

NOTICE

COMPTON CITY COUNCIL AGENDA Tuesday, March 20, 2018 5:30 PM

HEARING(S)

5:35 P.M. PUBLIC HEARING - TO DECLARE ITS INTENTION TO VACATE A SECTION OF EXCESS PUBLIC RIGHT-OF-WAY, LOCATED ON THE EAST SIDE OF NORTH MONA BOULEVARD ADJACENT TO 126 EAST ORIS STREET (STREET VACATION NO.17-01 (Item #5))

ACTION HEARING CLOSED

OPENING

MOMENT OF SILENCE

ROLL CALL

INTRODUCTION OF SPECIAL GUESTS

COMMENDATORY RESOLUTIONS/PRESENTATIONS

1. PROCLAMATION PROCLAIMING WOMEN'S HISTORY MONTH
(Councilwoman Tana McCoy)

ACTION REAGENDAD

2. PROCLAMATION HONORING TOP LADIES OF DISTINCTION
(Councilwoman Tana McCoy)

ACTION REAGENDAD

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

ACTION PRESENTATION MADE

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

4. FEBRUARY 27, 2018

ACTION APPROVED

REPORTS OF OFFICERS AND COMMISSIONS

END CONSENT AGENDA

REGULAR AGENDA

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

CITY MANAGER'S REPORT

CITY ATTORNEY'S REPORTS

UNFINISHED BUSINESS

NEW BUSINESS

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ORDERING THE VACATION OF A SECTION OF EXCESS PUBLIC RIGHT-OF-WAY APPROXIMATELY 43 FEET BY 308 FEET, LOCATED ON THE EAST SIDE OF NORTH MONA BOULEVARD LOCATED ADJACENT TO 126 EAST ORIS STREET, IN COMPTON (STREET VACATION NO. 17-01)

ACTION RESOLUTION 24,751

6. 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)

ACTION RESOLUTION 24,753

7. 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

ACTION RESOLUTION 24,754

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT AND ESTABLISH A PURCHASE ORDER FOR ASHLEY SANELLO, M.D. FOR SERVICES AS MEDICAL DIRECTOR OF EMERGENCY MEDICAL SERVICES FOR THE CITY OF COMPTON FIRE DEPARTMENT (\$51,000)

ACTION RESOLUTION 24,752

APPROVAL OF WARRANTS

9. Warrant # 244214 - Date - 3/15/18 - Name - Federal Express Corp - Services - Delivery service for confidential documents - Amount - \$65.49 - Requested by: Fire
Warrant # 244218 - Date - 3/15/18 - Name - Tonnie Turner - Services - Commission for Women luncheon - Amount - \$2,000.00 - Requested by: City Manager

Total Amount: \$2,065.49

ACTION APPROVED

10. Warrant # 244143 - Date - 3/13/18 - Name - Evan Brooks Associates Inc - Services - Consultation for transportation, engineering, and transit oriented development - Amount - \$11,597.75 - Requested by: Public Works
Warrant # 244154 - Date - 3/13/18 - Name - Humble Communications Inc - Services - Installation of connection cables at Fire Station # 3 - Amount - \$1,805.97 - Requested by: General Services
Warrant # 244190 - Date - 3/13/18 - Name - Sonsray Machinery LLC - Services - Emergency repair of case loader - Amount - \$6,791.50 - Requested by: Public Works
Warrant # 244210 - Date - 3/13/18 - Name - Willdan Financial Services - Services - Lighting & Landscape and Sewer charges annual district administration fees - Amount - \$16,450.00 - Requested by: Public Works

Total Amount: \$36,645.22

ACTION APPROVED

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: Tuesday, March 27, 2018 @ 5:30 PM.

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

FEBRUARY 27, 2018

The Compton City Council meeting was called to order at 5:42 p.m. in the Council Chambers of City Hall by Mayor Aja Brown. The Pledge of Allegiance and Moment of silence ceremonies were also led by Mayor Aja Brown.

ROLL CALL

Council Members Present – Zurita, McCoy, Sharif, Brown

Council Members Absent – Galvan (Entered at 6:46 p.m.)

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

INTRODUCTION OF SPECIAL GUESTS

1. JULIA BROWN, LA METRO - Power Point Presentation - I-710 Freeway

Ms. Julia Brown and **Mr. Ernesto Chavez** offered a power point presentation regarding the I-710 Freeway project, and detailed several alternatives to improve and modernize the freeway along with the intersections and freeway exchanges. The complete power point presentation is on file and available for review in the City Clerk's Office.

The Mayor and Council thanked Ms. Brown and Mr. Chavez for their informative presentation.

Mayor Brown invited the community to attend the next L. A. Metro meeting which will be on March 1, 2018 at 9:00 a. m. at the Metro Board Conference Room, One Gateway Plaza, 3rd Floor, Los Angeles, CA. The community will have an opportunity to provide input and ask questions regarding the I-710 Freeway Project.

COMMENDATORY RESOLUTIONS/PRESENTATIONS

2. **RECOGNITION - Karen Collins-Lewis -Creator of the African American Miniature Museum** (Mayor Aja Brown)

The Mayor and Council presented a certificate of recognition and commendation to **Ms. Karen Collins-Lewis** and her husband, Mr. Lewis, for providing the African American Miniature Museum. Ms. Collins-Lewis is the creator and curator of the African American Miniature Museum which exhibits her handcrafted dolls in shadow boxes that tell the stories of Black History and rich Culture. Ms. Collins-Lewis has been featured by the Los Angeles Times and was honored as a 2011 "Freedom Sister" at the Museum of Tolerance. Her museum travels to schools and libraries.

The Mayor and Council commended and congratulated Ms. Collins-Lewis for her hard work and dedication in creating the museum and for highlighting the importance of educating everyone on Black History. The African American Miniature Museum is currently on exhibit at the Dollarhide Community Center.

INTRODUCTION OF SPECIAL GUESTS

FORMER SENATOR DIANE WATSON – Mayor Brown and the **City Council** recognized and acknowledge Retired U. S. Congresswoman Diane Watson and praised and commended her for her leadership, love, inspiration, and dedication to the community and the Nation.

Ms. Watson addressed the City Council and expressed her condolences on the passing of **Former Mayor Doris Davis**. Ms. Watson expressed her love and admiration for Ms. Davis, who was truly a trailblazer as she was the first Black woman to serve as Mayor of a major metropolitan city in the United States west of the Mississippi.

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Robert Ray, Red Cross Ambassador, addressed the Council and reminded everyone to obtain an application and register for CPR and First Aid Certification at the cost of \$5 per person. The workshop will be at the Dollarhide Center and the deadline is March 21, 2018. Mr. Ray also noted that free smoke detectors will be provided for the residents of Compton. Red Cross needs monetary and blood delivery volunteers. He concluded by requesting those interested to visit: redcross.org.

Rev. K. W. Tulloss, Field Representative for Congresswoman Nanette Barragan, addressed the Honorable Body and invited the community to attend an informative meeting event on Thursday, March 1, 2018 at the field office in City Hall from 4 to 6 p.m. Congresswoman Barragan will be discussing and highlighting legislative information with the community.

Benjamin Holifield, President-Compton Business Chamber, spoke before the Council regarding growing businesses and funds for the City. Mr. Holifield urged the Council to work together to clean-up and improve the City. He then presented a collage of artwork honoring President Barack Obama and the history of the City of Compton, and further petitioned a street name change from Willowbrook Avenue to 'Barack Obama' Boulevard.

Maria Villarreal, Latino Chamber of Commerce, spoke before the Council and informed the community of their new office location at 2023 Long Beach Blvd. Compton. Ms. Villarreal complained that many of the local businesses on Alondra Boulevard are having issues with the phone lines, and requested that AT&T and the City provide assistance. Ms. Villarreal complained about the brown water coming from her tap as well as the extremely high water rates.

David Irons, Compton resident, stated that he is an advocate for the homeless individuals in the City. Mr. Irons spoke regarding the water filtering system in the City.

Cindy Santoyo, Compton resident, questioned the warrants on the agenda and the cost for translation. Ms. Santoyo suggested that the City hire local college students to provide translation services.

Rodney Andrews, Compton resident, announced that March is national Multiple Sclerosis (MS) awareness month. Mr. Andrews commended Councilwoman Zurita for her dedication and service to the community.

Diana Medel, Field Deputy for Assemblyman Mike Gipson, addressed the Council and community and noted that Assemblyman Gipson is partnering with Charles R. Drew University of Science and Medicine to provide a Healing Circle on Thursday, March 1, 2018 from 4 p.m. to 6 p.m. The purpose of the Healing circle is to provide a safe space to heal, share and expressed their thoughts and concerns. The circle welcomes all immigrant families, allies and community members who are seeking to uplift spirits and support our DACA dreamers. Attorneys will be available for DACA renewals and/or consultations.

Navaline Smith, Compton resident, addressed the Council and commended Mayor Brown for the very successful Compton Leadership Breakfast held on February 24, 2018. Ms. Smith stated that the event was very inspirational adding that it was great to see Compton Champions working together and being recognized and awarded for their good deeds.

Dr. Matthew Harris, Executive Director of Project IMPACT, addressed the Council and presented material regarding Project IMPACT, which offers an evidence-based Parenting Program to the parents of our community and support them in their efforts of nurturing the children in their care. Dr. Harris spoke in support of Economy Tree Care; which is more than a tree trimming company, as they give back to the youth of the community by providing horticulture, community beautification, career insights, job readiness and on-the-job training. Dr. Harris explained that through the EMERGE Program, he and Economy Tree Care will work with 100 youth in Compton to provide educational services, job readiness and other vital training resources.

Joyce Kelly, Compton resident, addressed the Council regarding the Black History Month Program, stating that Negro Spirituals must be a part of every Black History Program, as it was the method whereby the slaves communicated with one another. Ms. Kelly questioned why the Mayor has opened a satellite office at the transit center, and concluded by questioning why the need for such high travel expenses, noting that there are rules governing the use of the City’s credit card.

Lynn Boone, Compton resident, addressed Item No. 21 and indicating that the streets are being re-paved under CDBG (Community Development Block Grant) funding, which should be re-evaluated. Ms. Boone then addressed Item No. 20 (VOA lease) and noted that the City should not be providing reduced lease amounts to a non-profit organization that has not come before the Body to specify who they are serving in the Compton community. Ms. Boone noted that the Mayor does not have the authority to move her office to the Transit Center.

CONSENT AGENDA

Councilmember Zurita requested that Item Number 6 be removed from the Consent Agenda and voted on separately.

APPROVAL OF MINUTES

3. JANUARY 24, 2018
JANUARY 30, 2018 - SPECIAL

CITY MANAGER/CITY ATTORNEY/CITY TREASURER REPORTS

4. INVESTMENT REPORT- December 2017 (**Received and Filed**)

CITY FIRE DEPARTMENT

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER FOR BEST BUY FOR BUSINESS FOR THE PURCHASE OF TWELVE (12) DESKTOP COMPUTERS FOR THE FIRE DEPARTMENT (\$17,377.92) (**Approved Resolution Number 24,737**)

GENERAL SERVICES

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE LEASE AGREEMENT WITH THE ASSEMBLY COMMITTEE ON RULES, CALIFORNIA STATE ASSEMBLY TO EXTEND THE TERM OF THE LEASE FOR TWELVE (12) MONTHS FOR DISTRICT OFFICE SPACE IN COMPTON CITY HALL (**Approved Resolution Number 24,738**)

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

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

END CONSENT AGENDA

CITY TREASURER

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING AUTHORIZED SIGNATURES ON CERTAIN ACCOUNTS AND NAMING CERTAIN CITY EMPLOYEES AS AUTHORIZED SIGNATORIES ON THOSE ACCOUNTS

#4.

It was moved by McCoy, seconded by Sharif, for discussion.

Councilwoman Zurita questioned if the individuals listed in Section 2 of the resolution are the same 3 individuals who were signatories on the City’s accounts when the recent embezzlement occurred.

City Manager Rhambo replied affirmatively adding that these are the signatories that have been designated by the City Treasurer.

Resolution Number 24,739 entitled ‘**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING AUTHORIZED SIGNATURES ON CERTAIN ACCOUNTS AND NAMING CERTAIN CITY EMPLOYEES AS AUTHORIZED SIGNATORIES ON THOSE ACCOUNTS**’ was adopted by the following vote on roll call:

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

REGULAR AGENDA

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

8. APPOINTMENT(S) OF OFFICERS, COUNCIL MEMBERS, BOARDS/COMMISSIONS AND COMMITTEES

MULTI-JURISDICTIONAL ASSOCIATION AND COMMITTEES FOR CITY OF COMPTON REPRESENTATION

Councilmember Sharif moved to approve the item for discussion. The motion was seconded by McCoy.

Councilmember Sharif noted that she has received numerous complaints regarding the fact that no representative from the City of Compton attended the I-710 Freeway Project meeting. Councilmember Sharif offered a statement that at a regular City Council meeting on September 22, 2015 Councilwoman Zurita was appointed as the City of Compton’s representative and Emma Sharif was appointed as alternate to the Gateway Cities Council of Governments 710 Freeway Project. Sharif further indicated that since she was the alternate and was attending to her other duties, and apologized to the community for not having representation from Compton at the meetings.

Councilmember Zurita commented that Councilwoman Sharif has the authority and ability to attend any meeting she wishes.

RESIGNATION/APPOINTMENT TO GATEWAY CITIES COUCIL OF GOVERNMENTS – 710 Freeway Project

Councilwoman Zurita then offered her resignation from the Gateway Cities Council of Governments – 710 Freeway Project and then suggested that Councilman Galvan be appointed in her place. On motion by Galvan, seconded by Zurita, the resignation was accepted by the following vote on roll call:

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

On motion by McCoy, seconded by Galvan, Councilman Galvan was appointed to the Gateway Cities Council of Governments – 710 Freeway Project by the following vote on roll call:

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

RESIGNATION/APPOINTMENT TO GATEWAY CITIES COUCIL OF GOVERNMENTS – 91/605 Freeway Project

Councilwoman Zurita offered her resignation from the Gateway Cities Council of Governments – 91/605 Freeway Project and suggested that Council Galvan be appointed to fill the vacancy.

On motion by Galvan, seconded by McCoy, the resignation was accepted by the following vote on roll call:

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

On motion by McCoy, seconded by Galvan, Councilman Galvan was appointed to the Gateway Cities Council of Governments – 91/605 Freeway Project by the following vote on roll call:

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

CITY MANAGER'S REPORT

9. REQUEST FOR USE OF CITY COUNCIL CHAMBERS BUILDING, CITY HALL LOBBY AREA AND FEE WAIVER FOR REPAST SERVICES FOR (FORMER) **HONORABLE MAYOR DORIS DAVIS** (Proposed Dates: March 8th, 9th, and 10th, 2018)

City Manager Cecil Rhambo, Jr. announced that the family of the **Honorable Doris Davis, former Mayor**, has requested that the City Council approve a request to use the City Council Chambers and Council Community Meeting Room Thursday, March 8, 2018 through March 10, 2018 and the City Hall Lobby area on March 10, 2018 to mourn and celebrate the passing of Mayor Davis, along with a request that the fees associated with such uses be waived.

On motion by Sharif, seconded by Galvan, the request was approved by the following vote on roll call:

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

After further discussion, Councilmember McCoy offered an amended motion to extend the memorial services hours to 2 p.m. on March 10, 2018. The motion was seconded by Sharif and approved by the following vote on roll call:

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

10. A REQUEST TO SCHEDULE A JOINT PUBLIC HEARING - HOUSING AUTHORITY 2018 PUBLIC HOUSING AUTHORITIES (PHA) ANNUAL PLAN (APRIL 17, 2018 AT 5:50 P.M.)

On motion by Zurita, seconded by McCoy, the hearing was scheduled for **April 17, 2018 at 5:50 p.m.** by the following vote on roll call:

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

11. A REQUEST FOR FEE WAIVER FOR DOLLARHIDE COMMUNITY CENTER TO HOST REPAST FOR MICAH WILLIAMS, DAUGHTER OF MICHAEL WILLIAMS

#4.

On motion by Zurita, seconded by Galvan, the request was approved by the following vote on roll call:

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

12. A REQUEST FOR FEE WAIVER FOR BURRELL MACDONALD PARK
COMMUNITY CENTER TO HOST REPAST FOR THE MOTHER OF RICHARD
AND CLEO DAVIS

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

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

13. POWER POINT PRESENTATION - COMPTON STREET IMPROVEMENT -
PUBLIC WORKS DEPARTMENT

Wendell Johnson, Interim Public Works Director, offered a power point presentation regarding the Compton Street Improvement Project. The complete presentation is on file and available for review in the City Clerk’s Office.

Mayor Brown expressed her disappointment at the lack of detailed timelines for completion, funding sources and other pertinent information which was omitted from the presentation.

CITY ATTORNEY'S REPORTS

CLOSED SESSION

14. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION One
Potential Case Pursuant to California Government Code Section 54956.9(b) (**Item Re-
agendad**)

PUBLIC EMPLOYEE PERFORMANCE EVALUATION Titles: City Controller
Pursuant to California Government Code Section 54957

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

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

UNFINISHED BUSINESS

15. 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 (Second Reading)

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

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

On motion by McCoy, seconded by Galvan, **Ordinance Number 2,297** 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 adopted by the following vote on roll call:

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

NEW BUSINESS

16. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR TREE MAINTENANCE SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR UNITED PACIFIC SERVICES, INC. FOR CITYWIDE TREE MAINTENANCE SERVICES (\$400,000)

It was moved by Galvan, seconded by McCoy, for discussion.

Councilman Galvan questioned why Staff suggested a different contractor, in light of the fact that Trimming Land Company has successfully trimmed the trees for six years.

City Manager Rhambo explained that Public Works Staff reviewed each of the proposals submitted by the three qualified tree trimming companies. The evaluations used by the selection committee were based on the completeness of the proposal, each company’s demonstrated understanding of the scope of services, quality of the work previously performed by the company and the resources required to perform the required services, as well as other criteria.

Councilman Galvan then asked which company was the lowest bidder.

Interim Public Works Director Wendell Johnson further noted that this is a professional services contract and the final analysis of the companies is not based on bid amount alone, as there is no quantitative way of comparing the bids. Mr. Johnson further indicated that the City does not possess the tree informational data which was collected by Trimming Land Company.

Mr. Angel Sotelo, representing Trimming Land Company, then explained that his company has assessed and identified each tree in the City, creating an annual service grid and compiled a file containing this information. Mr. Sotelo then indicated, that his company would freely forward the information to Public Works, if it is requested by the City.

After further discussion, Councilman Galvan offered an amended motion to award the tree trimming contract services to **Trimming Land Company**. The motion was seconded by Zurita and **Resolution Number 24,740** entitled ‘**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR TREE MAINTENANCE SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR TRIMMING LAND COMPANY FOR CITYWIDE TREE MAINTENANCE SERVICES**’ (\$400,000) was adopted by the following vote on roll call:

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

17. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DECLARING ITS INTENTION TO VACATE A SECTION OF EXCESS PUBLIC RIGHT-OF-WAY, APPROXIMATELY 43 FEET BY 308 FEET, LOCATED ON THE EAST SIDE OF NORTH MONA BOULEVARD LOCATED ADJACENT TO 126 EAST ORIS STREET, IN COMPTON (STREET VACATION NO. 17-01), AND SETTING A CITY COUNCIL PUBLIC HEARING DATE, TIME AND LOCATION ON THE PROPOSED VACATION (March 20, 2018 at 5:35 p.m.)

#4.

On motion by McCoy, seconded by Sharif, **Resolution Number 24,741** entitled ‘**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DECLARING ITS INTENTION TO VACATE A SECTION OF EXCESS PUBLIC RIGHT-OF-WAY, APPROXIMATELY 43 FEET BY 308 FEET, LOCATED ON THE EAST SIDE OF NORTH MONA BOULEVARD LOCATED ADJACENT TO 126 EAST ORIS STREET, IN COMPTON (STREET VACATION NO. 17-01), AND SETTING A CITY COUNCIL PUBLIC HEARING DATE, TIME AND LOCATION ON THE PROPOSED VACATION (March 20, 2018 at 5:35 p.m.)**’ was adopted by the following vote on roll call:

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

18. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2017-2018 FISCAL YEAR BUDGET TO TRANSFER FUNDS AND AUTHORIZING THE CITY MANAGER TO CONTRACT WITH AND ISSUE A PURCHASE ORDER TO ZOLL MEDICAL CORPORATION FOR THE PURCHASE AND MAINTENANCE OF FOUR (4) CARDIAC MONITORS FOR THE FIRE DEPARTMENT (\$131,085.49)

On motion by Zurita, seconded by McCoy, **Resolution Number 24,742** entitled ‘**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2017-2018 FISCAL YEAR BUDGET TO TRANSFER FUNDS AND AUTHORIZING THE CITY MANAGER TO CONTRACT WITH AND ISSUE A PURCHASE ORDER TO ZOLL MEDICAL CORPORATION FOR THE PURCHASE AND MAINTENANCE OF FOUR (4) CARDIAC MONITORS FOR THE FIRE DEPARTMENT**’ (\$131,085.49)

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

19. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR GENERAL PUMP COMPANY FOR PROVISION OF WELL AND BOOSTER PUMP TECHNICAL AND MAINTENANCE SERVICES (\$77,000)

On motion by Zurita, seconded by McCoy, **Resolution Number 24,743** entitled ‘**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR GENERAL PUMP COMPANY FOR PROVISION OF WELL AND BOOSTER PUMP TECHNICAL AND MAINTENANCE SERVICES**’ was adopted by the following vote on roll call:

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

20. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE EXISTING LEASE AGREEMENT BETWEEN THE CITY OF COMPTON AND VOLUNTEERS OF AMERICA OF LOS ANGELES FOR ADDITIONAL OFFICE SPACE AT THE NEIGHBORHOOD CENTER - 600 NORTH ALAMEDA STREET

It was moved by Sharif, seconded by McCoy for discussion.

Councilmember Zurita questioned whether Volunteers of America (VOA) would be leasing the property at market value rate.

City Manager Rhambo replied that the market rate is \$1.97 per square foot, however, VOA will be leasing the property at the rate of \$1.00 per square foot.

The motion was approved by the following vote on roll call:

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

21. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2017-2018 FISCAL YEAR BUDGET TO TRANSFER FUNDS BETWEEN ACCOUNTS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSTRUCTION CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR PALP, INC. DBA EXCEL PAVING COMPANY FOR THE STREET REHABILITATION PROJECT CDBG #13-01 (\$1,775,400)

On motion by Zurita, seconded by McCoy, **Resolution Number 24,745** entitled ‘**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2017-2018 FISCAL YEAR BUDGET TO TRANSFER FUNDS BETWEEN ACCOUNTS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSTRUCTION CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR PALP, INC. DBA EXCEL PAVING COMPANY FOR THE STREET REHABILITATION PROJECT CDBG #13-01**’ was adopted by the following vote on roll call:

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

APPROVAL OF WARRANTS

22. Warrant # 243680 - Date - 2/20/18 - Name - Driscoll Electric - Services - Emergency electrical repair at fire station # 1 - Amount - \$5,000.00 - Requested by: Fire

Warrant # 243691 - Date - 2/20/18 - Name - Jose Luis Gonzalez Tele Digital Media - Services - Spanish translation for weekly council agenda - Amount - \$500.00 - Requested by: City Manager

Warrant # 243703 - Date - 2/20/18 - Name - MuniServices - Services - Utility user, SUTA, and STARS tax services - Amount - \$15,851.45 - Requested by: City Manager

Total amount: \$21,351.45

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

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

23. Warrant # - 243561 - Date - 2/8/18 - Name - Yale/Chase Equip and Srvcs. INC - Services - Repair, removal, and replacement of fuel level gauge - Amount - \$3,321.69 - Requested by: Water

Warrant # - 243649 - Date - 2/15/18 - Name - First American Title CO - Services - Payment for First time homebuyer program - Amount - \$80,000.00 - Requested by: City Manager (**Warrant re-agenda**)

Total Amount: \$83,321.69

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

#4.

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

COUNCIL COMMENTS

Councilperson Galvan offered the following communications/announcements:

- Thanked the Seniors for attending his Valentine’s Day Luncheon, noting that a great time was had by all. He also thanked Marvin Hunt and the Parks and Recreation Staff for their assistance with the event.
- Apologized to the Mayor and City Clerk for his behavior earlier in the meeting.
- Invited everyone to attend his 5th Annual Easter Basket Giveaway on Saturday, March 31, 2018 from 10 a.m. to 2 p.m. at Wilson Park, 123 N. Rose Avenue, Compton.

Councilperson Zurita offered the following communications/announcements:

- Welcomed ***Dickies Barbecue*** restaurant to the City located at the Compton Towne Center and invited everyone to visit the restaurant.
- Requested that the City Manager return to the Council with a policy and plan whereby all City funds must be received and filed by the Council, in an attempt to safeguard the City’s funds.
- Urged the City Manager to repair the dangerous potholes at the Wilmington exit from the 91 Freeway as soon as possible.
- Invited the community to her Spring Wellness and Community Day Jubilee which will be held March 24, 2018 from 10 a.m. until 2 p.m. at Gonzales Park, 1101 Cressey Street. This event will be in conjunction with the CUSD, the YAL and other sponsors and will provide free food, clothing, entertainment and health screenings.

Councilperson McCoy offered the following communications/announcements:

- Invited everyone to attend her District 3 Town Hall Meeting on April 12, 2018 beginning at 6 P.m. at Burrell-McDonald Park, 2516 W. Alondra Blvd., Compton. The Sheriff’s Department will be present to address crime statistics and district concerns.
- Announced that the next Compton Creek Clean-up will be in conjunction with DeMenno/Kerdoon on April 21, 2018 beginning at 8 a.m.
- Thanked the Staff of the Parks and Recreation Department for the wonderful **Black History Month Celebration** event.
- Adjourn in memory of **former Mayor Doris Davis**.

Councilperson Sharif offered the following communications/announcements:

- Thanked everyone for supporting the Black History Month celebration, noting that it would be fantastic if we could all work together to make the program even more successful next year.
- Requested that the old street pole bannister flags be replaced with ‘Shop Compton’ banners.

- Celebrated Black History Month by honoring and quoting trailblazer and icon ***Congresswoman 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: ***“America is composed of all kinds of people – part of the difficulty in our nation today is due to the fact that we are not utilizing the abilities and the talents of other brown and black peoples and females that have something to bring to the creativity and rejuvenation and the revitalization of this country.”***

Mayor Brown offered the following communications/announcements:

- Commented on the success of the ‘Black Love’ Docu-series event which highlighted various couples and their lives together and commended the successful “Open Mic” event recently held and thanking Amber Riley and host Jennifer Beasley for their assistance.
- Invited the community to participate in her **‘Virtual’ Town Hall Meeting** which will be held on Facebook *“Live”* on March 8, 2018 beginning at 5:30 p.m. The Mayor invited those interested to visit her Facebook page or the City’s Home page at comptoncity.org. for more information.
- Noted that March is ‘Women’s History Month’ and the BLOOM 2.0, Project which is a Young Ladies Empowerment Initiative, is currently accepting applications. Mayor Brown urged prospective Mentees and Mentors to visit her City webpage to download and submit an application.
- Requested that the City Manager bring forward an information pamphlet answering the most frequently asked questions which will be disseminated to the residents.
- Requested a status report on the City’s hotel improvements.

CLOSED SESSION

On motion by Zurita, seconded by McCoy, the Council recessed to closed session at 9:33 p.m. by the following vote on roll call:

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

The meeting reconvened at 11:08 p.m.

ROLL CALL

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

REPORT OUT OF CLOSED SESSION

Craig Cornwell, City Attorney reported out that all Council Members were present, and further indicated that there was no reportable action taken during the closed session.

ADJOURNMENT

On motion by Galvan, seconded by Sharif, the meeting was adjourned in memory of the **Honorable Doris Davis** and **Elmer Brown** at 11:09 p.m. by the following vote on roll call:

AYES: **Council Members – Galvan, Sharif, McCoy**

NOES: **Council Members - None**

ABSENT: **Council Members - Zurita, Brown**

CITY CLERK OF THE CITY OF COMPTON

MAYOR OF THE CITY OF COMPTON

March 20, 2018

TO: MAYOR AND COUNCIL MEMBERS

**FROM: ROBERT DELGADILLO, (INTERIM) DIRECTOR
PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT**

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ORDERING THE VACATION OF A SECTION OF EXCESS PUBLIC RIGHT-OF-WAY APPROXIMATELY 43 FEET BY 308 FEET, LOCATED ON THE EAST SIDE OF NORTH MONA BOULEVARD LOCATED ADJACENT TO 126 EAST ORIS STREET, IN COMPTON (STREET VACATION NO. 17-01)

SUMMARY

The City Council will consider adopting a resolution ordering the vacation of a section of excess public right-of-way located on the east side of North Mona Boulevard located between Oris Street and Mealy Street.

BACKGROUND INFORMATION

On February 20, 2018, the City Council adopted Resolution No. 24,741, which declared its intention to vacate a portion of excess public right-of-way and scheduled a public hearing for March 20, 2018.

The Planning and Economic Development Department (“Department”) received a request from an adjacent property owner to vacate a section of excess public right-of-way, approximately 43 feet wide by 308 feet long, which has not been used for roadway purposes located adjacent to 126 East Oris Street, Compton. The proposed public right-of-way vacation is connected to Conditional Use Permit Case No. 17-033, a request to redevelop the area to be vacated along with the adjacent site located at 126 East Oris Street, Compton, to redevelop a 4.37 acre site with a 94,887 square foot speculative industrial development.

Section 65402 of the California Government Code requires the Planning Commission to review all vacations for conformity with the General Plan. On February 14, 2018, the Planning Commission adopted Resolution No. 3991, which declared that the proposed street vacation (as legally described in Exhibit “A”), is in conformance with the goals and policies of the City of Compton’s 2010 General Plan.

Staff Report – Resolution Ordering Vacation
North Mona Blvd. between Oris and Mealy
Street Vacation No. 17-01
March 20, 2018, page 2 of 3

STATEMENT OF THE ISSUE

Provisions of Chapter 3, Part 3 of the California Streets and Highways Code grants the City Council authority to vacate any “street” or part of any “street that it finds is unnecessary for present or prospective public use.”

There are two (2) phases involved in the “street” vacation proceedings. The first (1st) phase is adoption by Council of a “Resolution of Intention to Vacate”, which describes the right-of-way to be vacated and sets a public hearing before the Council on the matter. The second (2nd) phase is the public hearing, whereby Council hears evidence and makes a determination as to whether or not the “street” is necessary for present or prospective public use. If found to be unnecessary, a “Resolution of Vacation” may be adopted.

The proposed vacation has been reviewed by the Public Works Department, which has determined that the area to be vacated is not necessary for any present or future public use, that the vacation serves the public interest and is a public benefit as it eliminates any maintenance costs and liabilities imposed on the City associated with the excess right-of-way area, and eliminates the need for code enforcement of the right-of-way.

It was determined that there are existing utilities located within the proposed public right-of-way vacation; thus, the public utilities and service providers were notified of the proposed street vacation. The public utility and service providers have no objections to the vacation so long as easements for the public utilities are reserved from the vacation pursuant to the Streets and Highway Code, Section 8340.

Additionally, in accordance with the provisions of Section 8322 of the Streets and Highways Code, notice of the time and place of the public hearing was published in the Compton Bulletin on March 7, 2018 and March 14, 2018 and posted along Mona Boulevard. The owner of the property adjacent to the proposed public right-of-way vacation was also notified by mail.

ALTERNATIVES

City Council may approve or reject the resolution ordering the proposed right-of-way vacation.

FINANCIAL IMPACT

Approval of the request will have no significant impact on municipal expenditures. The City will relinquish its future maintenance responsibility of an unused public right-of-way.

Staff Report – Resolution Ordering Vacation
North Mona Blvd. between Oris and Mealy
Street Vacation No. 17-01
March 20, 2018, page 3 of 3

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution ordering the vacation the excess right-of-way as described and shown on Exhibits 'A' and 'B'.

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

APPROVED FOR FORWARDING:

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ORDERING THE VACATION OF A SECTION OF EXCESS PUBLIC RIGHT-OF-WAY APPROXIMATELY 43 FEET BY 308 FEET, LOCATED ON THE EAST SIDE OF NORTH MONA BOULEVARD LOCATED ADJACENT TO 126 EAST ORIS STREET, IN COMPTON (STREET VACATION NO. 17-01)

WHEREAS, the City of Compton proposes to vacate a portion of the east side of North Mona Boulevard public right-of-way located adjacent to 126 East Oris Street, Compton, legally described on Exhibit “A” and as follows:

“THAT PORTION OF NORTH MONA BOULEVARD (FORMERLY WILMINGTON STREET), 99.00 FEET WIDE AS SHOWN ON THE MAP OF THE BOLAND TRACT IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS RECORDED IN BOOK 12 PAGE 73 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT POINT IN THE WESTERLY LINE OF LOT 4 OF SAID BOLAND TRACT, SAID POINT LYING 75.00 FEET NORTHERLY OF THE SOUTHWEST CORNER OF SAID LOT 4; THENCE WESTERLY AT RIGHT ANGLES TO THE WESTERLY LINE OF SAID LOT 4, SOUTH 86° 45’ 00” WEST 43.00 FEET; THENCE NORTHERLY, PARALLEL TO SAID WEST LINE OF LOT 4 NORTH 3° 15’ 00” WEST 87.62 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVED EASTERLY HAVING A RADIUS OF 194.00 FEET; THENCE NORTHERLY AND NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11° 59’ 51” AND AN ARC LENGTH OF 40.62 FEET; THENCE NORTH 8° 44’ 51” EAST 175.57 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 94.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 5° 26’ 30” AND AN ARC LENGTH OF 8.93 FEET TO A POINT IN THE WESTERLY LINE OF LOT 1 OF SAID BOLAND TRACT; THENCE SOUTHERLY ALONG THE WESTERLY LINES OF LOTS 1 THROUGH 4 INCLUSIVE SOUTH 3° 15’ 00” EAST 308.31 FEET TO THE POINT OF BEGINNING.”

SAID LAND CONTAINS 8,978 SQUARE FEET, MORE OR LESS.

As shown on Exhibit “B” attached hereto and by this reference made a part hereof; and

WHEREAS, the proposed public right-of-way vacation is connected to Conditional Use Permit Case No. 17-033, a request to redevelop 126 East Oris Street, Compton, a 4.37 acre site with a 94,887 square foot speculative industrial development; and

WHEREAS, an Initial Study and Mitigated Negative Declaration was prepared, processed and noticed in accordance with the California Environmental Quality Act (CEQA) (Public Resources Code, Division 13 §21000 et seq.); and

WHEREAS, the proposed vacation was reviewed by the Public Works Department, which has determined that the area to be vacated is not necessary for any present or future public use, that the vacation serves the public interest and is a public benefit as it eliminates any maintenance costs and liabilities imposed on the City associated with the excess right-of-way area; and

WHEREAS, on February 14, 2018, the Planning Commission adopted Resolution No. 3991, which declared that the proposed street vacation; as legally described above and in Exhibit “A”, which is attached hereto and incorporated herein; is

in conformance with the goals and policies of the City of Compton’s 2010 General Plan; and

RESOLUTION NO. _____

WHEREAS, there are existing utilities within this area and an easement for public utilities will be reserved from this vacation pursuant to the Streets and Highway Code, Part 3. Public Streets, Highways and Service Easement Vacation Law, Chapter 5 Reservation and Preservation of Easements, Article 1 Reservation of Easements, Section 8340; and

WHEREAS, provisions of Chapter 3, Part 3 of the California Streets and Highways Code grants the City Council authority to vacate any street or part of any street that it finds is unnecessary for present or prospective public use; and

WHEREAS, in its Resolution No. 24,741, adopted February 27, 2018, the City Council declared its intention to vacate a portion of a public right-of-way through proceedings conducted under the provisions of the Public Streets, Highways, and Service Easements Vacation Law appearing in Chapter 3, Part 3, of the California Streets and Highways Code, and set a public hearing date for March 20, 2018; and

WHEREAS, pursuant to Streets and Highways Code, notice of the date, time and place of the public hearing was published in the Compton Bulletin on March 7, 2018 and March 14, 2018 and posted along Mona Boulevard; and

WHEREAS, a hearing was held by the City Council on March 20, 2018, whereby evidence offered by all persons interested in the proposed vacation was heard.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMPTON RESOLVES AS FOLLOWS:

Section 1. That consistent with Section 8300 et seq. of the Streets and Highways Code, the City Council finds from all evidence submitted, that the public right-of-way described and shown Exhibits “A” and “B”, is unnecessary for present or prospective public use purposes.

Section 2. That the City Council therefore orders vacated, for public use purposes that section of public right-of-way, approximately 43 feet wide by 308 feet long, located on the east side of North Mona Boulevard, located adjacent to 126 East Oris Street, in Compton (Street Vacation No. 17-01), and legally described and shown on Exhibits “A” and “B”, both of which shall be on file in the City Clerk’s Office and the Planning and Economic Development Department.

Section 3. That, in accordance with Section 8340 of said Public Streets, Highways, and Service Easements Vacation Law, the public convenience and necessity shall require the reservation and exception from such vacation of easements and rights-of-way for works as follows:

- A. The City of Compton reserves and excepts from the vacation the easement and the right, at any time or from time to time, to construct, maintain, operate, replace, remove or renew sanitary sewers and storm drains and appurtenant structures in, upon, or over, and across said public right-of-way or any part thereof and, pursuant to any existing franchise or renewals thereof, or otherwise to construct, maintain, operate, replace, remove, renew, enlarge lines of pipe, conduits, cables, wires, poles, and other convenient structures, equipment, and fixtures for the operation of gas pipelines, telegraphic and telephone, lines, cable television lines and service equipment, railroad lines, and for the transportation or distribution of electric energy, petroleum and its products, ammonia, water, and for incidental purposes, including access to protect such works from all hazards in,

upon and over said public right-of-way and free access for the Sheriff and Fire Departments at all times.

RESOLUTION NO. _____

- B. Reserve an easement for the City of Compton Water Department and rights that are necessary to use, maintain, operate, repair, replace, remove, or renew said facilities.
- C. Reserve an easement for Southern California Edison and rights that are necessary to use, maintain, operate, repair, replace, remove, or renew said facilities.
- D. Reserve a 23-foot wide easement for covered storm drain and appurtenant structures, with ingress and egress purposes (11.50 feet on each side of the centerline of the drain) to the Los Angeles County Flood Control District (LACFCD) described herein attached Exhibit “C” and delineated on Exhibit “D”. The LACFCD maintains an existing Reinforced Concrete Box storm drain (Glen Avenue Drainage System) within the proposed Street vacation.

Section 4. That the City Clerk is directed to cause a certified copy of this Resolution to be recorded in the Office of the County Recorder of Los Angeles County, State of California.

Section 5. That the effective date of the vacation of said right-of-way shall be the date of recording of this Resolution.

Section 6. That copies of this Resolution shall be filed in the Offices of the City Clerk, City Manager, City Attorney, the Building and Safety, Fire, Public Works, Planning & Economic Development and Los Angeles County Sheriff Department (Compton Station).

Section 7. 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

RESOLUTION NO. _____

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-
ABSENT: COUNCIL MEMBERS-
ABSTAIN: COUNCIL MEMBERS-

CITY CLERK OF THE CITY OF COMPTON

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DECLARING ITS INTENTION TO VACATE A SECTION OF EXCESS PUBLIC RIGHT-OF-WAY APPROXIMATELY 43 FEET BY 308 FEET, LOCATED ON THE EAST SIDE OF NORTH MONA BOULEVARD LOCATED ADJACENT TO 126 EAST ORIS STREET, IN COMPTON (STREET VACATION NO. 17-01), AND SETTING A CITY COUNCIL PUBLIC HEARING DATE, TIME AND LOCATION ON THE PROPOSED VACATION (March 20, 2018 at 5:35 p.m.)

WHEREAS, a request has been made to vacate a portion of the east side of N. Mona Boulevard, the public right-of-way located adjacent to 126 E. Oris Street, Compton located between Mealy and Oris Streets, legally described on Exhibit "A" and as follows:

THAT PORTION OF NORTH MONA BOULEVARD (FORMERLY WILMINGTON STREET), 99.00 FEET WIDE AS SHOWN ON THE MAP OF THE BOLAND TRACT IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS RECORDED IN BOOK 12 PAGE 73 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT POINT IN THE WESTERLY LINE OF LOT 4 OF SAID BOLAND TRACT, SAID POINT LYING 75.00 FEET NORTHERLY OF THE SOUTHWEST CORNER OF SAID LOT 4; THENCE WESTERLY AT RIGHT ANGLES TO THE WESTERLY LINE OF SAID LOT 4, SOUTH 86° 45' 00" WEST 43.00 FEET; THENCE NORTHERLY, PARALLEL TO SAID WEST LINE OF LOT 4 NORTH 3° 15' 00" WEST 87.62 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVED EASTERLY HAVING A RADIUS OF 194.00 FEET; THENCE NORTHERLY AND NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11° 59' 51" AND AN ARC LENGTH OF 40.62 FEET; THENCE NORTH 8° 44' 51" EAST 175.57 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 94.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 5° 26' 30" AND AN ARC LENGTH OF 8.93 FEET TO A POINT IN THE WESTERLY LINE OF LOT 1 OF SAID BOLAND TRACT; THENCE SOUTHERLY ALONG THE WESTERLY LINES OF LOTS 1 THROUGH 4 INCLUSIVE SOUTH 3° 15' 00" EAST 308.31 FEET TO THE POINT OF BEGINNING.

SAID LAND CONTAINS 8,978 SQUARE FEET, MORE OR LESS.

As shown on Exhibit "B" attached hereto and by this reference made a part hereof.

WHEREAS, provisions of Chapter 3, Part 3 of the California Streets and Highways Code grants the City Council authority to vacate any street or part of any street that it finds is unnecessary for present or prospective public use; and

WHEREAS, the proposed vacation has been reviewed by the City of Compton Public Works Department and has determined that the area to be vacated is not necessary for any present or future public use and that the vacation serves the public interest and is a public benefit as it eliminates any maintenance costs and liabilities imposed on the City associated with the excess right-of-way area; and

1 WHEREAS, pursuant to Section 65402 of the Government Code of the State
2 of California requires the Planning Commission to review all vacations for conformity
3 with the general plan; and

4 WHEREAS, on February 14, 2018, the City of Compton Planning Commission
5 adopted Resolution No. 3991, which declared that the proposed street vacation as
6 legally described above and on Exhibit "A", is in conformance with the goals and
7 policies of the City of Compton's 2010 General Plan.

8 NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMPTON
9 RESOLVES AS FOLLOWS:

10 Section 1. That the City Council declares its intention to initiate and proceed
11 in vacating a section of excess public right-of-way, approximately 43 feet by 308 feet,
12 located on the east side of N. Mona Boulevard, located adjacent to 126 E. Oris
13 Street, in Compton (Street Vacation No. 17-01), located between Mealy and Oris
14 Streets, as legally described above, pursuant to provisions of the Chapter 3, Part 3 of
15 the California Streets and Highways Code.

16 Section 2. That Exhibits "A" and "B", the legal description and map of the
17 proposed vacation, is on file with both the City Clerk and the Planning Department of
18 the City of Compton.

19 Section 3. That notice is hereby given that the City Council of the City of
20 Compton will hold a public hearing on **Tuesday, March 20, 2018, at 5:35 PM** in the
21 Council Chambers located at Compton City Hall, 205 South Willowbrook Avenue,
22 Compton, where all persons interested in the proposed vacation may be heard.

23 Section 4. The City of Compton hereby directs the City Clerk to cause
24 notices of public hearing to be published pursuant to Section 8322 of the California
25 Streets and Highway Code and to be posted conspicuously along the portion of the
26 street proposed to be vacated pursuant to Section 8323 of the California Streets and
27 Highway Code.

28 Section 5. That a copy of this Resolution shall be filed in the Offices of the
29 City Clerk, City Manager, City Attorney, the Public Works and Community
30 Development Departments.

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

ADOPTED this 27th day of February, 2018.


MAYOR OF THE CITY OF COMPTON

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ATTEST:



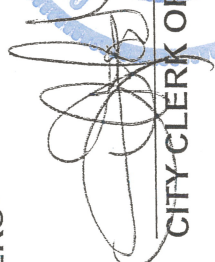
CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Ordinance 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 27th day of February, 2018.

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

AYES:	COUNCIL MEMBERS-	Zurita, Galvan, McCoy, Sharif, Brown
NOES:	COUNCIL MEMBERS-	None
ABSENT:	COUNCIL MEMBERS-	None
ABSTAIN:	COUNCIL MEMBERS-	None



CITY CLERK OF THE CITY OF COMPTON

**RESOLUTION NO. 3991
(STREET VACATION NO. 17-01)**

**A RESOLUTION OF THE CITY OF COMPTON PLANNING
COMMISSION FINDING THAT THE VACATION OF A SECTION OF
EXCESS PUBLIC RIGHT-OF-WAY, APPROXIMATELY 43 FEET BY 308
FEET, LOCATED ON THE EAST SIDE OF N. MONA BOULEVARD
LOCATED ADJACENT TO 126 E. ORIS STREET, IN COMPTON
(STREET VACATION NO. 17-01), IS IN CONFORMANCE WITH THE
CITY OF COMPTON'S 2010 GENERAL PLAN**

WHEREAS, the City of Compton proposes to vacate a portion of the east side of N. Mona Blvd. public right-of-way located adjacent to 126 E. Oris Street, Compton, legally described on Exhibit "A" and as follows:

THAT PORTION OF NORTH MONA BOULEVARD (FORMERLY WILMINGTON STREET), 99.00 FEET WIDE AS SHOWN ON THE MAP OF THE BOLAND TRACT IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS RECORDED IN BOOK 12 PAGE 73 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT POINT IN THE WESTERLY LINE OF LOT 4 OF SAID BOLAND TRACT, SAID POINT LYING 75.00 FEET NORTHERLY OF THE SOUTHWEST CORNER OF SAID LOT 4; THENCE WESTERLY AT RIGHT ANGLES TO THE WESTERLY LINE OF SAID LOT 4, SOUTH 86° 45' 00" WEST 43.00 FEET; THENCE NORTHERLY, PARALLEL TO SAID WEST LINE OF LOT 4 NORTH 3° 15' 00" WEST 87.62 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVED EASTERLY HAVING A RADIUS OF 194.00 FEET; THENCE NORTHERLY AND NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11° 59' 51" AND AN ARC LENGTH OF 40.62 FEET; THENCE NORTH 8° 44' 51" EAST 175.57 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 94.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 5° 26' 30" AND AN ARC LENGTH OF 8.93 FEET TO A POINT IN THE WESTERLY LINE OF LOT 1 OF SAID BOLAND TRACT; THENCE SOUTHERLY ALONG THE WESTERLY LINES OF LOTS 1 THROUGH 4 INCLUSIVE SOUTH 3° 15' 00" EAST 308.31 FEET TO THE POINT OF BEGINNING.

SAID LAND CONTAINS 8,978 SQUARE FEET, MORE OR LESS.

As shown on Exhibit "B" attached hereto and by this reference made a part hereof.

WHEREAS, pursuant to Section 65402 of the Government Code of the State of California requires the Planning Commission to review all vacations for conformity with the general plan; and

WHEREAS, provisions of Chapter 3, Part 3 of the California Streets and Highways Code grants the City Council authority to vacate any street or part of any street that it finds is unnecessary for present or prospective public use; and

WHEREAS, the proposed vacation has been reviewed by the City of Compton Public Works Department and has determined that the area to be vacated is not necessary for any present or future public use and that the vacation serves the public interest and is a public benefit as it eliminates any maintenance costs and liabilities imposed on the City associated with the excess right-of-way area; and

WHEREAS, the proposed public right-of-way vacation is connected to Conditional Use Permit Case No. 17-033, a request to redevelop the area to be vacated along with the adjacent site located at 126 E. Oris Street, Compton, to redevelop the 4.37 acre site with a 94,887 square foot speculative industrial development and the various on and off-site improvements; and

WHEREAS, an Initial Study and Mitigated Negative Declaration was prepared, processed and noticed in accordance with the California Environmental Quality Act (CEQA) (Public Resources Code, Division 13 §21000 et seq.); and

WHEREAS, public hearing notices were mailed out to both owners and occupants located within 500 feet of the above-listed sites on January 31, 2018; and

WHEREAS, a public hearing upon said request for Mitigated Negative Declaration No. 943, Conditional Use Permit No. 17-033 and Street Vacation No. 17-01 was held before the Planning Commission on February 14, 2018; and

WHEREAS, evidence was heard from all persons interested in effecting said mitigated negative declaration, conditional use permit and street vacation and all persons protesting same, and the Planning Commission being fully informed,

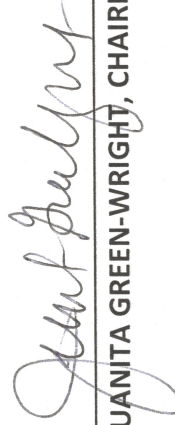
FINDS

1. That the proposed public right-of-way vacation is in conformance with Land Use Policy 2.5 of the adopted 2010 General Plan in that it requires that industrial developments be focused in the southern, westernmost and north-central portions of the City's planning area, as identified on the Land Use Policy Map, to minimize industrial/residential conflicts.
2. That the proposed public right-of-way vacation is in conformance with Land Use Goal 1.0 of the adopted 2010 General Plan in that the proposed vacation will assist to revitalize Compton, and create safe, attractive, desirable community which attracts new businesses and residents of all income ranges.
3. That the proposed public right-of-way vacation is in conformance with Land Use Goal 4.0 of the adopted 2010 General Plan in which it mandates that infrastructure systems and public services be provided that adequately meet the demands created by the land use policy. The City of Compton Public Works department has confirmed that the vacated Right of Way is not needed and that the resulting infrastructure (Mona Blvd.) is adequate to handle current and future transportation demands.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF COMPTON RESOLVES:

Section 1. The Planning Commission hereby finds the proposed vacation of excess public right-of-way, approximately 43 feet by 308 feet, located on the east side of N. Mona Boulevard located adjacent to 126 E. Oris Street, in Compton (Street Vacation No. 17-01), is in conformance with the goals and policies of the City of Compton's 2010 General Plan, will serve the public interest, and is a public benefit.

ADOPTED this 14th day of February, 2018.

JUANITA GREEN-WRIGHT, CHAIRPERSON

ROBERT DELGADILLO, INTERIM PLANNING DIRECTOR
COMMUNITY DEVELOPMENT DEPARTMENT

EXHIBIT 'A'

LEGAL DESCRIPTION
PORTION OF NORTH MONA BOULEVARD TO BE VACATED

THAT PORTION OF NORTH MONA BOULEVARD (FORMERLY WILMINGTON STREET), 99.00 FEET WIDE AS SHOWN ON THE MAP OF THE BOLAND TRACT IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS RECORDED IN BOOK 12 PAGE 73 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT POINT IN THE WESTERLY LINE OF LOT 4 OF SAID BOLAND TRACT, SAID POINT LYING 75.00 FEET NORTHERLY OF THE SOUTHWEST CORNER OF SAID LOT 4; THENCE WESTERLY AT RIGHT ANGLES TO THE WESTERLY LINE OF SAID LOT 4, SOUTH 86° 45' 00" WEST 43.00 FEET; THENCE NORTHERLY, PARALLEL TO SAID WEST LINE OF LOT 4 NORTH 3° 15' 00" WEST 87.62 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVED EASTERLY HAVING A RADIUS OF 194.00 FEET; THENCE NORTHERLY AND NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11° 59' 51" AND AN ARC LENGTH OF 40.62 FEET; THENCE NORTH 8° 44' 51" EAST 175.57 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 94.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 5° 26' 30" AND AN ARC LENGTH OF 8.93 FEET TO A POINT IN THE WESTERLY LINE OF LOT 1 OF SAID BOLAND TRACT; THENCE SOUTHERLY ALONG THE WESTERLY LINES OF LOTS 1 THROUGH 4 INCLUSIVE SOUTH 3° 15' 00" EAST 308.31 FEET TO THE POINT OF BEGINNING.

SAID LAND CONTAINS 8,978 SQUARE FEET, MORE OR LESS.

AS SHOWN ON EXHIBIT 'B' ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.



87-51

THE BOLAND TRACT

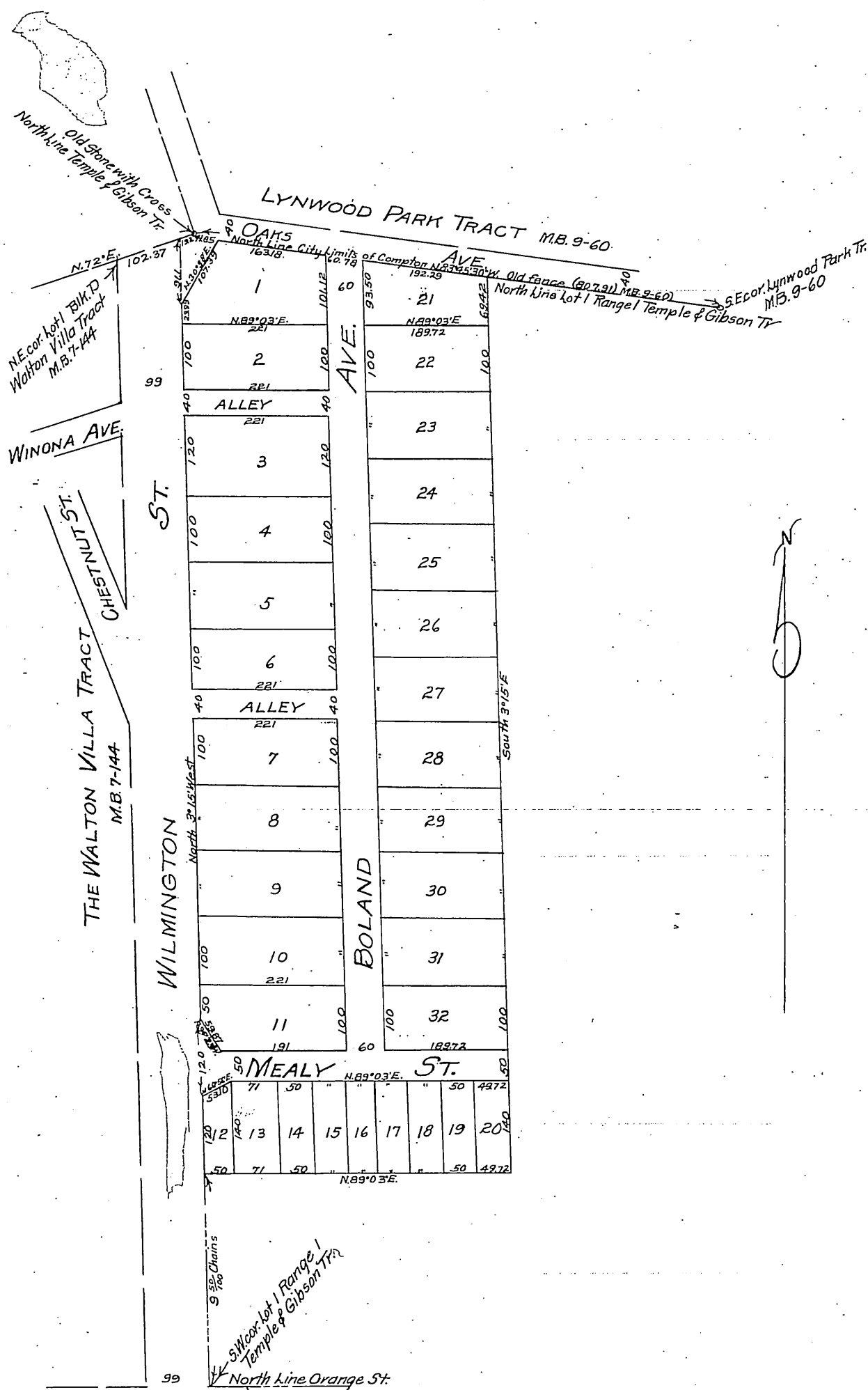
The Subdivision of a portion of Lot 1 Range 1
of the Temple and Gibson Tract M.R. 2-54C
and being in the City of Compton.

Surveyed Jan. 1907

by V. W. Hayes

Scale 1 inch = 100 ft.

City Engineer.



Proprietor:- Patrick J. Boland

Recorded:- Mar. 23, 1907.

(Scale reduced to 200=1")

Sht. 9 A. 92

EXHIBIT 'C'**LEGAL DESCRIPTION****RESERVATION OF EASEMENT FOR COVERED STORM DRAIN AND
APPURTENANT STRUCTURES, WITH INGRESS AND EGRESS PURPOSES**

THAT PORTION OF NORTH MONA BOULEVARD (FORMERLY WILMINGTON STREET), 99.00 FEET WIDE AS SHOWN ON THE MAP OF THE BOLAND TRACT IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS RECORDED IN BOOK 12 PAGE 73 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

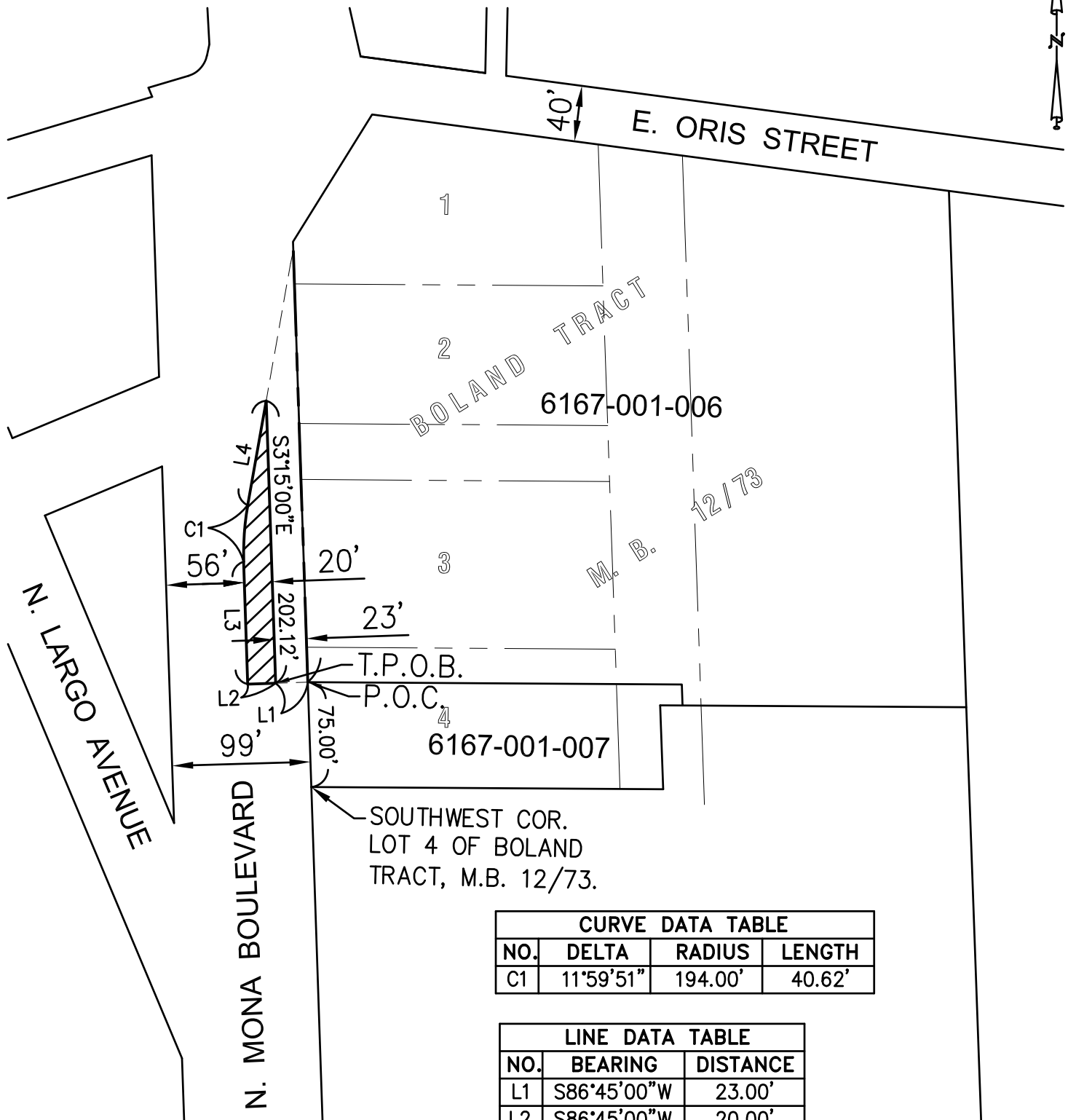
COMMENCING AT A POINT (POC) IN THE WESTERLY LINE OF LOT 4 OF SAID BOLAND TRACT, SAID POINT LYING 75.00 FEET NORTHERLY OF THE SOUTHWEST CORNER OF SAID LOT 4; THENCE WESTERLY AT RIGHT ANGLES TO THE WESTERLY LINE OF SAID LOT 4, SOUTH $86^{\circ} 45' 00''$ WEST 23.00 FEET TO THE TRUE POINT OF BEGINNING (TPOB); THENCE CONTINUING SOUTH $86^{\circ} 45' 00''$ WEST 20.00 FEET; THENCE NORTHERLY, PARALLEL TO SAID WEST LINE OF LOT 4, NORTH $3^{\circ} 15' 00''$ WEST 87.62 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVED EASTERLY HAVING A RADIUS OF 194.00 FEET; THENCE NORTHERLY AND NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $11^{\circ} 59' 51''$ AND AN ARC LENGTH OF 40.62 FEET; THENCE NORTH $8^{\circ} 44' 51''$ EAST 75.83 FEET TO A POINT IN A LINE PARALLEL TO AND 23.00 FEET WESTERLY OF, MEASURED PERPENDICULAR TO, THE WESTERLY LINE OF LOT 2 OF SAID BOLAND TRACT; THENCE SOUTHERLY ALONG SAID PARALLEL LINE, SOUTH $3^{\circ} 15' 00''$ EAST 202.12 FEET TO THE TRUE POINT OF BEGINNING (TPOB).

SAID LAND CONTAINS 3,087 SQUARE FEET, MORE OR LESS.

AS SHOWN ON EXHIBIT 'D' ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

EXHIBIT 'D'

GLEN AVENUE DRAINAGE SYSTEM
PARCEL NO. 119DA



LEGEND

EASEMENT AREA

CURVE DATA TABLE

NO.	DELTA	RADIUS	LENGTH
C1	11°59'51"	194.00'	40.62'

LINE DATA TABLE

NO.	BEARING	DISTANCE
L1	S86°45'00"W	23.00'
L2	S86°45'00"W	20.00'
L3	N03°15'00"W	87.62'
L4	N08°44'51"E	75.83'

CITY OF COMPTON



Plotnik & Associates

Civil Engineering & Land Surveying

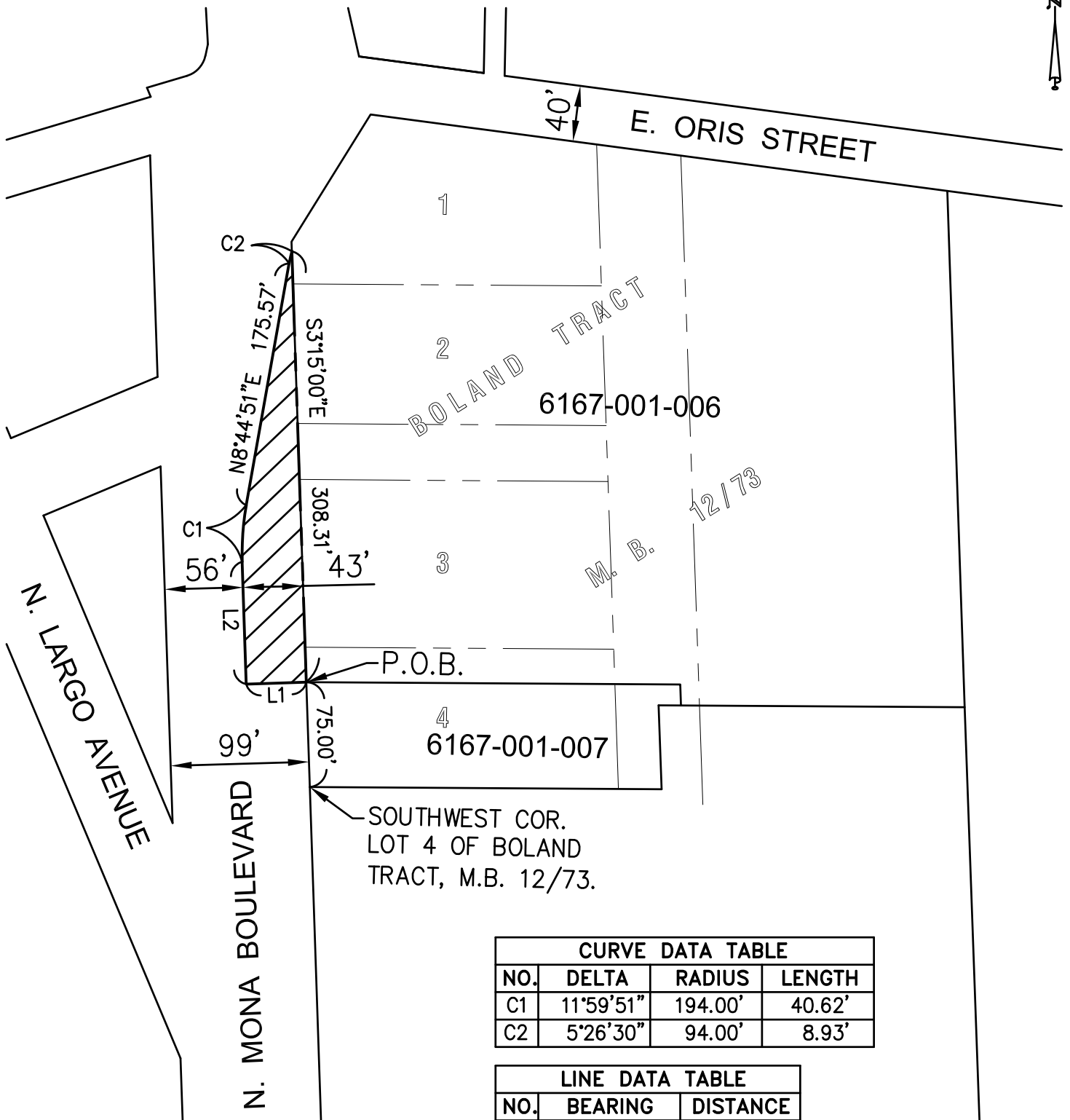
18626 S. Wilmington Ave., Suite 100
Rancho Dominguez, California 90220

Tel: (310) 605-6657
www. .com

STORM DRAIN EASEMENT NORTH MONA BOULEVARD

SCALE:	1" = 100'	DATE:	3/13/18
BY:	JEK	JOB NO.:	515.00

EXHIBIT 'B'



LEGEND

AREA OF VACATION

CURVE DATA TABLE			
NO.	DELTA	RADIUS	LENGTH
C1	11°59'51"	194.00'	40.62'
C2	5°26'30"	94.00'	8.93'

LINE DATA TABLE		
NO.	BEARING	DISTANCE
L1	S86°45'00"W	43.00'
L2	N03°15'00"W	87.62'



Plotnik & Associates

Civil Engineering & Land Surveying

18626 S. Wilmington Ave., Suite 100
Rancho Dominguez, California 90220

Tel: (310) 605-6657
www. .com

STREET VACATION EXHIBIT NORTH MONA BOULEVARD

SCALE:	1" = 100'	DATE:	2/13/18
BY:	JEK	JOB NO.:	515.00

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Planning

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ORDERING THE VACATION OF A SECTION OF EXCESS PUBLIC RIGHT-OF-WAY APPROXIMATELY 43 FEET BY 308 FEET, LOCATED ON THE EAST SIDE OF NORTH MONA BOULEVARD LOCATED ADJACENT TO 126 EAST ORIS STREET, IN COMPTON (STREET VACATION NO. 17-01)

Robert Delgadillo
DEPARTMENT MANAGER’S SIGNATURE

3/8/2018 12:00:19 PM
DATE

REVIEW / APPROVAL

Craig Cornwell
CITY ATTORNEY

3/9/2018 12:34:19 PM
DATE

Austin Okonta
CITY CONTROLLER

3/9/2018 11:54:43 AM
DATE

Cecil Rhambo
CITY MANAGER

3/8/2018 5:00:10 PM
DATE

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

March 20, 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:

<u>From</u>	<u>Amount</u>	<u>Description</u>
2820-790-000-4285	\$ 110,000	HAP
2820-790-000-4285	\$ 3,000	HAP

#6.

Staff Report – Resolution Amending Compton
Local Housing Authority FY 2017-18 Budget
Transfer Funds Between Accounts
March 20, 2018, page 2

<u>To</u>	<u>Amount</u>	<u>Description</u>
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:

<u>From</u>	<u>Amount</u>	<u>Description</u>
2820-790-000-4285	\$ 110,000	HAP
2820-790-000-4285	\$ 3,000	HAP
<u>To</u>	<u>Amount</u>	<u>Description</u>
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
DEPARTMENT MANAGER'S SIGNATURE

2/21/2018 1:03:47 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

2/28/2018 6:24:19 PM
DATE

Austin Okonta
CITY CONTROLLER

2/28/2018 5:18:22 PM
DATE

Cecil Rhambo
CITY MANAGER

2/26/2018 2:33:25 PM
DATE

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

March 20, 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.

**Staff Report – Resolution Amending FY 2017-18 Budget
Accept & Appropriate LACMTA NTD Funds (NTD FY 2014-15)
Enter Memorandum of Agreement with LACMTA
March 20, 2018, page 2**

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 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.

**Staff Report – Resolution Amending FY 2017-18 Budget
Accept & Appropriate LACMTA NTD Funds (NTD FY 2014-15)
Enter Memorandum of Agreement with LACMTA
March 20, 2018, page 3**

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:

#7.

910000000PAICOMPT17

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

Los Angeles County Metropolitan
Transportation Authority

Mayor/City Manager

By: _____
PHILLIP A. WASHINGTON
Chief Executive Officer

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: _____
Legal Counsel

By:  _____
Deputy

Date: _____

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
FY16 Passenger Mile Rate

0.4219075
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

DEPARTMENT MANAGER’S SIGNATURE

2/14/2018 4:15:02 PM

DATE

REVIEW / APPROVAL

<LegalName>

CITY ATTORNEY

<LegalDate>

DATE

Austin Okonta

CITY CONTROLLER

2/15/2018 10:17:14 AM

DATE

Cecil Rhambo

CITY MANAGER

2/14/2018 7:06:45 PM

DATE

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

March 20, 2018

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

**FROM: RONERICK SIMPSON, FIRE CHIEF
COMPTON FIRE DEPARTMENT**

**RE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO A
PROFESSIONAL SERVICES AGREEMENT AND ESTABLISH A
PURCHASE ORDER FOR ASHLEY SANELLO, M.D. FOR SERVICES
AS MEDICAL DIRECTOR OF EMERGENCY MEDICAL SERVICES FOR
THE CITY OF COMPTON FIRE DEPARTMENT (\$51,000)**

SUMMARY

Adoption of this resolution will authorize the City Manager to enter into a eighteen (18) month (January 1, 2018 through June 30, 2019), professional services agreement with Ashley Sanello, M.D., to provide consultation services as Medical Director of Emergency Medical Services for the City of Compton Fire Department ("Department") and establish a purchase order in the amount of Seventeen Thousand Dollars (\$17,000.00) for services rendered during the remainder of Fiscal Year 2017-2018 (i.e. January 1, 2018 through June 30, 2018). Funds in the amount of Thirty Four Thousand Dollars (\$34,000.00) for services to be rendered July 1, 2018 through June 30, 2019, will be allocated in the next fiscal year budget.

BACKGROUND

The Department's paramedics administer narcotics during the course of their duties, thus, the City is required to have a medical doctor under contract to oversee the drug log, the purchasing of required medication carried on the paramedic units, inventory, proper usage and distribution, and compliance with regulations of the Los Angeles County Department of Health Services.

STATEMENT OF ISSUE

The Department solicited proposals of a number of medical practitioners for providing needed professional consultation services as the Department's Medical Director of Emergency Medical Services. Proposals were received from Ashley Sanello, M.D. (fee of \$34,000.00 per year), Geron Sheppard, M.D. (fee of \$75,000.00 per year), Dorothy Habrat, M.D. (fee of \$40,000.00 per year), and Cohen, M.D. (fee of \$60,000.00 per year).

**Staff Report – Resolution Authorizing Professional Services
Agreement as Medical Services Director/Dr. Ashley Sanello
March 20, 2018, page 2**

The selection of the most responsive qualified medical professional was on the basis of demonstrated competence and professional qualifications. After evaluation of the proposals submitted, staff determined that the proposal and fee (i.e. \$17,000.00 for the remainder of Fiscal Year 2017-2018 and \$34,000.00 for Fiscal Year 2018-2019), submitted by Dr. Sanello was deemed the most responsive medical professional to provide the needed oversight and consultation services to the Department.

In accessing the urgency of the Department's need for having a medical doctor's services available now, it is in the best interest of the Department and the City to retain the services of Dr. Sanello.

ALTERNATIVE

Without employing the services of a medical practitioner to provide the needed consultant services, the Department will be required to cease operation of the paramedic program.

FISCAL IMPACT

Funds in the amount of \$17,000.00 for services to be rendered for the remainder of Fiscal Year 2017-2018 (i.e. January 1, 2018 through June 30, 2018) are allocated in the 2017-2018 Fiscal Year budget in Account No. 1001 690 000 4269. Funds in the amount of \$34,000.00 for the remaining term of the agreement (i.e. July 1, 2018 through June 30, 2019) will be allocated in future City budgets.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

**RONERICK SIMPSON, FIRE CHIEF
COMPTON FIRE 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 PROFESSIONAL
SERVICES AGREEMENT AND ESTABLISH A PURCHASE ORDER FOR
ASHLEY SANELLO, M.D. FOR SERVICES AS MEDICAL DIRECTOR OF
EMERGENCY MEDICAL SERVICES FOR THE CITY OF COMPTON FIRE
DEPARTMENT (\$51,000)**

WHEREAS, the Compton Fire Department's paramedics administer narcotics during the course of their duties, thus, the City is required to have a medical doctor under contract to oversee the drug log, including the purchasing of required medication carried on the paramedic units, inventory, proper usage and distribution, and compliance with regulations of the Los Angeles County Department of Health Services; and

WHEREAS, the Fire Department solicited proposals of a number of medical practitioners for providing the needed consultation services as the Department's Medical Director of Emergency Medical Services. Proposals were received from Ashley Sanello, M.D., Geron Sheppard, M.D., Dorothy Habrat, M.D. and Cohen, M.D.; and

WHEREAS, the selection of the most responsive qualified medical professional was on the basis of demonstrated competence and professional qualifications, and after evaluation of the proposals submitted, staff determined that the proposal and fee (i.e. \$17,000.00 for the remainder of Fiscal Year 2017-2018 and \$34,000.00 for Fiscal Year 2018-2019) submitted by Dr. Sanello was deemed the most responsive medical professional to provide the needed oversight and consultation services to the Department; and

WHEREAS, in accessing the urgency of the Department's need for having a medical doctor's services available now, it is in the best interest of the Department and the City to retain the services of Dr. Sanello due to the fact that without a Medical Director the Department will be required to cease operation of the paramedic program; and

WHEREAS, adequate funds for services rendered during the remainder of this fiscal year are available in 2017-2018 Fiscal Year budget.

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

SECTION 1. That the City Manager, upon approval of the City Attorney is hereby authorized to enter into a professional services agreement with Ashley Sanello, M.D. for provision of consultation services as the Medical Director of the Fire Department's Emergency Medical Services for a period of eighteen (18) months (i.e. January 1, 2018 through June 30, 2019).

SECTION 2. That a purchase order in the amount of \$17,000.00 is authorized to be established for Ashley Sanello, M.D. for services performed during the remainder of Fiscal Year 2017-2018 (i.e. January 1, 2018 through June 30, 2018).

SECTION 3. That funds in the amount of \$17,000.00 are available in the Fire Department's 2017-2018 Fiscal Year budget Account No. 1001 690 000 4269. Funding in the amount of \$34,000.00 for the remaining term of the agreement (i.e. July 1, 2018 through June 30, 2019) will be allocated in future City budgets.

SECTION 4. That copies of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney and the Fire Department.

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

ADOPTED this ____ day of _____, 2018.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

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

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

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

CITY CLERK OF THE CITY OF COMPTON

**BUSINESS ASSOCIATE AGREEMENT
BETWEEN
CITY OF COMPTON
AND
ASHLEY SANELLO, M.D.**

This Business Associate Agreement (hereinafter "**Agreement**") supplements and is made part of the Underlying Agreement (as defined below).

This **Agreement** is made by and between City of Compton (hereinafter "**Covered Entity**") and Ashley Sanello, M.D. (hereinafter "**Business Associate**").

ARTICLE 1

INTRODUCTION

1.1 Covered Entity and Business Associate have entered into a separate agreement, entitled "**Professional Services Agreement**", or other documented arrangement (the "**Underlying Agreement**"), pursuant to which **Business Associate** may provide services for **Covered Entity** that require **Business Associate** to access, create and/or use Protected Health Information that is confidential under state and federal laws.

1.2 Covered Entity and Business Associate intend to protect the privacy and provide for the security of Personal Health Information disclosed by **Covered Entity** to **Business Associate**, or collected or created by **Business Associate** pursuant the **Underlying Agreement**, in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and the regulations promulgated thereunder, including without limitation, the regulations codified at 45 CFR Parts 160 and 164 ("HIPPA Regulations"); the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, and its implementing regulations and guidance issued by the Secretary of the Department of Health and Human Services (the "Secretary") (the "HITECH Act"); and other applicable state and federal laws, all as amended from time to time, including as amended by the Final Rule issued by the Secretary on January 17, 2013 titled "Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules under the Health Information Technology for Economic and Clinical Health Act and the Genetic Information Nondiscrimination Act; Other Modifications to the HIPPA Rules".

1.3 The HIPPA Regulations require **Covered Entity** to enter into an agreement with **Business Associate** meeting certain requirements with respect to the Use and Disclosure of Personal Health Information, which are met by this **Agreement**.

ARTICLE 2

DEFINITIONS

2.1 Terms used herein without definition shall have the meanings ascribed to them in the HIPAA Regulations or the HITECH Act, as applicable.

2.2 For purposes of this Agreement:

- a. "Breach" means the acquisition, access, use, or disclosure of Personal Health Information in a manner not permitted under Subpart E of 45 CFR Part 164 that

compromises the security or privacy of the PHI (within the meaning of 45 CFR 164.402).

- b. "Designated Record Set" shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR 164.501.
- c. "Electronic Personal Information" or "ePHI" means Personal Health Information that is transmitted by or maintained in electronic media as defined in 45 CFR 160.103.
- d. "Individual" shall have the same meaning as the term "Individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- e. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, subparts A and E.
- f. "Personal Health Information" or "PHI" shall have the same meaning as the term "Personal Health Information" in 45 CFR 164.501, limited to the information created or received by **Business Associate** from or on behalf of **Covered Entity**.
- g. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.
- h. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- i. "Unsecured PHI" means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in regulations or other guidance issued under Section 13402(h)(2) of HITECH.

ARTICLE 3

OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

3.1 Business Associate agrees to:

a. Permitted Uses and Disclosures. Only Use or Disclose PHI for the purposes of (i) performing **Business Associate's** obligations under the **Underlying Agreement** and as permitted by this **Agreement**; or (ii) as permitted or Required by Law; or (iii) as otherwise permitted by this Agreement. **Business Associate** shall not Use or further Disclose PHI other than as permitted or required by this **Agreement** or as Required by Law. Further, **Business Associate** shall not Use or Disclose PHI in any manner that would constitute a violation of the HIPAA Regulations or the HITECH Act if so used by **Covered Entity**, except that **Business Associate** may Use PHI (i) for the proper management and administration of **Business Associate**; and (ii) to carry out the legal responsibilities of **Business Associate**. **Business Associate** may Disclose for the proper management and administration of **Business Associate**, to carry out its legal responsibilities or for payment purposes as specified in 45 CFR Section 164.506(c)(1) and (3), including but not limited to Disclosure to a business associate on behalf of a covered entity or health care provider for payment purposes of such covered entity or health care provider, with the expectation that such parties will provide reciprocal assistance to **Covered Entity**, provided that with respect to any such Disclosure either (i) the Disclosure is Required by Law; or (ii) for permitted Disclosures when Required by Law, **Business Associate** shall obtain a written agreement from the person to who the PHI is to be Disclosed that such person will hold

the PHI in confidence and will not use and further disclose such PHI except as Required by Law and for the purpose(s) for which it was Disclosed by **Business Associate** to such person, and that such person will notify **Business Associate** of any instances of which it is aware the confidentiality of the PHI has been breached.

b. Appropriate Safeguards. Implement physical, technical, and administrative safeguards that (a) reasonably and appropriately protect the confidentiality, integrity and availability of ePHI that it creates, receives, maintains or transmits on behalf of **Covered Entity**; and (b) to prevent the Use or Disclosure of PHI other than as permitted under HIPPA Regulations, this Agreement or as Required By Law.

c. Compliance with Security Provisions. **Business Associate** shall (i) implement and maintain administrative safeguards as required by 45 CFR Section 164.308, physical safeguards as required by 45 CFR Section 164.310 and technical safeguards as required by 45 CFR Section 164.312; (ii) implement and document reasonable and appropriate policies and procedures as required by 45 CFR 164.316; and (iii) be in compliance with all requirements of the HITECH Act related to security and applicable as if **Business Associate** were a "covered entity," as such term is defined in HIPAA.

d. Compliance with Privacy Provisions. **Business Associate** shall only Use and Disclose PHI in compliance with each applicable requirement of 45 CFR Section 164.504(e). **Business Associate** shall comply with all requirements of the HITECH Act related to privacy and applicable as if **Business Associate** were a "covered entity," as such term is defined in HIPAA. To the extent **Business Associate** is to carry out one or more of **Covered Entity's** obligation(s) under Subpart E of 45 CFR Part 164, **Business Associate** shall comply with the requirements of Subpart E that apply to **Covered Entity** in the performance of such obligation(s).

e. Assurances. Provide **Covered Entity** with written assurances that any PHI placed on any type of mobile media, including, but by no means limited to, lap top computers, lpads and mobile phones, is encrypted in accordance with guidance issued by the Secretary.

f. Breach Reporting. Report in writing to **Covered Entity** within two (2) business days after discovery, any suspected or actual: (a) access, use or disclosure of PHI not permitted by this **Agreement**; (b) Breach of unsecured PHI in accordance with 45 CFR 164.410; (c) security breach or intrusion; or (d) use or disclosure of PHI in violation of any applicable federal or state laws or regulations. **Business Associate** will implement a reasonable system for discovery of Breaches.

g. Mitigation. Mitigate, to the extent practicable and mandated by law, any harmful effect that is known to **Business Associate** of a use or disclosure of PHI by **Business Associate** in violation of the requirements of this **Agreement**.

h. Agents and Subcontractors. **Business Associate** shall not disclose PHI created or received by **Business Associate** on behalf of **Covered Entity** to a person, including any agent or subcontractor of **Business Associate**, but not including a member of **Business Associate's** own workforce, until such person agrees in writing to be bound by the provisions of this **Agreement** and applicable state or federal law.

i. Access to PHI. In the event that the **Business Associate** maintains PHI in a Designated Record Set, **Business Associate** agrees to provide access, within ten (10) days of a request by **Covered Entity** in the time and manner designated by **Covered Entity**, to PHI in a Designated Record Set, to **Covered Entity** or, as directed by **Covered Entity**, to an Individual in order to meet the requirements under 45 CFR 164.524.

j. Amendment of PHI. In the event that the **Business Associate** maintains PHI in a Designated Record Set, **Business Associate** agrees to make any amendment(s) to PHI in a designated record set that the **Covered Entity** directs or agrees to pursuant to 45 CFR 164.526 at the request of **Covered Entity** or an Individual, within ten (10) days of receipt of a request from **Covered Entity** and in the time and manner designated by **Covered Entity**.

k. Accounting Rights. This subsection (k) is subject to subsection (l) below. **Business Associate** shall make available to **Covered Entity**, in response to a request from an Individual, information required for an accounting of disclosures of PHI with respect to the Individual, in accordance with 45 CFR Section 164.528, incorporating exceptions to such accounting designated under such regulations. Such accounting is limited to disclosures that were made in the six (6) years prior to the request and shall not include any disclosures that were made prior to the compliance date of the HIPAA Regulations. **Business Associate** shall provide such information as is necessary to provide an accounting within ten (10) days of **Covered Entity's** request. Such accounting must be provided without cost to the Individual or to **Covered Entity** if it is the first accounting requested by an Individual within any twelve (12) month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if **Business Associate** informs **Covered Entity** and **Covered Entity** informs the Individual in advance of the fee, and the Individual is afforded an opportunity to withdraw or modify the request. Such accounting obligations shall survive termination of this Agreement and shall continue as long as **Business Associate** maintains PHI.

l. Accounting of Disclosures of Electronic Health Records. The provisions of this subsection (l) shall be effective on the date specified in the HITECH Act. If **Business Associate** is deemed to use or maintain an Electronic Health Record on behalf of **Covered Entity**, then, in addition to complying with the requirements set forth in subsection (k) above, **Business Associate** shall maintain an accounting of any Disclosures made through such Electronic Health Record for Treatment, Payment and Health Care Operations, as applicable. Such accounting shall comply with the requirements of the HITECH Act. Upon request of the **Covered Entity**, **Business Associate** shall provide such accounting to **Covered Entity** in the time and manner specified by **Covered Entity** and in compliance with the HITECH Act. Alternatively, if **Covered Entity** responds to an Individual's request for an accounting of Disclosures made through an Electronic Health Record by providing the requesting Individual with a list of all business associates acting on behalf of **Covered Entity**, **Business Associate** shall provide such accounting directly to the requesting Individual in the time and manner specified by the HITECH Act.

m. Electronic Transactions. If **Business Associate** conducts any Standard Transaction for or on behalf of **Covered Entity**, **Business Associate** shall comply with the requirements under the Electronic Transaction Rule (as those terms are defined in the Security Rule).

n. Government Access. Make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by **Business Associate** on behalf of, **Covered Entity** available to the **Covered Entity**, or at the request of the **Covered Entity** to the Secretary, in a time and manner designated by the **Covered Entity** or the Secretary, for purposes of the Secretary determining **Covered Entity's** compliance with the Privacy Rule. In the event such a request comes directly from the Secretary, **Business Associate** agrees to notify **Covered Entity** immediately of such request.

o. Inspection. Within ten (10) business days of a written request by **Covered Entity**, **Business Associate** and its agents or subcontractors, if any, shall allow **Covered Entity** to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies

and procedures relating to the use or disclosure of PHI pursuant to this **Agreement** for the purpose of determining whether **Business Associate** has complied with this Agreement; provided, however, that (a) **Business Associate** and **Covered Entity** will mutually agree in advance upon the scope, location and timing of such an inspection, and (b) **Covered Entity** will protect the confidentiality of all confidential and proprietary information of **Business Associate** to which **Covered Entity** has access during the course of such inspection.

p. Identity Theft. Implementation of an Identity Theft Monitoring Policy and Procedure, to protect any patient information that may be breached by the **Business Associate** to the extent applicable under the Federal Trade Commission's Red Flag Rules.

3.2.1 HITECH Compliance. Business Associate shall:

a. not receive, directly or indirectly, any impermissible remuneration in exchange for PHI or ePHI, except as permitted by HITECH § 13405(d) or the HIPAA Regulations;

b. comply with the marketing and other restrictions applicable to **Business Associates** contained in HITECH § 13406 and the HIPAA Regulations;

c. to the extent required under HITECH § 13404, fully comply with the applicable requirements of 45 CFR 164.502(e)(2) for each use or disclosure of PHI;

d. to the extent required under HITECH § 13401, fully comply with 45 CFR 164.308, 164.310, 164.312, and 164.316;

e. to the extent required under HITECH §§ 13401 and 13404, comply with the additional privacy and security requirements that apply to covered entities in the same manner and to the same extent as **Covered Entity** is required to do so; and

f. to the extent required under the HIPAA Regulations, comply with the privacy and security requirements that apply to **Business Associates**.

3.3 State Privacy Laws. Business Associate shall understand and comply with state privacy laws to the extent that such state privacy laws are not preempted by HIPAA or HITECH. .

3.4 Informed Workforce. Business Associate shall not disclose PHI to any member of its workforce unless **Business Associate** has advised such person of **Business Associate's** privacy and security obligations under this **Agreement**, including the consequences for violation of such obligations. **Business Associate** shall take appropriate disciplinary action against any member of its workforce who uses or discloses PHI in violations of this **Agreement** and applicable law.

ARTICLE 4

OBLIGATIONS OF COVERED ENTITY

4.1 Notice of Privacy Practices. Covered Entity shall provide **Business Associate** with the notice of privacy practices that **Covered Entity** produces in accordance with 45 CFR 164.520, as well as any changes to such notice.

4.2 Permissible Requests. Covered Entity shall not request **Business Associate** to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by **Covered Entity**.

ARTICLE 5

TERM AND TERMINATION

5.1 Term. The obligations set forth in this **Agreement** shall be effective as of the date the first PHI is released to **Business Associate** pursuant to this **Agreement**, and shall terminate only when all of the PHI provided by **Covered Entity** to **Business Associate**, or created or received by **Business Associate** on behalf of **Covered Entity**, is destroyed or returned to **Covered Entity**, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Article 56.

5.2 Termination for Cause. **Covered Entity** may immediately terminate this **Agreement** and related contracts if **Covered Entity** determines that the **Business Associate** has breached a material term of this **Agreement**. Alternatively, **Covered Entity** may choose to: (i) provide **Business Associate** with ten (10) days written notice of the existence of an alleged material breach; and (ii) afford the **Business Associate** an opportunity to cure said alleged material breach to the satisfaction of **Covered Entity** within ten (10) days. The **Covered Entity's** failure to cure shall be grounds for immediate termination of this **Agreement**. **Covered Entity's** remedies under this **Agreement** are cumulative, and the exercise of any remedy shall not preclude the exercise of any other.

5.3 Breach. In the event **Business Associate** fails to perform the obligations under this **Agreement**, **Covered Entity** may, at its option:

- a. Require **Business Associate** to submit to a plan of compliance, including monitoring by **Covered Entity** and reporting by **Business Associate**, as **Covered Entity**, in its sole discretion, determines necessary to maintain compliance with this **Agreement** and applicable law. Such plan shall be incorporated into this **Agreement** by amendment hereto; and
- b. Require **Business Associate** to mitigate any loss occasioned by the unauthorized disclosure or use of PHI.
- c. Immediately discontinue providing PHI to **Business Associate** with or without written notice to **Business Associate**.

5.4 Effect of Termination.

a. Except as provided in subsection b, below, upon termination of this **Agreement**, for any reason, **Business Associate** shall return or destroy all PHI received from **Covered Entity**, or created or received by **Business Associate** on behalf of **Covered Entity**. This provision shall apply to PHI that is in the possession of subcontractors or agents of **Business Associate**. **Business Associate** shall retain no copies of the PHI.

b. In the event that **Business Associate** determines that returning or destroying the PHI is infeasible, **Business Associate** shall provide to **Covered Entity** notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of PHI is infeasible; **Business Associate** shall extend the protections of this **Agreement** to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as **Business Associate** maintains such PHI.

ARTICLE 6**MISCELLANEOUS**

6.1 Disclaimer. **Covered Entity** makes no warranty or representation that compliance by **Business Associate** with this **Agreement**, HIPAA, HITECH, or the HIPAA Regulations will be adequate or satisfactory for **Business Associate's** own purposes. **Business Associate** is solely responsible for all decisions made by **Business Associate** regarding the safeguarding of PHI.

6.2 Assistance in Litigation or Administrative Proceedings. **Business Associate** shall make itself, and any subcontractors, employees, affiliates or agents assisting **Business Associate** in the performance of its obligations under this **Agreement**, available to **Covered Entity**, at no cost to **Covered Entity**, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against **Covered Entity**, its directors, officers or employees based upon a claimed violation of HIPAA, HITECH, the HIPAA Regulations, or other laws relating to security and privacy, except where **Business Associate** or its subcontractor, employee or agent is named adverse party.

6.3 Survival. The respective rights and obligations of **Business Associate** under this section shall survive the termination of this **Agreement** and the **Underlying Agreement**.

6.4 Ownership of Information. **Covered Entity** holds all right, title, and interest in and to the PHI and **Business Associate** does not hold and will not acquire by virtue of this **Agreement** or by virtue of providing goods or services to **Covered Entity**, any right, title, or interest in or to the PHI or any portion thereof.

6.5 Arbitration. Except for Injunctive relief as described below in subsection 6.6, the Parties agree that any disputes arising out of the terms of this **Agreement**, their interpretation, including, but not limited to any potential claims of breach of contract, shall be subject to Binding Arbitration in Los Angeles County, California before the American Arbitration Association under its national rules for the resolution of commercial disputes, or by a retired judge to be mutually agreed upon. The Parties agree that the prevailing party in any arbitration shall be entitled to injunctive relief in any court of competent jurisdiction to enforce the Arbitration award. The Parties agree that the prevailing party in any arbitration shall be awarded its reasonable attorneys' fees and costs to the extent provided by law.

6.6 Right to Injunctive Relief. **Business Associate** expressly acknowledges and agrees that the breach, or threatened breach, by it of any provision of this **Agreement** may cause **Covered Entity** to be irreparably harmed and that **Covered Entity** may not have an adequate remedy at law. Therefore, **Business Associate** agrees that upon such breach, or threatened breach, **Covered Entity** will be entitled to seek injunctive relief to prevent **Business Associate** from commencing or continuing any action constituting such breach without having to post a bond or other security and without having to prove the inadequacy of any other available remedies. Nothing in this paragraph will be deemed to limit or abridge any other remedy available to **Covered Entity** at law or in equity.

6.7 Regulatory References. A reference in this **Agreement** to a section in HIPAA, HITECH or the HIPAA Regulations means the section as in effect or as amended.

6.8 Amendment. **Covered Entity** may amend this **Agreement** by providing ten (10) days prior written notice to **Business Associate** in order to maintain compliance with state or federal law. Such amendment shall be binding upon **Business Associate** at the end of the ten (10) day period and shall not require the consent of **Business Associate**. **Business Associate** may elect to discontinue the **Agreement** within the ten (10) day period, but **Business Associate's** duties

#8.

hereunder to maintain the security and privacy of PHI shall survive such discontinuance. **Covered Entity** and **Business Associate** may otherwise amend this **Agreement** by mutual written contract.

6.9 Interpretation. Any ambiguity in this **Agreement** shall be resolved in favor of a meaning that permits **Covered Entity** to comply with the HIPAA Regulations.

6.10 Severability. In the event any part or parts of this **Agreement** are held to be unenforceable, the remainder of this **Agreement** will continue in effect.

6.11 Notices. Under this **Agreement**, whenever one party is required to give notice to the other, it shall be considered given if it is mailed by First Class United States mail, postage prepaid, and addressed as follows:

Business Associate: **Ashley Sanello, M.D.**
3330 Lomita Boulevard
Torrance, California 90505
Phone: (626) 824-1090 - Cell

Covered Entity: **City of Compton**
205 South Willowbrook Avenue
Compton, California 90220
Attn: Fire Chief
Phone: (310) 605-5670
Fax.: (310) 632-8414

6.12 Binding Nature and Assignment. This **Agreement** shall be binding on the Parties named in it and their permitted assigns. **Business Associate** may not assign this **Agreement** without the prior written permission of the **Covered Entity**. This permission shall not be unreasonably withheld.

6.13 Change of Address. Either Party may at any time change its address for notification purposes by mailing a notice stating the change and giving the new address.

6.14 Article Headings. The article headings are for reference and convenience only, and shall not affect the understanding or explanation of this **Agreement**.

6.15 Force Majeure. **Business Associate** shall be excused from fulfilling this **Agreement** for any period **Business Associate** is prevented from doing so because of an Act of God, war, civil disturbance, court order, labor dispute or other cause beyond its reasonable control, and this shall not be a reason for ending the **Agreement**.

6.16 Entire Agreement. This **Agreement** consists of this document, which supplements the **Underlying Agreement** and is the entire agreement between the Parties. There are no other agreements that are not fully stated in this **Agreement** and no change, release or discharge of responsibilities arising under this **Agreement** shall be valid unless it is in writing and carried out by the Party against whom such change, release or discharge is sought to be enforced.

6.17 Independent Contractor. The relationship of **Covered Entity** and **Business Associate** is that of independent contractors. All acts performed by **Business Associate** shall be deemed to be performed in its capacity as an independent contractor.

6.18 Counterparts. This **Agreement** may be executed in counterparts.

6.19 Governing Law. This **Agreement** and all matters or issues collateral thereto shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have duly executed this **Agreement** and the undersigned warrants and represents that they have the legal authority to bind the party for which they are signing.

COVERED ENTITY: CITY OF COMPTON

Signature: _____
Name: Cecil W. Rhambo, Jr.
Title: City Manager
Date: _____

Approved as to form:

Craig J. Cornwell, City Attorney

BUSINESS ASSOCIATE: ASHLEY SANELLO, M.D.

Signature: _____
Name: Ashley Sanello, M.D.
Title: _____
Date: _____

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
ASHLEY SANELLO, M.D.**

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 **ASHLEY SANELLO, M.D.** (hereinafter referred to as "**CONSULTANT**" or "**MEDICAL DIRECTOR**"), located at 3330 Lomita Boulevard, Torrance, California 90505, (each a "Party" and collectively, the "Parties").

RECITALS:

WHEREAS, the Compton Fire Department's paramedics administer narcotics during the course of their duties, thus, the City has identified the need for employing a medical doctor under contract to oversee the drug log, including the purchasing of required medication carried on the paramedic units, inventory, proper usage and distribution, and compliance with regulations of the Los Angeles County Department of Health Services; and

WHEREAS, Consultant (Ashley Sanello, M.D.) represents that she is a licensed medical practitioner, in good standing, specifically trained, experienced, competent, and has the resources to provide such services which will be required by this Agreement; and

WHEREAS, by Resolution No. _____, adopted on the ____ of _____ 2018, the City Council authorized the City Manager to enter into a eighteen (18) month contract with Ashley Sanello, M.D. to provide the necessary services; 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. 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 consultation services as Medical Director of Emergency Medical Services for the City of Compton Fire Department ("Department"), as more particularly detailed in the "**Scope of Services**," which is attached hereto, identified as **Attachment A**, and incorporated herein.

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 his own cost and expense (except as otherwise expressly agreed to be furnished by the City), 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 his 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 Consultant determines that are necessary, if any, to perform the services required by this Agreement. All of Consultant's staff will be qualified by training and experience to perform their assigned tasks. Consultant will give his personal attention to the fulfillment of the provisions of this Agreement by all of his employees and subconsultants, if any, and will keep the services under his control. On demand of City, if any employee or subconsultant 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 the services rendered pursuant to this Agreement.

Ashley Sanello, M.D., shall be primarily responsible for performing the services required by this Agreement.

2. Duration of Contract. The Parties agree that this Agreement shall commence effective as of January 1, 2018 and be effective through June 30, 2019, unless terminated earlier. If any services are performed by the Consultant, pursuant to the written request of the City, after the expiration or termination of this Agreement, the Consultant shall be compensated at the hourly rate of One Hundred Dollars (\$100.00) for such services rendered at the written request of the City.

Notwithstanding any other provisions of this Agreement, Consultant shall not be obligated to perform any services and the City shall not be obligated to accept or pay for any services performed by the Consultant prior to the authorized commencement date or subsequent to the expiration or termination date of this Agreement. The City's knowledge of services being performed prior to the commencement date and/or subsequent to the expiration or terminate dates of this Agreement shall not obligate the City to accept or pay for such services.

3. Compensation. The method of payment for the services rendered will be based on a fee-for-services basis, billable at a rate of **One Hundred Dollars (\$100.00)** per hour. It is understood and agreed between the parties that the maximum compensation payable for the services to be provided by the Consultant shall be limited to a not-to-exceed amount of **Seventeen Thousand Dollars (\$17,000.00)** for services rendered during the period of January 1, 2018 through June 30, 2018 and **Thirty Four Thousand Dollars (\$34,000.00)** for services rendered during the period of July 1, 2018 through June 30, 2019.

The total sum 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 services. In the instance of a change in the scope of services, adjustment to the compensation may be negotiated between the Consultant and the City. Adjustment in the compensation will not be effective until authorized and approved by contract amendment.

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, for the undisputed reasonable value of services performed, 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 **Fire Chief of the Compton Fire Department** at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

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 his agents, employees, and subconsultants 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 his agents, employees and subconsultants 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 Consultant Status. Consultant, her employees, subconsultants, subconsultants, agents and volunteers (collectively hereinafter the "Consultant"), will perform the services in Consultant's own way and pursuant to this Agreement as an independent Consultant 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 his agents, employees or subconsultants. City will not pay any workers' compensation insurance, retirement contributions or unemployment contributions on behalf of Consultant or his employees or subconsultants. 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 Consultant 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 subconsultants 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 agreed to by the City, Consultant will not subcontract any portion of the services without prior written approval of Fire Chief. If Consultant subcontracts any of the services, Consultant will be fully responsible to City for the acts, errors and omissions of Consultant's subconsultant and of the persons either directly or indirectly employed by the subconsultant, 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 subconsultant of Consultant and City. Consultant will be responsible for payment of subconsultants. Consultant will bind every subconsultant and every subconsultant of a subconsultant 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.

10.1 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, his officers, employees, subconsultants or agents in the performance of the duties undertaken by Consultant pursuant to this Agreement.

This indemnification and hold harmless obligation does not extend to claims arising out of the negligence or willful misconduct of the City.

10.2 City shall indemnify and save harmless the Consultant against any and all damages to property or injuries to or death of any person or persons, including property and employees of the Consultant and shall indemnify and save the Consultant 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 City, its officers, employees or agents in the performance of the duties undertaken by City 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 Consultant.

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 subconsultants. 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 Workers' Compensation and Employer's Liability (If Applicable). 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.

11.3 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, 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 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, including, but not limited to strict compliance with the California Confidentiality of Medical Information Act and the Health Insurance Portability and Privacy Act and any regulations promulgated thereunder.

16. Termination. In the event of the Consultant's failure to prosecute, deliver, or perform the services, after giving written notice of default and five (5) 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 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 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. 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.

20. 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.

21. 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.

22. Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

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

24. 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.

25. Entire Agreement. This Agreement, together with any other written document referred to or contemplated by it embody the entire Agreement and understanding between the parties relating to the subject matter of it. The City Manager is authorized, in consultation with the City Attorney, to agree to non-material amendments to this Agreement. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.

26. Notices. Any notices required or permitted under this Agreement shall be effective when delivered in person; and effective one (1) business day after delivery by facsimile transmission; and effective five (5) days after mailing by U.S. Mail, postage prepaid and properly addressed as follows:

To Consultant:

**Ashley Sanello, M.D.
 3330 Lomita Boulevard
 Torrance, California 90505
 (626) 824-1090 - Cell
 ashleysanello@gmail.com**

To City:

**City of Compton
 205 South Willowbrook Avenue
 Compton, California 90220
 Attn: Fire Chief, Compton Fire Department
 (310) 605-5670
 (310) 632-8414 – 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.

27. Miscellaneous. No provision of this Agreement is to be interpreted for or against either party because that party or that party's legal representative drafted such provision.

Should either party hereto, or any representative, successor or assign of either party hereto, resort to litigation to enforce the provisions of this Agreement, the party or parties prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorney's fees and costs in such litigation from the party or parties against whom enforcement is sought.

#8.

Professional Services Agreement – Ashley Sanello, M.D.
(Consultant) Medical Director of CFD Emergency Medical Services
Resolution No. _____

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.

ASHLEY SANELLO, M.D.
CONSULTANT

Dated: _____

By _____
Ashley Sanello, M.D.

CITY OF COMPTON
Recommended for Approval:

By _____
Ronerick Simpson, Fire Chief
Compton Fire Department

Dated: _____

Approved by:

Dated: _____

By _____
Cecil W. Rhambo, Jr., City Manager

Approved as to form:

By _____
Craig J. Cornwell, City Attorney

Dated: _____

ATTEST:

Dated: _____

By _____
Alita Godwin, City Clerk

“ATTACHMENT A”

Professional Services Agreement – Ashley Sanello, M.D. (Consultant) Medical Director of Compton Fire Department Emergency Medical Services

Scope of Services Provided by Consultant:

1. Consultant's services shall be provided subject to the approval of the Fire Chief of the Compton Fire Department.
2. Consultant is required to develop and maintain a positive and effective working relationship with the Compton Fire Department Emergency Medical Services (“EMS”) Coordinator, Nurse Educator and Training Chief and shall monitor the medical training programs, including the content and program delivery and analyze and report upon its effectiveness in the community.
3. Consultant shall supervise and evaluate the implementation of an EMS Quality Improvement and Assurance Program for the Fire Department's EMT-P, EMT-B and EMT-D personnel and any specific pilot programs identified and designated by Los Angeles County Department of Health.
4. Consultant shall provide consultant liaison services between the Compton Fire Department and the emergency medical community, including, but limited to local hospitals, the Los Angeles County Department of Health and other EMS agencies and colleagues.
5. Consultant shall provide oversight services in the procurement of pharmacological agents and controlled substances/devices.
6. Consultant shall provide advisory services to the Fire Chief and/or his designee on matters of medical services, as required. Such services may include, but not be limited to advice on physical fitness programs for firefighters, reviewing injuries and accidents, safety orders and procedures.
7. Consultant shall provide such reports and records to the Fire Chief as will permit an effective and comparable evaluation of the programs and services described herein.
8. Consultant shall provide professional advice and assistance to the Fire Department relating to oversight responsibilities for the Automatic External Defibrillators (“AED”) installed in public locations and City facilities within the City of Compton. Assistance from Consultant shall include oversight and direction regarding the development and implementation of an Internal Emergency Response System, as required by state law, in conjunction with the installation of the AED's. Also, assisting the Department and City with ensuring compliance with state regulations and requirements for AED's, including training, notification and maintenance.

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Fire Department

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT AND ESTABLISH A PURCHASE ORDER FOR ASHLEY SANELLO, M.D. FOR SERVICES AS MEDICAL DIRECTOR OF EMERGENCY MEDICAL SERVICES FOR THE CITY OF COMPTON FIRE DEPARTMENT (\$51,000)

Ronerick Simpson
DEPARTMENT MANAGER’S SIGNATURE

2/28/2018 11:49:45 AM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

3/8/2018 11:45:57 AM
DATE

Austin Okonta
CITY CONTROLLER

3/7/2018 8:31:27 AM
DATE

Cecil Rhambo
CITY MANAGER

3/1/2018 11:21:24 AM
DATE

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

WARRANTS APPROVED BY COUNCIL

<u>Warrant #</u>	<u>Date</u>	<u>Name</u>	<u>Services Provided</u>	<u>Amount</u>	<u>Amount Paid Year to Date</u>
244214	3/15/18	Federal Express Corp	Delivery service for confidential documents	\$65.49	\$1,188.54
Requested by Fire					
244218	3/15/18	Tonnie Turner	Refreshments for Commission for Women luncheon	\$2,000.00	\$13,200.00
Requested by City Manager					

I hereby certify that the above demands in the amount of **\$2,065.49** were approved at a regular meeting of the City Council or reject _____ as of March 20, 2018.

Council Member

Council Member

City Manager

I hereby certify that the Finance Committee at a regular meeting of the City Council on March 20, 2018 allowed the above demands.

Alita Godwin
City Clerk



Invoice Number	Invoice Date	Account Number
6-083-95598	Feb 09, 2018	1876-8625-3

Page
1 of 3

Billing Address:

COMPTON CITY HALL/CONTROLLER
205 S WILLOWBROOK AVE FL 2
COMPTON CA 90220-3134

Shipping Address:

COMPTON CITY HALL/CITY CLERK
205 S WILLOWBROOK AVE FL 1
COMPTON CA 90220-3134

Invoice Questions?**Contact FedEx Revenue Services**

Phone: (800) 622-1147
M-F 7 AM to 8 PM CST
Sa 7 AM to 6 PM CST
Fax: (800) 548-3020
Internet: www.fedex.com

Invoice Summary Feb 09, 2018**FedEx Express Services**

Transportation Charges		53.15
Special Handling Charges		12.34
Total Charges	USD	\$65.49
TOTAL THIS INVOICE	USD	\$65.49

Other discounts may apply.

Paid By	AN
#	00292880
PO #	18FY0632
A/C #	1001-69-0000-4215
A/C #	

OK to pay
R.D. Simpson

Detailed descriptions of surcharges can be located at fedex.com

To ensure proper credit, please return this portion with your payment to FedEx.
Please do not staple or fold. Please make check payable to FedEx.

☐ For change of address, check here and complete form on reverse side.

Invoice Number	Account Number	Amount Due
6-083-95598	1876-8625-3	USD \$65.49

Remittance Advice

Your payment is due by Feb 24, 2018

187686256083955986300000654900

0004071 01 AB 0.405 **AUTO 9 0 1039 90220-313405 -C06-P04075-11



COMPTON CITY HALL/CONTROLLER
205 S WILLOWBROOK AVE FL 2
COMPTON CA 90220-3134



FedEx
P.O. Box 7221
Pasadena CA 91109-7321



6006390035047

#9.

QUOTE/INVOICE: #R1-031018

Tonnie Turner

2331 West 111th Street
Inglewood, California 90303
(323) 481-3554 | Direct

REVISED DATE: March 12, 2018

BILL TO:

City of Compton | Commission for Women

Attention: Daisie Kenney
205 South Willowbrook Avenue
Compton, California 90220

FOR:

Compton Commission for Women Luncheon
at Dollarhide Community Center
301 North Tamarind
Compton, CA 90221
March 10th at 11:00am

Menu Items	AMOUNT
100 per person at \$17.50	\$1,750.00
Green Beans w/Red Potatoes	
Macaroni & Cheese	
1/2 Baked Chicken & 1/2 Smoked Brisket	
Mixed Green Salad	
Buttered Dinner Rolls	
Peach Cobbler	
Chilled Ice Tea & Water	
No Décor and Only Food Table Set-up \$250.00	\$250.00

SUBTOTAL \$2,000.00

OTHER \$0.00

TOTAL BALANCE DUE \$2,000.00

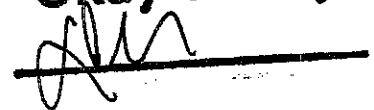
Make all checks payable to Tonnie Turner

If you have any questions concerning your Quote/Invoice, please use the following contact information listed below:

Tonnie Turner, (323) 481-3554 and tturner01@gmail.com

THANK YOU FOR YOUR BUSINESS!

Okay to Pay



WARRANTS APPROVED BY COUNCIL

<u>Warrant #</u>	<u>Date</u>	<u>Name</u>	<u>Services Provided</u>	<u>Amount</u>	<u>Amount Paid Year to Date</u>
244143	3/13/18	Evan Brooks Associates Inc	Consultation for transportation, engineering, and transit oriented development	\$11,597.75	\$159,328.25
Requested by Public Works					
244154	3/13/18	Humble Communications Inc	Installation of connection cables at Fire Station # 3	\$1,805.97	\$9,441.40
Requested by General Services					
244190	3/13/18	Sonsray Machinery LLC	Emergency repair of case loader	\$6,791.50	\$9,147.73
Requested by Public Works					
244210	3/13/18	Willdan Financial Services	Lighting & Landscape and Sewer Charges annual District administration fees	\$16,450.00	\$27,534.71
Requested by Public Works					

I hereby certify that the above demands in the amount of **\$36,645.22** were approved at a regular meeting of the City Council or reject _____ as of March 20, 2018.

Council Member

Council Member

City Manager

I hereby certify that the Finance Committee at a regular meeting of the City Council on March 20, 2018 allowed the above demands.

Alita Godwin
City Clerk

EvanBrooksAssociates, Inc1030 South Arroyo Parkway, Suite 204
Pasadena, CA 91105**INVOICE**

INVOICE NO. 16005-6

DATE May 11, 2016

CUSTOMER ID LA19

PROJECT ID 1909

TO Glen Kau P.E., Public Works Director
City of Compton
205 S. Willowbrook Ave
Compton, CA 90220

PROJECT NAME	PROJECT MGR CONTACT	BILLING PERIOD	RATE
Citywide Traffic Survey and reporting at 70 locations	Hal Suetsugu 818.521.9947	January 1 - April 30, 2016	Various

CATEGORY	DESCRIPTION	BUDGET	% COMPLETE	TOTAL BILLING
1.A	Meet with City staff to kick off the project and discuss the project, identify problem areas, establish communication with Traffic Engineering and law enforcement agency and prepare a priority schedule for conducting surveys.	-	100%	
1.B	Establish criteria to be included in survey including staff concerns, as well as Traffic Engineering and Vehicle Code requirements.	-	100%	
2.A	During the meeting, our staff will request any necessary maps, data, and other information required for the speed survey and study.	-	100%	
2.B	Conduct speed surveys on 70 street segments of all major/minor arterial, collector streets, as identified in the attached City street map. This task will include; observing, measuring, and recording speed and volume data for vehicular traffic on 70 major city arterials within the City of Compton with engineered speed controls.	-	100%	-
2.C	Collect accident history data from the Statewide Integrated Traffic Records System (SWITRS) website and Compton Police department, as well as Traffic Volume data from the Public Works Department will be used in calculating the accident rates.	4,725.00	100%	\$ 4,725.00
3	Data collected in Task 2 will be tabulated, analyzed and plotted to identify the 85th percentile speed, average speed, pace speed range and the percentage of vehicles in the pace. Our staff will perform data analysis and statistical calculations necessary to complete the analysis and prepare a report, including, summaries and explanations of the data.	3,794.00	100%	\$ 3,794.00
4	Our staff will meet with City staff to discuss the project status and deliverables at three stages of the project.	4,220.00		

SUBTOTAL \$ 8,519.00

Total Contract Amount \$ 39,975.00

Balance Remaining \$ 4,220.00

TOTAL \$ 8,519.00

OK TO PAYevan
brooks
associatesMake all checks payable to EvanBrooksAssociates, Inc.
THANK YOU FOR YOUR BUSINESS!

#10.

AN
10007552
18 Fy 00018
LISTED

EvanBrooksAssociates, Inc

1030 South Arroyo Parkway, Suite 106
Pasadena, CA 91105
626.799.8011 office

INVOICE

INVOICE NO. 17011-14

DATE November 21, 2017

CUSTOMER ID LA19

PROJECT ID 925.2

TO Wendell Johnson, Public Works Director
City of Compton
205 S. Willowbrook Ave
Compton, CA 90220

PROJECT NAME	PROJECT MGR CONTACT	BILLING PERIOD	RATE
Funds Administration, E-76 Grant Obligation Services for (HSIP) Cycle 8 Citywide Pedestrian Countdown Heads	Hector Ramirez	Oct 1- Nov 20, 2017	Various

TASK	DESCRIPTION	BUDGET	% COMPLETE	TOTAL BILLING
Project Coordination				
	Research and analysis of current project status	1,425.00	25%	\$ 356.25
PHASE 1, Request to Initiate Federally Funded Project				
	Preparation of exhibits and submittal to Caltrans documents	2,250.00	25%	\$ 562.50
PHASE 2, Request for Authorization				
	Preparation of LAPM exhibits and submittal	2,500.00	0%	\$ -
Project Closeout				
	Agency Coordination	200.00	0%	\$ -

SUBTOTAL \$ 918.75

Total Contract Amount \$ 6,375.00

Balance Remaining \$ 5,456.25

TOTAL \$ 918.75



Make all checks payable to EvanBrooksAssociates, Inc.
THANK YOU FOR YOUR BUSINESS!

OK TO PAY

AN
1007552
18FY0618
LISTED

EvanBrooksAssociates, Inc

1030 South Arroyo Parkway, Suite 106
Pasadena, CA 91105
626.799.8011 office

INVOICE

INVOICE NO. 17011-15

DATE November 21, 2017

CUSTOMER ID LA19

PROJECT ID 925.4

TO Wendell Johnson, Public Works Director
City of Compton
205 S. Willowbrook Ave
Compton, CA 90220

PROJECT NAME	PROJECT MGR CONTACT	BILLING PERIOD	RATE
Project Management State Route 91 Access Improvement Consulting Services	Hal Suetsugu	Oct 1- Nov 20, 2017	Various

TASK	DESCRIPTION	BUDGET	% COMPLETE	TOTAL BILLING
Project Management				
	Assist the City in managing and coordinating with Caltrans on the State Route 91 Access Improvements project. This includes attending meetings; coordinating with agencies; advising the City on the necessary and strategic course of actions to take; and being available when necessary.			
		6,500.00	30%	\$ 1,950.00

SUBTOTAL	\$ 1,950.00
Total Contract Amount	\$ 6,500.00
Balance Remaining	\$ 4,550.00
TOTAL	\$ 1,950.00



Make all checks payable to EvanBrooksAssociates, Inc.
THANK YOU FOR YOUR BUSINESS!

OK TO PAY

#10.

AN
10007552
18FY0618
LISTED (F)

EvanBrooksAssociates, Inc

1030 South Arroyo Parkway, Suite 106
Pasadena, CA 91105
626.799.8011 office

INVOICE

INVOICE NO. 17012-15

DATE December 8, 2017

CUSTOMER ID LA19

PROJECT ID 1923

TO Glen Kau P.E., Public Works Director
City of Compton
205 S. Willowbrook Ave
Compton, CA 90220

PROJECT NAME	PROJECT MGR CONTACT	BILLING PERIOD	RATE
Funds Administration, E-76 Grant Obligation Services for (HSIP) Compton Blvd-Willowbrook Ave	Hal Suetsugu/ Hector Ramirez	Oct 1 - Nov 30, 2017	Various

TASK	DESCRIPTION	BUDGET	% COMPLETE	TOTAL BILLING
Project Coordination				
	Research and analysis of current project status	-	100%	\$ -
PHASE 1, Request to Initiate Federally Funded Project				
	Preparation of exhibits and submittal to Caltrans documents	840.00	95%	\$ 210.00
PHASE 2, Request for Authorization for PE				
	Preparation of LAPM exhibits and submittal	2,400.00	0%	\$ -
Project Closeout				
	Agency Coordination	100.00	0%	\$ -

SUBTOTAL \$ 210.00

Total Contract Amount \$ 8,500.00

Balance Remaining \$ 2,260.00

TOTAL \$ 210.00



Make all checks payable to EvanBrooksAssociates, Inc.
THANK YOU FOR YOUR BUSINESS!

OK TO PAY



#10. INVOICE

Humble Communications Inc.
14039 Fort Ross Ct.
Fontana, California 92336
United States

909-200-5911

BILL TO
City of Compton
Mario Hernandez
City Hall

mhernandez@comptoncity.org

PAID
DATE

Invoice Number: 16037

Invoice Date: February 3, 2018

Payment Due: February 3, 2018

Amount Due (USD): \$1,805.97

Pay Securely Online

Items	Quantity	Price	Amount
Cable (Cat5e) Box Cat5e (CMR) Cable	2	\$75.00	\$150.00
Data Patch Panel -24 24 Port Patch Panel	1	\$95.00	\$95.00
Face Plates Keystone Face Plates	3	\$4.00	\$12.00
Voice/Data Jacks Cat5e Keystone Jacks	12	\$5.00	\$60.00
Boxes Surface mount boxes	2	\$8.00	\$16.00
Misc. Ceiling support, tape, tie wraps, etc...	1	\$75.00	\$75.00
Labor	1	\$1,368.00	\$1,368.00

AN
10008174
18FYD621
VC # 1001-60-0170-4262
A/C # (F)

#10.



Humble Communications Inc.
Structured Cabling Installation Services

INVOICE

Humble Communications Inc.
14039 Fort Ross Ct.
Fontana, California 92336
United States

909-200-5911

PAID

Subtotal:	\$1,776.00
Sales Tax 9%:	\$29.97
Total:	\$1,805.97
Amount Due (USD):	\$1,805.97

Pay Securely Online

VISA



Debit, credit, and prepaid cards are all accepted.

waveapps.com/frn5q7-qnwrt3

Notes

Scope of work: Install voice and data for three locations. Terminated, tested, and labeled.

Okay to Pay Invoice

General Services Director

**SONSRAY MACHINERY LLC**

10950 Norwalk Blvd • Santa Fe Springs, CA 90670

562-903-7377 • Fax: 562-903-7301

www.sonsraymachinery.com

#10.

Ship To: CITY OF COMPTON
FRANK 626-343-2715

Invoice To: CITY OF COMPTON
Attn: Lisa Smith
205 S. Willowbrook Ave.
COMPTON CA 90220

Branch 03		
03 - SANTA FE SPRING		
Date	Time	Page
01/11/2018	13:12:20 (O)	2
Account No	Phone No	Est No 03
COMPT002	3106055501	003880-03
Ship Via	Purchase Order	
	ESTIMATE	
Tax ID No		
		Salesperson
		196 / 196

ESTIMATE EXPIRY DATE: 02/04/2018

SERVICE ESTIMATE - NOT AN INVOICE

Part#	Description	Qty	Price	Amount
9804395	BOLT	1	6.51	6.51
L118674	PIN, PIVOT	2	262.88	525.76

MISCELLANEOUS CHARGES:	Description	Price	Amount
	ZONE 1	125.00	125.00
	ZONE 10	125.00	125.00
	OUTSIDE SERVICE	3500.00	3500.00
	ENVIRO FEE	32.40	32.40
	SHOP SUPPLIES	113.40	113.40

Parts:	827.03
Labor:	1620.00
Miscellaneous:	3895.80
Tax:	448.67
TOTAL:	6791.50

Authorization: _____

H.J.
02/06/18

Date	02/06/18
By	16007455
#	18FY0605
6000-72-0000-4029	

Thank You!
For Your Business

#10.

Mr. Glen Kau
Director of Public Works
City of Compton
205 South Willowbrook Avenue
Compton, CA 90220

PAID
2710
Paid By: *WN*
V# *10005461*
D# *18FY01602*
A/C# *2502-71-000-4262*

Invoice #: 010-35286R
Invoice Date: 7/28/2017
Project: 105783
Phase: 3017
Terms: Net 30 Days
ClientNumber: C03097

Description: Annual District Administration
for Fiscal Year 2017/18

G/L Acct. Code	District(s)	Active Parcels	Percent Invoiced	Total Budget	Percent Complete to Date	Costs Advanced	Amount Invoiced
	L&L No.1	20,334	50%	8,225.00	0%	0.00	4,112.50
	Sewer Charges	20,722	50%	8,225.00	50%	0.00	4,112.50
TOTAL		41,056		\$ 16,450.00		\$ 0.00	\$ 8,225.00

Costs Advanced Since Previous Billing

Copies: 0.00
Telephone: 0.00
Postage: 0.00
County Data: 0.00
Travel: 0.00
Maps: 0.00
Recording: 0.00
Miscellaneous: 0.00
Total Costs Advanced: \$ 0.00

OK TO PAY
huan

INVOICE TOTAL: \$ 8,225.00

Remit To: Willdan Financial Services
27368 Via Industria, Suite 200
Temecula, CA 92590
Questions? Please call Billing at (951) 587-3500

Mr. Wendell Johnson
 Director of Public Works
 City of Compton
 205 South Willowbrook Avenue
 Compton, CA 90220

Paid By	AN
V#	10005461
FO #	18 FV 0002
AC #	2502-72-0000-4269
ACC #	

Invoice #: 010-36052R
 Invoice Date: 10/27/2017
 Project: 105783
 Phase: 3017
 Terms: Net 30 Days
 Client Number: C03097

Description: Annual District Administration
 for Fiscal Year 2017/18

G/L Acct. Code	District(s)	Active Parcels	Percent Invoiced	Total Budget	Percent Complete to Date	Costs Advanced	Amount Invoiced
	L&L No.1	20,334	50%	8,225.00	100%	0.00	4,112.50
	Sewer Charges	20,722	50%	8,225.00	100%	0.00	4,112.50
TOTAL		41,056		\$ 16,450.00		\$ 0.00	\$ 8,225.00

Costs Advanced Since Previous Billing

Copies: 0.00
 Telephone: 0.00
 Postage: 0.00
 County Data: 0.00
 Travel: 0.00
 Maps: 0.00
 Recording: 0.00
 Miscellaneous: 0.00
Total Costs Advanced: \$ 0.00

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