NOTICE

COMPTON CITY COUNCIL
AGENDA
Tuesday, March 13, 2018
5:30 PM

HEARING

5:35 P.M. CONTINUED PUBLIC HEARING - TO CONSIDER AN APPEAL OF A VARIANCE DENIAL TO WAIVE THE REQUIREMENT TO PROVIDE AN ONSITE GARAGE AND TO PERMIT AN UNAUTHORIZED CONVERTED GARAGE TO REMAIN AS LIVING SPACE AT 522 WEST PEACH STREET (Item #7)

OPENING

MOMENT OF SILENCE

ROLL CALL

INTRODUCTION OF SPECIAL GUESTS

COMMENDATORY RESOLUTIONS/PRESENTATIONS

1. PROCLAMATION PROCLAIMING MARCH 2018 AS AMERICAN RED CROSS MONTH **(Councilwoman Emma Sharif)**

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

CONSENT AGENDA

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

APPROVAL OF MINUTES

2. FEBRUARY 13, 2018

REPORTS OF OFFICERS AND COMMISSIONS

END CONSENT AGENDA

REGULAR AGENDA

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

CITY MANAGER'S REPORT

3. A REQUEST TO SCHEDULE A PUBLIC HEARING FOR ADOPTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON REGULATING ALL OFFSITE AND ONSITE ALCOHOL SALES POINT LAND USES (March 27, 2018 at 5:45 p.m.)

4. POWER POINT PRESENTATION - Parks and Recreation Department Overview - Marvin Hunt, Director

5. POWER POINT PRESENTATION - Fire Department Overview - Fire Chief Roderick Simpson

CITY ATTORNEY'S REPORTS

CLOSED SESSION

6. CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION
   Magee v. City of Compton, LASC Case No. BC 628 618
   Pursuant to California Government Code Section 54956.9(a)

UNFINISHED BUSINESS

7. HEARING - APPEAL OF PLANNING COMMISSION DECISION DENYING VARIANCE CASE NO 17-000005 - A REQUEST BY APPLICANTS (BLANCA/DOMINGO HERNANDEZ) TO WAIVE THE REQUIREMENT TO PROVIDE AN ONSITE GARAGE AND TO PERMIT A CONVERTED GARAGE TO REMAIN AS LIVING SPACE AT 522 WEST PEACH STREET (RESOLUTIONS DENYING/APPROVING VARIANCE CASE NO. 17-000005 ATTACHED)

NEW BUSINESS

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR PROFESSIONAL SERVICES AGREEMENT WITH WILLDAN FINANCIAL SERVICES FOR THE ANNUAL ADMINISTRATION OF THE LANDSCAPE AND LIGHTING DISTRICT ASSESSMENTS AND SEWER SERVICE CHARGES ($97,800)

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A SERVICE AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR ITCONNECT, INC. TO INSTALL A WIRELESS NETWORK INFRASTRUCTURE TO ENABLE COMMUNICATIONS BETWEEN CITY HALL AND SATELLITE CITY FACILITIES ($43,279.42)

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ESTABLISHING A PURCHASE ORDER FOR THE STATE OF CALIFORNIA, OFFICE OF ADMINISTRATIVE HEARINGS FOR PROVISION OF VARIOUS HEARINGS AND DISPUTE RESOLUTION SERVICES ($48,000)

11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING AN AMENDMENT TO THE LOCAL HOUSING AUTHORITY'S 2017-2018 FISCAL YEAR BUDGET TO TRANSFER FUNDS BETWEEN ACCOUNTS ($113,000)

12. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS 2017-2018 FISCAL YEAR BUDGET TO ACCEPT AND APPROPRIATE $55,669 IN FUNDS FROM THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY NATIONAL TRANSIT DATA FUND AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING FOR SUCCESSFULLY REPORTING TO THE NATIONAL TRANSIT DATABASE FOR FISCAL YEAR 2014-2015

APPROVAL OF WARRANTS

13. Warrant # 244041 - Date - 3/6/18 - Name - State Water Resources Control Board - Services - Annual permit fee - Amount - $909.00 - Requested by: City Manager

Warrant # 244061 - Date - 3/6/18 - Name - Versa Products - Services - Desktop risers - Amount - $1,404.00 - Requested by: City Clerk

Warrant # 244073 - Date - 3/6/18 - Name - Zumar Industries - Services - Street signs and past due invoices - Amount - $14,801.26 - Requested by: Public Works

Warrant # 244087 - Date - 3/8/18 - Name - Online Solutions- LLC - Services - Annual billing for Citizen Serve user subscriptions - Amount - $10,800.00 - Requested by: Public Works

Total Amount: $27,914.26

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: Tuesday, March 20, 2018 @ 5:30 PM.

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FEBRUARY 13, 2018

The Compton City Council meeting was called to order at 5:45 p.m. in the Council Chambers of City Hall by Mayor Pro Tem Tana McCoy. The Pledge of Allegiance and Moment of silence ceremonies were also led by Mayor Pro Tem Tana McCoy.

ROLL CALL

Council Members Present – Zurita, McCoy, Sharif
Council Members Absent – Galvan, Brown (Entered at 6:06 p.m.)

Other Officials Present: R. Rugley, A. Godwin, C. Rhambo, Jr.

5:35 P.M. - PUBLIC HEARING - TO APPROVE A GENERAL PLAN AMENDMENT TO AMEND THE EXISTING GENERAL PLAN LAND USE DESIGNATION FROM MEDIUM DENSITY RESIDENTIAL (MDR) TO GENERAL COMMERCIAL (GC) AT 961 S. WILMINGTON AVEUNE, (ASSESSOR'S PARCEL NUMBER 6141-013-002) (Item #5)

On motion by Zurita, seconded by McCoy, the hearing was open at 5:47 by the following vote on roll call:

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

Robert Delgadillo, Acting Planning Director, presented the staff report stating that the hearing is held to consider changing the General Plan land use designation from Medium Density Residential (MDR) to General Commercial (GC) for the property located at 961 S. Wilmington Ave. The purpose of the change in land use designation is to allow for the proposed development of an automatic, self-service drive-thru carwash on the property.

The Planning Commission denied the request for a Conditional Use Permit (CUP) to operate the carwash, however, the Commission recommended approval of the General Plan land use designation. After a subsequent appeal hearing, the City Council voted to reverse the decision of the Planning Commission and approved the CUP.

Mr. Delgadillo then reported that Staff is recommending approval of the General Plan Amendment, as well as subsequent development of the site will result in an increase in property and sales tax revenues to the City.

PUBLIC COMMENTS REGARDING THE HEARING

Robert Ray, Compton resident, spoke in opposition to the proposed project.

David Irons, Compton resident, spoke in favor of the project.

Cindy Santoyo, Compton resident, asked how many homes will be displaced and if toxic soil exist on the site. Ms. Santoyo questioned what would happen to the waste water run-off from the car wash.

Mr. Delgadillo stated that no homes will be displaced and there is no toxic soil at the site. Mr. Delgadillo further stated that the waste water will be recycled in accordance with State law.

Rodney Andrews, Compton resident, asked how many employees will be working at the site.

Mr. Delgadillo replied that approximately 10 residents will be working at the proposed carwash.

Bruce Boyden, Compton resident, questioned the denial and approval of the conditional use permit.

Mr. Delgadillo replied that the conditional use permit was originally denied by the Planning Commission, however, that decision was reversed by the City Council.

Benjamin Holifield, President, Compton Business Chamber, spoke in favor of growing businesses in the City and spoke in favor of the project which will circulate money throughout the City.

Craig Henry, Compton resident, questioned the definition of 'limited commercial.'

Mr. Delgadillo explained 'limited commercial' is the primary commercial zone in the City.

Frederick Gordon, Compton resident, questioned if the water and chemicals used affect the Head Start program that operates directly next door to the proposed car wash.

Mr. Delgadillo, stated that the operation of the car wash will not directly affect the community, adding that all water run-off will be recycled by the car wash. He further noted that the water will be handled in accordance with State laws.

There being no further public comments, Councilmember Zurita moved that the hearing be closed. The motion was seconded by Sharif, and the hearing was closed at 6:02 p.m. by the following vote on roll call:

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

Mayor Brown questioned whether the City has the appropriate staff or capacity to properly monitor this project and others relative to the Mitigation Monitoring and Reporting Program.

Mr. Delgadillo replied that if and when the project is approved, the Building Department plan checks all the conditions of approval which will include the Mitigation Monitoring and Reporting Program.

WAIVER OF AGENDA ORDER

On motion by Zurita, seconded by Sharif, the agenda order was waived by the following vote on roll call:

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

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING GENERAL PLAN AMENDMENT CASE NO. 17-000001 TO AMEND THE LAND USE DESIGNATATION FROM MEDIUM DENSITY RESIDENTIAL TO GENERAL COMMERCIAL FOR A PROPERTY LOCATED AT 961 SOUTH WILMINGTON AVENUE

On motion by Sharif, seconded by Zurita, **Resolution Number 24,731** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING GENERAL PLAN AMENDMENT CASE NO. 17-000001 TO AMEND THE LAND USE DESIGNATATION FROM MEDIUM DENSITY RESIDENTIAL TO GENERAL COMMERCIAL FOR A PROPERTY LOCATED AT 961 SOUTH WILMINGTON AVENUE'** was adopted by the following vote on roll call:

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

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Robert Ray, Red Cross Ambassador, addressed the Council regarding emergency preparedness and presented a flyer detailing how Compton residents may receive CPR training for only $5. Mr. Ray urged those interested to contact the American Red Cross at: redcross.org.

Benjamin Holifield, President-Compton Business Chamber, requested a report at least once a month from the City Controller and the City Treasurer regarding the City's finances. Mr. Holifield noted that he is still waiting for the traffic signal at Wilmington and Greenleaf, and concluded by requesting that the trees be trimmed on Compton Boulevard.

Royce Esters, President of the he National Association for Equal Justice in America (NAEJA) addressed the recent homicides in the City and invited everyone to attend the NAEJA meeting on February 17, 2018 from 3 to 5 p.m. at Holy Chapel Missionary Baptist Church, 1016 E. Rosecrans Avenue, Compton, Ca.

Marjorie Shipp, Compton resident, addressed the Council regarding the I-710 Freeway Project meeting, questioning why no representative from Compton was in attendance to provide input and address the issues. Ms. Shipp also asserted that Code Enforcement citations should not be waived or forgiven, asserting that if you break the law, you must pay the consequences. Ms. Shipp concluded by stating that we must support our Code Enforcement.

David Irons, Compton resident, spoke regarding the city-wide cameras being shot out and urged the Council to install bullet-proof lenses. Mr. Irons requested that the Council meeting be adjourned in memory of Lydia Hines and further suggested that we honor our heroes by engraving their names on bricks and place the names near the Martin Luther King, Jr. Monument.

Cheryl Lockhart, Compton resident, announced that the Key of Knowledge Project will be offering a Cricket Sports Program during the Spring. This program will be for boys and girls between the ages of 6 thru 14 and the desire is to promote sportsmanship and leadership to the children of the community.

Roberto Vela and **Mrs. Vela,** Compton residents, addressed the Council and requested the assistance of the entire community in locating his missing daughter, Vianney Vela, who is 5'1 and weighs 164 pounds with brown hair and eyes.

Captain Thatcher addressed the issue of missing juvenile, Vianney Vela , and urged anyone with any information, to contact the Compton's Sheriff's Department at (310) 605-6553 noting that information may be given anonymously. Information can also be provided to CRIMESTOPPERS at 1(800) 222-8477.

Mayor Brown requested that the City's billboards and other social media be utilized asking for information regarding the whereabouts of the teen and requesting her safe return.

Cindy Santoyo, Compton resident, spoke and alleged that the City's emblem has been patented by a relative of the City Clerk, and whenever it is used, her family receives residuals and further asserted this is a conflict of interest. She also asserted that Councilwoman Zurita is not properly attending the meetings of the Metropolitan Water District meeting of the Air Quality Management District (AQMD). Ms. Santoyo concluded by complaining about the increase in taxes.

Councilmember Zurita asserted that she does receive a stipend from the Metropolitan Water District where she sits as an alternate and further indicated that she does receive a stipend from the AQMD.

City Clerk Godwin denied the allegation and indicated for the sake of transparency, requested that the City Manager check with the City Controller to determine if her sons have ever received residuals from the use of the City's emblem.

Gilda Blueford, Compton resident, spoke regarding the respect and admiration that we all owe to our Veterans. Ms. Blueford respectfully requested that the City Council re-consider allowing the 15th Annual Veteran's Stand-down be held at the requested location of 700 N. Bullis Road on the third weekend of September.

Lynn Boone, Compton resident, addressed the issue of the Metropolitan Water Board and asked know who is primarily assigned to the board, as Councilwoman Zurita is the alternate. Ms. Boone then asserted that Compton does not have a 'one-person' leader of the City. Ms. Boone concluded by addressing the financial problems of the City and further noted that the State Controller is conducting a critical audit of the City's finances.

Joyce Kelly, Compton resident, addressed the Council regarding the $20,000 for repairs on the paramedic truck (item number 7) and questioned if the City owns the paramedic trucks. Ms. Kelly spoke against the increase on taxes and water bills and noted that the average income of a Compton resident is $25,000 per year. Ms. Kelly further stated that she makes Valentines' Day Baskets to sell, however, City officials attempted to stop her from selling her products.

Rev. Frederick Gordon, Compton resident, questioned if there is a rule or policy regarding Councilmembers that miss multiple Council meetings. Rev. Gordon then indicated that he has lived in Compton for 9 years and the Councilmember for District 2 has yet to host a Town Hall Meeting. Rev. Gordon then requested a crosswalk on the corner of 130th Street and Wilmington for the safety of the children and concluded by urging the City to re-paint the lines on Compton Blvd.

Tyrell Brown, Compton resident, complained about the inadequate street lights and further noted that the traffic lines need to be repainted.

CONSENT AGENDA

APPROVAL OF MINUTES

1. JANUARY 16, 2018

On motion by Zurita, 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 MANAGER'S REPORT

2. A REQUEST TO SCHEDULE A PUBLIC HEARING - TO APPROVE A PROPOSED SUBDIVISION TO SUBDIVIDE AN EXISTING 93,510 SQUARE FOOT INDUSTRIAL LOT INTO THREE SEPARATE SMALLER PARCELS FOR FUTURE DEVELOPMENT AS A RETAIL COMMERCIAL CENTER AT 2200 WEST ARTESIA BOULEVARD TENTATIVE PARCEL MAP NO. 75002 (March 6, 2018 at 5:35 p.m.)

On motion by Sharif, seconded by McCoy, the hearing was scheduled for **March 6, 2018 at 5:35 p.m.** by the following vote on roll call:

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

3. A REQUEST TO SCHEDULE A PUBLIC HEARING TO CONSIDER AN APPEAL OF A VARIANCE DENIAL TO WAIVE THE REQUIREMENT TO PROVIDE AN ONSITE GARAGE AND TO PERMIT AN UNAUTHORIZED CONVERTED GARAGE TO REMAIN AS LIVING SPACE AT 522 W. PEACH STREET

On motion by McCoy, seconded by Sharif, the hearing was scheduled for **March 6, 2018 at 5:45 p.m.** by the following vote on roll call:

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

CITY ATTORNEY'S REPORTS

CLOSED SESSION

4. PUBLIC EMPLOYEE PERFORMANCE EVALUATION Title: City Manager to Pursuant to California Government Code Section 54957

On motion by Zurita, seconded by Sharif, the Closed Session was approved by the following vote on roll call:

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

UNFINISHED BUSINESS There was no Unfinished Business.

NEW BUSINESS

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 AUTHORIZE THE ISSUANCE OF A PURCHASE ORDERS TO MUNICIPAL EMERGENCY SERVICES, INC. AND ALLSTAR FIRE EQUIPMENT, INC. FOR THE PURCHASE OF FIREFIGHTING PERSONAL PROTECTIVE EQUIPMENT ($277,248.35)

On motion by Zurita, seconded by McCoy, **Resolution Number 24,732** 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 AUTHORIZE THE ISSUANCE OF A PURCHASE ORDERS TO MUNICIPAL EMERGENCY SERVICES, INC. AND ALLSTAR FIRE EQUIPMENT, INC. FOR THE PURCHASE OF FIREFIGHTING PERSONAL PROTECTIVE EQUIPMENT ($277,248.35)'** was adopted by the following vote on roll call:

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

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ESTABLISHMENT OF A PURCHASE ORDER FOR RUSH TRUCK CENTERS OF CALIFORNIA, INC. TO PROVIDE PARAMEDIC AND COMMAND VEHICLE MAINTENANCE AND REPAIR FOR FISCAL YEAR 2017-2018 ($20,000)

On motion by Zurita, seconded by Sharif, **Resolution Number 24,733** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ESTABLISHMENT OF A PURCHASE ORDER FOR RUSH TRUCK CENTERS OF CALIFORNIA, INC. TO PROVIDE PARAMEDIC AND COMMAND VEHICLE MAINTENANCE AND REPAIR FOR FISCAL YEAR 2017-2018 ($20,000)'** was adopted by the following vote on roll call:

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

8. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON, CALIFORNIA, AMENDING SECTION 21-1 OF CHAPTER XXI OF THE COMPTON MUNICIPAL CODE RELATING TO RECYCLING AND INTEGRATED WASTE MANAGEMENT (First Reading)

On motion by McCoy, seconded by Sharif, the reading of the ordinance in full was waived by the following vote on roll call:

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

On motion by Zurita, seconded by Sharif, the ordinance entitled '**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON, CALIFORNIA, AMENDING SECTION 21-1 OF CHAPTER XXI OF THE COMPTON MUNICIPAL CODE RELATING TO RECYCLING AND INTEGRATED WASTE MANAGEMENT'** was placed on first reading by the following vote on roll call:

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

9. 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 LOS ANGELES AIR CONDITIONING, INC. FOR REPLACING THE ROOFTOP PACKAGED UNITS AT THE COMPTON FIRE STATION NO. 3 LOCATED AT 1133 WEST ROSECRANS AVENUE ($53,420)

On motion by Zurita, seconded by McCoy, **Resolution Number 24,734** 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 LOS ANGELES AIR CONDITIONING, INC. FOR REPLACING THE ROOFTOP PACKAGED UNITS AT THE COMPTON FIRE STATION NO. 3 LOCATED AT 1133 WEST ROSECRANS AVENUE ($53,420)**' was adopted by the following vote on roll call:

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

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RATIFYING THE EMERGENCY REPLACEMENT OF THE HVAC SYSTEM AT THE CAREERLINK FACILITY BY BENSON SYSTEMS AND THE ISSUANCE OF A PURCHASE ORDER ($63,702.79)

On motion by McCoy, seconded by Sharif, **Resolution Number 24,735** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RATIFYING THE EMER-GENCY REPLACEMENT OF THE HVAC SYSTEM AT THE CAREERLINK FACILITY BY BENSON SYSTEMS AND THE ISSUANCE OF A PURCHASE ORDER ($63,702.79)**' was adopted by the following vote on roll call:

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

APPROVAL OF WARRANTS

12. Warrant # 243553 - Date - 2/8/18 - Name - League of Calif Cities - Services - Annual membership fee - Amount - $26,836.00 - Requested by: City Manager

Warrant # 243560 - Date - 2/8/18 - Name - State Water Resources Control Board - Services - Water system and annual fee - Amount - $40,568.00 - Requested by: Water

Warrant # 243561 - Date - 2/8/18 - Name - Yale/Chase Equip and Services. Inc. - Services - Maintenance, repair, and replace of fuel level gauge - Amount - $3,231.69.00 - Requested by: Water (**Item Withdrawn**)

Warrant # 243563 - Date - 2/8/18 - Name - Government Finance Officers Assoc. Services - Webinar for City Controller - Amount - $255.00 - Requested by: City Controller

Total amount: $75,737.78

On motion by Zurita, seconded by Sharif, the above warrants were approved with the exception of warrant number 243561, by the following vote on roll call:

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

COUNCIL COMMENTS

Councilperson Zurita offered the following communications/announcements:

- Invited everyone to attend the 1st District Town Hall meeting which will be held on February 21, 2018 from 6 to 7:30 p.m. at Gonzales Park, 1101 West Cressey. There will be a brief update on the street projects and other pertinent issues.

- Requested that the City Manager bring back a date for the Water Department workshop detailing the conditions and testing of the City's water and water wells. She also requested a comprehensive study of the water to reassure the citizens that the water is safe to drink.

- Announced that Liberty Waters and Utilities will be celebrating the completion of Well 12 for the citizens of West Compton, adding that the ribbon cutting ceremony will take place on February 22, 2018 from 10 to 11:30 am at 1517 N. Grandee Avenue.

- Welcomed the new City Controller Rafaela King to the City of Compton.

City Controller King addressed the Council and stated that she is excited about working with the City of Compton.

Councilperson McCoy offered the following communications/announcements:

- Invited everyone to attend the Black History Month Celebration on February 23, 2018 from 11 a.m. until 2 p.m. and further urged everyone to wear their African attire.

- Requested that the City Manager provide information to the City Council regarding the water quality workshop.

- Adjourn in memory of **Micah Williams**, **Harold Williams** and **Cleo Davis.**

#2.

Councilperson Sharif offered the following communications/announcements:

- Invited everyone to attend the Black History Month Celebration program the Dollarhide Community Center on February 23, 2018 from 11 a.m. until 2 p.m. and the theme will be 'From Protest to Progress.'

- Announced that citizens may keep abreast of City activities, street closures and public notices by visiting the City's website: comptoncity.org and click on e-subscription and input their email address to receive notifications.

- Announced that the South Bay Air Quality Management District (AQMD) will hold a meeting on February 21, 2018 at the Dollarhide Community Center beginning at 6 p.m.

- Celebrated Black History Month by honoring trailblazer and icon ***Congress-woman Shirley Chisholm***, the first black woman elected to the U.S. Congress and the first Black candidate for a major party's nomination for President of the United States: ***"Tremendous amounts of talent are lost to our society just because that talent wears a skirt."***

City Clerk Alita Godwin offered her heartfelt thanks to everyone on behalf of the Ivey, Banks and Godwin families for the overwhelming love and support they received from the community and the Compton Unified School District on the passing of her sister-in-law, ***June Ivey Godwin***. City Clerk Godwin further stated that the family is deeply grateful.

Mayor Brown offered the following communications/announcements:

- Commented that she participated in a conference call with U. S. Senators Corey Booker and Tim Kaine discussing programs offering new incentives for investing in low-income communities. These incentives will provide temporary deferral of inclusion and taxable income for capital gains reinvested into opportunity fund communities.

- Requested that the City Manager expeditiously agendize an update on the City's water quality and the Public Works street improvement projects, as well as require various City Hall departments to provide monthly reports and updates for the benefit of the taxpayers. She asserted that each department must be held accountable for the funds they receive.

- Announced that in honor of Black History Month, the City will be hosting the creators of **'Black Love'** and there will be a show that focuses on families at the NHS Sustainable Community Center at 1051 West Rosecrans on February 21, 2018 from 7 to 8:30 p.m.

- Invited the residents to attend the **Open Mic** event hosted by Ms. Amber Riley on February 22, 2018 from 7 to 10:30 p.m. at the Dollarhide Community Center.

- Invited the community to attend the **Compton Art Pop-Up** in honor of Black History Month, stating that this event will feature various genres of art, along with food trucks, music and live entertainment. The event will be held at Compton Transit Center on February 24, 2018 beginning at 11:00 a.m. There will be amazing artists in attendance with various types of visual media and art.

- Requested that the City Manager bring forth an item to solidify the actual time of year that City Controller and City Manager are evaluated by the Council, indicating that these are two positions that the City Council is authorized and mandated to oversee.

CLOSED SESSION

On motion by Zurita, seconded by McCoy, Council recessed to closed session at 7:30 p.m. by the following vote on roll call:

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

The meeting reconvened at 10:12 p.m.

ROLL CALL

Council Members Present: McCoy, Sharif, Brown
Council Members Absent: Zurita, Galvan

REPORT OUT OF CLOSED SESSION

Craig Cornwell, City Attorney reported out that all Council Members were present except for Council Member Galvan, and further indicated that there was no reportable action taken during the Closed Session.

11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DECLARING THE RESULTS OF THE SPECIAL MUNICIPAL ELECTION HELD IN SAID CITY ON JANUARY 23, 2018

On motion by McCoy, seconded by Sharif, **Resolution Number 24,736** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DECLARING THE RESULTS OF THE SPECIAL MUNICIPAL ELECTION HELD IN SAID CITY ON JANUARY 23, 2018'** was adopted by the following vote on roll call:

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

ADJOURNMENT

On motion by Sharif, seconded by McCoy, the meeting was adjourned at 10:13 p.m. by the following vote on roll call:

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

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

MARCH 13, 2018

TO: MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: REQUEST TO SCHEDULE PUBLIC HEARING FOR ADOPTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON REGULATING ALL OFFSITE AND ONSITE ALCOHOL SALES POINT LAND USES
[Proposed Hearing Date: Tuesday, March 27, 2018 @5:45 P.M.]

On Tuesday February 14, 2018 the Planning Commission completed a public hearing on the proposed new Liquor Ordinance regulating all offsite and onsite alcohol sales points; such as, liquor store, convenience store, grocery store and entertainment uses. After due consideration, Zoning Code Text Amendment 17-020339, was not recommended for approval by the Planning Commission. The Planning Commission believes that the proposed ordinance should prohibit all new liquor stores. Accordingly since the proposed ordinance does not prohibit new liquor stores they did not vote to support it.

During the public hearing the Planning Commission heard testimony from the (Interim) Planning Director, Assistant City Manager and City Attorney regarding the merits of the proposed ordinance. Additionally, the City Attorney instructed the Planning Commission that a total prohibition on liquor stores would not be legal since the City shares regulatory authority with the State of California Alcohol Beverage Control.

Zoning Code Text Amendments are ordinances and thus require the approval of the City Council. Therefore, this item is being requested to be scheduled before the City Council for a public hearing.

Staff therefore requests that Council schedule a public hearing on this matter for **Tuesday, March 27, 2018** at **5:45 p.m**.

ROBERT DELGADILLO, (INTERIM) DIRECTOR
PLANNING AND ECONOMIC DEVELOPMENT DEPARTMENT
COMMUNITY DEVELOPMENT

APPROVED FOR FORWARDING:

CECIL W. RHAMBO, JR.
CITY MANAGER

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **Planning**

RESOLUTION TITLE: **A REQUEST TO SCHEDULE A PUBLIC HEARING FOR ADOPTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON REGULATING ALL OFFSITE AND ONSITE ALCOHOL SALES POINT LAND USES (March 27, 2018 at 5:45 p.m.)**

Robert Delgadillo — **3/6/2018 10:20:17 AM**
DEPARTMENT MANAGER'S SIGNATURE — DATE

REVIEW / APPROVAL

Craig Cornwell — **3/9/2018 12:32:45 PM**
CITY ATTORNEY — DATE

Austin Okonta — **3/9/2018 11:50:07 AM**
CITY CONTROLLER — DATE

Cecil Rhambo — **3/8/2018 1:41:21 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.

March 13, 2018

TO: MAYOR AND COUNCIL MEMBERS

FROM: ROBERT DELGADILLO, (INTERIM) PLANNING DIRECTOR COMMUNITY DEVELOPMENT

SUBJECT: HEARING – APPEAL OF PLANNING COMMISSION DECISION DENYING VARIANCE CASE NO. 17-000005 – A REQUEST BY APPLICANTS (BLANCA/DOMINGO HERNANDEZ) TO WAIVE THE REQUIREMENT TO PROVIDE AN ONSITE GARAGE AND TO PERMIT A CONVERTED GARAGE TO REMAIN AS LIVING SPACE AT 522 WEST PEACH STREET (RESOLUTIONS DENYING/APPROVING VARIANCE CASE NO. 17-000005 ATTACHED)

SUMMARY

Council will conduct a public hearing to consider an appeal of a Planning Commission decision denying a request to waive the requirement to provide an onsite garage and to permit a converted garage to remain as living space at the property located at 522 West Peach Street (Assessor's Parcel Number 6153-011-010). The house is currently uninhabited. The requested use (i.e. converted garage without required onsite garage) requires approval of a variance in accordance with the Compton Zoning Ordinance. 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

The Subdivision of the Land

On May 13, 1988, Blanca and Domingo Hernandez purchased the home at 522 West Peach Street in the City of Compton ("City"). The house sits towards the front of a lot that measures 25 feet wide by 100 feet deep. The house was built in 1950 and, according to the City Building Department and Assessor's records, is 416 square feet in size.

The property at 522 West Peach Street is located between Matthisen Avenue to the west and Aranbe Avenue to the east. This stretch of land was subdivided in the early 1920s. Seven lots directly to the east of Matthisen Avenue were subdivided in 1922. The subdivision, in the City, was approved in Tract Map No. 5112 and recorded on April 28, 1922 at book 53, page 27. From that physical point eastward, sixteen (16) lots were subdivided in 1924; taking the subdivision all the way to Aranbe Avenue. This subdivision, also in the City, was reflected in Tract Map No. 4469, which was recorded October 21, 1921 at book 48, page 22. Initially, there were a total of 23 lots between Matthisen Avenue and Aranbe Avenue. Twenty-one (21) of the 23 lots

measured 25 feet wide and 100 feet deep. Over time, most of the lots were merged with adjoining lots, creating new parcels of land. Currently, there are 12 parcels recognized by the Los Angeles County Assessor's office.

Only two (2) of the original 23 lots between Matthisen Avenue and Aranbe Avenue are still 25 feet by 100 feet or 2,500 square feet. The property at 522 West Peach Street is one those lots. The other lot is at 516 West Peach Street. Eight of Hernandez's neighbors have lots that are 50 feet by 100, for a total of 5,000 square feet in size. One neighbor's lot is 51.21 feet by 100 or 5,121 square feet. The largest lot, three doors down from the Hernandez family's house, measures 69.78 feet by 100 feet for total square footage of 6,978.

The City's Zoning Law Affecting 522 West Peach Street
Ordinance No. 212 (1927)

On February 15, 1927, the City Council adopted Ordinance No. 212, "An Ordinance Providing for the Creation of Zones in the City of Compton, County of Los Angeles, Prescribing the Classes of Buildings, Structures, Improvements and Uses or Additions in the Several Zones to Be Created by this Ordinance." At that time, eight zones and districts were created: (1) single family residence districts; (2) two (2) family and apartment house districts of not more than two stories in height; (3) apartment houses; (4) neighborhood business districts; (5) commercial districts; (6) light industrial districts; (7) heavy industrial districts; and (8) special uses.

The general provisions for development in Ordinance No. 212 for single family residence zone stated, in part:

> No building or structure shall be erected or altered on a lot or parcel of land, which is constructed or intended for the use of more than one family; and each lot shall have a minimum of 5,000 square feet, except on land or lots shown on maps duly recorded prior to the passage of this ordinance. In no case shall a residence be permitted to be erected upon a lot the frontage of which is less than forty feet when such house is to be erected in an area which has been subdivided and recorded after the passage of this ordinance, or upon land which has been sold by meets and bounds and not according to a recorded map.

Ord. No. 212, Sec. XI (1). At that point in time, although the lot at 522 West Peach Street was half of the minimum required size as stated in Ordinance No. 212, it was grandfathered in because it was subdivided in Tract Map No. 4469, recorded on October 21, 1921; five and half years before Ordinance No. 212 was passed.

Ordinance No. 212 also contained a section on private garages. It stated simply, in pertinent part, that, "[a]ll private garages shall be located not less than 70 feet from the front lot line unless such garages are part of the general plan of the residence and are an integral part thereof." Ord. No. 212, Sec. XI(3).

Ordinance No. 626 (1946)

On August 20, 1946, the City Council adopted Ordinance No. 626, another zoning ordinance. Seven zones were created: (1) R-1 – one-family zone; (2) R-2 – two-family zone; (3) R-3 – multiple family zone; (4) P-1 – automobile parking zone; (5) C-2 – general commercial zone; (6) M-1 – light manufacturing zone; and (7) M-2 – heavy manufacturing zone. As part of this new ordinance, 522 West Peach Street and the surrounding area was now zoned R-2 or "two-family zone." The lot requirement at that time was stated as follows:

> Lot area per family shall be not less than twenty-five hundred (2,500) square feet. Provided, however, that where a lot has less area than that herein required and was of record at the time this ordinance became effective, said lot may be occupied by not more than one family.

In addition, the stated front yard requirement was:

> There shall be a front yard of not less than twenty-five (25%) per cent of the depth of the lot provided such front yard need not exceed twenty (20) feet except, where lots comprising forty (40%) per cent or more of the frontage on one side of a street between intersecting streets are developed with buildings having an average front yard with a variation of not more than six (6) feet, no building hereafter erected or structurally altered shall project beyond the average front yard line so established.

Once again, 522 West Peach Street appears to have been grandfathered in to the new Zoning Ordinance because Tract Map No. 4469 was recorded prior to the effective date of Ordinance No. 626.

According to the Assessor's parcel information, the house was built in 1950. It was a one bedroom, one bath house. The square footage was 416. Most of the houses along Peach Street, between Matthisen Avenue and Aranbe Avenue were built in the 1940s. Two houses were built in the 1920s.

At the time the house was built in 1950, the parking requirement for dwellings was that "there shall be at least one parking space in a building on the same lot with the main building for each dwelling unit and such parking space shall not be less than eight (8)

feet wide by eighteen (18) feet long, with adequate provision for ingress and egress." Ord. No. 626, Sec. 11 (emphasis added). According to the depiction of the "Existing Floor Plan" with a garage for 522 West Peach Street, the room dimensions are as follows:

Room	Size (width by length)	Square footage
Garage	8'1" x 18'	144
Living room	9'10" x 10'4"	101.54
"Den" (bedroom)	11'11" x 9'7"	114.19
Kitchen	9'10" x 8'8"	85.23
Bathroom	6' x 7'3"	43.5

Ordinance No. 840 (1951)

On February 20, 1951, the City Council adopted another Zoning Ordinance, Ordinance No. 840. 522 West Peach Street and the surrounding area remained as R-2 or "two-family zone." The lot size at that time was stated as follows:

> Lot area per family for every dwelling hereafter erected or structurally altered shall be not less than twenty-five hundred square feet. Provided, however, that where a lot has less area than that herein required and was of record on September 20, 1946, said lot may be occupied by not more than one family.

Again, 522 West Peach Street appears to have been grandfathered in to Ordinance No. 840 because Tract Map No. 4469 was recorded prior to September 20, 1946.

The parking requirement, however, changed in Ordinance No. 840. The requirement now stated:

> For dwellings there shall be at least one paved parking space on the same lot with the main building for each dwelling unit and such parking space shall not be less than eight feet wide by eighteen feet long, with adequate provision for ingress and egress to each parking space. Such parking space shall be not closer to the street than the dwelling set-back line, and no portion of a driveway leading to a garage or garage slab foundation shall be considered as providing a parking space within the meaning of this paragraph.

Ord. No. 840, Sec. 9115 (emphasis added). No longer was a garage required for off street parking. An on-site paved parking space was all that was required for a dwelling.

Ordinance No. 1095 (1958)

On March 25, 1958, the City Council adopted another Zoning Ordinance, Ordinance No. 1095. According to the Zoning Map, 522 West Peach Street was still zoned R-2 (two-family residential zone). The lot area per family was stated as:

> Lot or parcel of land area per family for every dwelling hereafter erected and maintained or structurally altered shall not be less than two thousand five hundred (2,500) square feet. Provided, however, that where a lot or parcel of land has less area than herein required and was of record on September 20, 1946, said lot or parcel of land may be occupied by not more than one family.

Ord. No. 1095, Sec. 9109.6. The building area per family requirement was added stating: "[e]very dwelling unit hereafter erected and maintained shall have a building area of not less than six hundred and fifty (650) square feet per family." Ord. No. 1095, Sec. 9109.7. The parking requirement changed again, as follows:

> Every main building hereafter erected or structurally altered shall be provided with minimum off-street parking accommodations as follows:
>
> (a) For dwellings there shall be at least one paved automobile parking space within a building on the same lot or parcel of land for each dwelling unit, and such parking space shall be not less than eight (8) feet wide by twenty (20) feet long, with adequate provisions for ingress and egress to each such parking space . . . . Such parking space shall be not closer to the street than the dwelling setback line and no portion of the area providing ingress and egress shall be considered as providing a parking space within the meaning of this paragraph.

Ord. No. 1095, Sec. 9121 (emphasis added). After seven years of not requiring a garage to accommodate off-street parking for dwellings, a larger garage was now required; it went from 8' x 18' to 8' x 20'. At this point in time, 522 West Peach Street became a non-conforming building. Assuming it was a Type V building (wooden frame), it was given an automatic variance and allowed to continue as a non-conforming building for 35 years from March 25, 1958. Ord. No. 1095, Sec. 9123.

Ordinance No. 1,557 (1978)

The last major change to the City's Zoning Ordinance occurred in 1978, though there have been numerous amendments to specific provisions, additions and deletions since then. Ordinance No. 1,557, which was adopted on April 4, 1978 and is codified at

Chapter XXX of the CMC, established twelve zones: (1) R-A – residential agriculture; (2) R-L – low-density residential; (3) R-M – medium density residential; (4) R-H – high-density residential; (5) C-O – professional office; (6) C-L – limited commercial; (7) M-L – limited manufacturing; (8) M-H – heavy manufacturing; (9) buffer; (10) automobile parking; (11) planned development.

Under this ordinance, 522 West Peach Street and the surrounding properties were now zoned R-M or medium density residential. Property development standards for the R-M zone were adopted. A few of the developments standards are listed below:

> Lot Area And Width
> Each lot or parcel of land shall a have (sic) minimum area of five thousand (5,000) square feet and a minimum width of fifty (50) feet.
>
> Dwelling Unit Density
> The minimum lot area for each dwelling unit shall be twenty-five hundred (2,500) square feet.
>
> Minimum Dwelling Unit Area
> Each dwelling unit shall have a gross floor area of not less than eight hundred (800) square feet.

Ord. No. 1,557, Sec. 9122. At this point in time, 522 West Peach Street did not meet the R-M development standards for lot area and width and minimum dwelling unit area. Section 9160.02 of Ordinance No. 1,557 contain an exception for certain substandard lots: (1) a lot where the person who owns or has a right to possession of the lot obtained it by virtue of a deed or contract or sale, by which such right of possession was separated, was recorded prior to September 20, 1946; (2) if a person wants to regroup his lot with a contiguous lot; (3) where a lot was divided by the City's boundary line; and (4) where a lot was affected by street widening. As has previously been mentioned, the right of possession to the lot was accomplished by a tract map which subdivided the land and was recorded on October 21, 1921.

Ordinance No. 1,557 also contained new off-site parking requirements. Every main building "hereafter erected or structurally altered" was required to provide a minimum of off-street parking. Residential buildings were to provide 1 ½ parking spaces in a private garage. Ord. No. 1,557, Sec. 9161.02.A. Parking spaces were to be not less than nine (9) feet in width and twenty (20) feet in length. Ord. No. 1,557, Sec. 9160.04.B. The original garage at 522 West Peach Street that had been converted was eight (8) feet wide and 18.1 feet in length. The garage was too small to comply with the size requirements of Ordinance No. 1,557.

Notably, Ordinance No. 1,557 also provided for the conversion of nonconforming private garages as follows:

> Private garages attached to single-family dwellings may be converted to residential use without provision for replacement garages when all of the following conditions are met:
>
> 1. That said garage is less than eighteen (18) feet in width or less than twenty (20) feet in length.
> 2. That without such conversion, the single-family dwelling contains less than the minimum required dwelling area for the zone in which it exits.
> 3. That the owner of the property obtains a building permit for said conversion and meets all Building Department requirements.
> 4. That at least one (1) standard paved parking space is provided on the property.
>
> Private garages which can be demonstrated to have been converted to residential purposes prior to March 30, 1973, are hereby granted an automatic variance to permit the continuation of such use <u>provided that the owner of the property obtain a building permit for said conversion and meets all Building Department requirements and that at least one (1) standard paved parking space is provided on the property.</u> (Emphasis added.)

Ord. No. 1,577, Sec. 9163.02.B, which was subsequently codified at CMC Section 30-23.2.b. This provision was repealed on May 11, 1999 in Ordinance No. 2,026.

<u>Current Requirements in the Compton Municipal Code</u>

Under the current Compton Municipal Code ("CMC"), 522 West Peach Street and the surrounding properties are still zoned R-M or medium density residential. Property development standards for the R-M zone were changed again by Ordinance No. 1,783 (July 11, 1989) and Ordinance No. 2,101 (April 20, 2004).

> *Lot Area, Width and Depth. . .* Each lot or parcel of land shall have a minimum area of five thousand (5,000) square feet, a minimum street frontage width of fifty (50') feet and a minimum depth of one hundred (100') feet.
>
> *Dwelling Unit Density*. The minimum lot area for each dwelling unit shall be twenty-five hundred (2,500) square feet.
>
> *Dwelling Unit Area and Number of Bedrooms*. Each dwelling unit shall have a gross floor area of not less than four hundred and fifty (450) square feet for bachelor units, six hundred (600) square feet for one (1) bedroom units, eight hundred (800) square feet for tow

> (2) bedroom units and one thousand (1,000) square feet for units with more than two (2) bedrooms. Dwelling units shall not exceed two thousand five hundred (2,500) square feet.

CMC Sec. 30-9.3.a-c. At this point in time, 522 West Peach Street did not meet the R-M development standards for lot area and/or dwelling unit area. The exceptions for substandard lots set forth in Ordinance No. 1,557, remain in CMC Section 30-20.2. Though there were some changes in Ordinance No. 2,101 (April 20, 2004), the changes do not affect 522 West Peach Street.

The parking requirements once again changed. On November 24, 1998, the City Council adopted Ordinance No. 2,010, which added an entire section to the CMC at 30-21, to regulate off-street parking and loading in the City. The parking requirements were to apply to: (1) any new building, (2) any addition or enlargement of an existing building, or (3) any change in the occupancy of any building or the manner in which any use is conducted that would result in additional parking spaces being required. CMC, Sec. 30-21.2.b.1-3.

CMC Section 30-21 also provided for non-conforming structures:

> Residences that were legally constructed prior to the adoption of this section may continue without additional off-street parking <u>provided that existing off-street parking is not reduced,</u> the number of residential units is not increased and any expansion to the size of the residence conforms to the followings standards:
>
> (a) Residence with legally converted garages may not be expanded without restoration of the original garage or construction of a replacement garage.
>
> (e) Single-family dwellings in which the original construction design effectively precludes construction of additional garages may be expanded by thirty (30%) percent of dwelling unit size or three hundred (300) square feet, whichever is greater, without provision of additional enclosed parking.

CMC, Sec. 30-21.2.d.(emphasis added).

The parking space requirement for a single-family detached dwelling is two (2) enclosed spaces/dwelling. CMC, Table 30-21.A. The parking area design requirement for residential parking is:

> There shall be a minimum unobstructed inside dimension of nine (9') feet by twenty (20') feet for a private one-car garage or carport and eighteen (18') feet by twenty (20') feet for a private two-car garage or carport. The minimum width for a garage door shall be eight (8') feet for a one-car garage and sixteen (16') feet for a two-car garage.

CMC, Sec. 30-21.5. As mentioned previously, the house was built in 1950 with a garage that measures 8' by 18.1' or roughly 144 square feet. Under the current parking and design requirements, the garage would have to be 18' by 20' (360 square feet) for a single-family detached dwelling.

Planning Commission Decision

On November 8, 2017, the Planning Commission, subsequent to conducting a properly noticed public hearing, denied Variance Case No. 17-000005. The Planning Commission was presented with a Staff Report, a copy of which is attached hereto. The Planning Commission was informed that the Building Department records indicate the single-family house was built in 1950 and contains a house that is 416 square feet, consisting of one bedroom and one garage. The lot size is 2,500 square feet. The house meets the minimum required front, side, and rear yard setbacks. The site is developed with a concrete driveway, and a gated entrance.

The Planning Commission was also told that the current Compton Municipal Code provisions do not allow the conversion of a garage into habitable space, without the required parking being replaced. This garage was converted into two bedrooms without a permit. The home was purchased as a two bedroom, one bathroom house. The unpermitted garage conversion was discovered by the homeowner when the house was partially burned and the homeowner could not obtain rebuilding permits from the Building and Safety Department.

STATEMENT OF ISSUE

A variance involves the application of city policy to an unusual case. The City of Compton's variance process is set forth in the Compton Municipal Code (CMC) Section 30-27. The purpose of the City's variance provisions in Section 30-27 "is to create a flexible mechanism to avoid unnecessary hardships or results inconsistent with the general purposes of [Chapter 30] which would occur from its strict, literal interpretation and enforcement." CMC Sec. 30-27.1.

Generally speaking, a variance is a permit that allows a landowner to make use of his property even if something about that property prevents the landowner from fully complying with the zoning ordinance. Though a variance provides a kind of "hardship" exemption, the "hardship" should be associated with the land, not the owner. An

example would be a residential lot that is identical in size and shape to the surrounding lots, but suffers from the presence of a large, immovable boulder. A variance waiving ordinary setback requirements may permit the landowner to build a house, even though the boulder makes construction of the house within the normal zoning requirements impossible. On the other hand, economic hardships are not to form the basis for a variance because an economic hardship is self-inflicted.

The homeowner is requesting a variance to authorize the garage that was converted into two bedrooms without being required to construct a replacement garage. The current homeowner purchased the home with the current garage conversion. In 2017, the property owner received a Building Department notice for an illegal garage conversion. It is not known exactly when the garage was converted into bedrooms, but it was before the current owner purchased the home in 1988. No Building Department permit was obtained for the conversion by the previous owner(s). The property owner claims that the realtor did not disclose the illegal garage conversion. Unfortunately, staff can not verify this claim. Additionally, the house did not have a required pre-sale inspection from the Building Department, which may have disclosed this to the prospective owner before the sale of the house. The requested variance, if granted, will permit the homeowners to continue to use the two small bedrooms instead of converting the area into a garage. Additionally, the homeowners would not be required to construct a replacement garage. The driveway to the converted garage would remain.

According to CMC Section 30-27.3:

> The Commission shall have the authority to grant, as a quasi-judicial act and upon such terms and conditions and for such duration of time as it deems necessary, such variances as may be in harmony with the general purpose and intent of this Chapter so that the spirit of this Chapter shall be observed, public safety and welfare secured, and substantial justice done. Variances may be granted for the following purposes:
>
> a. To permit the modification of the automobile parking space requirements where, in the particular instance, such modification will not be inconsistent with the purpose and intent of such requirements;
> b. To permit such modification of the height, yard, and area regulations as may be necessary to secure an appropriate improvement of a lot or parcel of land which is of such shape or so located in relation to surrounding development or physical characteristics that it cannot otherwise be appropriately improved without such modification;
> c. To permit the modification of the conditions under which specific uses are allowed in certain zones;

d. To permit temporary buildings and uses for periods of not to exceed six (6) months; and
e. To permit the following uses in zones from which they are prohibited by this Chapter: governmental enterprises, public libraries, public utilities, and public service uses and structures.

A variance shall not be granted for a parcel of land which authorizes a use or activity not otherwise permitted in the zone in which the parcel exits.

CMC Sec. 30-27.3.

In order to grant a variance, the Commission must make four (4) findings. The findings are listed at CMC Section 30-27.2 as follows:

a. That because of special circumstances applicable to the property, including its size, shape, topography, location, or surrounding, the strict application of the provisions of this Chapter deprives such property of privileges enjoyed by other property in the vicinity and in an identical zone. For the purposes of this subsection, 'special circumstances' shall not include hardships which are self-imposed by the owner of the property;
b. That the granting of such variance will not constitute a special privilege inconsistent with the limitations upon other properties in the vicinity and zone in which the property is located;
c. That the granting of such variance will not be detrimental to the public welfare or injurious to property or improvements in the area in which the property is located; and
d. That the granting of such variance will be substantially in conformance with the General Plan and compatible with the existing patterns of land use and development in the surrounding area.

FISCAL IMPACT

Approval or denial of Variance Case No. 17-000005, as well as subsequent development of the site, will not result in any meaningful impact to the General Fund.

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 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

APPROVED FOR FORWARDING:

CECIL W. RHAMBO, JR.
CITY MANAGER

Attachments:
General Plan Map
Zoning Map
Aerial Map
Tract Map No. 4469
Tract Map No. 5112
Assessor Parcel Map
Project Plans
Nov. 8, 2017 Staff Report – Planning Commission

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON REVERSING THE PLANNING COMMISSION'S DENIAL OF VARIANCE CASE NO. 17-000005 – A REQUEST BY APPLICANTS (BLANCA/DOMINGO HERNANDEZ) TO WAIVE THE REQUIREMENT TO PROVIDE AN ONSITE GARAGE AND TO PERMIT A CONVERTED GARAGE TO REMAIN AS LIVING SPACE AT 522 WEST PEACH STREET

WHEREAS, on November 8, 2017, the Planning Commission conducted a properly noticed public hearing, as provided by law, on the request of Blanca and Domingo Hernandez (the "Applicants") for a variance to waive the requirement to provide an onsite garage and to permit a converted garage to remain as living space without constructing a replacement garage as required by Compton Municipal Code, Section 30-21.2 (a); and

WHEREAS, after hearing testimony from the Applicant and other interested persons and reviewing documentary evidence submitted, the Planning Commission found that the proposed Variance request did not conform to Compton Municipal Code, Section 30-21.2 (a) and would set a precedent for similar Variance requests and voted to deny Variance Case No. 17-000005; 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 March 6, 2018; and

WHEREAS, this project is categorically exempt from further environmental review pursuant to Section 15301 of the State CEQA Guidelines (Class 1); 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.

F I N D S

1. 522 West Peach Street is situated on a lot that was subdivided in Tract Map No. 4469, recorded on October 21, 1921.

2. The original lot was 25 feet wide and 100 feet deep or 2,500 square feet.

3. The size of the lot was never enlarged.

4. 522 West Peach Street is on a substandard lot.

5. The subject property lot is only 2,500 square feet, thus limiting the amount of space for development.

6. The adjoining properties have been expanded and built upon, so there is no available land next to 522 West Peach Street.

7. The house at 522 West Peach Street was built in 1950 and, according to the Assessor's records, is 416 square feet in size.

8. At the time the house was built, it complied with the development standards at the time; a garage was constructed that measured 8 feet wide by 18.1 feet deep or 144 square feet.

9. The sizes of the rooms in the original house were as follows:

Room	Size (width by length)	Square footage
Garage	8’1” x 18’	144
Living room	9’10” x 10’4”	101.54
“Den” (bedroom)	11’11” x 9’7”	114.19
Kitchen	9’10” x 8’8”	85.23
Bathroom	6’ x 7’3”	43.5

10. The City’s zoning ordinance has changed many times since Tract Map No. 4469 was recorded.

11. From 1951 to 1958, the City did not require a garage for off-street parking.

12. In 1978, the City’s zoning ordinance contained a provision that allowed for garage conversions, provided certain requirements were met.

13. At some point in time, after the house at 522 West Peach Street was built, the garage was converted into living space.

14. In 2017, the City’s Building & Safety Department sent the homeowners a notice of illegal garage conversion.

15. The house is currently uninhabited.

16. Converting the garage back into its original use will intensify an existing hardship on the homeowners, decreasing the square footage of habitable living space, thereby making the dwelling uninhabitable.

17. That because of special circumstances applicable to the property, including its size, shape, topography, location, or surrounding, the strict application of the provisions of this Chapter deprives such property of privileges enjoyed by other property in the vicinity and in an identical zone.

18. That the granting of this variance will not constitute a special privilege inconsistent with the limitations upon other properties in the vicinity and zone in which the property is located.

19. That the granting of this variance will not be detrimental to the public welfare or injurious to property or improvements in the area in which the property is located.

20. That the granting of this variance will substantially be in conformance with the General Plan and compatible with the existing patterns of land use and development in the surrounding area.

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. 3989), denying Variance Case No. 17-000005, requesting a variance to waive the requirement to provide an onsite garage and to permit a converted garage to remain as living space without constructing a replacement garage as required by Compton Municipal Code, Section 30-21.2 (a).

Section 2. That the City Council hereby grants Variance Case No. 17-000005, and approves the request of the Applicant/Appellant for permission to retain an unpermitted converted garage as living space without constructing a replacement garage as required by Compton Municipal Code, Section 30-21.2(a) at 522 West Peach Street, Compton.

Section 3. That a copy of this Resolution shall be mailed to the Applicants/ Appellants and filed with the offices of the City Clerk, City Manager, Planning and Economic Development Department and Building and Safety Department.

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 NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON UPHOLDING THE PLANNING COMMISSION'S DECISION TO DENY VARIANCE NO. 17-05 TO RETAIN AN ILLEGALLY CONVERTED GARAGE AS TWO BEDROOMS WITHOUT CONSTRUCTING A REPLACEMENT GARAGE LOCATED AT 522 W. PEACH STREET AND ASSESSOR'S PARCEL NUMBER (6153-011-010)

WHEREAS, William Kempton, has made a Variance request to retain an unpermitted converted garage as two bedrooms without constructing a replacement garage as required by Compton Municipal Code Chapter 30-21.2 (a); and

WHEREAS, after hearing testimony from the Applicant and other interested persons and reviewing documentary evidence submitted, the City Council voted to uphold the decision of the Planning Commission and deny Variance No. 17-000005; and

WHEREAS, the City Council considered all evidence and information presented and found that the proposed Variance request did not conform to CMC code 30-21.2 (a) and would set a precedent for similar Variance requests; and

WHEREAS, this project is categorically exempt from further environmental review per Section The project is Categorically Exempt in accordance with Section 15301 of the State CEQA Guidelines (Class 1) consist of maintenance and permitting of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced; and

WHEREAS, the City Council has received testimony and reviewed documentary evidence, and being fully informed on the matter that has been submitted for decision, and

F I N D S

1. That a garage conversion use is in not conformance with the goals and objectives of the General Plan and CMC zoning R-M land use designation. The granting of the variance will be detrimental to the public welfare or injurious to other properties in the vicinity. The granting of the variance will include but not be limited to the loss of one off street parking space reducing the former provision of two off street parking space to one. This will result in an increase in the amount of on-street parking in the neighborhood contrary to the first purpose of the parking code as listed under section 30-21.1 which states: "Provide adequate off street parking and loading facilities".

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

Section 1. That the City Council hereby denies Variance No. 17-000005 a request of William Kempton to retain an illegally converted garage as two bedrooms without constructing a replacement garage as required by Compton Municipal Code Chapter 30-21.2 (a) and Assessor's Parcel Number (6153-011-010) in Compton.

Section 2. 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, Community Development Department, and the Building and Safety Department.

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

ADOPTED this _____ day of _____, 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

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 NO. 3989
VARIANCE CASE NO. 17-000005

A RESOLUTION OF THE PLANNING COMMISSION DENYING OF VARIANCE No. 17-000005 TO RETAIN AN ILLEGALLY CONVERTED GARAGE AS TWO BEDROOMS WITHOUT CONSTRUCTING A REPLACEMENT GARAGE LOCATED AT 522 W. PEACH STREET AND ASSESSOR'S PARCEL NUMBER (6153-011-010)

WHEREAS, William Kempton has submitted an application for a Variance in accordance with Section30-26 and 30-27, respectively, of the Compton Municipal Code for the use of certain real property located at **522 West Peach Street** in a Medium-Density Residential Zone (R-M) **(APN: 6153-011-010)** in Compton, California, legally described as follows:

LOT 5 IN BLOCK F OF TRACT NO. 4469, IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 48, PAGE 22 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.
APN: 6153-011-010

WHEREAS, Variance No. 17-000005 was held before the Planning Commission on November 8, 2017; and

WHEREAS, and Variance No. 17-000005 and all persons protesting same, and the Planning Commission being fully informed; and

WHEREAS, the applicant was denied Variance No. 17-000005 a request to retain an illegally converted garage as two bedrooms without adding a two-car garage; and

WHEREAS, public hearing notices for the Planning Commission's November 8, 2017 hearing were sent to both owners and occupants located within 500 feet of the subject property.

FINDS

1. That a garage conversion will not be compliant with all applicable provisions of the Zoning Ordinance CMC Section 30-21. No new enclosed garage is proposed as part of this application. The subject property contains adequate space to construct a replacement garage space while meeting the required setbacks.

2. The Variance will constitute a grant of special privileges, inconsistent with the limitations upon other properties in the vicinity and in the same zone. Self-created hardships may not be considered among the factors that might constitute special circumstances. A self-created hardship results from actions taken by present or prior owners of the property that consciously create the very difficulties or hardships claimed as the basis for an application for a Variance.

3. That a garage conversion use is in not conformance with the goals and objectives of the General Plan and CMC zoning R-M land use designation. The granting of the variance will be detrimental to the public welfare or injurious to other properties in the vicinity.

NOW, THEREFORE the Planning Commission of the City of Compton hereby resolves as follows:

SECTION 1. The recitals provided in this resolution are true and correct and are incorporated into the operative part of this resolution as if set forth fully below.

SECTION 2. That this Resolution has been reviewed by the Planning Commission and shall be deemed effective on November 8, 2017.

SECTION 4. That a copy of this Resolution shall be mailed to the applicant and that copies shall be filed with the City Clerk, and the Fire, Parks and Recreation, and Building and Planning Departments.

SECTION 5. The Planning Commission hereby makes the following findings in connection with Variance Case No. 17-000005:

Adopted this 8th day of **November**, 2017

JUANITA GREEN-WRIGHT, CHAIRPERSON
PLANNING COMMISSION

ROBERT DELGADILLO, INTERIM DIRECTOR,
COMMUNITY DEVELOPMENT DEPARTMENT

6153	11 SHEET	P. A. 6158-31	TRA 2800	REVISED 6-19-56 800118317	20161207020080001-10				SEARCH NO		OFFICE OF THE ASSESSOR COUNTY OF LOS ANGELES COPYRIGHT © 2002

17

MAPPING AND GIS SERVICES
SCALE 1" = 60'

PG 10

40 PEACH ST 40

S 89°56'55"W

AVE 40

TRACT NO 5112 — TRACT NO 4469

N 3°12'50"W

AVE 40

PG 8

MATTHISEN 40

ARANBE 40

PG 18

B — F

MB 53 — MB 27 — 48 — 22

40 CRESSEY ST 40

PG 12

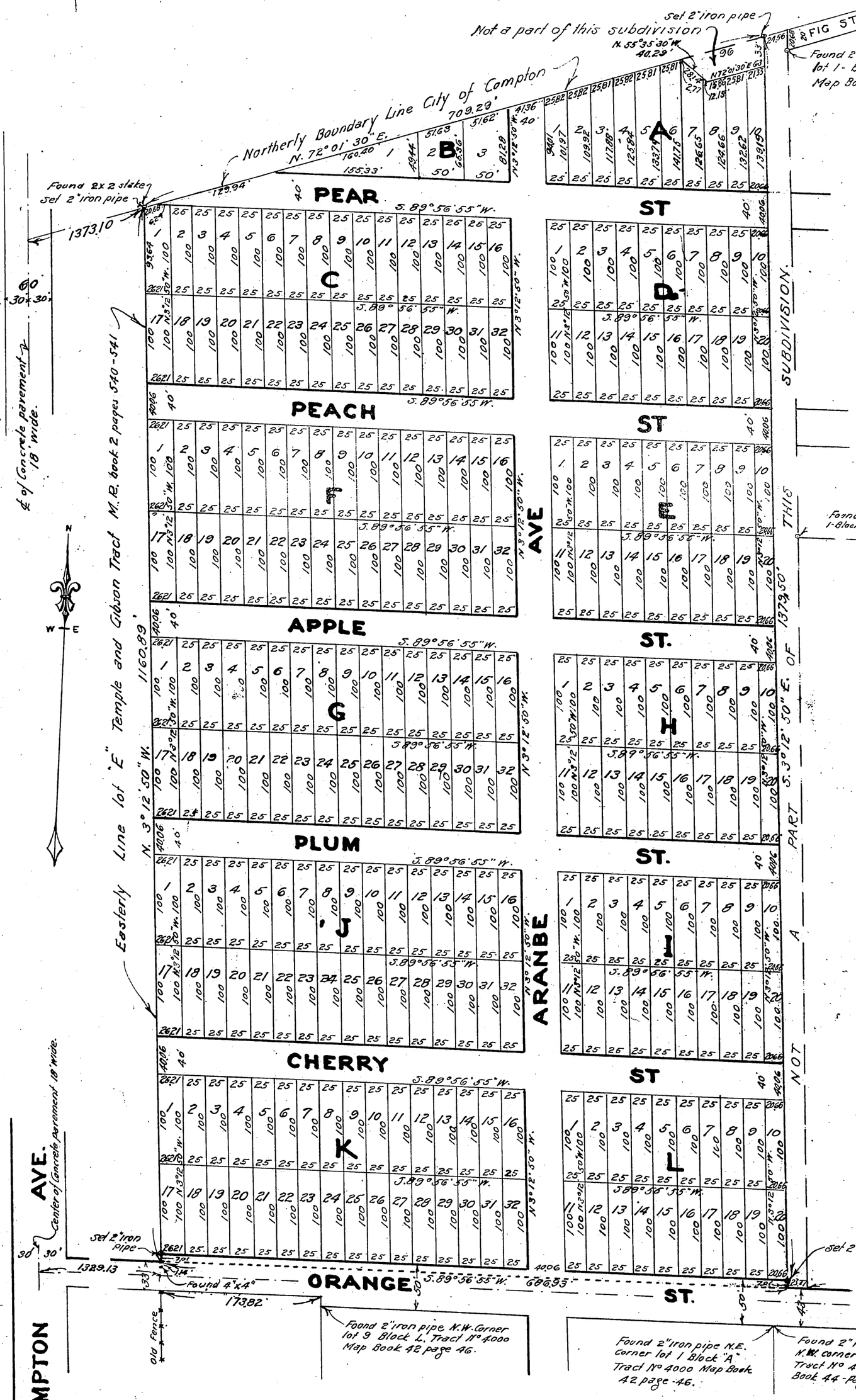
#7.

Date Printed: 12/2/2016 1:38:09 PM
Date Saved: 12/2/2016 1:37:24 PM

Book 48 & 22 Maps

#7.

4402



We hereby certify that we are the owners of or interested in the land included within the subdivision shown on the annexed map and that we are the only persons whose consent is necessary to pass a clear title to said land, and we consent to the making of said map and subdivision as shown within the colored border line and hereby dedicate to the public use of all streets and Avenue shown on said map with said subdivision.

Daniel W. Imbler

Rebecca C. Imbler

George H Bemus

Charles R Ramsey

STATE OF CALIFORNIA } S.S.
COUNTY OF LOS ANGELES }

On this 14 day October, in the year nineteen hundred and twenty one, before me ..... a Notary Public, in and for said County of Los Angeles, State of California residing therein, duly commissioned and sworn, personally appeared DANIEL W. IMBLER and REBECCA C. IMBLER known to me to be the persons whose names are subscribed to the within and annexed instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My commission expires 10-28-24 ..... Notary Public in and for Los Angeles County State of California.

STATE OF CALIFORNIA } S.S.
COUNTY OF LOS ANGELES }

On this..... day of October in the year nineteen hundred and twenty one before me JEANETTE BROWN, a Notary Public in and for County of Los Angeles State of California, residing therein, duly commissioned and sworn personally appeared GEORGE H. BEMUS and CHARLES R. RAMSEY, known to me to be the persons whose names are subscribed to the within and annexed instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

My commission expires 5.1.23 ..... Notary public in and for Los Angeles County State of California.

I hereby certify that the Honorable Board of Trustees of the City of Compton, by resolution adopted October 13th, 1921, approved the attached map and accepted on behalf of the public the streets and Avenue for highway purposes, shown upon said map and therein offered for dedication as public highways.

October 13th 1921. ..... City Clerk.

STATE OF CALIFORNIA } S.S.
COUNTY OF LOS ANGELES }

I, F.G. Dessery, hereby certify that I am a civil engineer, and that this map consisting of one sheet, correctly represents a survey made under my direct October 10th to 15th 1921, and that all of the monuments shown hereon actually exist and their positions are correctly shown.

F.G. Dessery

Sworn and subscribed to before me this 1st day of October, nineteen hundred and twenty one.

Emolyn H. Cavendux

My commission expires 3/31/24 ..... Notary Public in and for Los Angeles County, California.

Basis of bearings of this map taken from bearing of Orange St as shown on Tract N° 4368, Map Book 47, Page 76, Records of Los Angeles County California.

Approved Oct 21, 1921
J. E. ROCKWELL, County Surveyor
By H.M. Jones Deputy

OCT 21 1921
FEE $ PAID
BOOK 48
PAGE 22
Maps
RECORDS, LOS ANGELES COUNTY, CAL.

E.E. Salladay
Cashier
5.00

-1 Lot 4
F.L. Hitman

3

TRACT N° 4469

LOCATED IN THE

CITY OF COMPTON

BEING A SUBDIVISION OF A PORTION OF
LOT A TEMPLE AND GIBSON TRACT

as recorded in Map Book 2 pages 540-541, Miscellaneous Records of
LOS ANGELES COUNTY, CALIFORNIA.

Scale 1"=100' ..... Oct. 1921.

56

Map

By G.W. Taylor Cashier

500

TRACT Nº 5112

IN THE

CITY OF COMPTON

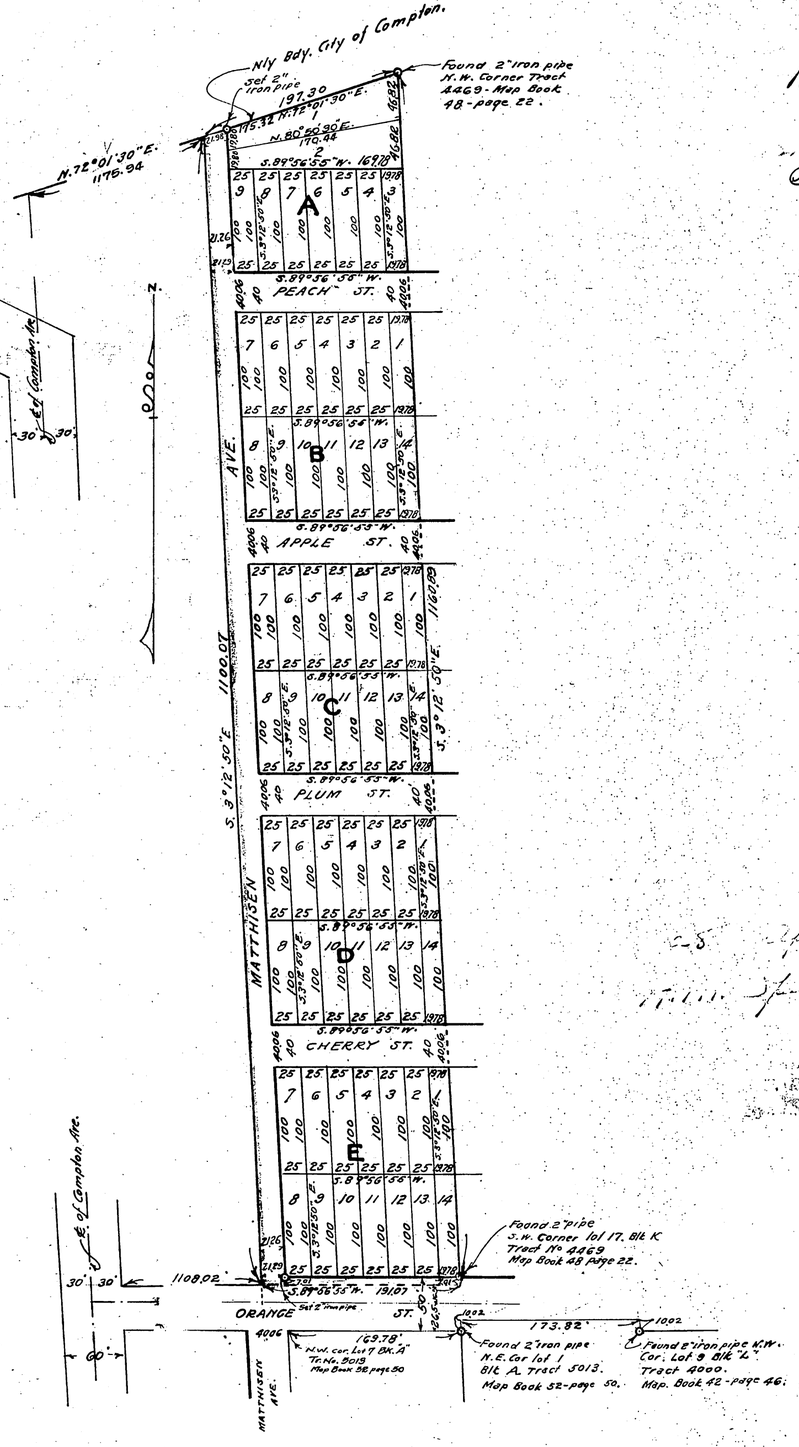
BEING A SUBDIVISION OF A PORTION OF

LOT "E" TEMPLE AND GIBSON TRACT.

As recorded in Map Book 2, Pages 540-541, Miscellaneous Records of

LOS ANGELES COUNTY, CAL.

Scale 1"=100'



We hereby certify that we are the owners of or interested in the land included within the subdivision shown on the annexed map, and that we are the only persons whose consent is necessary to pass clear title to said land, and we consent to the making of said map and subdivision as shown within the colored border line, and hereby dedicate to the public use of all the streets and avenues shown on said map within said subdivision.

Chas R. Ramsey

Geo. H. Bemus

Maggie M. Lee

STATE OF CALIFORNIA } SS.
COUNTY OF LOS ANGELES }

On this 18 day of April - in the year nineteen hundred and twenty two, before me Jeanette Brown a Notary Public, in and for said County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared, CHARLES R. RAMSEY and GEORGE H. BEMUS known to me to be the persons whose names are subscribed to the within and annexed instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Jeanette Brown

My commission expires 5/1/25 Notary Public in and for said county.

STATE OF CALIFORNIA } SS.
COUNTY OF LOS ANGELES }

I, F.G. DESSERY, hereby certify that I am a civil engineer, and that this map consisting of one sheet correctly represents a survey made under my direction April 3 to 7 (inclusive) 1922, and that all of the monuments shown hereon actually exist and their positions are correctly shown.

F.G. Dessery

Sworn and subscribed to before me this 18 day of April 1922.

Jeanette Brown

My commission expires 5/1/25 Notary Public in and for said County.

I hereby certify that the Honorable Board of Trustees of the City of Compton, by resolution adopted April 18 1922 approved the attached map and accepted on behalf of the Public the streets and Avenue for highway purposes, shown on said map and therein offered for dedication as highway purposes.

C. Compton City Clk.

STATE OF CALIFORNIA } SS.
COUNTY OF LOS ANGELES }

On this 18th day of April in the year nineteen hundred and twenty-two, before me Blanche G. Wyler a Notary Public in and for said county of Los Angeles, State of California, residing therein, duly commissioned and sworn personally appeared MAGGIE M. LEE known to me to be the person whose name is subscribed to the within and annexed instrument and acknowledged to me that she executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Blanche G. Wyler

Notary public in and for said county.

My commission expires: [illegible] 22.

Basis of bearings of this map taken from the bearing of Orange St as per map of Tract 4469, as per Map Book 48 page 22, Records of Los Angeles County.

Apr 29 1922
ROCKWOOD, County Surveyor
By [illegible] Deputy

No. 5112

#7

CITY OF COMPTON

AERIAL MAP

Variance Case No. 17-000005
522 W. Peach St.
APN: 6153-011-010

Legend

parcels

City Limits

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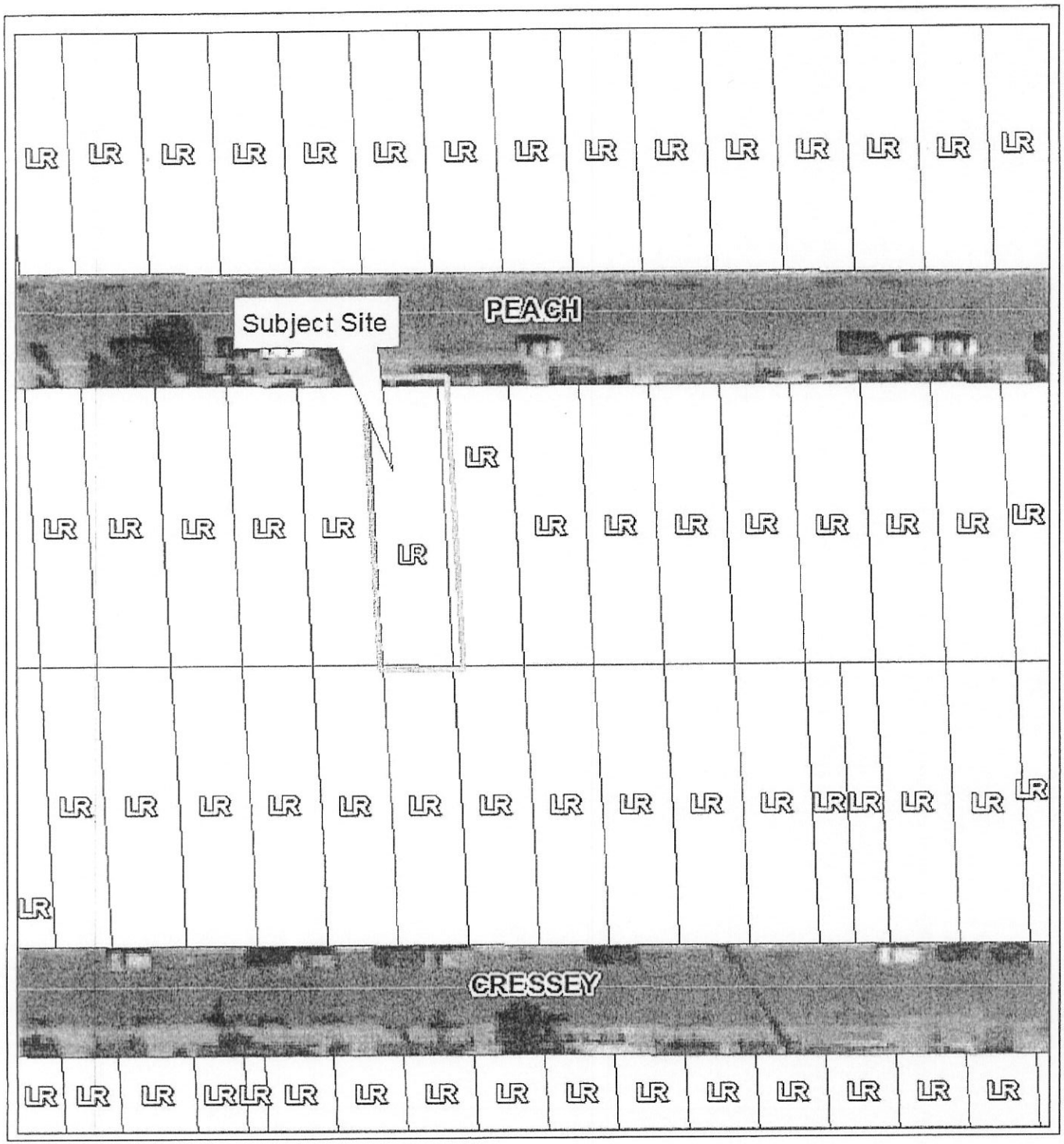

CITY OF COMPTON

GENERAL PLAN MAP

Variance Case No. 17-000005
522 W. Peach St.
APN: 6153-011-010

Legend

- parcels
- City Limits
- Low Density Residential <8.0 du/ac
- Medium Density Residential 8.1-17.0 du/ac
- High Density Residential 17.1-34.0 du/ac
- General Commercial
- Mixed Use
- Industrial
- Open Space/Parks
- Public/Quasi-Public
- Transportation

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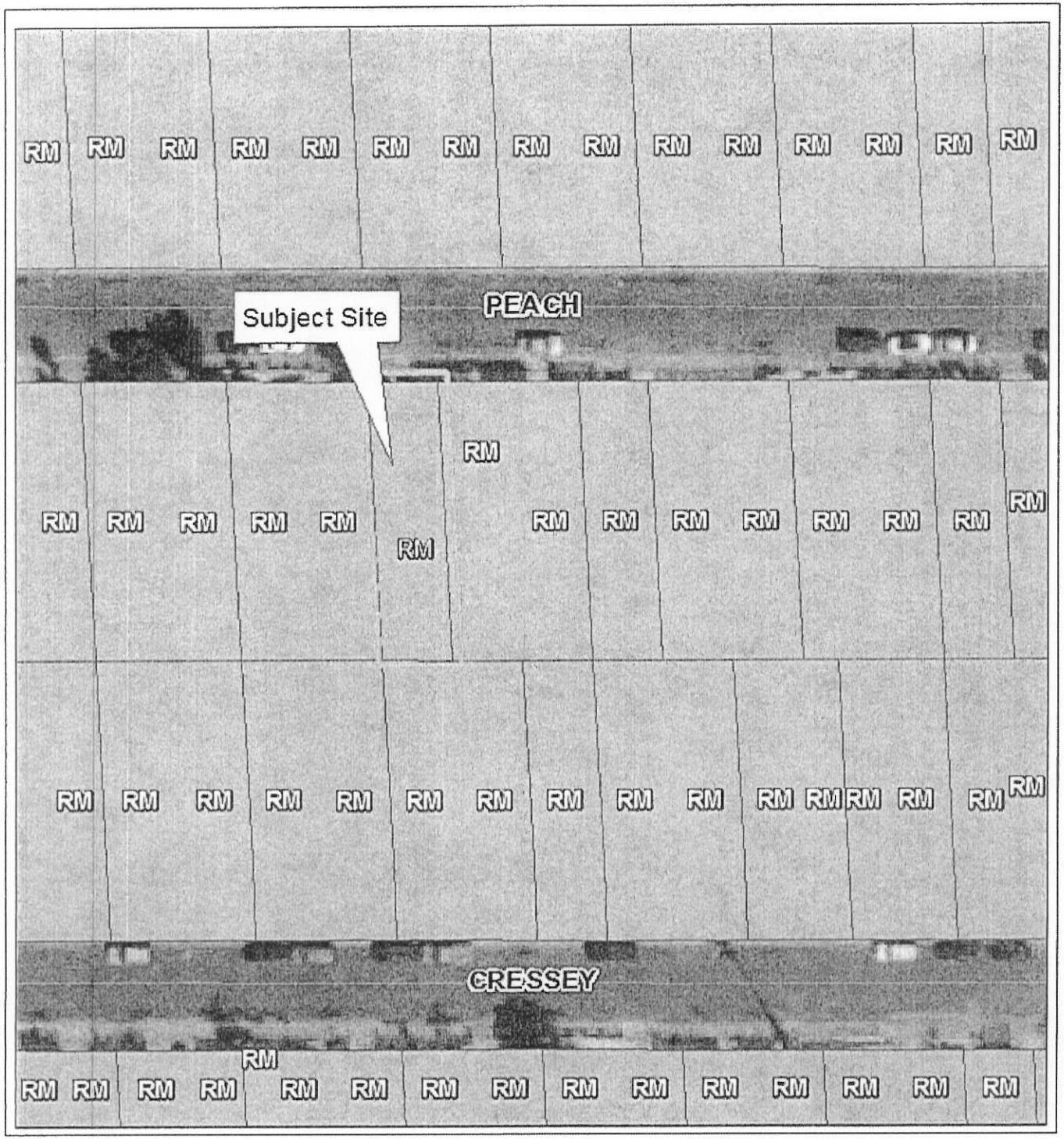

CITY OF COMPTON

ZONING MAP

Variance Case No. 17-000005
522 W. Peach St.
APN: 6153-011-010

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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#7.

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

STAFF REPORT

CASE NO.	**VARIANCE CASE NO. 17-000005**
LOCATION	**522 W. PEACH STREET** **APN: 6153-011-010**
REQUEST	**A VARIANCE TO WAIVE THE REQUIREMENT TO PROVIDE AN ONSITE GARAGE AND TO PERMIT AN ILLEGALLY CONVERTED GARAGE TO REMAIN AS TWO BEDROOMS**
HEARING DATE	**NOVEMEMBER 8, 2017**

Applicant:
William Kempton
4262 Purdue St.
Los Angeles, CA 90064

Requested Action/Project Description
William Kempton is requesting approval of Variance Case No. 17-000005 to permit a converted garage to remain two bedrooms and not require conversion back to a garage as required by CMC section 30.21 located at 522 W. Peach St.

Location
The residence located on 522 W. Peach St. on the south side of the street, located between N. Matthisen and N. Aranbe Ave. The site consists of a rectangular shaped parcel of land approximately 2,500 square foot in size.

Zoning and Land Use

SUMMARY	Project Site	North	South	East	West
General Plan	Medium Density	Unincorporated Los Angeles County	Low-Density Residential	Low-Density Residential	Low-Density Residential
Zoning	Medium Density Residential	NA	Low-Density Residential	Medium Density Residential	Low-Density Residential
Existing Land Use	Residential	NA	Residential	Residential	Residential

Environmental Determination:

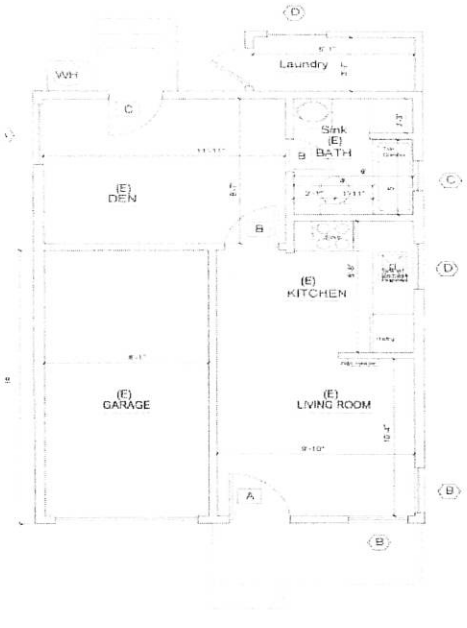
The project is Categorically Exempt in accordance with Section 15301 of the State CEQA Guidelines (Class 1) consist of maintenance and permitting of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced.

Background

The house was built in 1950 along with similar style homes. Building Department records indicate the single-family house is 416 sq. ft. consisting of one bedroom and one garage. The lot size is 2,500 sq. ft. The house meets the minimum required front, side, and rear yard setbacks. The site is developed with a concrete driveway, and a gated entrance.

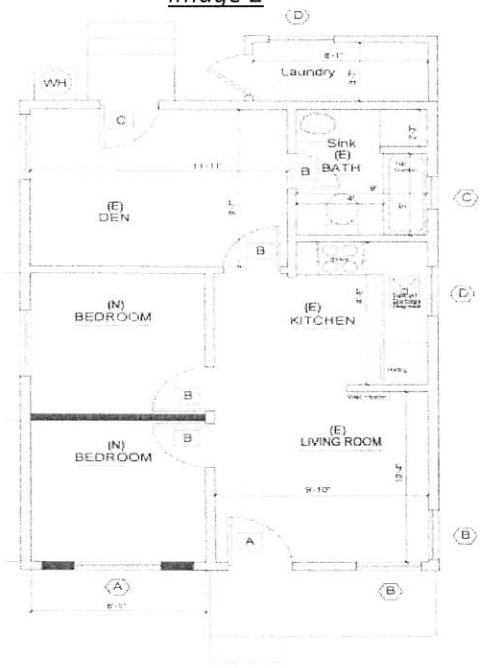
Floor Plan

Image 1



EXISTING FLOOR PLAN
SCALE 1/4" = 1'-0"

Image 2



PROPOSED FLOOR PLAN

The existing floor plan image 1 illustrates a one-car garage built when the house was originally constructed in 1950. The proposed floor plan on image 2 shows a garage converted illegally into two bedrooms. The proposed bedrooms do not have closets which does not meet the minimum qualification of a bedroom.

Analysis

The homeowner is requesting a variance to retain an illegally converted garage as two bedrooms without being required to construct a replacement garage. The current home owner purchased the home with the current garage in violation of Compton Municipal Code Section 30-21. The property owner received a Building Department notice for an illegal garage conversion in 2017. The Building Department records state that the house was built with one bedroom and one garage. The garage was illegally converted into a bedroom between the 1970s and 1990s before the current owner purchased the home. No Building Department permit was obtained for the conversion by the previous owner(s).

The property is in violation of CMC Section 30-21 and therefore must comply with the ordinance:

CMC Section 30-21 requires that all dwellings have a garage for residential off-street parking. This regulation applies to all homes built after 1946. Existing garages, either attached or detached, may not be converted or modified to accommodate alternative uses. Prior to 1993, the CMC allowed some garages to be converted to living space for the associated dwelling. Such conversions required a building permit and did not authorize a second dwelling unit. They are no longer permitted. Property owners with approved building permit may continue to use a converted garage for residential purposes. However, should they wish to expand the dwelling, the garage must be restored or replaced. Replacement of a one or two-car garage will be required.

The property owner claims that the realtor did not disclose the illegal garage conversion; unfortunately, staff can not verify this claim. The home was purchased as a two bedroom, one bathroom house. Additionally, the house did not have a pre-sale inspection from the Building Department which may have disclosed this to the prospective owner before the sale of the house which is a requirement. The property remains in violation of CMC Section 30-21 and therefore must comply with the ordinance and therefore the homeowner must convert the illegally converted bedroom back into a garage. Reconversion will result in the loss of two bedrooms and a gain one car garage.

The residential garage was originally constructed in 1950 to satisfy the requirements of CMC 30-21 for off-street parking. Current, Compton Municipal Code provisions do not allow the conversion of a garage into habitable space, by right, without the required parking being replaced. This garage was converted illegally into two bedrooms. The home was built with a garage and a reconversion back to a garage meets all current property development standards in 30-21.5. In analyzing the subject property, staff noted that there are no exceptional circumstances to the applicant's request. Furthermore, approval of a variance will reduce the number of off-street parking along this densely populated street and will exacerbate the heavy demand for on street parking.

PUBLIC NOTICE

Notices were mailed to both the property owners and occupants located within a 500 foot radius on October 26, 2017. As of November 7, 2017, no correspondence either for or against the project have been received.

RECOMMENDATION

Therefore, staff recommends that the Planning Commission deny Variance Case No. 17-000005 subject to the findings contained herein.

FINDINGS FOR DENIAL OF VARIANCE CASE NO. 17-000005:

1. That a garage conversion will not be compliant with all applicable provisions of the Zoning Ordinance CMC Section 30-21. No new enclosed garage is proposed as part of this application. The subject property contains adequate space to construct a replacement garage space while meeting the required setbacks.

2. The Variance will constitute a grant of special privileges, inconsistent with the limitations upon other properties in the vicinity and in the same zone. Self-created hardships may not be considered among the factors that might constitute special circumstances. A self-created hardship results from actions taken by present or prior owners of the property that consciously create the very difficulties or hardships claimed as the basis for an application for a Variance.

3. That a garage conversion use is in not conformance with the goals and objectives of the General Plan and CMC zoning R-M land use designation. The granting of the variance will be detrimental to the public welfare or injurious to other properties in the vicinity.

Exhibits

1) Aerial Map
2) General Plan Map
3) Zoning Map
4) Site Photos
5) Applicant's Project Description
6) Project Plans
7) 500' Radius
8) CAT Exempt Letter

CITY OF COMPTON

AERIAL MAP

Variance Case No. 17-000005
522 W. Peach St.
APN: 6153-011-010

Legend

parcels

City Limits

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#7.

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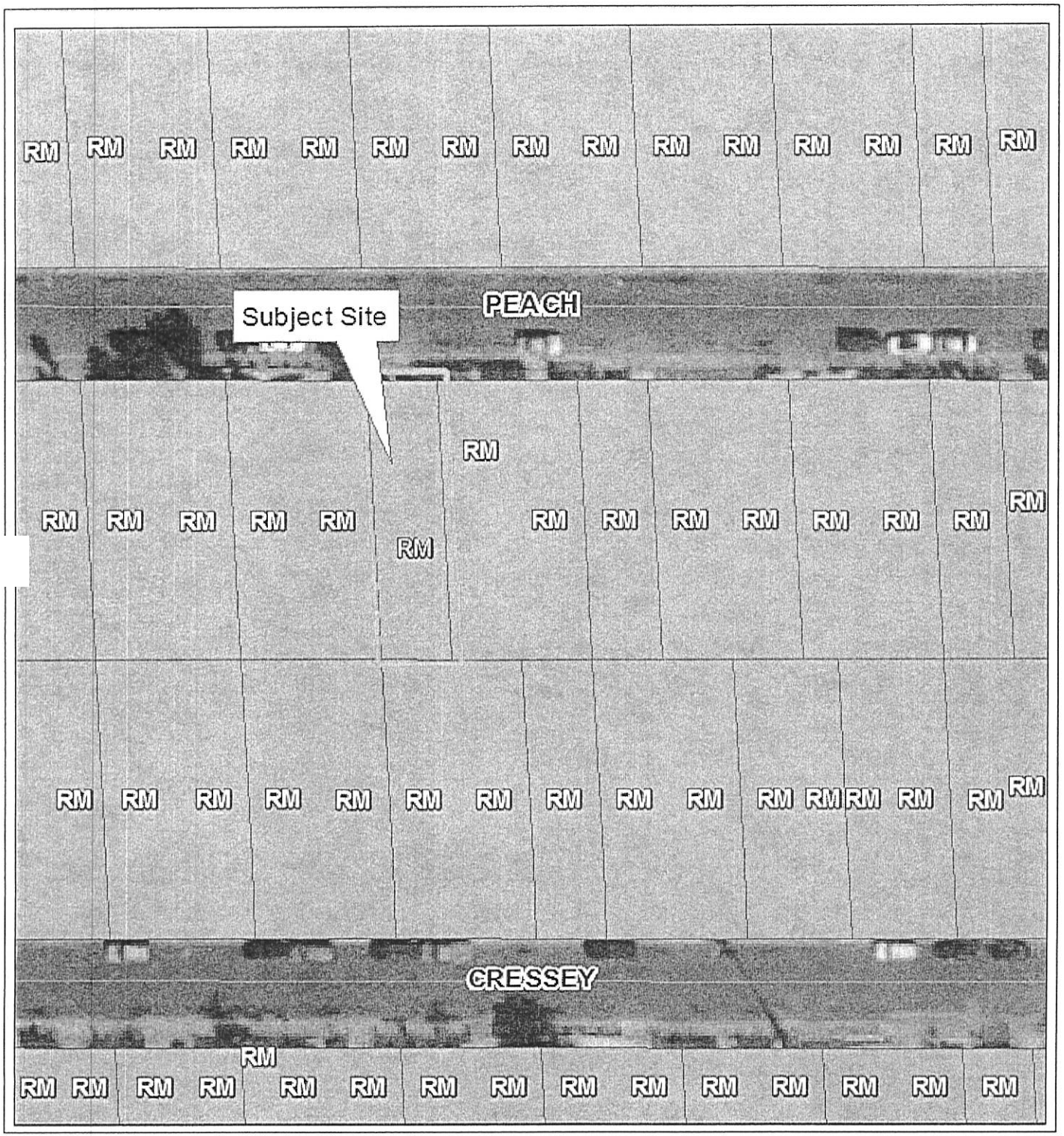

CITY OF COMPTON

ZONING MAP

Variance Case No. 17-000005
522 W. Peach St.
APN: 6153-011-010

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- UNZONED

N

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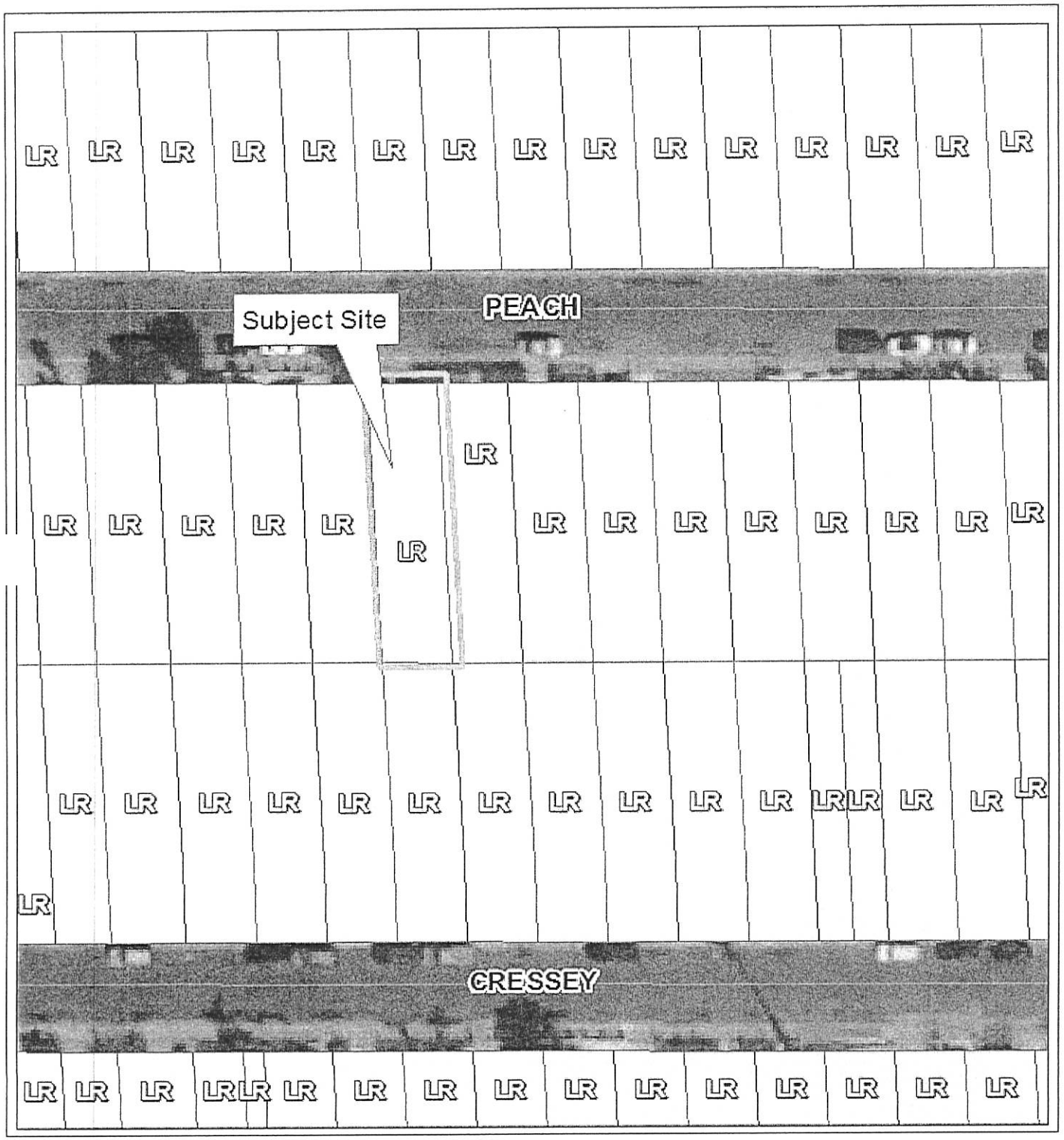

CITY OF COMPTON

GENERAL PLAN MAP

Variance Case No. 17-000005
522 W. Peach St.
APN: 6153-011-010

Legend

- parcels
- City Limits
- Low Density Residential <8.0 du/ac
- Medium Density Residential 8.1-17.0 du/ac
- High Density Residential 17.1-34.0 du/ac
- General Commercial
- Mixed Use
- Industrial
- Open Space/Parks
- Public/Quasi-Public
- Transportation

N

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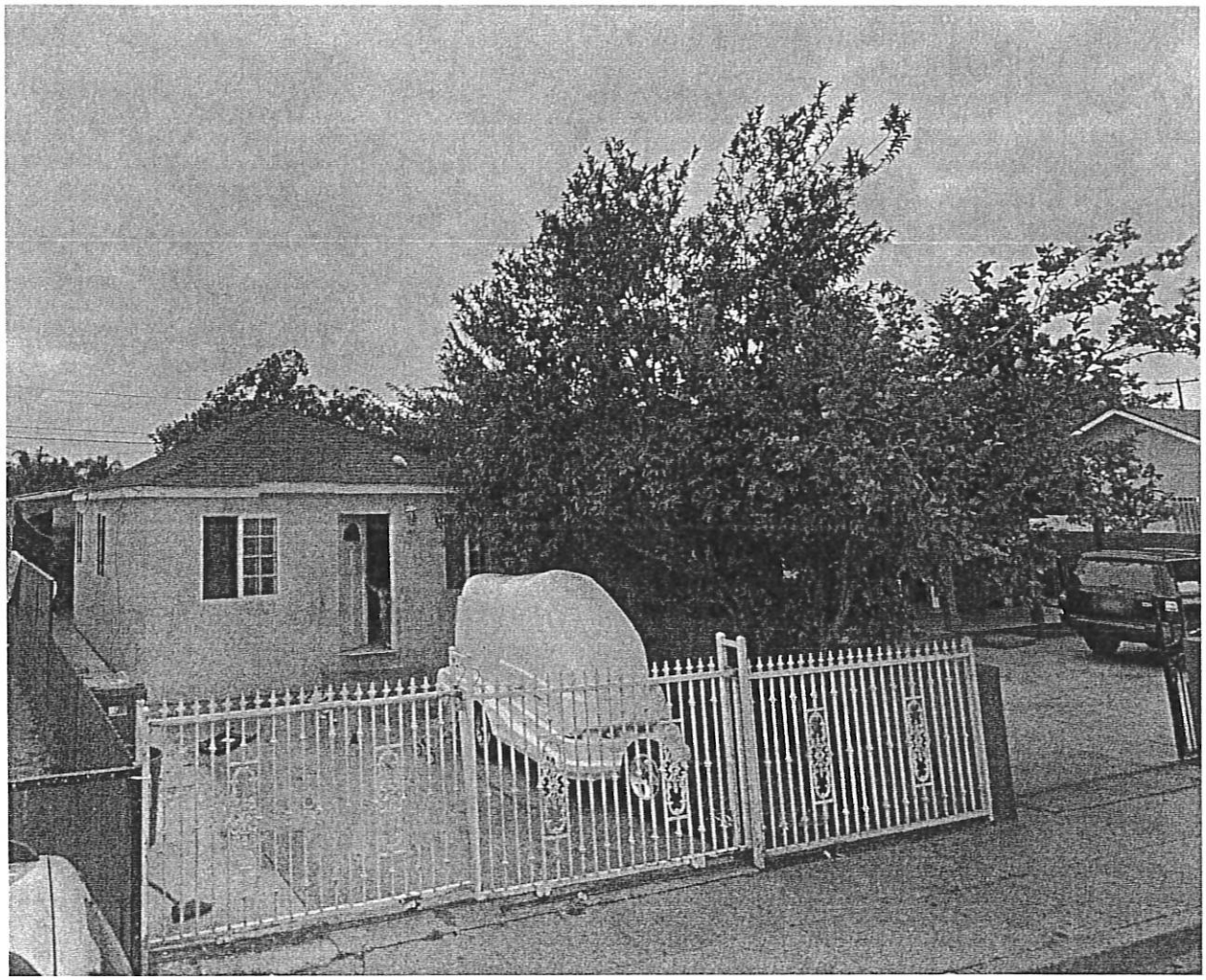


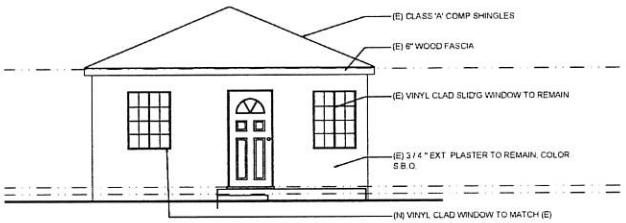
Front View

PROJECT DESCRIPTION
522 W. Peach Street
Compton, Ca 90222

The conversion of the garage to living space will provide an adequate size single family dwelling for the family of five displaced by a recent fire. The home is currently 416 square feet, a substandard size for a dwelling. The conversion will provide a more comfortable living space, 162 additional square feet for the current owner. Aesthetically, the proposed front elevation will maintain the character of the surrounding properties by providing a symmetrical balance with 2 windows, one on each side of the main entry door.

Because no new building addition is being built beyond the existing footprint @ the front of the house, the building line will remain the same, with no visible impact on the neighborhood. A 1 car parking space shall be provided as shown on the submitted site plan.

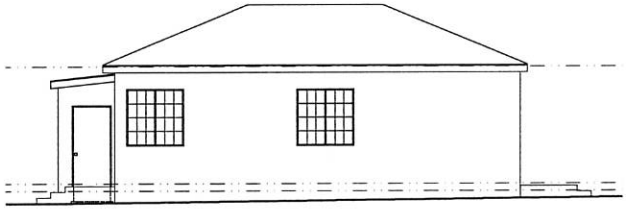
#7.



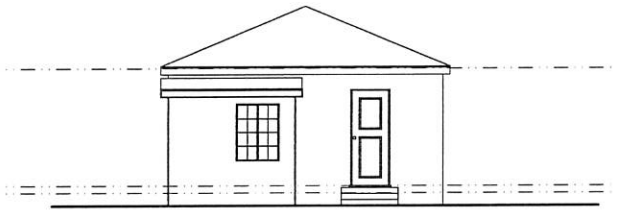
PROPOSED NORTH ELEVATION
SCALE: 1/4" = 1'-0"

EXISTING NORTH ELEVATION
SCALE: 1/4" = 1'-0"

EXISTING WEST ELEVATION
SCALE: 1/4" = 1'-0"



EXISTING EAST ELEVATION
SCALE: 1/4" = 1'-0"



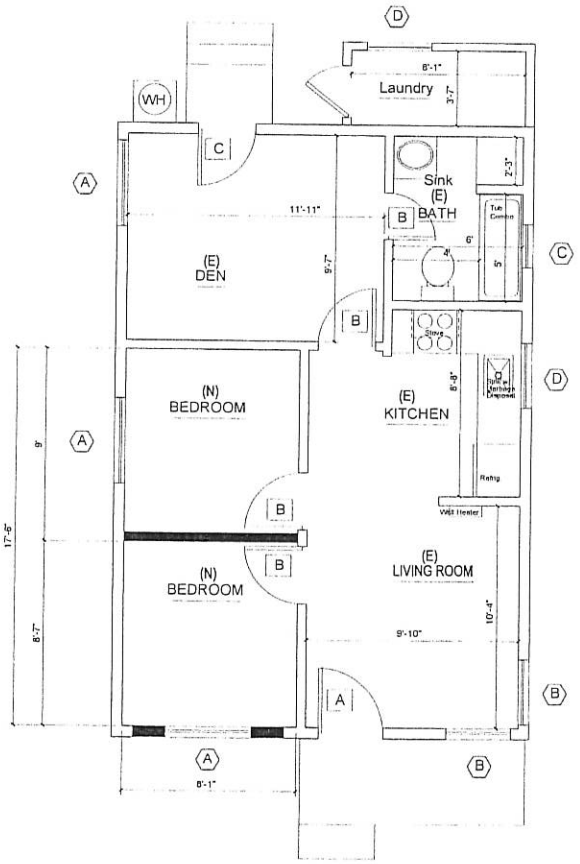
EXISTING SOUTH ELEVATION
SCALE: 1/4" = 1'-0"

GREG RAVNDAL
5419 Hollywood Blvd, C152
Hollywood, California 90027

EXISTING EXTERIOR ELEVATIONS
PROPOSED NORTH ELEVATION

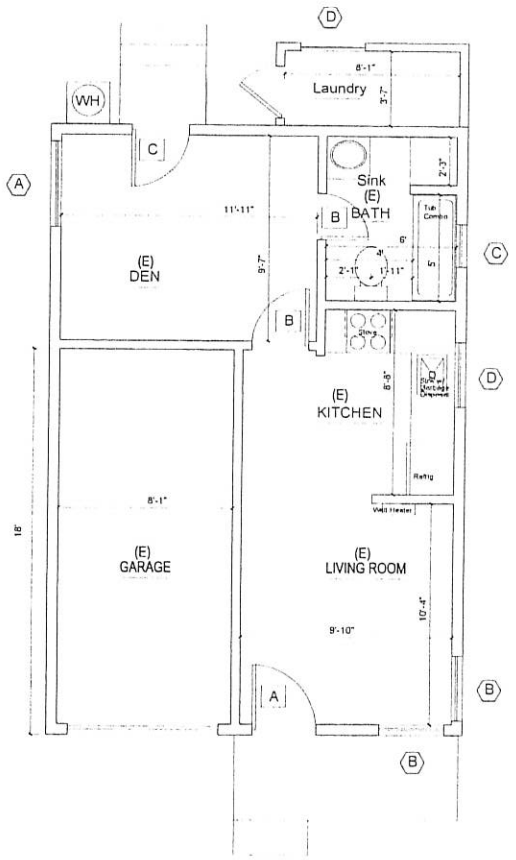
522 w. PEACH ST
CITY OF COMPTON
CALIFORNIA 90222

2



PROPOSED FLOOR PLAN

SCALE: 1/4" = 1'-0"



EXISTING FLOOR PLAN

SCALE: 1/4" = 1'-0"

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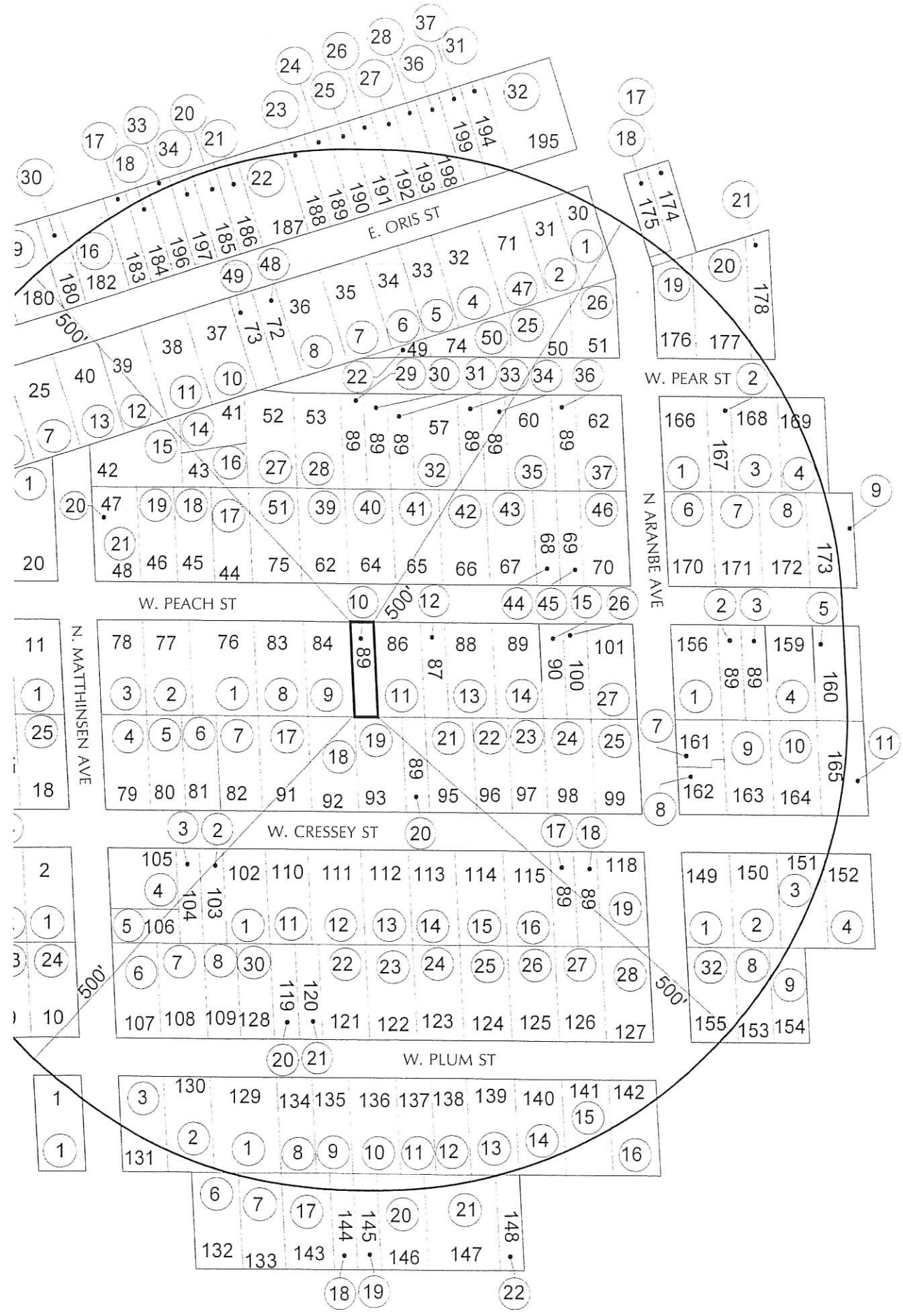


GREG RAVNDAL
5419 Hollywood Blvd, C352
Hollywood, California 90027

I Greg Ravndal, certify that I have completed this radius map to the best of my ability and that the information on it is true and complete.
Dated this: 27th day of April, 2017
Signed:

500' RADIUS MAP

522 w. PEACH ST
CITY OF COMPTON
CALIFORNIA 90222

CITY OF COMPTON
PLANNING DEPARTMENT
NOTICE OF EXEMPTION
PURSUANT TO
THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

To:
Los Angeles County Clerk
12400 East Imperial Highway
Suite #2001
Norwalk, California 90650

From:
City of Compton
Planning Division
205 S. Willowbrook Avenue
Compton, California 90220

Project Title: Conditional Use Permit No. 17-000005
Project Address: 522 W. Peach St.
Project Location: City of Compton

Description of Nature, Purpose, and Beneficiaries of Project:
William Kempton is requesting approval of Variance Case No. 17-000005 to permit a converted garage to remain a bedroom and not require conversion back to a garage as required by CMC section 30.21 located at 522 W. Peach St.

Name of Public Agency Approving Project:
City of Compton – Planning Commission

Name of Person or Agency Carrying Out Project:
William Kempton

Exemption Status:
The project is Categorically Exempt in accordance with Section 15301 of the State CEQA Guidelines. (Class 1)

Reasons why project is exempt:
The project is Categorically Exempt in accordance with Section 15301 of the State CEQA Guidelines (Class 1) consist of maintenance and permitting of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced.

Lead Agency Contact Person:
Troy Gunter — Telephone #: (310) 605-5532

Signature:
Title: Assistant Planner

Date: November 2, 2017

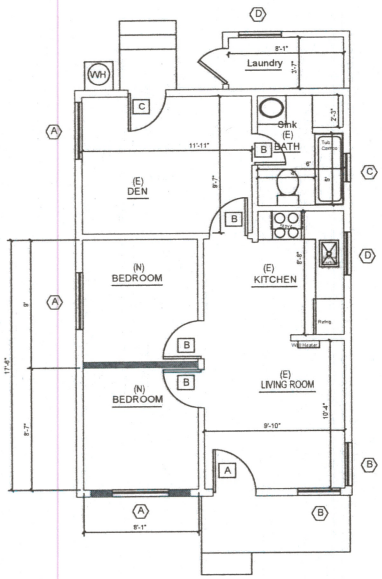
WINDOW SCHEDULE

	WINDOW SIZE	WINDOW TYPE	WINDOW FRAME	CLAD	
A	4 x 4	SLIDER	METAL	VINYL	BEDROOM / EGRESS WINDOW DEN
B	2 x 4	SLIDER			LIVING ROOM
C	2 x 3	SLIDER			BATHROOM
D	3 x 2	SLIDER			KITCHEN, LAUNDRY

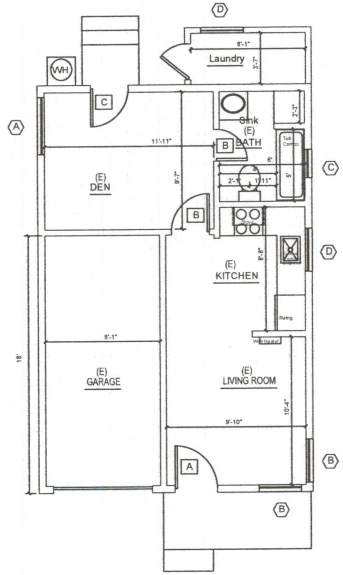
WINDOW NOTES:
1) ALL WINDOWS ARE DUAL GLAZED
2) ALL WINDOWS HAVE A U FACTOR OF .35 & SHGC OF .35
3) ALL WINDOWS ARE RETROFIT

DOOR SCHEDULE

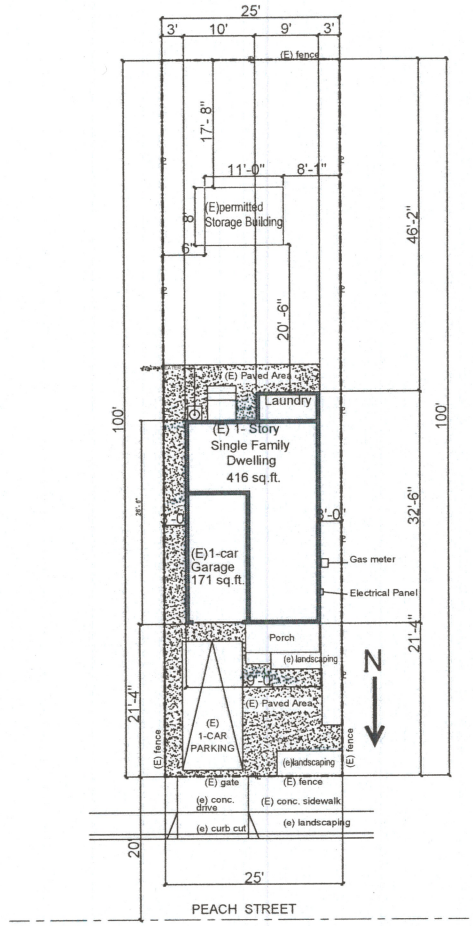
	DOOR SIZE	DOOR TYPE	DOOR FRAME	CLAD	
A	3'0 X 6'8	SWINGING	WOOD	VINYL	SOLID CORE EXT. ENTRY DOOR
B	2'0 X 6'8	SWINGING			HOLLOW CORE INT. DOOR
C	2'0 X 6'8	SWINGING			SOLID CORE EXT. DOOR



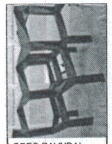
PROPOSED FLOOR PLAN
SCALE: 1/4" = 1'-0"



EXISTING FLOOR PLAN
SCALE: 1/4" = 1'-0"



EXISTING SITE PLAN
SCALE: 1/8" = 1'-0"



GREG RAVNDAL
5419 Hollywood Blvd, C352
Hollywood, California 90027

EXISTING SITE PLAN
EXISTING FLOOR PLAN
PROPOSED FLOOR PLAN

522 w. PEACH ST
CITY OF COMPTON
CALIFORNIA 90222

1

#7.

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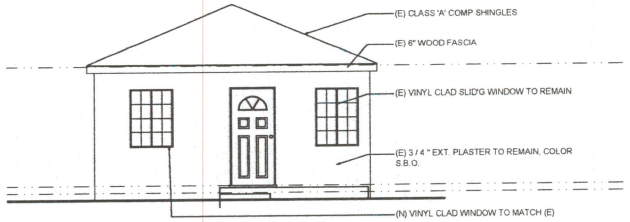
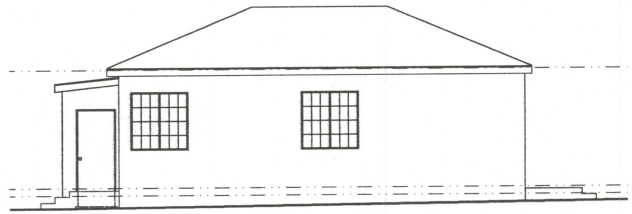


PROPOSED NORTH ELEVATION
SCALE: 1/4" = 1'-0"

EXISTING NORTH ELEVATION
SCALE: 1/4" = 1'-0"

EXISTING WEST ELEVATION
SCALE: 1/4" = 1'-0"



EXISTING EAST ELEVATION
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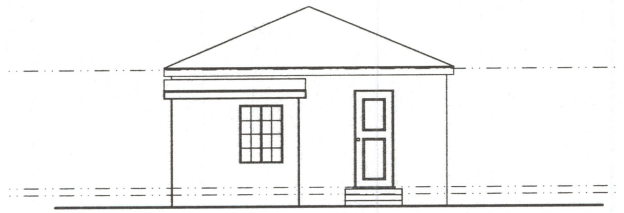

EXISTING SOUTH ELEVATION
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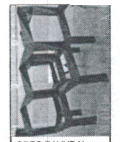

GREG RAVNDAL
5419 Hollywood Blvd, C152
Hollywood, California 90027

EXISTING EXTERIOR ELEVATIONS
PROPOSED NORTH ELEVATION

522 w. PEACH ST
CITY OF COMPTON
CALIFORNIA 90222

2

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **Planning**

RESOLUTION TITLE: **HEARING - APPEAL OF PLANNING COMMISSION DECISION DENYING VARIANCE CASE NO 17-000005 - A REQUEST BY APPLICANTS (BLANCA/DOMINGO HERNANDEZ) TO WAIVE THE REQUIREMENT TO PROVIDE AN ONSITE GARAGE AND TO PERMIT A CONVERTED GARAGE TO REMAIN AS LIVING SPACE AT 522 WEST PEACH STREET (RESOLUTIONS DENYING/APPROVING VARIANCE CASE NO. 17-000005 ATTACHED)**

Robert Delgadillo — **1/31/2018 9:53:11 AM**
DEPARTMENT MANAGER'S SIGNATURE — DATE

REVIEW / APPROVAL

Ruth Rugley — **3/1/2018 12:17:47 PM**
CITY ATTORNEY — DATE

Nita McKay — **2/5/2018 10:48:15 AM**
CITY CONTROLLER — DATE

Cecil Rhambo — **2/3/2018 3:10:15 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.

March 13, 2018

TO: **MAYOR AND CITY COUNCIL**

FROM: **WENDELL E. JOHNSON, P.E., DIRECTOR (INTERIM)**
PUBLIC WORKS DEPARTMENT

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR PROFESSIONAL SERVICES AGREEMENT WITH WILLDAN FINANCIAL SERVICES FOR THE ANNUAL ADMINISTRATION OF THE LANDSCAPE AND LIGHTING DISTRICT ASSESSMENTS AND SEWER SERVICE CHARGES ($97,800)**

SUMMARY

Adoption of this resolution will authorize the City Manager to enter into a three (3) year professional services agreement with Willdan Financial Services for the annual administration of the Landscape and Lighting District No. 1 Assessments and the Sewer Service Charges for the Fiscal Years of 2018-2019, 2019-2020, 2020-2021, with two (2) optional one (1) year extensions at the cost of Thirty Two Thousand per contractual year of service.

BACKGROUND

Pursuant to the Landscape and Lighting Act of 1972 (*California Streets and Highways Code* Section 22500 et seq.), the City is required to annually prepare and adopt the Landscape and Lighting District No. 1 and Sewer Service Charge Assessments.

The first step for the City Council to take in levying fiscal year assessments is to adopt a resolution authorizing the award of a contract to an experienced and qualified municipal finance consulting firm for the preparation of the annual Landscape and Lighting District No. 1 Assessments and the Sewer Service Charges.

Pursuant to Resolution No. 24,118, adopted by the Council on April 7, 2015, Willdan Financial Services was contracted by the City to provide services relative to the annual administration of the Landscape and Lighting District No. 1 and Sewer Service Charges for Fiscal Years 2015 through 2018.

STATEMENT OF ISSUE

It is incumbent on the City to engage the services of a qualified professional to begin the process of preparing the annual Landscape and Lighting District No. 1 and Sewer Service Charges for Fiscal Year 2018-2019. Thus, on November 3, 2017, staff released a Request for Proposal ("RFP") for preparation of the required assessments. The RFP

indicated that the City seeks to enter into a three (3) year agreement with the possibility of two (2) optional one (1) year extensions, which will save staff and administrative time and obtain a firm price for each year of service.

Willdan Financial Services ("Willdan) was the only firm to submit a proposal/bid. Their proposal encompasses assisting the City with the annual administration of the Landscaping and Lighting District No.1 Assessments and Sewer Service Charges for Fiscal Years 2018 through 2021 at an annual cost of $32,600.00, for a total of $97,800.00 over a 3-year agreement, inclusive of a reimbursable expense estimate of $9,000.00. If exercised, it is proposed that the annual cost for each of the two (2) one (1) extension options will also be at $32,600.00.

Willdan provides professional consulting services to 200 agencies located throughout 63 counties which encompass 1,581 special districts that in total were levied over $731 million for Fiscal Year 2017-2018. The project team's extensive experience in the field of special districts means that the City can expect quick response times to questions and requests, high-quality project deliverables and minimal impact on City staff time. Willdan has successfully worked with the City on multiple projects and will bring professionalism and expertise to this project based on an active working knowledge of the organization, positive relationships with City staff and current knowledge of the City procedures.

FISCAL IMPACT

Funds will be appropriated in the 2018-2019, 2019-2020, and 2020-2021 Fiscal Year budgets as follows:

Fiscal Years	Account No.	Description	Amount
2018-2019	2502 710 000 4262 5116 710 000 4262	Other Professional Services	$32,600.00
2019-2020	2502 710 000 4262 5116 710 000 4262	Other Professional Services	$32,600.00
2020-2021	2502 710 000 4262 5116 710 000 4262	Other Professional Services	$32,600.00
		Total	**$97,800.00***

*Total includes estimated reimbursable items $9,000.00. The annual $32,600.00 budget for the two one-year extensions will be set in the future.

ALTERNATIVE

None recommended. In order to raise the necessary revenues to fund services for the maintenance of landscaping, lighting, traffic signals, and to pay for sewer debt services (bonds), it is incumbent upon the City to undertake the Landscape and Lighting District No. 1 and Sewer Service Charge Assessments in time for the new fiscal year.

If the proposal submitted by Willdan Financial Services is not accepted, the process will be severely delayed while the City re-advertises the RFP in efforts to obtain additional proposals.

RECOMMENDATION

Staff recommends approval of the attached Resolution.

WENDELL E. JOHNSON, P.E., DIRECTOR (INTERIM)
PUBLIC WORKS DEPARTMENT

APPROVED FOR FORWARDING:

CECIL W. RHAMBO, JR.
CITY MANAGER

Attachments:
Willdan's proposal
Assessment Administration---Agreement
Assessment Administration---Resolution
Proof of Publication [November.15.22.29, 2017]

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR PROFESSIONAL SERVICES AGREEMENT WITH WILLDAN FINANCIAL SERVICES FOR THE ANNUAL ADMINISTRATION OF THE LANDSCAPE AND LIGHTING DISTRICT ASSESSMENTS AND SEWER SERVICE CHARGES ($97,800)

WHEREAS, state law (the "Landscape and Lighting Act of 1972) requires the City to annually prepare and adopt the Landscape and Lighting District No.1 Assessments and Sewer Service Charge; and

WHEREAS, the City requires the services of an experienced and qualified municipal finance consultant to assist with the timely preparation of the annual Landscape and Lighting District No.1 Assessments and Sewer Service Charges; and

WHEREAS, it is incumbent on the City to engage the services of a qualified professional to begin the process of preparing the annual Landscape and Lighting District No. 1 and Sewer Service Charges for Fiscal Year 2018-2019; thus, on November 3, 2017, staff released a Request for Proposal ("RFP") for preparation of the required assessments, which RFP indicated that the City seeks to enter into a three (3) year agreement with the possibility of two (2) optional one (1) year extensions, which will save staff and administrative time and obtain a firm price for each year of service; and

WHEREAS, Willdan Financial Services ("Willdan) was the only firm to submit a proposal/bid, which proposal encompasses assisting the City with the annual administration of the Landscaping and Lighting District No.1 Assessments and Sewer Service Charges for Fiscal Years 2018 through 2021 at an annual cost of $32,600.00, for a total of $97,800.00 over a 3-year agreement, inclusive of a reimbursable expense estimate of $9,000.00; and

WHEREAS, staff reviewed the proposal submitted by Willdan and finds that their firm demonstrates competence and the professional qualifications necessary for the satisfactory performance of the services required; and

WHEREAS, funds for this expenditure will be appropriated in future City budgets.

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 a three (3) year professional services agreement with Willdan Financial Services for the annual administration of the Landscape and Lighting District No. 1 Assessments and Sewer Services Charges for Fiscal Years 2018-2019, 2019-2020 and 2020-2021, with authority to exercise up to two (2) one (1) year extensions at the annual cost of Thirty Two Dollars Six Thousand Dollars ($32,600.00) per contractual year, inclusive of expenses and costs.

SECTION 2. That funding will be appropriated in the 2018-2019, 2019-2020, and 2020-2021 Fiscal Year budgets as follows:

Fiscal Years	Account No.	Description	Amount
2018-2019	2502 710 000 4262 5116 710 000 4262	Other Professional Services	$32,600.00
2019-2020	2502 710 000 4262 5116 710 000 4262	Other Professional Services	$32,600.00
2020-2021	2502 710 000 4262 5116 710 000 4262	Other Professional Services **Total**	$32,600.00 **$97,800.00***

*Total includes estimated reimbursable items $9,000.00. The annual $32,600.00 budget for the two one-year extensions will be set in the future.

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

SECTION 4. 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 of the City of Compton, signed by the Mayor, and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____, 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

WILLDAN
FINANCIAL SERVICES

December 6, 2017

Mr. Wendell Johnson, PE
Public Work Director/City Engineer
City of Compton
205 South Willowbrook
Compton, California 90220

Re: City of Compton RFP – Landscape and Lighting District Assessments and Sewer Service Charge

Dear Mr. Johnson:

Willdan Financial Services ("Willdan") is pleased to submit the following proposal to the City of Compton ("City") to provide services related to the Annual Administration of the Landscape and Lighting District Assessments and Sewer Service Charge. Our team is comprised of leading experts in the field, we utilize the most advanced special district administration software, and our depth of resources and customer service are unmatched in the industry at a competitive fee.

Since our inception on June 24, 1988, Willdan was founded on the premise of providing the key tasks identified within the Scope of Services at an advanced level of customer support. In fact, our District Administration Services ("DAS") group has over 30 employees wholly dedicated to providing ongoing Special District Administration Services for local agencies throughout the state of California. The following outlines the attributes that make us uniquely equipped to provide these services to the City.

Depth of Administration Experience — Willdan's DAS group provides professional consulting services to 200 agencies located throughout 63 counties, which encompasses 1,581 special districts that in total were levied over $731 million for fiscal year 2017/2018. As a result, our staff possesses a high-level understanding of the special issues and challenges local government agencies face. This in-depth understanding allows us to assist our clients by producing "custom tailored" solutions to overcome challenges pertinent to their community, allowing us to bring an unmatched level of effectiveness and responsiveness to this engagement.

Tenured Core Team — Willdan understands that consistency of staff designated as "key" to a project is vital. Our approach to each engagement involves bringing together a committed core team to be responsive to our clients' needs to form a cohesive and flexible unit. For that reason, we have assembled the following team of professionals. I will serve in the role of ***Principal-In-Charge*** and oversee the work of ***Co-Project Managers Mike Medve*** and ***Stacee Reynolds.*** We will also enlist the assistance of ***Senior Analyst Pauline Nguyen*** and ***Quality Assurance Manager Mr. Robert Quaid, CPA***.

The proposed project team's extensive experience in the field of special districts means that the City can expect quick response times to questions and requests, high-quality project deliverables, and minimal impact on valuable City staff time. In addition, the team will have over 30 other staff members at their disposal, who are dedicated to the annual administration of fee, assessment, and tax programs. This ensures continuous availability of adequate resources for the City and this project. Altogether, this team possesses a unique ability to understand the issues facing our clients from an internal perspective and will draw upon their administration and formation related resources within Willdan to create distinctive solutions for the City. We endeavor to truly serve as an extension of agency staff.

Experience with Compton — Willdan has successfully partnered with the City of Compton on multiple projects, and will bring this same level of professionalism and expertise to this engagement. We have an active working knowledge of the organization, positive relationships with City staff, and current knowledge of the City, procedures, and staff. ***We will leverage our knowledge of the City's operations and key staff to facilitate our work in a cost-effective and efficient manner.***

Los Angeles County Experience — Willdan has provided financial consulting and/or engineering services to public agencies located throughout the County of Los Angeles for over 29 years. We have consistently been at the forefront of innovative approaches to special district formation and administration in California. We pioneered many practices that are now considered industry standards by our competitors. ***Some of our clients for special district services include the Cities of Inglewood, Lynwood, Hawaiian Gardens, Cudahy, Covina, and Carson, and the County of Los Angeles Public Works Department — just to name a few.***

Technology — We have invested considerable resources in the development and continual enhancement of MuniMagic[SM], our customized proprietary special district administration software system. This system houses, manipulates, and stores the data needed for accurate charge administration and historical recordkeeping; moreover, it allows us to make your data available via direct Internet access to your staff. The advancements in our software allow City staff to access current parcel and special assessment records, as well as access detailed reports. In addition, our use of GIS allows us to track and present historical levy and parcel information in concert with other City data sources.

I am confident that the attached proposal clearly demonstrates that Willdan and our assigned staff members have the exact core competencies, depth of resources, experience, and capabilities required to properly serve the City of Compton's special tax consulting needs, with the highest level of professionalism. If you wish to discuss any aspect of this proposal, please contact Mr. Medve at (951) 587-3575 or via email at MMedve@willdan.com. We look forward to hearing from you.

Sincerely,

WILLDAN FINANCIAL SERVICES

Gladys Medina
Group Manager - Vice President
District Administration Services

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Company Overview

Firm Profile

Willdan Financial Services is one of four operating divisions within Willdan Group, Inc. (WGI), which was founded over 50 years ago, in 1964, as an engineering firm working with local governments. Today, WGI is a publicly owned company (NASDAQ ticker: WLDN). WGI, through its subsidiaries, provides technical and consulting services that ensure the quality, value, and security of our nation's infrastructure, systems, facilities, and environment. The firm has been a consistent industry leader in providing all aspects of municipal and infrastructure engineering, public works contracting, public financing, planning, building and safety, construction management, homeland security, and energy efficiency and sustainability services. Today, WGI has over 800 employees operating from offices in ***Arkansas, Arizona, California, Connecticut, Colorado, District of Columbia, Florida, Illinois, Kansas, Nevada, New Jersey, New York, Ohio, Oregon, Texas, and Washington***.

ENGINEERING, PLANNING, & INFRASTRUCTURE

ENERGY EFFICIENCY & SUSTAINABILITY

FINANCIAL & ECONOMIC CONSULTING SERVICES

NATIONAL PREPAREDNESS & INTEROPERABILITY

Founded over 29 years ago, Willdan Financial Services ("Willdan") is a wholly-owned subsidiary of WGI and is one of the largest public sector financial consulting firms in the United States. Since that time, we have helped over 800 public agencies successfully address a broad range of financial challenges, such as financing the costs of growth and generating revenues to fund desired services.

Willdan assists local public agencies by providing the following services:

- Administration of special taxes, assessments, standby charges, and utility rates;
- District formation services for assessment/local improvement districts, Community Facilities Districts, Landscaping and Lighting Districts, and special taxes;
- Arbitrage rebate calculations;
- Continuing disclosure reports preparation and dissemination;
- Staff augmentation support; and
- Tax increment finance district formation and amendment.

Willdan's success is based on a corporate philosophy of personal service and we provide continuous support throughout the year. We can always be reached should any questions or issues arise. Our standardized procedures and reporting formats ensure consistency within the District Administration, Federal Compliance and Financial Consulting groups and our "team approach" to servicing contracts means that if your assigned analyst is unavailable someone else will contact you without delay.

MuniMagic Software

In addition, we are dedicated to the improvement of our technology. Our Information Technology staff created Willdan's ***M*unicipal *A*dministration *G*overnment *I*nformation *C*oordinator — MuniMagic[SM] —** a custom software program to address the specific requirements related to administering taxes, assessments, standby charges and fees. In addition, the program allows our clients to access parcel information through the Internet with a menu-driven format. With current changes in legislation and new programs focused on Property Assessed Clean Energy (PACE), Willdan IT/Development staff is currently developing a web base version that will replace the current legacy system. The new software system, Magic+ is expected to be released at the beginning of 2018.

Experience and Performance

Willdan's District Administration Services ("DAS") group addresses the ongoing day to day activities associated with the long-term collection of bonded and "pay as you go" special taxes, assessments, fees, utility rates, and standby charges. This type of service demands accurate, timely, and knowledgeable treatment of many details. Subsequently, Willdan focuses on quality control and brings the advantages of current technology and property owner service representatives to our clients, which is described in greater detail below.

The following provides a snapshot of Willdan's district administration experience.

Southern California Client Agencies

Outlined below are Willdan's aggregate Los Angeles County and Southern California levy statistics for fiscal year 2017/2018.

Fiscal Year 2017/2018 Levy Statistics			
Geographic Area	# of Districts	Parcel Count	Levy Amount
Los Angeles County	223	2,334,086	$111,221,606
Southern California	1,086	7,002,967	$484,165,282

Quality Assurance

Willdan's standard administration practice includes an additional three levels of review for our products and deliverables in which report presentation or work product dissemination is scrutinized, levy data is updated from the most recent county secured roll information, all parcel changes and potential rejects are researched and reconciled, new Assessor Parcel Numbers (APNs) are identified, and the proposed assessment/tax amounts are recalculated and resubmitted. As demonstrated by the workflow chart, the three supplementary levels that Willdan staff performs for all work products primarily consist of:

1. Peer review,
2. Project manager review, and
3. Final quality assurance manager review.

In addition, a key to our success is a designated principal consultant responsible for implementing quality control measures. Mr. Robert Quaid, a Certified Public Accountant, is instrumental in preparing quality control checklists and sign-off mechanisms for each of our administration services. These quality control measures are embedded in the latest evolution of our administration software, MuniMagic, and are a required element of the day-to-day analyst and project management activities within the group.

Quality Assurance Levels of Review

The primary mission of our quality control plan is to provide staff with the technical and managerial expertise to plan, organize, implement, and control the overall quality effort, thereby ensuring the completion of a quality project within the time and budget established. The goals of the Willdan quality assurance/quality control process team are to:

- Establish a set of planned and systematic actions for maintaining a high level of quality in the professional services performed,
- Establish a consistent and uniform approach to the services performed,
- Ensure efficient use of resources,
- Emphasize quality in every phase of work, and
- Implement appropriate quality control measures for each work task of the project.

Willdan's DAS group has also established a Consulting Project Review Team to review the financial and written documentation prepared in conjunction with special district formation, annexation, re-engineering, refunding and benefit assessment analysis engagements. Each work product is reviewed by a project manager that was not involved in the preparation of the deliverables. This independent reviewer will compare the documentation against a checklist specifically developed for these types of projects.

Property Owner Service Representatives

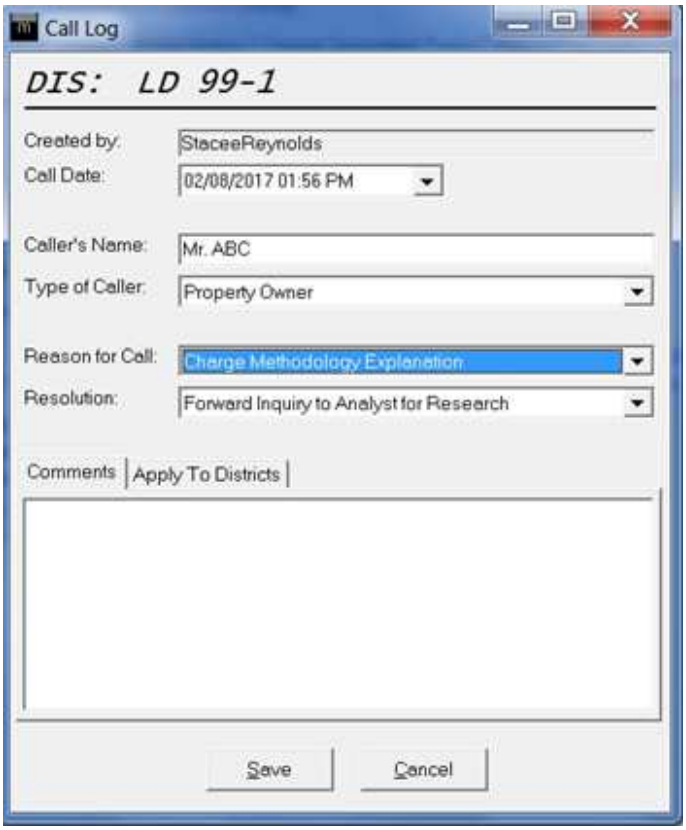
Willdan acts as the primary contact to provide assistance and answer property owner questions regarding the districts. Willdan's toll-free telephone number will be provided to the County of Los Angeles for inclusion on the tax bills for property owners to call with questions throughout the year. Likewise, Willdan will field inquiries from City staff, lenders, and other interested parties concerning the annual installments. Phone inquiries will be documented using Willdan's proprietary computer system.

Willdan is one of the only firms providing district administration services that employs dedicated property owner service representatives.

Willdan employs dedicated property owner service representatives, who respond to phone inquiries and serve as the primary contact in answering questions related to charges, assessments, and special taxes on property owner tax bills. They utilize Willdan's proprietary computer system, MuniMagic, to readily access the owner's name, the APN, the existing taxes/assessments, and more; thus, enabling expedient service. To allow consistent answers for frequent questions, we have established scripts for our clients, such as:

- What are the charges funding?
- How long will the charge be levied?
- Can it be paid off?
- Will it increase?

We will meet with your staff to discuss appropriate answers to these and other pertinent questions; likewise, we will provide our property owner service representatives with an authorized script. In addition, our property owner service representatives will keep a phone call log.



In addition, our phone system is specifically set up to automatically route calls to an available person so that property owners will reach a live representative, and not voicemail. This ensures that City staff is not directly impacted by these calls, but instead can be confident that property owner inquiries are answered expediently and professionally.

Our representatives field property owner and other interested parties' questions in fluent English, Spanish, Tagalog, Korean, and Vietnamese. They are available to respond to phone calls from 8:00 am until 5:00 pm, Monday through Friday (excluding major holidays when Willdan offices are closed).

Client References

Willdan currently serves the following three jurisdictions as Administrator. Willdan's DAS group is responsible for: preparing the Annual Special Tax Levy Report; calculating the annual special taxes; maintaining the parcel databases containing parcel/levy amounts; submitting the levies to the applicable County Auditor/Controller's office for placement on the annual property tax roll; fielding property owner inquiries via our toll-free number; monitoring delinquencies; and preparing Notices of Special Tax and annual special tax flow certificates.

Los Angeles County Public Works Department, CA

Special District Administration and GIS Services

Willdan provides administration and engineering services to the Los Angeles County Department of Public Works, which was previously overseen by the County's Park and Recreation Department. Willdan maintains the parcel database for the Landscaping and Lighting Act Districts Nos. 1, 2 and 4, which is comprised of over 37,800 parcels.

These districts encompass several residential and commercial developments throughout the County. Furthermore, Willdan also assisted with formation and annexation projects, while assuring compliance with Proposition 218.

Client Contact:	Julian A. Garcia, P.E., Civil Engineer 1000 South Fremont Avenue, Building A-9, 4th Floor Alhambra, CA 91803 Tel #: (626) 458-4183 | Email: jugarcia@dpw.lacounty.gov

City of Pico Rivera, CA

Assessment Administration Services

Willdan assists the City of Pico Rivera with the timely preparation of its annual citywide Lighting Maintenance District (LMD) No.1. In all, Willdan administers over 14,300 parcels for the City. Duties entail the following:

- Maintain and update the charge and LMD parcel levy database.
- Update parcel change activity and applicable exemption status (with any new exemption listings provided by the City), and verify land use class and zone information related to those changes.
- Prepare resolutions and staff reports for the Intent Meeting and Public Hearing.
- Attend City meetings.
- Prepare the annual Engineer's Report.
- Provide the City with bound copies of the final report.
- Transfer levy data to the electronic format required by the County for entering individual parcel levy amounts onto tax bills.
- Revise parcel numbers upon receipt of a parcel exceptions list from the County, and then report these revised parcels and updated levy amounts to the County.
- Act as primary contact to answer property owner and interested party questions.

Client Contact:	Michael Solorza, Director of Finance 6615 Passons Boulevard Pico Rivera, CA 90660 Tel #: (562) 801-4391; Email: msolorza@pico-rivera.org

City of Indio, CA
Special District Administration Services

Willdan provides full-service special district administration services to the City of Indio's 52 Landscaping and Lighting Districts (LLDs), 13 Assessment Districts (ADs), and 6 Community Facilities Districts (CFDs), as well as such related services as district formation, arbitrage rebate, non-land based continuing disclosure, apportionment, delinquency management, and foreclosure covenant compliance. The work involved in these projects includes database maintenance, researching parcel changes, and the analysis of district funds. In aggregate, Willdan administers over 22,000 parcels for the City.

Willdan also co-managed the formation of CFD No. 2007-1 (Northgate Crossing) for the City of Indio. The district was comprised of single- and multi-family residential products, as well as commercial, hotel and office space. This district was formed to finance approximately $9 million in street improvements, as well as $12.6 million in development impact fees. Our team also served as project manager for the formation of CFD No.'s 2005-1 (Talavera) and 2006-1 (Sonora Hills). The districts were formed to finance backbone infrastructure, including street improvements, water and sewer improvements, and development impact fees for two new residential projects in the City. Bonds were issued for CFD No. 2005-1 in the amount of $10.1 million. For CFD No. 2006-1, the bond issuance amount was $10.2 million.

Client Contact:	Paul A. Stalma, Parks Services Supervisor 100 Civic Center Mall Indio, CA 92201 Tel #: (760) 625-1806 | Email: pstalma@indio.org

Project Team

Our management and supervision philosophy for the project team is very simple: staff every position in sufficient numbers with experienced, capable personnel to deliver increased responsiveness and superior client deliverables. With that philosophy in mind, we are proposing a team of experienced professionals for this engagement. We are confident that our team possesses the depth of experience that will successfully fulfill the desired work performance.

Group Manager **Gladys Medina** will provide overall guidance and assurance to the proposed project team in the role of **principal-in-charge.** She will oversee the quality of work products and assure timely completion of the project.

Mr. **Mike Medve** and Ms. **Stacee Reynolds** will serve as **co-project managers.** They have been tasked with managing the day-to-day task completion, working closely with the analyst team on the administration of the program, and ensuring quality and accuracy of deliverables. Mr. Medve and Ms. Reynolds will oversee the generation of the annual levies, input and update data, research parcel changes, manage the database, prepare reports, review charge-exempted parcels, and provide general information on questions relating to the special taxes and the status of property delinquencies.

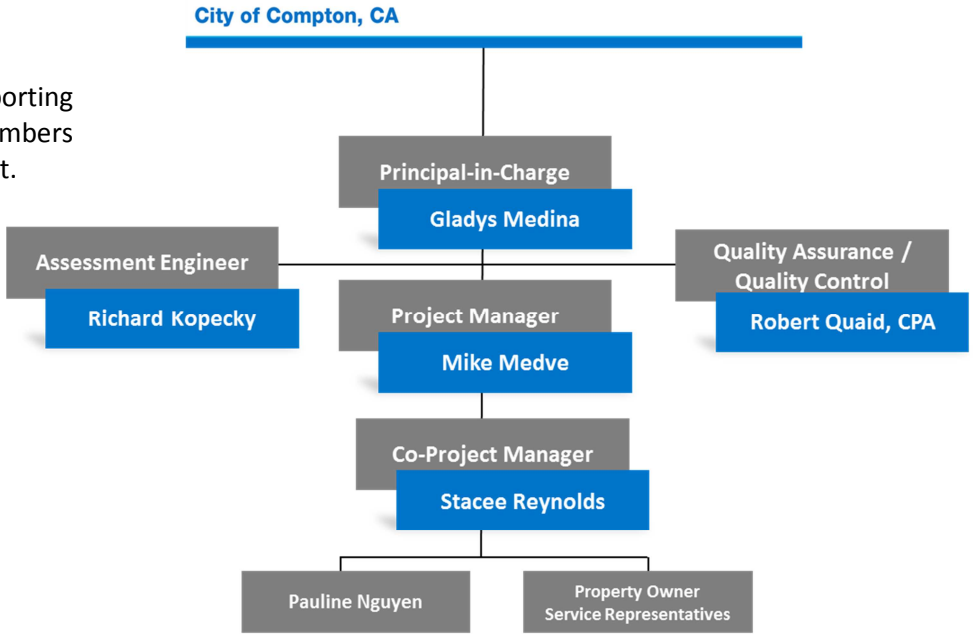
Mr. Medve and Ms. Reynolds will be supported by **Senior Project Analyst Pauline Nguyen.** She will ensure that the appropriate data is collected, interpreted, and researched. Ms. Nguyen will also serve as lead GIS specialist for GIS mapping assignments associated with this engagement.

We will also utilize the expertise of Mr. **Richard Kopecky, P.E.** He will serve as the **assessment engineer** and provide technical engineering advice. Mr. Kopecky possesses over 40 years of experience and his assistance will be available throughout the project, as needed. Furthermore, if necessary we can enlist the help of additional assessment engineers from within Willdan's Engineering division.

Mr. **Robert Quaid, CPA,** will serve as the **quality assurance/quality control manager.** He has been instrumental in preparing quality control checklists and sign-off mechanisms for each of our administration services. These quality control measures are a required element of the day-to-day analyst and project management activities within the group.

Organizational Chart

The chart below outlines the reporting relationship of the team members proposed for the City's engagement.



Resumes

A resume for each team member has been provided on the following pages for your review and consideration.

Gladys Medina

Principal-in-Charge

Education

Master of Business Administration, Accounting, University of Redlands

Bachelor of Science, San Diego State University

Affiliations

California Society of Municipal Finance Officers

Municipal Management Association of Southern California

19 Years' Experience

Ms. Gladys Medina is the Vice President and Group Manager of Willdan's District Administration Services group and is responsible for the efficient administration of special districts by 33 staff members. In this capacity, she oversees 9 project managers, 21 analysts and 3 analyst assistants, performing all aspects of annual administration, including parcel research, database maintenance, budget analysis, parcel changes related to development, exemption research, lien payoffs, Delinquency Management, bond calls, and report preparation.

Prior to joining Willdan in 1999, Ms. Medina gathered three years of experience in water utility accounting; and had a year of production accounting for a well-known trading card company, working within its international accounting group.

Project Experience

City of Murrieta, CA: Oversees the administration of the City's Community Services District, park tax, *14 CFDs*, 2 ADs, fire assessment and 27 Landscaping and Lighting District zones. In aggregate, this engagement includes over 51,600 parcels.

City of Perris, CA: Ms. Medina supervises the annual administration of the City of Perris' *33 Community Facilities Districts*, comprising an aggregate of 16,195 parcels. This engagement includes database maintenance, researching parcel changes, preparing and providing the annual levy of special taxes, gathering of data related to parcel development and changes, and analysis of district funds. Continuing disclosure report preparation and dissemination is also provided.

City of Irvine, CA: Ms. Medina oversees the management of assessment district administration services for the City's 64 Assessment Districts, totaling over 98,000 parcels.

City of Tustin, CA: Manages staff in administering *Community Facilities District No.'s 07-1, 04-1, 06-1 and 13-01*, comprised of 2,400 parcels.

Orange Unified School District, CA: Supervises *Community Facilities District (CFD) administration and continuing disclosure services* for the Orange Unified School District's two CFDs. District administration duties that Ms. Medina oversees include preparing the annual special tax levy report, annually calculating and apportioning the special taxes, maintaining and updating the database containing parcel/levy amounts, providing levies to the County Auditor/Controller's Office for placement on the annual property tax roll, fielding property inquiries via our toll free number, monitoring delinquencies, preparing the Notice of Special Tax, and performing all required bond call spreads.

San Diego County Department of Public Works, CA: Ms. Medina oversees the administration of such County Service Areas as the Health and Human Services Agency, including San Dieguito Ambulance and Heartland Paramedics; County Sheriff; Department of Planning and Land Use, including Elfin Forest Fire, Mount Laguna Fire, Palomar Mountain Fire, and San Pasqual Fire; El Cajon Fire (Non-County); and El Cajon Ambulance. In addition, Ms. Medina oversees the processing/administration of the County's Benefit Fee for its Streetlighting District.

Mike Medve

Project Manager

Education

Bachelor of Science, Information and Computer Science, Management and Mathematics Minors, Cum Laude, University of California, Irvine

Areas of Expertise

Public Finance

Facility Financing Plans

Special District Formation and Administration

Proposition 218

Fiscal Analysis

Tax Increment Financing

12 Years' Experience

Mr. Mike Medve is a Willdan Project Manager; he brings 12 years of consulting experience with expertise in public finance, including special district formation and administration, fiscal impact analysis, public facilities financing plans, integrated financing districts, Proposition 218, tax credit financing, state and federal grant and loan programs, sales tax revenue bonds, and infrastructure financing districts. He has served as special tax consultant for the formation of over 50 Community Facilities Districts (CFD), annexations and restructurings. He has also served as project manager for the annual administration of over 50 special districts.

Mr. Medve has been a financing team member for over $150 million in limited obligation bonds and over $50 million in grant funds. He has served as the lead consultant for dozens of clients, both public and private, throughout the country. His broad experience in nearly all aspects of public finance allows him to approach complex projects with confidence and ensure that the client has the information necessary to make informed decisions.

Project Experience

City of Compton, CA – Annual Administration Services: Mr. Medve is responsible for overseeing the administration of the City's Landscaping and Lighting District and sewer charges, as well as updating the annual Engineer's Report and parcel changes.

City and County of San Francisco – CFD Administration: Mr. Medve acts as project manager for the Bayshore Hester Assessment District No. 95-1 used to fund and finance road and utility facilities for a residential project in San Francisco. Duties include preparation and submittal of levies, fulfilling of annual reporting and disclosure requirements, analysis of budgets and account balances, and financial analysis related to bond calls, prepayments and delinquencies.

County of San Diego, CA – Public Finance Consulting: For the past three years, Mr. Medve has assisted the County of San Diego with several public finance projects, including the formation of CFDs and assessment districts, maintenance planning for storm water facilities, modification of existing Permanent Road Division districts, change proceedings for CFDs, and financial analysis related to the issuance of improvement bonds.

City of Laguna Beach, CA – Utility Undergrounding District Formation: Mr. Medve has assisted the City with four undergrounding assessment district formations since 2014. Duties include plan review, site inspection, benefit allocation, producing Engineer's Reports, notices, ballots and other legal documents, and attending Public Hearings/Council meetings. Mr. Medve has innovated new techniques for benefit allocation that are more consistent with the requirements of Proposition 218 as interpreted by the California courts.

City of Lynwood, CA – Public Finance Consulting Services: In 2017, Mr. Medve prepared a Cost Allocation Plan to assist with the allocation of grant funds and the update of the City's User Fees. The User Fee study is currently in progress.

Mr. Medve is also currently working with City staff to establish a City-wide Community Facilities District for services, and assists staff with the review and appeal process for new development projects within the City.

Stacee Reynolds

Co- Project Manager

Education

Master of Science, University of Phoenix

Bachelor of Science, LaSalle University

Areas of Expertise

Benefit/Maintenance Assessment Districts

Community Facilities Districts

Marks-Roos Pools

Local Improvement Districts

Professional Affiliations

California Society of Municipal Finance Officers

Municipal Management Association of Southern California

15 Years' Experience

Ms. Reynolds is a Senior Project Manager in Willdan's District Administration Services group. Her responsibilities include the administration of Community Facilities Districts, Local Improvement Districts, Benefit/Maintenance Assessment Districts, and other special districts. She has experience creating and maintaining district databases, preparing annual assessments, charges, fees and taxes, submitting assessments to counties, calculating prepayments, assisting with district analyses for refunding purposes, preparing bond calls, analyzing flow of funds, and providing customer service to agencies, title companies and property owners. Ms. Reynolds also possesses experience specific to special district formations and annexations, re-engineerings, and Property Based Improvement District (PBID) renewals.

Ms. Reynolds has also been part of the Willdan Team tasked with the preparation of a special versus general benefit review and analysis of potential modifications to the special districts. The objective of these analyses is to ensure compliance with applicable assessment legislation, Proposition 218 and recent changes to applicable case law.

Ms. Reynolds has over 26 years of combined accounting, finance, and project management experience. Prior to joining Willdan, Ms. Reynolds was a contract system specialist with SAP Public Services in Washington, DC, where she managed a number of government agency contracts.

Project Experience

City of Santa Clarita, CA – Special District Administration Services: Ms. Reynolds supervises and assists in the daily administration of the City's Community Facilities District, Open Space Preservation District (54,811 parcels), Landscape Maintenance District (approximately 50 zones comprised of 87,000 parcels), Streetlight Maintenance Districts (approximately 54,811 parcels), Drainage Benefit Assessment Districts (1,899 parcels), and Stormwater Pollution Prevention Fee District (approximately 62,000 parcels). Her duties include the review of the annual Engineer's Reports, resolutions, updated parcel databases, fees and submission of levies to the County of Los Angeles.

City of Paso Robles, CA – Assessment Re-engineering: Ms. Reynolds recently completed the re-engineering of the City's El Paso de Robles Landscape and Lighting Maintenance District No. 1. It was the City's desire to combine shared improvement areas, where feasible, in order to simplify the overall district structure and to develop appropriate assessments for optimal service levels originally planned for all areas in the District. She assisted in the preparation of the benefit assessment analysis, conducted the community outreach meetings, prepared the Engineer's Report, staff reports, resolutions and ballots for the areas designated as underfunded in the District. Upon completion of the project, 40 percent of the underfunded Zones approved the new increased assessment, which included an annual CPI inflator. This was the highest approval percentage in the last ten years for the City's District.

Cities of Indio, Rocklin, Stockton, Chico and Tracy, CA: Assisted each city with the refunding of special tax bonds and performed annexation work for the Cities of Tracy and Chico.

Pauline Nguyen

Project Analyst

Education

Bachelor of Science, Management Information System, San Jose State University

Bachelor of Science, Finance, San Jose State University

Areas of Expertise

Geographical Information System (GIS) Mapping

Landscaping and Lighting Districts

Benefit Assessment Districts

Community Facilities Districts

11 Years' Experience

Ms. Nguyen serves as a Senior Project Analyst within Willdan's District Administration Services group. She assists in the research and analysis specific to local government financial issues related to the annual administration of special districts, including document data entry and updates, database management, research and report preparation. She also provides general information on questions pertaining to assessment districts and special taxes (such as Mello Roos Pools), as well as the status of property delinquencies.

Ms. Nguyen is also responsible for projects involving the use of Geographical Information System technology (GIS). GIS is utilized to generate maps, shapefiles and boundaries; plot landscaping, lighting and other public improvements; and create visual aids, tables, and exhibits for special district analyses, memoranda, and reports. In addition, quality control analyses are performed in relation to secured roll data; and by utilizing spatial and attributable data within spreadsheets, data sets, client maps, and shapefiles, existing parcel specifications and improvement data are identified, audited, and verified.

Ms. Nguyen came to Willdan with over 10 years of combined finance and information technology experience. Prior to joining Willdan, she served as an information technology specialist with KeyPoint Credit Union in Santa Clara, California, working with vendors and end users to develop and administer large financial databases.

Project Experience

City of Compton, CA – Annual Administration Services: Ms. Nguyen is responsible for the administration of the City's Landscaping and Lighting District and sewer charges, as well as updating the annual Engineer's Report and parcel changes, and assisting with submittal charges totaling over $5 million on nearly 41,000 parcels.

Los Angeles County Department of Public Works, CA – Annual Administration Services: Ms. Nguyen administers the workflow for the Los Angeles County Department of Public Works. Her duties include maintaining the parcel databases for 37 Landscaping and Lighting Districts associated with several residential and commercial developments throughout the County; and assists in preparing the annual Engineer's Report and levying assessments for over 37,000 parcels, while assuring compliance with Proposition 218.

City of Santa Clarita, CA – Special District Administration Services: Ms. Nguyen assists in the administration of the City's Community Facilities District, Open Space Preservation District (comprised of 54,811 parcels), Landscape Maintenance District (approximately 87,000 parcels), Streetlight Maintenance Districts (54,811 parcels), Drainage Benefit Assessment Districts (1,899 parcels), and Stormwater Pollution Prevention Fee District (approximately 62,000 parcels). Her duties include the review of district budgets, the preparation and update of the parcel database, drafting resolutions, assisting with the preparation of the annual Engineer's Reports, updating and transferring the levy data to the County, and researching exceptions.

City of Rocklin, CA– Annual Administration Services: Ms. Nguyen assists with the annual administration of the City's Landscaping, Lighting and Park Maintenance Districts. The work entails computation of assessments for each parcel; placement of the assessments on the County Assessor's tax roll; Proposition 218 compliance, verifying parcel data affecting each assessment parcel, including database maintenance and researching parcel changes; and preparing and providing the annual Engineer's Report on over 35,000 parcels.

Richard Kopecky, PE

Assessment Engineer

Education
Bachelor of Science, Civil Engineering, University of Illinois

Areas of Expertise
Civil Engineer

Administration
Engineering Development, including Drainage, Roads, Sewers, Soils/Geology, and Water

Certification
California Professional Engineer, #16742

41 Years' Experience

Mr. Kopecky, PE, manages engineering, building and safety, and public works departments for several Southern California cities. As a City's designated city engineer, building official and/or public works director, he has directed the full services of these departments, including Assessment Districts, budgets, building and safety plan check and inspection, City engineering, City traffic engineering, Community Development Block Grants, construction management and surveying, development and infrastructure review, disaster response and recovery, fee studies and special district formation, landscape architecture, planning, public works design, and water and wastewater design. He also developed and implemented the capital improvement program on behalf of client agencies as well.

Mr. Kopecky has served as the deputy building official for the City of Santa Clarita; plus, he was the City Engineer for the City of Lancaster for 11 years; the City of Santa Clarita for 3 years; the City of California City for 2 years; the City of Big Bear Lake for 2 years; and the City of Indian Wells for over 7 years.

Mr. Kopecky possesses extensive experience in developing solutions for the problems and challenges experienced by engineering and building and safety departments.

Assessment Engineering Experience

Acting in the capacity of Assessment Engineer and, in many cases, in tandem as civil engineer in both the designing and forming of a multitude of 1913/1915 Act Assessment Districts, Mr. Kopecky's related project experience includes the following.

Metropolitan Water District of Southern California (Standby Fees, Assessment Engineer): Willdan Engineering ("WE") annually assists Willdan Financial Services in administering and placing on the tax roll over 950,000 parcels of MWD's Readiness-To-Serve (RTS) Standby Charge for each of its 26-member agencies. Willdan is also responsible for reviewing requests for exemption from the RTS by property owners and preparing a report on our findings to MWD.

City of Rancho Mirage, CA: Magnolia Assessment District, Magnesia Falls

City of Cathedral City, CA: Dream Homes, East 35th Avenue and Cove Assessment Districts

City of La Quinta, CA: Assessment District No. 2000-2

City of Palm Desert, CA: Section 29 Improvement District, Monterey 170 / Section 29 Drainage Benefit Assessment District (1982 Act)

City of Santa Clarita, CA: Golden Valley Assessment District, Santa Clarita Mall Community Facilities District, Vermont/Everett Road Improvement District, and the Soledad Canyon Road Improvement District

City of Irvine, CA: Stonegate Assessment District, Orchard Hills Assessment District

City of Irvine, CA: Portola Springs and Orchard Hills Improvement Districts, 1913/15 Act Subdivision Improvements

Anaheim Convention Center, CA: Mello-Roos and 1913/15 Acts

Robert Quaid, CPA

Quality Assurance

Education

Bachelor of Science, University of Southern California

Certification

Certified Public Accountant

Professional Affiliations

California Society of Municipal Finance Officers (CSMFO)

California Society of CPAs

20 Years' Experience

Mr. Quaid is a Principal Consultant within Willdan's District Administration Services group and provides project management, technical support, and quality review for acquisition audit and annual special district administration services. He also provides project management support for Willdan's Financial Consulting Services group specific to cost allocation plans, user fee studies, and special financial analyses.

Mr. Quaid has been selected to serve in the role of quality control/assurance manager due to his extensive experience in the public finance industry. He has been instrumental in preparing quality control checklists and sign-off mechanisms for each of Willdan's administration services.

With more than 20 years of experience, Mr. Quaid's Willdan experience has included the formation and annual administration of numerous Community Facilities, Landscaping and Lighting, and Assessment Districts. Most notably, he served as project manager for the annual administration of 16 Community Facilities Districts for Orange County, which annually levied nearly $20 million in special taxes. Mr. Quaid has also assisted California public agencies in financial recordkeeping, auditing, and special tax collection.

Prior to joining Willdan, Mr. Quaid worked in the private industry of real estate accounting and finance. He began his career with the public accounting firm formerly known as Haskins & Sells (currently known as "Deloitte & Touche"). His experience includes financial statement analyses, asset administration, computer conversion, and reporting to the Securities and Exchange Commission for several public real estate partnerships. Mr. Quaid is a licensed California CPA.

Project Experience

North City West School Facilities Financing Authority (NCWSFFA) – Mr. Quaid currently provides professional administrative services to a joint powers authority comprised of three school districts in San Diego County. Under the direction of the Executive Secretary of the Board, his duties include overseeing the administration, budgeting and accounting for this joint power authority. Mr. Quaid was involved in the formation of the third CFD for NCWSFFA in 2016 and is currently working with NCWSFFA and a developer to form a fourth CFD in 2017.

Current Client Agencies

Mr. Quaid provides quality control/quality assurance to Willdan's District Administration and Financial Consulting clients. For the purposes of brevity, we have identified a partial list of Willdan's current district administration clients for which he has served in a quality control/assurance capacity in the Los Angeles County area.

City of Arcadia	City of Cudahy	City of Huntington Park
City of Carson	City of Hawaiian Gardens	City of Inglewood
City of Compton	City of Hawthorne	City of Santa Clarita
City of Covina	City of Hermosa Beach	County of Los Angeles, Public Works

Approach and Methodology

Project Approach

Willdan views this project as a collaborative effort between the City of Compton and our team; and recognizes the following factors as critical to our approach:

1. Provide a high level of resources to ensure maximum performance and responsiveness in each facet of our work for the City. Furthermore, the team members proposed herein will be ***supported by more than 70 other dedicated staff members throughout the company.***
2. Meet with City staff to accurately identify any specialized needs or requirements; and establish timelines, communication channels, project due dates, and other project specifics. Our staff takes responsibility to facilitate this communication by providing written timelines, project deadlines, and summarizing meetings in writing. The Willdan Team will function as an extension of your staff; utilize our extensive experience to help anticipate potential problems and pitfalls; and implement internal procedures and policies in our coordination with City staff, as well as with other interested parties. Thus, help ensure accuracy, timeliness, and service.
3. Update and maintain the district database and all necessary documentation and records, including, but not limited to: annual budgets containing the fund balances and administrative costs; and annual Special Tax Reports.
4. Maintain and review for completeness and accuracy the City's parcel data and maps from the Los Angeles County Secured Property Tax Roll (including a comprehensive County parcel-change database) through the application of our proprietary software, MuniMagic. This internally-developed software program contains data for more than 10 million parcels, including County Assessor data, and other supplementary databases identifying parcel characteristics.

   MuniMagic was specifically developed by our own analysts, project managers, and programmers for the administration of special financing districts, including the calculation of levies, and tracking of parcel information. Built upon our decades of experience, MuniMagic incorporates necessary tools and features; and since the introduction of this software, it has been upgraded and enhanced (as necessary) to continually improve its functionality. This proprietary program allows us to offer the City quality control, efficiency, and cost effectiveness that our competitors cannot match. MuniMagic is also a Windows-based program that is fully integrated with Microsoft Word, Access, and Excel to allow for:

   - Database management for researching, gathering, and organizing land use data to apportion and collect special taxes/assessments (including subdivisions and developments);
   - Classifying exempt and taxable properties for application of the Rate and Method of Apportionment/Method of Assessment;
   - Development of custom models to complete the financial analysis and calculations involved in apportioning and levying the special taxes/assessments requirement for each fiscal year;
   - Completion of comprehensive and structured quality review for levy calculations;
   - Quick preparation of reports; and
   - Easy import and export of data.
5. Keep abreast of the latest developments and regulations to advance the most recent information to our clients to help them navigate through current economic challenges. We employ various educational/training methods to maintain staff edification of current issues, including regularly meeting with leaders in the financing industry to discuss issues, problems, ethics, and legislative matters. Likewise, our staff works closely with agency staff to conduct public workshops and prepare communication documents.

Willdan also takes responsibility for educating the public on the benefits of the financing mechanism. Our finance oriented approach successfully meets the public's demand for straight answers. The core of our successful approach to annual hearings and property owner protest ballot proceedings is the knowledge that the property owners are our customers too – not just the agency.

6. We are also active members of ***California Society of Municipal Finance Officers (CSMFO), Municipal Management Association of Southern California (MMASC), California Municipal Treasurers' Association (CMTA),*** and the ***League of California Cities (LOCC)***; and Willdan staff regularly attends many of these seminars, conferences, and workshops that help keep them current on the many issues faced by local agencies. In addition to these efforts, Willdan works closely with our legislative advocate, who represents 61 clients before the California State Legislature and has played a major role over the last 30 years in landmark legislation on behalf of our clients. This firm assists Willdan with proposed modifications to current legislation that would have a beneficial bearing on the administration and formation procedures for special assessments and taxes.

In practicing the above approach, Willdan's goals are to:

- Lead the industry in standards of excellence, quality, and customer service;
- Promote a culture of personal and professional development, growth, and employee engagement, so that we can attract and keep the best; and
- Ensure that knowledge is shared and that lessons learned are communicated at all levels.

In so doing, provide a service level of excellence, technical expertise, and community support by working collaboratively to expand the horizons of our clients, firm, employees, and stakeholders alike.

Scope of Work

Outlined below is the work plan that Willdan Financial Services ("Willdan") will follow in order to properly administer the City of Compton's Landscaping and Lighting District and Sewer Service Charge. A separate work plan for each service has been provided.

Landscaping and Lighting District Administration

1. Schedule an annual kick-off meeting with City staff to review the existing district and to identify/discuss possible changes for the upcoming fiscal year. District changes may include budget issues, annexations, modification to the district structure, expansion or changes in the improvements, as well as legislative changes that may impact special districts.
2. Prepare an annual levy timeline identifying key dates and timeframes for pertinent tasks throughout the levy process. This timeline will be reviewed and discussed with staff and adjusted, as needed, to address the City's scheduling requirements or proposed district changes.
3. Maintain and update the parcel levy database(s) and parcel assessment information for upcoming fiscal years. By utilizing the parcel levy database(s) from the prior fiscal year, Willdan will update parcel change activity, along with verifying the parcel front footage and special benefit zone data related to those changes to calculate; and submit the annual levy of assessments to the Los Angeles County Auditor/Controller's Office as the need arises or as new data becomes available.
4. Prepare or review resolutions and staff reports, as necessary.
5. Attend, in connection with the Sewer Service Charge, up to three (3) City meetings, workshops, and/or public hearings; and be available to answer questions as requested by staff.
6. Prepare, in compliance with the Landscaping and Lighting Act of 1972, Proposition 218 and the City of Compton's Landscaping and Lighting District format, three (3) copies of the district's annual Engineer's Report. This report will include the following items:
   - Brief history of the district and changes;
   - Definition of benefit;
   - Budget estimates of costs for maintenance of improvements;
   - Estimate of assessment to each parcel;
   - Method of Spread;
   - The assessment diagram; and
   - An affidavit stating that a professional engineer has prepared the report.
7. Provide the City with four (4) bound copies of the final report, including the proposed collection roll (one [1] for the City Clerk and three [3] for staff).
8. Transfer, upon completion of the public hearing and adoption of the levy resolution, the levy data to the electronic format required by the County for entering individual parcel levy amounts onto tax bills. This data and required documentation will be submitted to the County Auditor/Controller's Office prior to the County's due date each year.
9. Revise parcel numbers upon receipt of a parcel exceptions list from the County, and report the revised parcels and updated levy amounts to the County.
10. Provide the City with a levy summary report comparing budget amounts to the actual applied levy. The report will also identify and discuss the reasons for any significant variations.
11. Act as primary contact to answer property owner and interested party questions. Willdan will request that the County include our toll-free telephone number on the tax bills for property owners to call with questions.

The preceding scope of services and associated fees assumes that no new territories will be annexed to the district and no new or increased assessments will be required. If requested, Willdan can prepare and mail a notice of public hearing and ballots to conform to current legislation for these situations. These documents can be designed in a simple format with "user friendly" language and descriptions. As these issues arise, they will be addressed in a separate agreement.

Sewer Service Charge Administration

Willdan proposes to provide the following services for the City's Sewer Charges. These services will complement and meet the needs of the City's annual administration for this charge:

1. Schedule, in conjunction with the Landscaping and Lighting District, an annual kick-off meeting with City staff to review the existing charges, and to identify and discuss possible changes for the upcoming fiscal year.
2. Prepare, along with the Landscaping and Lighting District, an annual levy timeline identifying key dates and timeframes for pertinent tasks throughout the levy process. Although the City typically addresses the Sewer Service Charges and the Landscaping and Lighting District assessments at the same time, Willdan is prepared to address these two assessments on different schedules if the City determines that, for unforeseen reasons, they need to be addressed separately.
3. Work with the City to obtain the necessary water use data each year for the nonresidential properties; thereby, ensuring that these properties are categorized into the appropriate zones (zones 1 through 5) and that their charges are properly calculated. (If updated water usage information is not available, water usage will be based on the parcels' Assessor Land Use Code and average usage.) Willdan will also review the zone 6 ("Exempt Parcels") each year to verify exempt status.
4. Maintain and update, for each subsequent year, the parcel levy database for the Sewer Service Charge. By utilizing the parcel levy database from the previous fiscal year, Willdan will update parcel change activity, applicable exemption status (with any new exemption listings provided by the City), along with verifying water usage and zone information related to those changes. In so doing, calculate and submit the annual levy of assessments to the Los Angeles County Auditor/Controller's Office for the upcoming fiscal year as the need arises or as new data becomes available.
5. Prepare or review resolutions and staff reports, as necessary.
6. Attend, in connection with the Landscaping and Lighting District, three (3) City meetings, workshops, and/or public hearings. As requested by staff, we will also be available to answer questions.
7. Prepare, in accordance with the statutory requirements for the State of California, Proposition 218, and City Council Resolution No. 19,466, four (4) copies of the annual Engineer's Reports for the Sewer Service Charges. This report will be prepared in a format acceptable to the City and will outline the method by which the charges are established. The report will also quantify (by zone) the number of parcels, the annual rate, and the total revenue.
8. Provide the City with four (4) bound copies of the final report, including the proposed collection roll (one [1] for the City Clerk and three [3] for staff).
9. Transfer, upon completion of the public hearing and adoption of the resolution to levy, the levy data to the electronic format required by the County for entering individual parcel levy amounts onto tax bills. This data and required documentation will be submitted to the County Auditor/Controller's Office prior to the County's due date each year.
10. Revise parcel numbers upon receipt of a parcel exceptions list from the County, then report the revised parcels and updated levy amounts to the County.
11. Provide the City with a levy summary report comparing budget amounts to the actual applied levy. The report will also identify and discuss the reasons for any significant variations.
12. Act as primary contact, to answer property owner and interested party questions. Willdan will request that the County include our toll-free telephone number on the tax bills for property owners to call with questions.

The preceding scope of services and associated fees assumes that no new territories will be annexed to the sewer charges and no new or increased charges will be required other than those that are the result of changes in land use, water use or parcel splits and merges. If requested, Willdan can prepare and mail a notice of public hearing and ballot to conform to current legislation if a new or increased charge requires such notification and balloting pursuant to Proposition 218. These documents can be designed in a simple format with "user friendly" language and descriptions. As these issues arise, they will be addressed in a separate agreement.

Client Responsibilities

Willdan will rely on obtaining the following information from the City:

- Electronic listing of new/changed exemption information applicable to the sewer charges.
- An annual listing (preferably electronic) of water usage to be used for calculating sewer charges.
- As required by law, the City is responsible for publishing the public hearing notices in the local newspaper, as well as the posting of public hearings notices.
- Annual budget information for the district and each zone therein, including estimated fund balances.
- Changes, modifications, or updates to the improvements described in the previous year's Engineer's Report. If available, the list of improvements should include detailed plans and specifications.
- Certified copies of the resolution(s) or other documentation required by the County for submittal of the annual levy.
- Updated assessment/boundary diagrams, as needed.
- Updates, if necessary, of pertinent development information.

If needed, the City of Compton will also assist Willdan in obtaining pertinent development information.

The City of Compton acknowledges that Willdan shall be relying upon the accuracy and validity of the information provided by the City or their designees and that Willdan shall not be liable for any inaccuracies contained therein.

LLD and Sewer Service Charge District Audit

Willdan proposes to provide the following services to review all parcels within the City of Compton that are not being charged for the LLD or the Sewer Service district and re-evaluate whether they should be included in next year's levy:

1. Review the original eligibility requirements for both districts.
2. Prepare a list of parcels that are within the City boundaries but not allocated an assessment for both the LLD and the Sewer Service Charge.
3. Research and evaluate the parcel characteristics to determine which of the unbilled parcels is potentially eligible for an assessment. Please note that Willdan will only review property-related characteristics to determine eligibility. Other types of exemptions such as those offered to disabled or elderly property owners will need to be confirmed by the City.
4. Present a draft list of assessment eligible parcels to the City for their review and confirmation. During this time, the City may choose to confirm whether the non-property related exemptions (such as for a disability) are still present or the City may choose to grandfather in those characteristics.
5. Finalize the list of properties that will be newly assessed for each district and receive the City's signature to confirm the list.
6. Prepare and mail courtesy notices to property owners informing them that they are eligible for the respective assessment and will be charged henceforth. The courtesy notice will specify that the property will not be required to pay assessments levied in prior years.
7. Add list of eligible parcels to the district administration database.

Sewer Fee Technical Memo

Willdan proposes to provide the following services to explore the City's options for expanding its sewer fee to all properties currently receiving sewer service from the City:

1. Schedule a kick-off conference call with the City and Willdan's rate consultants to discuss goals and objectives, available data and other critical information to complete the project.
2. Conduct phone calls and/or interviews (as necessary) with private water companies that provide service within Compton to assess the feasibility of collecting water use data from those companies, having the companies bill the sewer fee and pass through revenues to the City, and/or other potential coordinated efforts between the City and the private water companies.
3. Research implementation details associated with implementing the alternatives determined in Steps 1 through 3.
4. Prepare a draft technical memorandum elaborating on Willdan's findings and recommendations and submit to the City for review and comment.
5. Finalize technical memorandum and present to the City.

Fee Proposal

Landscaping and Lighting District, and Sewer Service Charge Administration

The following fees reflect application of the corresponding scope identified in the Scope of Work section. The not-to-exceed fees are based on the time estimated that will be spent on average each year for the administration. All costs associated with annual administration are fully recoverable either through the special tax levy or through payment by requestor for special services. The annual administration fee for each succeeding year will be subject to an increase, which will not exceed the change in the annual Consumer Price Index (CPI) for the Los Angeles, Anaheim, Riverside, and San Bernardino areas, as calculated by the United States Department of Labor.

Annual Administration		
District	**No. of Parcels**	**Annual Fee**
Landscaping and Lighting (LL) District Administration	20,314	$ 8,225
Sewer Service Charge Administration	20,703	8,225
LLD and Sewer Service Charge District Audit	NA	9,750
Sewer Fee Technical Memorandum	NA	3,400
Total Not-to-Exceed Fee		**$29,600**

Reimbursable Expenses

Willdan will be reimbursed for out-of-pocket expenses. Examples of reimbursable expenses include, but are not limited to: postage; travel expenses; mileage (current prevailing rate); maps; electronic data provided from the county and/or other applicable resources; construction cost periodicals; and copying (currently 6¢ per copy).

The City shall reimburse Consultant for any costs Consultant incurs, including without limitation, copying costs, digitizing costs, travel expenses, employee time and attorneys' fees, to respond to the legal process of any governmental agency relating to the City or relating to the Project. Reimbursement shall be at Consultant's rates in effect at the time of such response.

Additional Services

Additional authorized services will be billed at Willdan's then current hourly consulting rates. Our current hourly rates are:

Willdan Financial Services	
Position	**Hourly Rate**
Group Manager	$ 210
Principal Consultant	200
Senior Project Manager	165
Project Manager	145
Senior Project Analyst	130
Senior Analyst	120
Analyst	100
Analyst Assistant	75
Property Owner Services Representative	55
Support Staff	50

Cust Id: 314 Ad Id: 23019 Sch Id: 69084
Your Control #: RFP Landscape and Lighting.docx

THE COMPTON BULLETIN
800 E. COMPTON BLVD.
COMPTON, CA 90221
310-635-6776

VERNELL MCDANIEL
CITY OF COMPTON
CITY CLERKS OFFICE
205 S WILLOWBROOK AVENUE
COMPTON, CA 90220

Proof of Publication

2015.5 C.C.P.

State of CA, County of LOS ANGELES

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years and not a party to or interested in the above-entitled matter. I am the agent of the printer of The Bulletin, a newspaper of general circulation, published weekly in the City of Compton, County of Los Angeles, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Los Angeles, State of California, that the notice of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

11/15/17,11/22/17,11/29/17

I certify (or declare) under the penalty of perjury that the following is true and correct. Dated at Compton, CA on

Signature Lisa Grace Bellos 12/04/2017

NOTICE OF REQUEST FOR PROPOSAL
FOR
LANDSCAPE AND LIGHTING DISTRICT ASSESSMENTS, AND SEWER SERVICE CHARGE

NOTICE IS HEREBY GIVEN that the City of Compton will receive proposals from qualified Engineering Consultant Firms for the preparation of the City of Compton's Landscape and Lighting District Assessments, and Sewer service charge.

Proposals will be received in the office of the City Clerk, City of Compton, 205 South Willowbrook Avenue, Compton, California, 90220 until 3:p.m. on Thursday, December 7, 2017. POSTMARKS WILL NOT BE ACCEPTED. All proposals must be clearly marked, "PROPOSAL TO PROVIDE LANDSCAPE AND LIGHTING ASSESSMENTS AND SEWER SERVICE CHARGE IN THE CITY OF COMPTON - DO NOT OPEN WITH REGULAR MAIL" and shall be delivered during the business hours of 7:00 a.m. to 6:00 p.m., Monday through Thursday, except holidays, to the City Clerk's office.

Submit three (3) originals of your proposal and one digital copy on CD or USB drive, bearing the name, address and telephone number of the individual or entity submitting the proposal. Submit fee schedule in separate sealed envelope. It should be understood that the final annual costs would be as negotiated with the City.

All submitted proposals will be reviewed and analyzed by City staff and the proposal which best meets the City's need (s) will be selected for further analysis and negotiation.

The City of Compton proposes to enter into an Agreement for a (3) three year term, and two optional oneyear extensions.

The City of Compton reserves the right, in its sole discretion during this selection process, to reject any or all proposals or any portion without exception or explanation.

Parties interested in obtaining a Request for Proposal (RFP) package can check out the City's website at www.comptoncity.org or contact the:

Public Works Department
City of Compton
205 South Willowbrook Avenue
Compton, CA 90221
(310) 605-5505
SUBMITTAL DEADLINE
To be considered, proposals must be submitted no later than Thursday, December 7, 2017 at 3:00 p.m. to the City Clerk's Office, 205 South Willowbrook Avenue, Compton, California, 90220. Postmarks will not be accepted. The City may extend the deadline at its option.

ALITA GODWIN
CITY CLERK

Publish:
11/15/17
11/22/17
11/29/07

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
WILLDAN FINANCIAL SERVICES

This **AGREEMENT** is entered 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 **WILLDAN FINANCIAL SERVICES** (hereinafter referred to as **"CONSULTANT"**), located at 27368 Via Industria, Suite 200, Temecula, California 92590, (each a "Party" and collectively, the "Parties").

RECITALS:

WHEREAS, state law (the "Landscape and Lighting Act of 1972") requires the City to annually prepare and adopt the Landscape and Lighting District No.1 and Sewer Service Charge Assessments; and

WHEREAS, the City requires the services of an experienced and qualified municipal finance consultant to assist with the timely preparation of the annual Landscape and Lighting District No.1 and Sewer Service Charges; and

WHEREAS, the City has determined that it will be prudent to engage the services of the Consultant (Willdan Financial Services), a professional and experienced municipal finance consultant to prepare the necessary reports and studies for the Landscape and Lighting District No. 1 Assessments and Sewer Service Charges for the Fiscal Years of 2018-2019, 2019-2020 and 2020-2021; and

WHEREAS, by Resolution No. _____, adopted on the __ of _____ 2018, the City Council authorized the City Manager to accept the proposal of the Consultant and enter into a contract to provide the necessary services; and

WHEREAS, Consultant warrants that it is specifically trained, experienced, competent, and has the resources to provide such services which will be required by this Agreement; and

WHEREAS, Consultant is willing to render such professional services subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, Consultant and City**,** for the consideration, terms and conditions herein described, mutually agree as follows:

AGREEMENT:

1. <u>Services to be rendered by Consultant.</u> It is the mutual understanding of the parties that the Consultant shall perform and be responsible for rendering services related to the annual administration of the Landscaping and Lighting District No. 1 Assessments and Sewer Services Charges for Fiscal Years of 2018-2019, 2019-2020 and 2020-2021; as more fully specified in Consultant's **"Proposal to Administer the Landscape and Lighting District No. 1**

Assessments and Sewer Service Charges for the City of Compton," dated December 6, 2017, which is incorporated herein by this reference..

Consultant acknowledges that in entering into this Agreement the City is relying on Consultant's special skills and experience to do and perform the services in accordance with best standards of professional practice.

While performing the services, and except as otherwise indicated, Consultant agrees to perform all the said work and furnish all the necessary materials at its own cost and expense necessary to complete said services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and to the reasonable satisfaction of the City**.**

Consultant services hereunder shall be performed in good, workmanlike and professional manner. Consultant shall be responsible for correcting and completing all errors and omissions related to the services provided by the Consultant 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 Consultant to meet the standards of its profession as set forth in the preceding paragraph. The acceptance of the services by City does not release Consultant from these obligations.

Consultant will be responsible for employing or engaging all persons necessary to perform the services. All of Consultant's staff will be qualified by training and experience to perform their assigned tasks. Consultant 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. On demand of City, if any employee or subcontractor of Consultant fails or refuses to carry out the provisions of this Agreement or appears to be incompetent or to act in a disorderly or improper manner, he or she will be discharged immediately from performing the services to be provided pursuant to this Agreement.

Mike Medve, Project Manager of Consultant, shall be primarily responsible for representing Consultant in performance of this Agreement.

2. Duration of Contract. Consultant agrees to commence the services provided for herein upon written Notification to Proceed from the City and to continue in a diligent and professional manner until the agreed services for each fiscal year are complete, unless terminated earlier. Prior to the expiration/completion of the required services for Fiscal Years 2018 through 2021, this Agreement may be extended for up to two (2) one (1) year extensions, if mutually agreed to by the Parties.

Consultant will generally adhere to the schedule set forth within Consultant's Proposal provided that City will grant reasonable extensions of time for the performance of the services occasioned by unusually lengthy governmental reviews of Consultant'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, Consultant's officers or employees.

Consultant acknowledges the importance to City of the project schedules and agrees to put forth its best professional efforts to perform the services in a manner consistent with that schedule. City understands, however, that Consultant's performance must be governed by

sound practices. Consultant 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 monthly completion basis, as specified within **Consultant's Fee Proposal**, which is incorporated herein. Except as otherwise agreed herein and provided in Consultant's Proposal, the total price paid the Consultant will include compensation for all work, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the Consultant, 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 Consultant and the City. Adjustment in the total compensation will not be effective until authorized and approved in writing by the City**.**

Progress payments may be made in arrears based on the percentage of work and deliverables completed by the Consultant. If Consultant 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 noted herein.

Consultant 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 Consultant is billing. Invoices shall detail the work performed on each task as applicable. Invoices shall be delivered or mailed to the **Director of Public Works Department** 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 performed by the Consultant pursuant to this Agreement, City shall pay, and Consultant agrees to accept, a sum of **Thirty Two Thousand Six Hundred Dollars ($32,600.00)**, inclusive of estimated reimbursable costs and expenses, for completion of services for each Fiscal Year of 2018-2019, 2019-2020 and 2020-2021 (i.e. a total for all 3-years of $97,800.00). The sum of **Thirty Two Thousand Six Hundred Dollars ($32,600.00)** shall also apply to any optional one (1) year extension that the Parties may exercise.

In the event of termination, the Consultant shall be entitled to compensation for the undisputed reasonable value of services performed to the effective date of termination, including any non-cancellable obligations incurred prior to termination; provided, however, that the City may condition payment of such compensation upon the Consultant'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. Ownership of Materials. All product produced by Consultant or its agents, employees, and subcontractors pursuant to this Agreement (the "Work Product") is the property of City. In the event this Agreement is terminated, all Work Product produced by Consultant or its agents, employees and subcontractors pursuant to this Agreement will be delivered to City pursuant to the termination clause of this Agreement.

The Work Product may be used by City and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes City may deem advisable,

without further employment of or payment of any compensation to Consultant; provided, however, that if this Agreement is terminated for any reason prior to completion of the services and if under such circumstances City uses, or engages the services of and directs another consultant to use, the Work Product, City agrees to hold Consultant harmless from any and all liability, costs, and expenses relative to claims arising out of matters and/or events which occur subsequent to the termination of this Agreement as a result of causes other than the fault or negligence of Consultant, or anyone for whose acts it is responsible, in preparation of the Work Product. Consultant will not be responsible for deficiencies solely attributable to modifications of the Work Product performed by others, or that arise from use of the Work Product in connection with a project other than that shown in the Work Product.

5. Independent Contractor Status. Consultant, its officers, employees, subconsultants, subcontractors, agents and volunteers (collectively hereinafter the "Consultant"), will perform the services in Consultant's own way and pursuant to this Agreement as an independent contractor and in pursuit of Consultant's independent calling, and not as an employee of City. The persons used by Consultant to provide the services under this Agreement will not be considered employees of 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 Consultant, except as expressly set forth in this Agreement. Consultant expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Agreement that Consultant shall not at any time or in any manner, represent that Consultant is in any manner officers, employees, agents or volunteers of the City. Consultant shall obtain no rights to retirement, health care or any other benefit that accrue to City officials, officers, or employees. Consultant expressly waives any claim to such rights.

The payment made to Consultant pursuant to the Agreement will be the full and complete compensation to which Consultant is entitled. City will not make any federal or state tax withholdings on behalf of Consultant or its agents, employees or subcontractors. City will not pay any workers' compensation insurance, retirement contributions or unemployment contributions on behalf of Consultant or its employees or subcontractors. Consultant 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 Consultant or any agent, employee, or contractor of Consultant 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 Consultant.

6. Successors, Assignment and Delegation. City and the Consultant 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 Consultant are material considerations for this Agreement. Consultant shall not assign or transfer any interest in this Agreement or the performance of any of Consultant's obligations under this Agreement without the prior written consent of the City. Any attempted assignment or transfer of any of Consultant's rights, duties or obligations arising under this Agreement shall be null and void.

7. Nondiscriminatory Employment Practices. During the performance of this Agreement, the Consultant 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. Consultant 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 Consultant 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 Consultant'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.

8. Subcontracting. Consultant's services are unique and personal. Except as may be specified in Consultant's Proposal and agreed to by the City, Consultant will not subcontract any portion of the services without prior written approval of City Manager or his/her designee. If Consultant subcontracts any of the services, Consultant will be fully responsible to City for the acts, errors and omissions of Consultant's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Consultant is for the acts and omissions of persons directly employed by Consultant. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Consultant and City. Consultant will be responsible for payment of subcontractors. Consultant will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Consultant's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

9. Other Consultants. The City reserves the right to employ other consultants in connection with the services.

10. Indemnification. Consultant shall indemnify and save harmless the City, its officials, officers, employees, agents and volunteers (collectively hereinafter the "City"), against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the City and shall indemnify and save the City from any and all liability and expense including reimbursement of reasonable defense costs and legal fees, and claims, demands, suits, actions or proceedings of any kind or nature, including Workers' Compensation claims, of or by anyone whomsoever to the extent resulting from or arising out of the negligent, reckless or willful misconduct for the Consultant, its officers, 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.

11. Insurance. Without limiting the Consultant's indemnification of the City, Consultant 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 Consultant or Consultant'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 Consultant 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**.**

Coverages and Limits. Consultant will maintain the types of coverages 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 Consultant's indemnification obligations under this Agreement. City, its officers2, agents, volunteers and employees make no representation that the limits of the insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. 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. Consultant will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage, as Consultant deems adequate, at Consultant's sole expense.

11.1 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.

11.2 Automobile Liability. $1,000,000 combined single-limit per accident for bodily injury and property damage.

11.3 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 Consultant has no employees and provides, to City's satisfaction, a declaration stating this.

11.4 Professional Liability. Errors and omissions liability appropriate to Consultant'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 and Automobile Liability Insurance, Consultant 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 insureds"** with respect to liability arising out of the activities of the Consultant. 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, Consultant shall furnish certificates of insurance and endorsements to City.***

Waiver of Subrogation. The policies shall contain a waiver of subrogation for the benefit of City.

12. Permits and Licenses. Consultant, 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 Consultant. Upon execution of this Agreement, the Consultant shall show evidence of a business license permit in conformance with *Section 9-1.2* of the *Compton Municipal Code*.

13. Maintenance of Records. Consultant will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Consultant will allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Consultant will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years, or longer if required by law, from the date of final payment under this Agreement.

14. Warranties. Consultant represents and warrants (i) that Consultant has no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with Consultant'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 Consultant will not use in the performance of his responsibilities under this Agreement any confidential information or trade secrets of any other person or entity and (iv) that Consultant has not knowingly entered into or will enter into any agreement (whether oral or written) in conflict with this Agreement.

15. General Compliance with Laws. Consultant will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of the services by Consultant. Consultant 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 Consultant encounters any conflict between such laws and ordinances, Consultant shall notify the City in writing and the parties agree to work cooperatively to resolve the conflict.

16. Termination. In the event of the Consultant's failure to prosecute, deliver, or perform the services, after giving written notice of default and two (2) days to correct the same, then, in addition to any other remedies, City may terminate this Agreement for nonperformance by notifying Consultant in writing. Consultant 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 City and of the percentage of work that Consultant has performed which is usable and of worth to 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 Consultant, whether located at Consultant's place of business, or at the offices of a subconsultant.

The City's obligation is payable only from funds appropriated for the purpose of this Agreement. All funds for payments after the end of the current fiscal year are subject to the City's legislative appropriation for this purpose. In the event this Agreement extends into succeeding fiscal year periods and the City Council does not allocate sufficient funds for the next succeeding fiscal year payments, this Agreement shall terminate immediately upon written notice from the City.

Either Party, upon tendering fifteen (15) calendar days written notice to the other Party, may terminate this Agreement for convenience. In this event and upon request of City, Consultant will assemble the Work Product without charge and put it in order for proper filing and closing and deliver it to City. Consultant will be paid for work performed to the termination date; however, the total shall 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.

17. Covenants Against Contingent Fees. Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that Consultant 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.

18. Claims And Lawsuits. By signing this Agreement, Consultant agrees that any Agreement claim submitted to City must be asserted as part of the Agreement process as set forth in this Agreement and not in anticipation of litigation or in conjunction with litigation. Consultant acknowledges that if a false claim is submitted to City by Consultant, it may be considered fraud and Consultant may be subject to criminal prosecution. Consultant acknowledges that California Government Code sections 12650 *et seq.*, the False Claims Act, applies to this Agreement and, provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees. Consultant acknowledges that the filing of a false claim may subject Consultant to an administrative debarment proceeding as the result of which Consultant may be prevented to act as a Consultant on any public work or improvement for a period of up to five (5) years. Consultant acknowledges debarment by another jurisdiction is grounds for City to terminate this Agreement.

19. Certifications. The Consultant, 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.

_____ _____

Gladys Medina, Vice President **(Date)**

20. 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.

21. Testimony. Consultant will testify at City's request if litigation is brought against City in connection with Consultant's services under this agreement. Unless the action is brought by Consultant, or is based upon Consultant's actual or alleged negligence or other wrongdoing, City, upon prior written agreement with Consultant will compensate Consultant for time spent in preparation for testimony, testimony, and travel at Consultant's standard hourly rates at the time of actual testimony.

22. 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.

23. Authority. The individuals executing this Agreement and the instruments referenced in it on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions of this Agreement.

24. 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.

25. Amendments. This Agreement may be modified or amended only be written document executed by both Consultant 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.

26. Confidentiality. All documents, reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of the services pursuant to the Agreement are confidential until released by the City to the public, and the Consultant will not make any of these documents or information available to any individual or organization not employed by the Consultant or the City without the written consent of the City before any such release.

27. 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.

28. 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 Consultant:
Willdan Financial Services
27368 Via Industria, Suite 200
Temecula, California 92590
Attn: Gladys Medina, Vice President
(951) 587-3500
(951) 587-3510 – fax.

To City:
City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: Director, Public Works Department
(310) 605-5505
(310) 605-6326 – fax.

Copy to:
City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: City Manager

29. 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, CONSULTANT has executed this Agreement, and the **CITY**, by its City Manager, who is authorized to do so, has executed this Agreement.

WILLDAN FINANCIAL SERVICES/CONSULTANT

Dated: _____ **By _____**
Gladys Medina, Vice President

CITY OF COMPTON
Recommended for Approval:

By _____ **Dated: _____**
Wendell Johnson, P.E., Director
Public Works Department

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: **Public Works-Engineering**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR PROFESSIONAL SERVICES AGREEMENT WITH WILLDAN FINANCIAL SERVICES FOR THE ANNUAL ADMINISTRATION OF THE LANDSCAPE AND LIGHTING DISTRICT ASSESSMENTS AND SEWER SERVICE CHARGES ($97,800)**

Wendell Johnson	**2/21/2018 3:10:39 PM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

Ruth Rugley	**3/8/2018 11:33:36 AM**
CITY ATTORNEY	DATE
Austin Okonta	**3/7/2018 8:00:20 AM**
CITY CONTROLLER	DATE
Cecil Rhambo	**2/26/2018 2:32:11 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.

March 13, 2018

TO: **HONORABLE MAYOR AND CITY COUNCIL**

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

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR ITCONNECT, INC. TO INSTALL A WIRELESS NETWORK INFRASTRUCTURE TO ENABLE COMMUNICATIONS BETWEEN CITY HALL AND SATELLITE CITY FACILITIES ($43,279.42)**

SUMMARY

Adoption of the attached resolution will authorize the City Manager to accept the bid of ITConnect, Inc., enter into a services agreement to install an infrastructure to establish wireless network communications between City Hall and satellite City facilities and issue a purchase order in the amount Forty Three Thousand Two Hundred Seventy Nine Dollars and Forty-Two Cents ($43,279.42).

BACKGROUND

In 2009, the Information Systems Division implemented a City-wide network; however, the current infrastructure is slow and unreliable, which is preventing efficient communications between City Hall and satellite City facilities around the City. Currently, City Hall is connected to satellite City facilities via various AT&T MPLS circuits that operate at 1.544mbps. These connections are needed to allow satellite City facilities to connect to City Hall's information server and access the internet. The MPLS circuits operate at a high monthly cost and 1.544mbps is no longer sufficient to handle outside facility needs. The proposed solution is a wireless line of sight that will operate at 250mbps. Also, the proposed line of sight has no monthly cost to operate and therefore will save the City money in the long run.

STATEMENT OF ISSUE

The City Manager wishes to:

1) Eliminate the expenditure of $4,278.72 annualized by eliminating the reliance on the Telco provider AT&T and our reliance on the MPLS circuits.
2) Increase the City's bandwidth from City Hall to satellite City facilities.

3) Provide a long-term City-owned infrastructure.

This can be accomplished by installing wireless point-to-point antennas on each facility and eliminating the AT&T MPLS circuits. City Hall's antenna will be installed on the rooftop of Compton Courthouse building to which the installer will add on to existing City connections there. Since the City will be adding to an existing install, this should not cause any conflict with the State of California, which administers the Compton Courthouse. Once implemented, this technology solution will provide City Hall and satellite City facilities with increased bandwidth to provide any future enhanced emergency services to the City.

The benefits for implementing this technology are as follows:

- No Telco provider needed for these sites (we currently pay AT&T $356.56 per month per site which is $4,278.72 annualized). This allows the City to pay off its investment in approximately ten years.
- An increase in bandwidth from 1.544mbps to over 250mbps. The system is rated at 750mbps over 25 miles; however the design calls for roughly a maximum of 4 mile connections. The 250mbps factors in bad weather and other environmental factors.
- Allows for the future expansion of implementing VoIP, Video Conferencing and general network improvements due to reduced network latency.
- This connection will be installed at the following satellite locations:

    - ❖ Fire Stations 2, 3, and 4
    - ❖ Career*Link*
    - ❖ Public Works Yard
    - ❖ Municipal Water Yard

In 2017, the General Services Department ("Department") solicited bids to install an infrastructure to establish wireless network communications between City Hall and satellite City facilities. The following bids were received:

VENDOR	**AMOUNT**
ITConnect, Inc	**$ 43,279.42**
Fifty Two Consulting, Inc	$ 54,152.06
BT Management	$ 60,000.00

Staff reviewed the submitted bids and selected the bid of ITConnect Inc. as the lowest responsible bidder.

ITConnect, Inc. ("ITC") brings IT industry leadership along with strong, experience that will enable the City to increase its bandwidth infrastructure at minimal cost by utilizing state-of-the-art technology. ITC has certified installers and engineers that will implement the technology as well as the expected experience to troubleshoot and optimize performance. Their depth of experience can provide these services in a coordinated and non-disruptive manner by employing a 100% 'customer focused' approach that is successful in meeting and exceeding the City's expectations.

ITC will deploy wireless access points at City Hall and satellite City facilities that will allow our connection speeds to increase from 1.544mbps to 250mbps. Wireless technology will allow the City to save on costly AT&T MPLS services while at the same time improving performance and investing in the City's ownership of its infrastructure.

ALTERNATIVE

If this resolution is not approved, the City will continue to pay AT&T $4,278.72 annualized for the MPLS circuits and at the end of the contract term the City will not own the equipment. As for performance, no new applications can be added to the sites as we are running at capacity and any further application and/or service requested will cause global performance issues which ultimately deny the City's ability to expand system access within the City and its constituents.

FINANCIAL IMPACT

Funds for this expenditure are available in the Fiscal Year 2017-2018 annual budget as follows:

Account	Description	Amount
1001-600-ITO-4262	Professional Services	$23,291.87
1001-690-000-4240	Professional Services	$11,992.53
6000-720-000-4262	Professional Services	$ 3,997.51
5000-900-000-4250	Professional Services	$ 3,997.51
	Total	**$43,279.42**

RECOMMENDATION

Staff recommends that the Council adopt the attached Resolution.

VAN WILSON, DIRECTOR
GENERAL SERVICES 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 ENTER INTO A SERVICE AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR ITCONNECT, INC. TO INSTALL A WIRELESS NETWORK INFRASTRUCTURE TO ENABLE COMMUNICATIONS BETWEEN CITY HALL AND SATELLITE CITY FACILITIES ($43,279.42)

WHEREAS, in 2009, the Information Systems Division implemented a City-wide network; however, the current infrastructure is slow and unreliable, which is preventing efficient communications between City Hall and satellite City facilities around the City; and

WHEREAS, currently, City Hall is connected to satellite City facilities via various AT&T MPLS circuits that operate at 1.544mbps which are needed to allow satellite City facilities to connect to City Hall's information server and access the internet; and

WHEREAS, the MPLS circuits operate at a high monthly cost and 1.544mbps is no longer sufficient to handle outside facility needs; thus, the proposed solution is a wireless line of sight that will operate at 250mbps which will have no monthly cost to operate and therefore will be saving the City money in the long run; and

WHEREAS, the City Manager wishes to:

1) Eliminate the expenditure of $4,278.72 annualized by eliminating the reliance on the Telco provider AT&T and our reliance on the MPLS circuits.
2) Increase the City's bandwidth from City Hall to satellite City facilities.
3) Provide a long-term City-owned infrastructure.

WHEREAS, these goals will be accomplished by installing wireless point-to-point antennas on each facility and eliminating the AT&T MPLS circuits. City Hall's antenna will be installed on the rooftop of Compton Courthouse building to which the installer will add on to existing City connections there and once implemented, this technology solution will provide City Hall and satellite City facilities with increased bandwidth to provide any future enhanced emergency services to the City; and

WHEREAS, the wireless network infrastructure connections will be installed at the following satellite locations: Fire Stations 2, 3 and 4; Career*Link*; Public Works Yard; and, the Municipal Water Yard; and

WHEREAS, in 2017, the General Services Department ("Department") solicited bids to install an infrastructure to establish wireless network communication between City Hall and satellite City facilities. The following bids were received:

VENDOR	**AMOUNT**
ITConnect, Inc	**$ 43,279.42**
Fifty Two Consulting, Inc	$ 54,152.06
BT Management	$ 60,000.00

WHEREAS, staff reviewed the submitted bids and selected the bid of ITConnect, Inc. as the lowest responsible bidder; and

WHEREAS, ITC will deploy wireless access points at City Hall and satellite City facilities building that will allow connection speeds to increase from 1.544mbps to 250mbps and allow the City to save on costly AT&T MPLS services while at the same time improving performance and investing in the City's ownership of its infrastructure; and

WHEREAS, funds for this expenditure are available in the Fiscal Year 2017-2018 annual budget.

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

Section 1. That the proposal/bid of ITConnect, Inc. in the amount of Forty-Three Thousand Two Hundred Seventy-Nine Dollars and Forty-Two Cents ($43,279.42) is hereby accepted and all other bids are rejected.

Section 2. That the City Manager, on the advice and approval of the City Attorney is hereby authorized to enter into a services agreement to install and establish wireless network communications between City Hall and satellite City facilities (i.e. Fire Station 2, 3, and 4; Career*Link*; Public Works Yard; and the Water Yard).

Section 3. That a purchase order is authorized to be issued to ITConnect, Inc. in the amount of $43,279.42.

Section 4. That funds for this expenditure are available in the Fiscal Year 2017-2018 Budget in the following accounts:

Account	Description	Amount
1001-600-ITO-4262	Professional Services	$23,291.87
1001-690-000-4240	Professional Services	$11,992.53
6000-720-000-4262	Professional Services	$ 3,997.51
5000-900-000-4250	Professional Services	$ 3,997.51
	Total	**$43,279.42**

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

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 of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on this _____ day of _____, 2018.

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
ITCONNECT, INC.

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 **ITCONNECT, INC.,** a California corporation (hereinafter referred to as **"CONSULTANT"**) located at _____, California _____, (each a "Party" and collectively, the "Parties").

RECITALS:

WHEREAS, the City does not have available personnel specifically trained and experienced to perform the special services required and requires the professional services of a consultant that is experienced in the design, implementation and installation of a wireless network infrastructure; and

WHEREAS, Consultant has the professional and technical skills and experience necessary to perform the services described in this Agreement; and

WHEREAS, City desires to engage Consultant to provide these services by reason of its qualifications and experience in performing such services; and

WHEREAS, Consultant has submitted a proposal to City and has affirmed its willingness and ability to perform such work on the terms and manner set forth in this Agreement; and

WHEREAS, By Resolution No. _____, adopted on the ___ day of _____, 2018, the City Council gave approval to award a contract to the Consultant.

NOW, THEREFORE, the Parties**,** for the consideration, terms and conditions herein described, mutually agree as follows:

AGREEMENT:

1. **Services to be rendered by Consultant.** It is the mutual understanding of the Parties that the Consultant shall perform and be responsible for providing professional and technical expertise in designing, implementing and installing a wireless network infrastructure to enable communication between Compton City Hall and specified satellite City facilities. Consultant shall install the City Hall antenna on the rooftop of the Compton Courthouse building to implement technology solutions which will increase bandwidth to City Hall and the Compton Career*Link,* Compton Fire Station No. 2, Fire Station No. 3, Fire Station No.4, Public Works Yard and the Compton Municipal Water Yard. Services to be rendered shall include, but not be limited to the below-indicated tasks and deliverables:

1.1: RF Design and Implementation - Access Phase
Project Management Tasks
Assess Specific Deliverables
1.2: Staging Configuration
Design Specifics
1.3: Implementation

1.4: Testing
1.5: Post-Cutover Support
Implementation Specific Deliverables

As more fully described in the Consultant's **"Sales Quotation"** dated October 13, 2017, which is incorporated herein by this reference.

Consultant acknowledges that in entering into this Agreement the City is relying on Consultant's special skills and experience to do and perform the services in accordance with best standards of professional practice. While performing the services, Consultant agrees to perform all the said work and furnish all the necessary materials at its own cost and expense necessary to complete said services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and to the reasonable satisfaction of the City**.**

Consultant services hereunder shall be performed in good, workmanlike and professional manner. Consultant shall be responsible for correcting and completing all errors and omissions related to the services provided by the Consultant 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 Consultant to meet the standards of its profession as set forth in the preceding paragraph. The acceptance of the services by City does not release Consultant from these obligations.

Consultant will be responsible for employing or engaging all persons necessary to perform the services. All of Consultant's staff will be qualified by training and experience to perform their assigned tasks. Consultant 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.

name___, title_____ of Consultant, shall be primarily responsible for representing Consultant in performance of this Agreement.

2. Duration of Contract. Consultant agrees to commence the services provided for herein upon written Notification to Proceed from the City and to continue in a diligent and professional manner until the services to be rendered are complete, unless terminated earlier.

Consultant will generally adhere to the schedule set forth within Consultant's Proposal provided, that City will grant reasonable extensions of time for the performance of the services occasioned by unusually lengthy governmental reviews of Consultant'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, Consultant's officers or employees.

Consultant acknowledges the importance to City of City's 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 Consultant's performance must be governed by sound practices. Consultant 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 as specified within Consultant's **"Proposal"**. The total price paid the Consultant will include compensation for all work, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the Consultant, 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 Consultant and the City. Adjustment in the total compensation will not be effective until authorized and approved in writing by the City**.**

Progress payments may be made in arrears based on the percentage of work and deliverables completed by the Consultant. If Consultant 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 noted herein.

Consultant 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 Consultant is billing. Invoices shall detail the work performed on each task as applicable. Invoices shall be delivered or mailed to the **Director of General Services Department** 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 Consultant pursuant to this Agreement, City shall pay, and Consultant agrees to accept, a not-to-exceed maximum sum of **Forty Three Thousand Two Hundred Seventy Nine Dollars and Forty-Two Cents ($43,279.42).**

In the event of termination, the Consultant 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 Consultant'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. Ownership of Materials. All product produced by Consultant or its agents, employees, and subcontractors pursuant to this Agreement (the "Work Product") is the property of City. In the event this Agreement is terminated, all Work Product produced by Consultant or its agents, employees and subcontractors pursuant to this Agreement will be delivered to City pursuant to the termination clause of this Agreement.

The Work Product may be used by City and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes City may deem advisable, without further employment of or payment of any compensation to Consultant; provided, however, that if this Agreement is terminated for any reason prior to completion of the Project and if under such circumstances City uses, or engages the services of and directs another consultant to use the Work Product, City agrees to hold Consultant harmless from any and all liability, costs, and expenses relative to claims arising out of matters and/or events which occur subsequent to the termination of this Agreement as a result of causes other than the fault or negligence of Consultant, or anyone for whose acts it is responsible, in preparation of the Work

Product. Consultant will not be responsible for deficiencies solely attributable to modifications of the Work Product performed by others, or that arise from use of the Documents in connection with a project or site other than that shown in the Work Product.

5. Independent Contractor Status. Consultant, its officers, employees, subconsultants, subcontractors, agents and volunteers (collectively hereinafter the "Consultant"), will perform the services in Consultant's own way and pursuant to this Agreement as an independent contractor and in pursuit of Consultant's independent calling, and not as an employee of City. The persons used by Consultant to provide the services under this Agreement will not be considered employees of 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 Consultant, except as expressly set forth in this Agreement. Consultant expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Agreement that Consultant shall not at any time or in any manner, represent that Consultant is in any manner officers, employees, agents or volunteers of the City. Consultant shall obtain no rights to retirement, health care or any other benefit that accrue to City officials, officers, or employees. Consultant expressly waives any claim to such rights.

The payment(s) made to Consultant pursuant to the Agreement will be the full and complete compensation to which Consultant is entitled. City will not make any federal or state tax withholdings on behalf of Consultant or its agents, employees or subcontractors. City will not pay any workers' compensation insurance, retirement contributions or unemployment contributions on behalf of Consultant or its employees or subcontractors. Consultant 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 Consultant or any agent, employee, or contractor of Consultant 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 Consultant.

6. Successors, Assignment and Delegation. City and the Consultant 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 Consultant are material considerations for this Agreement. Consultant shall not assign or transfer any interest in this Agreement or the performance of any of Consultant's obligations under this Agreement without the prior written consent of the City. Any attempted assignment or transfer of any of Consultant's rights, duties or obligations arising under this Agreement shall be null and void.

7. Nondiscriminatory Employment Practices. During the performance of this Agreement, the Consultant 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. Consultant 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 Consultant 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 Consultant'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.

8. Subcontracting. Consultant's services are unique and personal. Except as may be specified in Consultant's Proposal and agreed to by the City, Consultant will not subcontract any portion of the services without prior written approval of City Manager or his/her designee. If Consultant subcontracts any of the services, Consultant will be fully responsible to City for the acts, errors and omissions of Consultant's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Consultant is for the acts and omissions of persons directly employed by Consultant. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Consultant and City. Consultant will be responsible for payment of subcontractors. Consultant will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Consultant's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

9. Other Consultants. The City reserves the right to employ other consultants in connection with the services.

10. Indemnification. Consultant shall indemnify and save harmless the City, its officials, officers, employees, agents and volunteers (collectively hereinafter the "City"), against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the City and shall indemnify and save the City from any and all liability and expense including reimbursement of reasonable defense costs and legal fees, and claims, demands, suits, actions or proceedings of any kind or nature, including Workers' Compensation claims, of or by anyone whomsoever to the extent resulting from or arising out of the negligent, reckless or willful misconduct for the Consultant, its officers, 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.

11. Insurance. Without limiting the Consultant's indemnification of the City, Consultant 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 Consultant or Consultant'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 Consultant 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**.**

Coverages and Limits. Consultant will maintain the types of coverages 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 Consultant's indemnification obligations under this Agreement. City, its officers, agents, volunteers and employees make no representation that the limits of the insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. The coverage will contain no special limitations on the scope of its protection to the below-designated insureds except for Workers Compensation and errors and omissions insurance. Consultant will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage, as Consultant deems adequate, at Consultant's sole expense.

11.1 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.

11.2 Automobile Liability. $1,000,000 combined single-limit per accident for bodily injury and property damage.

11.3 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 Consultant has no employees and provides, to City's satisfaction, a declaration stating this.

11.4 Professional Liability. Errors and omissions liability appropriate to Consultant'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 and Automobile Liability Insurance, Consultant 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 insureds"** with respect to liability arising out of the activities of the Consultant. 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, Consultant 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.

12. Permits and Licenses. Consultant, 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 Consultant. Upon execution of this Agreement, the Consultant shall show evidence of a business license permit in conformance with *Section 9-1.2* of the *Compton Municipal Code*.

13. Maintenance of Records. Consultant will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Consultant will allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Consultant will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years, or longer if required by law, from the date of final payment under this Agreement.

14. Warranties. Consultant represents and warrants (i) that Consultant has no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with Consultant'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 Consultant will not use in the performance of his responsibilities under this Agreement any confidential information or trade secrets of any other person or entity and (iv) that Consultant has not knowingly entered into or will enter into any agreement (whether oral or written) in conflict with this Agreement.

15. General Compliance with Laws. Consultant will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of the services by Consultant. Consultant 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.

16. Termination. In the event of the Consultant's failure to prosecute, deliver, or perform the services, after giving written notice of default and two (2) days to correct the same, then, in addition to any other remedies, City may terminate this Agreement for nonperformance by notifying Consultant in writing. Consultant 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 City and of the percentage of work that Consultant has performed which is usable and of worth to 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 Consultant, whether located at the project site, at Consultant's place of business, or at the offices of a subconsultant.

The City's obligation is payable only from funds appropriated for the purpose of this Agreement. All funds for payments after the end of the current fiscal year are subject to the City's legislative appropriation for this purpose. In the event this Agreement extends into succeeding fiscal year periods and the City Council does not allocate sufficient funds for the next succeeding fiscal year payments, this Agreement shall terminate immediately upon written notice from the City.

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, Consultant will assemble the work product without charge and put it in order for proper filing and closing and deliver it to City. Consultant 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.

17. 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 Consultant), 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.

18. Covenants Against Contingent Fees. Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that Consultant 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.

19. Certifications. The Consultant, 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.

_____ _____

name/title **(Date)**

20. 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.

21. Testimony. Consultant will testify at City's request if litigation is brought against City in connection with Consultant's services under this Agreement. Unless the action is brought by Consultant, or is based upon Consultant's actual or alleged negligence or other wrongdoing, City, upon prior written agreement with Consultant will compensate Consultant for time spent in preparation for testimony, testimony, and travel at Consultant's standard hourly rates at the time of actual testimony.

22. 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.

23. Authority. The individuals executing this Agreement and the instruments referenced in it on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions of this Agreement.

24. 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.

25. **Amendments.** This Agreement may be modified or amended only be written document executed by both Consultant 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.

26. **Confidentiality.** All documents, reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of the services pursuant to the Agreement are confidential until released by the City to the public, and the Consultant will not make any of these documents or information available to any individual or organization not employed by the Consultant or the City without the written consent of the City before any such release.

27. **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.

28. **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 Consultant:	**ItConnect, Inc.** **address** **city, state, zip** **Attn: name/title** **( )** **( ) – fax.**
To City:	**City of Compton** **205 South Willowbrook Avenue** **Compton, California 90220** **Attn: Director, General Services Department** **(310) 605-5519** **(310) 764–2143 - fax.**
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.

29. 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, CONSULTANT has executed this Agreement, and the **CITY**, by its City Manager, who is authorized to do so, has executed this Agreement.

ITCONNECT, INC./CONSULTANT

Dated: _____ **By _____**
Name/title

CITY OF COMPTON
Recommended for Approval:

By _____ **Dated: _____**
Van Wilson, Director
General Services Department

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

ITCONNECT

Sales Quotation

Wireless-(FireStations, Courthouse, City Hall, CareerLink, Water Yard, Public Works)

Prepared For
City of Compton

By
Brian Hardy

13 October 2017

#9.

Sales Representative
Brian Hardy
bhardy@itconnectinc.com
Phone: (505) 428-2828
Fax:

Date: October 13, 2017
Quote Expires: 30 day(s)

Proposal # 001231-R0

Bill to:
City of Compton
Garry Francis
(310) 605-5507
garry.francis@comptoncity.org

Ship to:
City of Compton

COURTHOUSE

Model	Description	Unit Price	Qty	Total Extended
EP-S16	**Ubiquiti EdgePoint Switch 16 24/54V, af/at PoE**	523.75	1	$523.75
AF-24HD-USA	**Ubiquiti airFiber24HD PTP 2Gbps Radio**	2,842.11	1	$2,842.11
PBE-5AC300ISOUS	**Ubiquiti 5GHz PowerBeam ac ISO 22dBi 300mm US**	131.25	2	$262.50
R5AC-PRISM-US	**Ubiquiti 5GHz Rocket AC Prism (US Only)**	235.00	2	$470.00
AM-5AC21-60	**Ubiquiti AirMax 5GHZ AC Sector Antenna,60 degrees**	236.25	1	$236.25
AM-5AC22-45	**Ubiquiti AirMax 5GHZ AC Sector Antenna,45 degrees**	236.25	1	$236.25
TC-PRO	**Ubiquiti Tough Cable Pro 1000' bulk**	159.56	4	$638.24
TC-CON	**Ubiquiti Tough Cable Connectors**	56.99	1	$56.99
HLG-120H-54	**Mean Well HLG-120H-54 54V 2.3A 124.2W Single Output Switching Power Supply**	100.00	1	$100.00
NPM6B5M	**Non-Penetrating Mount 5' Mast 6 Block**	89.00	5	$445.00
ITCI-WLAN-INSTALL	**ITConnect Wireless Mounting, Instalaltion and Configuration**	3,750.00	1	$3,750.00
			SUBTOTAL	**$9,561.09**

CITY HALL

Model	Description	Unit Price	Qty	Total Extended
AF-24HD-USA	**Ubiquiti airFiber24HD PTP 2Gbps Radio**	2,842.11	1	$2,842.11
ETH-SP	**Ubiquiti Ethernet Surge Protector**	13.63	2	$27.26
NPM6B5M	**Non-Penetrating Mount 5' Mast 6 Block**	89.00	1	$89.00

ITCI-WLAN-INSTALL	**ITConnect Wireless Mounting, Instalaltion and Configuration**	3,750.00	1	$3,750.00
			SUBTOTAL	**$6,708.37**

CAREER LINK

Model	Description	Unit Price	Qty	Total Extended
ITCI-WLAN-INSTALL	**ITConnect Wireless Mounting, Instalaltion and Configuration**	3,750.00	1	$3,750.00
ETH-SP	**Ubiquiti Ethernet Surge Protector**	13.63	2	$27.26
NPM6B5M	**Non-Penetrating Mount 5' Mast 6 Block**	89.00	1	$89.00
PBE-5AC300ISOUS	**Ubiquiti 5GHz PowerBeam ac ISO 22dBi 300mm US**	131.25	1	$131.25
			SUBTOTAL	**$3,997.51**

FIRESTATION #2

Model	Description	Unit Price	Qty	Total Extended
ITCI-WLAN-INSTALL	**ITConnect Wireless Mounting, Instalaltion and Configuration**	3,750.00	1	$3,750.00
NPM6B5M	**Non-Penetrating Mount 5' Mast 6 Block**	89.00	1	$89.00
PBE-5AC300ISOUS	**Ubiquiti 5GHz PowerBeam ac ISO 22dBi 300mm US**	131.25	1	$131.25
ETH-SP	**Ubiquiti Ethernet Surge Protector**	13.63	2	$27.26
			SUBTOTAL	**$3,997.51**

FIRESTATION #3

Model	Description	Unit Price	Qty	Total Extended
ITCI-WLAN-INSTALL	**ITConnect Wireless Mounting, Instalaltion and Configuration**	3,750.00	1	$3,750.00
NPM6B5M	**Non-Penetrating Mount 5' Mast 6 Block**	89.00	1	$89.00
PBE-5AC300ISOUS	**Ubiquiti 5GHz PowerBeam ac ISO 22dBi 300mm US**	131.25	1	$131.25
ETH-SP	**Ubiquiti Ethernet Surge Protector**	13.63	2	$27.26
			SUBTOTAL	**$3,997.51**

#9.

ITCONNECT

FIRESTATION #4				
Model	**Description**	**Unit Price**	**Qty**	**Total Extended**
ITCI-WLAN-INSTALL	**ITConnect Wireless Mounting, Instalaltion and Configuration**	3,750.00	1	$3,750.00
NPM6B5M	**Non-Penetrating Mount 5' Mast 6 Block**	89.00	1	$89.00
PBE-5AC300ISOUS	**Ubiquiti 5GHz PowerBeam ac ISO 22dBi 300mm US**	131.25	1	$131.25
ETH-SP	**Ubiquiti Ethernet Surge Protector**	13.63	2	$27.26
			SUBTOTAL	**$3,997.51**

PUBLICWORKS YARD				
Model	**Description**	**Unit Price**	**Qty**	**Total Extended**
ITCI-WLAN-INSTALL	**ITConnect Wireless Mounting, Instalaltion and Configuration**	3,750.00	1	$3,750.00
NPM6B5M	**Non-Penetrating Mount 5' Mast 6 Block**	89.00	1	$89.00
PBE-5AC300ISOUS	**Ubiquiti 5GHz PowerBeam ac ISO 22dBi 300mm US**	131.25	1	$131.25
ETH-SP	**Ubiquiti Ethernet Surge Protector**	13.63	2	$27.26
			SUBTOTAL	**$3,997.51**

WATERYARD				
Model	**Description**	**Unit Price**	**Qty**	**Total Extended**
ITCI-WLAN-INSTALL	**ITConnect Wireless Mounting, Instalaltion and Configuration**	3,750.00	1	$3,750.00
NPM6B5M	**Non-Penetrating Mount 5' Mast 6 Block**	89.00	1	$89.00
PBE-5AC300ISOUS	**Ubiquiti 5GHz PowerBeam ac ISO 22dBi 300mm US**	131.25	1	$131.25
ETH-SP	**Ubiquiti Ethernet Surge Protector**	13.63	2	$27.26
			SUBTOTAL	**$3,997.51**

	Subtotal:	**$40,254.52**
	Tax:	**3,024.90**
	Total:	**$43,279.42**

RF Design and Implementation

Assess Phase

ITConnect will conduct included but not limited to the following activities:

Project Management Tasks

NOTE: Some of the Project Management tasks will be applied to the remaining phases and sub phases.

- Conduct a Project Kickoff Meeting
- Review Project Vision, Scope, Goals, Dates, and Deadlines
- Identify the Project Team from both ITConnect and from Legalzoom.com, Inc.
- Identify roles and responsibilities of each member of the project team
- Identify other ongoing or planned projects that may affect this project
- Identify and document project risks
- Set the schedule for completion of all phases of this project, and create the work breakdown structure
- Work with Legalzoom.com, Inc. to identify and document dependencies, risks and issues associated with the successful completion of the project.
- Provide a Project Schedule highlighting deliverables, corresponding milestones, planned project events, resource(s) and timescales.
- Participate in scheduled project review meetings or conference calls, if required.
- Provide Legalzoom.com, Inc. with the identity of personnel requiring access to Legalzoom.com, Inc. premises, at least ten (10) Business Days prior to the scheduled date such personnel requires access.
- Deliver a weekly project status report to Legalzoom.com, Inc..
- Provide a handover, follow on actions, lessons learned, and exception reports (if necessary) upon project completion.

Assess Specific Deliverables

1. Project Schedule
2. Project Definition Document (PDD)
3. A high-level WLAN architecture design

Staging and Configuration

Staging and configuration will be performed with the ITConnect engineer. Tasks associated with this phase including but not limited to, are as follows:

- Create a hardware inventory list and serial number documentation, validating equipment received against Build of Materials
- Upgrade the new wireless hardware to recommended firmware version(s)
- Validate functionality of hardware to be configured
- Setup and configuration based upon the design document previously accepted

Design Specific Deliverables

1. Deployment Documents including:
    a. Low-level detailed Design Document, including Wireless and sign-off

b. Implementation Plan, including Wireless and sign-off
c. Test Plan, including Wireless and sign-off
d. Staging and Configuration Plan, including Wireless and sign-off

Implementation

ITConnect will implement the deployment that was approved by Legalzoom.com, Inc., based on the defined requirements and proposed design during the planning phase. Implementation efforts include but not limited to the following tasks:

- Configure, test and verify a WLAN technology implementation against Customer WLAN Detailed Design, WLAN Network Implementation Plan and WLAN Test Plan specifications
- Gather information on existing WLAN infrastructure and validate all implementation prerequisites for successful implementation
- Gather information on existing WLAN security infrastructure and operational procedures
- Provide Customer with implementation activities, either on site or remote, which may include:
  - verify all hardware/software versions and upgrade, as appropriate;
  - configure hardware and software
- Update the WLAN Detailed Design to document implemented components, devices and applications to reflect the final "as-built" design
- Obtaining sign-off signature from Customer on completion of the WLAN Implementation Test Plan testing

Testing

ITConnect will perform the verification of physical connectivity, hardware availability, configuration, and software release, to validate that Wireless features are performing as expected. Legalzoom.com, Inc. will also perform application testing based on the Test Plan developed for applications affected by this deployment.

- ITConnect will validate connectivity to the wireless networks to ensure they are performing as designed on Legalzoom.com, Inc. supplied user devices
- Verify uplinks to new equipment to confirm port type, speed, duplex, and state
- Verify IP addressing of new equipment
- Complete a final system check and testing on all hardware. Validate that all APs are visible on the WLC
- Legalzoom.com, Inc. will execute a system acceptance test plan for the pre-selected applications that require testing.
- If the results of the implementation tests fail to meet Legalzoom.com, Inc.' expectations, Legalzoom.com, Inc., with the help of ITConnect will develop an action plan that outlines any agreed deficiencies and sets a timeline for deficiency resolution and re-test. The timeline will be defined to adhere to the completion of the test phase

NOTE: This test plan will need to be conducted by the client twice: once prior to the implementation, and once after the implementation. This will ensure efficent troubleshooting once the final wireless solution is in place.

- Provide the Implementation Verification Report to Legalzoom.com, Inc..

Post-Cutover Support

ITConnect will be responsible for and provide the following after the new solution is online and has passed the system tests:

- ITConnect's Project Manager will remotely support post cutover activities.

Implementation Specific Deliverables

1. Implementation Verification Report and Wireless and sign-off

#9.

Fifty Two Consulting, Inc.
15804 Laurel Branch Court
CA 92503 US
(951) 496-7761
bhardy@52consulting.com

FIFTY TWO CONSULTING, INC.

ESTIMATE

ADDRESS
City of Compton
205 S Willowbrook Ave
Compton, CA 90220

ESTIMATE # 1005
DATE 12/06/2017
EXPIRATION DATE 12/29/2017

SALES REP
KW

ACTIVITY	QTY	RATE	AMOUNT
52c-UBNT-Bundle-COC Ubiquiti P2P Outdoor Solution Bundle. Includes access points, antennas, mounting brackets, cables and components to install at City Hall, Compton Courthouse, CareerLink, Fire Station 2, Fire Station 3, Fire Station 4, Public Works Yard and Water Yard.	1	21,011.06	21,011.06T
52C-Principal Consultant Principal Consultant - P2P Wireless Installation Services. Includes mounting services, design and configuration services. The Fifty Two Consulting will install APs at the City Hall, Compton Courthouse, CareerLink, Fire Station 2, Fire Station 3, Fire Station 4, Public Works Yard and Water Yard locations. Installation includes: 1) Mounting APs 2) Cable installation (running cabling through City supplied conduit) 3) Connectivity to the existing City network on City supplied VLAN. 4) Configure IP address 5) Configure VLANS and inter-VLAN routing 6) Configure routing to Check Point Firewall 7) Configure Spanning Tree network loop protection 8) Configure required access (SSH, HTTPS, Accounts, Passwords, etc.)	1	31,250.00	31,250.00

SUBTOTAL	52,261.06
TAX (9%)	1,891.00

TOTAL **$54,152.06**

Accepted By

Accepted Date

#9.

PtP WLAN Backhaul

Statement of Work

Prepared for City of Compton

Project:	[Project]
Reference:	[SOW Reference]
Issue:	[Issue] [Date]
Classification:	Confidential
SOW Type:	Fixed Price

MANAGEMENT

General SOW Information

General Information			
Client PO #		Agreement #	
SOW Prepared By		Est. Duration	
Est. Start Date		Est. End Date	

City of Compton Contacts		
Contact	Primary	Secondary
Name		
Title		
Address		
Phone		
Fax		
E-mail		

BT Contacts		
Contact	Account Manager	Managing Consultant
Name		
Office/Region		
Address		
Phone		
Fax		
E-mail		

#9.

Document Control

This is a controlled document produced by BTM, Inc. ("BTM"). The control and release of this document is the responsibility of the BTM document owner. This includes any amendment that may be required.

Issue Control			
Document Reference		**Project Number**	
Issue		**Date**	
Classification		**Author**	
Document Title			
Approved by			
Released by			

Owner Details	
Name	[Author]
Office/Region	
Contact Number	
E-mail Address	

Revision History			
Issue	**Date**	**Author**	**Comments**
Draft 0.1			Initial Draft

Distribution List			
Name	**Title**	**Company**	**Contact Info.**

Confidentiality Statement
The information contained herein is for the exclusive use of BTM, Inc. and [Client] for the purposes stated in this Statement of Work. This information is not to be made available to any third party without the express written permission of BT and should be considered Confidential.

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1 Description of Services

1.1 Project Background

The City of Compton has requested a point to point wireless LAN backhaul between City Hall, Compton Courthouse and Career link.

1.2 Engagement Approach

This statement of work (SOW) describes the set of services BTM will perform to implement and integrate the wireless network solution and conduct a Wireless Validation Survey and tuning for wireless network optimization for the City of Compton locations listed above. BTM will provide industry-certified engineers that follow a rigorous, well-established process, using industry best practices and procedures to perform the following tasks.

1.2.1 Phase 1: Discovery and Planning

1. BTM will conduct an on-site kickoff meeting to determine the business requirements of the project.
    a. Work to identify key stakeholders, who will participate in developing the definition of requirements for success.
    b. Identify solution goals, business drivers, and success criteria, which will help to define business requirements.
    c. Determine the timeline of the individual phases of the project.
        i. Create a schedule of values based on this timeline and section the labor accordingly.
    d. Please note that for all phases of the project, the current network shall remain operational until the new network is in production. In cases where existing equipment must be physically moved to make space for new equipment, a cutover shall be scheduled at least two weeks in advance.
        i. Work with Client to identify the phases of the project that may require existing equipment to be moved to make space for the new equipment.
    e. Determine locations for the following situations:
        i. Location(s) where new equipment will be stored upon arrival to City of Compton.
        ii. Central location where existing equipment will be stored upon removal from the network.
        iii. Trash removal.

2. BTM will review existing Client-provided IP addressing, network diagrams, and configurations to look for opportunities to increase functionality, security, and manageability.
3. BTM will review existing Client-provided IP addressing, Visio drawings, and configurations.
4. BTM will review power facilities within each required location for the support of future equipment.
5. BTM will review desired coverage areas and non-coverage areas with Client representative.
6. Client will provide BTM any necessary floor plans to be used for placement maps.

1.2.2 Phase 2: WLAN Design

1. BTM will design WLAN based on existing architecture and business requirements.
2. BTM will base the solution on the WLAN survey results and AP placement maps.
3. BTM will create a process for "New AP" placement locations and "Replacement AP" locations.
    a. Client will provide any necessary floor plans, not included in the original survey, to be used for placement maps within the WLAN.
    b. Replacement AP location process will address removal and storage requirements of the old AP by Client.
4. BTM will perform an objective review of the existing WLAN environment in terms of current functionality and implementation.
5. BTM will work with Client to create a wireless configuration, as related to industry best practices, and security capabilities of the new equipment.
6. BTM will document existing WLAN characteristics.
7. BTM will evaluate areas of improvement.
8. BTM will develop rollout plan with Client; cabling of all APs and equipment will be provided by Client or one of its contractors.
9. Client will provide patch cables for equipment.
10. BTM will review the finalized implementation plan with Client prior to beginning the WLAN implementation

1.2.3 Phase 3: Equipment Receipt, Staging, and Delivery

1. BTM will unbox equipment and prepare a work area for equipment.
2. BTM will install configurations and test for any equipment anomalies.
3. BTM will inform Client of need to replace any equipment that does not burn in correctly.
4. BTM will notify Client of any additional needs that are discovered during the burn-in process and prepare equipment for delivery to each respective location.

#9.

5. BTM will tag each device with a Client asset tag and add to Client-provided inventory spreadsheet.

1.2.4 Phase 4: Implementation

1. BTM will work with Client to create the WLAN configuration, including but not limited to:
    a. Work with Client to understand and implement its current IP addressing scheme.
    b. Review naming convention.
    c. Create a virtual LAN (VLAN) plan based on existing use.
    d. Determine Quality and Class of Service (QoS/CoS) configurations necessary to support multiple classes of traffic and queue prioritization based on documented best practices.
    e. Discuss configuration options for increased WLAN reliability and performance.
2. BTM will install and configure seven new point to point access points for the City of Compton with the following parameters, if necessary:
    a. Install and configure licenses.
    b. Configure administrator usernames and passwords.
    c. Configure Simple Network Management Protocol (SNMP).
    d. Change the default values of SNMP community strings.
    e. Change the default values for SNMP v3 users.
    f. Configure band selection.
    g. Configure enhanced distributed channel access (EDCA) parameters.
    h. Configure authentication for the controller and Network Time Protocol (NTP) server.
    i. Configure radio-frequency identification (RFID) tag tracking.
    j. Configure viewing location settings.
    k. Migrate APs as configuration and testing is completed.
3. BTM will provide engineering resources for a staged multi-segment cutover, based on Client scheduling. BTM has included labor for three cutover events of two to four hours. If further segmentation is required, additional cost and extension of the project timelines may be required.

1.2.5 Phase 5: Wireless Post-Verification Survey

1. BTM will conduct a post-deployment Wireless Validation Survey after wireless system has self-tuned.
2. BTM will review desired coverage areas and non-coverage areas with Client representative.
3. BTM will conduct a Wireless Validation Survey for both 2.4GHz and 5GHz spectrums, for predetermined locations, using RF surveying software to record data to determine areas of poor performance.

4. BTM will produce a high-level findings report with graphical representation of the data gathered to include a frequency plan, signal-to-noise ratio (SNR), co-channel interference, and supported Modulation Coding Schemes (MCS) for the installed system.
    a. The document will include findings of areas of poor performance and recommended modifications of AP placement or configuration to optimize system-wide performance.
5. BTM will review the findings report with Client and receive sign-off on wireless modifications before changes are implemented.

1.2.6 Phase 6: Wireless Optimization

1. As needed, BTM will make modifications to existing AP placement, antenna orientation, and/or equipment configurations, to optimize system-wide performance.
2. AP relocation is limited to modifications that can be made with the available slack from the service loop and/or patch cable.
3. BTM will test wireless system for proper functionality.
   Note: Installation of new structured cabling systems, creation of additional pathways, or additional fire stopping to support wireless performance recommendations are NOT included as
   part of this SOW and would require a Scope Change Request.

1.2.7 Phase 7: Documentation

1. BTM will provide Client detailed Visio diagrams showing updated WLAN equipment and services.
2. BTM will provide Client equipment inventory spreadsheets, which include inventory number, serial number, part number, MAC, and campus location for all equipment configured and deployed during this project.
3. BTM will provide system settings, device configurations, and overall WLAN architecture documentation to the Client.

1.2.8 Phase 8: System Administrator On-the-Job Training (OJT)

1. BTM will conduct a requirements meeting and discovery for OJT.
2. BTM will work with Client to define the specific training topics and agenda(s) related to the project that will include:
    a. Familiarization with features of all components provided.
    b. Specifics of equipment features in proposed products.
    c. Configuration details of equipment.
    d. How to reinstall and reconfigure in case of failure.
    e. Description of warranty and servicing procedures for all components provided.

#9.

f. Explanation of where and how to obtain support.
g. Explanation of most effective methods to test and maintain components and overall network.

3. Training will cover basic use of the Prime Infrastructure and controller software and interfaces.
4. Training may be broken up into different agendas based on topic and phase of project.
5. If it is determined during the discovery of topics that the training requirements for Client will exceed four hours, additional hours may be purchased at an additional hourly rate.
6. BTM will provide informal training based on the agendas created; this OJT is not intended to cover all topics of WLAN administration, operation, maintenance, and technology.

1.3 Quality Records

All project records are maintained within the Client Engagement Book (CEB) and acts as a tangible end product resulting from the activities and services performed during the engagement.

The following are some of the components that will typically constitute a Client Engagement Book:

- Statement of Work / Proposals (SOW)
- Design documents
- Project Plan
- Project Definition Document (PDD)
- Status Reports
- Minutes of meetings
- Change logs / Risk register
- Test or acceptance plans and procedures
- Presentations produced and delivered during the project
- Final deliverable documentation

2 Charges and Expenses

2.1 Engagement Pricing

This Statement of Work (SOW) is prepared as a fixed price agreement. As such, CoC and BTM must adhere strictly to the scope and services outlined above.

Table 1: Engagement Pricing

Service	Duration/Description	Price
Phase 1	Discovery and Planning	$ 2,500.00
Phase 2	WLAN Design	$ 5,000.00
Phase 3	Equipment Receipt, Staging, and Delivery	$ 2,500.00
Phase 4	Implementation	$ 15,000.00
Phase 5	Wireless Post-Verification Survey	$ 2,500.00
Phase 6	Wireless Optimization	$ 5,000.00
Phase 7	Documentation	$ 2,500.00
Phase 8	System Administrator On-the-Job Training (OJT)	$ 2,500.00
Products	Wireless PtP APs and associated mounting material	$ 22,500.00
Total		**$ 60,000.00**

Any requested changes to project scope or schedule will require a Supplemental Statement of Work to reflect the effects on the project schedule and price. An authorized signatory from City of Compton must agree to changes in the scope, schedule and price as identified in the Supplemental Statement of Work.

City of Compton shall give the BTM Contact 30 days advance written notice should CoC elect to terminate this SOW prior to any agreed upon estimated SOW term. In the event that CoC elects to extend the terms of this SOW, the terms, conditions and pricing identified in this SOW shall govern the extension of the performance of work. The billing rates are commensurate with that of consultants with the required capabilities.

2.2 Travel and Expenses (T&E)

BTM will make every attempt to staff position(s) locally. However, should the resource be required to travel from a remote BTM office base, CoC will be responsible for actual and reasonable travel expenses including:

- Airfare
- Travel meals
- Lodging
- Transportation
- Parking

- Miscellaneous incidental expenses

T&E on behalf of CoC is billable for all actual and reasonable expenses including travel time outside of the usual work location. BT assumes that the usual work location for the assigned consultant(s) will predominantly be at the client location:

205 South Willow brook
Compton, CA

2.3 Initiation of Work

Once BTM receives a signed Statement of Work, BTM will be able to engage starting within two weeks of a signed SOW. BTM must receive [Client's] Purchase Order (or PO Waiver form) prior to the start of the engagement.

2.4 Scope and Schedule Changes

Any changes to the scope and/or schedule of this project will affect the project duration and pricing, and must be mutually agreed-upon in writing in a mutually-executed Supplemental Statement of Work or Change Order.

2.5 Billing

BTM will bill for services upon completion each month. BTM will confirm completion of each phase with the CoC primary contact listed in this Statement of Work and any Supplemental Statements of Work.

3 Terms of Engagement

3.1 Engagement Logistics

City of Compton (hereinafter referred to as "Client") agrees to provide a secured work area with adequate lighting, desks, telephones with analog telephone lines, timely access to all personnel (including customer-designated Project Manager), resources (including all necessary hardware, software, network equipment, etc.) and requested information that is deemed necessary to ensure that BTM can fulfill its commitments as stated herein.

BTM reserves the right to charge a shift differential if a consultant(s) is called upon to work third shift, or carry a pager and respond to emergency situations during off-hours on a continuing basis.

To initiate work, Client must sign and submit an authorized Purchase Order (PO) with the signed SOW. BTM will staff this engagement only after BTM receives an authorized PO for the estimated cost of this effort referencing this statement of work, and accompanied by this signed agreement. In the event that the Accounts Payable Department of Client does not require a numbered PO to process payment, Client agrees that Client's signature below indicates that Client will accept and pay all invoices from BTM without a PO or a PO number referenced on the invoices.

#9.

Acceptance Agreement

Statement of Work Acceptance Signatures			
BTM, Inc.		**City of Compton**	
Signature:		**Signature:**	
Name:		**Name:**	
Title:		**Title:**	
Date:		**Date:**	
BTM, Inc.		**City of Compton**	
Signature		**Signature:**	
Name:		**Name:**	
Title:		**Title:**	
Date:		**Date:**	

BTM Account Manager Internal Use:

If this is a SOW Change Order, please cross-reference any other related SOWs/Projects:

SOW Reference and Date	P/S Project Number

Copies:

1. Client
2. BT Operation

Fixed Price SOW

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **General Services**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A SERVICE AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR ITCONNECT, INC. TO INSTALL A WIRELESS NETWORK INFRASTRUCTURE TO ENABLE COMMUNICATIONS BETWEEN CITY HALL AND SATELLITE CITY FACILITIES ($43,279.42)**

Van Wilson	**2/26/2018 6:11:12 PM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

Craig Cornwell	**3/9/2018 12:33:15 PM**
CITY ATTORNEY	DATE
Austin Okonta	**3/9/2018 11:48:00 AM**
CITY CONTROLLER	DATE
Cecil Rhambo	**3/1/2018 11:38:24 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.

March 13, 2018

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY ATTORNEY

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ESTABLISHING A PURCHASE ORDER FOR THE STATE OF CALIFORNIA, OFFICE OF ADMINISTRATIVE HEARINGS FOR PROVISION OF VARIOUS HEARINGS AND DISPUTE RESOLUTION SERVICES ($48,000)

SUMMARY

The City Council will consider adopting a resolution authorizing the establishment of a purchase order in the amount of Forty Eight Thousand Dollars ($48,000.00) for the State of California, Office of Administrative Hearings for provision of various administrative hearings, mediation, dispute resolution and appeal process services.

BACKGROUND

On October 7, 2014, the City Council adopted Resolution No. 24,027, which authorized a five (5) year Local Public Entity "Standard Agreement" with the State of California, Office of Administrative Hearings ("OAH") to provide, when needed or required, administrative hearing, mediation, dispute resolution and appeal process services to the City. Pursuant to the Agreement, the City has agreed to pay OAH the cost of providing requested services at the time services are rendered.

While many of the various administrative hearing and appeals processes required to be provided by the City may currently be conducted by a designated City employee or City-appointed Board or Commission, there are a number of situations wherein the use of internally designated hearing officers may be prohibited; such as, by contractual provisions, preemptive State or Federal laws and/or internal conflict of interests; or due to lengthy and cost-prohibitive nature of using internal processes.

STATEMENT OF THE ISSUE

The OAH conducts a variety of proceedings for local agencies, including, but not limited to various types of administrative hearings, including personnel and disciplinary matters; mediations; arbitrations, including labor issues; and other dispute resolution processes. The proceedings are conducted by experienced administrative law judges at a reasonable cost to the parties involved.

The current contract with the OAH provides an expedient and cost-savings process for resolution of disputes when use of the City's internal hearing and appeal processes is unavailable, prohibited, costly or less expedite.

FINANCIAL IMPACT

Fees incurred for use of OAH services will be deducted from the $48,000.00 retainer over the course of the contract. Funds for payment of the $48,000 retainer are available in the City Attorney's 2017-2018 Fiscal Year Budget Account No. 6400-42-0000-4261.

RECOMMENDATION

It is recommended that the City Council adopt the attached Resolution.

**CRAIG CORNWELL
CITY ATTORNEY**

APPROVED FOR FORWARDING:

**CECIL W. RHAMBO, JR.
CITY MANAGER**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ESTABLISHING A PURCHASE ORDER FOR THE STATE OF CALIFORNIA, OFFICE OF ADMINISTRATIVE HEARINGS FOR PROVISION OF VARIOUS HEARINGS AND DISPUTE RESOLUTION SERVICES ($48,000)

WHEREAS, on October 7, 2014, the City Council adopted Resolution No. 24,027, which authorized a five (5) year Local Public Entity "Standard Agreement" with the State of California, Office of Administrative Hearings ("OAH") to provide, when needed or required, administrative hearing, mediation, dispute resolution and appeal process services to the City; and

WHEREAS, while many of the various administrative hearing and appeals processes required to be provided by the City may currently be conducted by a designated City employee or City-appointed Board or Commission, there are a number of situations wherein the use of internally designated hearing officers may be prohibited; such as, by contractual provisions, preemptive State or Federal laws and/or internal conflict of interests; or due to the lengthy and cost-prohibitive nature of using internal processes; and

WHEREAS, the OAH conducts a variety of proceedings for local agencies, including, but not limited to various types of administrative hearings, including personnel and disciplinary matters; mediations; arbitrations, including labor issues; and other dispute resolution processes; and

WHEREAS, the current contract with the OAH provides an expedient and cost-savings process for resolution of disputes when use of the City's internal hearing and appeal processes is unavailable, prohibited, costly or less expedite; and

WHEREAS, fees incurred for use of OAH services with be deducted from a $48,000.00 retainer over the course of the contract and are available in the City Attorney's 2017-2018 Fiscal Year budget.

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

Section 1. That a purchase order in the amount of Forty Eight Thousand Dollars ($48,000.00) is authorized to be established for the State of California, Office of Administrative Hearings for provision of various administrative hearings, mediation, dispute resolution and appeal process services.

Section 2. That funds for this expenditure are available in the 2017-2018 Fiscal Year budget in Account No. 6400-42-0000-4261.

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

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

ADOPTED this _____ day of _____, 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 of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on this _____ day of _____, 2018.

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **City Attorney**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ESTABLISHING A PURCHASE ORDER FOR THE STATE OF CALIFORNIA, OFFICE OF ADMINISTRATIVE HEARINGS FOR PROVISION OF VARIOUS HEARINGS AND DISPUTE RESOLUTION SERVICES ($48,000)**

Ruth Rugley — **2/20/2018 2:36:26 PM**
DEPARTMENT MANAGER'S SIGNATURE — DATE

REVIEW / APPROVAL

Ruth Rugley — **3/7/2018 11:36:03 PM**
CITY ATTORNEY — DATE

Austin Okonta — **3/7/2018 7:56:19 AM**
CITY CONTROLLER — DATE

Cecil Rhambo — **2/26/2018 2:09:41 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.

March 13, 2018

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

FROM: **DELMONSHA GREEN, DIRECTOR**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING AN AMENDMENT TO THE LOCAL HOUSING AUTHORITY'S 2017-2018 FISCAL YEAR BUDGET TO TRANSFER FUNDS BETWEEN ACCOUNTS ($113,000)**

SUMMARY

Adoption of this resolution will authorize an amendment to the 2017-2018 Fiscal Year budget to transfer One Hundred Thirteen Thousand Dollars ($113,000.00) between accounts in the Local Housing Authority's budget to accommodate projected expenditures through the remainder of Fiscal Year 2017-2018.

BACKGROUND

The Compton Local Housing Authority ("LHA") receives federal program funding from the U.S. Housing and Urban Development Department ("HUD") to assist low-income families, the elderly and disabled to afford decent, safe and sanitary housing in the private market. The LHA is designated by HUD to administer the voucher program, which provides rental subsidies to very-low and low-income families.

STATEMENT OF THE ISSUE

A budget amendment is necessary to accommodate projected expenditures; such as, paying rents for participants porting to other Housing Authority's jurisdictions for the remainder of this fiscal year.

FINANCIAL IMPACT

A budget amendment is necessary in order to reconcile negative balances and accommodate 2017-2018 Fiscal Year projected expenditures in specific line item accounts. It is requested that the budget of the Local Housing Authority be amended to transfer funds between accounts as follows:

From	Amount	Description
2820-790-000-4285	$ 110,000	HAP
2820-790-000-4285	$ 3,000	HAP

To	Amount	Description
2820-790-000-4208	$ 110,000	HAP
2820-790-000-4209	$ 3,000	Portability Admin. Fees

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 transfer the funds between accounts. However, the Local Housing Authority's budget is controlled by the City Council therefore; Council approval is needed for the budget amendment.

RECOMMENDATION

Staff recommends that the Council adopted 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 AN AMENDMENT TO THE LOCAL HOUSING AUTHORITY'S 2017-2018 FISCAL YEAR BUDGET TO TRANSFER FUNDS BETWEEN ACCOUNTS ($113,000)

WHEREAS, the Compton Local Housing Authority ("LHA") receives federal program funding from the U.S. Housing and Urban Development Department ("HUD") to assist low-income families, the elderly and disabled to afford decent, safe and sanitary housing in the private market; and

WHEREAS, the LHA is designated by HUD to administer the voucher program, which provides rental subsidies to very-low and low-income families; and

WHEREAS, a budget amendment is necessary to reconcile negative balances and accommodate projected expenditures; such as, paying rents for participants porting to other Housing Authority's jurisdictions for the remainder of this fiscal year; and

WHEREAS, funds for the transfer between accounts 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 2017-2018 Fiscal Year budget shall be amended to transfer One Hundred Thirteen Thousand Dollars ($113,000.00) between accounts in the Local Housing Authority's budget to accommodate projected expenditures through the remainder of Fiscal Year 2017-2018, as follows:

From	Amount	Description
2820-790-000-4285	$ 110,000	HAP
2820-790-000-4285	$ 3,000	HAP

To	Amount	Description
2820-790-000-4208	$ 110,000	HAP
2820-790-000-4209	$ 3,000	Portability Admin.Fees

Section 2. That a certified copy of this Resolution shall be filed in the offices of the City Clerk, City Manager, City Controller and the Compton Local Housing Authority.

Section 3. 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 of the City of Compton, signed by the Mayor, and attested by the 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-
ABSTAIN: COUNCIL MEMBERS-
ABSENT: **COUNCIL MEMBERS-**

_____
CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **Housing Authority**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING AN AMENDMENT TO THE LOCAL HOUSING AUTHORITY'S 2017-2018 FISCAL YEAR BUDGET TO TRANSFER FUNDS BETWEEN ACCOUNTS ($113,000)**

Delmonsha Green — **2/21/2018 1:03:47 PM**
DEPARTMENT MANAGER'S SIGNATURE — DATE

REVIEW / APPROVAL

Ruth Rugley — **2/28/2018 6:24:19 PM**
CITY ATTORNEY — DATE

Austin Okonta — **2/28/2018 5:18:22 PM**
CITY CONTROLLER — DATE

Cecil Rhambo — **2/26/2018 2:33:25 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.

March 13, 2018

TO: **MAYOR AND CITY COUNCIL**

FROM: **WENDELL E. JOHNSON, P.E., (INTERIM) DIRECTOR**
PUBLIC WORKS DEPARTMENT

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS 2017-2018 FISCAL YEAR BUDGET TO ACCEPT AND APPROPRIATE $55,669 IN FUNDS FROM THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY NATIONAL TRANSIT DATA FUND AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING FOR SUCCESSFULLY REPORTING TO THE NATIONAL TRANSIT DATABASE FOR FISCAL YEAR 2014-2015**

SUMMARY

Adoption of this resolution will amend the Public Works Department's 2017-2018 Fiscal Year budget to accept and appropriate Fifty Five Thousand Six Hundred Sixty Nine Dollars ($55,669.00) in funds from the Los Angeles County Metropolitan Transportation Authority ("LACMTA") National Transit Data ("NTD") and authorize the City Manager to enter into a Memorandum of Understanding with LACMTA for successfully reporting to the National Transit Database for Fiscal Year 2014-2015.

BACKGROUND

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

There are many cities that operate locally-funded fixed route and dial-a-ride public transit services in Los Angeles County. Rather than have each city report data directly to the Federal Transit Administration ("FTA"), the LACMTA submits a consolidated NTD report to the FTA on behalf of more than 45 cities. The data submitted by each of the local operators generates additional Federal Section 5307 capital funds to the region. Once Congress apportions the funds, LACMTA enters into Memorandum of Understandings ("MOU") with each city to make payment to each city for their share of the revenues generated for the Los Angeles County region. Each participating jurisdiction city is paid dollar-for-dollar for what their service generates for the Los Angeles County Region, minus the cost of the audit. The local funds provided through this MOU must be spent consistent with Proposition A and C Local Return Guidelines.

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

STATEMENT OF THE ISSUE

On June 15, 2016, LACMTA approved the FY 2016-2017 transit funding allocations, which included funds to make payments to all cities that voluntarily reported NTD data for FY 2014-2015. On July 11, 2017, the Federal Transit Administration (FTA) published in the Federal Register the FY 2016-2017 Apportionments, Allocations, and Program Information including unit values for the data reported to the NTD.

On adoption of this resolution, the City Manager will sign a Letter of Agreement and Memorandum of Understanding with the LACMTA which entitles the City of Compton to receive a grant of Fifty Five Thousand Six Hundred Sixty Nine Dollars ($55,669.00) for the City's participation in the National Transit Data Base development for Fiscal Year 2014-2015. The City will agree that the expenditures of the Proposition A Discretionary Incentive funds will be used for projects that meet the eligibility, administrative, audit, and lapsing requirements of Proposition A and Proposition C Local Return guidelines, which include the expenditures of funds deemed to be for public transit purposes, to sustain or improve the quality and safety of and/or access to public transit by the general public or those requiring special public transit assistance.

City Council authorization is required for amendment of the 2017-2018 Fiscal Year budget to accept and appropriate the grant funds and authorize the City Manager to to enter into a Memorandum of Understanding with the LACMTA for successfully reporting to the NTD for FY 2014-2015.

ALTERNATIVE

The City of Compton desires to receive its portion of Proposition A Discretionary Incentive Funds entitled to each participating agency for submitting data to the National Transit Database. Therefore, no other alternative is being proposed.

FISCAL IMPACT

Grant funding sources include Federal Transit Administration, United States Department of Transportation ("USDOT") and Federal Highway Administration, which will be appropriated as follows:

Proposition A, Discretionary Incentive Grant Program:

(MOU.PAICOMPT17) Account No. 2000-710-000-4269 $55,669

RECOMMENDATION

Staff recommends that the City Council adopt 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 AMENDING THE PUBLIC WORKS 2017-2018 FISCAL YEAR BUDGET TO ACCEPT AND APPROPRIATE $55,669 IN FUNDS FROM THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY NATIONAL TRANSIT DATA AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING FOR SUCCESSFULLY REPORTING TO THE NATIONAL TRANSIT DATABASE FOR FISCAL YEAR 2014-2015

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

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

WHEREAS, at its June 15, 2016 meeting, the LACMTA approved the Fiscal Year 2016-2017 transit fund allocations, which included funds to make payments to all cities that voluntarily reported NTD data for FY 2014-2015; and

WHEREAS, on July 11, 2017, the Federal Transit Administration ("FTA") published in the Federal Register the FY 2016-2017 Apportionments, Allocations, and Program Information including unit values for the data reported to the National Transit Database ("NTD"); and

WHEREAS, the City of Compton has been a participant in the LACMTA's Consolidated NTD Reporters Random Sampling Program for Fiscal Year 2014-2015 and has voluntarily submitted NTD data to the LACMTA, which successfully passed the independent audit; and

WHEREAS, the City has been awarded funds under the Proposition A Discretionary Incentive Program for collecting and reporting data for the NTD from the Fiscal Year 2014-2015 Report Year; and

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

WHEREAS, the Public Works Department will accept the Fifty Five Thousand Six Hundred Sixty Nine Dollars ($55,669) from the Los Angeles County Metropolitan Transportation Authority National Transit Data Funds and amend the Public Works Department's FY 2017-2018 budget; and

WHEREAS, LACMTA requires that the City of Compton execute a Memorandum of Understanding and submit an invoice in the amount of Fifty Five Thousand Six Hundred Sixty Nine Dollars ($55,669) in order to receive payment.

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

SECTION 1. That the City hereby accepts and appropriates Fifty Five Thousand Six Hundred Sixty Nine Dollars ($55,669.00) in National Transit Data funds from the Los Angeles County Metropolitan Transportation for successfully reporting to the National Transit Database for Fiscal Year 2014-2015.

SECTION 2. That the City Manager, on the advice and approval of the City Attorney is hereby authorized to enter into a "Proposition A Discretionary Incentive Grant Program Memorandum of Understanding for Collecting and Reporting Data for the National Transit Database for Report Year 2015" with the Los Angeles County Metropolitan Transportation Authority.

SECTION 3. That the Public Works Department's Fiscal Year 2017-2018 budget shall be amended to accept and appropriate $55,669.00 into Account No. 2000-710-000-4269 for the additional expenditures and Account No. 2000-000-000-3579 for the increased revenues.

SECTION 4. That a certified copy of this Resolution shall be filed in the offices of the City Clerk, City Manager, City Attorney, City Controller and the Public Works Department.

SECTION 5. That the Mayor shall sign and City Clerk attests 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 of the City of Compton, signed by the Mayor, and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____, 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

PROPOSITION A DISCRETIONARY INCENTIVE GRANT PROGRAM MEMORANDUM OF UNDERSTANDING FOR COLLECTING AND REPORTING DATA FOR THE NATIONAL TRANSIT DATABASE FOR REPORT YEAR 2015

This Memorandum of Understanding (MOU) is entered into as of July 31, 2017 by and between Los Angeles County Metropolitan Transportation Authority ("LACMTA") and the City of Compton (the "City").

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

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

WHEREAS, at its June 15, 2016 meeting, LACMTA approved the Fiscal Year FY 2016-17 transit fund allocations, which included funds to make payments to all cities that voluntarily reported NTD data for FY 2014-15; and

WHEREAS, the City has been a participant in LACMTA's Consolidated National Transit Database (NTD) Reporters Random Sampling Program for FY 2014-15 and has voluntarily submitted NTD data to the LACMTA for FY 2014-15 which successfully passed independent audit without findings; and

WHEREAS, the City has requested funds under the Proposition A Discretionary Incentive Program for collecting and reporting data for the NTD from the FY 2014-15 Report Year (the "Project"); and

WHEREAS, on July 11, 2017, the Federal Transit Administration (FTA) published in the Federal Register the FY 2016-17 Apportionments, Allocations, and Program Information including unit values for the data reported to the NTD; and

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

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

ARTICLE 1. TERM

1.0 This Memorandum of Understanding ("MOU") will be in effect from **July 1, 2017**, through **June 30, 2019** at which time all unused funds shall lapse.

ARTICLE 2. STANDARDS

2.0 To receive payment for the submittal of the FY 2014-15 NTD statistics, the City warrants that it:

A. Adhered to the Federal Guidelines for collecting and Reporting NTD statistics;

B. Prepared and submitted the FY 2014-15 **ANNUAL NTD REPORT** of the City's fixed-route and/or demand response transit service to the LACMTA on or before **September 30, 2015**;

C. Allowed the LACMTA to assign an independent auditor to review the submitted FY 2014-15 NTD statistics for conformity in all material respects with the accounting requirements of the FTA as set forth in its applicable Uniform System of Accounts.

ARTICLE 3. PAYMENT OF FUNDS TO CITY

3.0 LACMTA shall pay the City for collecting and reporting FY 2014-15 NTD statistics. LACMTA shall pay the City for submitting the FY 2014-15 **ANNUAL NTD REPORT** for the applicable transit services as follows:

MOTOR BUS SERVICE

For City's motor bus service, LACMTA shall pay an amount equal to the 135,726 revenue vehicle miles reported by the City multiplied by the FTA unit value of $.4219075 per revenue vehicle mile, plus the 241,984 passenger miles reported by the City squared, divided by the $987,077 operating cost reported by the City, multiplied by the FTA unit value of $.0115687 less the cost of the $2,281 in audits paid by LACMTA. See Attachment A for detail.

3.1 The City shall submit one invoice to LACMTA prior to **December 31, 2018**, in the amount of **$55,669** in order to receive its payment described above.

3.2 INVOICE BY CITY:

Send invoice with supporting documentation to:

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

Re: LACMTA MOU# 910000000PAICOMPT17 M.S. Susan Richan (99-4-4)

ARTICLE 4. CONDITIONS

4.0 The City agrees to comply with all requirements specified by the FTA guidelines for reporting NTD statistics.

4.1 The City understands and agrees that LACMTA shall have no liability in connection with the City's use of the funds. The City shall indemnify, defend, and hold harmless LACMTA and its officers, agents, and employees from and against any and all liability and expenses including defense costs and legal fees and claims for damages of any nature whatsoever, arising out of any act or omission of the City, its officers, agents, employees, and subcontractors in performing the services under this MOU.

4.2 The City is not a contractor, agent or employee of LACMTA. The City shall not represent itself as a contractor, agent or employee of LACMTA and shall have no power to bind LACMTA in contract or otherwise.

4.3 The City agrees that expenditure of the Proposition A Discretionary Incentive funds will be used for projects that meet the eligibility, administrative, audit and lapsing requirements of the Proposition A and Proposition C Local Return guidelines most recently adopted by the LACMTA Board.

4.4 These expenditures will be subject to **AUDIT** as part of LACMTA's annual Consolidated Audit.

ARTICLE 5. REMEDIES

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

ARTICLE 6. MISCELLANEOUS

6.0 This MOU constitutes the entire understanding between the parties, with respect to the subject matter herein.

6.1 The MOU shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original MOU or the same level of authority.

ARTICLE 7. CONTACT INFORMATION

7.0 LACMTA's Address:

Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: Susan Richan (99-4-4)

7.1 City's Address:
Compton
205 S. Willowbrook Ave.
Compton,CA 90220
Attn: John Strickland
jstrickland@comptoncity.org

IN WITNESS WHEREOF, the City and LACMTA have caused this MOU to be executed by their duly authorized representatives on the date noted below:

CITY:

City of Compton

_____

Mayor/City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Legal Counsel

Date: _____

Los Angeles County Metropolitan Transportation Authority

By: _____
PHILLIP A. WASHINGTON
Chief Executive Officer

Date: _____

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: _____
Deputy

Date: 1/27/18

ATTACHMENT A
LACMTA Voluntary NTD Reporting Program for FY '14
Using FY '16 FTA Formula Programs Apportionment Data Unit Values

Jurisdiction	MODE	Total Vehicle Revenue Miles	Total Passenger Miles	Total Operating Costs	Cost of Audit	Tier II Deduction	Total ($)Due to Jurisdiction
Agoura Hills	DR	70,787	54,046	481,140	$ 1,178		28,758
Alhambra	MB	166,716	1,427,655	931,972	$ 3,764		91,875
Alhambra	DR	124,913	106,994	1,047,834	$ 2,079		50,749
Artesia	DR	16,717	15,986	142,891	$ 278		6,795
Avalon	MB	12,371	153,269	215,824	$ 255		6,224
Avalon	DT	29,306	35,816	411,042	$ 488		11,913
Azusa	DR	106,012	149,555	925,262	$ 1,771		43,236
Baldwin Park	MB	254,572	479,167	996,081	$ 4,332		105,741
Baldwin Park	DR	45,774	58,077	231,439	$ 767		18,714
Bell	MB	32,496	172,458	169,392	$ 620		15,122
Bell	DT	13,180	26,273	60,388	$ 224		5,469
Bellflower	MB	72,066	210,787	317,991	$ 1,260		30,761
Bellflower	DR	38,526	34,985	243,698	$ 642		15,671
Bell Gardens	MB	96,562	421,915	573,070	$ 1,745		42,589
Bell Gardens	DR	52,928	88,558	514,917	$ 886		21,621
Beverly Hills	DT	8,391	8,686	121,260	$ 140		3,408
Burbank	MB	258,232	579,195	1,498,546	$ 4,390	(17,010)	90,140
Calabasas	MB	127,197	479,683	575,456	$ 2,294		55,997
Calabasas	DR	17,769	9,533	119,193	$ 295		7,210
Carson	MB	373,591	1,131,354	2,193,992	$ 6,469		157,901
Carson	DT	90,021	142,136	585,929	$ 1,510		36,869
Cerritos	MB	172,617	352,917	1,175,952	$ 2,914		71,139
Compton	MB	135,726	241,985	987,077	$ 2,281		55,670
Covina	DR	67,734	65,001	398,608	$ 1,129		27,571
Cudahy	MB	33,954	383,301	181,399	$ 933		22,763
Cudahy	DT	8,230	13,966	44,808	$ 139		3,384
Downey	MB	141,042	509,308	1,522,914	$ 2,419		59,058
Downey	DR	84,150	113,837	1,057,459	$ 1,403		34,242
Duarte	MB	81,111	513,665	782,464	$ 1,500		36,622
El Monte	MB	254,315	1,560,323	1,486,117	$ 4,969		121,281
El Monte	DR	101,807	112,751	1,358,484	$ 1,695		41,367
Glendale	MB	698,822	4,523,048	7,054,041	$ 12,924	(49,346)	266,120
Glendale	DR	140,970	219,335	1,059,875	$ 2,361		57,640
Glendora	MB	34,697	17,646	119,239	$ 577		14,092
Glendora	DR	107,704	86,548	521,285	$ 1,795		43,813
Huntington Park	MB	105,301	339,010	442,515	$ 1,867		45,565
Huntington Park	DT	209,289	398,803	839,102	$ 3,561		86,932
Inglewood	MB	15,030	23,817	69,220	$ 253		6,183
Inglewood	DR	76,011	156,991	626,903	$ 1,280		31,244
Inglewood	DT	41,598	41,598	155,160	$ 696		16,984
LACDPWAvocado	MB	36,448	140,817	245,873	$ 642		15,669
LACDPWELA	MB	248,456	3,366,906	1,314,475	$ 8,052		196,542
LACDPWELA	DR	9,498	18,428	59,172	$ 160		3,913
LACDPWEast Valinda	MB	54,878	214,870	273,455	$ 988		24,119
LACDPWKing Medical	MB	19,188	135,632	174,659	$ 367		8,947
LACDPWWillowbrook Shuttle	MB	87,902	223,124	364,291	$ 1,522		37,146
LACDPWWillowbrook Shuttle	DR	48,949	47,218	253,254	$ 817		19,937
LACDPWS.Whittier	MB	146,966	708,848	646,407	$ 2,794		68,205
LACDPWS.Whittier	DR	235,556	176,907	894,578	$ 3,927		95,860
Lawndale	MB	83,149	214,579	421,158	$ 1,430		34,916
Lynwood	MB	142,831	732,257	718,907	$ 2,711		66,179
Malibu	DT	52,755	64,668	186,641	$ 886		21,631
ManhattanBeach	DR	44,067	84,144	676,907	$ 736		17,977
Maywood	MB	18,636	96,689	155,815	$ 337		8,220
Maywood	DR	10,676	12,748	190,166	$ 178		4,337
Monrovia	DR	126,316	105,107	817,941	$ 2,103		51,346
MontereyPark	MB	221,288	839,560	1,107,184	$ 3,964		96,764
MontereyPark	DR	32,061	18,591	493,125	$ 533		13,002
Palos Verdes	MB	284,854	377,039	1,900,331	$ 4,764		116,284
Palos Verdes	DT	45,566	65,079	252,145	$ 764		18,655
Pasadena	MB	627,324	3,799,955	4,170,063	$ 11,993	(45,538)	247,201
Pasadena	DR	227,812	302,297	1,475,238	$ 3,811		93,021
Pico Rivera	DR	54,216	62,715	332,993	$ 906		22,105
Pomona	DR	306,512	562,542	2,251,614	$ 5,153		125,792
Pomona	DT	401,481	480,680	1,609,958	$ 6,732		164,317
Rosemead	MB	128,542	286,309	683,474	$ 2,189		53,431
Rosemead	DR	55,722	50,905	361,781	$ 928		22,664
SantaFeSprings	DR	12,288	27,063	199,337	$ 206		5,021
South Gate	MB	174,523	656,411	932,399	$ 3,108		75,870
South Gate	DT	163,358	306,000	801,803	$ 2,766		67,507
SouthPasadena	DR	32,155	23,911	371,053	$ 535		13,050
WestCovina	MB	169,033	155,312	625,960	$ 2,824		68,938
WestCovina	DR	85,305	71,749	399,643	$ 1,422		34,718
West Hollywood	MB	81,940	162,037	1,056,445	$ 1,372		33,487
West Hollywood	DR	86,375	70,812	1,366,797	$ 1,436		35,049
West Hollywood	DT	26,779	30,178	304,407	$ 446		10,887
Whittier	DR	188,970	212,220	1,419,146	$ 3,152		76,943
Total		8,917,699	29,997,030	58,177,044	$ 161,700	(111,894)	3,835,203
LADOT COMMUNITY DASH	MB	3,337,412	19,580,751	31,967,646	$71,876	(229,117)	1,245,836
LADOT DEPARTMENT OF AGING	DR	492,673	603,495	4,147,674	$9,706		199,172
Total LADOT		3,830,085	20,184,246	36,115,320	$ 81,582	$ (229,117)	1,445,008
Total NTD 9166 Funds		12,747,784	50,181,275	94,292,364	243,282	(341,011)	5,280,211

FY16 Revenue Mile Rate 0.4219075
FY16 Passenger Mile Rate 0.0115687

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **Public Works-Engineering**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS 2017-2018 FISCAL YEAR BUDGET TO ACCEPT AND APPROPRIATE $55,669 IN FUNDS FROM THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY NATIONAL TRANSIT DATA FUND AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING FOR SUCCESSFULLY REPORTING TO THE NATIONAL TRANSIT DATABASE FOR FISCAL YEAR 2014-2015**

Wendell Johnson	**2/14/2018 4:15:02 PM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

<LegalName>	**<LegalDate>**
CITY ATTORNEY	DATE
Austin Okonta	**2/15/2018 10:17:14 AM**
CITY CONTROLLER	DATE
Cecil Rhambo	**2/14/2018 7:06:45 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
244041	3/6/18	State Water Resources Control Board	Annual permit fee	$909.00	$104,145.21
Requested by City Manager					
244061	3/6/18	Versa Products	Desktop risers	$1,404.00	$5,994.00
Requested by City Clerk					
244073	3/6/18	Zumar Industries	Street signs and past due invoices	$14,801.26	$14,801.26
Requested by Public Works					
244087	3/8/18	Online Solutions LLC	Annual billing for Citizen Serve user subscriptions	$10,800.00	$21,600.00
Requested by Public Works					

I hereby certify that the above demands in the amount of **$27,914.26** were approved at a regular meeting of the City Council or reject _____ as of March 13, 2018.

_____ Council Member

_____ Council Member

_____ City Manager

I hereby certify that the Finance Committee at a regular meeting of the City Council on March 13, 2018 allowed the above demands.

_____
Alita Godwin
City Clerk

DEC 21 2017

Water Boards

INVOICE

Annual Permit Fees Required by Sections 13260 & 13269 of the California Water Code

FACILITY ID (WDID): 4 19C367184
FACILITY NAME: GATEWAY TOWNE CENTER PHASE 2
1879 SOUTH ALAMEDA ST
COMPTON, CA 90220

INVOICE NO: SW-0121224
BILLING PERIOD: 07/01/16 - 06/30/17
INVOICE DATE: 11/16/2016
INDEX NO: 280685

COMMUNITY REDEVELOPMENT AGENCY
MICHAEL ANTWINE
205 SOUTH WILLOWBROOK AVENUE
COMPTON, CA 90220

Total Amount Due by Friday, December 16, 2016 **909.00**

Paid By
Entity:
V# 10000856
Account #:
PO # 18FYD565
Amount:
A/C # 101-51-0000-4200 (F)
Invoice details are shown on the back
Issue Date:
A/C #:
Approved:

2017 DEC 12 PM 3:00

DEC 21 2017

STATE WATER RESOURCES CONTROL BOARD
Annual Permit Fee

Facility ID: **4 19C367184** Billing Period: **07/01/16 - 06/30/17**

Invoice No: **SW-0121224** Amount Due: **$ 909.00** Due By: **Friday, December 16, 2016**

PLEASE REMIT YOUR PAYMENT ON OR BEFORE THE DUE DATE SHOWN ABOVE. LATE PAYMENT COULD RESULT IN PENALTIES UNDER PROVISIONS OF THE WATER CODE SECTION 13261. THESE ACTIONS COULD INCLUDE DAILY PENALTIES IN ADDITION TO YOUR FEE OR OTHER ACTIONS DEEMED APPROPRIATE BY THE REGIONAL BOARD.

PLEASE NOTE THAT TRANSFER OF OWNERSHIP OR RELOCATION OF THE FACILITY REQUIRE A NEW STORMWATER PERMIT. IF YOUR FACILITY IS CLOSED OR PROJECT COMPLETED, PLEASE FILE A NOTICE OF TERMINATION.

Make your check payable to State Water Resources Control Board

If you have any questions about this invoice, please call the Water Board at 916-341-5247.
For more information, please visit our website at http://www.waterboards.ca.gov/resources/fees/

Okay to Pay

Retain this portion for your records
Please detach and return this portion with your payment

☐ CHECK HERE FOR ADDRESS CORRECTION ON THE BACK

INVOICE NO: SW-0121224

INDEX NO: 280685
(Please print the above number on check or money order)

COMMUNITY REDEVELOPMENT AGENCY
MICHAEL ANTWINE
205 SOUTH WILLOWBROOK AVENUE
COMPTON, CA 90220
(310) 605-5500

SWRCB
PO BOX 1888
SACRAMENTO, CA 95812-1888

AMOUNT DUE: **$ 909.00**
BILLING PERIOD: **07/01/16 - 06/30/17**
DUE BY: **12/16/16**
FACILITY ID (WDID): 4 19C367184
FACILITY NAME: GATEWAY TOWNE CENTER PHASE 2
1879 SOUTH ALAMEDA ST
COMPTON, CA 90220

#13.

VersaTables
INNOVATIVE COMPUTER FURNITURE

Versa Products Inc. DBA: Versatables.com
14105 Avalon Blvd.
Los Angeles,CA 90061
Phone 310.353.7100 Fax 310.353.7109
Tax ID #95-4780-914
GSA #GS-28F0013R

Date: 02/16/2018
Quote # 45477
Entered By: Ryan Roach

Quotation For:
City of Compton
Calicla Wilson
Phone: (310)605.5530
Email: cwilson@comptoncity.org

Notes:
CONTACT: RYAN ROACH RYAN.ROACH@VERSAPRODUCTS.COM 424 244-2147

Qty	Item	Description	Price	Savings	Qty Price	Line Total
4	VT7643624-BW	Versa Desktop Riser (Electric powered) Dimensions: 36 " x 24 " Frame Color: Black River Surface Color: White	$ 390.00	$ 39.00	$ 351.00	$ 1404.00

General Terms & Conditions:
- All products are made in the United States
- Price quote is good for 90 days from above date
- Lifetime Warranty on all products
- Payment Terms: Wire Transfer, Credit Card, Check, Net 30

Base Price:	~~$ 1,747.20~~
Tax:	$ 0.00
Shipping:	FREE
Total Savings:	$ 343.20
Grand Total:	**$ 1,404.00**

Paid By AN
P.O. # 1000883
P.O. # 18FY0599
A/C # 1001-47-0000-4236
A/C # (F)

INVOICE

Zumar Industries, Inc
Remit to: 12015 Steele Street South
Tacoma, WA 98444-1300
562.941.4633 Fax:562.941.4643

Invoice #	0170638
Date	06/14/17
Page #	1

Bill To:	Ship To:
002023 CITY OF COMPTON PUBLIC WORKS DEPT. ATTN: LISA SMITH 205 S. WILLLOBROOK AVE. COMPTON CA 90220 Fax:	CITY OF COMPTON WILL CALL SANTA FE SPRINGS CA

Order #	Order Date	Cust #	Sls	Purchase Order #	Ship Via	Ship Date	Terms
0166794	06/15/17	002023	GE	VBL-JAMES WALKER	WILL CALL	06/14/17	NET 30

Order	Ship	B/O	Item #/Description	UM	Cost	Extended
4	4		SG07 7218 80838 *INTERNALLY FRAMED GUIDE SIGN 72X18 .080 ALUM D4090 1170* *** SEE ATTACHED *** *2 EA: LONG BEACH BLVD (8"UC 6"LC)* *2 EA: ROSECRANS AVE (8"UC 6"LC)*	EA	655.00	2620.00
4	4		ZHD1000S *ZHD1000 BRACKET SMALL*	EA	37.50	150.00
4	4		ZHD1000L *ZHD1000 BRACKET LARGE*	EA	56.25	225.00

THANK YOU FOR YOUR ORDER. PLEASE REVIEW THE ORDER ACKNOWLEDGEMENT AND LET US KNOW IF THERE ARE ANY DISCREPANCIES. WE APPRECIATE YOUR BUSINESS. PLEASE VISIT US ONLINE AT www.zumar.com

OK TO PAY
PUBLIC WORKS
ST. MAINTENANCE

Paid By	CW
V#	00978990
PO #	18FY0597
A/C #	2300-72-0000-4236

Customer Copy

Sales Amount	2995.00
Discount	
Sales Tax	262.06
Freight	.00
Total Due	3257.06

3272.04
(see Attached Report)

#13.

DUPLICATE

INVOICE

Zumar Industries, Inc
Remit to: 12015 Steele Street South
Tacoma, WA 98444-1300
562.941.4633 Fax:562.941.4643

Invoice #	0170792
Date	06/29/17
Page #	1

Bill To:	Ship To:
CITY OF COMPTON 002023 PUBLIC WORKS DEPT. ATTN: LISA SMITH 205 S. WILLLOBROOK AVE. COMPTON CA 90220 Fax:	CITY OF COMPTON WILL CALL SANTA FE SPRINGS CA

Order #	Order Date	Cust #	Sls	Purchase Order #	Ship Via	Ship Date	Terms
0166753	06/26/17	002023	GE	MARCUS HARRIS	WILL CALL	06/29/17	NET 30

Order	Ship	B/O	Item #/Description	UM	Cost	Extended
200		200	SPECIAL 1824R 8P545 *SPECIAL 18X24 080 PREFAB 3930 1160A* *STREET SWEEPING SIGNS..* *DAYS AND TIMES PENDING....*	EA	31.15	.00
100		100	CONE28764 *TRAFFIC CONE 28" (7 LBS) W/4" AND 6" BANDS* *STENCILED "CITY OF COMPTON"*	EA	17.25	.00
100	100		BAR1 *BARRICADE TYPE I 24"X8'/6" WOOD EG 14GA GALV LEGS* *STENCILED "CITY OF COMPTON"*	EA	26.10	2610.00

THANK YOU FOR YOUR ORDER. PLEASE REVIEW THE ORDER ACKNOWLEDGEMENT AND LET US KNOW IF THERE ARE ANY DISCREPANCIES. WE APPRECIATE YOUR BUSINESS. PLEASE VISIT US ONLINE AT www.zumar.com

OK TO PAY
PUBLIC WORKS
ST. MAINTENANCE

AN
0097899D
16FY0597
LISTED

Customer Copy

Sales Amount	2610.00
Discount	
Sales Tax	228.38
Freight	.00
Total Due	2838.38

DUPL

INVOICE

Zumar Industries, Inc
Remit to: 12015 Steele Street South
Tacoma, WA 98444-1300
562.941.4633 Fax:562.941.4643

Invoice #	0171396
Date	08/10/17
Page #	1

Bill To:	Ship To:
002023 CITY OF COMPTON PUBLIC WORKS DEPT. ATTN: LISA SMITH 205 S. WILLLOBROOK AVE. COMPTON CA 90220 Fax:	CITY OF COMPTON WILL CALL SANTA FE SPRINGS CA

Order #	Order Date	Cust #	Sls	Purchase Order #	Ship Via	Ship Date	Terms
0166753	06/26/17	002023	GE	MARCUS HARRIS	WILL CALL	08/10/17	NET 30

Order	Ship	B/O	Item #/Description	UM	Cost	Extended
200	200		SPECIAL 1824R 8P545 *SPECIAL 18X24 080 PREFAB 3930 1160A* *STREET SWEEPING SIGNS..* *DAYS AND TIMES PENDING....*	EA	31.15	6230.00
100	100		CONE28764 *TRAFFIC CONE 28" (7 LBS) W/4" AND 6" BANDS* *STENCILED "CITY OF COMPTON"*	EA	17.25	1725.00

THANK YOU FOR YOUR ORDER. PLEASE REVIEW THE ORDER ACKNOWLEDGEMENT AND LET US KNOW IF THERE ARE ANY DISCREPANCIES. WE APPRECIATE YOUR BUSINESS. PLEASE VISIT US ONLINE AT www.zumar.com

OK TO PAY
PUBLIC WORKS
ST. MAINTENANCE

DN
0097899D
16F10597
USED
(F)

Customer Copy

Sales Amount	7955.00
Discount	
Sales Tax	735.84
Freight	.00
Total Due	8690.84

FEB 0 8 2018

01/10/18
09:15 AM

ZUMAR INDUSTRIES, INC. (CA)

Detail Aging Report As Of 01/10/18

Based On Invoice Date
Numeric Sort From 002023 To 002023

Invoice	Due	PO Number	Number	Terms	Type	Future	Current	30-Days	60-Days	90-Days	120-Days	Balance
002023 CITY OF COMPTON			**(310-605-5505)**				~~LISA SMITH~~ **A/P**					
0170638	07/31/17	VBL-JAMES W0166794	1		S						3272.04	3272.04
0170792	06/29/17	MARCUS HARR0166753	1		S						2838.38	2838.38
0171396	08/10/17	MARCUS HARR0166753	1		S						8690.84	8690.84
			Totals:			**0.0**	**0**	**0.**	**000**	**.00**	**0.00** 148	**01.26** 14801.26
						0.00	0.00	0.00	0.00	0.00	14801.26	14801.26
Grand Total:							**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**14801.26** **14801.26**

2300 7200 0000

4236

OK TO PAY

#13.

Online Solutions LLC
1101 E. Warner Rd Suite 160
Tempe, AZ 85284
(800)325-9818x703
jim@citizenserve.com
www.citizenserve.com

citizenserve®

BILL TO
City of Compton Code Enforcement 205 S Willowbrook Ave Compton, CA 90220

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
2626	03/26/2017	$10,800.00	03/26/2017	Due on receipt	

ACTIVITY	QTY	RATE	AMOUNT
Annual Billing Annual billing for 12 Citizenserve user subscriptions (7/1/2017 through 6/30/2018)	12	900.00	10,800.00

Robert Childs
Cecil Chavers
Ruther Daniels
Francisco Gutierrez
Charles Mckinney
Andre Wright
Patricia Sweet
Joe Torres
Erika Arteaga
Lance Williams
Gail Dixon-McMahon
Cecil Rhambo

BALANCE DUE **$10,800.00**