Project Description,* provides an overview of the environmental setting of the affected area along with the physical and operational characteristics of the proposed project.

- *Section 3 Environmental Analysis,* contains an analysis of potential impacts associated with the proposed project. In addition, this section describes the requisite mitigation that would be effective in reducing potential impacts.

- *Section 4 Conclusions,* indicates how the proposed project may yield, or have the potential to yield, a significant effect upon one or more of the issue areas analyzed in the Initial Study. This section also includes a Mitigation Monitoring and Reporting Program.

- *Section 5 List of References,* identifies the references used in the preparation of the Initial Study.

The Appendix includes the air quality analysis worksheets.

SECTION 2 - PROJECT DESCRIPTION

2.1 PROJECT OVERVIEW

The City of Compton, in its capacity as the Lead Agency, is considering an application to construct an automated car wash structure and make related improvements within two parcels (herein referred to as *Parcel A* and *Parcel B*) on the southwest corner of South Wilmington Avenue and Alondra Boulevard. Parcel A will be a 0.415-acre (18,079 square feet) lot that will consist of the existing Miracle Market. Parcel B will be a 0.485-acre (21,138 square feet) lot that will consist of an automated car wash. The legal addresses of Parcel A and Parcel B will be 800 West Alondra Boulevard and 961 South Wilmington Avenue, respectively. The new automated car wash will have a total floor area of 2,960 square feet and will include a car wash tunnel, office, equipment room, restroom, and electric room.

Parking for the proposed project will be provided on surface parking areas and will include 17 parking stalls for Parcel A and 14 parking stalls for Parcel B. Access to the project site will be provided by three, 30-foot driveways that will be located along the east side of the project site, along South Wilmington Avenue. Lastly, 3,921 square feet will be provided for landscaping.[2]

2.2 PROJECT LOCATION

The proposed project site is located in the western portion of the City of Compton. The City of Compton is located approximately six miles south of downtown Los Angeles and is bounded by the cities of Paramount and Long Beach on the east; an unincorporated Los Angeles County area (the Willowbrook community) on the north; unincorporated county areas on the west; and unincorporated county areas and the City of Carson on the south. The Long Beach Freeway (I-710) generally delineates the City's easterly boundary. The Riverside Freeway (SR-91) traverses the southerly portion of Compton and the Century Freeway (I-105) is located to the north of the City.[3] The location of the City of Compton in a regional context is shown in Exhibit 2-1. The project site's location within the City of Compton is displayed in Exhibit 2-2.

As indicated previously, the project site that is the subject of this environmental study is located in the western portion of the City of Compton. Vehicular access to the facility will be provided by three, 30-foot driveway connections on the east side of the project site, along South Wilmington Avenue. The project site is located on the southwest corner of South Wilmington Avenue and West Alondra Boulevard. Both Wilmington Avenue and Alondra Boulevard are classified by the City of Compton General Plan as major highways.[4] The project site's legal addresses are 961 South Wilmington Avenue and 800 West Alondra Boulevard. The Los Angeles County Assessor's Parcel Numbers (APNs) that are applicable to the project site are 6141-013-001, 6141-013-002, and 6141-013-003.[5] A local vicinity map of the project site is provided in Exhibit 2-3.

---

[2] Karnak Developments, Inc. *Proposed Site Plan.* Site Plan dated September 12, 2016.

[3] Google Earth. Website accessed on December 14, 2016.

[4] Compton, City of. *Draft City of Compton 2030 Comprehensive General Plan Update.* November 6, 2014.

[5] Los Angeles County Tax Assessor. *Parcel Viewer.* Website accessed on December 14, 2016.

EXHIBIT 2-1
REGIONAL LOCATION
Source: Quantum GIS

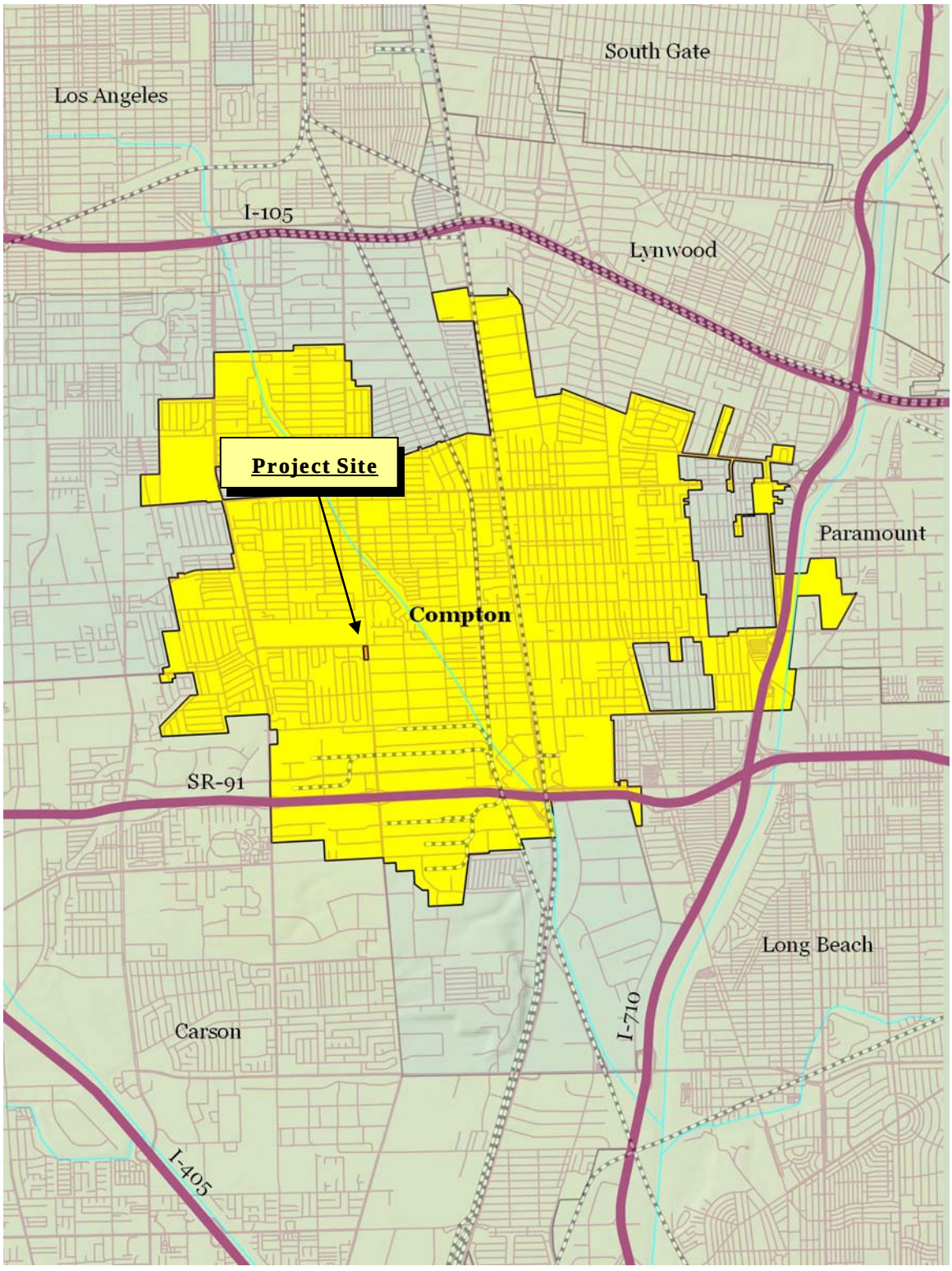

EXHIBIT 2-2
PROJECT LOCATION IN THE CITY OF COMPTON
Source: Quantum GIS

EXHIBIT 2-3
LOCAL MAP
Source: Quantum GIS

2.3 ENVIRONMENTAL SETTING

The project site is located in the midst of an urbanized area located in the western portion of the City of Compton. Surrounding land uses and development in the vicinity of the project site include the following:[6]

- *East of the project site.* South Wilmington Avenue extends along the project site's east side. Commercial uses are located east of the project site, near the southeast corner of Wilmington Avenue and Alondra Boulevard. These commercial uses include a Dollar Tree store and a Louisiana Famous Fried Chicken restaurant. A pre-school facility is located south of these commercial uses.

- *North of the project site.* West Alondra Boulevard extends along the project site's north side. A 7-11 convenience store is located directly north of the project site on the northwest corner of Wilmington Avenue and Alondra Boulevard. Further north and to the northwest is the Compton/Woodley Airport.

- *South of the project site.* West Raymond Street extends along the project site's south side. A church facility occupies frontage along the south side of West Raymond Street, south of the project site. Residential uses are located further south.

- *West of the project site.* A health care facility and a dental facility are located adjacent to the project site. Residential uses are located further west.

The northern portion of the project site is currently occupied by the Miracle Market. The southern portion of the project site currently consists of two vacant lots. The proposed project is a request to construct an automated car wash structure on the southern portion of the project site (Parcel B) and to make related improvements within the entire project site. The Miracle Market will remain on the northern portion of the project site (Parcel A). An aerial photograph of the project site and the surrounding area is provided in Exhibit 2-4.

2.4 PROJECT DESCRIPTION

The City of Compton, in its capacity as the Lead Agency, is considering an application to construct an automated car wash structure and make related improvements within two parcels (herein referred to as *Parcel A* and *Parcel B*) on the southwest corner of South Wilmington Avenue and Alondra Boulevard. Key elements of the project site include the following:[7]

- The proposed project site has a total area of 39,216 square feet (0.9 acres). The project site currently consists of two vacant lots on the southern portion of the project site and the Miracle Market on the northern portion of the project site. The existing Miracle Market will not be demolished and will remain on-site as part of the proposed project.

[6] Blodgett Baylosis Environmental Planning. *Site Survey.* Survey was completed on December 14, 2016.

[7] Karnak Developments, Inc. *Proposed Site Plan.* Site Plan dated September 12, 2016.

EXHIBIT 2-4
AERIAL PHOTOGRAPH
Source: Google Earth

- The larger project site will be subdivided into two parcels (Parcel A and Parcel B). Parcel A will be a 0.415-acre (18,079 square feet) lot located on the northern portion of the project site that will consist of the existing Miracle Market. Parcel B will be a 0.485-acre (21,138 square feet) lot located on the southern portion of the project that will consist of an automated car wash. The car wash structure will have a total floor area of 2,960 square feet and will include a car wash tunnel, on office, an equipment room, a restroom, and an electric room.

- The proposed project will have total of 31 parking spaces. Of these 31 spaces, 17 parking spaces will be located within Parcel A for the market. One of the 17 parking spaces within Parcel A will be ADA accessible and the remaining 16 spaces will be standard parking stalls. The remaining 14 parking spaces will be located within Parcel B for the new automated car wash structure. Of the 14 parking spaces provided for the car wash, five will be standard parking stalls, one will be ADA accessible, and eight will be reserved for vacuuming. Finally, there will be space for approximately eight queuing spaces for the automated car wash. Access to the project site will be provided by three 30-foot driveways that will be located along the east side of the project site, along South Wilmington Avenue. Access to Parcel A will be provided by a single driveway connection and access to Parcel B will be provided by two driveway connections.

- A total of 3,921 square feet will be provided for landscaping. Other site improvements include six-foot-high wrought iron fences along the South Wilmington Avenue frontage, a rolling gate on the southernmost driveway, a trash enclosure, and eight car vacuums.

- The cars will enter the project site from the central driveway located along the west side of Wilmington Avenue. From there, the cars will proceed through the car wash tunnel in a southerly direction and will either exit through the southernmost driveway or continue north on the internal driveway into one of the designated vacuum stalls.

- The car wash will be operation from 8:00 AM to 6:00 PM, seven days a week. A total of 10 people will be employed, with two employees working per shift. The number of employees working on-site will be minimal since the car wash will be automated.

The proposed project site plan is provided in Exhibit 2-5.

2.5 PROJECT OBJECTIVES

The project Applicant is seeking to accomplish the following objectives with the proposed project:

- To more efficiently utilize the site; and,

- To realize a fair return on their investment.

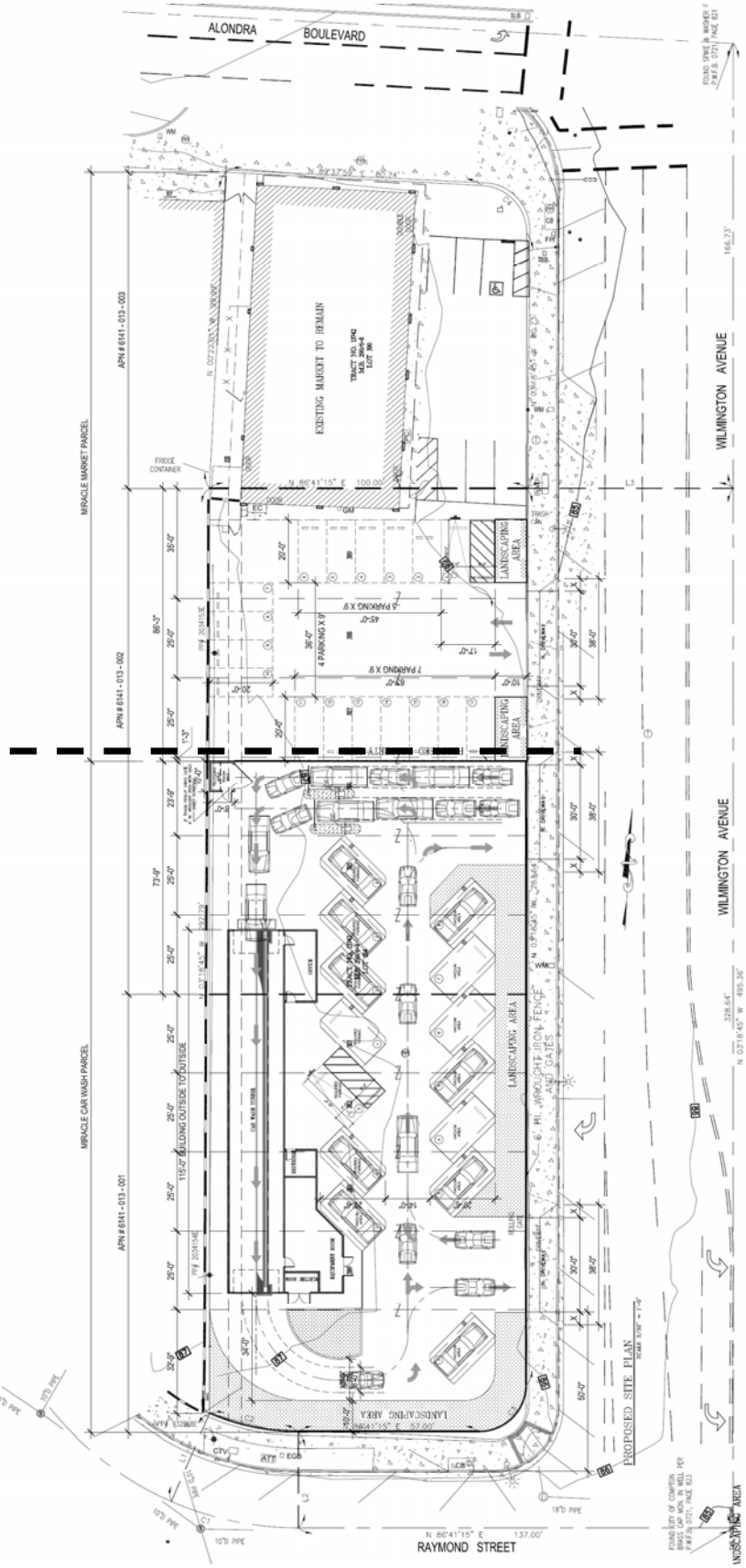

EXHIBIT 2-5
CONCEPTUAL SITE PLAN
SOURCE: KAMAK DEVELOPMENTS, INC.

The City of Compton seeks to accomplish the following objectives with this review of the proposed project:

- To minimize the environmental impacts associated with the proposed use;
- To minimize any potential environmental impacts related to the facility's operation; and,
- To ensure that the proposed development and the intended use are in conformance with the policies of the City of Compton General Plan.

2.6 DISCRETIONARY ACTIONS

A Discretionary Action is an action taken by a government agency (for this project, the government agency is the City of Compton) that calls for an exercise of judgment in deciding whether to approve a project. The proposed project would require the following approvals:

- The approval of a Conditional Use Permit (CUP) to operate a car wash;
- The approval of a General Plan Amendment (GPA) for Parcel B;
- The approval of a Tentative Tract Map (TTM);
- The adoption of the Mitigated Negative Declaration (MND); and,
- The adoption of the Mitigation Monitoring and Reporting Program (MMRP).

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SECTION 3 - ENVIRONMENTAL ANALYSIS

This section of the Initial Study analyzes the potential environmental impacts that may result from the proposed project as described previously in Section 2. The issue areas evaluated in this Initial Study include the following:

- Aesthetics (Section 3.1);
- Agricultural & Forestry Resources (Section 3.2);
- Air Quality (Section 3.3);
- Biological Resources (Section 3.4);
- Cultural Resources (Section 3.5);
- Geology & Soils (Section 3.6);
- Greenhouse Gas Emissions (Section 3.7);
- Hazards & Hazardous Materials (Section 3.8);
- Hydrology & Water Quality (Section 3.9);
- Land Use & Planning (Section 3.10);
- Mineral Resources (Section 3.11);
- Noise (Section 3.12);
- Population & Housing (Section 3.13);
- Public Services (Section 3.14);
- Recreation (Section 3.15);
- Transportation & Circulation (Section 3.16); and,
- Utilities (Section 3.17).

Under each issue area, a description of the thresholds of significance is provided. These thresholds would assist the City of Compton in making a determination as to whether there is a potential for significant or adverse impacts on the environment. For the evaluation of potential impacts, the questions in the Initial Study Checklist are stated and an answer is provided according to the analysis undertaken as part of the Initial Study's preparation. The analysis considers both the short-term (construction-related) and long-term (operational) impacts associated with the proposed project's implementation, and where appropriate, the cumulative impacts. To each question, there are four possible responses:

- *No Impact.* The proposed project would not have any measurable environmental impact on the environment, and no further analysis is required.

- *Less Than Significant Impact.* The proposed project may have the potential for impacts on the environment, although these impacts are below levels or thresholds that the City of Compton and other responsible agencies consider to be significant.

- *Less than Significant Impact with Mitigation.* The proposed project may have the potential to generate effects that the Lead Agency considers to represent a significant impact on the environment. However, mitigation measures have been recommended that would be effective in reducing the potential impacts to levels that are considered to be less than significant.

- *Potentially Significant Impact.* The proposed project may, or is known to, represent impacts that are considered significant, and/or additional analysis is required to identify mitigation measures.

3.1 AESTHETIC IMPACTS

Section	Description of Issue	Potentially Significant Impact	Less than Significant Impact with Mitigation	Less Than Significant Impact	No Impact
3.1.A	Would the project have a substantial adverse effect on a scenic vista?				**X**
3.1.B	Would the project substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a State scenic highway?				**X**
3.1.C	Would the project substantially degrade the existing visual character or quality of the site and its surroundings?		**X**		
3.1.D	Would the project create a new source of substantial light or glare which would adversely affect day- or night-time views in the area?			**X**	

3.1.1 THRESHOLDS OF SIGNIFICANCE

In accordance with the provisions of CEQA, a project may be deemed to have a significant adverse aesthetic impact if it results in any of the following:

- An adverse effect on a scenic vista;
- Substantial damage to scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a State scenic highway;
- A substantial degradation of the existing visual character or quality of the site and its surroundings; or,
- A new source of substantial light and glare that would adversely affect day- or night-time views in the area.

3.1.2 ENVIRONMENTAL ANALYSIS

3.1.A. Would the project affect a scenic vista? ● No Impact.

The project site currently consists of two vacant lots, a surface parking area, and the Miracle Market. The proposed project will involve the construction of an automated car wash structure and other related on-site improvements. The Miracle Market will remain on the northern portion of the project site as part of

the proposed project. The maximum height of the new car wash structure will be 22 feet and 9 inches.[8] Once complete, the proposed project will not negatively impact views of any scenic vistas. Current development along both South Wilmington Avenue and West Alondra Boulevard restricts views of scenic vistas.[9] Therefore, no impacts on scenic vistas will result from the proposed project.

3.1.B. Would the project substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a State scenic highway? ● No Impact.

There are no designated State scenic highways located in the vicinity of the project site.[10] In addition, there are no City-designated scenic highways in Compton. The proposed project would not affect any protected trees, outcroppings, or historic resources. The project site and the surrounding properties have already undergone development and there are no natural topographic features remaining.[11] There are no historic buildings located in the vicinity of the project site (historic resources are discussed herein in Section 3.5). As a result, no impacts on this issue are anticipated.

3.1.C. Would the project substantially degrade the existing visual character or quality of the site and its surroundings? ● Less than Significant Impact with Mitigation.

The project site is located in the midst of an urbanized area located in the western portion of the City of Compton. As previously mentioned, the project site currently consists of two vacant lots, a surface parking area, and the existing Miracle Market. The proposed project will involve the construction of an automated car wash structure and other related on-site improvements. The existing Miracle Market will remain on the northern portion of the project site as part of the proposed project. The maximum height of the new car wash structure will be 22 feet and 9 inches. The automated car wash structure and the related improvements will create a significant improvement to the visual character and quality of the site because it will replace two vacant lots that are covered over in asphalt, cement, gravel, and ruderal vegetation. The nearest residences to the project site are located 50 feet west, southwest, south of the project site. The project site is currently screened from the residential uses to the west by a six-foot-high block wall located along the western boundary of the project site.[12] A church is located directly south of the project site and the residential units to the south and southwest are not directly within the line-of-sight of the proposed project site. In order to ensure that the proposed use is screened from the residential uses to the west, the following mitigation measure is required:

- The six-foot-high block wall that is located along the western boundary of the project site shall remain or be replaced. The aforementioned block wall shall remain erect throughout the operational life of the proposed project.

[8] Karnak Developments, Inc. *Proposed Site Plan*. Site Plan dated September 12, 2016.

[9] Blodgett Baylosis Environmental Planning. *Site Survey*. Survey was completed on December 14, 2016.

[10] California Department of Transportation. *Official Designated Scenic Highways*. www.dot.ca.gov.

[11] Blodgett Baylosis Environmental Planning. *Site Survey*. Survey was completed on December 14, 2016.

[12] Ibid.

With the implementation of the above mentioned mitigation measure, impacts will be reduced to levels that are less than significant.

3.1.D. Would the project create a new source of substantial light or glare that would adversely affect day- or night-time views in the area? ● Less than Significant Impact.

As previously mentioned, the nearest residences to the project site are located 50 feet west, southwest, south of the project site. The proposed project is located within the *CL (Limited Commercial)* zoning designation and will be required to adhere to all lighting requirements specific to the CL zone. The project site is currently screened from the residential uses to the west by a six-foot-high block wall located along the western boundary of the project site. The project will not introduce significant sources of light or glare because light spillover will be minimized due to the inclusion of directional lighting. Any residual light spillover will be attenuated by the church located to the south. This church obstructs the line-of-sight between the adjacent residential units and the project site. In addition, the project's operation will be limited to daytime hours (8:00 AM to 6:00 PM). Any night-time lighting will be limited to security lighting. Therefore, the potential light and glare impacts are considered to be less than significant.

3.1.3 SIGNIFICANT EFFECTS

The analysis determined that in order to screen the proposed use from nearby residential uses, the mitigation provided in Section 3.1.C is necessary. With the implementation of the mitigation measure, the potential overall impacts will be reduced to levels that are less than significant.

3.2 AGRICULTURAL & FORESTRY RESOURCES IMPACTS

Section	Description of Issue	Potentially Significant Impact	Less than Significant Impact with Mitigation	Less Than Significant Impact	No Impact
3.2.A	Would the project convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?				**X**
3.2.B	Would the project conflict with existing zoning for agricultural use, or a Williamson Act Contract?				**X**
3.2.C	Would the project conflict with existing zoning for or cause rezoning of, forest land (as defined in Public Resources Code §4526), or zoned timberland production (as defined by Government Code §51104[g])?				**X**
3.2.D	Would the project result in the loss of forest land or the conversion of forest land to a non-forest use?				**X**
3.2.E	Would the project involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or the conversion of forest land to a non-forest use?				**X**

3.2.1 THRESHOLDS OF SIGNIFICANCE

In accordance with the provisions of CEQA, a project may be deemed to have a significant impact on agricultural and/or forestry resources if it results in any of the following:

- The conversion of Prime Farmland, Unique Farmland, or Farmland of Statewide Importance;
- A conflict with existing zoning for agricultural use or the termination of a Williamson Act Contract;
- A conflict with the existing zoning or cause the rezoning of, forest land (as defined in Public Resources Code Section 4526), or zoned timberland production (as defined by Government Code §51104[g]);
- The loss of forest land or the conversion of forest land to a non-forest use; or,
- Changes to the existing environment, which due to their location or nature, may result in the conversion of farmland to non-agricultural uses or the conversion of forest land to a non-forest use.

3.2.2 ENVIRONMENTAL ANALYSIS

3.2.A. Would the project convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance, as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use? ● No Impact.

According to the California Department of Conservation, the City of Compton does not contain any areas of Prime Farmland, Unique Farmland, or Farmland of Statewide Importance.[13] The project site currently consists of a small market and vacant lots. No agricultural uses and/or activities were located on-site. As a result, no impacts will occur.

3.2.B. Would the project conflict with existing zoning for agricultural use or a Williamson Act Contract? ● No Impact.

In addition, according to the California Department of Conservation Division of Land Resource Protection, the project site is not subject to a Williamson Act Contract.[14] As a result, no impacts on existing or future Williamson Act Contracts or land zoned for agricultural uses will result from the proposed project's implementation.

3.2.C. Would the project conflict with existing zoning for or cause rezoning of, forest land (as defined in Public Resources Code Section 4526), or zoned timberland production (as defined by Government Code § 51104[g])? ● No Impact.

No forest lands are located within the vicinity of the project site, nor does the City of Compton General Plan provide for any forest land protection.[15] As a result, no impacts on forest land or timber resources are anticipated from the proposed project's implementation.

3.2.D. Would the project result in the loss of forest land or the conversion of forest land to a non-forest use? ● No Impact.

No forest lands are located within the vicinity of the project site. The project site is surrounded by urban development. There would be no loss or conversion of forest land(s) related to the proposed project's implementation. As a result, no impacts are anticipated.

[13] California Department of Conservation, Division of Land Resource Protection, Farmland Mapping and Monitoring Program. *Important Farmland in California 2010.* ftp://ftp.consrv.ca.gov/pub/dlrp/FMMP/pdf/statewide/2010/fmmp2010_08_11.pdf.

[14] California Department of Conservation. *State of California Williamson Act Contract Land.* ftp://ftp.consrv.ca.gov/pub/dlrp/WA/2012%20Statewide%20Map/WA_2012_8x11.pdf

[15] Blodgett Baylosis Environmental Planning. *Site Survey.* Survey was completed on December 14, 2016.

3.2.E. Would the project involve other changes in the existing environment that, due to their location or nature, may result in the conversion of farmland to non-agricultural use or the conversion of forest land to a non-forest use? ● No Impact.

The project would not involve the disruption or damage of the existing environment that would result in a loss of farmland to nonagricultural use or conversion of forest land to non-forest use because the project site is not located in close proximity to farm land or forest land. As a result, no impacts will result from the implementation of the proposed project.

3.2.3 SIGNIFICANT EFFECTS

The environmental analysis in the preceding sections determined that the proposed project would not result in any significant unavoidable adverse impacts on agricultural and forestry resources. As a result, no mitigation is required.

3.3 AIR QUALITY IMPACTS

Section	Description of Issue	Potentially Significant Impact	Less than Significant Impact with Mitigation	Less Than Significant Impact	No Impact
3.3.A	Would the project conflict with or obstruct implementation of the applicable air quality plan?				**X**
3.3.B	Would the project violate any air quality standard or contribute substantially to an existing or projected air quality violation?			**X**	
3.3.C	Would the project result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable Federal or State ambient air quality standard?			**X**	
3.3.D	Would the project expose sensitive receptors to substantial pollutant concentrations?			**X**	
3.3.E	Would the project create objectionable odors affecting a substantial number of people?				**X**

3.3.1 THRESHOLDS OF SIGNIFICANCE

In accordance with the provisions of CEQA, a project would normally be deemed to have a significant adverse environmental impact on air quality, if it results in any of the following:

- A conflict with or obstruction of the implementation of the applicable air quality plan;
- A violation of an air quality standard or contribute substantially to an existing or projected air quality violation;
- A cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable Federal or State ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors);
- The exposure of sensitive receptors to substantial pollutant concentrations; or,
- The creation of objectionable odors.

These criteria pollutants include the following:

- *Ozone (O_3)* is a nearly colorless gas that irritates the lungs and damages materials and vegetation. O_3 is formed by photochemical reaction. Los Angeles and the surrounding South Coast Air Basin (SCAB) are designated by the Environmental Protection Agency (EPA) and the California Air Resources Board (CARB) as an extreme ozone *non-attainment area*.

- *Carbon Monoxide (CO)* is a colorless, odorless toxic gas that interferes with the transfer of oxygen to the brain that is produced by the incomplete combustion of carbon-containing fuels emitted as vehicle exhaust. The SCAB is designated as an attainment area for carbon monoxide by the EPA.

- *Nitrogen dioxide (NO_2)* is a yellowish-brown gas that, at high levels, can cause breathing difficulties. NO_2 is formed when nitric oxide (a pollutant from burning processes) combines with oxygen. The SCAB is designated as an attainment area for NO_2 by the EPA.

- *Sulfur dioxide* (SO_2) is a colorless, pungent gas formed primarily by the combustion of sulfur-containing fossil fuels. Health effects include acute respiratory symptoms and difficulty in breathing for children. The SCAB is designated as an attainment area for SO_2 by the EPA.

- *PM_{10}* refers to particulate matter less than ten microns in diameter. PM_{10} particulates cause a greater health risk than larger-sized particles since fine particles can more easily cause respiratory irritation. The Federal standards for PM_{10} have been met in most areas within the SCAB, though standards were exceeded in portions of Riverside County.

- *$PM_{2.5}$* refers to particulate matter less than 2.5 microns in diameter. $PM_{2.5}$ also represents a significant health risk because particulate matter of this size may be more easily inhaled causing respiratory irritation. The annual average concentrations of $PM_{2.5}$ exceeded Federal standards in some areas of the SCAB. As a result, $PM_{2.5}$ continues to be designated non-attainment.

Projects in the SCAB generating *construction-related* emissions that exceed any of the following emissions thresholds are considered to be significant under CEQA:

- 75 pounds per day of reactive organic compounds;
- 100 pounds per day of nitrogen dioxide;
- 550 pounds per day of carbon monoxide;
- 150 pounds per day of PM_{10};
- 55 pounds per day of $PM_{2.5}$; or,
- 150 pounds per day of sulfur oxides.

A project would have a significant effect on air quality if any of the following *operational* emissions thresholds for criteria pollutants are exceeded:

- 55 pounds per day of reactive organic compounds;
- 55 pounds per day of nitrogen dioxide;
- 550 pounds per day of carbon monoxide;
- 150 pounds per day of PM_{10};
- 55 pounds per day of $PM_{2.5}$; or,
- 150 pounds per day of sulfur oxides.

3.3.2 ENVIRONMENTAL ANALYSIS

3.3.A. Would the project conflict with or obstruct implementation of the applicable air quality plan? ● No Impact.

The City of Compton is located within the SCAB. The SCAB covers a 6,600 square-mile area within Orange County and the non-desert portions of Los Angeles County, Riverside County, and San Bernardino County. Air quality in the SCAB is monitored by the SCAQMD at various monitoring stations located throughout the area. Measures to improve regional air quality are outlined in the SCAQMD's Air Quality Management Plan (AQMP). The most recent AQMP was adopted in 2012 and was jointly prepared with the CARB and the Southern California Association of Governments (SCAG).[16] The AQMP will help SCAQMD maintain focus on the air quality impacts of major projects associated with goods movement, land use, energy efficiency, and other key areas of growth. Key elements of the 2012 AQMP include enhancements to existing programs to meet the 24-hour $PM_{2.5}$ Federal health standard and a proposed plan of action to reduce ground-level ozone. The primary criteria pollutants that remain non-attainment in the local area include $PM_{2.5}$ and ozone. Specific criteria for determining a project's conformity with the AQMP is defined in Section 12.3 of the SCAQMD's CEQA. The Air Quality Handbook refers to the following criteria as a means to determine a project's conformity with the AQMP:[17]

- *Consistency Criteria 1* refers to a proposed project's potential for resulting in an increase in the frequency or severity of an existing air quality violation or its potential for contributing to the continuation of an existing air quality violation.

- *Consistency Criteria 2* refers to a proposed project's potential for exceeding the assumptions included in the AQMP or other regional growth projections relevant to the AQMP's implementation.

In terms of Criteria 1, the proposed project's long-term (operational) airborne emissions will be below levels that the SCAQMD considers to be a significant adverse impact (refer to the analysis included in the next section where the long-term stationary and mobile emissions for the proposed project are summarized in Tables 3-1 and 3-2). The proposed project will also conform to Consistency Criteria 2 since it will not significantly affect any regional population, housing, and employment projections prepared for the City of Compton. Projects that are consistent with the projections of employment and population forecasts identified in the Regional Comprehensive Plan (RCP) prepared by the Southern California Association of Governments (SCAG) are considered consistent with the AQMP growth projections, since the RCP forms the basis of the land use and transportation control portions of the AQMP. According to the Growth Forecast Appendix prepared by SCAG for the 2016-2040 Regional Transportation Plan (RTP), the City of Compton is projected to add a total of 2,800 jobs through the year 2040.[18] The automated car wash employment assumes a maximum of ten employees (two employees on-

[16] South Coast Air Quality Management District. *Final 2012 Air Quality Plan.* Adopted 2012.

[17] South Coast Air Quality Management District. *CEQA Air Quality Handbook.* April 1993.

[18] Southern California Association of Governments. *Growth Forecast. Regional Transportation Plan 2016-2040.* Adopted on April 7, 2016.

site at all times). The total employment of ten new jobs for the entire project is well within SCAG's employment projections for the City of Compton and the proposed project will not violate Consistency Criteria 2. As a result, no impacts related to the implementation of the AQMP are anticipated.

3.3.B. Would the project violate any air quality standard or contribute substantially to an existing or projected air quality violation? ● Less than Significant Impact.

The proposed project's construction period is expected to last for approximately four months and would include site preparation, erection of the new automated car wash structure, and the finishing of the project (paving, painting, and installation of landscaping). The analysis of daily construction and operational emissions was prepared utilizing the California Emissions Estimator Model (CalEEMod V.2013.2.2). As shown in Table 3-1, daily construction emissions are not anticipated to exceed the SCAQMD significance thresholds.

Table 3-1
Estimated Daily Construction Emissions

Construction Phase	ROG	NO_x	CO	SO_2	PM_{10}	$PM_{2.5}$
Demolition (on-site)	1.20	10.48	8.58	0.01	0.73	0.69
Demolition (off-site)	0.04	0.05	0.59	--	0.11	0.03
Total Demolition	**1.24**	**10.53**	**9.17**	**0.01**	**0.84**	**0.72**
Site Preparation (on-site)	1.27	12.69	7.23	--	0.82	0.71
Site Preparation (off-site)	0.02	0.02	0.29	--	0.06	0.02
Total Site Preparation	**1.29**	**12.71**	**7.52**	**--**	**0.88**	**0.73**
Grading (on-site)	1.20	10.48	8.58	0.01	1.48	1.11
Grading (off-site)	0.04	0.05	0.59	--	0.11	0.03
Total Grading	**1.24**	**10.53**	**9.17**	**0.01**	**1.59**	**1.14**
Building Construction (on-site)	1.27	12.67	8.04	0.01	0.86	0.79
Building Construction (off-site)	--	--	0.06	--	0.01	--
Total Building Construction	**1.27**	**12.67**	**9.00**	**0.01**	**0.87**	**0.79**
Paving (on-site)	1.04	9.83	7.24	0.01	0.60	0.56
Paving (off-site)	0.07	0.08	1.06	--	0.20	0.05
Total Paving	**1.11**	**9.91**	**8.30**	**0.01**	**0.80**	**0.61**
Architectural Coatings (on-site)	3.45	2.19	1.87	--	0.17	0.17
Architectural Coatings (off-site)	--	--	--	--	--	--
Total Architectural Coatings	**3.45**	**2.19**	**1.87**	**--**	**0.17**	**0.17**
Maximum Daily Emissions	**3.45**	**12.71**	**9.17**	**0.01**	**1.59**	**1.14**
Daily Thresholds	**75**	**100**	**55o**	**150**	**150**	**55**

Source: CalEEMod V.2013.2.2.

Since the project area is located in a non-attainment area for ozone and particulates, the project contractors will be required to adhere to all pertinent regulations outlined in SCAQMD Rule 403 governing fugitive dust emissions. These regulations are standard conditions for every construction project undertaken in the City.

The long-term air quality impacts associated with the proposed project include mobile emissions from vehicular traffic; on-site stationary emissions related to the operation of machinery; and off-site stationary emissions associated with the off-site generation of energy (natural gas and electrical). The analysis of long-term operational impacts summarized in Table 3-2, also used the CalEEMod computer model developed for the SCAQMD. The analysis summarized in Table 3-2 indicates the operational (long-term) emissions will be below the SCAQMD's daily emissions thresholds.

Table 3-2
Estimated Operational Emissions in lbs/day

Emission Source	ROG	NO_x	CO	SO_2	PM_{10}	$PM_{2.5}$
Area-wide (lbs/day)	0.08	--	--	--	--	--
Energy (lbs/day)	--	0.02	0.01	--	--	--
Mobile (lbs/day)	1.01	1.65	7.37	0.02	0.98	0.28
Total (lbs/day)	**1.09**	**1.66**	**7.39**	**0.02**	**0.98**	**0.28**
Daily Thresholds	**55**	**55**	**55o**	**15o**	**15o**	**55**

Source: CalEEMod V.2013.2.2

As indicated in Table 3-2, the projected long-term emissions are below thresholds considered to be a significant impact. The aforementioned standard conditions will further reduce the potential construction-related impacts to levels that are less than significant. These conditions are standard AQMD protocols that are required for all development planned for the SCAQMD. Therefore, the project's impacts are considered to be less than significant.

3.3.C. Would the project result in a cumulatively considerable net increase of any criteria pollutant for which the project region is in non-attainment under an applicable Federal or State ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)? ● Less than Significant Impact.

The project will not serve area-wide or regional demand due to the nature of the use. A majority of the project's operational emissions are generated from mobile sources. The project is projected to generate approximately 756 daily trips, with 453 (60%) considered "pass-by" trips. Pass-by trips are trips generated to the project site by vehicles that are travelling to a different end destination. An example of a pass-by trip to a car wash would be a resident leaving their house and stopping at the car wash on their way to a supermarket without originally intending to visit the car wash. Since pass-by trips are trips made en route to an end destination, they are not considered a full trip. Uses that generate a large number of

pass-by trips are typically not end destinations (car washes, convenience stores, gas stations, ATMs, certain drive-thru establishments, etc). Therefore, pass-by trips are not considered to be a significant generation of air emissions.

The project will not result in a cumulative increase of any criteria pollutant because there are no active projects located in the immediate area. In addition, the proposed project's implementation will result in long-term stationary and mobile emissions that will be below the SCAQMD's daily levels of significance. As a result, the cumulative air quality impacts are less than significant.

3.3.D. Would the project expose sensitive receptors to substantial pollutant concentrations? ● Less than Significant Impact.

The SCAQMD requires that CEQA air quality analyses indicate whether a proposed project would result in an exceedance of *localized emissions thresholds* or LSTs. LSTs only apply to short-term (construction) and long-term (operational) emissions at a fixed location and do not include off-site or area-wide emissions. The approach used in the analysis of the proposed project utilized a number of screening tables that identified maximum allowable emissions (in pounds per day) at a specified distance to a receptor. The pollutants that are the focus of the LST analysis include the conversion of NO_x to NO_2; carbon monoxide (CO) emissions from construction and operations; PM_{10} emissions from construction and operations; and $PM_{2.5}$ emissions from construction and operations.

Sensitive receptors refer to land uses and/or activities that are especially sensitive to poor air quality and typically include homes, schools, playgrounds, hospitals, convalescent homes, and other similar facilities where children or the elderly may congregate.[19] The nearest sensitive receptors to the project site include the residential units located 50 feet west, southwest, and south of the project site.[20] The location of the aforementioned sensitive receptors is shown in Exhibit 3-1. The use of the "look-up tables" is permitted since each of the construction phases would involve the disturbance of less than five acres of land area on a daily basis.

As indicated in Table 3-3, the proposed project would not exceed any LSTs based on the information included in the Mass Rate LST Look-up Tables provided by the SCAQMD. For purposes of the LST analysis, the receptor distance used was 25 meters. As indicated in the table, the proposed project would not exceed any LSTs based on the information included in the Mass Rate LST Look-up Tables. As a result, the potential impacts to sensitive receptors are considered to be less than significant.

[19] South Coast Air Quality Management District. *CEQA Air Quality Handbook*. April 1993.

[20] Blodgett Baylosis Environmental Planning. *Site Survey*. Survey was completed on December 14, 2016.

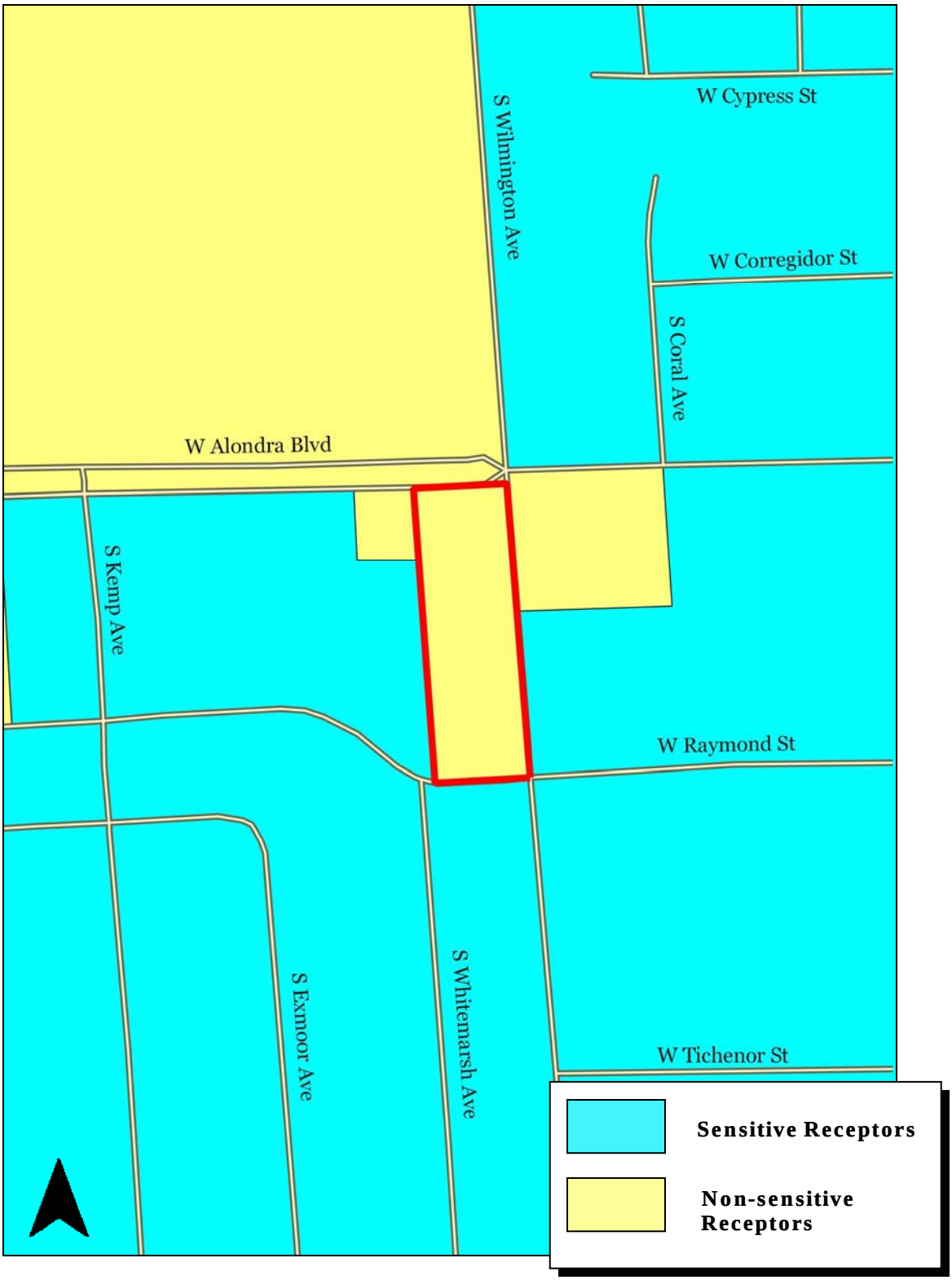

EXHIBIT 3-1
SENSITIVE RECEPTORS MAP
SOURCE: QUANTUM GIS

Table 3-3
Local Significance Thresholds Exceedance SRA 12

Emissions	Project Emissions (lbs/day)	Type	Allowable Emissions Threshold (lbs/day) and a Specified Distance from Receptor (in meters)				
			25	5o	100	200	500
NO_x	12.71	Construction	**46**	46	54	70	109
NO_x	1.66	Operations	**46**	46	54	70	109
CO	9.17	Construction	**231**	342	632	1,545	5,452
CO	7.39	Operations	**231**	342	632	1,545	5,452
PM_{10}	1.59	Construction	**4**	12	26	54	139
PM_{10}	0.98	Operations	**1**	3	7	13	34
$PM_{2.5}$	1.14	Construction	**3**	4	7	17	70
$PM_{2.5}$	0.28	Operations	**1**	1	2	4	17

Source: South Coast Air Quality Management District. Final Localized Significance Threshold Methodology. June 2003.
*= Denotes mitigated emissions after watering the project site up to three times per day to control fugitive dust.

3.3.E. Would the project create objectionable odors affecting a substantial number of people? ● No Impact.

The SCAQMD has identified those land uses that are typically associated with odor complaints. These uses include activities involving livestock, rendering facilities, food processing plants, chemical plants, composting activities, refineries, landfills, and businesses involved in fiberglass molding.[21] The proposed project will not be involved in any of the aforementioned odor-generating uses. In addition, the project site is not located in the vicinity of any odor-generating use. Given the nature of the proposed use, no impacts related to odors are anticipated with the proposed project.

3.3.3 SIGNIFICANT EFFECTS

While the facility's long-term (operational) emissions are not considered to represent a significant adverse impact, any additional emissions would nevertheless contribute incrementally to an existing non-attainment condition. As a result, the overall impacts will be less than significant.

[21] South Coast Air Quality Management District. *CEQA Air Quality Handbook*. April 1993.

3.4 BIOLOGICAL RESOURCES IMPACTS

Section	Description of Issue	Potentially Significant Impact	Less than Significant Impact with Mitigation	Less Than Significant Impact	No Impact
3.4.A	Would the project, either directly or through habitat modifications, have a substantial adverse effect on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?				**X**
3.4.B	Would the project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?				**X**
3.4.C	Would the project have a substantial adverse effect on Federally protected wetlands as defined by §404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				**X**
3.4.D	Would the project have a substantial interference with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory life corridors, or impede the use of native wildlife nursery sites?				**X**
3.4.E	Would the project have a conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?				**X**
3.4.F	Would the project have a conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or State habitat conservation plan?				**X**

3.4.1 THRESHOLDS OF SIGNIFICANCE

In accordance with the provisions of CEQA, a project may be deemed to have a significant adverse impact on biological resources if it results in any of the following:

- A substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive or special status species in local or regional plans, policies or regulations, or by the California Department of Fish and Wildlife or the U.S. Fish and Wildlife Service;

- A substantial adverse effect on any riparian habitat or other sensitive natural plant community identified in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service;

- A substantial adverse effect on Federally protected wetlands as defined by Section 404 of the Clean Water Act through direct removal, filling, hydrological interruption, or other means;

- A substantial interference with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory life corridors, or impede the use of native wildlife nursery sites;

- A conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance; or,

- A conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or State habitat conservation plan.

3.4.2 ENVIRONMENTAL ANALYSIS

3.4.A. Would the project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service? ● No Impact.

A review of the California Department of Fish and Wildlife California Natural Biodiversity Database (CNDDB) Bios Viewer for the South Gate Quadrangle indicated that there are five threatened or endangered species located within the South Gate Quadrangle (the City of Compton is located within the South Gate Quadrangle).[22] The proposed project will not impact any special status species because the project site is located in the midst of an urban area and there is no suitable riparian or natural habitat located within, or in the vicinity of, the project site. As a result, no impacts on any candidate, sensitive, or special status species will result from proposed project's implementation.

3.4.B. Would the project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service? ● No Impact.

The field survey that was conducted for the property indicated that there are no wetlands or riparian habitat present on-site or in the surrounding areas. This conclusion is also supported by a review of the U.S. Fish and Wildlife Service National Wetlands Inventory, Wetlands Mapper. As a result, no impacts on natural or riparian habitats will result from the proposed project's implementation.

[22] California Department of Fish and Wildlife. *Bios Viewer*. https://map.dfg.ca.gov/bios/?tool=cnddbQuick.

3.4.C. Would the project have a substantial adverse effect on Federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means? ● No Impact.

As indicated in the previously in Section 3.4.D, the project area and adjacent developed properties do not contain any natural wetland and/or riparian habitat.[23] The project site is located in the midst of an urbanized area. As a result, the proposed project will not impact any protected wetland area or designated blue-line stream and no impacts will occur.

3.4.D. Would the project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory life corridors, or impede the use of native wildlife nursery sites? ● No Impact.

No native vegetation or natural open space areas remain within the proposed project site of in the surrounding areas. Furthermore, the site contains no natural hydrological features. Constant disturbance (noise and vibration) from vehicular traffic travelling along the adjacent streets also limits the site's utility as a migration corridor. Since the site is surrounded by residential uses and lacks suitable habitat, the site's ability to function as a migration corridor is restricted and no impacts will result from the implementation of the proposed project.

3.4.E. Would the project conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance? ● No Impact.

There are no trees located within the project site. Vegetation present on-site consists entirely of ruderal species. In addition, there are no trees located within the public right-of-way. As a result, no impacts will occur since the project's implementation will not require the removal of any trees.

3.4.F. Would the project conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or State habitat conservation plan? ● No Impact.

The proposed project will not impact an adopted or approved local, regional, or State habitat conservation plan because the proposed project is located in the midst of an urban area. The operation of the proposed project will not affect any designated Los Angeles County Significant Ecological Area (SEA) since the proposed development will be restricted to the project site and no impacts will occur.

3.4.3 SIGNIFICANT EFFECTS

The environmental analysis in the preceding sections determined that the proposed project would not result in any significant unavoidable adverse impacts on biological resources. As a result, no mitigation is required.

[23] U.S. Fish and Wildlife Service. *Wetlands Mapper*. http://www.fws.gov/Wetlands/data/Mapper.html.

3.5 CULTURAL RESOURCES IMPACTS

Section	Description of Issue	Potentially Significant Impact	Less than Significant Impact with Mitigation	Less Than Significant Impact	No Impact
3.5.A	Would the project cause a substantial adverse change in the significance of a historical resource as defined in §5064.5 of the CEQA Guidelines?				**X**
3.5.B	Would the project cause a substantial adverse change in the significance of an archaeological resource pursuant to §5064.5 of the CEQA Guidelines?		**X**		
3.5.C	Would the project, directly or indirectly, destroy a unique paleontological resource, site, or unique geologic feature?				**X**
3.5.D	Would the project disturb any human remains, including those interred outside of formal cemeteries?				**X**

3.5.1 THRESHOLDS OF SIGNIFICANCE

In accordance with the provisions of CEQA, a project would normally have a significant adverse impact on cultural resources if it results in any of the following:

- A substantial adverse change in the significance of a historical resource as defined in §15064.5 of the CEQA Guidelines;
- A substantial adverse change in the significance of an archaeological resource pursuant to §15064.5 of the CEQA Guidelines;
- The destruction of a unique paleontological resource, site, or unique geologic feature; or,
- The disturbance of any human remains, including those interred outside of formal cemeteries.

3.5.2 ENVIRONMENTAL ANALYSIS

3.5.A. Would the project cause a substantial adverse change in the significance of a historical resource as defined in §15064.5 of the CEQA Guidelines? ● No Impact.

Historic structures and sites are defined by local, State, and Federal regulations. A site or structure may be historically significant if it is locally protected through a local general plan or historic preservation ordinance. A site or structure may also be historically significant according to State or Federal criteria even if the locality does not recognize such significance. California, through the State Historic Preservation Office (SHPO), maintains an inventory of those sites and structures that are considered to be historically significant. Moreover, the U.S. Department of Interior has established specific Federal guidelines and criteria that indicate the manner in which a site, structure, or district is to be defined as

having historic significance and in the determination of its eligibility for listing on the National Register of Historic Places. To be considered eligible for the National Register, a property's significance may be determined if the property is associated with events, activities, or developments that were important in the past, with the lives of people who were important in the past, or represents significant architectural, landscape or engineering elements.

The project site is not on the list of historic resources compiled by the National Park Service.[24] In addition, the project site is not present on the list of historic resources identified by the California Office of Historic Preservation.[25] Therefore, the project's implementation will not result in any impacts to historic resources. A review of the National Register Information System identified a single notable site in the City of Compton. The site is referred to as the Dominguez Ranch Adobe and is located at 18127 South Alameda Street. The adobe was headquarters to a rancho that included portions of Compton. The adobe is listed as a California Landmark (No. 152). A second historically significant site is designated California Historical Landmark (No. 664) and is referred to as the "Heritage House."[26] Neither site will be impacted by the proposed car wash. As a result, no impacts would result from the proposed project's implementation.

3.5.B. Would the project cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5 of the CEQA Guidelines? ● Less than Significant Impact with Mitigation.

The greater Los Angeles Basin was previously inhabited by the Gabrieleño-Kizh people, named after the San Gabriel Mission. The Gabrieleño tribe has lived in this region for around 7,000 years.[27] Prior to Spanish contact, approximately 5,000 Gabrieleño people lived in villages throughout the Los Angeles Basin.[28] Villages were typically located near major rivers such as the San Gabriel, Rio Hondo, or Los Angeles Rivers. The 4,438-acre Rancho Tajauta land grant was located between Watts and Lynwood. The land was granted to Anastasio Avila in 1843 and archaeological research has suggested that Tajauta was a Gabrieleño place name.[29] The extent of disturbances in the general area suggests this site is a late historic or early modern feature associated with the development of the nearby Alameda Corridor rail line. This feature/site (CA-LAN-2864) has been destroyed. Formal Native American consultation was provided in accordance with California Assembly Bill 52 (AB-52). The tribal representative indicated that the project site is situated in an area of high archaeological significance. As a result, the following mitigation is required pursuant to AB-52 consultation with Mr. Andrew Salas:

[24] U. S. Department of the Interior, National Park Service. *National Register of Historic Places.* Website http://www.nps.gov.nr.

[25] California Department of Parks and Recreation. *California Historical Resources.* Website http:// ohp.parks.ca.gov/ ListedResources. Website accessed in October 2016.

[26] State of California Office of Historic Preservation. California Department of Parks and Recreation. *California Historical Landmarks.* 1990

[27] Tongva People of Sunland-Tujunga. *Introduction.* http://www.lausd.k12.ca.us/Verdugo_HS/classes/multimedia/intro.html.

[28] Rancho Santa Ana Botanical Garden. *Tongva Village Site.* http://www.rsabg.org/tongva-village-site-1.

[29] William McCawley. *The First Angelinos, the Gabrielino Indians of Los Angeles.* 1996.

- The project Applicant will be required to obtain the services of a qualified Native American Monitor during construction-related ground disturbance activities. Ground disturbance is defined by the Tribal Representatives from the Gabrieleño Band of Mission Indians, Kizh Nation as activities that include, but are not limited to, pavement removal, pot-holing or auguring, boring, grading, excavation, and trenching, within the project area. The monitor(s) must be approved by the tribal representatives and will be present on-site during the construction phases that involve any ground disturbing activities. The on-site monitoring shall end when the project site grading and excavation activities are completed, or when the monitor has indicated that the site has a low potential for archeological resources.

In the unlikely event that remains are uncovered by construction crews and/or the Native American Monitors, all excavation/grading activities must be halted and the Los Angeles County Sheriffs Department will be contacted (the Department will then contact the County Coroner). CEQA Guidelines Section 15064.5 will apply in terms of the identification of significant archaeological resources and their salvage. Adherence to the mitigation provided above as part of the AB-52 consultation, will reduce potential impacts to levels that are less than significant.

3.5.C. Would the project directly or indirectly destroy a unique paleontological resource, site or unique geologic feature? ● No Impact.

No paleontological resources or geologic features are anticipated to be encountered during the project's construction phase due to the age of the soil and the limited amount of excavation that will be required to implement the project. The soils that underlie the project site are alluvial in nature. Alluvial deposits are typically quaternary in age (from two million years ago to the present day) and span the two most recent geologic epochs, the Pleistocene and the Holocene.[30] As a result, no impacts to paleontological resources will occur.

3.5.D. Would the project disturb any human remains, including those interred outside of formal cemeteries? ● No Impact.

There are no cemeteries located in the immediate area of the project site. The nearest cemetery to the project site is Lincoln Memorial Park. This cemetery is located along both sides of Central Avenue approximately 0.76 miles northeast of the project site.[31] The proposed project will be restricted to the designated project site and will not affect the aforementioned cemetery. In the unlikely event that remains are uncovered by construction crews and/or the Native American Monitors, all excavation/grading activities shall be halted and the Los Angeles County Sheriffs Department will be contacted (the Department will then contact the County Coroner). Title 14; Chapter 3; Article 5; Section 15064.5 of CEQA will apply in terms of the identification of significant archaeological resources and their salvage. Adherence to the mitigation provided in Subsection 3.5.2.B will reduce potential impacts to levels that are less than significant. As a result, no impacts are anticipated.

[30] United States Geological Survey. *What is the Quaternary?* http://geomaps.wr.usgs.gov/sfgeo/quaternary/stories/what_is.html.

[31] Google Earth. Website accessed December 15, 2016.

3.5.3 SIGNIFICANT EFFECTS

The analysis of potential cultural resources impacts indicated that no significant adverse impacts would result from the proposed project's implementation. Even though the project site has been disturbed to accommodate the existing on-site development, mitigation provided in Section 3.5.B is required based on the AB-52 consultation with the Gabrieleño-Kizh Nation. This mitigation measure will reduce potential impacts to cultural resources to levels that are less than significant.

3.6 GEOLOGY & SOILS IMPACTS

Section	Description of Issue	Potentially Significant Impact	Less than Significant Impact with Mitigation	Less Than Significant Impact	No Impact
3.6.A	Would the project expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving rupture of a known earthquake fault, ground–shaking, liquefaction, or landslides?			X	
3.6.B	Would the project result in substantial soil erosion or the loss of topsoil?			X	
3.6.C	Would the project be located on a soil or geologic unit that is unstable, or that would become unstable as a result of the project, and potentially result in on-site or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?			X	
3.6.D	Would the project result in or expose people to potential impacts, including location on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (2012) creating substantial risks to life or property?		X		
3.6.E	Would the project be located on soils that are incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?				X

3.6.1 THRESHOLDS OF SIGNIFICANCE

In accordance with the provisions of CEQA, a project may be deemed to have a significant adverse impact on the environment if it results in the following:

- The exposure of people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving rupture of a known earthquake fault, ground–shaking, liquefaction, or landslides;

- Substantial soil erosion or the loss of topsoil;

- The locating of a project on a soil or geologic unit that is unstable, or that would become unstable as a result of the project, and potentially result in on-site or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse;

- The exposure of people to potential impacts, including location on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (2012) creating substantial risks to life or property; or,

- The locating of a project on soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water.

3.6.2 ENVIRONMENTAL ANALYSIS

3.6.A. Would the project expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving rupture of a known earthquake fault, ground–shaking, liquefaction, or landslides? ● Less than Significant Impact.

The City of Compton and the project site is located in the Peninsular Ranges Physiographic Province of California. The Peninsular Ranges include mountainous areas that extend from the western edge of the continental borderland to the Salton Trough and from the Transverse Ranges Physiographic Province in the north to the tip of Baja California in the south. The province is characterized by elongated, northwest-southeast trending mountain ranges and valleys, and it is truncated at its northern margin by the east-west grain of the Transverse Ranges. The project area has been mapped and is underlain by Quaternary-age alluvial materials (Qa).[32]

The City of Compton is located in a seismically active region (refer to Exhibit 3-2). Many major and minor local faults traverse the entire Southern California region, posing a threat to millions of residents including those who reside in the City. Earthquakes from several active and potentially active faults in the Southern California region could affect the proposed project site. In 1972, the Alquist-Priolo Earthquake Zoning Act was passed in response to the damage sustained in the 1971 San Fernando Earthquake. The Alquist-Priolo Special Studies Zoning (APSSZ) Act's main purpose is to prevent the construction of buildings used for human occupancy on the surface trace of active faults.[33] The City of Compton is not on the list; therefore, the risk from potential fault rupture is considered low.[34] Even though Compton is not on the list, there are a number of known faults within close proximity to the City. The closest known fault is the Compton Fault, which is located approximately one mile west of the project site along Alondra Boulevard.[35] This fault is part of the larger Newport-Inglewood Alquist-Priolo special studies zone. The potential impacts in regards to ground shaking and fault rupture are less than significant since the risk is no greater in and around the project site than for the rest of the area.

[32] United States Geological Survey. *Evaluating Earthquake Hazards in the Los Angeles Region-An Earth Science Perspective (USGS Professional Paper 1360).* 1981.

[33] California Department of Conservation. *What is the Alquist-Priolo Act* http://www.conservation.ca.gov/cgs/rghm/ap/.Pages/main.aspx.

[34] California Department of Conservation. Table 4, Cities and Counties Affected by Alquist-Priolo Earthquake Fault Zones as of January 2010.

[35] California Department of Conservation. *South Gate Quadrangle Topographic Map.* Additional source: *Google Earth.* Websites accessed December 15, 2016.

EXHIBIT 3-2
NEAREST APSSZ TO PROJECT SITE
SOURCE: CALIFORNIA GEOLOGICAL SURVEY

3.6.B. Would the project result in substantial soil erosion or the loss of topsoil? ● Less than Significant Impact.

According to the soil maps prepared for Los Angeles County by the United States Department of Agriculture, the project site is underlain with soils of the Ramona-Placentia association. The United States Department of Agriculture classifies soils based on their limitations or hazard risk. The Ramona-Placentia soils association was placed into Class II, which are soils described as having some limitations.[36] Soils of the Ramona-Placentia association have a slight to moderate erosion hazard; however, construction activities and the placement of "permanent vegetative cover" will reduce the soil's erosion risk. As a result, the potential impacts are considered to be less than significant.

3.6.C. Would the project be located on a soil or geologic unit that is unstable, or that would become unstable as a result of the project, and potentially result in on-site or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse? ● Less than Significant Impact.

The project site is underlain by soils of the Ramona-Placentia association. Soils that belong to the Ramona-Placentia association are well-drained, have a slight erosion risk, have very slow soil permeability, and are primarily used for urban development. The surrounding area is relatively level and is at no risk for landslides (refer to Exhibit 3-3). Lateral spreading is a phenomenon that is characterized by the horizontal, or lateral, movement of the ground. Lateral spreading could be liquefaction induced or can be the result of excess moisture within the underlying soils. Liquefaction induced lateral spreading will not affect the proposed car wash since the new building will be constructed with strict adherence to the most pertinent State and City building codes. The Ramona-Placentia soils exhibit certain shrink swell characteristics (refer to Section 3.6.2.D). These soils become sticky when wet and expand according to the moisture content present at the time. An influx of groundwater may be absorbed by the soils and could lead to lateral spreading, though the impacts are considered to be less than significant since the building will be constructed with the strict adherence to the most pertinent State and City building codes.

The soils that underlie the project site (Ramona-Placentia) may be prone to subsidence due to its shrink swell characteristics.[37] Subsidence occurs via soil shrinkage and is triggered by a significant reduction in an underlying groundwater table, thus causing the earth on top to sink. Although the construction of the proposed project is not anticipated to uncover or drain any underlying groundwater table, the mitigation provided in Section 3.6.2.D will address potential impacts related to subsidence. Grading and other construction activities are not expected to reach the depths required to encounter an underlying groundwater aquifer. In addition, the project will be required to be connected to the City's water lines; therefore, the project's operation will not affect any underlying groundwater.

[36] United States Department of Agriculture, Soil Conservation Service. *Report and General Soil Map, Los Angeles County, California.* Revised 1969.

[37] Subsidence Support. *What Causes House Subsidence?* http://www.subsidencesupport.co.uk/what-causes-subsidence.html

MAP EXPLANATION

Zones of Required Investigation:

Liquefaction

Areas where historic occurrence of liquefaction, or local geological, geotechnical and groundwater conditions indicate a potential for permanent ground displacements such that mitigation as defined in Public Resources Code Section 2693(c) would be required.

Earthquake-Induced Landslides

Areas where previous occurrence of landslide movement, or local topographic, geological, geotechnical and subsurface water conditions indicate a potential for permanent ground displacements such that mitigation as defined in Public Resources Code Section 2693(c) would be required.

EXHIBIT 3-3
LIQUEFACTION RISK
SOURCE: CALIFORNIA GEOLOGICAL SURVEY

The site is located in an area that is subject to liquefaction; however, since the surrounding areas and cities are located in a liquefaction zone, the effects are expected to be less than significant with conformance with the most stringent building standards. As a result, the potential impacts are anticipated to be less than significant.

3.6.D. Would the project result in or expose people to potential impacts, including location on expansive soil, as defined in Table 18-1-B of the California Building Code (2012) creating substantial risks to life or property? ● Less than Significant Impact with Mitigation.

The soils that underlie the project site belong to the Ramona-Placentia association, which exhibit certain shrink swell characteristics. Shrinking and swelling is influenced by the amount of clay present in the underlying soils.[38] These soils become sticky when wet and expand according to the moisture content present at the time. If soils consist of expansive clay, damage to foundations and structures may occur. In order to prevent foundation damage, the following mitigation is recommended:

- Prior to the commencement of construction related activities, the project structural engineer must determine the nature and extent of foundation and construction elements required to address potential expansive soil impacts. The project contractors will be required to comply with the structural engineers and the geotechnical recommendations.

Adherence to the above mitigation will reduce potential impacts to levels that are less than significant.

3.6.E. Would the project be located on soils that are incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water? ● No Impact.

The existing facility is currently connected to the sanitary sewer system. No septic tanks would be used as part of the proposed project's operation. As a result, no impacts would result.

3.6.3 SIGNIFICANT EFFECTS

The analysis determined that the mitigation measure provided in Section 3.6.D will be effective in reducing potential impacts related to the potential for soil expansion and subsidence. With the implementation of the above mentioned mitigation measure, potential impacts will be reduced to levels that are less than significant.

[38] Natural Resources Conservation Service Arizona. *Soil Properties Shrink/Swell Potential.* http://www.nrcs.usda.gov/wps/portal/nrcs/detailfull/az/soils/?cid=nrcs144p2_065083.

3.7 GREENHOUSE GAS EMISSIONS IMPACTS

Section	Description of Issue	Potentially Significant Impact	Less than Significant Impact with Mitigation	Less Than Significant Impact	No Impact
3.7.A	Would the project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?			**X**	
3.7.B	Would the project conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing emissions of greenhouse gases?			**X**	

3.7.1 THRESHOLDS OF SIGNIFICANCE

In accordance with the provisions of CEQA, a project may be deemed to have a significant adverse impact on greenhouse gas emissions if it results in any of the following:

- The generation of greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment; and,
- The potential for conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing emissions of greenhouse gases.

3.7.2 ENVIRONMENTAL ANALYSIS

3.7.A. Would the project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment? ● Less than Significant Impact.

Greenhouse gas (GHG) emissions are emitted by both natural processes and human activities. Examples of GHG that are produced both by natural and industrial processes include carbon dioxide (CO_2), methane (CH_4), and nitrous oxide (N_20).[39] The proposed project involves the construction and operation of an automated car wash and other related on-site improvements. Table 3-4 summarizes annual greenhouse gas emissions from build-out of the proposed project. The SCAQMD has established a number of CEQA thresholds for significant GHG emissions though only one for industrial development is a quantified threshold. The latest threshold developed by SCAQMD is 10,000 metric tons carbon dioxide equivalent ($MTCO_2E$) per year for industrial projects. As indicated in Table 3-4, the CO_2E total for the project is 1,263.75 pounds per day or 0.58 metric tons per day. This translates into 211.7 metric tons per year, which is well below the threshold of 10,000 metric tons per year. Thus, impacts are expected to be less than significant.

[39] California, State of. OPR Technical Advisory – CEQA and Climate Change: Addressing Climate Change through the California Environmental Quality Act (CEQA) Review. June 19, 2008.

Table 3-4
Greenhouse Gas Emissions Inventory

Source	GHG Emissions (Lbs/Day)			
	CO_2	CH_4	N_2O	CO_2E
Long-term Area Emissions	--	--	--	--
Long-term Energy Emissions	17.95	--	--	18.06
Long-term Mobile Emissions	1,244.65	0.05	--	1,245.69
Total Long-term Emissions	**1,262.60**	**0.05**	**--**	**1,263.75**

Source: CalEEMod.

As indicated previously, the GHG emissions will be well below the SCAQMD's thresholds. As a result, the impacts are less than significant.

3.7.B. Would the project conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing emissions of greenhouse gases? ● Less than Significant Impact.

The proposed project involves the construction and operation of an automated car wash and other related on-site improvements. The proposed project would incorporate a number of several design features that are consistent with the California Office of the Attorney General's recommended policies and measures to reduce GHG emissions. A list of the Attorney General's recommended measures and the project's conformance with each are listed in Table 3-5.

Table 3-5
Project Consistency With the Attorney General's Recommendations

Attorney General's Recommended Measures	Project Compliance	Percent Reduction
Smart growth, jobs/housing balance, transit-oriented development, and infill development through land use designations, incentives and fees, zoning, and public-private partnerships.	**Compliant.** The proposed project will facilitate new infill development in an urban area.	10%-20%
Create transit, bicycle, and pedestrian connections through planning, funding, development requirements, incentives and regional cooperation; create disincentives for auto use; and implement TDM measures.	**Compliant.** As part of the proposed improvements, a new sidewalk and landscaping will be installed.	5%
Energy- and water-efficient buildings and landscaping through ordinances, development fees, incentives, project timing, prioritization, and other implementing tools.	**Compliant.** The new buildings will be required to comply with the City's low impact development (LID) guidelines where applicable. The project will also be required to install modern storm water runoff controls. The project will be consistent with the requirements of AB-1881.	10%
Waste diversion, recycling, water efficiency, energy efficiency, and energy recovery in cooperation with public services, districts and private entities.	**Compliant.** The project's contractors will be required to adhere to the use of sustainability practices involving waste diversion, recycling, water efficiency, energy efficiency, and energy recovery.	0.5%

Table 3-5
Project Consistency With the Attorney General's Recommendations

Attorney General's Recommended Measures	Project Compliance	Percent Reduction
Urban and rural forestry through tree planting requirements and programs; preservation of agricultural land and resources that sequester carbon; heat island reduction programs.	**Compliant.** The project will involve the installation of additional landscaping beyond that which presently exists.	0.5%
Regional cooperation to find cross-regional efficiencies in GHG reduction investments and to plan for regional transit, energy generation, and waste recovery facilities.	**Compliant.** Refer to responses above.	NA
Total Reduction Percentage:		**36.0%**

Source: California Office of the Attorney General, *Sustainability and General Plans: Examples of Policies to Address Climate Change,* updated January 22, 2010.

As indicated in the table, the proposed project would not impede the implementation of any of the CARB's recommended actions. As a result, the potential impacts are less than significant.

3.7.3 SIGNIFICANT EFFECTS

The proposed project would not result in any significant impacts with respect to greenhouse gas emissions. As a result, no mitigation measures are required.

3.8 HAZARDS & HAZARDOUS MATERIALS IMPACTS

Section	Description of Issue	Potentially Significant Impact	Less than Significant Impact with Mitigation	Less Than Significant Impact	No Impact
3.8.A	Would the project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?		X		
3.8.B	Would the project create a significant hazard to the public or the environment or result in reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?				X
3.8.C	Would the project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?				X
3.8.D	Would the project be located on a site, which is included on a list of hazardous material sites compiled pursuant to Government Code §65962.5, and as a result, would it create a significant hazard to the public or the environment?				X
3.8.E	Would the project be located within an airport land use plan, or where such a plan has not been adopted, within two miles of a public airport or a public use airport, would the project result in a safety hazard for people residing or working in the project area?				X
3.8.F	Would the project impair implementation of, or physically interfere with, an adopted emergency response plan, emergency response plan, or emergency evacuation plan?				X
3.8.G	Would the project be located within the vicinity of a private airstrip, result in a safety hazard for people residing or working in the project area?				X
3.8.H	Would the project expose people or structures to a significant risk of loss, injury, or death involving wild land fire, including where wild lands are adjacent to urbanized areas or where residences are intermixed with wild lands?				X

3.8.1 THRESHOLDS OF SIGNIFICANCE

In accordance with the provisions of CEQA, a project may be deemed to have a significant adverse impact on risk of upset and human health if it results in any of the following:

- The creation of a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials;

- The creation of a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment;

- The generation of hazardous emissions or the handling of hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school;

- The locating of a project on a site that is included on a list of hazardous material sites compiled pursuant to Government Code Section 65962.5 resulting in a significant hazard to the public or the environment;

- A project located within an area governed by an airport land use plan, or where such a plan has not been adopted, within two miles of a public airport or a public use airport;

- A project located in the vicinity of a private airstrip that would result in a safety hazard for people residing or working in the project area;

- The impairment of the implementation of, or physical interference with, an adopted emergency response plan or emergency evacuation plan; or,

- The exposure of people or structures to a significant risk of loss, injury, or death involving wild land fire, including where wild lands are adjacent to urbanized areas or where residences are intermixed with wild lands.

3.8.2 ENVIRONMENTAL ANALYSIS

3.8.A. Would the project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials? ● Less than Significant Impact with Mitigation.

The proposed project involves the construction and operation of an automated car wash and other related on-site improvements. No hazardous materials will be used on-site beyond those which are used for routine cleaning and maintenance. The cleaning chemicals that will be used by the automated car wash consist of those that are biodegradable. In addition, the project Applicant must conform to all Regional Water Quality Control Board discharge requirements. The car wash will use clarifiers to reuse at least 50 percent of the water used at the car wash. The recycling of the water ensures that no contaminated water is discharged off-site. Although the chemicals that will be used to clean the cars are not considered hazardous, patrons may potentially dispose hazardous chemicals on-site such as motor oil and other vehicle fluids. Therefore, the following mitigation is required:

- Separate trash bins must be provided on-site for the disposal of vehicle lubricants and fluids, parts, and other maintenance accessories. These trash bins must be located at every parking stall and must be properly labeled.

3.8.B. Would the project create a significant hazard to the public or the environment, or result in reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment? ● No Impact.

Due to the nature of the proposed project (an automated carwash), no hazardous materials will be used on-site beyond those which are used for routine cleaning and maintenance. In the event that any of the project's existing or future tenants will require the use, transport, or disposal of hazardous materials, the affected tenant(s) will need to comply with all Federal and State regulations regarding the handling and transportation of hazardous materials should the use of those materials be required for daily operations. Adherence to the regulations outlined in Section 3.8.2.A will minimize the potential for an accidental release of toxic chemicals into the environment.

3.8.C. Would the project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school? ● No Impact.

The nearest school to the project site is Crystal Stair Head Start Program's Sullivan site, located approximately 50 feet east of the project site, on the east side of South Wilmington Avenue. However, the activities anticipated as part of the facility's operation would not result in the emissions of any hazardous substances. As a result, no impacts related to the emissions of hazardous materials associated with the project's operation are anticipated.

3.8.D. Would the project be located on a site, which is included on a list of hazardous material sites compiled pursuant to Government Code Section 65962.5, and, as a result, would it create a significant hazard to the public or the environment? ● No Impact.

Government Code Section 65962.5 refers to the Hazardous Waste and Substances Site List, commonly known as the Cortese List, maintained by the California Department of Toxic Substances Control. The Cortese list contains hazardous waste and substance sites including public drinking water wells with detectable levels of contamination, sites with known underground storage tanks (USTs) having a reportable release, solid waste disposal facilities from which there is a known migration, hazardous substance sites selected for remedial action, historic Cortese sites, and sites with known toxic material identified through the abandoned site assessment program. A search of the Envirostor Hazardous Waste and Substances Site "Cortese" List database did not return any results within the City of Compton.[40] As a result, no impacts will occur upon the implementation of the proposed project.

[40] California, State of, Department of Toxic Substances Control, *DTSC's Hazardous Waste and Substances Site List - Site Cleanup (Cortese List),* 2009.

3.8.E. Would the project be located within an airport land use plan, or where such a plan has not been adopted, within two miles of a public airport or a public use airport, would the project result in a safety hazard for people residing or working in the project area? ● No Impact.

The nearest airport to the project site is the Compton/Woodley Airport, located approximately 100 feet to the north, on the north side of West Alondra Boulevard.[41] The Compton/Woodley Airport has several runways; the longest being a paved runway extending 3,670 feet. The project site is not located within a designated Air Installations Compatible Use Zone of the Compton/Woodley Airport.[42] In addition, the site is not located within the designated Runway Protection Zone and the proposed project will not penetrate the airport's 20:1 slope.[43] Essentially, the proposed project will not introduce a building that will interfere with the approach and take off of airplanes utilizing the aforementioned airport. The runway protection zones for approaches and takeoffs are 1,000 feet and only extend to the east and west. These protection zones do not extend to the project site since the site is located south of the airport. As a result, the construction and subsequent operation of the automated car wash would not present a safety hazard related to aircraft or airport operations at a public use airport and no impacts will occur.

3.8.F. For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area? ● No Impact.

There are no private airports located in Compton or in the adjacent cities. As a result, the project site is not located within two miles of an operational private airport or airstrip. As a result, the people working in the project area would not be impacted.

3.8.G. Would the project impair implementation of, or physically interfere with, an adopted emergency response plan or emergency evacuation plan? ● No Impact.

At no time will Wilmington Avenue or Alondra Boulevard or any of the surrounding streets be completely closed to traffic. The construction plan must identify specific provisions for the regulation of construction vehicle ingress and egress to the project site during construction as a means to provide continued through-access along Wilmington Avenue and Alondra Boulevard. As a result, no impacts are associated with the proposed project's implementation.

3.8.H. Would the project expose people or structures to a significant risk of loss, injury, or death involving wild land fire, including where wild lands are adjacent to urbanized areas or where residences are intermixed with wild lands? ● No Impact.

The project site and the adjacent properties are urbanized and there are no areas of native or natural vegetation found within the vicinity of the project site. The project site is located outside of any wildfire

[41] Google Earth. Website accessed December 16, 2016.

[42] The AICUZ zone is a designated clearance area near the aircraft approach and takeoff areas. The FAA instructions call for aircraft to avoid airspace around the County courthouse building located approximately 650 feet to the southwest.

[43] Los Angeles County Department of Regional Planning. *Los Angeles County Airport Land Use Commission (ALUC), Airport Layout Plan*. http://planning.lacounty.gov/assets/upl/project/aluc_compton-plan.pdf

risk designation, or any areas where there is natural vegetation that may represent a significant wildfire risk. As a result, no risk from wildfire is anticipated with the approval and subsequent implementation of the proposed project and no impacts will occur.

3.8.3 SIGNIFICANT EFFECTS

The environmental analysis determined that no significant impacts regarding hazards and hazardous materials will result upon the implementation of the proposed project. Therefore, no mitigation measures are required.

3.9 HYDROLOGY & WATER QUALITY IMPACTS

Section	Description of Issue	Potentially Significant Impact	Less than Significant Impact with Mitigation	Less Than Significant Impact	No Impact
3.9.A	Would the project violate any water quality standards or waste discharge requirements?			X	
3.9.B	Would the project substantially deplete groundwater supplies or interfere substantially with groundwater recharge in such a way that would cause a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?			X	
3.9.C	Would the project substantially alter the existing drainage pattern of the site or area, including the alteration of the course of a stream or river, in a manner, which would result in substantial erosion or siltation on- or off-site?				X
3.9.D	Would the project substantially alter the existing drainage pattern of the site or area, including the alteration of the course of a stream or river, in a manner which would result in flooding on- or off-site?				X
3.9.E	Would the project create or contribute runoff water, which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff?		X		
3.9.F	Would the project substantially degrade water quality?				X
3.9.G	Would the project place housing within a 100-year flood hazard area as mapped on a Federal Flood Hazard Boundary or Flood Insurance Rate Map, or other flood hazard delineation map?				X
3.9.H	Would the project place within a 100-year flood hazard area, structures which would impede or redirect flood flows?				X
3.9.I	Would the project expose people or structures to a significant risk of flooding as a result of dam or levee failure?			X	
3.9.J	Would the project result in inundation by seiche, tsunami, or mudflow?				X

3.9.1 THRESHOLDS OF SIGNIFICANCE

In accordance with the provisions of CEQA, a project may be deemed to have a significant adverse environmental impact on water resources or water quality if it results in any of the following:

- A violation of any water quality standards or waste discharge requirements;
- A substantial depletion of groundwater supplies or interference with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level;
- A substantial alteration of the existing drainage pattern of the site or area through the alteration of the course of a stream or river in a manner that would result in substantial erosion or siltation on- or off-site;
- A substantial alteration of the existing drainage pattern of the site or area, including the alteration of the course of a stream or river, in a manner that would result in flooding on- or off-site;
- The creation or contribution of water runoff that would exceed the capacity of existing or planned storm water drainage systems or the generation of substantial additional sources of polluted runoff;
- The substantial degradation of water quality;
- The placement of housing within a 100-year flood hazard area as mapped on a Federal Flood Hazard Boundary or Flood Insurance Rate Map, or other flood hazard delineation map;
- The placement of structures within 100-year flood hazard areas that would impede or redirect flood flows;
- The exposure of people or structures to a significant risk of flooding as a result of dam or levee failure; or,
- The exposure of a project to inundation by seiche, tsunami, or mudflow.

3.9.2 ENVIRONMENTAL ANALYSIS

3.9.A. Would the project violate any water quality standards or waste discharge requirements? ● Less than Significant Impact.

The Los Angeles River is located approximately 2.8 miles east of the project site and Compton Creek is located approximately 1.25 miles east of the site. The site is located over the Central Basin Pressure Area that contains several aquifers that, in turn, are confined by numerous aquicludes. The proposed project involves the construction and operation of an automated car wash and other related on-site improvements.

The proposed project will be required to implement storm water pollution control measures and to obtain storm water runoff permits pursuant to the National Pollutant Discharge Elimination System (NPDES) requirements. The project will utilize water clarifiers in order to reuse waste water that is produced as a by-product of the car wash. In addition, the chemicals that will be used to clean the cars will be biodegradable. Thus, the project will not introduce contaminated runoff into the local storm drain system. Adherence to the above mentioned regulations will reduce the potential impacts to levels that are less than significant.

3.9.B. Would the project substantially deplete groundwater supplies or interfere substantially with groundwater recharge in such a way that would cause a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of a pre-existing nearby well would drop to a level which would not support existing land uses or planned uses for which permits have been granted)? ● Less than Significant Impact.

The City of Compton is located within the central section of the Downey Plain, and is underlain by the Central groundwater basin. Water-bearing deposits found beneath the Downey plain include unconsolidated and semi-consolidated marine and non-marine alluvial sediments that yield significant amounts of groundwater. The Central Basin is bounded on the north by the Elysian and Repetto Hills; on the northeast by the Merced and Puente Hills; on the east by the Los Angeles County line; and on the southwest by the Newport-Inglewood fault along the Rosecrans, Dominguez, Signal, and Bixby Ranch Hills. Groundwater in the Central Basin is found in Holocene and Pleistocene Age sediments. Groundwater beneath the project site is regulated by the California Regional Water Quality Control Board (RWQCB) who has designated the groundwater beneath and in the vicinity of the site as a drinking water source. However, water supplies for the area come from a combination of groundwater and imported surface water and provided by municipal suppliers. Groundwater investigations have been conducted at facilities both immediately west and immediately north of the site. Groundwater has been reported at these sites at a depth of approximately 75 feet below ground surface with a general direction of flow to the east northeast. The proposed project involves the operation of an automated car wash and will increase future water consumption at the project site. Although water consumption will increase as a result of the proposed project, the proposed project will be connected to the City's utility lines and is not anticipated to deplete groundwater supplies. As a result, the potential impacts would be less than significant.

3.9.C. Would the project substantially alter the existing drainage pattern of the site or area, including the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site? ● No Impact.

As previously mentioned in Section 3.9.A, the proposed project will be required to implement storm water pollution control measures and to obtain storm water runoff permits pursuant to the National Pollutant Discharge Elimination System (NPDES) requirements. In addition, no natural drainage or riparian areas remain within the project site or surrounding area due to earlier development. No streams or rivers are located within the project site or in the immediate area. As a result, no significant erosion or siltation will occur upon project implementation.

3.9.D. Would the project substantially alter the existing drainage pattern of the site or area, including the alteration of the course of a stream or river in a manner which would result in flooding on- or off-site? ● No Impact.

As indicated previously, no naturally-occurring permanent surface water features exist within the project site or in the adjacent properties. In addition, the proposed project will be required to implement storm water pollution control measures and to obtain storm water runoff permits pursuant to the National Pollutant Discharge Elimination System (NPDES) requirements. As a result, no on-site or off-site flooding will occur upon project implementation.

3.9.E. Would the project create or contribute runoff water, which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff? ● Less than Significant Impact with Mitigation.

The proposed project will be required to implement storm water pollution control measures and to obtain storm water runoff permits pursuant to the National Pollutant Discharge Elimination System (NPDES) requirements. However, in the absence of mitigation, the impervious surfaces (i.e., internal driveways, parking areas, etc.) that will be constructed as part of the site's development could lead to the presence of debris, leaves, soils, oil/grease, and other pollutants within the parking areas. The following measures are required as a means to address potential stormwater impacts:

- All catch basins and public access points that cross or abut an open channel shall be marked by the Applicant with a water quality label in accordance with City standards. This measure must be completed and approved by the City Engineer prior to the issuance of a Certificate of Occupancy.

- The Applicant shall be responsible for the construction of all on-site drainage facilities as required by the City Engineer.

- The Applicant shall be responsible for the provision of berms and other design measures and controls that will prevent spillage during the dispensing of fuels. These are standard conditions required of all service stations. The compliance with these regulations must be demonstrated during plan check.

The aforementioned mitigation will reduce the potential impacts to levels that are less than significant.

3.9.F. Would the project otherwise substantially degrade water quality? ● No Impact.

The measures identified in Section 3.9.A would mitigate any potential water impacts related to the proposed car wash construction and operations. As a result, no additional impacts beyond those previously identified are anticipated.

3.9.G. Would the project place housing within a 100-year flood hazard area as mapped on a Federal Flood Hazard Boundary or Flood Insurance Rate Map, or other flood hazard delineation map? ● No Impact.

The project site and the immediate area are located within Flood Zone X as designated by the Federal Emergency Management Agency (FEMA). (Refer to Exhibit 3-4). This flood zone has an annual probability of flooding of less than 0.2 percent and represents areas outside the 500-year flood plain. In addition, the proposed project involves the operation of a car wash and will not introduce housing to the project site. Since the proposed project would not place housing within a flood zone, no impacts will result.

3.9.H. Would the project place within a 100-year flood hazard area, structures which would impede or redirect flood flows? ● No Impact.

As indicated previously, the project site is located within Flood Zone X as identified by FEMA ("Zone X" refers to areas located outside of a designated flood zone). As indicated in the proceeding section, this flood zone has an annual probability of flooding of less than 0.2 percent and represents areas outside the 500-year flood plain. As a result, no impacts are anticipated.

3.9.I. Would the project expose people or structures to a significant risk of flooding as a result of dam or levee failure? ● Less than Significant Impact.

The project area is located within a potential inundation area of the Whittier Narrows Dam. Virtually all of City of Compton is included within this potential inundation area. Emergency response and evacuation plans for the affected areas have been established by the County Sheriff's Department and the U.S. Corps of Engineers, to facilitate emergency operations in the event of dam failure or river overflow. Therefore, the impacts related to flood flows are anticipated to be less than significant.

3.9.J. Would the project result in inundation by seiche, tsunami, or mudflow? ● No Impact.

The project site would not be exposed to a tsunami since the site is located approximately 9.5 miles inland from the Pacific Ocean. There are no hillsides located in the area that would result in mudslides. In addition, there is no surface water bodies located in the immediate area that would result in a seiche. As a result, no impacts are expected.

3.9.3 SIGNIFICANT EFFECTS

As indicated previously, the area's hydrological characteristics would not substantially change due to the extent of the existing hardscape surfaces within the project site. However, mitigation is required to ensure that water run-off and water quality impacts are mitigated to levels that are less than significant.

EXHIBIT 3-4
FEMA FLOOD MAP
SOURCE: LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS

3.10 LAND USE & PLANNING IMPACTS

Section	Description of Issue	Potentially Significant Impact	Less than Significant Impact with Mitigation	Less Than Significant Impact	No Impact
3.10.A	Would the project physically divide an established community, or otherwise result in an incompatible land use?				**X**
3.10.B	Would the project conflict with an applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to, a general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?			**X**	
3.10.C	Would the project conflict with any applicable habitat conservation or natural community conservation plan?				**X**

3.10.1 THRESHOLDS OF SIGNIFICANCE

In accordance with the provisions of CEQA, a project may be deemed to have a significant impact on land use and development if it results in any of the following:

- The disruption or division of the physical arrangement of an established community;
- A conflict with an applicable land use plan, policy or regulation of the agency with jurisdiction over the project; and,
- A conflict with any applicable conservation plan or natural community conservation plan.

3.10.2 ENVIRONMENTAL ANALYSIS

3.10.A. Would the project physically divide an established community? ● No Impact.

The proposed project involves the construction and operation of an automated car wash and other related on-site improvements. The project site is located in the midst of an urbanized area located in the western portion of the City of Compton. Surrounding land uses and development in the vicinity of the project site include the following:

- *East of the project site.* South Wilmington Avenue extends along the project site's east side. Commercial uses are located east of the project site, near the southeast corner of Wilmington Avenue and Alondra Boulevard. These commercial uses include a Dollar Tree store and a Louisiana Famous Fried Chicken restaurant. A pre-school facility is located south of these commercial uses.

- *North of the project site*. West Alondra Boulevard extends along the project site's north side. A 7-11 convenience store is located directly north of the project site on the northwest corner of Wilmington Avenue and Alondra Boulevard. Further north and to the northwest is the Compton/Woodley Airport.

- *South of the project site*. West Raymond Street extends along the project site's south side. A church facility occupies frontage along West Raymond Street, on the south of the project site. Residential uses are located further south.

- *West of the project site*. A health care facility and a dental facility are located adjacent to the project site. Residential uses are located further west.

The northern portion of the project site is currently occupied by the Miracle Market. The southern portion of the project site currently consists of two vacant lots. No residential land uses are located within the project site. As a result, no impacts related to the division of an established residential neighborhood would occur upon project implementation.

3.10.B. Would the project conflict with an applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including but not limited to, a general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect? ● Less than Significant Impact.

The Compton General Plan and Zoning Ordinance defines the permitted land uses and the corresponding development standards within the City. The Zoning designation that is applicable to the project site is *CL (Limited Commercial)* (refer to Exhibit 3-5).[44] The northern portion of the project site that is occupied by the Miracle Market has a General Plan Land Use designation of *General Commercial* (refer to Exhibit 3-6).[45] The southern portion of the project site that consists of two vacant lots has a General Plan Land Use designation of *Medium Density Residential*.

Since the Zoning designation is consistent with the proposed use, a Zone Change will not be necessary as part of the proposed project's implementation. The proposed car wash is a conditionally permitted us within the C-L zone and as a result it will require the approval of a Conditional Use Permit. At the present time, the proposed car wash use for the southern portion of the project site is not consistent with its General Plan designation, which is currently Medium Density Residential. Therefore, a General Plan Amendment (GPA) will be required for the proposed car wash. The proposed GPA will bring the commercial use (the car wash) into conformance with the zoning. In addition, the GPA will bring the General Plan into conformance with the existing development within the site and around the intersection of Alondra and Wilmington. As a result, the potential impacts are considered less than significant.

[44] Compton, City of. *City of Compton Zoning Map*.

[45] Compton, City of. *City of Compton General Plan Map*.

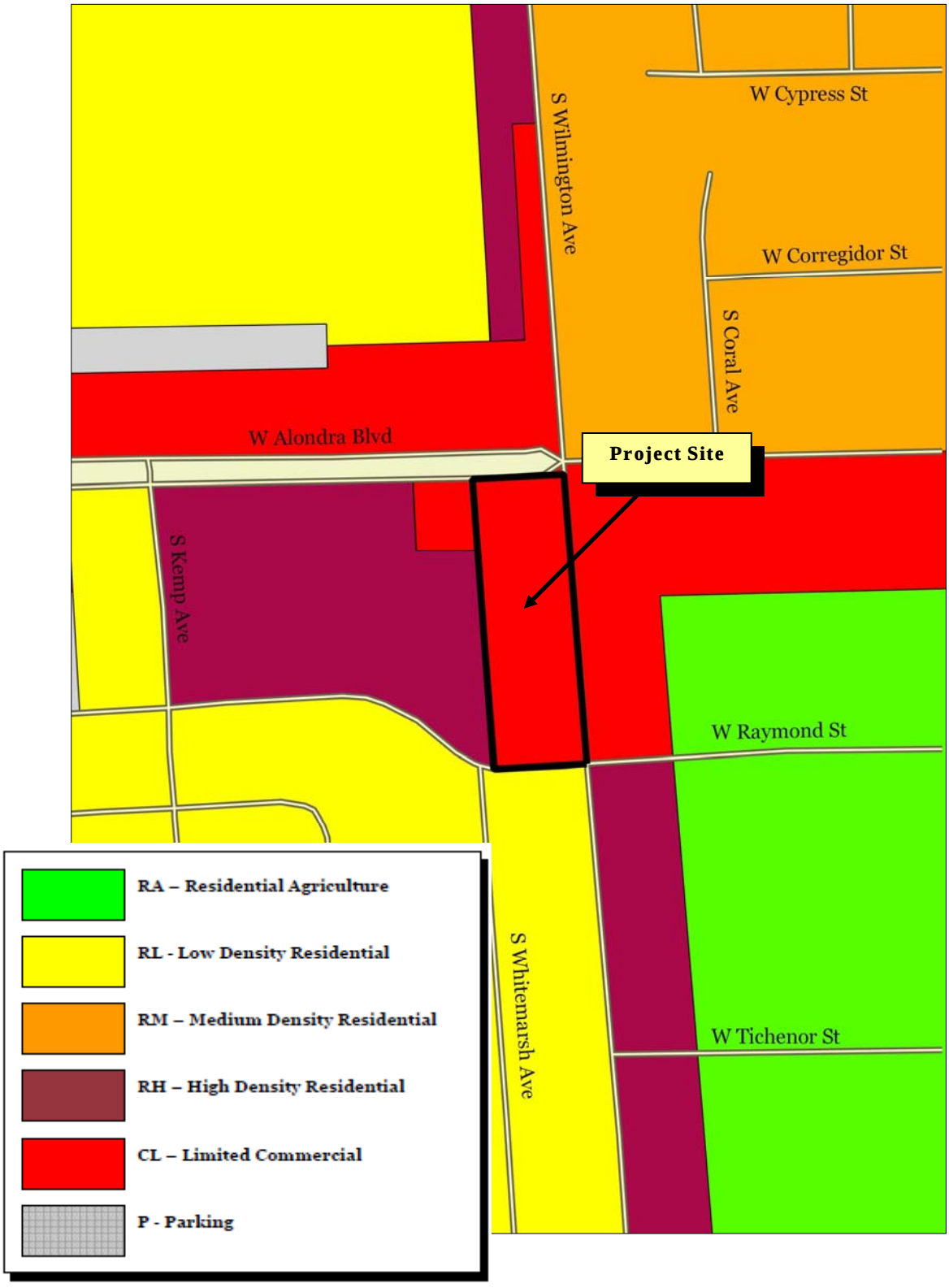

EXHIBIT 3-5
ZONING MAP
SOURCE: CITY OF SANTA FE SPRINGS

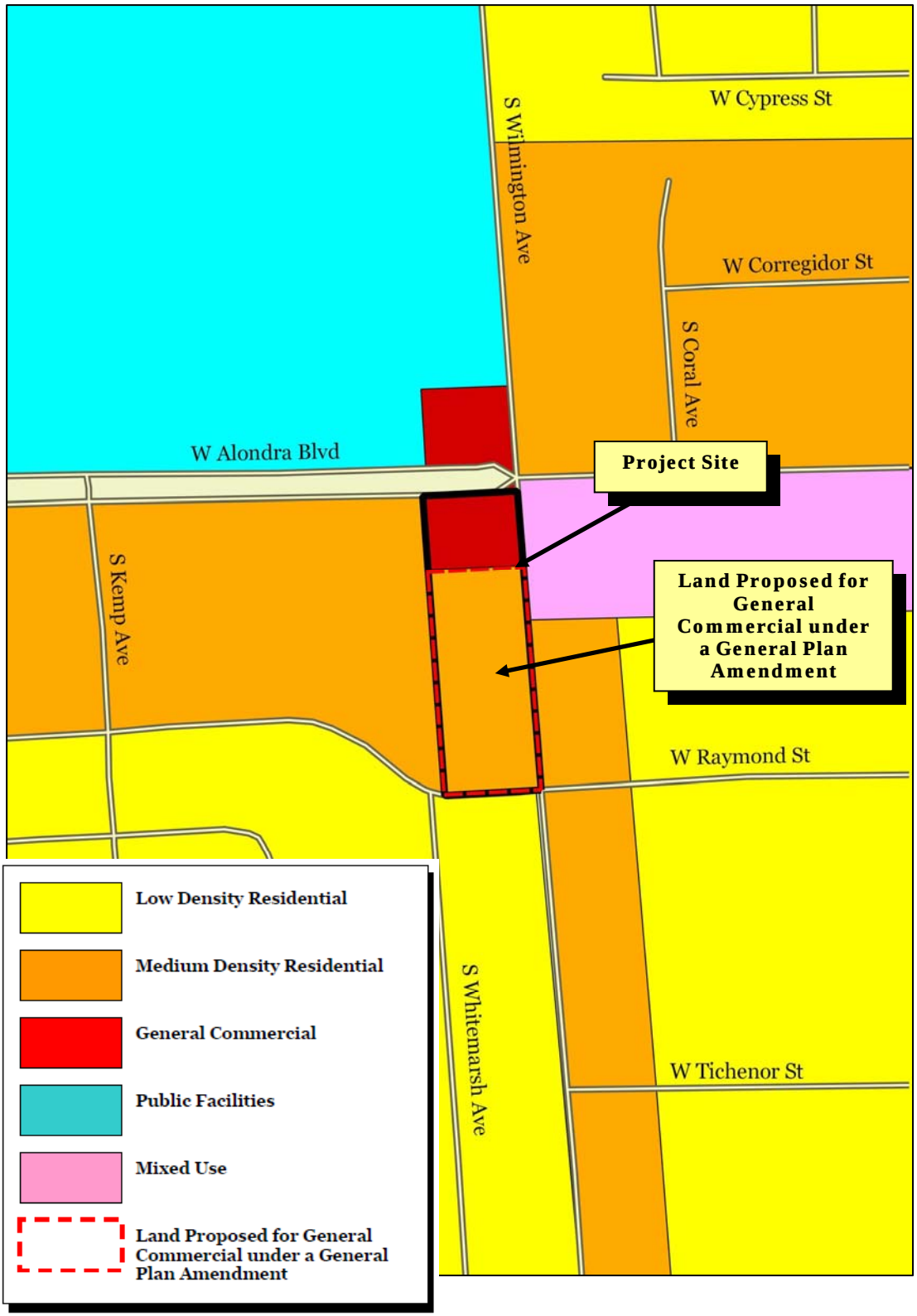

EXHIBIT 3-6
GENERAL PLAN MAP
SOURCE: CITY OF SANTA FE SPRINGS

3.10.C. Will the project conflict with any applicable habitat conservation plan or natural community conservation plan? ● No Impact.

The project site is located in the midst of an urbanized area within the western portion of the City of Compton. No natural or native habitats are found within the project site or within the adjacent parcels. In addition, there are no areas within the immediate vicinity that are subject to habitat conservation plans. As a result, no impacts will result.

3.10.3 SIGNIFICANT EFFECTS

The environmental analysis determined that the proposed project would not result in any significant unavoidable adverse impacts on land use and development. As a result, no mitigation is required.

3.11 MINERAL RESOURCES IMPACTS

Section	Description of Issue	Potentially Significant Impact	Less than Significant Impact with Mitigation	Less Than Significant Impact	No Impact
3.11.A	Would the project result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the State?				**X**
3.11.B	Would the project result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?				**X**

3.11.1 THRESHOLDS OF SIGNIFICANCE

In accordance with the provisions of CEQA, a project may be deemed to have a significant adverse impact on energy and mineral resources if it results in any of the following:

- The loss of availability of a known mineral resource that would be of value to the region and the residents of the State; or,

- The loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan.

3.11.A. Would the project result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the State? ● No Impact.

The project site does not contain sand, gravel, mineral, or timber resources. There are no active oil wells or natural resource extraction activities within the project site. A review of the California Division of Oil and Gas field records indicates that no abandoned wells are located within the project site.[46] One will is located approximately 125 feet west of the project site. As a result, no impacts re anticipated.

3.11.B. Would the project result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan? ● No Impact.

There are no mineral, oil, or energy extraction and/or generation activities within the project site or in the immediate area. The resources and materials used in the construction would not include any materials that are considered to be rare or unique. Thus, the project would not result in any effects on mineral resources in the region and no impacts will occur.

[46] California, State of. Department of Conservation. *Oil, Gas, and Geothermal – District 1 Maps*. December 2015.

3.11.3 SIGNIFICANT EFFECTS

The environmental analysis determined that the proposed project would not result in any significant unavoidable adverse impacts on mineral resources. As a result, no mitigation is required.

3.12 NOISE IMPACTS

Section	Description of Issue	Potentially Significant Impact	Less than Significant Impact with Mitigation	Less Than Significant Impact	No Impact
3.12.A	Would the project result in exposure of persons to, or the generation of, noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?			**X**	
3.12.B	Would the project result in exposure of people to, or the generation of, excessive ground-borne noise levels?			**X**	
3.12.C	Would the project result in substantial permanent increase in ambient noise levels in the project vicinity above noise levels existing without the project?			**X**	
3.12.D	Would the project result in substantial temporary or periodic increases in ambient noise levels in the project vicinity above levels existing without the project?			**X**	
3.12.E	For a project located with an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?				**X**
3.12.F	For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?				**X**

3.12.1 THRESHOLDS OF SIGNIFICANCE

In accordance with the provisions of CEQA, a project may be deemed to have a significant impact on the environment if it results in any of the following:

- The exposure of persons to, or the generation of, noise levels in excess of standards established in the local general plan, noise ordinance or applicable standards of other agencies;
- The exposure of people to, or the generation of, excessive ground-borne noise levels;
- A substantial permanent increase in ambient noise levels in the vicinity of the project above levels that exist without the project;
- A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project;
- The locating of a project within an area governed by an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or private use airport, where the project would expose people residing or working in the project area to excessive noise levels; or,

- The locating of a project within the vicinity of a private airstrip that would result in the exposure of people residing or working in the project area to excessive noise levels.

3.12.2 ENVIRONMENTAL ANALYSIS

3.12.A. Would the project result in exposure of persons to, or the generation of, noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies? ● Less than Significant Impact.

The most commonly used unit for measuring the level of sound is the decibel (dB). Zero on the decibel scale represents the lowest limit of sound that can be heard by humans. The eardrum may rupture at 140 dB. Noise levels that are associated with common, everyday activities are illustrated in Exhibit 3-7. In general, an increase of between 3.0 dB and 5.0 dB in the ambient noise level is considered to represent the threshold for human sensitivity. In other words, increases in ambient noise levels of 3.0 dB or less are not generally perceptible to persons with average hearing abilities.[47]

The proposed project involves the construction and operation of an automated car wash and other related on-site improvements. Noise associated with the proposed project's operations will include equipment noise from the car wash tunnel, the blow dryers located at the end of the car wash tunnel, and the vacuum cleaners located on the eastern portion of the project site. In addition, the project site is located in an area within the City of Compton that has a high level of ambient noise due to the project's site proximity to a major intersection and the Compton-Woodley Airport.

According to the General Plan, commercial uses are normally unacceptable in areas where the ambient noise levels exceed 75 dBA and are conditionally acceptable in areas where the ambient noise level ranges between 67 dBA and 78 dBA. Residential uses are normally unacceptable in areas where the ambient noise levels exceed 70 dBA and are conditionally acceptable in areas where the ambient noise level ranges between 55 dBA and 70 dBA.[48] Noise measurements were taken at a similar automated car wash facility and the average maximum noise level was approximately 80 dBA at a distance of 25 feet from the car wash tunnel blow dryers. Therefore, the implementation of the proposed project may expose sensitive receptors to excessive noise levels in the absence of mitigation measures.

The nearest noise sensitive land uses include the residential units that are located 50 feet to the west, southwest, and south of the project site.[49] The church located 50 feet south of the project site will attenuate sound travelling from the project site to the surrounding residential uses, since the church building obstructs the line-of-sight between the residential uses and the project site. Furthermore, noise generated on-site will diminish as it travels to the nearest residential uses. This effect is known as *spreading loss*. In general, the noise level adjustment that takes the spreading loss into account calls for a 6.0 dBA reduction for every doubling of the distance beginning with the initial 50-foot distance.

[47] Bugliarello, et. al., *The Impact of Noise Pollution,* Chapter 127, 1975.

[48] Compton, City of. *Draft City of Compton 2030 Comprehensive General Plan Update, Noise Element*. November 6, 2014.

[49] Google Earth. Website accessed October 6, 2016.

Although on-site noise levels will be diminished due to spreading loss and partially attenuated by the church building, mitigation is required to further diminish the on-site noise levels. The required mitigation includes:

- The Applicant must install signs in each parking stall that expressly prohibit the generation of excessive noise, such as engine revving and loud music.

- The car wash area will be secured after hours to prevent loitering and unauthorized parking of vehicles in the parking lot.

The on-site operational activities will be required to conform to the City's noise control requirements. The proposed project is not anticipated to generate excessive noise levels that would exceed the noise standards outlined in the City of Compton General Plan or those noise exposure limits identified in the pertinent City of Compton noise control requirements. The hours of operation will be limited to daytime hours and no activities will occur during the nighttime or early morning hours. As a result, less than significant impacts are anticipated to result from the proposed project's implementation.

3.12.B. Would the project result in exposure of people to, or the generation of, excessive ground-borne noise levels? ● Less than Significant Impact.

The proposed project involves the construction and operation of an automated car wash and other related on-site improvements. Noise associated with the proposed project's operations will include equipment noise from the car wash tunnel, the blow dryers located at the end of the car wash tunnel, and the vacuum cleaners located on the eastern portion of the project site.

These calculations include noise reductions to account for the attenuation provided by the equipment and cars that would be inside the car wash. Noise measurements were taken at a similar automated car wash facility and the average maximum noise level was approximately 80 dBA at a distance of 25 feet from the car wash tunnel blow dryers. Noise measurements were taken at a similar automated car wash facility and the average maximum noise level was approximately 80 dBA at a distance of 25 feet from the car wash tunnel blow dryers. Therefore, the implementation of the proposed project may expose sensitive receptors to excessive noise levels in the absence of mitigation measures. The aforementioned mitigation measures under 3.12.A will further reduce the potential noise impacts. In addition, the proposed car wash will not employ any equipment that would induce ground-borne vibration. As a result, the impacts are considered to be less than significant.

3.12.C. Would the project result in a substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project? ● Less than Significant Impact.

The proposed project involves the construction and operation of an automated car wash and other related on-site improvements. Noise associated with the proposed project's operations will include equipment noise from the car wash tunnel, the blow dryers located at the end of the car wash tunnel, and the vacuum cleaners located on the eastern portion of the project site. The aforementioned mitigation measures under 3.12.A will further reduce the potential noise impacts. As a result, the potential impacts will be less than significant.

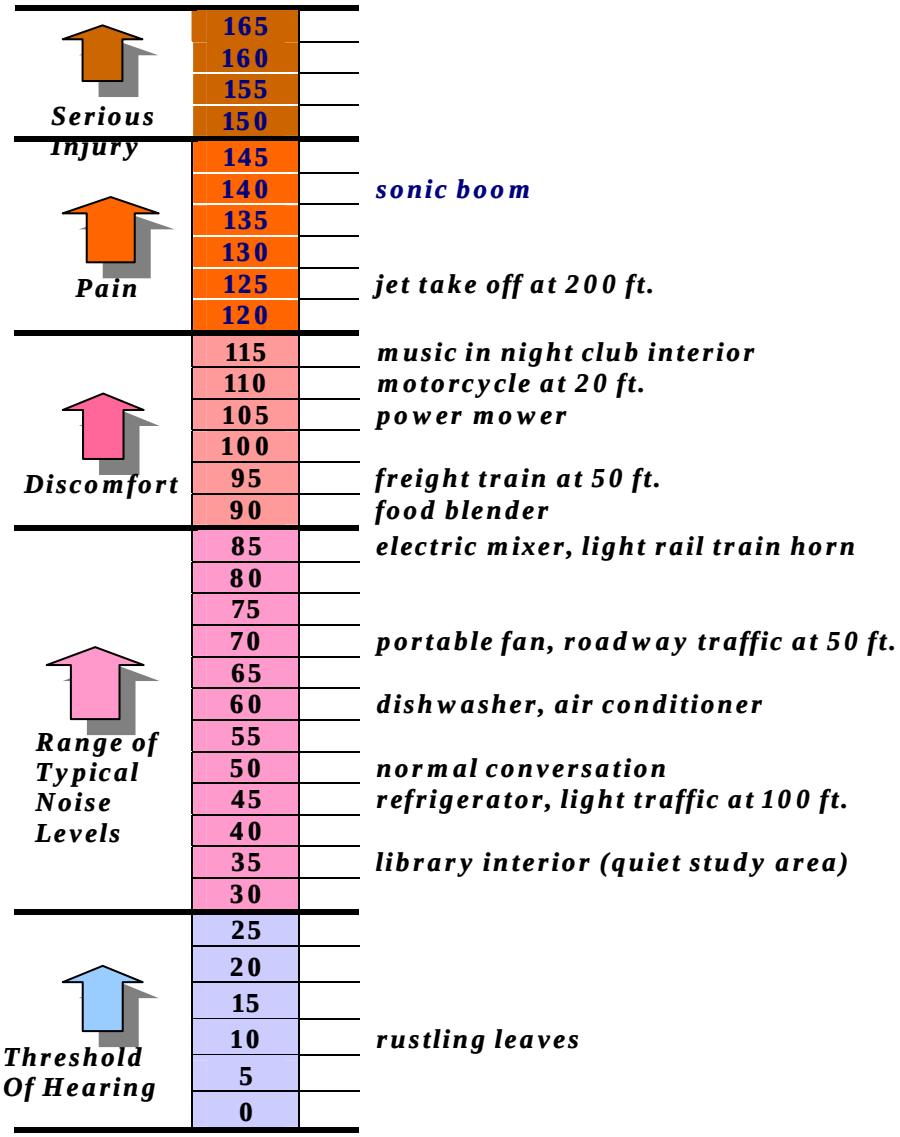

EXHIBIT 3-7
TYPICAL NOISE SOURCES AND LOUDNESS SCALE

Source: Blodgett Baylosis Environmental Planning

3.12.D. Would the project result in a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project? ● Less than Significant Impact.

Noise levels associated with various types of construction equipment are summarized in Exhibit 3-8. The noise levels are those that would be expected at a distance of 50 feet from the noise source. Composite construction noise is best characterized in a study prepared by Bolt, Beranek, and Newman. In the study, the noisiest phases of construction are anticipated to be 89 dBA as measured at a distance of 50 feet from the construction activity. In later phases during building erection, noise levels are typically reduced from these values and the physical structures further break up line-of-sight noise. However, as a worst-case scenario, the 89 dBA value was used as an average noise level for the construction activities at 50 feet from the noise sources. The nearest noise sensitive receptors are the residential units located approximately 50 feet west, southwest, and south of the project site. These sensitive noise receptors will not be significantly affected because the buildings that exist in between these receptors and the proposed project will block the noise. As a result, the impacts are anticipated to be less than significant.

3.12.E. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels? ● No Impact.

As indicated previously, the nearest airport to the project site is the Compton/Woodley Airport, located approximately 100 feet to the north, on the north side of West Alondra Boulevard.[50] The site is not located within the designated Runway Protection Zone.[51] However, the site is located within the airport's 65 CNEL boundary. Noise generated by aircraft utilizing the aforementioned airport will not affect patrons and employees because the car wash is not a noise sensitive use. In addition, the site's location in a 65 CNEL zone is considered insignificant because that noise range is conditionally acceptable for commercial uses. As a result, no impacts will occur.

3.12.F. Within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels? ● No Impact.

There are no private airports located in Compton or in the adjacent cities. As a result, the proposed project would not expose people residing or working in the project area to excessive noise levels and no impacts will result.

3.12.3 SIGNIFICANT EFFECTS

The analysis determined that mitigation measures would be required as a means to reduce potential construction noise impacts to levels that are less than significant.

[50] Google Earth. Website accessed December 16, 2016.

[51] Los Angeles County Department of Regional Planning. *Los Angeles County Airport Land Use Commission (ALUC), Airport Layout Plan*. http://planning.lacounty.gov/assets/upl/project/aluc_compton-plan.pdf

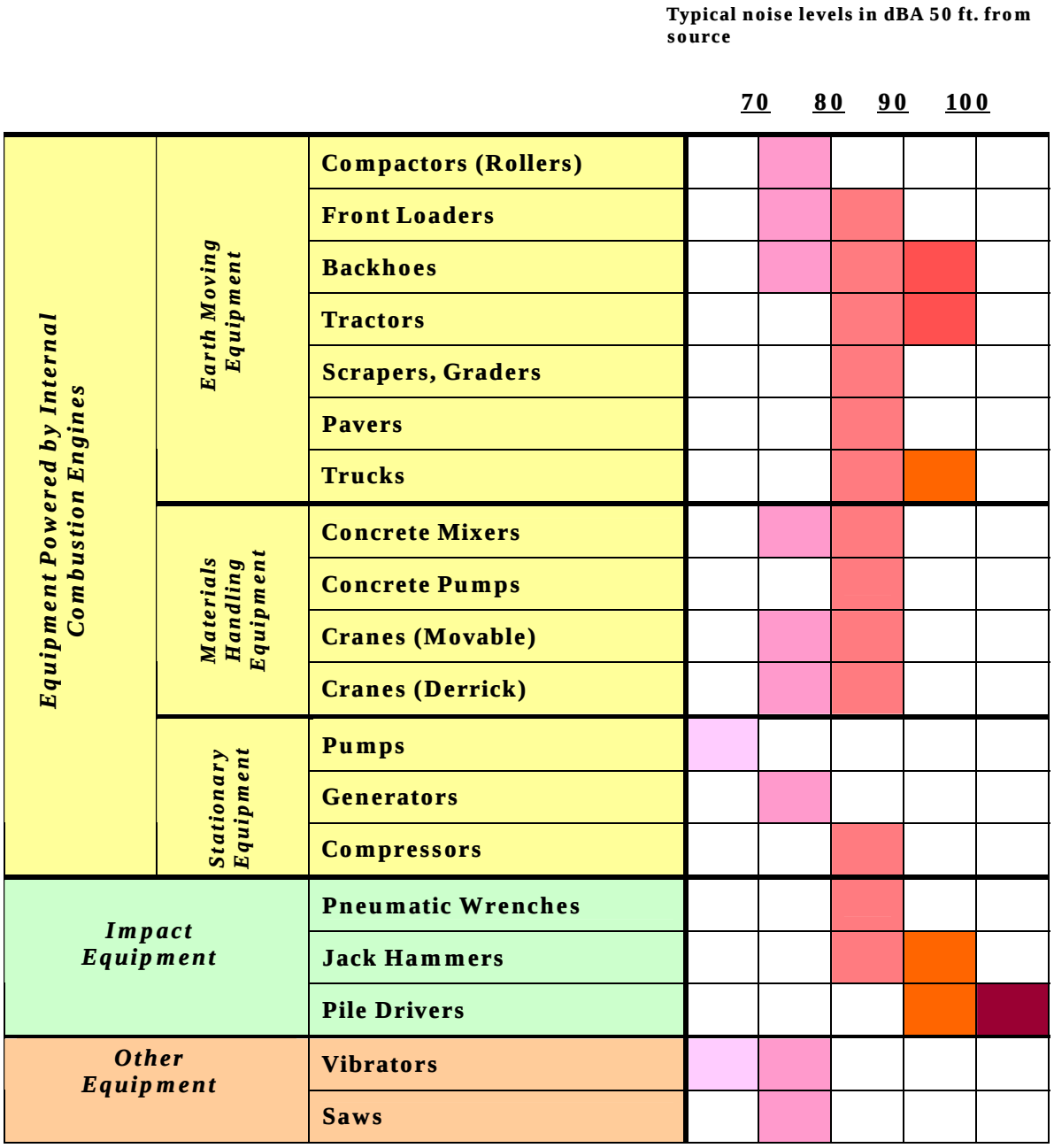

EXHIBIT 3-8
TYPICAL CONSTRUCTION NOISE LEVELS

Source: Blodgett Baylosis Environmental Planning

3.13 POPULATION & HOUSING IMPACTS

Section	Description of Issue	Potentially Significant Impact	Less than Significant Impact with Mitigation	Less Than Significant Impact	No Impact
3.13.A	Would the project induce substantial population growth in an area, either directly or indirectly?				**X**
3.13.B	Would the project displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?				**X**
3.13.C	Would the project displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?				**X**

3.13.1 THRESHOLDS OF SIGNIFICANCE

In accordance with the provisions of CEQA, a project may be deemed to have a significant impact on housing and population if it results in any of the following:

- A substantial growth in the population within an area, either directly or indirectly related to a project;
- The displacement of a substantial number of existing housing units, necessitating the construction of replacement housing elsewhere; or,
- The displacement of substantial numbers of people, necessitating the construction of replacement housing.

3.13.2 ENVIRONMENTAL ANALYSIS

3.13.A. Would the project induce substantial population growth in an area, either directly or indirectly?
● *No Impact.*

The proposed project involves the construction and operation of an automated car wash and other related on-site improvements. There are no dwelling units located on, or persons residing within, the boundaries of the project site. Furthermore, there are no homes that would be dislocated as part of the project's implementation. Thus, the use would not contribute to any growth-inducing impacts that would lead to increased population growth or facilitate new housing production.

3.13.B. Would the project displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere? ● No Impact.

As indicated in the previous section (Section 3.13.A), there are no dwelling units located on or persons residing within the existing project site. Furthermore, no homes would be displaced as part of the project's implementation. Since no housing units would be displaced as part of the proposed project's implementation, no replacement housing would be required, and no impacts will occur.

3.13.C. Would the project displace substantial numbers of people, necessitating the construction of replacement housing elsewhere? ● No Impact.

As indicated in the previous sections (Sections 3.13.A and 3.13.B), there are no dwelling units located on, or persons residing within, the boundaries of the project site. Furthermore, there are no homes that would be displaced as part of the proposed project's implementation. Since no housing units or persons would be displaced as part of the proposed project's implementation, no impacts will occur.

3.13.3 SIGNIFICANT EFFECTS

The environmental analysis in the preceding sections determined that the proposed project would not result in any significant adverse impacts on population and housing. As a result, no mitigation is required.

3.14 PUBLIC SERVICES IMPACTS

Section	Description of Issue	Potentially Significant Impact	Less than Significant Impact with Mitigation	Less Than Significant Impact	No Impact
3.14.A	Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, the construction of which would cause significant environmental impacts in order to maintain acceptable service ratios, response times, or other performance objectives in *fire protection* services?			**X**	
3.14.B	Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, the construction of which would cause significant environmental impacts in order to maintain acceptable service ratios, response times, or other performance objectives in *law enforcement services*?			**X**	
3.14.C	Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, the construction of which would cause significant environmental impacts in order to maintain acceptable service ratios, response times, or other performance objectives in *educational services*?				**X**
3.14.D	Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, the construction of which would cause significant environmental impacts in order to maintain acceptable service ratios, response times, or other performance objectives in *governmental services*?				**X**

3.14.1 THRESHOLDS OF SIGNIFICANCE

In accordance with the provisions of CEQA, a project may be deemed to have a significant adverse impact on public services if it results in any of the following:

- A substantial adverse physical impact associated with the provision of new or physically altered governmental facilities, the construction of which would cause significant environmental impacts in order to maintain acceptable service ratios, response times, or other performance objectives relative to *fire protection services*;

- A substantial adverse physical impact associated with the provision of new or physically altered governmental facilities, the construction of which would cause significant environmental impacts in order to maintain acceptable service ratios, response times, or other performance objectives relative to *law enforcement services*;

- A substantial adverse physical impact associated with the provision of new or physically altered governmental facilities, the construction of which would cause significant environmental impacts in order to maintain acceptable service ratios, response times, or other performance objectives relative to *educational services*; or,

- A substantial adverse physical impact associated with the provision of new or physically altered governmental facilities, the construction of which would cause significant environmental impacts in order to maintain acceptable service ratios, response times, or other performance objectives relative to *governmental services*.

3.14.2 ENVIRONMENTAL ANALYSIS

3.14.A. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, the construction of which would cause significant environmental impacts in order to maintain acceptable service ratios, response times or other performance objectives for fire protection services*? ● Less than Significant Impact.*

The City of Compton Fire Department (CFD) provides fire protection services in Compton. The headquarters, Station 1, is located at 201 South Acacia Avenue; Station 2 is located at 1323 East Palm Street; Station 3 is located at 1133 West Rosecrans Avenue; and Station 4 is located at 950 West Walnut Street. The first response station will be Station 4. The proposed project would not generally result in any new impacts on fire protection beyond those which already exist within the City. As a result, the proposed project's potential impacts are less than significant.

3.14.B. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, the construction of which would cause significant environmental impacts in order to maintain acceptable service ratios, response times, or other performance objectives for law enforcement services*? ● Less than Significant Impact.*

Police protection and law enforcement services are provided by the Los Angeles County Sheriffs Department (LACSD). The City and project site are served by the Compton Station, located at 301 South Willowbrook Avenue adjacent to the Compton City Hall. Emergency response times throughout the City averages approximately 2.5 minutes. The proposed project would not generally result in any additional impacts on law enforcement services beyond those that already exist within the City. As a result, the potential impacts are less than significant.

3.14.C. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, the construction of which would cause significant environmental impacts in order to maintain acceptable service ratios, response times, or other performance objectives for educational services*? ● No Impact.*

The City is located within the service area of the Compton Unified School District (CUSD). The district has a K-12 enrollment of 32,512 students. The CUSD operates a total of 24 elementary schools, eight middle

schools, three comprehensive high schools, and four alternative high schools. No student generation will occur with the operation of the proposed project and as a result, no impacts will occur.

3.14.D. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, the construction of which would cause significant environmental impacts in order to maintain acceptable service ratios, response times, or other performance objectives for other governmental services*? ● No Impact.*

No new governmental services would be needed to accommodate the proposed project. As a result, the proposed project is not expected to have any impact on existing governmental services.

3.14.3 SIGNIFICANT EFFECTS

The analysis determined that the proposed project's impacts are less than significant and would not require mitigation related to public services.

3.15 RECREATION IMPACTS

Section	Description of Issue	Potentially Significant Impact	Less than Significant Impact with Mitigation	Less Than Significant Impact	No Impact
3.15.A	Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?				**X**
3.15.B	Would the project affect existing recreational facilities or require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment?				**X**

3.15.1 THRESHOLDS OF SIGNIFICANCE

In accordance with the provisions of CEQA, a project may be deemed to have a significant adverse impact on the environment if it results in any of the following:

- The use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated; or,

- The construction or expansion of recreational facilities, which might have an adverse physical effect on the environment.

3.15.2 ENVIRONMENTAL ANALYSIS

3.15.A. Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated? ● No Impact.

The City of Compton Parks and Recreation Department maintains 13 local parks that encompass 60 acres of parkland. No parks or recreational facilities are located in the vicinity of the project site. The proposed car wash use would not result in a direct demand for park facilities. As a result, no changes in the demand for local parks and recreation facilities are anticipated and no impacts are anticipated.

3.15.B. Would the project affect existing recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment? ● No Impact.

The proposed project site is not located immediately adjacent to any existing park nor would it result in any direct increased demand. As a result, no impacts are anticipated.

3.15.3 SIGNIFICANT EFFECTS

The environmental analysis in the preceding section determined that the proposed project would not result in any significant unavoidable adverse impacts on recreational facilities and services. As a result, no mitigation is required.

3.16 TRANSPORTATION & CIRCULATION IMPACTS

Section	Description of Issue	Potentially Significant Impact	Less than Significant Impact with Mitigation	Less Than Significant Impact	No Impact
3.16.A	Would the project conflict with an applicable plan, ordinance, or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to, intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?			X	
3.16.B	Would the project conflict with an applicable congestions management program, including but not limited to, level of service standards and travel demand measures, or other standards established by the County Congestion Management Agency for designated roads or highways?				X
3.16.C	Would the project result in a change in air traffic patterns, including either an increase in traffic levels or a change in the location that results in substantial safety risks?				X
3.16.D	Would the project substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?				X
3.16.E	Would the project result in inadequate emergency access?				X
3.16.F	Would the project conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?				X

3.16.1 THRESHOLDS OF SIGNIFICANCE

In accordance with the provisions of CEQA, a project would normally have a significant adverse impact on traffic and circulation if it results in any of the following:

- A conflict with an applicable plan, ordinance, or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to, intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit;

- A conflict with an applicable congestions management program, including but not limited to, level of service standards and travel demand measures, or other standards established by the County Congestion Management Agency for designated roads or highways;

- Results in a change in air traffic patterns, including either an increase in traffic levels or a change in the location that results in substantial safety risks;

- Substantial increases hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment);

- Results in Inadequate emergency access;

- A conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities.

3.16.2 ENVIRONMENTAL ANALYSIS

3.16.A Would the project conflict with an applicable plan, ordinance, or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to, intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit? ● Less Than Significant Impact.

The proposed project will involve the construction and operation of an automated car wash and other related on-site improvements. The existing roadway network located in the vicinity of the project site includes Wilmington Avenue, which abuts the project site to the east and extends in a north-south orientation; and Alondra Boulevard, which abuts the project site to the north and extends in an east-west orientation. Direct vehicular access to the project site will be provided by three 30-foot-wide driveway connections that will be located along the eastern boundary of the project site, along the west side of Wilmington Avenue.

The Institute of Transportation Engineers' (ITE) Trip Generation, 9th Edition is frequently used to calculate a project's potential trip generation. For this project, the ITE land use code for automated car washes was used (the ITE code is 947). The independent variable used in calculating trip generation was the number of "stalls". For this project, seven stalls will be provided (the number of proposed parking stalls with vacuums). According to the ITE trip generation rates, the car wash will generate 108 average daily trips (ADT) per stall, translating into a total trip rate of 756 ADT. In addition, the PM peak hour rate is six percent of the total ADT, which translates in to 45 PM peak hour trips. In addition, car washes typically have a very high pass-by rate of approximately 60 percent. .

Pass-by trips are trips generated to the project site by vehicles that are traveling to a different end destination. An example of a pass-by trip to a car wash would be a resident leaving their house and stopping at the car wash on their way to a supermarket without originally intending to visit the car wash. Since pass-by trips are trips made en route to an end destination, they are not considered a full trip. Uses that generate a large number of pass-by trips are typically not end destinations (car washes, convenience stores, gas stations, ATMs, certain drive-thru establishments, etc). When considering the pass-by adjustment, the total pass-by ADT will be 453 trips per day and the pass-by PM peak hour trips will be 27 PM peak hour trips. When considering the aforementioned pass-by adjustments, the total ADT trip

generation will be 303 ADT (756 ADT – 453 pass-by ADT = 303 ADT) and the total PM peak hour trips will be 18 PM peak hour trips (45 PM peak hour trips – 27 pass-by PM peak hour trips = 18 PM peak hour trips.). This additional traffic generation is minimal and is not anticipated to affect the level of service of any nearby roadway segment. The existing level of service (LOS) for the Alondra Boulevard segment located west of Wilmington Avenue is LOS C. The existing level of service for the segment of Wilmington Avenue south of Alondra Boulevard is LOS D. The additional traffic that is anticipated to be generated by the proposed car wash will not affect the level of service for the above roadway segments. As a result, the impacts will be less than significant.

3.16.B. Would the project conflict with an applicable congestions management program, including but not limited to, level of service standards and travel demand measures, or other standards established by the County Congestion Management Agency for designated roads or highways? ● No Impact.

The Los Angeles County Congestion Management Program (CMP) Report is a composite of traffic counts and improvement projects developed and implemented by the Los Angeles County Metropolitan Transportation Authority (L.A. County MTA) and local governments. The Los Angeles County Congestion Management Program (CMP) Report is a composite of traffic counts and improvement projects developed and implemented by the Los Angeles County Metropolitan Transportation Authority (L.A. County MTA) and local governments. The CMP serves to consistently track trends during peak traffic hours at major intersections in the country and identify areas in great need of improvements where congestion is worsening. The CMP requires that intersections which are designated as being officially monitored by the program be analyzed by CMP criteria should a project generate 50 or more peak hour trips to the subject intersection. None of the CMP intersection or freeway monitoring stations are located within the study area. No CMP analysis is required and no impacts are anticipated to occur.

3.16.C. Would the project result in a change in air traffic patterns, including either an increase in traffic levels or a change in the location that results in substantial safety risks? ● No Impact.

The proposed use would not impact any Federal Aviation Administration (FAA) air traffic height restrictions. Finally, the project site is not located within an approach or take-off aircraft safety zone. As a result, no impacts will occur.

3.16.D. Would the project substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)? ● No Impact.

Access to the project site will be available via three 30-foot wide driveways along the west side of Wilmington Avenue. The northernmost driveway will provide access to the Miracle Market, while the two remaining driveways will provide ingress and egress to the automated car wash. These driveways have sufficient width to accommodate vehicular ingress and egress. Additionally, the driveways are strategically placed and ample distance will be provided to serve as a buffer between the driveways so as to not create a hazardous condition.

The internal drive aisle that extends along the northern boundary of the car wash (the center driveway) will accommodate vehicle queuing. This drive aisle has a maximum queuing capacity of 10 vehicles.[52] Additional queuing may be provided by the drive aisle that extends through the center portion of the site in a north-south orientation. If additional queuing space is needed, this drive aisle will accommodate surplus vehicles attempting to enter the car wash. Given a peak hour trip rate of 45 vehicles in a maximum case situation, there is sufficient stacking in the drive aisle and the internal aisle to accommodate the projected traffic. Surveys of other car washes were completed to confirm that there was sufficient capacity on-site to accommodate the projected demand. In addition, no modifications to any public roadway will be made as part of the proposed project. As a result, no impacts will occur.

3.16.E. Would the project result in inadequate emergency access? ● No Impact.

The proposed project will not affect emergency access to any adjacent parcels. At no time will Wilmington Avenue, Alondra Boulevard, or any of the surrounding streets be completely closed to traffic. As a result, the proposed project's implementation will not result in any impacts.

3.16.F. Would the project conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities? ● No Impact.

No conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities will exist upon the implementation of the proposed project. No existing bus stops will be removed as part of the proposed project. As a result, the proposed project will not result in any impacts.

3.16.3 SIGNIFICANT EFFECTS

The traffic analysis concluded that the project would not result in any significant traffic-related impacts.

[52] Refer to Exhibit 2-5.

3.17 UTILITIES IMPACTS

Section	Description of Issue	Potentially Significant Impact	Less than Significant Impact with Mitigation	Less Than Significant Impact	No Impact
3.17.A	Would the project exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?			**X**	
3.17.B	Would the project require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental impacts?				**X**
3.17.C	Would the project require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?				**X**
3.17.D	Would the project have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?				**X**
3.17.E	Would the project result in a determination by the wastewater treatment provider, which serves or may serve the project that it has inadequate capacity to serve the project's projected demand in addition to the provider's existing commitments?				**X**
3.17.F	Would the project be served by a landfill with insufficient permitted capacity to accommodate the project's solid waste disposal needs?				**X**
3.17.G	Would the project comply with Federal, State, and local statutes and regulations related to solid waste?				**X**

3.17.1 THRESHOLDS OF SIGNIFICANCE

In accordance with the provisions of CEQA, a project may be deemed to have a significant adverse impact on utilities if it results in any of the following:

- An exceedance of wastewater treatment requirements of the applicable Regional Water Quality Control Board;
- The construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental impacts;
- The construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects;

- An overcapacity of the storm drain system, causing area flooding;
- A determination by the wastewater treatment provider that serves or may serve the project, that it has inadequate capacity to serve the project's projected demand in addition to the provider's existing commitments;
- Utilization of a landfill with insufficient permitted capacity to accommodate the project's solid waste disposal needs; or,
- Non-compliance with Federal, State, and local statutes and regulations relative to solid waste.

3.17.2 ENVIRONMENTAL ANALYSIS

3.17.A. Would the project exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board? ● Less Than Significant Impact.

The County Sanitation Districts of Los Angeles County (LACSD) treats wastewater from the City of Compton.[53] Local sewer lines are maintained by the City of Compton, while the LACSD owns, operates, and maintains the large trunk sewers of the regional wastewater conveyance system. The wastewater generated in the project area is conveyed to the Joint Water Pollution Control Plant (JWPCP) located in the City of Carson has a design capacity of 385 mgd and currently processes an average flow of 326.1 mgd. The remaining treatment capacity for the Carson WRP is approximately 59 mgd. Wastewater from the car wash tunnel will be filtered through underground clarifiers prior to being discharged into the City's storm drain system. Therefore, contaminants from the wastewater will not affect the local waste discharge requirements. As indicated in Table 3-6, the future development is projected to generate a maximum of 9,450 gallons of effluent on a daily basis, which is well under the capacity of the Carson WRP. This number was derived by assuming 12.5 gallons of water per vehicle. This consumption rate assumes reclamation and recycling.

Table 3-6
Maximum Potential Wastewater (Effluent) Generation (gals/day)

Use	Unit	Factor	Generation
Car Wash	756 vehicles	12.5 gals/vehicle(this figure represents half of the water consumed per vehicle)	9,450 gals/day

Source: Blodgett Baylosis Environmental Planning.

No new or expanded sewage and/or water treatment facilities will be required to accommodate the proposed project and as a result, the impacts are expected to be less than significant.

[53] Sanitation Districts of Los Angeles County, Joint Water Pollution Control Plant. http://www.lacsd.org/wastewater/wwfacilities/jwpcp/default.asp.

3.17.B. Would the project require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental impacts? ● No Impact.

As indicated in the previously, the proposed project will generate approximately 9,450 gallons of wastewater a day. The future wastewater generation will be within the treatment capacity of the Carson WRP. Therefore, no new water and wastewater treatment facilities will be needed to accommodate the excess effluent generated by the proposed project and no impacts are anticipated to occur.

3.17.C. Would the project require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects? ● No Impact.

The County of Los Angeles, acting as the Los Angeles County Flood Control District (LACFCD), has the regional, County-wide flood control responsibility. LACFCD responsibilities include planning for developing and maintaining flood control facilities of regional significance which serve large drainage areas. The proposed project will be required to comply with all pertinent Federal Clean Water Act requirements. The site proposes new internal roadways and hardscape areas that will be subject to the National Pollutant Discharge Elimination System (NPDES) permit from the Regional Water Quality Control Board. The project will also be required to comply with the City's stormwater management guidelines. As a result, no impacts will occur.

3.17.D. Would the project have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed? ● No Impact.

Compton is located over the Central Basin Pressure Area that contains several aquifers that, in turn, are confined by numerous aquicludes. Water supply in the City is derived from local groundwater wells operated and maintained by the Compton Municipal Water Department and imported water from the Metropolitan Water District (MWD). The car wash would require approximately 9,450 gallons of water per day (756 vehicles at 12.5 gallons of water per vehicle), which assumes the implementation of the required reclamation and recycling of water. Reclamation systems in automated-conveyor car washes reclaim an average of 50 percent of the total water used. Table 3-7 indicates the water consumption estimated for the proposed project. The proposed project is projected to consume approximately 5,000 gallons of water on a daily basis. The existing water supply facilities can accommodate this additional demand. As a result, no impacts will result upon implementation of the proposed project.

Table 3-7
Maximum Potential Water Consumption (gals/day)

Use	Unit	Factor	Generation
Car Wash	756 vehicles	12.5 gals/vehicle	9,450 gals/day

Source: Blodgett Baylosis Environmental Planning.

3.17.E. Would the project result in a determination by the wastewater treatment provider, which serves or may serve the project that it has inadequate capacity to serve the project's projected demand in addition to the provider's existing commitments? ● No Impact.

The proposed project will consume approximately 9,450 gallons of water per day. As indicated in Section 3.17.2.A, the proposed project is anticipated to produce 9,450 gallons of effluent (wastewater) daily. The Los Coyotes WRP has a design capacity of 37.5 million gallons per day (mgd) and currently processes an average flow of 31.8 mgd. The amount of effluent generated by the project is well under the capacity of the Carson WRP. As a result, no impacts are anticipated to occur.

3.17.F. Would the project be served by a landfill with insufficient permitted capacity to accommodate the project's solid waste disposal needs? ● No Impact.

Trash collection is provided by the Republic Services and other private haulers for disposal into the into area landfills. The solid waste will be taken to local transfer stations for recycling with the non-recyclable waste disposed of at local landfills such as Sunshine Canyon. As indicated in Table 3-8, the future daily solid waste generation is projected to be 124 pounds per day. The proposed project will contribute a limited amount to this waste stream.

Table 3-8
Solid Waste Generation (pounds/day)

Use	Unit	Factor	Generation
Car Wash	2,960 square feet	42 lbs/day/1,000 sq. ft.	124 lbs/day

Source: Blodgett Baylosis Environmental Planning. 2016.

As previously mentioned in Section 3.8.A, patrons may potentially dispose hazardous chemicals on-site such as motor oil and other vehicle fluids. The mitigation measure provided in Section 3.8.A will ensure that the hazardous waste is placed in separate, properly labeled containers for their proper disposal. As a result, no impacts on solid waste generation are anticipated.

3.17.G. Will the project comply with Federal, State, and local statutes and regulations related to solid waste? ● No Impact.

The proposed use, like all other development in the City, will be required to adhere to all pertinent ordinances related to waste reduction and recycling. As a result, no impacts on the existing regulations pertaining to solid waste generation will result from the proposed project's implementation.

3.17.3 SIGNIFICANT EFFECTS

The analysis determined the proposed project would not result in any significant adverse utility impacts. As a result, no mitigation is required.

SECTION 4 - CONCLUSIONS

4.1 MANDATORY FINDINGS OF SIGNIFICANCE

The following Mandatory Findings of Significance can be made as set forth in Section 15065 of the CEQA Guidelines, as amended, based on the results of this environmental assessment:

- The proposed project *would not* have the potential to degrade the quality of the environment;
- The proposed project *would not* have the potential to achieve short-term goals to the disadvantage of long-term environmental goals;
- The proposed project *would not* have impacts, that are individually limited, but cumulatively considerable, when considering planned or proposed development in the City; and,
- The proposed project *would not* have environmental effects that would adversely affect humans, either directly or indirectly.

4.2 MITIGATION MEASURES

In order to ensure that the proposed use is screened from the residential uses to the west, the following mitigation measure is required:

- The six-foot-high block wall that is located along the western boundary of the project site shall remain or be replaced. The aforementioned block wall shall remain erect throughout the operational life of the proposed project.

The tribal representative indicated that the project site is situated in an area of high archaeological significance. As a result, the following mitigation is required pursuant to AB-52 consultation with Mr. Andrew Salas:

- The project Applicant will be required to obtain the services of a qualified Native American Monitor during construction-related ground disturbance activities. Ground disturbance is defined by the Tribal Representatives from the Gabrieleño Band of Mission Indians, Kizh Nation as activities that include, but are not limited to, pavement removal, pot-holing or auguring, boring, grading, excavation, and trenching, within the project area. The monitor(s) must be approved by the tribal representatives and will be present on-site during the construction phases that involve any ground disturbing activities. The on-site monitoring shall end when the project site grading and excavation activities are completed, or when the monitor has indicated that the site has a low potential for archeological resources.

In order to prevent foundation damage, the following mitigation is required:

- Prior to the commencement of construction related activities, the project structural engineer must determine the nature and extent of foundation and construction elements required to address potential expansive soil impacts. The project contractors will be required to comply with the structural engineers and the geotechnical recommendations.

In order to prevent the disposal of hazardous vehicle products, the following mitigation is required:

- Separate trash bins must be provided on-site for the disposal of vehicular fluids, parts, and other maintenance accessories. These trash bins must be located at every parking stall and must be properly labeled.

The following measures are required as a means to address potential stormwater impacts:

- All catch basins and public access points that cross or abut an open channel shall be marked by the Applicant with a water quality label in accordance with City standards. This measure must be completed and approved by the City Engineer prior to the issuance of a Certificate of Occupancy.

- The Applicant shall be responsible for the construction of all on-site drainage facilities as required by the City Engineer.

- The Applicant shall be responsible for the provision of berms and other design measures and controls that will prevent spillage during the dispensing of fuels. These are standard conditions required of all service stations. The compliance with these regulations must be demonstrated during plan check.

The required mitigation measures that will address potential noise-related impacts are listed below.

- The Applicant must install signs in each parking stall that expressly prohibit the generation of excessive noise, such as engine revving and loud music.

- The car wash area will be secured after hours to prevent loitering and unauthorized parking of vehicles in the parking lot.

4.3 MITIGATION MONITORING & REPORTING PROGRAM

The monitoring and reporting on the implementation of these measures, including the period for implementation, monitoring agency, and the monitoring action, are identified in Table 4-1 provided on the following pages.

Table 4-1
Mitigation-Monitoring Program

Mitigation Measure	Period of Implementation	Monitoring Responsibility	Date	Comments and Initials
Mitigation Measure No. 1 (Aesthetic Impacts). The six-foot-high block wall that is located along the western boundary of the project site shall remain or be replaced. The aforementioned block wall shall remain erect throughout the operational life of the proposed project.	Mitigation occurs during the project's construction phase.	City of Compton Community Development Department. ● The Applicant is responsible for implementation.		
Mitigation Measure No. 2 (Cultural Resources Impacts). The project Applicant will be required to obtain the services of a qualified Native American Monitor during construction-related ground disturbance activities. Ground disturbance is defined by the Tribal Representatives from the Gabrieleño Band of Mission Indians, Kizh Nation as activities that include, but are not limited to, pavement removal, pot-holing or auguring, boring, grading, excavation, and trenching, within the project area. The monitor(s) must be approved by the tribal representatives and will be present on-site during the construction phases that involve any ground disturbing activities. The on-site monitoring shall end when the project site grading and excavation activities are completed, or when the monitor has indicated that the site has a low potential for archeological resources.	Mitigation occurs the project's construction phase.	City of Compton Community Development Department. ● The Applicant is responsible for implementation.		
Mitigation Measure No. 3 (Geology & Soils Impacts). Prior to the commencement of construction related activities, the project structural engineer must determine the nature and extent of foundation and construction elements required to address potential expansive soil impacts. The project contractors will be required to comply with the structural engineers and the geotechnical recommendations.	Mitigation occurs during the project's construction phase.	City of Compton Community Development Department. ● The Applicant is responsible for implementation.		
Mitigation Measure No. 4 (Hazards & Hazardous Materials Impacts). Separate trash bins must be provided on-site for the disposal of vehicular fluids, parts, and other maintenance accessories. These trash bins must be located at every parking stall and must be properly labeled.	Mitigation occurs prior to issuance of a Certificate of Occupancy.	City of Compton Community Development Department. ● The Applicant is responsible for implementation.		
Mitigation Measure No. 5 (Hydrology & Water Quality Impacts). All catch basins and public access points that cross or abut an open channel shall be marked by the Applicant with a water quality label in accordance with City standards. This measure must be completed and approved by the City Engineer prior to the issuance of a Certificate of Occupancy.	Mitigation occurs during the project's construction phase.	City of Compton Community Development Department. ● The Applicant is responsible for implementation.		

Table 4-1
Mitigation-Monitoring Program

Mitigation Measure	Period of Implementation	Monitoring Responsibility	Date	Comments and Initials
Mitigation Measure No. 6 (Hydrology & Water Quality Impacts). The Applicant shall be responsible for the construction of all on-site drainage facilities as required by the City Engineer.	Mitigation occurs during the construction phase.	City of Compton Community Development Department. ● The Applicant is responsible for implementation.		
Mitigation Measure No.7 (Hydrology & Water Quality Impacts). The Applicant shall be responsible for the provision of berms and other design measures and controls that will prevent spillage during the dispensing of fuels. These are standard conditions required of all service stations. The compliance with these regulations must be demonstrated during plan check.	Mitigation occurs during the construction phase.	City of Compton Community Development Department. ● The Applicant is responsible for implementation.		
Mitigation Measure No. 8 (Noise Impacts). The Applicant must install signs in each parking stall that expressly prohibit the generation of excessive noise, such as engine revving and loud music.	Mitigation occurs during the project's operation.	City of Compton Community Development Department. ● The Applicant is responsible for implementation.		
Mitigation Measure No. 9 (Noise Impacts). The car wash area will be secured after hours to prevent loitering and unauthorized parking of vehicles in the parking lot.	Mitigation occurs during the project's operation.	City of Compton Community Development Department. ● The Applicant is responsible for implementation.		

SECTION 5 – REFERENCES

5.1 PREPARERS

BLODGETT BAYLOSIS ENVIRONMENTAL PLANNING
16388 E. Colima Road, Suite 206J
Hacienda Heights, CA 91745
(626) 336-0033

Alejandra Rocha, Project Manager
Bryan Hamilton, Project Planner
Marc Blodgett, Principal
Liesl Sullano, Project Planner

5.2 REFERENCES

Compton, City of, *General Plan*, as amended.

Compton, City of, *General Plan Environmental Baseline Report*.

California Department of Conservation, Division of Oil, Gas, Geothermal Resources, *1995 Preliminary Report,* 1996.

California Department of Conservation, Division of Oil, Gas, Geothermal Resources, *Regional Wildcat Map 101,* 2009.

California Department of Fish and Wildlife, *Natural Diversity Data Base*.

California Department of Parks and Recreation, *California Historical Landmarks,* 2016.

California Office of Planning and Research, *California Environmental Quality Act and the CEQA Guidelines,* 2014.

California, State of, *California Health and Safety Code, Section 25358.3*, 1992.

California Environmental Protection Agency, *California Facilities Index Database, Los Angeles County*, 1996

California Department of Conservation, *Mineral Land Classification of the Greater Los Angeles Area*, 1987.

Los Angeles County Sanitation Districts, *JWPCP Information*.

SCAG, *2040 Population, Household and Employment Projections,* 2016.

South Coast Air Quality Management District, *CEQA Air Quality Handbook*, 1993 as amended.

South Coast Air Quality Management District, *Air Quality Management Plan,* 2012.

U.S. Environmental Protection Agency, *Noise from Construction Equipment Operations, Building Equipment and Home Appliances,* 1971.

U.S. Geological Survey, *Evaluating Earthquake Hazards in the Los Angeles Region-An Earth Science Perspective (USGS Professional Paper 1360)*, 1981.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AFFIRMING THE PLANNING COMMISSION'S DENIAL OF CONDITIONAL USE PERMIT CASE NO. 16-000018 – A REQUEST BY APPLICANT (KEVIN PARK) TO CONSTRUCT AND OPERATE A SELF-SERVE CARWASH AT 961 SOUTH WILMINGTON AVENUE.

WHEREAS, on November 8, 2017, the Planning Commission conducted a properly noticed public hearing, as provided by law, on the request of Kevin Park (the "Applicant") to construct and operate a 2,959 square foot self-serve carwash facility at 961 South Wilmington Avenue, in a Medium Density Residential zone; and

WHEREAS, after hearing testimony from the Applicant and other interested persons and reviewing documentary evidence submitted, the vote of the Planning Commission was to deny the application; and

WHEREAS, an appeal therefore has been taken to the City Council, and after due notice, said City Council held and concluded a public hearing thereon on January 9, 2018; and

WHEREAS, the City Council has received testimony and reviewed documentary evidence, and is fully advised of the premises at issue, and the matter that has been submitted for decision.

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

Section 1. That the findings of the Planning Commission in its Resolution No. 3986, which is attached hereto and incorporated herein, shall and hereby are adopted.

Section 2. That the decision of the Planning Commission denying Conditional Use Permit Case No. 16-000018, requesting to construct and operate a 2,959 square foot self-serve carwash facility at 961 South Wilmington Avenue, Compton, California (APN #6141-013-002), in a Medium Density Residential zone, is hereby affirmed by the City Council subject to findings within Planning Commission Resolution No. 3986.

Section 3. That a copy of this Resolution shall be mailed to the Applicant/ Appellant and filed with the offices of the City Clerk, City Manager, City Attorney, Planning and Economic Development Department, Building and Safety Department and the Los Angeles County Sheriff's Department, Compton Station.

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

ADOPTED this ___ day of _____, 2018.

_____
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 _____, 2018.

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: **Planning**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON REVERSING THE PLANNING COMMISSION DENIAL OF CONDITIONAL USE PERMIT CASE NO. 16-000018 - AND APPROVING THE REQUEST BY APPLICANT (KEVIN PARK) TO CONSTRUCT AND OPERATE A SELF-SERVE CARWASH AT 961 SOUTH WILLMINGTON AVENUE**

Robert Delgadillo **12/20/2017 5:23:18 PM**
DEPARTMENT MANAGER'S SIGNATURE DATE

REVIEW / APPROVAL

Ruth Rugley **1/4/2018 8:30:21 PM**
CITY ATTORNEY DATE

Nita McKay **12/27/2017 9:38:27 AM**
CITY CONTROLLER DATE

Laurence Adams **12/26/2017 10:41:59 AM**
CITY MANAGER DATE

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

January 9, 2018

TO: **HONORABLE MAYOR AND CITY COUNCIL MEMBERS**

FROM: **CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE COMPTON LOCAL HOUSING AUTHORITY FISCAL YEAR 2017-2018 BUDGET TO DELETE THE POSITION OF TENANT RELATIONS ASSISTANT AND ADD THE POSITION OF HOUSING SPECIALIST**

SUMMARY

Adoption of this resolution will authorize the City Manager to amend the Compton Local Housing Authority's ("LHA" or "Housing Authority") Fiscal Year 2017-2018 Budget to delete the Tenant Relations Assistant position and add a Housing Specialist position within the Housing Authority.

BACKGROUND

On July 5, 2017, the City Council adopted Resolution No. 24,601, adopting the City Budget for Fiscal Year 2017-2018. The 2017-2018 Housing Authority budget authorizes (1) Full Time Employee Tenant Relations Assistant position and (4) Full Time Employee Housing Specialist positions. Currently, the Tenant Relations Assistant position is vacant. Due to current staff workloads, the Housing Authority Director has determined that staffing an additional Housing Specialist position would better meet the Housing Authority's staffing requirements. Savings from the vacant Tenant Relations Assistant position will provide sufficient salary savings to fund six (6) month's salary for the proposed Housing Specialist position for the remainder of Fiscal Year 2017-2018.

STATEMENT OF ISSUE

The City Manager has assessed organizational needs and determined that there is a need for staffing adjustments to the Housing Authority. The City Manager requests that the Tenant Relations Assistant position be deleted and a Housing Specialist position be added to the Housing Authority budget.

FINANCIAL IMPACT

Delete: Tenant Relations Assistant Salary	$50,820
Add: Housing Specialist Salary (6 months)	-29,796
Net Salary Savings:	$21,024

The fiscal impact will be salary savings of $21,024 in the Housing Authority budget for Fiscal Year 2017-2018.

RECOMMENDATION

It is recommended that Council adopt the attached Resolution.

DELMONSHA GREEN, DIRECTOR
COMPTON LOCAL HOUSING AUTHORITY

APPROVED FOR FORWARDING:

CECIL W. RHAMBO, JR.
CITY MANAGER

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE COMPTON LOCAL HOUSING AUTHORITY FISCAL YEAR 2017-2018 BUDGET TO DELETE THE POSITION OF TENANT RELATIONS ASSISTANT AND ADD THE POSITION OF HOUSING SPECIALIST

WHEREAS, the City Council adopted Resolution No. 24,601, which adopted the City Budget for Fiscal Year 2017-2018 on July 5, 2017; and

WHEREAS, the 2017-2018 Compton Local Housing Authority ("LHA" or "Housing Authority") Budget authorizes (1) FTE Tenant Relations Assistant position and (4) FTE Housing Specialist positions; and

WHEREAS, the Tenant Relations Assistant position is currently vacant; and

WHEREAS, due to workloads among current Housing Authority staff, the Housing Authority Director has determined that an additional Housing Specialist position would better meet the Housing Authority's staffing requirements; and

WHEREAS, the City Manager concurs with this need for staffing adjustment to the Housing Authority; and

WHEREAS, funds from the vacant Tenant Relations Assistant position are adequate to fund the remaining six (6) month's salary of the requested Housing Specialist position for FY 2017-2018; and

WHEREAS, the Fiscal Year 2017-2018 Housing Authority Budget would realize a salary savings of $21,024 by deleting the salary of the Tenant Relations Assistant and hiring the Housing Specialist for up to (6) months.

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

Section1. That the Housing Authority 2017-2018 Fiscal Year Budget shall be amended to *delete* the Tenant Relations Assistant Position and *add* the Housing Specialist position.

Section 2. That there is no increase to the Compton Local Housing Authority's Budget.

Section 3. That funds are available in the Housing Authority Fiscal Year 2017-2018Budget in Account Number 2820-079-0000-4101 to fund the added position.

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

Section 5. That a certified copy of this Resolution shall be filed in the Offices of the City Clerk, City Manager, City Controller, the Local Housing Authority and the Department of Human Resources.

ADOPTED this _____ day of _____, 2018.

_____

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 to by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2018.

That said Resolution was adopted by the following vote:

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

_____
CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **City Management**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE COMPTON LOCAL HOUSING AUTHORITY FISCAL YEAR 2017-2018 BUDGET TO DELETE THE POSITION OF TENANT RELATIONS ASSISTANT AND ADD THE POSITION OF HOUSING SPECIALIST**

Laurence Adams	**12/26/2017 9:28:37 AM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

Ruth Rugley	**1/2/2018 10:50:02 PM**
CITY ATTORNEY	DATE
Nita McKay	**12/27/2017 9:47:33 AM**
CITY CONTROLLER	DATE
Laurence Adams	**12/26/2017 10:44:19 AM**
CITY MANAGER	DATE

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

January 9, 2018

TO: **MAYOR AND CITY COUNCIL MEMBERS**

FROM: **WENDELL E. JOHNSON, P.E., (INTERIM) DIRECTOR**
PUBLIC WORKS DEPARTMENT

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH LOS ANGELES COUNTY TO ASSIGN FEDERAL SURFACE TRANSPORTATION PROGRAM-LOCAL (STP-L) FUNDS TO THE COUNTY FOR PREVENTIVE MAINTENANCE SERVICES ON NINETEEN (19) BRIDGES WITHIN THE CITY'S JURISDICTION ($580,000)**

SUMMARY

Adoption of this resolution will authorize the City Manager to execute an agreement with the Los Angeles County Department of Public Works ("LACDPW") to provide for the assignment of Five Hundred Eighty Thousand Dollars ($580,000.00) of available Federal Surface Transportation Program-Local funds ("Federal STP-L funds") to the County as credit towards the LACDPW performing of "one-time only" preventive maintenance work on nineteen (19) existing bridges located within the City's jurisdiction.

BACKGROUND

The City of Compton owns a number of bridges within the City's jurisdiction. As the bridges' owner, the City is responsible for the operation, maintenance, repair or replacement of these bridges as necessary.

Pursuant to contract with the California Department of Transportation ("CalTrans"), at no cost to the City, the LACDPW inspects the City's bridges bi-annually and reports the condition findings and ratings to CalTrans, with a courtesy copy of the list of bridges inspected and the County's findings generally provided to the City.

Based on the County's inspection findings, the City and County of Los Angeles propose for the County to perform one-time preventive maintenance work on below-listed nineteen (19) existing bridges located within the City's jurisdiction:

1. Artesia Boulevard over Union Pacific and Metro Railroads
2. Atlantic Avenue over Los Angeles River
3. Alameda Street over Compton Creek
4. El Segundo Boulevard over Compton Creek
5. Greenleaf Boulevard over Compton Creek
6. Artesia Boulevard over Compton Creek and Alameda Corridor Transportation Authority ("ACTA")
7. Oleander Avenue over Compton Creek

8. Alondra Boulevard over Compton Creek
9. Rosecrans Avenue over Compton Creek
10. Rosecrans Avenue over Alameda Street and ACTA
11. 124th Street over ACTA
12. El Segundo Boulevard over ACTA
13. 134th Street over ACTA
14. Elm Street over ACTA
15. Palmer Street over ACTA
16. Compton Boulevard over ACTA
17. Myrrh Street over ACTA
18. Alondra Boulevard over ACTA
19. Greenleaf Boulevard over ACTA

STATEMENT OF ISSUE

According to the LACDPW, the total cost of the "one-time only" preventive maintenance work on the above-listed bridges is estimated at Four Million Six Hundred Ninety Two Thousand Dollars ($4,692,000.00). This total will include the costs associated with the preliminary engineering, solicitation of constructions bids, award of construction contract, construction administration, right-of-way certification and all other work that may be necessary to complete the project. Of the estimated $4,692,000.00 total project cost, Federal funding reimbursement is estimated to be Four Million One Hundred Twelve Thousand Dollars ($4,112,000.00).

The total local (Compton's) share of the project costs is estimated to be Five Hundred Eighty Thousand Dollars ($580,000.00). Compton will finance its local share of the costs by assigning the $580,000.00 of available Federal STP-L funds to the County in lieu of cash.

FISCAL IMPACT

Los Angeles County requires the City to assign Five Hundred Eighty Thousand Dollars ($580,000.00) of the City's available Federal STP-L funds to County as credit to finance local share of costs.

There is no fiscal impact to the General Fund. This project will be funded using Federal Surface Transportation Program-Local (STP-L) funds in the amount of $580,000.00.

RECOMMENDATION

Staff recommends adoption of the attached Resolution.

**WENDELL E. JOHNSON, P.E., (INTERIM) DIRECTOR
PUBLIC WORKS DEPARTMENT**

APPROVED FOR FORWARDING:

**CECIL W. RHAMBO, JR.
CITY MANAGER**

RESOLUTION NO _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH LOS ANGELES COUNTY TO ASSIGN FEDERAL SURFACE TRANSPORTATION PROGRAM-LOCAL (STP-L) FUNDS TO THE COUNTY FOR PREVENTIVE MAINTENANCE SERVICES ON NINETEEN (19) BRIDGES WITHIN THE CITY'S JURISDICTION ($580,000)

WHEREAS, the City of Compton owns a number of bridges within the City's jurisdiction and as the bridges' owner, the City is responsible for the operation, maintenance, repair or replacement of these bridges as necessary; and

WHEREAS, pursuant to contract with the California Department of Transportation ("CalTrans"), at no cost to the City, the Los Angeles County Department of Public Works ("LACDPW") inspects the City's bridges bi-annually and reports the condition findings and ratings to CalTrans, with a courtesy copy of the list of bridges inspected and the County's findings generally provided to the City; and

WHEREAS, based on the County's inspection findings, the City and County of Los Angeles propose for the County to perform one-time preventive maintenance work on the below-listed nineteen (19) existing bridges located within the City's jurisdiction; and

WHEREAS, according to the LACDPW, the total cost of the "one-time only" preventive maintenance work on the below-listed bridges is estimated at Four Million Six Hundred Ninety Two Thousand Dollars ($4,692,000.00), with the Federal funding reimbursement estimated to be Four Million One Hundred Twelve Thousand Dollars ($4,112,000.00); and

WHEREAS, the total local (Compton's) share of the project costs is estimated to be Five Hundred Eighty Thousand Dollars ($580,000.00), which Compton will finance by assigning the $580,000.00 of available Federal Surface Transportation Program-Local (STP-L) funds to the County in lieu of cash; and

WHEREAS, the funding of the City's share of this project is available in the 2017-2018 Fiscal Year budget.

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

Section 1. That the City Manager, on the advice and approval of the City Attorney is hereby authorized to execute an Agreement and Assignment Contract with Los Angeles County to provide for the assignment of Five Hundred Eighty Thousand Dollars ($580,000.00) of available Federal Surface Transportation Program-Local funds to the County as credit towards the services to be rendered by the County in connection with the "one-time only" preventive maintenance work on the below-listed bridges located within the City's jurisdiction:

1. Artesia Boulevard over Union Pacific and Metro Railroads
2. Atlantic Avenue over Los Angeles River
3. Alameda Street over Compton Creek
4. El Segundo Boulevard over Compton Creek
5. Greenleaf Boulevard over Compton Creek
6. Artesia Boulevard over Compton Creek and Alameda Corridor Transportation Authority ("ACTA")
7. Oleander Avenue over Compton Creek
8. Alondra Boulevard over Compton Creek
9. Rosecrans Avenue over Compton Creek
10. Rosecrans Avenue over Alameda Street and ACTA
11. 124th Street over ACTA

12. El Segundo Boulevard over ACTA
13. 134th Street over ACTA
14. Elm Street over ACTA
15. Palmer Street over ACTA
16. Compton Boulevard over ACTA
17. Myrrh Street over ACTA
18. Alondra Boulevard over ACTA
19. Greenleaf Boulevard over ACTA

Section 2. That a purchase order in the amount of Five Hundred Eighty Thousand Dollars ($580,000.00) in Federal Surface Transportation Program-Local (STP-L) funds shall be issued to the County of Los Angeles for the preventive maintenance work on the nineteen (19) City-owned bridges.

Section 3. There is no impact to the General Fund.

Section 4. That copies of this Resolution shall be filed in the offices of the City Clerk, City Manager, City Attorney, City Controller and the Department of Public Works.

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

ADOPTED this _____ day of _____, 2018.

_____
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 _____, 2018.

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

AGREEMENT AND ASSIGNMENT OF FEDERAL SURFACE TRANSPORTATION PROGRAM – LOCAL FUNDS

THIS AGREEMENT AND ASSIGNMENT, made and entered into by and between the CITY OF COMPTON, a municipal corporation in the County of Los Angeles (hereinafter referred to as CITY), and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY):

WITNESSETH

WHEREAS, it is of general interest to CITY and COUNTY to extend the service life of the Artesia Boulevard over Union Pacific and Metro Railroads, Atlantic Avenue over Los Angeles River, Alameda Street over Compton Creek, El Segundo Boulevard over Compton Creek, Greenleaf Boulevard over Compton Creek, Artesia Boulevard over Compton Creek and Alameda Corridor Transportation Authority (ACTA), Oleander Avenue over Compton Creek, Alondra Boulevard over Compton Creek, Rosecrans Avenue over Compton Creek, Rosecrans Avenue over Alameda Street and ACTA, 124th Street over ACTA, El Segundo Boulevard over ACTA, 134th Street over ACTA, Elm Street over ACTA, Palmer Street over ACTA, Compton Boulevard over ACTA, Myrrh Street over ACTA, Alondra Boulevard over ACTA, and Greenleaf Boulevard over ACTA bridges; and

WHEREAS, CITY and COUNTY propose to perform one-time only preventive maintenance work on the existing bridges listed above (which work is hereinafter referred to as PROJECT); and

WHEREAS, PROJECT is within the geographical boundaries of CITY; and

WHEREAS, COUNTY is willing to perform or cause to be performed the PRELIMINARY ENGINEERING, solicitation of construction bids and award of construction contract, and CONTRACT ADMINISTRATION for PROJECT; and

WHEREAS, COUNTY is further willing to administer PROJECT under the National Highway Performance Program and/or Surface Transportation Program; and

WHEREAS, COST OF PROJECT includes the costs of PRELIMINARY ENGINEERING, COST OF CONSTRUCTION CONTRACT, and costs of CONSTRUCTION ADMINISTRATION as more fully set forth herein; and

WHEREAS, COST OF PROJECT is currently estimated to be Four Million Six Hundred Ninety-Two Thousand and 00/100 Dollars ($4,692,000) with Federal funding reimbursement estimated to be Four Million One Hundred Twelve Thousand and 00/100 Dollars ($4,112,000); and

WHEREAS, CITY is willing to finance LOCAL SHARE OF COSTS, the non-Federally reimbursable local agency portion of the COST OF PROJECT; and

WHEREAS, CITY is willing to finance LOCAL SHARE OF COSTS, currently estimated to be Five Hundred Eighty Thousand and 00/100 Dollars ($580,000), by assigning Five Hundred Eighty Thousand and 00/100 Dollars ($580,000) of available Federal Surface Transportation Program-Local (STP-L) funds to COUNTY in lieu of cash; and

WHEREAS, COUNTY is willing to accept the CITY'S assignment of Federal STP-L funds and utilize the assignment as credit toward the CITY'S LOCAL SHARE OF COSTS; and

WHEREAS, the Los Angeles County Metropolitan Transportation Authority has procedures in effect that permit the transfer of Federal STP-L funds between public agencies; and

WHEREAS, such a proposal is authorized and provided for by the provisions of Sections 6500 and 23004, et seq., of the Government Code and Sections 1685 and 1803 of the California Streets and Highways Code.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

1) DEFINITIONS:

   a. JURISDICTION as referred to in this AGREEMENT AND ASSIGNMENT shall be defined as the area within the geographical boundary of the CITY and within the unincorporated COUNTY areas mentioned in this AGREEMENT AND ASSIGNMENT.

   b. PRELIMINARY ENGINEERING as referred to in this AGREEMENT AND ASSIGNMENT shall consist of environmental findings and approvals/permits; design survey; soils report; traffic index and geometric investigation; preparation of plans, specifications, and cost estimates; right-of-way engineering and certification; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids.

   c. COST OF CONSTRUCTION CONTRACT as referred to in this AGREEMENT AND ASSIGNMENT shall consist of the total of payments to the construction contractor(s) for PROJECT and the total of all payments to utility companies or contractor(s) for the relocation of facilities necessary for the construction of PROJECT.

   d. CONSTRUCTION ADMINISTRATION as referred to in this AGREEMENT AND ASSIGNMENT shall consist of construction contract administration,

construction inspection, materials testing, construction survey, traffic detour, signing and striping, construction engineering, utility relocation, changes and modifications of plans and specifications for PROJECT necessitated by unforeseen or unforeseeable field conditions encountered during construction of PROJECT, construction contingencies, and all other necessary work after advertising of PROJECT for construction bids to cause PROJECT to be constructed in accordance with said plans and specifications approved by CITY and COUNTY.

e. COST OF PROJECT as referred to in this AGREEMENT AND ASSIGNMENT shall consist of the COST OF CONSTRUCTION CONTRACT and costs of PRELIMINARY ENGINEERING, CONSTRUCTION ADMINISTRATION, right-of-way certification, utility engineering, and all other work necessary to complete PROJECT in accordance with the approved plans and specifications and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.

f. LOCAL SHARE OF COSTS as referred to in this AGREEMENT AND ASSIGNMENT shall consist of COST OF PROJECT less any reimbursement received by COUNTY under the National Highway Performance Program and/or Surface Transportation Program.

g. Completion of PROJECT as referred to in this AGREEMENT AND ASSIGNMENT shall be defined as the date of field acceptance of construction of PROJECT by COUNTY and an electronic notification to CITY'S Director of Public Works/City Engineer that the improvements within CITY'S JURISDICTION are transferred to CITY for the purpose of operation and maintenance.

2) CITY AGREES:

a. To finance LOCAL SHARE OF COSTS, the actual amount of which is to be determined by a final accounting, pursuant to paragraph (4) a., below.

b. To assign Five Hundred Eighty Thousand and 00/100 Dollars ($580,000) of CITY'S available Federal STP-L funds to COUNTY as credit to finance LOCAL SHARE OF COSTS (hereinafter referred to as CITY'S PAYMENT). Such assignment shall be effective upon full execution of this AGREEMENT AND ASSIGNMENT with no further action required by COUNTY.

c. Upon request from COUNTY, to consent to COUNTY'S request for jurisdiction of the Artesia Boulevard over Union Pacific and Metro Railroads, Atlantic Avenue over Los Angeles River, Alameda Street over Compton Creek, El Segundo Boulevard over Compton Creek, Greenleaf

Boulevard over Compton Creek, Artesia Boulevard over Compton Creek and Alameda Corridor Transportation Authority (ACTA), Oleander Avenue over Compton Creek, Alondra Boulevard over Compton Creek, Rosecrans Avenue over Compton Creek, Rosecrans Avenue over Alameda Street and ACTA, 124th Street over ACTA, El Segundo Boulevard over ACTA, 134th Street over ACTA, Elm Street over ACTA, Palmer Street over ACTA, Compton Boulevard over ACTA, Myrrh Street over ACTA, Alondra Boulevard over ACTA, and Greenleaf Boulevard over ACTA bridges, as part of the County System of Highways for the limited purpose of constructing PROJECT.

d. To grant to COUNTY, at no cost to COUNTY, permission to occupy public roads in the CITY and any temporary right of way that CITY owns or has an easement for that is necessary for the construction of PROJECT.

e. Upon approval of construction plans for PROJECT, to issue COUNTY a no-fee permit(s) authorizing COUNTY to construct those portions of PROJECT within CITY'S JURISDICTION.

f. To appoint COUNTY as CITY'S attorney-in-fact for the purpose of representing CITY in all negotiations pertaining to the advertisement of PROJECT for construction bids, award, and administration of the construction contract and in all things necessary and proper to complete PROJECT.

g. To cooperate with COUNTY in conducting negotiations with and, where appropriate, to issue notices to public utility organizations and owners of substructure and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services, which interfere with the proposed construction. Where utilities have been installed in CITY streets or on CITY property, CITY will provide the necessary right of way for the relocation of those utilities and facilities that interfere with the construction of PROJECT at no cost to COUNTY. CITY will take all necessary steps to grant, transfer, or assign all prior rights over the utility companies and owners of substructure and overhead facilities to COUNTY when necessary to construct, complete, and maintain PROJECT or to appoint COUNTY as its attorney-in-fact to exercise such prior rights.

h. To be financially responsible for disposal and/or mitigation measures, if necessary, should any hazardous materials, chemicals, or contaminants be encountered during construction of PROJECT within CITY'S JURISDICTION.

i. Upon completion of PROJECT to operate and maintain in good condition and at CITY'S expense all improvements constructed as part of PROJECT within CITY'S JURISDICTION.

3) COUNTY AGREES:

a. To perform or cause to be performed the PRELIMINARY ENGINEERING, CONSTRUCTION ADMINISTRATION, right-of-way acquisition and clearance matters, and all other work necessary to complete PROJECT.

b. To apply for National Highway Performance Program and/or Surface Transportation Program funding to finance the Federally-reimbursable portion of COST OF PROJECT.

c. To accept the CITY'S assignment of Federal STP-L funds and apply a credit of Five Hundred Eighty Thousand and 00/100 Dollars ($580,000) to finance the estimated LOCAL SHARE OF COSTS.

d. To obtain CITY'S approval of plans for PROJECT prior to advertising for construction bids.

e. To solicit PROJECT for construction bids, award and administer the construction contract, do all things necessary and proper to complete PROJECT, and act on behalf of CITY in all negotiations pertaining thereto.

f. To furnish CITY within one hundred eighty (180) calendar days after final reimbursement received from Caltrans a final accounting of the actual COST OF PROJECT, including an itemization of actual unit costs and actual quantities for PROJECT.

g. To comply with all applicable Federal, State, and local laws, rules, and ordinances in the performance of this AGREEMENT AND ASSIGNMENT.

4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

a. The final accounting of the actual total COST OF PROJECT shall include an itemization of unit costs, actual quantities and costs, and reimbursement received under the National Highway Performance Program and/or Surface Transportation Program.

b. That if at final accounting LOCAL SHARE OF COSTS exceeds CITY'S assignment of Federal STP-L funds, as set forth in paragraph (2) b. above, CITY shall, upon review and approval of final accounting invoice as described in paragraph (4) c., below, pay to COUNTY the additional amount upon demand or assign additional CITY Federal STP-L funds to COUNTY. Said demand shall consist of a billing invoice prepared by COUNTY. Conversely, if the required LOCAL SHARE OF COSTS is less than the said assignment, COUNTY shall credit the difference to CITY'S available Federal STP-L funds within thirty (30) days of the date COUNTY furnishes CITY with the final accounting.

c. CITY shall review the final accounting invoice prepared by COUNTY and report in writing any discrepancies to COUNTY within sixty (60) calendar days after the date of said invoice. Undisputed charges shall be paid by CITY to COUNTY within sixty (60) calendar days after the date of said invoice. COUNTY shall review all disputed charges and submit a written justification detailing the basis for those charges within sixty (60) calendar days of receipt of CITY'S written report. CITY shall then make payment of the previously disputed charges or submit justification for nonpayment within sixty (60) calendar days after the date of COUNTY'S written justification.

d. COUNTY at any time may, at its sole discretion, designate an alternative payment mailing address and an alternative schedule for payment of CITY funds, if applicable. CITY shall be notified of such changes by invoice.

e. During construction of PROJECT, COUNTY shall furnish an inspector or other representative to perform the functions of an inspector. CITY may also furnish, at no cost to COUNTY, an inspector or other representative to inspect construction of PROJECT. Said inspectors shall cooperate and consult with each other, but the orders of COUNTY inspector to the contractors or any other person in charge of construction shall prevail and be final.

f. This AGREEMENT AND ASSIGNMENT may be amended or modified only by mutual written consent of CITY and COUNTY. Amendments and modification of a nonmaterial nature may be made by the mutual written consent of the parties' Directors of Public Works or their delegates.

g. Any correspondence, communication, or contact concerning this AGREEMENT AND ASSIGNMENT shall be directed to the following:

CITY: Mr. Wendell E. Johnson, P.E.
Interim Director of Public Works
City of Compton
205 S Willowbrook Avenue,
Compton, CA 90220

COUNTY: Mr. Mark Pestrella
Director of Public Works
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

h. Other than as provided below, neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability

occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT AND ASSIGNMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT AND ASSIGNMENT.

i. Neither COUNTY nor any officer or employee of COUNTY shall be responsible, directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement, or release of any hazardous materials, chemicals, or contaminants present at or stemming from the PROJECT within the CITY'S JURISDICTION or arising from acts or omissions on the part of the CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of the CITY under this AGREEMENT AND ASSIGNMENT, including liability under the Comprehensive Environmental, Response, Compensation and Liability Act of 1980 (CERCLA) and under the California Health and Safety Code. It is understood and agreed pursuant to Government Code Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any such damage, liability or claim. In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an agreement pursuant to 42 U.S.C. Section 9607(e), Section 107(e), of the amended CERCLA, and California Health and Safety Code Section 25364.

j. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this AGREEMENT AND ASSIGNMENT to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.

k. The provisions of this AGREEMENT AND ASSIGNMENT shall supersede and control over any provisions inconsistent herewith in the Assumption of Liability Agreement No. 32053 between CITY and COUNTY, adopted by the Board of Supervisors on December 27, 1977, and currently in effect.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT AND ASSIGNMENT to be executed by their respective officers, duly authorized, by the CITY OF COMPTON on _____, 2017, and by the COUNTY OF LOS ANGELES Director of Public Works on _____, 2017.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
Deputy

CITY OF COMPTON

By _____
City Manager

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:

By _____
City Attorney

P:\ddpub\Structures\BPMP\Agreements\Compton\BPMP Compton - Coop Agreement.docx

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **Public Works-Engineering**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH LOS ANGELES COUNTY TO ASSIGN FEDERAL SURFACE TRANSPORTATION PROGRAM-LOCAL (STP-L) FUNDS TO THE COUNTY FOR PREVENTIVE MAINTENANCE SERVICES ON NINETEEN (19) BRIDGES WITHIN THE CITY'S JURISDICTION ($580,000)**

Wendell Johnson	**12/13/2017 12:08:05 PM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

Ruth Rugley	**12/21/2017 7:53:02 PM**
CITY ATTORNEY	DATE
Nita McKay	**12/21/2017 2:34:29 PM**
CITY CONTROLLER	DATE
Cecil Rhambo	**12/20/2017 3:36:42 PM**
CITY MANAGER	DATE

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

January 9, 2018

TO: **MAYOR AND CITY COUNCIL MEMBERS**

FROM: **CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2017-2018 FISCAL YEAR BUDGET TO TRANSFER FUNDS BETWEEN ACCOUNTS AND AUTHORIZE AMENDMENTS TO THE AGREEMENTS WITH ALL CITY MANAGEMENT SERVICES, INC. AND THE COMPTON UNIFIED SCHOOL DISTRICT TO PROVIDE CROSSING GUARD SERVICES FOR AN ADDITIONAL LOCATION AND PERSONNEL ($15,878.80)**

SUMMARY

Adoption of the attached resolution will amend the 2017-2018 Fiscal Year budget to transfer $15,878.80 in funds between accounts and authorize the City Manager to amend the agreements between the City and All City Management Services, Inc. ("All City") and the Compton Unified School District ("CUSD") to provide additional crossing guard personnel for the remainder of the school year (i.e. January 8, 2018 through June 8, 2018) at the additional location of Wilmington Avenue and El Segundo Street at a shared cost with the CUSD in an amount not to exceed Fifteen Thousand Eight Hundred Seventy Eight Dollars and Eighty Cents ($15,878.80).

BACKGROUND

On September 5, 2017, the City Council adopted Resolution No. 24,642, authorizing the City Manager to renew two (2) City agreements: one with All City to provide School Crossing Guard services at 23 locations for CUSD; and, one with CUSD wherein they agree to equally share the cost of the services of All City.

All City currently provides crossing guards at 23 specified locations for the benefit of students of the CUSD during the regular school term for the Fiscal Year 2017-2018 at a total shared cost between the City and CUSD in the amount of $314,853.79.

STATEMENT OF FACT

To insure the safety and welfare of students and pedestrians, CUSD have determined that there is a need to provide two (2) additional crossing guards at the intersection of Wilmington Avenue and El Segundo Street – a location not included within the current agreements. CUSD has requested that the City share in the costs for this additional location and crossing personnel, which will require an amendment to the current agreement with All City to provide for the additional personnel, as well as authorize the payment of additional compensation in the amount of $15,878.80 to All City.

If the attached resolution is adopted, commencing on January 8, 2018, All City will provide two (2) additional crossing guards at the new location of Wilmington Avenue and El Segundo Street for a total of 856 additional hours. The billable hourly rate for the additional crossing guards will be Eighteen Dollars and Fifty-Five Cents ($18.55) per hour, and will cover the remainder of the school year (i.e. through June 8, 2018).

FINANCIAL IMPACT

The City of Compton and the Compton Unified School District will pay equal shares of Seven Thousand Nine Hundred Thirty Nine Dollars and Forty Cents ($7,939.40) for provision of the additional crossing guard services. The fiscal impact of expenses associated with the additional services shall not exceed a total of Fifteen Thousand Eight Hundred Seventy Eight Dollars and Eighty Cents ($15,878.80). If the contract amendments are authorized by the City Council, the costs for these services will total $330,732.59, half of which the CUSD will agree to reimburse to the City.

The 2017-2018 Fiscal Year budget shall need to be amended to transfer funds between accounts as follows:

From:

Account	Description	Amount
1001 670 000 4249	Special Department Expense	$15,878.00

To:

Account	Description	Amount
1001 670 000 4269	Other Contract Services	$15,878.80

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

**VICTOR OROZCO, SENIOR BUILDING OFFICIAL
BUILDING AND SAFETY DEPARTMENT**

APPROVED FOR FORWARDING:

**CECIL W. RHAMBO, JR.
CITY MANAGER**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2017-2018 FISCAL YEAR BUDGET TO TRANSFER FUNDS BETWEEN ACCOUNTS AND AUTHORIZE AMENDMENTS TO THE AGREEMENTS WITH ALL CITY MANAGEMENT SERVICES, INC. AND THE COMPTON UNIFIED SCHOOL DISTRICT TO PROVIDE CROSSING GUARD SERVICES FOR AN ADDITIONAL LOCATION AND PERSONNEL ($15,878.80)

WHEREAS, in an effort to provide for the safety and welfare of children who must cross busy thoroughfares and streets to reach their schools, the City of Compton and the Compton Unified School District have collaborated to provide crossing guard services at 23 designated locations within the City of Compton; and

WHEREAS, on September 5, 2017, the City Council adopted Resolution No. 24,624, authorizing the City Manager to renew two (2) City agreements: one with All City Management Services, Inc. ("All City") to provide School Crossing Guard services at 23 locations for Compton Unified School District ("CUSD"); and one with CUSD wherein CUSD agrees to equally share the cost of the services of All City; and

WHEREAS, All City currently provides crossing guards at 23 specified locations for the benefit of students of the CUSD during the regular school term for the Fiscal Year 2017-2018 at a total shared cost between the City and CUSD in the amount of $314,853.79; and

WHEREAS, to insure the safety and welfare of students and pedestrians, CUSD have determined that there is a need to provide two (2) additional crossing guards at the intersection of Wilmington Avenue and El Segundo Street – a location not included within the current agreements – and has requested that the City share in the costs for this additional location and crossing personnel, which requires an amendment to the current agreements to provide for the additional personnel, as well as authorization to pay additional compensation in the amount of $15,878.80 to All City; and

WHEREAS, upon amendment to the current agreements, commencing on January 8, 2018, All City will provide two (2) additional crossing guards at the new location of Wilmington Avenue and El Segundo Street for a total of 856 additional hours at the billable hourly rate of Eighteen Dollars and Fifty-Five Cents ($18.55) per hour, and will cover the remainder of the school year (i.e. through June 8, 2018); and

WHEREAS, the City and the CUSD shall pay equal shares of Seven Thousand Nine Hundred Thirty Nine Dollars and Forty Cents ($7,939.40) for provision of the additional crossing guard services; and

WHEREAS, funds for the additional expenditure of $15,878.80 will require that the 2017-2018 Fiscal Year budget be amended to transfer funds between accounts.

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

SECTION 1. That the City Manager, upon the advice and approval of the City Attorney is hereby authorized to amend the agreements between the City and All City Management Services, Inc. and the Compton Unified School District to provide additional crossing guard personnel for a total of 856 additional hours , billable at the rate of $18.55 per hours, for the remainder of the school year (i.e. January 8, 2018 through June 8, 2018) at the additional location of Wilmington Avenue and El Segundo Street at a shared cost with the Compton Unified School District in an amount not to exceed Fifteen Thousand Eight Hundred Seventy Eight Dollars and Eighty Cents ($15,878.80).

SECTION 2. That the 2017-2018 Fiscal Year budget shall be amended to transfer funds between accounts as follows:

From:

Account	Description	Amount
1001 670 000 4249	Special Department Expense	$15,878.00

To:

Account	Description	Amount
1001 670 000 4269	Other Contract Services	$15,878.80

SECTION 3. That an additional or supplemental purchase order is authorized to be established with All City Management, Inc. in the amount of Fifteen Thousand Eight Hundred Seventy Eight Dollars and Eighty Cents ($15,878.80). Compton Unified School District shall be responsible to reimburse the City one-half of this additional cost in the amount of $7,939.40.

SECTION 4. That funds in the amount of Fifteen Thousand Eight Hundred Seventy Eight Dollars and Eighty Cents ($15,878.80) shall be available in Account No. 1001 670 000 4269.

SECTION 5. That a copy of this Resolution shall be filed in the Offices of the City Clerk, City Manager, City Attorney, City Controller and the Building and Safety Department (Code Enforcement Division).

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

ADOPTED this _____ day of _____, 2018.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor and attested to by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2018.

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

FIRST AMENDMENT
CROSSING GUARD SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
ALL CITY MANAGEMENT SERVICES, INC.

This **FIRST AMENDMENT** is entered into by and between the **CITY OF COMPTON,** a municipal corporation of the State of California (hereinafter referred to as **"CITY"**), located at 205 South Willowbrook Avenue, Compton, California 90220, and **ALL CITY MANAGEMENT SERVICES, INC.** (hereinafter referred to as **"ALL CITY"**), located at 10440 Pioneer Boulevard, Suite 5, Santa Fe Springs, California 90670.

RECITALS

WHEREAS, pursuant to Resolution No. 24,642 adopted on the 5th of September 2017, the City Council authorized the City Manager to renew the Agreement with All City to provide crossing guard services at various locations for the benefits of students of the Compton Unified School District during the school term for 2017-2018 at a total cost of $314,853.79; and

WHEREAS, to insure the safety and welfare of students and pedestrians it has been determined that there is a need to amend the agreement with All City to provide two (2) additional crossing guards at the intersection of Wilmington Avenue and El Segundo Street from January 8, 2018 through June 8, 2018; and

WHEREAS, by Resolution No. _____ adopted on the ___ day of _____, 2018, the City Council authorized the City Manager to amend the current Agreement with All City for provision of the additional crossing guards at a total cost of $15,878.80; and

WHEREAS, Section 21 of the original Agreement provides that the Agreement may be amended by a written document executed by both parties.

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

AMENDMENTS

1. The parties agree to amend **Section 1 – Scope of Services to be Rendered by All City** of the original Agreement to expand the scope of services to include the provision of two (2) additional crossing guards at the intersection of Wilmington Avenue and El Segundo Street for a total of 856 hours for both crossing guards from January 8, 2018 through June 8, 2018, unless this Agreement is terminated sooner as provided herein.

2. The parties agree to amend **Section 4 – Compensation** of the original Agreement to provide additional compensation for the provision of the two (2) additional crossing guards during the remaining school term (i.e. January 8, 2018 through June 8, 2018) based on the following billing rates, with a maximum not-to-exceed total

compensation of Fifteen Thousand Eight Hundred and Seventy-Eight Dollars and Eighty Cents ($15,878.80): Eighteen Dollars and Fifty-Five Cents ($18.55) per hour per crossing guard services provided, with a maximum total of 856 hours guard of services provided at the specified location of Wilmington Avenue and El Segundo Street.

3. Except as provided for above, all other terms and conditions of the original Agreement and subsequent amendments thereto between the City and All City all remain in effect.

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

ALL CITY MANAGEMENT SERVICES, INC.

By _____ Dated: _____
Demetra Farwell, Corporate Secretary

CITY OF COMPTON

Approved by:

Dated: _____ By _____
Cecil W. Rhambo, Jr., City Manager

Approved as to form:

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

ATTEST:

Dated: _____ By _____
Alita Godwin, City Clerk

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **Building and Safety**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2017-2018 FISCAL YEAR BUDGET TO TRANSFER FUNDS BETWEEN ACCOUNTS AND AUTHORIZE AMENDMENTS TO THE AGREEMENTS WITH ALL CITY MANAGEMENT SERVICES, INC. AND THE COMPTON UNIFIED SCHOOL DISTRICT TO PROVIDE CROSSING GUARD SERVICES FOR AN ADDITIONAL LOCATION AND PERSONNEL ($15,878.80)**

<ManagersName> — DEPARTMENT MANAGER'S SIGNATURE

<ManagersDate> — DATE

REVIEW / APPROVAL

<LegalName> — CITY ATTORNEY

<LegalDate> — DATE

<ControllerName> — CITY CONTROLLER

<ControllerDate> — DATE

<CityManager> — CITY MANAGER

<CityManagerDate> — DATE

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

January 9, 2018

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: CITY CONTROLLER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH EADIE & PAYNE, LLP, FOR PROFESSIONAL INDEPENDENT AUDITING SERVICES FOR THE SINGLE AUDIT FOR FISCAL YEAR 2013-2014 AND FINANCIAL STATEMENT AUDIT/SINGLE AUDIT FOR FISCAL YEAR 2014-2015, FISCAL YEAR 2015-2016, AND FISCAL YEAR 2016-2017 ($850,000)

SUMMARY

This resolution authorizes the City Manager to execute a Professional Services Agreement between the City of Compton and Eadie & Payne, LLP (Certified Public Accountants), for professional independent auditing services for the Single Audit for Fiscal Year 2013-2014, financial statement/Single Audit for Fiscal Years 2014-2015, 2015-2016 and 2016-2017 for a total not to exceed amount of $100,000 for the 2013-2014 Single Audit and a not to exceed amount of $250,000 for each of the other fiscal years under audit.

BACKGROUND

Section 1419 of the City Charter of the City of Compton provides for the employment of a qualified accountant at the beginning of each fiscal year, who at such time or times as may be specified by the City Council shall examine the books, records, inventories and reports of all officers and employees who receive, handle or disburse public funds and of such other officers, employees and departments as the City Council may direct.

For Fiscal Years 2011-2012, 2012-2013 and 2013-2014, the City contracted with Macias, Gini & O'Connell, LLP, to perform the financial audits/Single Audits (audit of federal grants). These audits were completed with the exception of the Single Audit for Fiscal Year 2013-2014.

The City needs to have the financial records audited for Fiscal Years 2014-2015, 2015-2016 and 2016-2017, as well as the Single Audits (audits of federal grants) performed for Fiscal Years 2013-2014, 2014-2015, 2015-2016 and 2016-2017.

STATEMENT OF ISSUE

The City Controller's Office requested proposals from twelve (12) professional Certified Public Accounting firms who specialize in governmental audit services in California. Audit services are to include:

- An audit performed in accordance with generally accepted auditing standards;
- An independent auditor's report on the fair presentation of the financial statements in conformity with generally accepted accounting principles;
- A separate Single Audit report on grant activity, internal control and compliance with grantor requirements; and
- A report on the Appropriations Limit for each fiscal year.

Four (4) firms responded with proposals to perform the necessary independent audits listed in the preceding paragraphs. The not-to-exceed cost proposals from the four (4) CPA firms are as follows:

	FY 2013-14	**FY 2014-15**	**FY 2015-16**	**FY 2016-17**
Eadie & Payne, LLP	$100,000	$250,000	$250,000	$250,000
Maze & Associates	$77,000	$301,680	$301,680	$301,680
The Pun Group	$65,000	$325,000	$325,000	$325,000
Vasquez & Co., LLP	$86,345	$176,353	$150,348	$156,651

The City Controller, Deputy City Controller, Internal Auditor, and Accountants interviewed the four audit firms that submitted proposals for the City's financial audits. Each firm was evaluated on the following criteria:

- Experience and demonstrated professional skills and credentials with performing technically challenging audits of like cities, specifically as it relates to experience of the proposed staff;
- Ability of the audit team to meet required deadlines for the City;
- Anticipated support requirements of City staff;
- Technical advice throughout the year on special accounting issues; and
- A not to exceed (fixed fee) amount for all fiscal years' audits.

The City Controller recommends that Eadie & Payne, LLP, be hired to perform the financial audit services listed in the preceding paragraphs for the following reasons:

- Significant experience with performing technically challenging audits as it relates to experience of the senior auditor and manager of the audit team, having audited other cities in arrears in completing their financial audits;
- Ability of the audit team to meet required deadlines for the City (completing Single Audit for Fiscal Year 2013-2014 and financial statement audits/Single Audits for Fiscal Years 2014-2015, 2015-2016 and 2016-2017 within twelve months from execution of the proposed professional services agreement);

- Responsiveness to the requirements of the City of Compton; and
- Commitment to assisting City staff in becoming current on the audited financial statements.

As required by the City to provide a not-to-exceed cap on the audit services for each fiscal year, Eadie & Payne, LLP, submitted their proposed maximum fees to audit the Fiscal Year 2013-2014 Single Audit (federal grants) and Fiscal Years 2014-2015, 2015-2016 and 2016-2017 (both financial statement audits and Single Audits), as follows:

- Fiscal Year 2013-2014 $100,000
- Fiscal Year 2014-2015 $250,000
- Fiscal Year 2015-2016 $250,000
- Fiscal Year 2016-2017 $250,000

FINANCIAL IMPACT

The Fiscal Year 2017-2018 Operating Budget includes sufficient funds for audit services for the four (4) fiscal years in the City Controller's Office in Account No. 1001-065-4266 – Contract Services.

RECOMMENDATION

It is recommended that the Mayor and City Council adopt the attached Resolution.

NITA MCKAY
CITY CONTROLLER

APPROVED FOR FORWARDING:

CECIL W. RHAMBO, JR.
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH EADIE & PAYNE, LLP, FOR PROFESSIONAL INDEPENDENT AUDITING SERVICES FOR THE SINGLE AUDIT FOR FISCAL YEAR 2013-2014 AND FINANCIAL STATEMENT AUDIT/SINGLE AUDIT FOR FISCAL YEAR 2014-2015, FISCAL YEAR 2015-2016, AND FISCAL YEAR 2016-2017 ($850,000)

WHEREAS, Section 1419 of the City Charter of the City of Compton provides for the employment of a qualified accountant at the beginning of each fiscal year, who at such time or times as may be specified by the City Council shall examine the books, records, inventories and reports of all officers and employees who receive, handle or disburse public funds and of such other officers, employees and departments as the City Council may direct; and

WHEREAS, an annual audit is also required to satisfy Federal legislation, state regulations, grants requirements, bonds covenants and other applicable regulations; and

WHEREAS, the City hired Macias, Gini & O'Connell LLP (MGO) to provide audit services for Fiscal Years 2011-2012, 2012-2013 and 2013-2014, which audits have been completed; and

WHEREAS, the City needs to have the financial records audited for Fiscal Years 2014-2015, 2015-2016 and 2016-2017, as well as the Single Audits (audits of federal grants) performed for Fiscal Years 2013-2014, 2014-2015, 2015-2016 and 2016-2017; and

WHEREAS, the City solicited quotes from qualified independent Certified Public Accountant firms and upon completion of a selection process, which included interviews with staff, reference checks and verification of the required peer review, staff recommends selection of Eadie & Payne, LLP, as the preferred Independent Auditor to complete the aforementioned audits for a not to exceed cost of $100,000 for the Fiscal Year 2013-2014 Single Audit, $250,000 for the financial statement/Single Audit for Fiscal Years 2014-2015, 2015-2016, and 2016-2017; and

WHEREAS, it is important that the City have its financial audits/Single Audits completed expeditiously; and

WHEREAS, the Fiscal Year 2017-2018 Operating Budget includes sufficient funds for audit services for the four (4) fiscal years.

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

SECTION 1. That the City Manager, on the advice and approval of the City Attorney is hereby authorized to enter into a professional services agreement with the Eadie & Payne, LLP (Certified Public Accountants), to provide independent City-wide audit services as follows: for June 30, 2014 Single Audit ($100,000.00); for June 30, 2015 Financial Statement Audit and Single Audit ($250,000.00); for June 30, 2016 Financial Statement Audit and Single Audit ($250,000.00); and June 30, 2017 Financial Statement Audit and Single Audit ($250,000.00).

SECTION 2. That funds in the amount of Eight Hundred Fifty Thousand Dollars ($850,000.00) are available in the Fiscal Year 2017-2018 operating budget in Account No. 1001 650 000 4266.

SECTION 3. That a purchase order is authorized to be established is the amount of $850,000.00.

SECTION 4. That a duly certified copy of the Resolution shall be filed with the offices of the City Manager, City Clerk, City Attorney and the City Controller.

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

ADOPTED this _____ day of _____, 2018.

_____
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 _____, 2018.

That said Resolution was adopted by the following vote:

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

_____
CITY CLERK OF THE CITY OF COMPTON

December 13, 2017

Honorable Members of the City Council
City of Compton
205 S. Willowbrook Avenue
Compton, CA 90220

Re: Fiscal year ended June 30, 2014 Single Audit

Eadie and Payne, LLP is pleased to provide City of Compton with the professional services described below. This letter and the attached *Terms and Conditions Addendum* and any other attachments incorporated herein (collectively, "Agreement"), confirms our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide. The engagement between you and our firm will be governed by the terms of this Agreement.

Engagement Objective and Scope

We will audit the schedule of expenditures of federal awards (SEFA) of the City of Compton as of and for the year ended on June 30, 2014, and the related notes.

Audit Objectives

The objective of our audit is the expression of an opinion as to whether the schedule of expenditures of federal awards is fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. The objective also includes reporting on –

- Internal control over financial reporting related to the SEFA and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the SEFA in accordance with *Government Auditing Standards*.

- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that the purpose of the report is solely to describe the scope of testing of internal control over financial reporting and compliance, and the result of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, and that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and compliance.

EADIE + PAYNE LLP
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Certified Public Accountants
& Business Advisors

The OMB Circular A-133 report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of the accounting records of City of Compton, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to members of the City Council of the City of Compton. We cannot provide assurance that an unmodified opinion will be expressed. Our report will include an emphasis of matter paragraph describing the purpose of the SEFA. Additionally, circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the SEFA; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the SEFA. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the SEFA is free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include direct confirmations by correspondence with selected individuals and funding sources. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Controls

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under professional standards and *Government Auditing Standards* and OMB Circular A-133.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Compton's compliance with provisions of applicable laws, regulations, contracts, agreements and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of City of Compton's major programs. The purpose of these procedures will be to express an opinion on City of Compton's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Other Services

We will also assist in preparing the schedule of expenditures of federal awards and related notes of City of Compton in conformity with U.S. generally accepted accounting principles and the OMB Circular A-133 based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

Management Responsibilities

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over federal awards compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the SEFA, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the SEFA to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the SEFA as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the OMB Circular A-133, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with OMB Circular A-133. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with OMB Circular A-133; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with OMB Circular A-133; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, or attestation engagements performance audits or studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the schedule of expenditures of federal awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all confirmations we request and will locate any documents selected by us for testing.

The engagement team will be led by Hong N. Nguyen and Donald N. Ecker.

Our fees for the single audit will be $100,000 inclusive of expenses. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

By your signature below, you acknowledge and agree that upon the expiration of the seven-year period, Eadie and Payne, LLP shall be free to destroy our records related to this engagement.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign this letter and return it to us.

Very truly yours,

EADIE AND PAYNE, LLP

Donald N. Ecker
Co-Client Services Executive

Hong N. Nguyen
Co-Client Services Executive

RESPONSE:

This letter correctly sets forth the understanding of the City of Compton.

Management signature: _____
Title: _____
Date: _____

Governance signature: _____
Title: _____
Date: _____

October 31, 2017

Honorable Members of the City Council
City of Compton
205 S. Willowbrook Avenue
Compton, CA 90220

Re: Fiscal year ended June 30, 2015 audit

Eadie and Payne, LLP is pleased to provide City of Compton with the professional services described below. This letter and the attached *Terms and Conditions Addendum* and any other attachments incorporated herein (collectively, "Agreement"), confirms our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide. The engagement between you and our firm will be governed by the terms of this Agreement.

Engagement Objective and Scope

We will audit the financial statements of the governmental activities, the business-type activities, and each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City of Compton as of and for the year ended on June 30, 2015. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Compton's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Compton's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis;
2) Budgetary comparison schedules
   a) General Fund
   b) Other Major Special Revenue Funds, as applicable
3) Schedules of Funding Progress
4) Notes to Required Supplementary Information

EADIE + PAYNE LLP
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Certified Public Accountants
& Business Advisors

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Compton's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole, in a separate written report accompanying our auditor's report on the financial statements or in a report combined with our auditor's report on the financial statements:

1) Nonmajor Governmental Funds
   a) Nonmajor Governmental Funds
   b) Combining Balance Sheet
   c) Combining Statement of Revenues, Expenditures, and Changes in Fund Balances

2) Nonmajor Enterprise Funds
   a) Nonmajor Enterprise Funds
   b) Combining Statement of Net Position
   c) Combining Statement of Revenues, Expenses, and Changes in Fund Net Position
   d) Combining Statement of Cash Flows

3) Internal Service Funds
   a) Description of Internal Service Funds
   b) Combining Statement of Net Position
   c) Combining Statement of Revenues, Expenses, and Changes in Fund Net Position
   d) Combining Statement of Cash Flows

4) Schedule of Expenditures of Federal Awards.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on –

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that the purpose of the report is solely to describe the scope of testing of internal control over financial reporting and compliance, and the result of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, and that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and compliance. The OMB Circular A-133 report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of the accounting records of City of Compton, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to members of the City Council of the City of Compton. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards

Audit Procedures—Internal Controls

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under professional standards and *Government Auditing Standards* and OMB Circular A-133.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Compton's compliance with provisions of applicable laws, regulations, contracts, agreements and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of City of Compton's major programs. The purpose of these procedures will be to express an opinion on City of Compton's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Other Services

We will also assist in preparing the financial statements and related notes of City of Compton in conformity with U.S. generally accepted accounting principles and the OMB Circular A-133 based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

Management Responsibilities

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the OMB Circular A-133, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with OMB Circular A-133. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with OMB Circular A-133; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with OMB Circular A-133; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date of the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, or attestation engagements performance audits or studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, and other confirmations we request and will locate any documents selected by us for testing.

The engagement team will be led by Hong N. Nguyen and Donald N. Ecker.

Our fees for the financial and single audit will be $250,000 inclusive of expenses. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

By your signature below, you acknowledge and agree that upon the expiration of the seven-year period, Eadie and Payne, LLP shall be free to destroy our records related to this engagement.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign this letter and return it to us.

Very truly yours,

EADIE AND PAYNE, LLP

Donald N. Ecker
Co-Client Services Executive

Hong N. Nguyen
Co-Client Services Executive

RESPONSE:

This letter correctly sets forth the understanding of the City of Compton.

Management signature: _____
Title: _____
Date: _____

Governance signature: _____
Title: _____
Date: _____

#9.

Eadie and Payne, LLP's Terms and Conditions Addendum

Overview

This addendum to the engagement letter describes our standard terms and conditions ("Terms and Conditions") related to our provision of services to you. This addendum and the accompanying engagement letter comprise your agreement with us ("Agreement"). If there is any inconsistency between the engagement letter and this *Terms and Conditions Addendum*, the engagement letter will prevail to the extent of the inconsistency.

For the purposes of this *Terms and Conditions Addendum*, any reference to "we," "us," or "our" is a reference to Eadie and Payne, LLP, and any reference to "you," or "your" is a reference to the party or parties that have engaged us to provide services. References to "Agreement" mean the engagement letter or other written document describing the scope of services, any other attachments incorporated therein, and this *Terms and Conditions Addendum*.

Billing and Payment Terms

We will bill you for our professional fees and out-of-pocket costs upon completion of the service or monthly as work progresses. Payment is due within 30 days of the date on the billing statement. If payment is not received by the due date, you will be assessed interest charges of 1% per month on the unpaid balance.

We reserve the right to suspend or terminate our work for non-payment of fees. If our work is suspended or terminated, you agree that we will not be responsible for your failure to meet governmental and other deadlines, for any penalties or interest that may be assessed against you resulting from your failure to meet such deadlines, and for any other damages (including but not limited to consequential, indirect, lost profits, or punitive damages) incurred as a result of the suspension or termination of our services.

Electronic Data Communication and Storage

In the interest of facilitating our services to you, we may send data over the Internet, or store electronic data via computer software applications hosted remotely on the Internet or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. We may use third party service providers to store or transmit this data, such as providers of tax return preparation software. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with our obligations under applicable laws, regulations, and professional standards. We require our third party vendors to do the same.

You recognize and accept that we have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us or our third party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third party service providers during this engagement.

Client Portals

To enhance our services to you, we will utilize ShareFile, a collaborative, virtual workspace in a protected, online environment. ShareFile permits real-time collaboration across geographic boundaries and time zones and allows Eadie and Payne, LLP and you to share data, engagement information, knowledge, and deliverables in a protected environment. In order to use ShareFile, you will be required to execute a client portal agreement and agree to be bound by the terms, conditions and limitations of such agreement.

You agree that Eadie and Payne, LLP has no responsibility for the activities of ShareFile and agree to indemnify and hold Eadie and Payne, LLP harmless with respect to any and all claims arising from or related to the operation of ShareFile. While ShareFile backs up your files to a third party server, we recommend that you also maintain your own backup files.

Newsletters and Similar Communications

We may send newsletters, emails, explanations of technical developments or similar communications to you. These communications are of a general nature and should not be construed as professional advice. We may not send all such communications to you. These communications do not continue a client relationship with you, nor do they constitute advice or an undertaking on our part to monitor issues for you.

Records Management

Record Retention and Ownership

We will return all of your original records and documents provided to us at the conclusion of the engagement. Your records are the primary records for your operations and comprise the backup and support for your work product. Our copies of your records and documents are not a substitute for your own records and do not mitigate your record retention obligations under any applicable laws or regulations.

Workpapers and other documents created by us are our property and will remain in our control. Copies are not to be distributed without your written request and our prior written consent. Our workpapers will be maintained by us in accordance with our firm's record retention policy and any applicable legal and regulatory requirements.

Our firm destroys workpaper files after a period of 7 years. Catastrophic events or physical deterioration may result in damage to or destruction of our firm's records, causing the records to be unavailable before the expiration of the retention period as stated in our record retention policy.

Working Paper Access Requests by Regulators and Others

State, federal and foreign regulators may request access to or copies of certain workpapers pursuant to applicable legal or regulatory requirements. Requests also may arise with respect to peer review, an ethics investigation, or the sale of our accounting practice. If requested, access to such workpapers will be provided under the supervision of firm personnel. Regulators may request copies of selected workpapers to distribute the copies or information contained therein to others, including other governmental agencies.

If we receive a request for copies of selected workpapers, provided that we are not prohibited from doing so by applicable laws or regulations, we agree to inform you of such request as soon as practicable. You may, within the time permitted for our firm to respond to any request, initiate such legal action as you deem appropriate, at your sole expense, to attempt to limit the disclosure of information. If you take no action within the time permitted for us to respond, or if your action does not result in a judicial order protecting us from supplying requested information, we may construe your inaction or failure as consent to comply with the request.

If we are not a party to the proceeding in which the information is sought, you agree to reimburse us for our professional time and expenses, as well as the fees and expenses of our legal counsel, incurred in responding to such requests. This paragraph will survive termination of this Agreement.

Summons or Subpoenas

All information you provide to us in connection with this engagement will be maintained by us on a strictly confidential basis.

If we receive a summons or subpoena which our legal counsel determines requires us to produce documents from this engagement or testify about this engagement, provided that we are not prohibited from doing so by applicable laws or regulations, we agree to inform you of such summons or subpoena as soon as practicable. You may, within the time permitted for our firm to respond to any request, initiate such legal action as you deem appropriate, at your sole expense, to attempt to limit discovery. If you take no action within the time permitted for us to respond, or if your action does not result in a judicial order protecting us from supplying requested information, we may construe your inaction or failure as consent to comply with the request.

If we are not a party to the proceeding in which the information is sought, you agree to reimburse us for our professional time and expenses, as well as the fees and expenses of our legal counsel, incurred in responding to such requests. This paragraph will survive termination of this Agreement.

Disclaimer of Legal and Investment Advice

Our services under this Agreement do not constitute legal or investment advice unless specifically agreed to in the *Engagement Objective and Scope* section of this Agreement. We recommend that you retain legal counsel and investment advisors to provide such advice.

Brokerage or Investment Advisory Statements

If you provide our firm with copies of brokerage (or investment advisory) statements and/or read-only access to your accounts, we will use the information solely for the purpose described in the *Engagement Objective and Scope* section of the engagement letter. We will rely on the accuracy of the information provided in the statements and will not undertake any action to verify this information. We will not monitor transactions, investment activity, provide investment advice, or supervise the actions of the entity or individuals entering into transactions or investment activities on your behalf. We recommend you receive and carefully review all statements upon receipt, and direct any questions regarding account activity to your banker, broker or investment advisor.

Other Income, Losses and Expenses

If you realized income, loss or expense from a business or supplemental income or loss, the reporting requirements of federal and state income tax authorities apply to such income, loss or expense. You are responsible for complying with all applicable laws and regulations pertaining to such operations, including the classification of workers as employees or independent contractors and related payroll tax and withholding requirements.

Limitations on Oral and Email Communications

We may discuss with you our views regarding the treatment of certain items or decisions you may face. We may also provide you with information in an email. Any advice or information delivered orally or in an email (rather than through a memorandum delivered as an email attachment) will be based upon limited research and a limited discussion and analysis of the underlying facts. Additional research or a more complete review of the facts may affect our analysis and conclusions.

Due to these limitations and the related risks, it may or may not be appropriate to proceed with any decision solely on the basis of any oral or email communication. You accept all responsibility, except to the extent caused by the gross negligence or willful misconduct of Eadie and Payne, LLP, for any loss, cost or expense resulting from your decision (i) not to have us perform the research and analysis necessary to reach a more definitive conclusion and (ii) to instead rely on an oral or email communication. The limitation in this paragraph will not apply to an item of written advice that is a deliverable of a separate engagement. If you wish to engage us to provide formal advice on a matter on which we have communicated orally or by email, we will confirm this in a separate engagement letter.

Management Responsibilities

While Eadie and Payne, LLP can provide assistance and recommendations, you are responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge or experience to oversee any services that Eadie and Payne, LLP provides. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. You are ultimately responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

Conflicts of Interest

If we, in our sole discretion, believe a conflict has arisen affecting our ability to deliver services to you in accordance with either the ethical standards of our firm or the ethical standards of our profession, we may be required to suspend or terminate our services without issuing our work product.

Alternative Dispute Resolution

If a dispute arises out of or relates to the Agreement including the scope of services contained herein, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try to settle the dispute by mediation administered by the American Arbitration Association ("AAA") under the *AAA Professional Accounting and Related Services Dispute Resolution Rules* before resorting to arbitration, litigation, or some other dispute resolution procedure. The mediator will be selected by agreement of the parties. If the parties cannot agree on a mediator, a mediator shall be designated by the AAA. Any mediator so designated must be acceptable to all parties. The mediation will be conducted in California.

The mediation will be treated as a settlement discussion and, therefore, will be confidential. The mediator may not testify for either party in any later proceeding related to the dispute. No recording or transcript shall be made of the mediation proceedings. The costs of any mediation proceedings shall be shared equally by all parties. Any costs for legal representation shall be borne by the hiring party.

Proprietary Information

You acknowledge that proprietary information, documents, materials, management techniques and other intellectual property we use are a material source of the services we perform and were developed prior to our association with you. Any new forms, software, documents or intellectual property we develop during this engagement for your use shall belong to us, and you shall have the limited right to use them solely within your business. All reports, templates, manuals, forms, checklists, questionnaires, letters, agreements and other documents which we make available to you are confidential and proprietary to us. Neither you, nor any of your agents, will copy, electronically store, reproduce or make available to anyone other than your personnel, any such documents. This provision will apply to all materials whether in digital, "hard copy" format or other medium.

Statute of Limitations

You agree that any claim arising out of this Agreement shall be commenced within one (1) year of the delivery of the work product to you, regardless of any longer period of time for commencing such claim as may be set by law. A claim is understood to be a demand for money or services, the service of a suit, or the institution of arbitration proceedings against Eadie and Payne, LLP.

Termination and Withdrawal

We reserve the right to withdraw from the engagement without completing services for any reason, including, but not limited to, your failure to comply with the terms of this Agreement or as we determine professional standards require.

Assignment

All parties acknowledge and agree that the terms and conditions of this Agreement shall be binding upon and inure to the parties' successors and assigns, subject to applicable laws and regulations.

Severability

If any portion of this Agreement is deemed invalid or unenforceable, said finding shall not operate to invalidate the remainder of the terms set forth in this Agreement.

Entire Agreement

The engagement letter, including this *Terms and Conditions Addendum* and any other attachments, encompasses the entire agreement of the parties and supersedes all previous understandings and agreements between the parties, whether oral or written. Any modification to the terms of this Agreement must be made in writing and signed by both parties.

October 31, 2017

Honorable Members of the City Council
City of Compton
205 S. Willowbrook Avenue
Compton, CA 90220

Re: Fiscal year ended June 30, 2016 audit

Eadie and Payne, LLP is pleased to provide City of Compton with the professional services described below. This letter, and the attached *Terms and Conditions Addendum* and any other attachments incorporated herein (collectively, "Agreement"), confirms our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide. The engagement between you and our firm will be governed by the terms of this Agreement.

Engagement Objective and Scope

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of City of Compton as of and for the year ended June 30, 2016. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Compton's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Compton's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis
2) Budgetary Comparison Schedules
   a) General Fund
   b) Other Major Special Revenue Funds, as applicable
3) Schedules of changes in net pension liability and related ratios;
4) Schedule of proportionate share of net pension liability and related ratios;
5) Schedules of plan contributions; and,
6) Schedule of funding progress for OPEB plan.
7) Notes to Required Supplementary Information

EADIE + PAYNE LLP
Celebrating a Century of Quality Service

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P.O. Box 1529
Riverside, CA 92502-1529
Office: 951-241-7800
www.eadiepaynellp.com

Certified Public Accountants
& Business Advisors

We have also been engaged to report on supplementary information other than RSI that accompanies City of Compton's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a separate written report accompanying our auditor's report on the financial statements.

1) Nonmajor Governmental Funds
   a) Nonmajor Governmental Funds
   b) Combining Balance Sheet
   c) Combining Statement of Revenues, Expenditures, and Changes in Fund Balances

2) Nonmajor Enterprise Funds
   a) Nonmajor Enterprise Funds
   b) Combining Statement of Net Position
   c) Combining Statement of Revenues, Expenses, and Changes in Fund Net Position
   d) Combining Statement of Cash Flows

3) Internal Service Funds
   a) Description of Internal Service Funds
   b) Combining Statement of Net Position
   c) Combining Statement of Revenues, Expenses, and Changes in Fund Net Position
   d) Combining Statement of Cash Flows

4) Schedule of Expenditures of Federal Awards.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the members of the City Council of the City of Compton. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Compton's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of City of Compton's major programs. The purpose of these procedures will be to express an opinion on City of Compton's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements and related notes of City of Compton in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

Management Responsibilities

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to [include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, and other confirmations we request and will locate any documents selected by us for testing.

The engagement team will be led by Hong N. Nguyen and Donald N. Ecker.

Our fees for the financial and single audit will be $250,000 inclusive of expenses. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

By your signature below, you acknowledge and agree that upon the expiration of the seven-year period, Eadie and Payne, LLP shall be free to destroy our records related to this engagement.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign this letter and return it to us.

Very truly yours,

EADIE AND PAYNE, LLP

Donald N. Ecker
Co-Client Services Executive

Hong N. Nguyen
Co-Client Services Executive

RESPONSE:

This letter correctly sets forth the understanding of the City of Compton.

Management signature: _____
Title: _____
Date: _____

Governance signature: _____
Title: _____
Date: _____

#9.

Eadie and Payne, LLP's Terms and Conditions Addendum

Overview

This addendum to the engagement letter describes our standard terms and conditions ("Terms and Conditions") related to our provision of services to you. This addendum and the accompanying engagement letter comprise your agreement with us ("Agreement"). If there is any inconsistency between the engagement letter and this *Terms and Conditions Addendum*, the engagement letter will prevail to the extent of the inconsistency.

For the purposes of this *Terms and Conditions Addendum*, any reference to "we," "us," or "our" is a reference to Eadie and Payne, LLP, and any reference to "you," or "your" is a reference to the party or parties that have engaged us to provide services. References to "Agreement" mean the engagement letter or other written document describing the scope of services, any other attachments incorporated therein, and this *Terms and Conditions Addendum*.

Billing and Payment Terms

We will bill you for our professional fees and out-of-pocket costs upon completion of the service or monthly as work progresses. Payment is due within 30 days of the date on the billing statement. If payment is not received by the due date, you will be assessed interest charges of 1% per month on the unpaid balance.

We reserve the right to suspend or terminate our work for non-payment of fees. If our work is suspended or terminated, you agree that we will not be responsible for your failure to meet governmental and other deadlines, for any penalties or interest that may be assessed against you resulting from your failure to meet such deadlines, and for any other damages (including but not limited to consequential, indirect, lost profits, or punitive damages) incurred as a result of the suspension or termination of our services.

Electronic Data Communication and Storage

In the interest of facilitating our services to you, we may send data over the Internet, or store electronic data via computer software applications hosted remotely on the Internet or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. We may use third party service providers to store or transmit this data, such as providers of tax return preparation software. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with our obligations under applicable laws, regulations, and professional standards. We require our third party vendors to do the same.

You recognize and accept that we have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us or our third party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third party service providers during this engagement.

Client Portals

To enhance our services to you, we will utilize ShareFile, a collaborative, virtual workspace in a protected, online environment. ShareFile permits real-time collaboration across geographic boundaries and time zones and allows Eadie and Payne, LLP and you to share data, engagement information, knowledge, and deliverables in a protected environment. In order to use ShareFile, you will be required to execute a client portal agreement and agree to be bound by the terms, conditions and limitations of such agreement.

You agree that Eadie and Payne, LLP has no responsibility for the activities of ShareFile and agree to indemnify and hold Eadie and Payne, LLP harmless with respect to any and all claims arising from or related to the operation of ShareFile. While ShareFile backs up your files to a third party server, we recommend that you also maintain your own backup files.

Newsletters and Similar Communications

We may send newsletters, emails, explanations of technical developments or similar communications to you. These communications are of a general nature and should not be construed as professional advice. We may not send all such communications to you. These communications do not continue a client relationship with you, nor do they constitute advice or an undertaking on our part to monitor issues for you.

Records Management

Record Retention and Ownership

We will return all of your original records and documents provided to us at the conclusion of the engagement. Your records are the primary records for your operations and comprise the backup and support for your work product. Our copies of your records and documents are not a substitute for your own records and do not mitigate your record retention obligations under any applicable laws or regulations.

Workpapers and other documents created by us are our property and will remain in our control. Copies are not to be distributed without your written request and our prior written consent. Our workpapers will be maintained by us in accordance with our firm's record retention policy and any applicable legal and regulatory requirements.

Our firm destroys workpaper files after a period of 7 years. Catastrophic events or physical deterioration may result in damage to or destruction of our firm's records, causing the records to be unavailable before the expiration of the retention period as stated in our record retention policy.

Working Paper Access Requests by Regulators and Others

State, federal and foreign regulators may request access to or copies of certain workpapers pursuant to applicable legal or regulatory requirements. Requests also may arise with respect to peer review, an ethics investigation, or the sale of our accounting practice. If requested, access to such workpapers will be provided under the supervision of firm personnel. Regulators may request copies of selected workpapers to distribute the copies or information contained therein to others, including other governmental agencies.

If we receive a request for copies of selected workpapers, provided that we are not prohibited from doing so by applicable laws or regulations, we agree to inform you of such request as soon as practicable. You may, within the time permitted for our firm to respond to any request, initiate such legal action as you deem appropriate, at your sole expense, to attempt to limit the disclosure of information. If you take no action within the time permitted for us to respond, or if your action does not result in a judicial order protecting us from supplying requested information, we may construe your inaction or failure as consent to comply with the request.

If we are not a party to the proceeding in which the information is sought, you agree to reimburse us for our professional time and expenses, as well as the fees and expenses of our legal counsel, incurred in responding to such requests. This paragraph will survive termination of this Agreement.

Summons or Subpoenas

All information you provide to us in connection with this engagement will be maintained by us on a strictly confidential basis.

If we receive a summons or subpoena which our legal counsel determines requires us to produce documents from this engagement or testify about this engagement, provided that we are not prohibited from doing so by applicable laws or regulations, we agree to inform you of such summons or subpoena as soon as practicable. You may, within the time permitted for our firm to respond to any request, initiate such legal action as you deem appropriate, at your sole expense, to attempt to limit discovery. If you take no action within the time permitted for us to respond, or if your action does not result in a judicial order protecting us from supplying requested information, we may construe your inaction or failure as consent to comply with the request.

If we are not a party to the proceeding in which the information is sought, you agree to reimburse us for our professional time and expenses, as well as the fees and expenses of our legal counsel, incurred in responding to such requests. This paragraph will survive termination of this Agreement.

Disclaimer of Legal and Investment Advice

Our services under this Agreement do not constitute legal or investment advice unless specifically agreed to in the *Engagement Objective and Scope* section of this Agreement. We recommend that you retain legal counsel and investment advisors to provide such advice.

Brokerage or Investment Advisory Statements

If you provide our firm with copies of brokerage (or investment advisory) statements and/or read-only access to your accounts, we will use the information solely for the purpose described in the *Engagement Objective and Scope* section of the engagement letter. We will rely on the accuracy of the information provided in the statements and will not undertake any action to verify this information. We will not monitor transactions, investment activity, provide investment advice, or supervise the actions of the entity or individuals entering into transactions or investment activities on your behalf. We recommend you receive and carefully review all statements upon receipt, and direct any questions regarding account activity to your banker, broker or investment advisor.

Other Income, Losses and Expenses

If you realized income, loss or expense from a business or supplemental income or loss, the reporting requirements of federal and state income tax authorities apply to such income, loss or expense. You are responsible for complying with all applicable laws and regulations pertaining to such operations, including the classification of workers as employees or independent contractors and related payroll tax and withholding requirements.

Limitations on Oral and Email Communications

We may discuss with you our views regarding the treatment of certain items or decisions you may face. We may also provide you with information in an email. Any advice or information delivered orally or in an email (rather than through a memorandum delivered as an email attachment) will be based upon limited research and a limited discussion and analysis of the underlying facts. Additional research or a more complete review of the facts may affect our analysis and conclusions.

Due to these limitations and the related risks, it may or may not be appropriate to proceed with any decision solely on the basis of any oral or email communication. You accept all responsibility, except to the extent caused by the gross negligence or willful misconduct of Eadie and Payne, LLP, for any loss, cost or expense resulting from your decision (i) not to have us perform the research and analysis necessary to reach a more definitive conclusion and (ii) to instead rely on an oral or email communication. The limitation in this paragraph will not apply to an item of written advice that is a deliverable of a separate engagement. If you wish to engage us to provide formal advice on a matter on which we have communicated orally or by email, we will confirm this in a separate engagement letter.

Management Responsibilities

While Eadie and Payne, LLP can provide assistance and recommendations, you are responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge or experience to oversee any services that Eadie and Payne, LLP provides. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. You are ultimately responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

Conflicts of Interest

If we, in our sole discretion, believe a conflict has arisen affecting our ability to deliver services to you in accordance with either the ethical standards of our firm or the ethical standards of our profession, we may be required to suspend or terminate our services without issuing our work product.

Alternative Dispute Resolution

If a dispute arises out of or relates to the Agreement including the scope of services contained herein, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try to settle the dispute by mediation administered by the American Arbitration Association ("AAA") under the *AAA Professional Accounting and Related Services Dispute Resolution Rules* before resorting to arbitration, litigation, or some other dispute resolution procedure. The mediator will be selected by agreement of the parties. If the parties cannot agree on a mediator, a mediator shall be designated by the AAA. Any mediator so designated must be acceptable to all parties. The mediation will be conducted in California.

The mediation will be treated as a settlement discussion and, therefore, will be confidential. The mediator may not testify for either party in any later proceeding related to the dispute. No recording or transcript shall be made of the mediation proceedings. The costs of any mediation proceedings shall be shared equally by all parties. Any costs for legal representation shall be borne by the hiring party.

Proprietary Information

You acknowledge that proprietary information, documents, materials, management techniques and other intellectual property we use are a material source of the services we perform and were developed prior to our association with you. Any new forms, software, documents or intellectual property we develop during this engagement for your use shall belong to us, and you shall have the limited right to use them solely within your business. All reports, templates, manuals, forms, checklists, questionnaires, letters, agreements and other documents which we make available to you are confidential and proprietary to us. Neither you, nor any of your agents, will copy, electronically store, reproduce or make available to anyone other than your personnel, any such documents. This provision will apply to all materials whether in digital, "hard copy" format or other medium.

Statute of Limitations

You agree that any claim arising out of this Agreement shall be commenced within one (1) year of the delivery of the work product to you, regardless of any longer period of time for commencing such claim as may be set by law. A claim is understood to be a demand for money or services, the service of a suit, or the institution of arbitration proceedings against Eadie and Payne, LLP.

Termination and Withdrawal

We reserve the right to withdraw from the engagement without completing services for any reason, including, but not limited to, your failure to comply with the terms of this Agreement or as we determine professional standards require.

Assignment

All parties acknowledge and agree that the terms and conditions of this Agreement shall be binding upon and inure to the parties' successors and assigns, subject to applicable laws and regulations.

Severability

If any portion of this Agreement is deemed invalid or unenforceable, said finding shall not operate to invalidate the remainder of the terms set forth in this Agreement.

Entire Agreement

The engagement letter, including this *Terms and Conditions Addendum* and any other attachments, encompasses the entire agreement of the parties and supersedes all previous understandings and agreements between the parties, whether oral or written. Any modification to the terms of this Agreement must be made in writing and signed by both parties.

October 31, 2017

Honorable Members of the City Council
City of Compton
205 S. Willowbrook Avenue
Compton, CA 90220

Re: Fiscal year ended June 30, 2017 audit

Eadie and Payne, LLP is pleased to provide City of Compton with the professional services described below. This letter, and the attached *Terms and Conditions Addendum* and any other attachments incorporated herein (collectively, "Agreement"), confirms our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide. The engagement between you and our firm will be governed by the terms of this Agreement.

Engagement Objective and Scope

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of City of Compton as of and for the year ended June 30, 2017. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Compton's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Compton's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis
2) Budgetary Comparison Schedules:
   a) General Fund
   b) Other Major Special Revenue Funds, as applicable
3) Schedules of changes in net pension liability and related ratios;
4) Schedule of proportionate share of net pension liability and related ratios;
5) Schedules of plan contributions; and,
6) Schedule of funding progress for OPEB plan.
7) Notes to Required Supplementary Information

EADIE + PAYNE LLP
Celebrating a Century of Quality Service

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P.O. Box 1529
Riverside, CA 92502-1529
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www.eadiepaynellp.com

Certified Public Accountants
& Business Advisors

We have also been engaged to report on supplementary information other than RSI that accompanies City of Compton's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a separate written report accompanying our auditor's report on the financial statements.

1) Nonmajor Governmental Funds:
   a) Description of Nonmajor Governmental Funds
   b) Combining Balance Sheet
   c) Combining Statement of Revenues, Expenditures, and Changes in Fund Balances

2) Nonmajor Enterprise Funds:
   a) Description of Nonmajor Enterprise Funds
   b) Combining Statement of Net Position
   c) Combining Statement of Revenues, Expenses, and Changes in Fund Net Position
   d) Combining Statement of Cash Flows

3) Internal Service Funds:
   a) Description of Internal Service Funds
   b) Combining Statement of Net Position
   c) Combining Statement of Revenues, Expenses, and Changes in Fund Net Position
   d) Combining Statement of Cash Flows

4) Schedule of Expenditures of Federal Awards.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to members of the City Council of the City of Compton. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Compton's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of City of Compton's major programs. The purpose of these procedures will be to express an opinion on City of Compton's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements and related notes of City of Compton in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

Management Responsibilities

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to [include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, and other confirmations we request and will locate any documents selected by us for testing.

The engagement team will be led by Hong N. Nguyen and Donald N. Ecker.

Our fees for the financial and single audit will be $250,000 inclusive of expenses. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

By your signature below, you acknowledge and agree that upon the expiration of the seven-year period, Eadie and Payne, LLP shall be free to destroy our records related to this engagement.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign this letter and return it to us.

Very truly yours,

EADIE AND PAYNE, LLP

Donald N. Ecker
Co-Client Services Executive

Hong N. Nguyen
Co-Client Services Executive

RESPONSE:

This letter correctly sets forth the understanding of the City of Compton.

Management signature: _____
Title: _____
Date: _____

Governance signature: _____
Title: _____
Date: _____

Eadie and Payne, LLP's Terms and Conditions Addendum

Overview

This addendum to the engagement letter describes our standard terms and conditions ("Terms and Conditions") related to our provision of services to you. This addendum and the accompanying engagement letter comprise your agreement with us ("Agreement"). If there is any inconsistency between the engagement letter and this *Terms and Conditions Addendum*, the engagement letter will prevail to the extent of the inconsistency.

For the purposes of this *Terms and Conditions Addendum*, any reference to "we," "us," or "our" is a reference to Eadie and Payne, LLP, and any reference to "you," or "your" is a reference to the party or parties that have engaged us to provide services. References to "Agreement" mean the engagement letter or other written document describing the scope of services, any other attachments incorporated therein, and this *Terms and Conditions Addendum*.

Billing and Payment Terms

We will bill you for our professional fees and out-of-pocket costs upon completion of the service or monthly as work progresses. Payment is due within 30 days of the date on the billing statement. If payment is not received by the due date, you will be assessed interest charges of 1% per month on the unpaid balance.

We reserve the right to suspend or terminate our work for non-payment of fees. If our work is suspended or terminated, you agree that we will not be responsible for your failure to meet governmental and other deadlines, for any penalties or interest that may be assessed against you resulting from your failure to meet such deadlines, and for any other damages (including but not limited to consequential, indirect, lost profits, or punitive damages) incurred as a result of the suspension or termination of our services.

Electronic Data Communication and Storage

In the interest of facilitating our services to you, we may send data over the Internet, or store electronic data via computer software applications hosted remotely on the Internet or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. We may use third party service providers to store or transmit this data, such as providers of tax return preparation software. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with our obligations under applicable laws, regulations, and professional standards. We require our third party vendors to do the same.

You recognize and accept that we have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us or our third party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third party service providers during this engagement.

Client Portals

To enhance our services to you, we will utilize ShareFile, a collaborative, virtual workspace in a protected, online environment. ShareFile permits real-time collaboration across geographic boundaries and time zones and allows Eadie and Payne, LLP and you to share data, engagement information, knowledge, and deliverables in a protected environment. In order to use ShareFile, you will be required to execute a client portal agreement and agree to be bound by the terms, conditions and limitations of such agreement.

You agree that Eadie and Payne, LLP has no responsibility for the activities of ShareFile and agree to indemnify and hold Eadie and Payne, LLP harmless with respect to any and all claims arising from or related to the operation of ShareFile. While ShareFile backs up your files to a third party server, we recommend that you also maintain your own backup files.

Newsletters and Similar Communications

We may send newsletters, emails, explanations of technical developments or similar communications to you. These communications are of a general nature and should not be construed as professional advice. We may not send all such communications to you. These communications do not continue a client relationship with you, nor do they constitute advice or an undertaking on our part to monitor issues for you.

Records Management

Record Retention and Ownership

We will return all of your original records and documents provided to us at the conclusion of the engagement. Your records are the primary records for your operations and comprise the backup and support for your work product. Our copies of your records and documents are not a substitute for your own records and do not mitigate your record retention obligations under any applicable laws or regulations.

Workpapers and other documents created by us are our property and will remain in our control. Copies are not to be distributed without your written request and our prior written consent. Our workpapers will be maintained by us in accordance with our firm's record retention policy and any applicable legal and regulatory requirements.

Our firm destroys workpaper files after a period of 7 years. Catastrophic events or physical deterioration may result in damage to or destruction of our firm's records, causing the records to be unavailable before the expiration of the retention period as stated in our record retention policy.

Working Paper Access Requests by Regulators and Others

State, federal and foreign regulators may request access to or copies of certain workpapers pursuant to applicable legal or regulatory requirements. Requests also may arise with respect to peer review, an ethics investigation, or the sale of our accounting practice. If requested, access to such workpapers will be provided under the supervision of firm personnel. Regulators may request copies of selected workpapers to distribute the copies or information contained therein to others, including other governmental agencies.

If we receive a request for copies of selected workpapers, provided that we are not prohibited from doing so by applicable laws or regulations, we agree to inform you of such request as soon as practicable. You may, within the time permitted for our firm to respond to any request, initiate such legal action as you deem appropriate, at your sole expense, to attempt to limit the disclosure of information. If you take no action within the time permitted for us to respond, or if your action does not result in a judicial order protecting us from supplying requested information, we may construe your inaction or failure as consent to comply with the request.

If we are not a party to the proceeding in which the information is sought, you agree to reimburse us for our professional time and expenses, as well as the fees and expenses of our legal counsel, incurred in responding to such requests. This paragraph will survive termination of this Agreement.

Summons or Subpoenas

All information you provide to us in connection with this engagement will be maintained by us on a strictly confidential basis.

If we receive a summons or subpoena which our legal counsel determines requires us to produce documents from this engagement or testify about this engagement, provided that we are not prohibited from doing so by applicable laws or regulations, we agree to inform you of such summons or subpoena as soon as practicable. You may, within the time permitted for our firm to respond to any request, initiate such legal action as you deem appropriate, at your sole expense, to attempt to limit discovery. If you take no action within the time permitted for us to respond, or if your action does not result in a judicial order protecting us from supplying requested information, we may construe your inaction or failure as consent to comply with the request.

If we are not a party to the proceeding in which the information is sought, you agree to reimburse us for our professional time and expenses, as well as the fees and expenses of our legal counsel, incurred in responding to such requests. This paragraph will survive termination of this Agreement.

Disclaimer of Legal and Investment Advice

Our services under this Agreement do not constitute legal or investment advice unless specifically agreed to in the *Engagement Objective and Scope* section of this Agreement. We recommend that you retain legal counsel and investment advisors to provide such advice.

Brokerage or Investment Advisory Statements

If you provide our firm with copies of brokerage (or investment advisory) statements and/or read-only access to your accounts, we will use the information solely for the purpose described in the *Engagement Objective and Scope* section of the engagement letter. We will rely on the accuracy of the information provided in the statements and will not undertake any action to verify this information. We will not monitor transactions, investment activity, provide investment advice, or supervise the actions of the entity or individuals entering into transactions or investment activities on your behalf. We recommend you receive and carefully review all statements upon receipt, and direct any questions regarding account activity to your banker, broker or investment advisor.

Other Income, Losses and Expenses

If you realized income, loss or expense from a business or supplemental income or loss, the reporting requirements of federal and state income tax authorities apply to such income, loss or expense. You are responsible for complying with all applicable laws and regulations pertaining to such operations, including the classification of workers as employees or independent contractors and related payroll tax and withholding requirements.

Limitations on Oral and Email Communications

We may discuss with you our views regarding the treatment of certain items or decisions you may face. We may also provide you with information in an email. Any advice or information delivered orally or in an email (rather than through a memorandum delivered as an email attachment) will be based upon limited research and a limited discussion and analysis of the underlying facts. Additional research or a more complete review of the facts may affect our analysis and conclusions.

Due to these limitations and the related risks, it may or may not be appropriate to proceed with any decision solely on the basis of any oral or email communication. You accept all responsibility, except to the extent caused by the gross negligence or willful misconduct of Eadie and Payne, LLP, for any loss, cost or expense resulting from your decision (i) not to have us perform the research and analysis necessary to reach a more definitive conclusion and (ii) to instead rely on an oral or email communication. The limitation in this paragraph will not apply to an item of written advice that is a deliverable of a separate engagement. If you wish to engage us to provide formal advice on a matter on which we have communicated orally or by email, we will confirm this in a separate engagement letter.

Management Responsibilities

While Eadie and Payne, LLP can provide assistance and recommendations, you are responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge or experience to oversee any services that Eadie and Payne, LLP provides. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. You are ultimately responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

Conflicts of Interest

If we, in our sole discretion, believe a conflict has arisen affecting our ability to deliver services to you in accordance with either the ethical standards of our firm or the ethical standards of our profession, we may be required to suspend or terminate our services without issuing our work product.

Alternative Dispute Resolution

If a dispute arises out of or relates to the Agreement including the scope of services contained herein, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try to settle the dispute by mediation administered by the American Arbitration Association ("AAA") under the *AAA Professional Accounting and Related Services Dispute Resolution Rules* before resorting to arbitration, litigation, or some other dispute resolution procedure. The mediator will be selected by agreement of the parties. If the parties cannot agree on a mediator, a mediator shall be designated by the AAA. Any mediator so designated must be acceptable to all parties. The mediation will be conducted in California.

The mediation will be treated as a settlement discussion and, therefore, will be confidential. The mediator may not testify for either party in any later proceeding related to the dispute. No recording or transcript shall be made of the mediation proceedings. The costs of any mediation proceedings shall be shared equally by all parties. Any costs for legal representation shall be borne by the hiring party.

Proprietary Information

You acknowledge that proprietary information, documents, materials, management techniques and other intellectual property we use are a material source of the services we perform and were developed prior to our association with you. Any new forms, software, documents or intellectual property we develop during this engagement for your use shall belong to us, and you shall have the limited right to use them solely within your business. All reports, templates, manuals, forms, checklists, questionnaires, letters, agreements and other documents which we make available to you are confidential and proprietary to us. Neither you, nor any of your agents, will copy, electronically store, reproduce or make available to anyone other than your personnel, any such documents. This provision will apply to all materials whether in digital, "hard copy" format or other medium.

Statute of Limitations

You agree that any claim arising out of this Agreement shall be commenced within one (1) year of the delivery of the work product to you, regardless of any longer period of time for commencing such claim as may be set by law. A claim is understood to be a demand for money or services, the service of a suit, or the institution of arbitration proceedings against Eadie and Payne, LLP.

Termination and Withdrawal

We reserve the right to withdraw from the engagement without completing services for any reason, including, but not limited to, your failure to comply with the terms of this Agreement or as we determine professional standards require.

Assignment

All parties acknowledge and agree that the terms and conditions of this Agreement shall be binding upon and inure to the parties' successors and assigns, subject to applicable laws and regulations.

Severability

If any portion of this Agreement is deemed invalid or unenforceable, said finding shall not operate to invalidate the remainder of the terms set forth in this Agreement.

#9.

Entire Agreement

The engagement letter, including this *Terms and Conditions Addendum* and any other attachments, encompasses the entire agreement of the parties and supersedes all previous understandings and agreements between the parties, whether oral or written. Any modification to the terms of this Agreement must be made in writing and signed by both parties.

November 30, 2017

City of Compton
Attention: Nita Mckay, City Controller and Danny Krautim, Internal Audit
205 South Willowbrook Avenue
Compton, CA 90220

Dear Nita and Danny,

Per our discussion, please see attached our Peer Review Letter, State Controller's Office Quality Review Report, and our Sample Workplan.

Peer Review Letter

Our most recent peer review was conducted in December 2016. Our peer review resulted in the issuance of an opinion that the system for quality control for the auditing practice of Eadie + Payne met the objectives established by the AICPA and was being complied with during the period under review. The quality control review included engagements performed under Government Auditing Standards and OMB Circular A-133.

State Controller's Office Quality Review Report

The quality of Eadie + Payne's audits was recently affirmed by the State Controller's Office. When we reported an unprecedented 111 findings during the City of Oxnard's 2014-15 financial report, the State Controller's Office initiated a quality control review, making Oxnard only the second city in five years selected to receive such a review by the state. The review examined whether Eadie + Payne, as the city's auditor, performed the scope of work in compliance with applicable auditing standards. We are the only firm to receive a clean opinion affirming the quality of our audits.

EADIE + PAYNE LLP
Celebrating a Century of Quality Service

Eadie + Payne, LLP
3880 Lemon St., Ste. 300
Riverside, CA 92501
P.O. Box 1529
Riverside, CA 92502-1529
Office: 951-241-7800
www.eadiepaynellp.com

Certified Public Accountants & Business Advisors

Sample Workplan

Our general engagement objective and scope is detailed in our engagement letter. The general sample workplan as attached will be co-developed and expanded with your finance team to complete the outstanding audits for fiscal years ending 2014, 2015, 2016, and 2017. Due to the extraordinary circumstances the city is in currently, standard procedures would not suffice and we expect to tailor our procedures as necessary. Based on our experience with other troubled cities we expect this schedule to be expanded to at least 12 months to complete the above mentioned audits.

Very truly yours,

EADIE AND PAYNE, LLP

Donald N. Ecker
Client Services Executive

Hong N. Nguyen
Client Services Executive

P&N Postlethwaite & Netterville

A Professional Accounting Corporation
www.pncpa.com

System Review Report

To the Partners of Eadie & Payne, LLP
& the California Society of CPAs Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Eadie & Payne, LLP (the Firm) in effect for the year ended April 30, 2016. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included an engagement performed under *Government Auditing Standards* and an audit of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of Eadie & Payne, LLP in effect for the year ended April 30, 2016, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Eadie & Payne, LLP has received a peer review rating of *pass*.

Postlethwaite & Netterville

Donaldsonville, Louisiana
December 16, 2016

#9.

EADIE + PAYNE, LLP

Review Report

QUALITY CONTROL REVIEW

For the Firm's Audit of

the City of Oxnard

for the Fiscal Year Ended June 30, 2015

BETTY T. YEE

California State Controller

October 2016

BETTY T. YEE
California State Controller

October 6, 2016

Eadie + Payne, LLP
Deborah Crowley, CPA, Partner
1839 West Redlands Boulevard
Redlands, CA 92373

Dear Ms. Crowley:

The State Controller's Office (SCO) completed a quality control review of Eadie + Payne, LLP. We reviewed the audit working papers for the firm's audit of the City of Oxnard for the fiscal year ended June 30, 2015.

The Eadie + Payne, LLP audit was performed in accordance with the standards and requirements set forth in *Government Auditing Standards*, issued by the Comptroller General of the United States, often referred to as generally accepted government auditing standards; auditing standards generally accepted in the United States of America; Office of Management and Budget Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*; and the California Business and Professions Code.

If you have any questions, please contact Jim L. Spano, CPA, Chief, Financial Audits Bureau, at (916) 323-5849.

Sincerely,

JEFFREY V. BROWNFIELD, CPA
Chief, Division of Audits

JVB/rg

cc: Tim Flynn, Mayor
City of Oxnard
Carmen Ramirez, Esq., Mayor Pro Tem
City of Oxnard
Bryan A. MacDonald, Councilmember
City of Oxnard
Dorina Padilla, Councilmember
City of Oxnard
Bert E. Perello, Councilmember
City of Oxnard
Greg Nyhoff, City Manager
City of Oxnard

#9.

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Review Report

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Conclusion 1

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Review Report

Summary

The State Controller's Office (SCO) completed a quality control review of Eadie + Payne, LLP's working papers for an audit of the City of Oxnard for the fiscal year ended June 30, 2015.

The Eadie + Payne, LLP audit was performed in accordance with the standards and requirements set forth in *Government Auditing Standards*, issued by the Comptroller General of the United States, often referred to as generally accepted government auditing standards (GAGAS); auditing standards generally accepted in the United States of America (GAAS); Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*; and the California Business and Professions Code.

Background

A single audit of any governmental unit must be performed in accordance with the standards referred to in this report. According to OMB Circular A-133, the auditor's work is subject to a quality control review at the discretion of an agency granted cognizant or oversight status by the federal funding agency. In addition, the review is being performed under the authority of Government Code section 12410.5

Eadie + Payne, LLP is an independent certified public accounting firm with an office located in Redlands, California. The firm consists of six partners and 25 staff members. This is the first year the firm has been the independent auditor for the City of Oxnard.

Objectives, Scope, and Methodology

The general objectives of our quality control review were to determine whether this audit was conducted in compliance with:

- GAGAS
- GAAS
- OMB Circular A-133
- California Business and Professions Code

We conducted the quality control review at the office of Eadie + Payne, LLP. We compared the audit work performed by the firm, as documented in the working papers, with the standards stated in the general objectives.

Conclusion

Eadie + Payne, LLP's audit was performed in accordance with the standards and requirements set forth in GAGAS, GAAS, OMB Circular A-133, and the California Business and Professions Code.

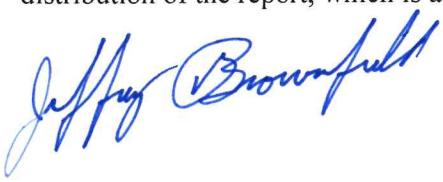
This report is applicable solely to the audit working papers referred to above and is not intended to pertain to any other work of Eadie + Payne, LLP.

Firm's Response

We discussed the review results with Deborah L. Crowley, CPA, Partner, and Eden C. Casareno, CPA, Partner on September 9, 2016. Ms. Crowley and Ms. Casareno agreed with the review results presented in this report. Ms. Crowley and Ms. Casareno declined a draft report and agreed that we could issue the report as final.

Restricted Use

This report is intended solely for the information and use of Eadie + Payne, LLP, the City of Oxnard, and the SCO; it is not intended to be and should not be used for any other purpose. This restriction is not meant to limit distribution of the report, which is a matter of public record.



JEFFREY V. BROWNFIELD, CPA
Chief, Division of Audits

October 6, 2016

State Controller's Office
Division of Audits
Post Office Box 942850
Sacramento, California 94250-5874

http://www.sco.ca.gov

City of Compton

Onsite | At E+P Office | Due from City Staff | Due from E+P Staff | Submission Date

	ACTIVITY (#STAFF)	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
MONTH 1	Interim Field Work																															
	Beginning and ending check numbers																															
	Beginning and ending cash receipts numbers																															
	Signed agreement and engagement letters																															
	Documentation of internal control:																															
	Cash receipts/cash disbursements																															
	HR and payroll process documentation																															
	Purchasing and payables process documentation																															
	Revenue and receivables process documentation																															
	Capital expenditure process documentation																															
	Debt management process documentation																															
	Banking and investment process documentation																															
	Financial reporting process documentation																															
	Budgetary process																															
	Interfund transfers process																															
	Classification of net position/fund balance process documentation																															
	General computer controls																															
	Grants process documentation																															
	Risk management process controls																															
MONTH 2	ACTIVITY	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
	Interim Field Work																															
	Minutes																															
	Status of PY findings																															
	List of designated persons that must disclose financial interest																															
	Listing of all Form 700's filed																															
	Signed confirmation letters																															
	Attorneys																															
	Insurance																															
	Pooled collateral for local agency deposits																															
	Outstanding bond issues (to confirm year-end balances, debt service payments, and accrued interest)																															
	Property tax and RPTTF (County Auditor-Controller)																															
	Sales and other taxes (State Controller's Office)																															
	GANN worksheets																															
	City resolutions approving Appropriations Limit																															

City of Compton

Onsite | At E+P Office | Due from City Staff | Due from E+P Staff | Submission Date

	ACTIVITY	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28			
MONTH 3	Single Audits Field Work																															
	ACTIVITY	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
MONTH 4	Draft Single Audit report																															
	Single audit final report issuance																															
	ACTIVITY	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
MONTH 5	SCO Streets report																															
	GANN AUP																															
	Documentation of internal control:																															
	Bank reconciliation process																															
	Unclaimed check policy (if updated)																															
	Adjusted trial balances for all funds																															
	List or binder of journal entries																															
	Original and amended budgets in Excel																															
	Treasurer's report regarding investments (4th quarter)																															
	Related party transactions - Describe relationship; detail out nature and amounts of transactions of all related parties, and also amounts of payables and receivables																															
	Listing of approved contracts effective during the year																															
	All final ROPS schedules and budgets for the year																															
	Detail of ROPS payments received during the year																															
	Signed minutes for meetings held during the current year and subsequent periods through audit for all entities (from May to present)																															
	Housing Authority																															
	Financing Authority																															
	Successor Agency																															
	Oversight Board																															
	GASB 68 reports for pensions																															
	Actuarial report for OPEB																															
	ACTIVITY	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
	Final Field Work																															
	Fund balance																															
	Reconciliation of beginning fund balance per the general ledger to the prior-year audited financial statements																															
	Schedule of fund balance classification by fund (nonspendable, restricted, committed, assigned, and unassigned).																															
	Cash & investments, including cash with fiscal agents																															
	Bank reconciliations for all bank accounts at 6/30 - including outstanding checklists if any																															
	Bank and investment statements at 6/30 and 7/31																															
	Schedule of FDIC insurance and collateral on deposits																															
	Summary of cash & investments by entity/fund, including accrued interest receivable																															

#9.

City of Compton

Onsite | At E+P Office | Due from City Staff | Due from E+P Staff | Submission Date

MONTH 6	Summary of cash & investments by type (commercial paper, LAIF, municipal obligations, US treasury, etc.)	
	S&P ratings of investments by type	
	Weighted average maturities of investments by type	
	Fair value measurements of investments by type (Level 1, Level 2, and Level 3)	
	Analysis of investment earnings for fiscal year for all accounts	
	Receivables	
	A/R reconcilation by fund for all governmental funds	
	A/R aging at 6/30 for proprietary funds	
	Analysis of bad debt (all funds)	
	Subsequent cash receipts detail (from 7/1 - most recent date)	
	Notes receivable	
	Schedule of notes receivable, reconciled to the general ledger	
	Notes receivable agreements including amortization schedules	
	Analysis of bad debt/collectability (for all notes)	
	Capital assets	
	Summary of capital assets (including construction in progress) - please include prior-year balances, additions, deletions, and transfers of cost and accumulated depreciation, and current balances	
	Capital asset detail (electronic format) - including land held for resale	
	Detail of Construction in Progress activities and estimated cost to complete (for CIP)	
	Detailed schedule of additions, dispositions, and transfers (from CIP)	
	Depreciation schedule	
	Payables	
	A/P aging/reconcilation for all funds, by fund	
	Check register from 7/1 through most recent date	
	Accrued expenses	
	Accrued payroll and payroll taxes schedule	
	Accrued vacation schedule (including letters of agreement)	
	Accrued interest schedule	
	Other liabilities/deferred inflows	
	Schedule of unearned revenue	
	Schedule of escheatments, if any	
	Schedule of deposits payable, if any	
	Self-insurance	
	Administrator summary report for fye 6/30 - including detail of new claims, claims paid and claims outstanding	

City of Compton

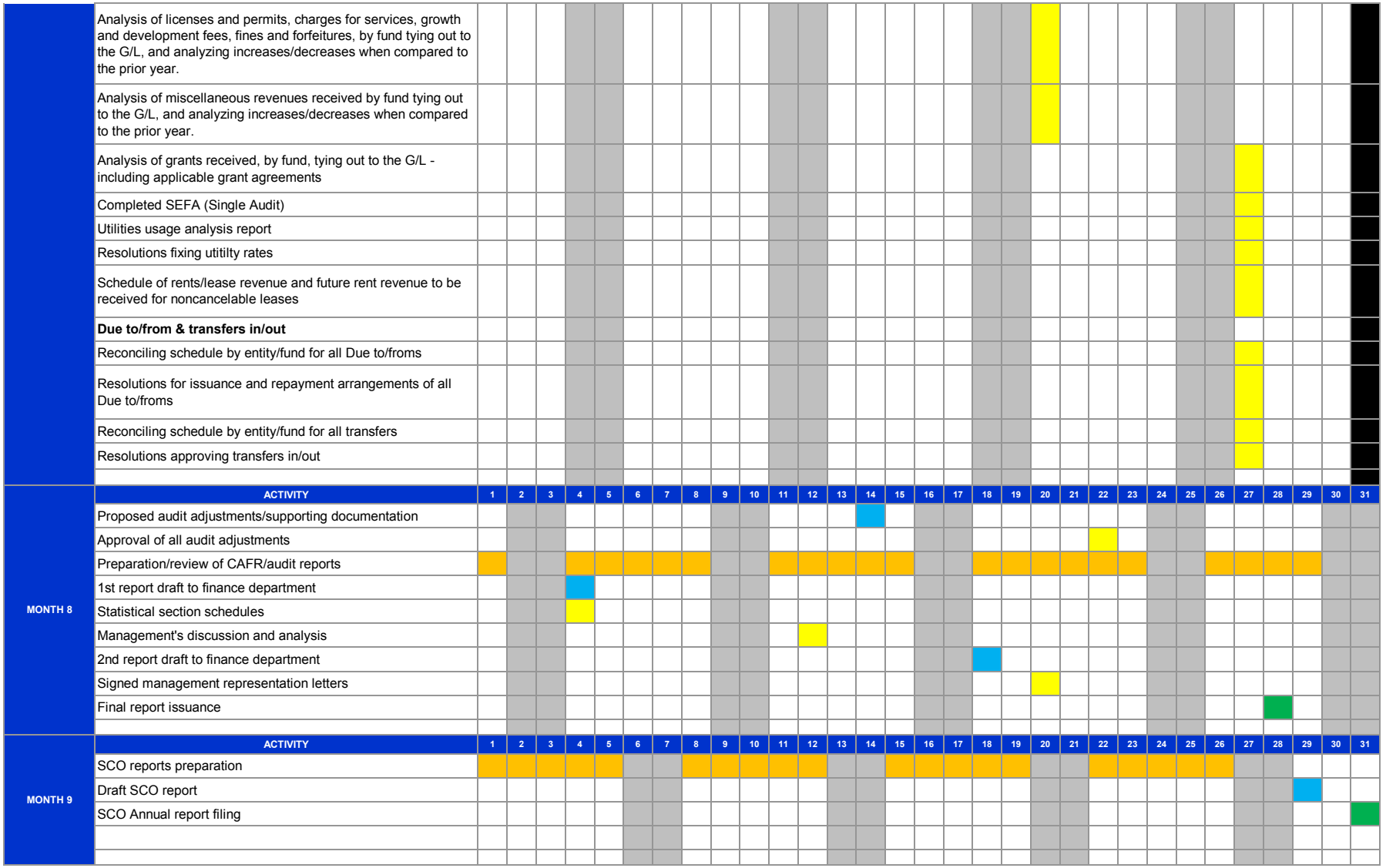
Onsite | At E+P Office | Due from City Staff | Due from E+P Staff | Submission Date

	ACTIVITY	1	2	3	4	5	6	9	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
MONTH 7	Final Field Work																															
	Swaps																															
	Swap valuation as of 6/30																															
	Swap analysis and detail transactions for fye 6/30																															
	Bonds payable																															
	Bonds payable summary by entity - please include description and terms for each bond, interest rate, prior-year balance, addition/retirement, current-year balance, short-term, and long-term portion																															
	Maturity schedules																															
	Amortization schedules for premiums and discounts																															
	Amortization schedules for deferred refunding charges																															
	Accrued interest schedule																															
	Arbitrage rebate and yield restriction report and Form 8038-T, if applicable																															
	Capital leases & operating leases																															
	Capital lease payment schedules including lease agreements																															
	Schedule of future payments for noncancelable operating leases																															
	Pension & OPEB																															
	OPEB actuarial report																															
	CalPERS pension actuarial report																															
	Bartel's GASB 68 reports																															
	PARS pension actuarial report and investment summaries for fy																															
	Expenses/Expenditures																															
	Analysis of payroll and payroll taxes reconciled to general ledger accounts																															
	Detailed analysis of CalPERS & PARS payments with subtotals for ER share, EE share paid by ER, and EE share paid by EE																															
	Analysis of legal and professional fees - summarizing total fees by attorney/firm																															
	Schedule of transfers to and from other funds																															
	Schedule of Expenditures of Federal Awards (summary and details)																															
	Revenues																															
	Property tax revenue & assessments schedules by entity/fund																															
	Analysis of sales tax, transient occupancy tax, franchise tax, deed transfer tax, business licence tax tying out to the G/L, and analyzing increases/decreases when compared to the prior year.																															

#9.

City of Compton

Onsite | At E+P Office | Due from City Staff | Due from E+P Staff | Submission Date



PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
EADIE & PAYNE, LLP
CERTIFIED PUBLIC ACCOUNTANTS

This **AGREEMENT** is entered into by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as **"CITY"**) located at 205 South Willowbrook Avenue, Compton, California 90220, and **EADIE & PAYNE, LLP,** a California Certified Public Accounting firm (hereinafter referred to as **"INDEPENDENT AUDITOR"**), located at 3880 Lemon Street, Suite 300, Riverside, CA 92501.

RECITALS:

WHEREAS, Section 1419 of the Compton City Charter provides for the employment of a qualified accountant at the beginning of each fiscal year who shall examine the books, records, inventories and reports of all officers and employees who receive, handle or disburse public funds and of such other officers, employees and departments as the City Council may direct; and

WHEREAS, the City needs to employ the services of a qualified and experienced Independent Auditor (Certified Public Accounting firm) to audit the City's Annual Financial Statement Reports for Fiscal Years ending June 30, 2015, 2016 and 2017 and perform the Single Audits (audits of federal grants) for Fiscal Years ending June 30, 2014, 2015, 2016 and 2017; and

WHEREAS, Independent Auditor (Eadie & Payne, LLP) represents that it is specifically trained, experienced, competent, and has the resources to provide such services which will be required by this Agreement; and

WHEREAS, by Resolution No. _____, adopted on the _____ of _____, 2018, the City Council authorized the City Manager to accept the proposal of the Independent Auditor and enter into a contract to provide the necessary services; and

WHEREAS, Independent Auditor warrants that it is specifically trained, experienced, competent, and has the resources to provide such services which will be required by this project; and

WHEREAS, Independent Auditor is willing to render such professional services subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, Independent Auditor and City**,** for the consideration, terms and conditions herein described, mutually agree as follows:

AGREEMENT:

1. **Services to be rendered by Independent Auditor.** It is the mutual understanding of the parties that the Independent Auditor shall perform and be responsible for rendering the following professional auditing services:

- Basic Financial Statements – audit of the City's basic financial statements for Fiscal Year ending June 30, 2015, for Fiscal Year ending June 30, 2016 and for Fiscal Year ending June 30, 2017, to include audit of the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information. Audit shall be performed in accordance with auditing standards generally

accepted in the U.S.A. as well as standards for financial audits contained in Governmental Auditing Standards.

- Financial and compliance audits in accordance with provisions of U.S. Office of Management and Budget (OMB) Circular A-133 (Single Audit of federal grants for six major programs) and related compliance supplements for Fiscal Years ending June 30, 2014, 2015, 2016 and 2017.

As further described/detailed in Independent Auditor's Proposals:

- **Fiscal Year ended June 30, 2014 Single Audit (dated December 13, 2017)**
- **Fiscal Year ended June 30, 2015 Audit (dated October 31, 2017)**
- **Fiscal Year ended June 30, 2016 Audit (dated October 31, 2017)**
- **Fiscal Year ended June 30, 2017 Audit (dated October 31, 2017)**
- **Proposal for Professional Auditing Services – Fees (dated August 31, 2017)**

Independent Auditor acknowledges that in entering into this Agreement, the City is relying on Independent Auditor's special skills and experience to do and perform the services in accordance with best standards of professional practice.

Independent Auditor services hereunder shall be performed in a good, workmanlike and professional manner. Independent Auditor shall be responsible for correcting and completing all errors and omissions related to the services provided by the Independent Auditor for this Agreement at no additional cost to the City**.** "Errors" and "Omissions" for purposes of this paragraph are defined to mean a failure by the Independent Auditor to meet the standards of its profession as set forth in the preceding paragraph. The acceptance of the services by City does not release Independent Auditor from these obligations.

Independent Auditor will be responsible for employing or engaging all persons necessary to perform the services. All of Independent Auditor's staff will be qualified by training and experience to perform their assigned tasks. Independent Auditor will give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subcontractors, if any, and will keep the services under its control.

2. Duration of Contract. Independent Auditor agrees to commence the services provided for herein on Notification to Proceed from the City and continue in a diligent and professional manner until the services to be rendered are complete, unless terminated as provided herein.

Independent Auditor will generally adhere to deliverable timelines set forth by the City or otherwise agreed to by the parties provided, that City will grant reasonable extensions of time for the performance of the services occasioned by unusually lengthy governmental reviews of Independent Auditor's work product or other unavoidable delays occasioned by unforeseen circumstances; provided, further, that such unavoidable delay will not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, Independent Auditor's officers or employees.

Independent Auditor acknowledges the importance to City of the project schedule and agrees to put forth its best professional efforts to perform the services in a manner consistent with that schedule. City understands, however, that Independent Auditor's performance must be governed by sound practices. Independent Auditor will work such overtime or engage such personnel and equipment as necessary to maintain the schedule, without additional compensation.

3. Compensation. The method of payment for this Contract will be on a fee-for-services basis in a not to exceed total contract as specified below. The total price paid the Independent Auditor will include compensation for all work, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the Independent Auditor, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the

scope of work or scope of the project, adjustment to the total compensation will be negotiated between the Independent Auditor and the City. Adjustment in the total compensation will not be effective until authorized and approved in writing by the City**.**

If Independent Auditor fails to submit the required deliverable items according to schedule or as required by the Agreement, except for those amounts that are due and not reasonably in dispute, the City shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions herein.

Independent Auditor shall be reimbursed within thirty (30) days, or as promptly as fiscal procedures may permit, upon receipt by the City of itemized invoices for services completed. Invoices shall be submitted no later than 45 calendar days after the performance of work for which the Independent Auditor is billing. Invoices shall detail the work performed on each task as applicable. Invoices shall be delivered or mailed to the **City Controller** at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

As full and complete compensation for performance of all the services to be performed by the Independent Auditor pursuant to this Agreement, City shall pay, and Independent Auditor agrees to accept, a not-to-exceed maximum sum of **One Hundred Thousand Dollars ($100,000) for the June 30, 2014 Single Audit, Two Hundred Fifty Thousand Dollars ($250,000) for the June 30, 2015 Financial Statement Audit and Single Audit, Two Hundred Fifty Thousand ($250,000) for the June 30, 2016 Financial Statement Audit and Single Audit, and Two Hundred Fifty Thousand Dollars ($250,000) for the June 30, 2017 Financial Statement Audit and Single Audit.**

In the event of termination, the Independent Auditor shall be entitled to compensation for the undisputed reasonable value of services performed to the effective date of termination, including any noncancellable obligations incurred prior to termination; provided, however, that the City may condition payment of such compensation upon the Independent Auditor's delivery to the City of any and all City property, documents, reports, records, materials and work product associated with the performance of this Agreement.

4. **Independent Contractor Status.** Independent Auditor, its officers, employees, subcontractors, agents and volunteers (collectively hereinafter the "Independent Auditor"), will perform the services in Independent Auditor's own way and pursuant to this Agreement as an independent contractor and in pursuit of Independent Auditor's independent calling, and not as an employee of the City. The persons used by Independent Auditor to provide the services under this Agreement will not be considered employees of the City for any purposes. Neither the City nor any of its officers, employees, agents or volunteers shall have any control over the conduct of the Independent Auditor, except as expressly set forth in this Agreement. Independent Auditor expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Agreement that Independent Auditor shall not at any time or in any manner, represent that Independent Auditor is in any manner officers, employees, agents or volunteers of the City. Independent Auditor shall obtain no rights to retirement, health care or any other benefit that accrue to City officials, officers, or employees. Independent Auditor expressly waives any claim to such rights.

The payment(s) made to Independent Auditor pursuant to the Agreement will be the full and complete compensation to which Independent Auditor is entitled. City will not make any federal or state tax withholdings on behalf of Independent Auditor or its agents, employees or subcontractors. City will not pay any workers' compensation insurance, retirement contributions or unemployment contributions on behalf of Independent Auditor or its employees or subcontractors. Independent Auditor agrees to indemnify and pay City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which City may be required to make on behalf of Independent Auditor or any agent, employee, or contractor of Independent Auditor for work done under this Agreement. At the City's election, City may deduct the amounts paid pursuant to this Section, from any balance owing to Independent Auditor.

5. Successors, Assignment and Delegation. City and the Independent Auditor each binds themselves, their partners, successors, assigns and legal representatives to the other hereto and to partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in this Agreement.

The expertise and experience of Independent Auditor are material considerations for this Agreement. Independent Auditor shall not assign or transfer any interest in this Agreement or the performance of any of Independent Auditor's obligations under this Agreement without the prior written consent of the City. Any attempted assignment or transfer of any of Independent Auditor's rights, duties or obligations arising under this Agreement shall be null and void.

6. Nondiscriminatory Employment Practices. During the performance of this Agreement, the Independent Auditor agrees not to discriminate against any employee or applicant for employment because of race, sex, creed, color, religion, age, sexual orientation, marital status, national origin, political affiliation, handicap or belief in accordance with requirements of City, State or Federal laws and regulations. Independent Auditor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, sex, creed, color, religion, age, sexual orientation, marital status, national origin, political affiliation, handicap or belief in accordance with requirements of City, State or Federal laws and regulations. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Independent Auditor agrees to post in conspicuous places, available to employees, applicants and subcontractors for employment, notices setting forth the provisions of this non-discrimination clause.

In the event of the Independent Auditor's non-compliance with the non-discrimination clause of this Agreement, this Agreement may be immediately canceled, terminated or suspended in whole or in part.

7. Subcontracting. Independent Auditor's services are unique and personal. Except as may be specified in Independent Auditor's Proposal and agreed to by the City, Independent Auditor will not subcontract any portion of the services without prior written approval of City Manager or his/her designee. If Independent Auditor subcontracts any of the services, Independent Auditor will be fully responsible to City for the acts, errors and omissions of Independent Auditor's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Independent Auditor is for the acts and omissions of persons directly employed by Independent Auditor. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Independent Auditor and City. Independent Auditor will be responsible for payment of subcontractors. Independent Auditor will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Independent Auditor's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

8. Other Independent Auditors. The City reserves the right to employ other Independent Auditors in connection with the services.

9. Indemnification. Independent Auditor shall indemnify, defend and hold harmless the City, its authorized officers, employees, agents and volunteers from any and against, all claims, damages, losses and expenses, including reasonable attorney's fees and court costs to the extent resulting from or arising out of the negligent, reckless or willful misconduct for the Independent Auditor and/or any of its partners, employees, subconsultants, subcontractors or agents in the performance of the duties undertaken by Consultant pursuant to this Agreement.

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

10. Insurance. Without limiting the Independent Auditor's indemnification of the City, Independent Auditor shall obtain and maintain, at its cost and expense, for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the services by Independent Auditor or Independent Auditor's agents, representatives, employees or subcontractors. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. Such evidence shall specifically identify this Agreement and shall contain express conditions that the City is to be given written notice at least thirty (30) days in advance of any termination or implementation of a reduction of limits or material change of insurance coverage as specified herein. Failure on the part of the Independent Auditor to procure or maintain insurance shall constitute a material breach upon which the City may immediately terminate this Agreement. All insurance required hereunder shall be primary with respect to any insurance maintained by the City**.**

Coverage's and Limits. Independent Auditor will maintain the types of coverage's and minimum limits indicated below, unless the Risk Manager or City Manager, in consultation with the City Attorney approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Independent Auditor's indemnification obligations under this Agreement. The City, its officers, agents, volunteers and employees make no representation that the limits of the insurance specified to be carried by Independent Auditor pursuant to this Agreement are adequate to protect Independent Auditor. The coverage will contain no special limitations on the scope of its protection to the below-designated insured's except for Workers' Compensation and errors and omissions insurance. Independent Auditor will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage. If Independent Auditor believes that any required insurance coverage is inadequate, Independent Auditor will obtain such additional insurance coverage, as Independent Auditor deems adequate, at Independent Auditor's sole expense.

10.1 Commercial General Liability Insurance. $1,000,000 combined single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain aggregate limits, general aggregate limits will apply separately to the work under this Agreement or the general aggregate will be twice the required per occurrence limit.

10.2 Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code and Employer's Liability limits of $1,000,000 per accident for bodily injury. Workers' Compensation and Employer's Liability insurance will not be required if Independent Auditor has no employees and provides, to City's satisfaction, a declaration stating this.

10.3 Professional Liability. Errors and omissions liability appropriate to Independent Auditor's profession with limits of not less than $1,000,000 per claim. The coverage shall also provide an extended two (2) year reporting period commencing upon termination or cancellation of this Agreement.

Endorsements. For Commercial General Liability Insurance, Independent Auditor will ensure that the policies are endorsed to name the City of Compton and its respective elected and appointed officers, officials, employees, agents and volunteers as **"additional insured's"** with respect to liability arising out of the activities of the Independent Auditor. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City. ***Prior to City's execution of this Agreement, Independent Auditor will furnish certificates of insurance and endorsements to City.***

Waiver of Subrogation. The policies shall contain a waiver of subrogation for the benefit of City.

11. Permits and Licenses. Independent Auditor, at its own expense, during the term of this Agreement, shall obtain and maintain all appropriate business and professional permits, licenses and certificates that may be required in connection with the performance of services by the Independent Auditor. Upon execution of this Agreement, the Independent Auditor shall show evidence of a business license permit in conformance with *Section 9-1.2* of the *Compton Municipal Code*.

12. Warranties. Independent Auditor represents and warrants (i) that Independent Auditor has no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with Independent Auditor's undertaking this relationship with City, (ii) that the performance of the services called for by this Agreement do not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party, (iii) that Independent Auditor will not use in the performance of his/her responsibilities under this Agreement any confidential information or trade secrets of any other person or entity and (iv) that Independent Auditor has not knowingly entered into or will enter into any agreement (whether oral or written) in conflict with this Agreement.

13. General Compliance with Laws. Independent Auditor will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Independent Auditor, or in any way affect the performance of the services by Independent Auditor. Independent Auditor will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of the services with all applicable laws, ordinances and regulations. In the event the Independent Auditor encounters any conflict between such laws and ordinances, Independent Auditor shall notify the City in writing and the parties agree to work cooperatively to resolve the conflict.

14. Termination. In the event of the Independent Auditor's failure to execute, deliver, or perform the services, after giving written notice of default and two (2) weeks to correct the same, then, in addition to any other remedies, City may terminate this Agreement for nonperformance by notifying Independent Auditor in writing. Independent Auditor has five (5) business days to deliver any documents owned by City and all work in progress to City address contained in this Agreement. City will make a determination of fact based upon the work product delivered to the City and of the percentage of work that Independent Auditor has performed which is usable and of worth to the City in having the Agreement completed. Based upon that finding City will determine the final payment of the Agreement. In the event City elects to terminate, City will have the right to immediate possession of all Work Product and work in progress prepared by Independent Auditor, whether located at the project site, at Independent Auditor's place of business, or at the offices of a subcontractor.

Either Party, upon tendering ten (10) calendar days written notice to the other Party, may terminate this Agreement for convenience. In this event and upon request of City, Independent Auditor will assemble the work product without charge and put it in order for proper filing and closing and deliver it to City. Independent Auditor will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

15. Force Majeure. In the event that performance by either party is rendered impossible (permanently or temporarily) due to acts of war, acts of terrorism, fires, floods, epidemics, quarantine restrictions, or other natural occurrences, strikes, work slowdowns, lockouts (other than lockout by Independent Auditor), or other similar acts to those described above or other causes beyond the reasonable control of such party, and without fault or negligence, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Notwithstanding the foregoing, City shall have the right to terminate this Agreement upon any event that renders performance impossible. In such case, City shall be responsible for payment of compensation for the reasonable value of services rendered to the point at which this Agreement is terminated, but in no event to exceed the total lump sum fee payable under this Agreement.

16. Covenants Against Contingent Fees. Independent Auditor warrants that Independent Auditor has not employed or retained any company or person, other than a bona fide employee working for Independent Auditor, to solicit or secure this Agreement, and that Independent Auditor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City will have the right to terminate this Agreement for nonperformance, or, in its discretion, to deduct from the Agreement price or

consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

17. Certifications. The Independent Auditor, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against he/she/it by a court of competent jurisdiction in any matter involving fraud or official misconduct in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract under a public transaction; violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property within the past 3 years; and
- are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in the preceding paragraph; and
- have not had one or more public transactions (Federal, State or local) terminated for cause or default within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

[Supply exceptions on separate page]

For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

[Attach separate page]

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction. The above certifications are part of this contract.

Signing this agreement on the signature portion thereof shall also constitute signature of the above Certifications.

_____ _____

Donald N. Ecker, Chief Operating Officer **(Date)**

18. Jurisdiction, Venue and Governing Law. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of Los Angeles, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county. This agreement will be governed by the laws of the State of California.

19. Testimony. Independent Auditor will testify at City's request if litigation is brought against City in connection with Independent Auditor's services under this agreement. Unless the action is brought by Independent Auditor, or is based upon Independent Auditor's actual or alleged negligence or other wrongdoing, City, upon prior written agreement with Independent Auditor will compensate Independent Auditor for time spent in preparation for testimony, testimony, and travel at Independent Auditor's standard hourly rates at the time of actual testimony.

20. Waivers. The waiver by either Party of any breach or violation of any term, covenant, or condition of this Agreement or of any applicable law will not be deemed to be a waiver of such term, covenant, condition or law or of any subsequent breach or violation of same or of any other term, covenant, condition or law. The acceptance by either Party of any fee or other payment which may become due under this Agreement will not be deemed to be a waiver of any preceding breach or violation by the other Party of any term, covenant, or condition of this Agreement or any applicable law.

21. Authority. The individuals executing this Agreement and the instruments referenced in it on behalf of Independent Auditor each represent and warrant that they have the legal power, right and actual authority to bind Independent Auditor to the terms and conditions of this Agreement.

22. Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

23. Amendments. This Agreement may be modified or amended only be written document executed by both Independent Auditor and City's City Manager and approved as to form by the City Attorney. Such document shall expressly state that it is intended by the parties to amend the terms and conditions of this Agreement.

24. Confidentiality. All documents, reports, information, data, and exhibits prepared or assembled by Independent Auditor in connection with the performance of the services pursuant to the Agreement are confidential until released by the City to the public, and the Independent Auditor will not make any of these documents or information available to any individual or organization not employed by the Independent Auditor or the City without the written consent of the City before any such release.

25. Entire Agreement. This Agreement, together with any other written document referred to or contemplated by it embody the entire Agreement and understanding between the parties relating to the subject matter of it. The City Manager is authorized, in consultation with the City Attorney, to agree to non-material amendments to this Agreement. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.

26. Notices. Any notices required or permitted under this Agreement shall be effective when delivered in person; and effective one (1) business day after delivery by facsimile transmission; and effective five (5) days after mailing by U.S. Mail, postage prepaid and properly addressed as follows:

To Independent Auditor:
Eadie & Payne, LLP
3880 Lemon Street, Suite 300
Riverside, California 92501
Attn: Donald N. Ecker, Chief Operating Officer
(951) 241-7800

To City:
City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: Nita McKay, City Controller
(310) 605-5576

Copy to:
City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: City Manager

In the event of any change of address, the moving party is obligated to notify the other party of the change of address in writing. Each party may amend, supplement and update the notice list to add, delete or replace any listed individuals; however, the amendment must be in writing.

27. Miscellaneous. No provision of this Agreement is to be interpreted for or against either party because that party or that party's legal representative drafted such provision.

Should either party hereto, or any representative, successor or assign of either party hereto, resort to litigation to enforce the provisions of this Agreement, the party or parties prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorney's fees and costs in such litigation from the party or parties against whom enforcement is sought.

IN WITNESS WHEREOF, INDEPENDENT AUDITOR has executed this Agreement, and the **CITY**, by its City Manager, who is authorized to do so, has executed this Agreement.

EADIE & PAYNE, LLP
INDEPENDENT AUDITOR

Dated: _____ **By _____**
Donald N. Ecker, Chief Operating Officer

CITY OF COMPTON
Recommended for Approval:

By _____ **Dated: _____**
Nita McKay, City Controller
City Controller's Office

Approved by:

Dated: _____ **By _____**
Cecil W. Rhambo, Jr., City Manager

Approved as to form:

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

ATTEST:

Dated: _____ **By _____**
Alita Godwin, City Clerk

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **Controller**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH EADIE & PAYNE, LLP, FOR PROFESSIONAL INDEPENDENT AUDITING SERVICES FOR THE SINGLE AUDIT FOR FISCAL YEAR 2013-2014 AND FINANCIAL STATEMENT AUDIT/SINGLE AUDIT FOR FISCAL YEAR 2014-2015, FISCAL YEAR 2015-2016, AND FISCAL YEAR 2016-2017 ($850,000)**

Nita McKay	**12/13/2017 5:05:13 PM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

Ruth Rugley	**12/19/2017 2:55:34 PM**
CITY ATTORNEY	DATE
Nita McKay	**12/14/2017 2:12:32 PM**
CITY CONTROLLER	DATE
Laurence Adams	**12/13/2017 5:40:42 PM**
CITY MANAGER	DATE

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

WARRANTS APPROVED BY COUNCIL

Warrant #	Date	Name	Services Provided	Amount	Amount Paid Year to Date
243068	12/27/17	Mad Mac Foundation	Banners & sound stage for toy giveaway event	$2,483.02	$5,727.02
Requested by City Manager					
243086	12/27/17	United Site Services of CA Inc	Deluxe sink service for Winter Wonderland event	$237.29	$7,012.04
Requested by City Manager					
243113	1/4/18	Postmaster	Annual Post Office box service renewal	$1,300.00	$29,424.04
Requested by City Clerk					

I hereby certify that the above demands in the amount of $**4,020.31** were approved at a regular meeting of the City Council or rejected _____ as of January 4, 2018.

_____ Council Member

_____ Council Member

_____ City Manager

I hereby certify that the Finance Committee at a regular meeting of the City Council on January 4, 2018 allowed these above demands.

_____
Alita Godwin
City Clerk

MAD MAC FOUNDATION

Invoice No: 528
Date: 12/18/2017
Terms: NET 0
Due Date: 12/18/2017
Bill To: CITY OF COMPTON
Mfreeny@comptoncity.org
205 S. Willowbrook Ave.
Compton, CA 90220
310-605-5688

Invoice

7250 Bandini Blvd #102
Commerce CA 90040
909-203-8711

Event: Mayor Brown 5th Annual Toy Giveaway December 17, 2017

Tracking No
Ship Via
FOB

Description	Quantity	Rate	Amount
Step & Repeat Banner with Poly Nee Fabric. Rush order	2	$389.00	$778.00
Sound, Stage, delivery, set up, strike down, Sound Engineer.	1	$1,500.00	$1,500.00

Subtotal	$2,278.00
TAX 9%	$205.02
Shipping	$0.00
Total	$2,483.02
PAID	$0.00

Pay Now

Invoice2go VISA

Balance Due **$2,483.02**

Okay to Pay

#10.

United Site Services of California, Inc.

Customer Service: 1-800-864-5387

United SITE SERVICES

ORDER

Customer ID: LAX-24050
Order No: 0-1244958
Order Date: 12/07/17
Terms: Due Upon Receipt
P.O. No:
Salesperson: Dian M. Nipper
Cust. Serv. Rep.: Gloria Aguilar

Bill To: CITY OF COMPTON
PARKS + RECREATION DEPT
205 SOUTH WILLOWBROOK
COMPTON, CA 90220

Ship To: WINTER WONDERLAND
W COMPTON BLVD + S ACACIA AVE
COMPTON, CA 90220

Items Rented

Item / Description	Quantity	Rental Term	From / Thru	Unit Price	Total Price
DXS Deluxe with Sink	2 Each		12/15/17 12/18/17	10.00	20.00
EVT-DXS Deluxe with Sink Service	2 Each		12/15/17 12/18/17	80.00	160.00
DW Damage Waiver	2 Each		12/15/17 12/18/17	7.95	15.90
DEL-DXS Delivery, Setup, Removal	1 Each		12/15/17 12/18/17	10.00	10.00
EEC Environment/Energy/Compliance					28.31

P
V# 100042448
PO # 18FY0445
A/C # 1001-40-0005-42838 F
A/C #

Okay to Pay

Remit To: United Site Services, PO Box 53267, Phoenix, AZ 85072-3267

Subtotal:	234.21
Tax:	3.08
Total:	237.29

Signature _____ Date: _____

P.O. Box Service Fee Notice

COMPTON

701 S SANTA FE AVE, COMPTON, CA 90221

(323) 774-2703

WEBBATS BAT710B1

CITY OF COMPTON
205 S WILLOWBROOK AVE
COMPTON, CA 90220

OK TO PAY

Date of Notice: 12/06/2017
Box # 9075
6 Months: $650.00
12 Months: $1,300.00
Due Date: 12/31/2017

Dear ALITA GODWIN:

This is a friendly reminder that your Post Office Box or Caller Service renewal fee is due. If you have already paid this fee, please disregard this notice and thank you for your continued business with the United States Postal Service. If you have not yet submitted your payment, please do so now.

New!... At your location, at least one of the following enhanced services is available: Real Mail Notification (receive email or text when new mail is in your box), Street Addressing (allows private carrier package delivery) and Signature on File (easy pickup for some signature items). There is no extra charge for these enhancements. Visit your Post Office to sign up for these services today! These services do not apply to Caller Service and Group E Box customers.

For your convenience, you can sign up at www.usps.com/poboxes and renew or manage your PO Box online. You can use your credit card to make a one-time payment or sign up for automatic payments so you never miss a due date. You can also renew your PO Box at any one of our Self-Service Kiosks located at select Post Offices nationwide. Go to http://www.usps.com/locator/welcome.htm and look for Self-Service Kiosks to find a location near you.

As always, payments can be made at the Post Office or mailed to the attention of the Postmaster at the address indicated above. Please make checks or money orders payable to the US Postal Service and include your PO Box number and ZIP Code. If paying by mail, a receipt will be delivered to your PO Box.

Note: Caller Service can only be paid **in person** or **by mail.** Please be sure to include this notice with your remittance. Caller Service receipts will be provided at the caller service pickup window.

If your payment is not received by the due date, access to your PO Box will be blocked and caller services will be limited. If we have not received your payment by the 10th day after the due date, your PO Box service will be terminated, incoming mail will be returned to the sender, and, in addition to any unpaid monthly PO Box fees, you will be charged a handling fee to reopen your box. To avoid this inconvenience, we encourage you to renew on time.

As a reminder, your account information must be current. If your physical address or other pertinent information has changed since you applied for your PO Box, please ask a Retail Associate at your Post Office to update the filed copy of your PS Form 1093, *Application for Post Office Box Service.*

To update your information for Caller Service, you can ask a Retail Associate to update the PS 1093-C, *Application for Caller Service.*

You are a valued customer and we appreciate your business. Thank you,

POSTMASTER, COMPTON

4215