REGULAR MEETING AGENDA
CITY COUNCIL AND SUCCESSOR AGENCY OF THE CITY OF COMPTON

TUESDAY – JUNE 2, 2021 5:30 P.M.
TELECONFERENCE MEETING AUTHORIZED BY STATE OF CALIFORNIA EXECUTIVE ORDERS N-25-20 AND N-29-20 VIA ZOOM COMMUNICATIONS

COVID-19 NOTICE

To protect public health and safety during the local, state, and federally declared COVID-19 emergency, the City Council Chamber is closed to the public. Consistent with State of California Executive Orders N-25-20 and N-29-20 and the Los Angeles County Health Officer's "Safer at Home Order for Control of COVID-19" the City Council will participate in the meeting through teleconference. Public participation in the meeting will be facilitated through the electronic methods as described below.

Agenda Materials:

The agenda and agenda packet related to items on this agenda are available for public inspection at www.comptoncity.org.

Public Observation and Participation:

Members of the public may provide public comments through the follow method:

Teleconference Participation: You may provide audio public comments by connecting to the teleconference meeting online or by telephone/mobile call (please select only one method). Public speakers will be queued to provide comments at the appropriate time on the agenda. You must be available to provide comments at the time you are called upon to speak. If you are not planning on providing public comments we encourage you to observe the meeting via livestream at www.comptoncity.org or on Government Channel 36 to allow staff to more effectively manage the number of teleconference connections.

Compton Zoom meeting online line:
https://us02web.zoom.us/j/89732292272?pwd=SHI2dGZ6NWtuMnNhVlg2amRKNTJ4QT09

Compton Zoom meeting call-in telephone number:1-669-900-6833
Compton Zoom ID:897 3229 2272
Compton Zoom Passcode: 281563

Americans with Disabilities Act (ADA) Accommodations:

Any person with a disability who requires accommodation in order to participate in a meeting should contact of the Office of the City Clerk at (310) 605-5530 to request accommodation. The City will use its best efforts to provide reasonable accommodations related to the teleconference meeting.

Members of the public may observe this meeting via Channel 36 or via city website streaming services at www.comptoncity.org, and offer comments at this meeting via Zoom during the public comments portion of the meeting. If you are an individual with a disability and need a reasonable modification or accommodation pursuant to the American with Disabilities Act ("ADA") please contact the City Clerk's Office at (310) 605-5530 or email contactcityclerk@comptoncity.org prior to the meeting for assistance.

(Zoom is only for Public Comments)

https://us02web.zoom.us/j/89732292272?pwd=SHI2dGZ6NWtuMnNhVlg2amRKNTJ4QT09

Meeting ID: 897 3229 2272
Passcode: 281563
Call In: 1-669-900-6833

COMPTON CITY COUNCIL
AGENDA
06/02/2021
5:30 PM

Closed Session 4:30 P.M.
Public Meeting 5:30 P.M.

CITY COUNCIL CHAMBERS
205 SOUTH WILLOWBROOK AVENUE
COMPTON, CALIFORNIA 90220

CALL TO ORDER

ROLL CALL

PUBLIC COMMENTS ON CLOSED SESSION AGENDA ITEMS
(Persons wishing to address the City Council on the Closed Session items may do so at this time. Comments are limited to one (1) minute per speaker and shall be limited to Closed Session agenda items)

CLOSED SESSION – 4:30 p.m.

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Chanyel Crow v. City of Compton (WCAB Case No. ADJ127050)
Pursuant to California Government Code Section 54956.9

RECESS TO CLOSED SESSION

PUBLIC MEETING – 5:30 P.M.

OPENING

REPORT ON CLOSED SESSION ACTION(S)

HEARINGS

5:40 P.M. - PUBLIC HEARING - DECLARING ITS INTENT TO LEVY AND COLLECT ASSESSMENTS AND CHARGES WITHIN THE SEWER SERVICE CHARGES FOR FISCAL YEAR 2021-2022 (Items # 4&5)

5:45 P.M. - PUBLIC HEARING - DECLARING ITS INTENT TO LEVY AND COLLECT ASSESSMENTS AND CHARGES WITHIN THE LIGHTING AND LANDSCAPE ASSESSMENT DISTRICT NO. 1 FOR THE FISCAL YEAR 2021-2022 (Items # 6& 7)

ROLL CALL

INTRODUCTION OF SPECIAL GUESTS

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

CONSENT AGENDA

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

APPROVAL OF MINUTES

1. MAY 11, 2021

REGULAR AGENDA

CITY MANAGER'S REPORT

2. ORAL REPORT - CITY-WIDE PARKING ASSESSMENT UPDATE

3. A REQUEST TO ADD AN ADDITIONAL BUDGET PUBLIC HEARING FOR THE CONSIDERATION OF THE PROPOSED FISCAL YEAR 2021-2022 BUDGET (June 22, 2021 at 5:45 p.m.)

POWER POINT PRESENTATION - AMERICAN RESCUE PLAN

NEW BUSINESS

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE COMPTON SEWER SERVICE CHARGES FOR FISCAL YEAR 2021-2022 AND ORDERING THE PREPARATION OF AN ENGINEER'S REPORT PURSUANT TO THE MUNICIPAL IMPROVEMENT ACT OF 1913, DIVISION 12 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE PRELIMINARY ENGINEER'S REPORT OF WILLDAN FINANCIAL SERVICES FOR THE CITY OF COMPTON'S SEWER SERVICE CHARGES AND DECLARING THE CITY COUNCIL'S INTENT TO LEVY AN ASSESSMENT FOR FISCAL YEAR 2021-2022

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE LIGHTING AND LANDSCAPE DISTRICT NO. 1 FOR FISCAL YEAR 2021-2022 AND ORDERING THE PREPARATION OF AN ENGINEER'S REPORT PURSUANT TO THE PROVISIONS OF PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE PRELIMINARY ENGINEER'S REPORT OF WILLDAN FINANCIAL SERVICES FOR THE CITY OF COMPTON'S LIGHTING AND LANDSCAPE ASSESSMENT DISTRICT NO. 1 AND DECLARING THE CITY COUNCIL'S INTENT TO LEVY AN ASSESSMENT FOR FISCAL YEAR 2021-2022

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON, ACTING IN THE CAPACITY AS THE COMPTON HOUSING SUCCESSOR AGENCY AUTHORIZING AN AMENDMENT TO THE PURCHASE AND SALE AGREEMENT WITH OLSON URBAN HOUSING, LLC FOR THE SALE OF PROPERTY LOCATED AT 1950 NORTH CENTRAL AVENUE FOR THE DEVELOPMENT OF A HOUSING PROJECT THEREON

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR GLOBAL CTI GROUP, INC. FOR THE ACQUISITION, INSTALLATION, MAINTENANCE AND SUPPORT OF A VOICE OVER INTERNET PROTOCOL SYSTEM ($471,346.28)

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING A COOPERATIVE AGREEMENT BETWEEN THE CITY OF COMPTON AND THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY FOR THE AFFORDABLE HOUSING AND SUSTAINABLE COMMUNITIES PROGRAM

11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING SUBMISSION OF A JOINT GRANT APPLICATION BY THE CITY AND KEITH B. KEY ENTERPRISES, LLC FOR AFFORDABLE HOUSING AND SUSTAINABLE COMMUNITIES GRANT FUNDS UNDER THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT TO USE FOR A PROPOSED MIXED USE DEVELOPMENT ON SUCCESSOR AGENCY-OWNED PROPERTIES

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: 6/8/2021 @ 5:30 PM

Visit our website at http://www.comptoncity.org

MAY 11, 2021

The Compton City Council Closed Session meeting was called to order at 4:40 p.m. by Mayor Aja Brown. The Council Members participated in the meeting through Zoom Teleconference due to the existence of the coronavirus pandemic.

ROLL CALL

Council Members Present – M. Chambers, T. McCoy, A. Brown
Council Members Absent – I. Galvan, E. Sharif

Other Officials Present: D. Brown, A. Godwin, D. Sanders, C. Cornwell

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CLOSED SESSION AGENDA ITEM

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
AFSCME 3947 v. City of Compton (PERB Case No. LA-CE-1469-M)
AFSCME 2325 v. City of Compton (PERB Case No. LA-CD-1470-M)
Pursuant to California Government Code Section 54956.9

PUBLIC COMMENTS REGARDING CLOSED SESSION AGENDA ITEM ONLY

Robert Ray commented that he has read the formal complaints and the responses from the City and urged the City to re-institute all the various City Departments which were disbanded and further rehire all 40 plus employees that were illegally laid off by the City of Compton. Mr. Ray further commented that the Federal government provided money to the City to rehire employees and if this does not happen and the Unions prevail over the City in court, the City will be required to pay a significant fine. Mr. Ray then concluded that the City Manager's contract should not be renewed.

City Attorney Damon Brown requested a closed session to allow for a conference with legal counsel regarding existing litigation - AFSCME 3947 v. City of Compton (PERB Case No. LA-CE-1469-M) and AFSCME 2325 v. City of Compton (PERB Case No. LA-CD-1470-M), pursuant to California Government Code Section 54956.9.

RECESS TO CLOSED SESSION

On motion by McCoy, seconded by Chambers, the Council recessed to closed session at 4:43 p.m. by the following vote on roll call:

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

On motion by McCoy, seconded by Chambers, the City Council reconvened at 6:55 p.m. by the following vote on roll call:

Councilmembers Present: Chambers, McCoy, Sharif, Brown
Councilmembers Absent: Galvan

REPORT OUT OF CLOSED SESSION

City Attorney Brown indicated that there was no reportable action taken during closed session.

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Robert Ray raised concerns regarding agenda item Number 12, noting that the property at South Atlantic is zoned for commercial use, however, the City is accepting bids for residential use. He further added that there is no way the City can place residences on the soil at that site, because it is contaminated. Mr. Ray further noted that the properties on Rosecrans and Compton sit on top of a liquefaction zone and the areas also sit on an earthquake fault line. Mr. Ray concluded by urging every registered voter to exercise their right and VOTE in the June 1, 2021 General Election.

CONSENT AGENDA

APPROVAL OF MINUTES

1. APRIL 27, 2021 ***(Approved)***

CITY MANAGER/CITY ATTORNEY/CITY CONTROLLER/CITY TREASURER REPORTS

2. INVESTMENT REPORT - MARCH 31, 2021 ***(Received and filed)***

CITY FIRE DEPARTMENT

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE FIRE DEPARTMENTS' 2020-2021 FISCAL YEAR BUDGET TO TRANSFER FUNDS AND AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS TO SOUTH COAST EMERGENCY VEHICLE SERVICE AND WILLIAM KALVIKOV DBA FIRE APPARATUS SOLUTIONS FOR THE MAINTENANCE AND REPAIR OF EMERGENCY FIRE APPARATUS ($40,000) ***(Approved Resolution Number 25,465)***

HOUSING AUTHORITY

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE LOCAL HOUSING AUTHORITY'S 2020-2021 FISCAL YEAR BUDGET TO TRANSFER FUNDS BETWEEN ACCOUNTS, AND TO ENTER INTO A THREE (3) YEAR AGREEMENT WITH AND ISSUE A PURCHASE ORDER TO MRI SOFTWARE, LLC. D/B/A HAPPY SOFTWARE, INC. FOR SOFTWARE USE LICENSES AND MAINTENANCE SUPPORT ($101,761.37) ***(Approved Resolution Number 25,466)***

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

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

REGULAR AGENDA

CITY MANAGER'S REPORT

5. 2021 INTERNATIONAL INSTITUTE OF MUNICIPAL CLERKS (IIMC) FOUNDATION WALL OF HONOR - ALITA GODWIN, CITY CLERK

City Manager Craig Cornwell announced that the 2021 International Institute of Municipal Clerks will honor **Alita Godwin City Clerk, MMC** at their annual conference. City Clerk Godwin will be honored by her peers and installed on the *Foundation Wall of Honor* for City Clerks. City Manager Cornwell praised Ms. Godwin for her steadfast dedication and outstanding service to the Compton community and also for winning her unprecedented *fifth* term as City Clerk and her

willingness to go the extra mile to move the City forward. Mr. Cornwell further acknowledged Ms. Godwin for the countless Fridays and Saturdays spent working on the City Council agenda and tending to her duties as Compton City Clerk.

City Clerk Alita Godwin thanked the City Manager for offering her name to be a part of the distinguished Wall of Honor. City Clerk Godwin stated that it is her extreme honor and pleasure to serve the residents and the employees of the beautiful City of Compton**.**

The Mayor and City Council thanked and commended the City Clerk for her expertise and professionalism and indicated that it is a true blessing to have City Clerk Godwin on the City's Management team.

6. POWER POINT PRESENTATION - TREE TRIMMING INVENTORY UPDATE

City Manager Cornwell and Mr. Jim Kozak presented the tree inventory update and explained that the Compton now has a software program that displays all of the trees and their health condition in the City. Mr. Kozak offered a power point presentation displaying the Tree Keeper Inventory Management tool which is a result of the inventory and assessment of the trees in the City of Compton. Mr. Kozak then noted that there are approximately 13,000 trees in the City, and further added that trees provide just over $1.5 million in eco-benefits, which include greenhouse gas and carbon avoidance or sequester, stormwater runoff prevention, air quality benefits in terms of pollutant avoidance and also positive effects on property values. The Tree Keeper Inventory will be instrumental in assessing the current condition of the trees and work in a proactive environment to improve the urban forest.

NEW BUSINESS

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON SUPPORTING ASSEMBLY BILL 1126 (BLOOM) WHICH WOULD ESTABLISH THE COMMISSION ON THE STATE OF HATE IN THE STATE OF CALIFORNIA

On motion by Sharif, seconded by McCoy, **Resolution Number 25,467** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON SUPPORTING ASSEMBLY BILL 1126 (BLOOM) WHICH WOULD ESTABLISH THE COMMISSION ON THE STATE OF HATE IN THE STATE OF CALIFORNIA**' was adopted by the following vote on roll call:

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

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DECLARING THE RESULTS OF THE PRIMARY NOMINATING ELECTION HELD IN SAID CITY ON APRIL 20, 2021

On motion by McCoy, seconded by Sharif, **Resolution Number 25,468 'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DECLARING THE RESULTS OF THE PRIMARY NOMINATING ELECTION HELD IN SAID CITY ON APRIL 20, 2021'** was adopted by the following vote on roll call:

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

9. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING CHAPTER 30 OF THE COMPTON MUNICIPAL CODE TO ADD SECTION 30-54 (SPECIFIC PLAN ZONE REGULATIONS) (First Reading)

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

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

It was moved by McCoy, seconded by Chambers, that the ordinance be placed on first reading.

Robert Delgadillo reported that the proposed ordinance will establish Specific Plan Zone Regulations which will enable the City to review and process future Specific Plans by creating the regulatory framework.

The Ordinance entitled **'AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING CHAPTER 30 OF THE COMPTON MUNICIPAL CODE TO ADD SECTION 30-54 (SPECIFIC PLAN ZONE REGULATIONS'** was placed on first reading by the following vote on roll call:

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

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE GENERAL PLAN LAND USE ELEMENT TO CREATE THE SPECIFIC PLAN LAND USE DESIGNATION AND CHANGE THE EXISTING GENERAL PLAN LAND USE DESIGNATION FOR PROPERTY LOCATED AT 1950 NORTH CENTRAL AVENUE FROM LOW DENSITY RESIDENTIAL TO SPECIFIC PLAN

On motion by McCoy, seconded by Sharif, **Resolution Number 25,469** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE GENERAL PLAN LAND USE ELEMENT TO CREATE THE SPECIFIC PLAN LAND USE DESIGNATION AND CHANGE THE EXISTING GENERAL PLAN LAND USE DESIGNATION FOR PROPERTY LOCATED AT 1950 NORTH CENTRAL AVENUE FROM LOW DENSITY RESIDENTIAL TO SPECIFIC PLAN'** was adopted by the following vote on roll call:

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

11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON, ACTING AS THE HOUSING SUCCESSOR AGENCY AUTHORIZING THE CITY MANAGER TO ENTER INTO AN EXCLUSIVE NEGOTIATION AGREEMENT WITH THE WIN PROJECT TO WORK OUT THE TERMS AND CONDITIONS OF A PURCHASE AND SALE AGREEMENT FOR THE DISPOSITION AND DEVELOPMENT OF HOUSING SUCCESSOR AGENCY-OWNED PROPERTY LOCATED AT 1716 EAST ROSECRANS AVENUE TO DEVELOP FIVE (5) AFFORDABLE FOR-SALE SINGLE FAMILY HOMES

It was moved by Chambers, seconded by McCoy, that the resolution be adopted.

Assistant City Manager Michael Antwine explained that the City must disclose the current land use designation for the property sites, and further added that the developer can request a change of zone. The property zone will be changed to 'residential' to accommodate the request.

Resolution Number 25,470 entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON, ACTING AS THE HOUSING SUCCESSOR AGENCY**

AUTHORIZING THE CITY MANAGER TO ENTER INTO AN EXCLUSIVE NEGOTIATION AGREEMENT WITH THE WIN PROJECT TO WORK OUT THE TERMS AND CONDITIONS OF A PURCHASE AND SALE AGREEMENT FOR THE DISPOSITION AND DEVELOPMENT OF HOUSING SUCCESSOR AGENCY-OWNED PROPERTY LOCATED AT 1716 EAST ROSECRANS AVENUE TO DEVELOP FIVE (5) AFFORDABLE FOR-SALE SINGLE FAMILY HOMES' was adopted by the following vote on roll call:

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

12. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON, ACTING AS THE HOUSING SUCCESSOR AGENCY AUTHORIZING THE CITY MANAGER TO ENTER INTO AN EXCLUSIVE NEGOTIATION AGREEMENT WITH LINC HOUSING CORPORATION TO WORK OUT THE TERMS AND CONDITIONS OF A PURCHASE AND SALE AGREEMENT FOR THE DISPOSITION AND DEVELOPMENT OF HOUSING SUCCESSOR AGENCY-OWNED PROPERTY LOCATED AT 16208-16216 S ATLANTIC AVE TO DEVELOP A PROPOSED SIXTY-FIVE (65) UNIT MULTI-FAMILY AFFORDABLE HOUSING DEVELOPMENT

On motion by Sharif, seconded by McCoy, **Resolution Number 25,471** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON, ACTING AS THE HOUSING SUCCESSOR AGENCY AUTHORIZING THE CITY MANAGER TO ENTER INTO AN EXCLUSIVE NEGOTIATION AGREEMENT WITH LINC HOUSING CORPORATION TO WORK OUT THE TERMS AND CONDITIONS OF A PURCHASE AND SALE AGREEMENT FOR THE DISPOSITION AND DEVELOPMENT OF HOUSING SUCCESSOR AGENCY-OWNED PROPERTY LOCATED AT 16208-16216 S ATLANTIC AVE TO DEVELOP A PROPOSED SIXTY-FIVE (65) UNIT MULTI-FAMILY AFFORDABLE HOUSING DEVELOPMENT'** was adopted by the following vote on roll call:

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

COUNCIL COMMENTS

City Clerk Alita Godwin requested that the City Council meeting be adjourned in the memory of former employee, **Myrna DeJean.**

City Clerk Godwin wished the City of Compton a very Happy **133rd** Birthday!

COUNCIL COMMENTS

Councilmember Chambers offered the following communications/announcements:

- Thanked the L.A. County Department of Health, Eastside Rider's Motorcycle Club, Rite Aid, Charles Drew Medical Center and other community organizations who assisted in providing the covid-19 vaccination event at Gonzales Park.

- Reported the various sites with illegal dumping and requested that the problem sites be addressed as soon as possible.

- Announced that Greater Zion Church Family Pastor Michael Fisher will celebrate his anniversary on Sunday May 23, 2021.

Councilmember McCoy offered the following communications/announcements:

- Expressed her condolences to the family of Ms. Myrna DeJean – and offered that Ms. DeJean was a wonderful and dedicated City employee.

- Wished her daughter, Semmik a very Happy Birthday!

- Wished the City of Compton a Happy 133rd Birthday!

Councilmember Sharif offered the following communications/announcements:

- Announced that Los Angeles County is now offering the covid-19 vaccination to homebound residence to ensure proper access to the vaccination -- please call 833-540-0473 or visit the website at: vaccinatelacounty.com.

- Announced that the Pfizer (1st and 2nd doses) or Johnson and Johnson (J & J single dose) vaccines will be available at Gonzales Park, 1101 West Cressey St, on May 15, 2021 from 12:00 p.m. to 6:00 p.m. and again on May 20, 2021 from 2:00 p.m. to 6:00 p.m.

- Invited the community to participate in the 2021 Black Graduate Celebration hosted by Alpha Phi Alpha Fraternity, Inc. for graduates of Compton, Centennial and Dominguez High Schools on June 5, 2021 at the Compton Woodley Airport.

Mayor Brown offered the following communications/announcements:

- **Mayor Brown** announced that Los Angeles County is continuing its downward trend rate of positivity of coronavirus cases, however, we must all continue to follow the guidelines and use precautions to fully contain the virus. Health officials have stated that fully vaccinated Americans do not need to wear masks outdoors unless they are in a large crowd. Mayor Brown indicated that California residents 16 years of age and older are currently eligible to receive the vaccine to protect against the coronavirus---please visit: vaccinatelacounty.com. Testing is still available at Gonzales Park and Burrell MacDonald park. Please visit: covid19.lacounty.gov/testing for information or appointments. Residents may also obtain additional information by visiting the City's frequently updated Resource Guide, which is found on the website at: comptoncity.org.

- **Mayor Brown** indicated that the Compton Food Pantry is still operational Thursday through Sunday 11:00 a.m. to 2:00 p.m. at Leuders park. Delivery service is also available to Seniors, Veterans and Disabled individuals by calling 310-631-8611.

- **Mayor Brown** wished the beautiful City of Compton a very Happy 133rd Birthday!

ADJOURNMENT

On motion by Sharif, seconded by Chambers, the meeting was adjourned in memory of **Myrna DeJean** at 8:05 p.m. by the following vote on roll call:

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

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

June 2, 2021

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A REQUEST TO ADD AN ADDITONAL BUDGET PUBLIC HEARING FOR THE CONSIDERATION OF THE PROPOSED FISCAL YEAR 2021-2022 BUDGET

Section 1406 of the City Charter requires that the City Council shall hold a public hearing on the proposed budget at which interested persons desiring to be heard shall be given an opportunity to do so. Staff is requesting that the City Council schedule an additional **public hearing** for the consideration of the proposed Fiscal Year 2021-2022 budget if necessary on the following date:

Tuesday June 22, 2021 5:45 p.m.

CRAIG J. CORNWELL
CITY MANAGER

June 2, 2021

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

FROM: **PUBLIC WORKS – ENGINEERING DEPARTMENT**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE COMPTON SEWER SERVICE CHARGES FOR FISCAL YEAR 2021/2022 AND ORDERING THE PREPARATION OF AN ENGINEER'S REPORT PURSUANT TO THE MUNICIPAL IMPROVEMENT ACT OF 1913, DIVISION 12 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE**

SUMMARY

A resolution initiating proceedings for the levy and collection of assessments within the Compton sewer service charges for Fiscal Year 2021/2022 and ordering the preparation of an engineer's report pursuant to the Municipal Improvement Act of 1913, Division 12 of the California Streets and Highways Code.

BACKGROUND

Annually, the City is required by statute to prepare and adopt Sewer Service Charge Assessments. Before the City prepares the assessments, it must adopt a resolution initiating the proceedings for the Sewer Service Charge.

Assessments levied within the City's Sewer Service Charges are used to pay for maintenance and servicing of the sewage system and to pay for rehabilitation and debt service (bonds) of the sewer system. These assessments are collected for the City by the County Tax Collector and usually nets the City approximately $913,479 annually.

STATEMENT OF THE ISSUE

It is incumbent upon the City to undertake the 2021/2022 Sewer Service Charge Assessments in order to raise revenue to fund services for maintenance of drainage, and to pay for the sewer debt service (bonds). The attached resolution initiates this process.

FISCAL IMPACT

These assessments are collected for the City by the County Tax Collector, and usually nets the City of Compton approximately $913,479 annually.

ALTERNATIVE

Staff does not have an alternative, given that the City does not have another mechanism by which to generate the necessary revenue services for maintenance of drainage, and to pay for the sewer debt service (bonds).

RECOMMENDATION

Staff recommends adoption of the attached Resolution.

CRAIG J. CORNWELL
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION OF ASESSMENTS WITHIN THE COMPTON SEWER SERVICE CHARGE FOR FISCAL YEAR 2021-2022 AND ORDERING THE PREPARATION OF AN ENGINEER'S REPORT PURSUANT TO THE MUNICIPAL IMPROVEMENT ACT OF 1913, DIVISION 12 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE

WHEREAS, the City Council of the City of Compton has determined that it is necessary and desirable to continue the current levels of maintenance of the public sewer system and pay for bonds; and

WHEREAS, to maintain such levels, it is necessary to continue the collection of assessments and charges as has occurred in past fiscal years.

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

SECTION 1. That pursuant to the Municipal Improvement Act of 1913, Division 12 of the California Streets and Highways Code the existing improvements, which are financed by the Sewer Service Charges, may be briefly described as follows:

SECTION 2. That the maintenance of the existing sanitary sewer system and repayment of a portion of the annual payment on the sewer bonds previously issued for the reconstruction of the City's sewer system at various locations throughout the City of Compton. This maintenance may include the repair or replacement of damaged mains, manholes, and appurtenant structures in order to maintain the system for the health, safety and welfare of the lands assessed within the sewer service charge area.

SECTION 3. That maintenance includes all labor, material and equipment required to properly maintain and service the sewer system, including appurtenant facilities within the District by City staff and others. All improvements within the District will be maintained and serviced on a regular basis. The frequency and specific maintenance operations required will be determined by City staff; the furnishing of water required for the flushing of sewer lines and appurtenant facilities; the furnishing of electricity is required for the operation of the sewer system and appurtenant facilities; repairs that are unforeseen and not normally included in the yearly maintenance cost, including repair of damage due to the normal or accidental damage to the system. Planned upgrades of the improvements that provide a direct benefit to the District could also be included in renovation costs for Fiscal Year 2021/2022, commencing July 1, 2021 and ending June 30, 2022.

SECTION 4. That public property owned by any public agency in the performance of a public function, which is included within the boundaries of the District, shall not be subject to assessment to be made under these proceedings to cover any of the costs and expenses of the improvements.

SECTION 5. That the City Council hereby designates Willdan Financial Services as the engineer (the "Engineer") for the purpose of these proceedings and hereby authorizes and directs the Engineer to prepare and file with the City Clerk a written report in connection with these proceedings in accordance with the California Constitution.

A. Plans and specifications for the improvements, which shall indicate the class and type of improvements to be provided for each zone.

B. An estimate of the costs of the improvements for the 2021/2022 Fiscal Year, including all of the following:

1. The total cost of the improvements, including all incidental expenses;

2. The amount of any surplus or deficit in the Improvement Fund for the District to be carried over from the 2020/2021 Fiscal Year;

3. The amount of any contributions to be made from sources other than assessments levied pursuant to the Act; and

4. The net amount to be assessed upon assessable lands with the District, being the total cost of the improvements, increased or decreased as the case may be, by any surplus, deficit or contributions.

C. A diagram for the District showing all of the following:

1. The exterior boundaries of the District;

2. The boundaries of any zones within the District; and

3. The lines and dimensions of each lot or parcel of land within the District.

Each lot or parcel shall be identified by a distinctive number or letter. The lines and dimensions of each lot or parcel shown on the diagram shall conform to those shown on the County Assessor's Maps for the 2021/2022 Fiscal Year. The diagram may refer to the County Assessor's Maps for a detailed description of the lines and dimensions of any lots or parcels; in which case, those Maps shall govern for all details concerning the lines and dimensions of such lots or parcels.

D. An assessment of the estimated costs of the improvements for the 2021/2022 Fiscal Year, which shall do all of the following:

1. State the net amount to be assessed upon assessable lands within the District;

2. Describe each assessable lot or parcel of land within the District; and

3. Assess the net amount upon all assessable lots or parcels of land within the District by apportioning the amount among the several lots or parcels in proportion to the estimated benefits to be received by each lot or parcel from the improvements.

The assessment may refer to the County assessment roll for a description of the lots and parcels, in which case the roll shall govern for all details concerning the description of the lots or parcels.

SECTION 6. That copies of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk and Public Works Engineering Departments.

SECTION 7. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this _____ day of _____, 2021.

_____
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 _____, 2021.

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

June 2, 2021

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

FROM: **PUBLIC WORKS – ENGINEERING DEPARTMENT**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE PRELIMINARY ENGINEER'S REPORT OF WILLDAN FINANCIAL SERVICES FOR THE CITY OF COMPTON'S SEWER SERVICE CHARGES AND DECLARING THE CITY COUNCIL'S INTENT TO LEVY AN ASSESSMENT FOR FISCAL YEAR 2021-2022**

SUMMARY

A resolution approving the Preliminary Engineer's Report of Willdan Financial Services and Intention to Levy an Assessment for the City of Compton's Sewer Service Charges for Fiscal Year 2021/2022.

BACKGROUND

A preliminary Engineer's Report for the District has been prepared which sets forth the improvements and the proposed assessments and charges. These assessments and charges have been spread proportionately in accordance with the special benefits each property receives. In addition, this report is the Preliminary Engineer's Report, and is subject to review and comment prior to adoption. A public hearing on the District was conducted on June 2, 2021. This report maintains the changes from the previous year assessments.

STATEMENT OF THE ISSUE

These funds are required to operate the sewer collection system in the City of Compton for Fiscal Year 2021/2022. For information and future consideration, reserve funds are typically maintained for proper maintenance and operations of the District. The reserves are collected as part of the levy assessed against the parcels and can be increased through voter approval via Proposition 218 proceedings. Through the information available, the levy has not been increased over the previous five (5) years and thus reduces the reserve balance. Staff will review the operational costs and budget for FY 2021/2022 and most likely will be recommending an increase to the levy for consideration.

FISCAL IMPACT

There is no fiscal impact associated with this action.

ALTERNATIVE

The City desires to approve the Preliminary Engineering Report for the Compton's Sewer Services Charges.

RECOMMENDATION

Staff recommends adoption of this Resolution.

CRAIG J. CORNWELL
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE PRELIMINARY ENGINEER'S REPORT OF WILLDAN FINANCIAL SERVICES FOR THE CITY OF COMPTON'S SEWER SERVICE CHARGE AND DECLARING THE CITY COUNCIL'S INTENT TO LEVY AN ASSESSMENT FOR FISCAL YEAR 2021-2022

WHEREAS, the City Council pursuant to provisions of the California Constitution and provisions of the City of Compton Municipal Code (hereinafter referred to as the "Municipal Code") did by previous Resolution, order the preparation of the Fiscal Year 2021/2022 Engineer's Report for the Sewer Service Charge (hereinafter referred to collectively as the "Districts"), and

WHEREAS, the City Council pursuant to applicable provisions of the California Streets and Highways Code or Municipal Code proposes to levy and collect assessments and charges against lots and parcels of land within the Districts for the Fiscal Year 2021/2022, to pay the maintenance, servicing and operation of the improvements related thereto, and

WHEREAS, Willdan Financial Services (the designated Engineer) in accordance with the State Law and provisions of the Municipal Code, has prepared and filed with the City Clerk an Engineer's Report for Fiscal Year 2021/2022 and said Report has been presented to the City Council and is incorporated herein by reference, and

WHEREAS, this City Council has examined and reviewed the Engineer's Report as presented, and is preliminarily satisfied with the description of the Districts, the improvements identified therein, each of the budget items and documents as set forth, and is satisfied that the proposed assessments and charges have been spread proportionately in accordance with the special benefit each property receives from the improvements, operation, maintenance and services to be performed, as set forth in said Engineer's Report or as modified by Council action and incorporated herein; and

WHEREAS, it is the intent of the City Council to levy an assessment for the Fiscal Year 2021-2022 as specified in said Engineer's Report.

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

SECTION 1. That the above recitals are true and correct.

SECTION 2. That the Engineer's Report as presented is hereby approved pursuant to the California Constitution and provisions of the Municipal Code and ordered to be filed in the Office of the City Clerk as a permanent record and to remain open to public inspection.

SECTION 3. That copies of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk and Public Works Engineering Departments.

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

ADOPTED this _____ day of _____, 2021.

_____

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 _____, 2021.

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

City of Compton

Sewer Service Charge

2021/2022 Engineer's Report

Intent Meeting: April 13, 2021
Public Hearing: May 11, 2021

27368 Via Industria
Suite 200
Temecula, CA 92590
T 951.587.3500 | 800.755.6864
F 951.587.3510

www.willdan.com

WILLDAN

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I. INTRODUCTION

To ensure a flow of funds for a portion of the ongoing maintenance and operation of the sanitary sewer facilities, within the boundaries of the City of Compton, the City Council has previously established a Sewer Service Charge.

On November 5, 1996, California voters approved Proposition 218. This Constitutional amendment was the latest in a series of initiatives altering the revenue-raising discretion of California local agencies. The provisions of the Proposition are set forth in California Constitutional Articles XIII C and XIII D.

As relevant to the City of Compton Sewer Service Charge, California Constitution Article XIII D, Sections 1 through 5, provide for additional substantive and procedural requirements, as outlined below.

Proposition 218 defines, "Assessments" as:

> ‘‘... any levy or charge by an agency upon real property that is based upon the special benefit conferred upon the real property… "Assessment" includes, but is not limited to, "special assessment," "benefit assessment," "maintenance assessment" and "special assessment tax."
>
> Article XIII D Section 2(e) of the Constitution of the State of California defines ‘‘Charges" as:
>
> "…"charge" means any levy other than an ad valorem tax, a special tax, or an assessment, imposed by an agency upon a parcel or upon a person as an incident of property ownership, including a user fee or charge for a property related service."

Although District assessments and charges are generally collected on the property tax rolls, District "assessments" and "charges" are not "taxes." Assessments and charges are distinct from the regular one percent (1%) property tax and property tax debt overrides in that assessment rates and charges are not levied on an ad valorem basis. The Sewer Service levy is considered a charge under Proposition 218.

Proposition 218 requires that beginning July 1, 1997, all new and existing assessments (with some exceptions) conform to new substantive and procedural requirements. However, certain assessments are exempted from the conformity requirement until they are increased. Generally, these exemptions include:

- Assessments used exclusively to fund sidewalks, streets, sewers, water, flood control, drainage systems, or vector control.
- Assessments used exclusively for bond repayments, the cessation of which would violate the Contract Impairment Clause of the U.S. Constitution.
- Assessments previously approved by a majority of voters.
- Assessments approved by all the property owners at the time the assessments were initially imposed.

The City Council has previously determined that the charges for the Sewer Service constitute a continuation of charges existing on the effective date of Article XIII D, that the assessments and charges were imposed exclusively to finance the maintenance and operation expenses for sewers and that the charges as they existed before July 1, 1997 are exempt from the requirements of Article XIII D, Section 4 of the California Constitution. In that the charges are used exclusively to fund sewers under the provision for exemption defined in Section 5(a) of the Article.

This Report for the City of Compton Sewer Service Charge ("Charge") has been prepared pursuant to the order of the City of Compton, in compliance with City Municipal Code ("Code") and statutory requirements for the State of California. The Report covers Fiscal Year 2021/2022 beginning July 1, 2021 and ending June 30, 2022.

II. IMPROVEMENTS

The monies collected by the City for the Charge are used for the maintenance of the existing sanitary sewer system and repayment of a portion of sewer bonds previously issued for the reconstruction of the City's sewer system. Maintenance includes the repair or replacement of damaged mains, manholes and appurtenant structures in order to maintain the system for the health, safety and welfare of the parcels charged within the City, all work to be performed within public streets or rights-of-way.

III. METHODOLOGY

The Charge is levied on the basis of historical water consumption data. Past studies have shown a high degree of correlation between water consumption and sewer discharge for a majority of the users within the area. As shown below, fees for the respective users have been divided into six (6) use zones ("Zones"). The Zones are identified as follows:

Zone	Type of User	Average Monthly Water Consumption
1	Residential & Small Commercial	Less than 10,000 cu. ft.
2	Commercial & Industrial	10,000 to 25,000 cu. ft.
3	Commercial & Industrial	25,000 to 50,000 cu. ft.
4	Commercial & Industrial	50,000 to 75,000 cu. ft.
5	Commercial & Industrial	More than 75,000 cu. ft.
6	Vacant lots, Septic Tank Users, Public Property, Disabled Citizens & Senior Citizens	Exempt

A flat fee for residential users has been utilized, while a sliding fee for commercial and industrial users was determined to be the most equitable for said users within the City of Compton. Zone 6 provides for exemptions from the Charge for vacant lots properties that have septic tanks, properties currently owned by senior or disabled citizens, and publicly owned properties. Exemptions are applied upon receipt and filing of an application for such exemption with the City.

The City of Compton has historically recognized that senior citizens and the disabled have a water usage which is lower than other housing units and that the cost of such reduced usage services

are covered in the main part by general property taxes and other City revenues and not by direct application of the Sewer Service Charge.

The City of Compton Public Works Department has determined that the rate of sewer service charge for all the assessable parcels within the limits of the City of Compton for Fiscal Year 2021/2022 shall remain the same as Fiscal Year 2020/2021. The total estimated charged for sewer service for all parcels is $913,479, this charge can increase or decrease depending on Senior exemptions applied in Fiscal Year 2021/2022.

In order to ensure timely and efficient collections of the sewer service charges, the City of Compton utilizes the Los Angeles County Assessor's office property tax billing system for collection of the sewer service charges. Upon receipt of the sewer service charges through the property tax billing system, the funds received by the Los Angeles County Assessor's office are forwarded to the City of Compton and are placed in a designated fund for exclusive use of the operation and maintenance of the sewer system of the City of Compton.

IV. DISTRICT BUDGET

The following describes the costs funded through the Charge and shown in the budget.

Maintenance Costs (Labor, Benefits, and Equipment) – Includes all labor, material and equipment required to properly maintain and service the sewer system by City staff and others. All improvements within the District will be maintained and serviced on a regular basis. City staff will determine the frequency and specific maintenance operations required.

Debt Service – Pledged revenues under the Trust Agreement for the payment of Bonds issued for the reconstruction of the sewer system.

Administration – The cost of City department staff personnel involved in providing the coordination for maintenance and servicing, responding to public concerns and levying and collecting assessments. This includes, where appropriate, reimbursement for time spent by other City staff such as, Finance and Accounting, the City Attorney, the City Manager, City Council and the Public Works staff. The cost also includes contracts with professionals to provide additional engineering or administrative services specific to the District and County fees.

Reserve Fund Transfer/(Contributions) – Represents contributions or transfers of funds from the reserve fund.

Other Revenues/General Fund (Contributions) – Represents revenue from other sources such as the City of Compton General Fund.

Total Net Estimated Cost – Total direct cost plus total administrative costs and transfers from/to the rebate reserve fund or contributions from other revenue sources.

Total Parcels – The total number of parcels within the District.

Total Parcels Levied – The total number of parcels within the District that will be charged for the Fiscal Year.

Charge Amount – The total amount to be charged this Fiscal Year.

Cost Allocation Plan ("CAP") - Summarizes a comprehensive analysis completed for the City of Compton, California (the "City") to determine the appropriate allocation of costs from City central service departments to the departments that provide services directly to the community. The primary objective is to allocate costs from departments that provide services internally to operating departments that conduct the day-to-day operations necessary to serve the community. These internal service costs are those: (a) incurred for a common or joint purpose benefiting more than one cost objective, and (b) not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved. The term "indirect costs," as used herein, applies to costs of this type originating in the central service departments. Typical central service departments include the City Manager and City Controller, whereas, typical operating departments include Fire, Public Works, and enterprise funds.

To ensure central service department costs are appropriately allocated to the operating departments, we analyzed and identified expenditures to determine which costs are allowable versus unallowable in accordance with Office of Management and Budget (OMB)-87 principles. Costs that are typically considered to be unallowable include, but are not limited to: General Advertising, Entertainment, Award Ceremonies, Capital Improvements, Bad Debt, Lobbying, Contingencies, Legislative Body (City Council), Debt Service, Promotional Items.

As such, unallowable costs were excluded from this CAP, including indirect costs associated with City Council (reflected as a negative number under allowable costs).

TABLE I – PROPOSED BUDGET FISCAL YEAR 2021/2022

CITY OF COMPTON SEWER SERVICE CHARGE	
DIRECT COSTS	**FY 2021/22**
Maintenance Costs	
Labor	$5,000
Benefits	10,500
Machinery & Equipment	6,683
Contract Services (Sewer Contractor)	400,000
Debt Service	500,000
Cost Allocation	
TOTAL DIRECT COSTS	**$922,183**
ADMINISTRATION COSTS	
County Administration	$4,074
Other Professional Services	16,300
TOTAL ADMINISTRATION COSTS	**$20,374**
COLLECTIONS/(CREDITS) APPLIED TO LEVY	
TOTAL DIRECT AND ADMINISTRATION COSTS	**$942,557**
General Fund (Contribution)	0
Unfunded Costs	(29,078)
Total Net Estimated Cost	**$913,479**
DISTRICT STATISTICS	
Total Parcels	20,767
Total Parcels Levied	16,094
Balance to Levy	**$913,479**

Note: This is an estimate budget the Balance to Levy may increase or decrease depending on Senior Exemption and other factors.

CITY OF COMPTON
SEWER SERVICE CHARGE
FISCAL YEAR 2021/2022

TABLE II –CHARGE SUMMARY

ZONE	TYPE OF USER	AVERAGE MONTHLY WATER USAGE (CUBIC FEET)	NUMBER OF PARCELS	ANNUAL ASSESSMENT RATE ($)	ANNUAL REVENUE ($)
1	Residential & Small Commercial	Less than 10,000	15,996	$54	$855,144
2	Commercial & Industrial	10,000 to 25,000	169	$135	22,680
3	Commercial & Industrial	25,000 to 50,000	43	$270	11,340
4	Commercial & Industrial	50,000 to 75,000	23	$405	9,315
5	Commercial & Industrial	More than 75,000	25	$600	15,000
6	Vacant Lots, Septic Tanks, Senior and Disabled Citizens	Exempt	4,511	$0	0
TOTAL			**20,767**	**N/A**	**$913,479**

EXHIBIT A – CITY OF COMPTON'S DIAGRAM

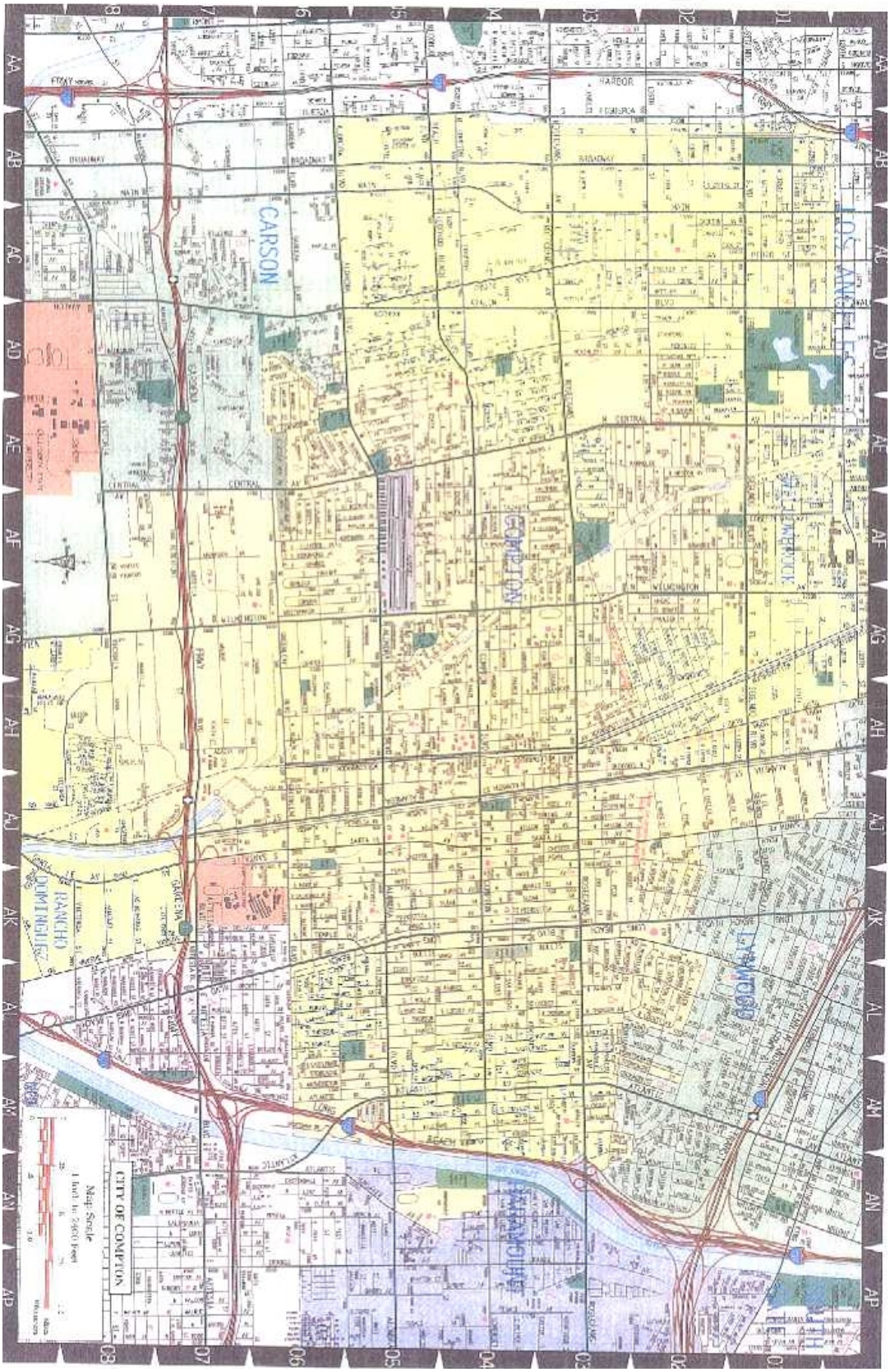

EXHIBIT B – ASSESSMENT ROLL

The proposed assessment amounts for Fiscal Year 2021/2022 for the Sewer Service Charge are sent under separate cover and hereby referenced to in this Report. Parcel identification, for each lot or parcel within the District shall be the Assessor Parcel Numbers as shown on the Los Angeles County Assessor's map for the year in which this Report is prepared.

The listing of parcels and the amount of assessment to be levied shall be submitted to the County Auditor/Controller and included on the property tax roll for each parcel in Fiscal Year 2021/2022.

If any parcel submitted for assessment is identified by the County Auditor/Controller to be an invalid parcel number or the parcel Land Use changes for the current Fiscal Year, a corrected parcel number and/or new parcel numbers will be identified and resubmitted to the County Auditor/Controller. The assessment/Charge amount to be levied and collected for the resubmitted parcel or parcels shall be based on the method of apportionment and assessment/Charge rates approved in this Report. Therefore, if a single parcel has changed to multiple parcels, the assessment amount applied to each of the new parcels shall be recalculated and applied according to the approved method of apportionment and assessment rate rather than a proportionate share of the original assessment. Similarly, if a parcel Land Use changes, the assessment/charge amount applied shall be recalculated and applied according to the approved method of apportionment and assessment rates.

June 2, 2021

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

FROM: **PUBLIC WORKS – ENGINEERING DEPARTMENT**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE COMPTON LIGHTING AND LANDSCAPE DISTRICT NO. 1 FOR FISCAL YEAR 2021/2022 AND ORDERING THE PREPARATION OF AN ENGINEER'S REPORT PURSUANT TO THE PROVISIONS OF PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE**

SUMMARY

A resolution initiating proceedings for the levy and collection of assessments within the Compton Lighting and Landscape District No.1 for Fiscal Year 2021/2022 and ordering the preparation of an Engineer's Report pursuant to the provisions of Part 2 of Division 15 of the Streets and Highways Code.

BACKGROUND

Annually, the City is required by statute to prepare and adopt Lighting and Landscape Assessments. Before the City prepares the assessments, it must adopt a resolution initiating the proceedings for the Lighting and Landscape District No.1.

Assessments levied within the City's Lighting and Landscape District are used to pay for maintenance and servicing of the street lighting, traffic signals, and landscaping rehabilitation. These assessments are collected for the City by the County Tax Collector and usually nets the City of Compton approximately $4,187,847.66 annually.

STATEMENT OF THE ISSUE

It is incumbent upon the City to undertake the 2021/2022 Lighting and Landscape Assessments in order to raise revenue to fund services for maintenance of landscaping, lighting and traffic signals. The revenues received from the assessment will be allocated within the Public Works Department budget to offset the costs of various for maintenance and infrastructure projects.

ALTERNATIVE

The City is mandated pursuant statue to perform this assessment, thus no alternative proposed.

FISCAL IMPACT

The estimated $4,187,847.66 funds from this assessment will be allocated within the Public Works Department FY 2021-2022 budget.

RECOMMENDATION

Staff recommends approval of the attached Resolution.

CRAIG J. CORNWELL
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE COMPTON LIGHTING AND LANDSCAPE DISTRICT NO. 1 FOR FISCAL YEAR 2021/2022 AND ORDERING THE PREPARATION OF AN ENGINEER'S REPORT PURSUANT TO THE PROVISIONS OF PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE

WHEREAS, the City Council of the City of Compton has determined that it is necessary and desirable to continue the current levels of landscaping maintenance of the public streets; and

WHEREAS, assessments levied within the City of Compton's Lighting and Landscape District are used to pay for maintenance and servicing of the street lighting, traffic signals, and landscaping-rehabilitation. These assessments are collected for the City by the County Tax Collector and usually nets the City of Compton approximately $4,187,847.66 annually; and

WHEREAS, it is incumbent upon the City to undertake the 2021/2022 Lighting and Landscape Assessments in order to raise revenue to fund services for maintenance of landscaping, lighting and traffic signals. The revenues received from the assessment will be allocated within the Public Works Department budget to offset the costs of various for maintenance and infrastructure projects; and

WHEREAS, to maintain such levels, it is necessary to continue the collection of assessments and charges that has occurred in past fiscal years.

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

SECTION 1. That pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code (commencing with Section 22500) ("the Act"), the City Council of the City of Compton desires to initiate proceedings for the levy and collection of an assessment against parcels of property within the assessment district for Fiscal Year 2021/2022, commencing July 1, 2021 and ending June 30, 2022, to pay for the costs and expenses of the improvements described in Section 3 hereof.

SECTION 2. That the boundaries of the District shall be coterminous with the boundaries of the City of Compton.

SECTION 3. That the existing improvements may be briefly described as follows: the maintenance and servicing of public streets within the District, including the maintenance and servicing of streetlights, traffic signals and appurtenant facilities located in and along public streets and, roadways and right-of-way in the City. *"Maintenance"* means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of street lights, traffic signals and appurtenant facilities, including repair, removal or replacement of all or part of any street lights, traffic signals or appurtenant facilities and the cleaning, sandblasting and painting of street lights, traffic signals or appurtenant facilities to remove or cover graffiti. *"Servicing,"* means the furnishing of electric current or energy, gas or other illuminating agent for the landscaping of appurtenant facilities and water for streetlights, traffic signals or appurtenant facilities.

The work to be done also includes the operation, maintenance and servicing of ornamental structures, landscaping, including trees, shrubs, grass and other ornamental vegetation and appurtenant facilities, including irrigation systems and drainage devices located in public streets or rights-of-way within the boundaries of the District.

"Maintenance" means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of the ornamental structures, landscaping and appurtenant facilities, including repair, removal or replacement of all or part of any of the ornamental structures, landscaping or appurtenant facilities; providing for the life, growth, health and beauty of the landscaping including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease, or and sandblasting and painting of walls and other improvements within the street area to remove or cover graffiti. *"Servicing,"* means the furnishing of electricity for the lighting and operation of the ornamental structures, landscaping and appurtenant facilities, and water for the irrigation and control of the landscaping and the maintenance of any of the ornamental structures, landscaping and appurtenant facilities.

SECTION 4. That public property owned by any public agency and in use in the performance of a public function, which is included within the boundaries of the District, shall not be subject to assessment to be made under these proceedings to cover any of the costs and expenses of the improvements.

SECTION 5. That the City Council hereby designates Willdan Financial Services as the engineer (the "Engineer") for the purpose of these proceedings and hereby authorizes and directs the Engineer to prepare and file with the City Clerk a written report in connection with these proceedings in accordance with Article 4 (commencing with Section 22565) of Chapter 1 of the Act, which shall contain the following:

A. Plans and specifications for the improvements, which shall indicate the class and type of improvements to be provided for each zone.

B. An estimate of the costs of the improvements for the 2021/2022 Fiscal Year, including all of the following:

1. The total cost of the improvements, including all incidental expenses;

2. The amount of any surplus or deficit in the Improvement Fund for the District to be carried over from the 2020/2021 Fiscal Year;

3. The amount of any contributions to be made from sources other than assessments levied pursuant to the Act; and

4. The net amount to be assessed upon assessable lands with the District, being the total cost of the improvements, increased or decreased as the case may be, by any surplus, deficit or contributions.

C. A diagram for the District showing all of the following:

1. The exterior boundaries of the District; and

2. The boundaries of any zones within the District; and

3. The lines and dimensions of each lot or parcel of land within the District.

Each lot or parcel shall be identified by a distinctive number or letter. The lines and dimensions of each lot or parcel shown on the diagram shall conform to those shown on the County Assessor's Maps for the 2021/2022 Fiscal Year. The diagram may refer to the County Assessor's Maps for a detailed description of the lines and dimensions of any lots or parcels; in which case, those Maps shall govern for all details concerning the lines and dimensions of such lots or parcels.

D. An assessment of the estimated costs of the improvements for the 2020/2021 Fiscal Year, which shall do all of the following:

1. State the net amount to be assessed upon assessable lands within the District; and

2. Describe each assessable lot or parcel of land within the District; and

3. Assess the net amount upon all assessable lots or parcels of land within the District by apportioning the amount among the several lots or parcels in proportion to the estimated benefits to be received by each lot or parcel from the improvements.

The assessment may refer to the County assessment roll for a description of the lots and parcels, in which case the roll shall govern for all details concerning the description of the lots or parcels.

SECTION 6. That copies of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk and Public Works Engineering Department.

SECTION 7. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this _____ day of _____, 2021.

_____
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 _____, 2021.

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

June 2, 2021

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

FROM: **PUBLIC WORKS – ENGINEERING DEPARTMENT**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE PRELIMINARY ENGINEER'S REPORT OF WILLDAN FINANCIAL SERVICES FOR THE CITY OF COMPTON'S LIGHTING AND LANDSCAPE ASSESSMENT DISTRICT NO. 1 AND DECLARING THE CITY COUNCIL'S INTENT TO LEVY AN ASSESSMENT FOR FISCAL YEAR 2021-2022**

SUMMARY

A resolution approving the Preliminary Engineer's Report of Willdan Financial Services and the Intention to Levy an Assessment for the City of Compton's Lighting and Landscape Assessment District No. 1 for Fiscal Year 2021/2022.

BACKGROUND

A preliminary Engineer's Report for the District has been prepared which sets forth the improvements and the proposed assessments and charges. These assessments and charges are spread proportionately in accordance with the special benefits each property receives. In addition, this report is the Preliminary Engineer's Report, and is subject to review and comment prior to adoption. A public hearing on the District was conducted on June 2, 2021. This report maintains the changes from the previous year assessments.

STATEMENT OF THE ISSUE

This action is required in order to the City to receive the necessary revenues to operate the street lighting and landscaping in the City for Fiscal Year 2021/2022. For information and future consideration, reserve funds are typically maintained for proper maintenance and operations of the District. The reserves are collected as part of the levy assessed against the parcels and can be increased through voter approval via Proposition 218 proceedings. Through the information available, the levy has not been increased over the previous five (5) years and thus reduces the reserve balance. Staff will review the operational costs and budget for FY 2021/2022 and most likely will be recommending an increase to the levy for consideration.

FISCAL IMPACT

There is no fiscal impact associated with this action.

ALTERNATIVE

There is no alternative proposed at this time. The City desires to proceed in approving the Preliminary Engineering Report for City's Lighting and Landscape Assessment District.

RECOMMENDATION

Staff recommends adoption of this Resolution.

CRAIG J. CORNWELL
CITY MANAGER

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE PRELIMINARY ENGINEER'S REPORT OF WILLDAN FINANCIAL SERVICES FOR THE CITY OF COMPTON'S LIGHTING AND LANDSCAPE ASSESSMENT DISTRICT NO. 1 AND DECLARING THE CITY COUNCIL'S INTENT TO LEVY AN ASSESSMENT FOR FISCAL YEAR 2021-2022

WHEREAS, the City Council pursuant to provisions of the *Landscaping and Lighting Act of 1972 (commencing with Section 22500) Part 2, Division 15 of the California Streets and Highways Code* (hereinafter referred to as the "Act") and provisions of the City of Compton Municipal Code (hereinafter referred to as the "Municipal Code") did by previous Resolution, order the preparation of the Fiscal Year 2021/2022 Engineer's Report for the Landscape and Lighting District No. 1 (hereinafter referred to collectively as the "Districts"); and

WHEREAS, the City Council pursuant to applicable provisions of the Act or Municipal Code proposes to levy and collect assessments and charges against lots and parcels of land within the Districts for the Fiscal Year 2021/2022, to pay the maintenance, servicing and operation of the improvements related thereto; and

WHEREAS, Willdan Financial Services (the designated Engineer) in accordance with *Section 22623* of the Act and provisions of the Municipal Code, has prepared and filed with the City Clerk an Engineer's Report for Fiscal Year 2021/2022 and said report has been presented to the City Council and is incorporated herein by reference; and

WHEREAS, the City Council has examined and reviewed the Engineer's Report as presented, and is preliminarily satisfied with the description of the Districts, the improvements identified therein, each of the budget items and documents as set forth, and is satisfied that the proposed assessments and charges have been spread proportionately in accordance with the special benefit each property receives from the improvements, operation, maintenance and services to be performed, as set forth in said Engineer's Report or as modified by Council action and incorporated herein; and

WHEREAS, it is the intent of the City Council to levy an assessment for the Fiscal Year 2021-2022 as specified in said Engineer's Report

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

SECTION 1. That the above recitals are true and correct.

SECTION 2. That the Engineer's Report as presented is hereby approved pursuant to *Section 22623* of the Act and provisions of the Municipal Code and ordered to be filed in the Office of the City Clerk as a permanent record and to remain open to public inspection.

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

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

ADOPTED this _____ day of _____, 2021.

_____
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 _____, 2021.

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

City of Compton

Landscape and Lighting District No. 1

2021/2022 Engineer's Report

Intent Meeting: April 13, 2021
Public Hearing: May 11, 2021

27368 Via Industria
Suite 200
Temecula, CA 92590
T 951.587.3500 | 800.755.6864
F 951.587.3510

www.willdan.com

WILLDAN

ENGINEER'S REPORT AFFIDAVIT

Establishment of Annual Assessments for the:

Landscape and Lighting District No. 1

City of Compton
Los Angeles County, State of California

This Report identifies the parcels within the District and all relevant zones therein, as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the Los Angeles County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District. The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this _____ day of _____, 2021.

Willdan Financial Services
Assessment Engineer
On Behalf of the City of Compton

By: _____

Stacee Reynolds, Senior Project Manager
District Administration Services

By: _____

Tyrone Peter
PE # C 81888

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I. INTRODUCTION

The City of Compton ("City") annually levies and collects special assessments in order to maintain the improvements that provide special benefit to properties within the Compton Landscape and Lighting District No.1 ("District"). Assessments are levied annually for the District pursuant to the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code* (the "1972 Act").

The Engineer's Report ("Report") describes the District, applicable changes to the District, including any annexations or substantial changes in the improvements, and the proposed assessments for the fiscal year commencing July 1, 2021 and ending June 30, 2022 ("2021/2022"). The assessments are based on the historical and estimated cost to maintain the improvements that provide a special benefit to properties within the District and Zones, as described herein. The improvements within the District and the corresponding costs, including all expenditures, deficits, surpluses, revenues, and reserves, are assessed for each Zone.

For the purposes of this Report, the word "parcel" refers to an individual property assigned its own Assessment Number by the Los Angeles County Assessor's Office. The Los Angeles County Auditor/Controller uses Assessment Numbers and specific Fund Numbers to identify properties assessed for special district benefit assessments on the tax roll.

Following consideration of all public comments and written protests at a noticed public hearing and review of the Engineer's Report, the City Council may order amendments to the Report or confirm the Report as submitted. Following final approval of the Report and confirmation of the assessments, the Council may then order the levy and collection of assessments for fiscal year 2021/2022 pursuant to the 1972 Act. In such case, the assessment information will be submitted to the County Auditor/Controller and included on the property tax roll for each assessable parcel in fiscal year 2021/2022.

II. PROVISIONS OF THE 1972 ACT

The Method of Apportionment described for the District utilizes commonly accepted assessment-engineering practices and have been established pursuant to the 1972 Act in compliance with the provisions of the California Constitution Article XIIID. As generally defined, the improvements and the associated assessments for any district formed pursuant to the 1972 Act may include one or any combination of the following:

1) The installation or planting of landscaping.
2) The installation or construction of statuary, fountains, and other ornamental structures and facilities.
3) The installation or construction of public lighting facilities, including, but not limited to streetlights and traffic signals.
4) The installation or construction of any facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing thereof; including but not limited to, grading, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.

5) The installation of park or recreational improvements including, but not limited to the following:
    i. Land preparation, such as grading, leveling, cutting and filling, sod, landscaping, irrigation systems, sidewalks, and drainage.
    ii. Lights, playground equipment, play courts and public restrooms.
6) The maintenance or servicing, or both, of any of the foregoing.
7) The acquisition of land for park, recreational or open-space purposes, or the acquisition of any existing improvement otherwise authorized by the 1972 Act.
8) Incidental expenses associated with the improvements including, but not limited to:
    i. The cost of preparation of the Report, including plans, specifications, estimates, diagram, and assessment;
    ii. The costs of printing, advertising, and the publishing, posting and mailing of notices;
    iii. Compensation payable to the County for collection of assessments;
    iv. Compensation of any engineer or attorney employed to render services;
    v. Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements; and,
    vi. Costs associated with any elections held for the approval of a new or increased assessment.

III. DESCRIPTION OF THE DISTRICT AND SERVICES

A. GENERAL DESCRIPTION OF THE DISTRICT AND SERVICES

The District boundary is coterminous with the boundary of the City of Compton. The District consists of seven (7) distinct benefit zones ("Zones"):

ZONE	DESCRIPTIONS
1	Residential
2	Commercial
3	Heavy Manufacturing
4	Limited Manufacturing
5	Gateway Town Center
6	Churches
7	Exempt

A diagram showing the exterior boundaries of the District, the boundaries of designated Zones within the District has been previously filed in the office of the City Clerk and is incorporated herein by reference. For a detailed description of the lines and dimensions of any lots or parcels within the District, reference is made to the Los Angeles County

Assessor parcel maps for fiscal year 2021/2022, which are by reference made part of this Report.

The District provides for the maintenance, servicing and operation of landscape and lighting improvements within public easements and rights-of-way throughout the District.

Currently, there are 6,207 lights in the District, out of which 1,494 lights are owned by the City. A plan showing the size and location of street lights and traffic signals to be installed, maintained and serviced and, in general, the landscaping and parkway maintenance to be performed in each Zone in the District is on file in the office of the City Clerk and is hereby made a part of this Report by reference.

The tables on the following pages show the streetlight and safety light inventory in the City.

STREETLIGHT INVENTORY

	Location	Record #	I.D. #	Sequence #	Soffit	Metal Halide 250 WT 10' Globe	Metal Halide 150 WT	Metal Halide 250 WT
1	Compton Boulevard and Willowbrook Avenue Service West Road S-W Corner	61	495	1000-010	-	-	-	5
2	Compton Boulevard and Acacia Avenue Service S-E Corner	129	363	1000-020	-	-	-	6
3	Myrrh Street and Willowbrook Avenue Service N/W Corner	131	365	1000-030	-	-	-	8
4	Acacia Avenue and Myrrh Street Service N-E Corner	130	364	1000-040	-	-	-	3
5	Compton Boulevard between Oleander Avenue and Willowbrook Avenue N/W Corner	127	361	1000-050	-	-	-	12
6	Compton Boulevard and Wilmington Avenue South Median	62	496	1000-055	-	-	-	6
7	Compton Boulevard East of Wilmington Avenue	132	366	1000-060	-	-	-	4
8	Compton Boulevard between Kemp Avenue and Wilmington Avenue	133	203	1000-070	-	-	-	4
9	Wilmington Avenue Between School Street and Compton Boulevard	134	204	1000-080	-	-	-	7
10	Wilmington Avenue between Palmer Street and School Street	135	206	1000-090	-	-	-	7
11	Wilmington Avenue between Arbustus Street and Brazil Street	136	207	1000-100	-	-	-	4
12	Wilmington Avenue between Elm Street and Arbustus Street	114	185	1000-110	-	-	-	8
13	Wilmington Avenue between Maple Street Elm Street	228	238	1000-120	-	-	-	8
14	Wilmington Avenue between Maple Street and Rosecrans Avenue	139	210	1000-130	-	-	-	6
15	Wilmington Avenue between Rosecrans Avenue and Plum Street	97	165	1000-140	-	-	-	6
16	Wilmington Avenue between Plum Street and Cressey Street	121	199	1000-150	-	-	-	4
17	Wilmington Avenue between 137th Street and 139th Street	141	211	1000-170	-	-	-	4
18	Wilmington Avenue between Stockwell Street and 137th Street	116	628	1000-180	-	-	-	10
19	Wilmington Avenue between 134th Street and Stockwell Street	116	189	1000-190	-	-	-	10
20	Wilmington Avenue between 132nd Street and 134th Street	144	213	1000-200	-	-	-	10
21	Wilmington Avenue between 130th Street 132nd Street	108	497	1000-210	-	-	-	10
22	Wilmington Avenue between 130th Street and El Segundo Boulevard	146	241	1000-220	-	-	-	12
23	Wilmington Avenue and Stockwell Street South East Corner	152	373	1000-230	-	-	23	-
24	138th St & 139th St Between Wilmington Avenue and Paulsen Avenue	231	376	1000-234	-	-	10	-
25	Nord Street between Paulsen Avenue and Grape Avenue	151	372	1000-270	-	-	27	-
26	Nord Street between Anzac Avenue and Wilmington Avenue	264	619	1000-280	-	-	15	-
27	2007 North Kalsman Avenue	147	367	1000-300	-	-	21	-
28	Parmelee Avenue between Stockwell Street Piru Street	148	368	1000-310	-	-	16	-
29	Parmelee Avenue between 136th Street and 137th Street	149	369	1000-320	-	-	16	-
30	Parmelee Avenue between 137th Street and 138th Street	230	370	1000-330	-	-	24	-
31	Parmelee Avenue between 138th Street and 139th Street	265	620	1000-340	-	-	16	-

STREETLIGHT INVENTORY

	Location	Record #	I.D. #	Sequence #	Soffit	Metal Halide 250 WT 10' Globe	Metal Halide 150 WT	Metal Halide 250 WT
32	Alondra Boulevard and Wilmington Avenue Service N/W	267	622	1000-345	-	-	-	10
33	Alondra Boulevard and Kemp Avenue Service N/W	258	494	1000-350	-	-	-	10
34	Alondra Boulevard and Grandee Avenue Service N/W	27	67	1000-360	-	-	-	10
35	Alondra Boulevard and Northwood Avenue Service N/E	156	216	1000-370	-	-	-	10
36	Alondra Boulevard and Northwood Avenue Service N/W	31	71	1000-380	-	-	-	8
37	Alondra Boulevard and Tajauta Avenue Service N/W	158	217	1000-390	-	-	-	8
38	Alondra Boulevard and Nestor Avenue Service N/W	30	69	1000-400	-	-	-	8
39	Alondra Boulevard and Central Avenue Service North East Corner	268	623	1000-410	-	-	-	8
40	Wilmington Avenue between Greenleaf Boulevard & North of Carob Street	160	242	1000-430	-	-	-	8
41	Wilmington Avenue/North of Carob Street & South of Carob Street	207	261	1000-440	-	-	-	8
42	Wilmington Avenue South of Carob Street and North of Walnut Street	269	624	1000-450	-	-	-	8
43	Wilmington Avenue North of Walnut Street and South of Walnut Street	161	219	1000-480	-	-	-	8
44	Wilmington Avenue North of Artesia Boulevard and Artesia Boulevard Overpass	162	220	1000-485	-	-	-	21
45	Wilmington Avenue and Carob Street North East Corner Service	167	262	1000-490	-	-	16	-
46	Carob Street and Acacia Avenue North East Corner Service	274	635	1000-495	-	-	15	-
47	1825 South Acacia Avenue Service	168	263	1000-500	-	-	36	-
48	Walnut Street East of Wilmington Avenue South East Corner Service	275	636	1000-505	-	-	30	-
49	Walnut Street between Anderson Avenue and Wilmington Avenue	163	221	1000-510	-	-	26	-
50	Walnut Street between Anderson Avenue and Central Avenue	164	378	1000-520	-	-	14	-
51	Anderson Street from Artesia Boulevard to North of Walnut Street	165	379	1000-530	-	-	23	-
52	Alameda Street East between Alondra Boulevard and Tichenor Street	233	388	1000-545	-	-	8	-
53	Alameda Street East between Tichenor Street and Greenleaf Boulevard	239	447	1000-550	-	-	8	-
54	Alameda Street East between Greenleaf Boulevard and Auto Drive South	243	472	1000-555	-	-	7	-
55	Acacia Avenue and Artesia Freeway Underpass	169	381	1000-590	10	-	-	-
56	Central Avenue and Artesia Freeway Overpass	238	429	1000-605	-	-	-	8
57	Clemmer Drive and Tartar Lane Service North East Corner	177	389	1000-610	-	-	4	-
58	Rosecrans Avenue Overpass and Alameda Street	174	385	1000-640	-	-	-	30
59	Rosecrans Avenue Underpass and Alameda Street	174	454	1000-650	20	-	-	-
60	Palmer Street between Alameda Street and Chester Avenue	183	396	1000-660	-	-	13	-
61	Palmer Street between Long Beach Boulevard and Chester Avenue	182	395	1000-670	-	-	17	-
62	Long Beach Boulevard and Tucker Street Service North West Corner	185	399	1000-680	-	-	-	20
63	Long Beach and Kay Street Service North of North East Corner	217	404	1000-700	-	-	-	17

STREETLIGHT INVENTORY

	Location	Record #	I.D. #	Sequence #	Soffit	Metal Halide 250 WT 10' Globe	Metal Halide 150 WT	Metal Halide 250 WT
64	Long Beach Boulevard and Elm Street Service South West Corner	186	400	1000-720	-	-	-	15
65	Long Beach Boulevard and Elm Street Service South East Corner in Alley	220	405	1000-740	-	-	-	15
66	Long Beach Boulevard and Myrrh Street Service North West Corner in Alley	187	401	1000-750	-	-	-	16
67	Long Beach Boulevard and Myrrh Street Service North East Corner	221	403	1000-760	-	-	-	15
68	Long Beach Boulevard and Pauline Street Service North West Corner in Alley	188	402	1000-800	-	-	-	16
69	Long Beach Boulevard and Pauline Street Service South East Corner in Alley	214	406	1000-810	-	-	-	13
70	Stockton Street between Alhambra Avenue and Long Beach Boulevard	184	397	1000-840	-	-	16	-
71	Pine Street between Alhambra Avenue and Long Beach Boulevard	184	626	1000-842	-	-	16	-
72	Arlington Avenue between Alhambra Avenue and Long Beach Boulevard	235	398	1000-845	-	-	8	-
73	Compton Boulevard between Alameda Street West Road & Willowbrook Avenue East Road	59	360	1000-880	-	-	-	12
74	Laurel Street and Poinsettia Avenue Service South West Corner	180	393	1000-890	-	19	-	-
75	Laurel Street and Sloan Avenue Service South West Corner	181	394	1000-930	-	19	-	-
76	114 North Holly Avenue	189	407	1000-970	-	22	-	-
77	1617 E Palmer Street to 1905 E Palmer Street	192	411	2000-010	-	-	5	-
78	1613 E. San Luis To 1905 E. San Luis	190	409	2000-020	-	-	6	-
79	1609 San Marcus to 1905 San Marcus	191	410	2000-030	-	-	6	-
80	Alondra Boulevard between Santa Fe Avenue and Pearl Avenue	178	390	2000-040	-	-	18	-
81	Alondra Boulevard between Mayo Avenue & Poinsettia Avenue	179	391	2000-050	-	-	20	-
82	Alondra Boulevard between Poinsettia Avenue and Long Beach Boulevard	234	392	2000-060	-	-	6	-
83	Harbor Avenue/ Susana Road and Artesia Freeway Underpass	198	415	2000-070	12	-	-	-
84	Atlantic Avenue and 710 Freeway Underpass	194	412	2000-090	-	-	5	-
85	Artesia Boulevard and Alameda Street Connector Road	3	5	2000-095	-	-	-	10
86	Santa Fe Avenue and Artesia Freeway Underpass on Santa Fe Avenue	272	630	2000-100	8	-	-	-
87	Santa Fe Avenue and Artesia Freeway W/B Off Ramp Underpass	98	168	2000-100	12	-	-	-
88	Police Parking Lot and Heritage House	195	222	1000-630	-	-	-	8
	TOTAL LIGHTS				**62**	**60**	**491**	**474**

INTERSECTION SAFETY LIGHT INVENTORY

	Location	Record #	I.D. #	T5 -1 Tube	T5-2 Tube	Cobra	Soffit Lite	10' Globe	King Globes
1	Compton Boulevard and Willowbrook Avenue	61	294	-	8	-	-	-	-
2	Compton Boulevard and Acacia Avenue	46	106	-	4	-	-	-	-
3	Compton Boulevard and Oleander Avenue	57	287	-	2	-	-	-	-
4	Compton Boulevard and Aranbe Avenue	49	267	-	2	-	-	-	-
5	Compton Boulevard and Wilmington Avenue	62	297	-	4	-	-	-	-
6	Compton Boulevard and Dwight Avenue	53	277	-	4	-	-	-	-
7	Compton Boulevard and Tajauta Avenue	254	485	-	4	-	-	-	-
8	Compton Boulevard and Central Avenue	52	274	-	4	-	-	-	-
9	Compton Boulevard and Aprilia Avenue/ Deodora Avenue	48	109	-	4	-	-	-	-
10	Compton Boulevard and Wadsworth Avenue	202	419	-	1	-	-	-	-
11	Rosecrans Avenue and Willowbrook Avenue	96	160	-	-	8	-	-	-
12	Rosecrans Avenue and Acacia Avenue	77	114	-	4	-	-	-	-
13	Rosecrans Avenue and Oleander Avenue	93	152	-	2	-	-	-	-
14	Rosecrans Avenue and Aranbe Avenue	80	122	-	2	-	-	-	-
15	Rosecrans Avenue and Matthisen Avenue	91	148	-	2	-	-	-	-
16	Rosecrans Avenue and Wilmington Avenue	97	164	-	4	-	-	-	-
17	Wilmington Avenue and Poplar Street	114	186	-	2	-	-	-	-
18	Rosecrans Avenue and Dwight Avenue	85	134	-	2	-	-	-	-
19	Rosecrans Avenue and Fire Station	86	136	-	2	-	-	-	-
20	Rosecrans Avenue and Tajauta Avenue	95	158	-	2	-	-	-	-
21	Rosecrans Avenue and Parmelee Avenue	125	358	-	2	-	-	-	-
22	Rosecrans Avenue and Central Avenue	123	353	-	3	1	-	-	-
23	Central Avenue and 148th Street/ Brazil Street	39	87	-	-	2	-	-	-
24	Central Avenue at Piru Street/ Sam Littleton/ Stockwell Street	38	85	-	4	-	-	-	-
25	El Segundo Boulevard and Slater Avenue/ Parmelee Avenue	66	306	-	4	-	-	-	-
26	El Segundo Boulevard and Compton Avenue	64	301	-	4	-	-	-	-
27	El Segundo Boulevard and Grandee Avenue	65	303	-	4	-	-	-	-
28	El Segundo Boulevard and Wilmington Avenue	203	422	-	4	-	-	-	-
29	Wilmington Avenue and 131st Street	108	173	-	-	4	-	-	-
30	Wilmington Avenue and Stockwell Street	116	190	-	-	3	-	-	-
31	Wilmington Avenue and 139th Street	109	174	-	2	-	-	-	-
32	Willowbrook Avenue and Myrrh Street	107	344	-	-	8	-	-	-
33	Acacia Avenue and Myrrh Street	2	2	-	5	-	-	-	-
34	Alondra Boulevard and Willowbrook Avenue	25	58	-	-	8	-	-	-

INTERSECTION SAFETY LIGHT INVENTORY

	Location	Record #	I.D. #	T5 -1 Tube	T5-2 Tube	Cobra	Soffit Lite	10' Globe	King Globes
35	Alondra Boulevard and Acacia Avenue	10	22	-	2	-	-	-	-
36	Alondra Boulevard and Oleander Avenue	21	47	-	2	-	-	-	-
37	Alondra Boulevard and Center Street	15	33	-	2	-	-	-	-
38	Alondra Boulevard and Wilmington Avenue	26	62	-	4	-	-	-	-
39	Wilmington Avenue and Laurel Street	113	181	-	1	3	-	-	-
40	Alondra Boulevard and Central Avenue	16	35	-	3	-	-	-	-
41	Central Avenue and 156th Street	40	90	-	2	-	-	-	-
42	Alondra Boulevard and Caswell Avenue	14	30	-	2	-	-	-	-
43	Alondra Boulevard and Aprilia Avenue	200	225	-	2	-	-	-	-
44	Central Avenue and Caldwell Street	205	230	-	4	-	-	-	-
45	Central Avenue and Greenleaf Boulevard	253	483	-	4	-	-	-	-
46	Central Avenue and Saint George Warehouse	257	489	-	-	2	-	-	-
47	Central Avenue and Walnut Street	43	97	-	4	-	-	-	-
48	Central Avenue North Side and Artesia Boulevard	44	100	-	3	-	-	-	-
49	Central Avenue South and Albertoni Street/ Artesia Boulevard	45	103	-	-	4	-	-	-
50	Central Avenue and Mahalo Place/ Radbard Street	42	95	-	-	2	-	-	-
51	Wilmington Avenue and Caldwell Street	111	176	-	-	2	-	-	-
52	Greenleaf Boulevard and Wilmington Avenue	70	315	-	-	4	-	-	-
53	Wilmington Avenue and Carob Street	112	179	-	-	3	-	-	-
54	Wilmington Avenue and Walnut Street	118	194	-	-	2	-	-	-
55	Wilmington Avenue North Side and Artesia Boulevard	119	197	-	-	3	-	-	-
56	Wilmington Avenue South Side and Artesia Boulevard	120	350	-	-	3	-	-	-
57	Wilmington Avenue and Ralph	115	187	-	-	4	-	-	-
58	Wilmington Avenue and Victoria Street	117	191	-	-	4	-	-	-
59	Victoria Street and Telephone Company	105	341	-	-	2	-	-	-
60	Artesia Boulevard and Acacia Avenue	32	72	-	-	3	-	-	-
61	Compton Boulevard and Douglas DollarHide Drive	59	290	-	-	4	-	-	-
62	Compton Boulevard and Alameda Street	47	264	-	-	-	-	-	8
63	Compton Boulevard and Santa Fe Avenue	58	111	-	-	4	-	-	-
64	Compton Boulevard and Mayo Avenue	56	284	-	-	4	-	-	-
65	Compton Boulevard and Long Beach Boulevard	55	281	-	-	8	-	-	-
66	Compton Boulevard and Bullis Road	51	271	-	-	4	-	-	-
67	Compton Boulevard and Bradfield Avenue	50	269	-	-	4	-	-	-
68	Compton Boulevard and Harris Avenue	124	356	-	-	4	-	-	-

INTERSECTION SAFETY LIGHT INVENTORY

	Location	Record #	I.D. #	T5 -1 Tube	T5-2 Tube	Cobra	Soffit Lite	10' Globe	King Globes
69	Alameda Street and Palmer Street/ Carson Place	9	20	-	-	-	-	-	8
70	Palmer Street and Willow Avenue	276	637	-	-	4	-	-	-
71	Santa Fe Avenue and Palmer Street	102	335	-	-	4	-	-	-
72	Alameda Street and Elm Street	6	12	-	-	-	-	-	4
73	Rosecrans Avenue West Roadway and Alameda Street	79	119	-	-	2	-	-	-
74	Rosecrans Avenue East Roadway and Alameda Street	78	116	-	-	2	-	-	-
75	Rosecrans Avenue and Santa Fe Avenue	94	155	-	-	4	-	-	-
76	Santa Fe Avenue and Tucker Street	104	338	-	-	2	-	-	-
77	Santa Fe Avenue and Pine Street	201	416	-	-	2	-	-	-
78	Rosecrans Avenue and Mayo Avenue	92	150	-	-	2	-	-	-
79	Long Beach Boulevard and Palmer Street	74	324	-	-	4	-	-	-
80	Rosecrans Avenue and Long Beach Boulevard	90	145	-	-	4	-	-	-
81	Long Beach Boulevard and Tucker Street	76	327	-	-	2	-	-	-
82	Long Beach Boulevard and Arlington Avenue/ Pine Street	71	318	-	-	4	-	-	-
83	Bullis Road and Pine Street	37	83	-	-	2	-	-	-
84	Rosecrans Avenue and Bullis Road	83	130	-	-	4	-	-	-
85	Rosecrans Avenue and Bradfield Avenue	82	127	-	-	4	-	-	-
86	Rosecrans Avenue and Pannes Avenue	263	618	-	-	3	-	-	-
87	Rosecrans Avenue and Harris Avenue	89	143	-	-	2	-	-	-
88	Rosecrans Avenue and Gibson Avenue	87	139	-	-	3	-	-	-
89	Atlantic Avenue and San Vincente Street	36	81	-	-	4	-	-	-
90	Myrrh Street and Alameda Street	240	450	-	-	-	-	-	8
91	Alondra Boulevard and Tamarind Avenue	24	55	-	-	2	-	-	-
92	Alondra Boulevard and Alameda Street	11	24	-	-	-	-	-	8
93	Alondra Boulevard and Santa Fe Avenue	23	52	-	-	4	-	-	-
94	Santa Fe Avenue and Myrrh Street	101	332	-	-	2	-	-	-
95	Alondra Boulevard and Mayo Avenue	20	44	-	-	4	-	-	-
96	Alondra Boulevard and Poinsettia Avenue	22	49	-	-	4	-	-	-
97	Long Beach Boulevard and Myrrh Street	73	322	-	-	4	-	-	-
98	Alondra Boulevard and Long Beach Boulevard	19	41	-	-	4	-	-	-
99	Alondra Boulevard and Bradfield Avenue	13	28	-	-	2	-	-	-
100	Alondra Boulevard and Harris Avenue	17	38	-	-	2	-	-	-
101	Alondra Boulevard and White Avenue	199	224	-	-	2	-	-	-
102	Alondra Boulevard and Atlantic Avenue	122	200	-	-	8	-	-	-

INTERSECTION SAFETY LIGHT INVENTORY

	Location	Record #	I.D. #	T5 -1 Tube	T5-2 Tube	Cobra	Soffit Lite	10' Globe	King Globes
103	Long Beach Boulevard and Bullis Road/ Temple Avenue	72	320	-	-	5	-	-	-
104	Greenleaf Boulevard and Plaza Drive/ Tamarind Avenue	284	645	-	-	4	-	-	-
105	Greenleaf Boulevard and Alameda Street	68	311	-	-	8	-	-	-
106	Greenleaf Boulevard and Santa Fe Avenue	100	330	-	-	4	-	-	-
107	Alameda Street and Towne Center Drive	280	641	-	-	2	-	-	-
108	Alameda Street and Auto Drive South	204	227	-	-	2	-	-	-
109	Alameda Street and Artesia Boulevard North Off Ramp	4	9	-	-	4	-	-	-
110	Artesia Boulevard and Alameda Street Connector Road	3	5	-	-	-	-	-	-
111	Crystal Park Hotel and Artesia Boulevard	35	78	-	-	2	-	-	-
112	Alameda Street and Manville Street	8	17	-	-	4	-	-	-
113	Santa Fe Avenue and Artesia Boulevard	98	168	-	-	3	-	-	-
114	Artesia Boulevard and Harbor Avenue/ Susana Road	34	76	-	-	4	-	-	-
	TOTAL			**-**	**126**	**245**	**-**	**-**	**36**

B. SPECIFICATIONS FOR MAINTENANCE AND SERVICING

The lighting and traffic signal system shall be maintained and serviced to provide adequate illumination and traffic control. Maintenance and servicing shall include but not be limited to removal, repair, replacement or relocation of light standards, traffic signals, poles, bulbs, fixtures, circuits and appurtenances.

The Southern California Edison Company, their successors, or assigns, shall furnish energy for lights and traffic signals. The level of illumination shall be adequate for the intended purpose in each Zone. Rates for energy shall be those authorized by the Public Utilities Commission, State of California.

The landscaping improvements include, but are not limited to, the operation, maintenance and servicing of ornamental structures, landscaping including trees, shrubs, grass and other ornamental vegetation, and appurtenant facilities, including irrigation systems and drainage devices located in public streets or rights-of-way within the boundaries of the District.

Maintenance means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of the ornamental structures, landscaping and appurtenant facilities, including, but not limited to, repair, removal or replacement of all or part of any of the ornamental structures, landscaping or appurtenant facilities; providing for the life, growth, health and beauty of the landscaping including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease, or sandblasting and painting of walls and other improvements within the street area to remove or cover graffiti.

Servicing means the furnishing of electricity for the lighting and operation of the ornamental structures, landscaping and appurtenant facilities, and water for the irrigation and control of the landscaping and the maintenance of any of the ornamental structures, landscaping and appurtenant facilities.

The plans and specifications for the operation, maintenance and servicing of the landscaping are on file in the office of the City Clerk, the City Engineer and the various service departments where they are available for public inspection. The plans and specifications are voluminous and are not bound in this Report but by this reference are incorporated herein and made a part of this Report.

IV. METHOD OF APPORTIONMENT

A. GENERAL DESCRIPTION OF THE DISTRICT AND SERVICES

The District and assessments provide for the continued maintenance, servicing and operation of the improvements within the District boundaries. The District is divided into seven (7) distinct benefit Zones categorized by land use and the special benefit received from the improvements as outlined in Section IV B. It has been determined that the assessed parcels receive special benefits from the improvements. It is the opinion of the public works supervisors that, on a long-term basis, an equality of effort and expenditure is achieved throughout the District.

Parcels identified as being within the District share in both the cost and the benefits of the improvements. The costs associated with the improvements, are equitably spread between benefiting parcels within the District. Only parcels that receive benefit from the improvements are assessed, and each parcel is assessed in proportion to the estimated special benefit received. The funds collected from the assessments are dispersed and used for the maintenance, services and operation of the improvements provided within the District. Properties receive the following special benefits from the District improvements:

Adequate lighting on public streets and traffic signals to control the flow of traffic and pedestrians are considered important for their contribution to public convenience and safety. Protection of property and reduction of traffic accidents are specific benefits that properties realize within the District. The lighting benefit is directly related to safety and property protection and therefore increases the perceived and actual usability of residential, commercial and industrial properties. Placement of and the intensity of street lighting has received past and ongoing studies by the City officials and consultants with the intent of intensifying such lighting in the area from the curb to the property line and also the onsite level of lighting. Traffic signals contribute to the control of traffic, thereby providing a measure of safety and pedestrian and vehicular accessibility to residential, commercial and industrial properties. Community activities are increased when public infrastructure such as street lights and traffic signals are in place, improved, operable, safe and well maintained.

The maintenance of parkways, including landscaping and trees is of necessity, an ongoing and long-range activity. Properties within the District receive special benefit from the landscaping improvements through improved erosion resistance, dust and debris control, reduced vandalism, enhanced urban environment and improved aesthetic appeal of the properties. As a result of the age of the development of various areas, the level of deterioration within the City and in particular neighborhoods is different, requiring different types and levels of maintenance effort. The intent of the public works staff is to reduce complaints and problems while achieving an acceptable level of maintenance in all areas. The ongoing attempt is to achieve clean, graffiti free streets while maintaining the newer areas and upgrading the older areas.

B. METHODOLOGY

The assessments and method of apportionment described in this Report utilizes commonly accepted assessment engineering practices and have been established pursuant to the 1972 Act. Any new or increased assessment will be subject to the substantive and procedural requirements of the Constitution, Article XIIID, Section 4.

Pursuant to the 1972 Act, the costs of the District may be apportioned by any formula or method that fairly distributes the net amount to be assessed among all assessable parcels in proportion to the estimated benefits to be received by each parcel from the improvements. The benefit formula used should reflect the composition of the parcels, and the improvements and services provided, to fairly proportion the costs based on special benefit to each parcel.

To reflect the composition of the parcels the District has been divided into seven (7) distinct benefit Zones as follows:

ZONE	DESCRIPTIONS
1	Residential
2	Commercial
3	Heavy Manufacturing
4	Limited Manufacturing
5	Gateway Town Center
6	Churches
7	Exempt

The methodology is based on the parcel's land use and size compared to other parcels that are associated with the improvements. For example, an examination of the lighting pattern and lumens of light provided indicates that the lighting intensity in general is much greater in front of non-residential properties than in residential areas or residential properties. The additional lighting provides greater benefit to such non-residential properties because it provides additional protection from robberies and vandalism and provides an enhanced appearance and increased safety in access to potential customers.

In the Residential Zone, all the parcels in the District receive a basic similar special benefit from the improvements, due to their similarity in use and proximity to the improvements. However with frontage a major factor in development and potential usage, adjusted front footage has been used as a measure of such development and use benefit.

In the Commercial Zones, the special benefit to each parcel is derived not only from the benefits to the property as described above, but also the enhancement of the property through the enhanced ability to attract clients, employees, and customers to the parcel. The estimated cost of the improvements in a Commercial Zone has been divided among the parcels within the Zone according to the adjusted front footage of each parcel in the Zone.

The City of Compton has traditionally recognized the role of church and schools in the community; the contribution of churches and church schools in meeting educational, welfare and recreational needs of youth and others; the influence of churches in stabilizing the community and thereby reducing crime and other costs; the role of churches in meeting the nutritional and emotional needs of senior and low income persons; and has partially recognized the reduced costs which are experienced by the community by reason of the above services to society by assigning a reduced assessment rate for churches.

Public property owned by any public agency and in use in the performance of a public function, which is included within the boundary of the District, shall not be subject to the assessment. Other properties that are considered exempt from the assessments are those that receive little or no benefit from the improvements, have restricted development or provide substantially similar improvements, such as, common areas, flood control drainage, right-of-way and rivers.

The cost of the improvements has been apportioned to all assessable parcels within the District on an adjusted front footage basis. Table II in the District Budget section of this

Report shows the per lineal foot assessment within each of the seven (7) Zones based on the three improvement categories composed of lighting, landscape and traffic signals.

The Los Angeles County Assessor's maps were utilized to determine the front footage of each respective parcel within the District. Adjustments have been made to the frontage shown in the Assessor' maps for corner, odd shaped and interior (no street frontage) lots. The criteria used to determine front footage is as follows:

LOT TYPE	CRITERIA
1. Rectangular Lots	Street frontage on a public street
2. Irregular Shaped Lots	(a) Width of lot at set back line, or (b) Average of front and rear lot line lengths, or (c) Street frontage, whichever is most representative of benefit
3. Flag Lots	One-half of the lot width as measured on the rear lot line, which is parallel to the public street
4. Corner Lots	The narrowest frontage on a public street if residential, average of both frontages if non-residential
5. Interior Parcels	Front footage and number of parcels
6. Condominiums	Front footage and number of parcels

Other unusual or rarely occurring conditions shall be treated in accordance with the Landscape and Lighting District Procedures Manual or based on prior accepted procedures.

C. ASSESSMENT

Assessment is comprised of three categories: lighting, landscape and signals. Assessment rate per front foot for each of the three categories are outlined in Table II of this report. As an example, for a residential parcel with front footage of 50 feet, total assessment amount is calculated as follows:

(50 * $0.935 [lighting assessment]) + (50 * $1.886 [landscape assessment]) + (50 * $0.244 [signals assessment]) = $153.25

V. DISTRICT BUDGETS

The 1972 Act provides that the estimated costs of the improvements shall include the total cost of the improvements for the fiscal year, incidental expenses, and may include reserves to operate the District until assessment collections are transmitted to the City from the County.

The 1972 Act also provides that the amount of any surplus, deficit, or contribution must be included in the estimated cost of improvements. The net amount to be assessed on the lots or parcels within the District is the total cost of installation, maintenance, and servicing with adjustments either positive or negative for reserves, surpluses, deficits, and/or contributions.

The estimated net amount to be assessed for fiscal year 2021/2022 is $4,187,847.66. Table III shows a summary of the total assessments per Zone for the three improvement categories of lighting, landscape and traffic signals. The rates of assessment are the same as the rates approved in fiscal year 2020/2021 and prior years.

A summary of the estimated costs for the District for fiscal year 2021/2022 is shown in Table I of this Section.

A. DESCRIPTION OF BUDGET ITEMS

The following describes the costs funded through the District and shown in the budget.

Personnel (Salary and Benefits) - The cost of City department staff personnel involved in providing the coordination for maintenance and servicing, responding to public concerns and levying and collecting assessments. This includes, where appropriate, reimbursement for time spent by other City staff such as, Finance and Accounting, the City Attorney, the City Manager, City Council and the Public Works staff.

Materials and Equipment - Includes all material and equipment required to properly maintain, service and operate the improvements within the District by City staff and others. All improvements within the District will be maintained and serviced on a regular basis. The frequency and specific maintenance operations required will be determined by City staff and in certain instances are incorporated in the agreements with the Southern California Edison Company.

Street Maintenance and Repairs - Repairs that are unforeseen and not normally included in the yearly maintenance cost. This may include repair of damage due to vandalism, storms and other natural occurrences, planned upgrades of the improvements and the cost of subcontractors for maintenance and other services, including tree trimming.

Utilities (Electricity and Water) - The furnishing of water required for the irrigation of the parkway and median landscaping and the maintenance of the ornamental structures and appurtenant facilities. The furnishing of electricity as required for the operation of the street lighting, traffic signals, parkway and median controls and appurtenant facilities, as outlined in agreements with the Southern California Edison Company and under rates as set by the Public Utilities Commission.

Cost Allocation Plan ("CAP") - Summarizes a comprehensive analysis completed for the City of Compton, California (the "City") to determine the appropriate allocation of costs from City central service departments to the departments that provide services directly to the community. The primary objective is to allocate costs from departments that provide services internally to operating departments that conduct the day-to-day operations necessary to serve the community. These internal service costs are those: (a) incurred for a common or joint purpose benefiting more than one cost objective, and (b) not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved. The term "indirect costs," as used herein, applies to costs of this type originating in the central service departments. Typical central service departments include the City Manager and City Controller, whereas, typical operating departments include Fire, Public Works, and enterprise funds.

To ensure central service department costs are appropriately allocated to the operating departments, we analyzed and identified expenditures to determine which costs are allowable versus unallowable in accordance with Office of Management and Budget (OMB)-87 principles. Costs that are typically considered to be unallowable include, but are not limited to: General Advertising, Entertainment, Award Ceremonies, Capital Improvements, Bad Debt, Lobbying, Contingencies, Legislative Body (City Council), Debt Service, Promotional Items.

As such, unallowable costs were excluded from this CAP, including indirect costs associated with City Council (reflected as a negative number under allowable costs).

County Administration - The administrative cost to apply the assessments on the secure tax roll each fiscal year.

Consultants and Professional Services - The costs of contracting with professionals to provide services specific to the levy administration, including preparation of the Engineer's Report, resolutions, and levy submittal to the County. These fees also include any additional administrative, legal, and engineering services specific to the District such as costs to prepare and mail notices of the Public Hearing.

Reserve Fund Credit – Represents contributions or transfers of funds from the District reserve fund.

Unfunded Costs – Represents revenue from other sources such as the City of Compton General Fund.

Total Net Estimated Cost - Total direct cost plus total administrative costs less any transfers from the reserve fund or contributions from other revenue sources.

Total Parcels – The total number of parcels within the District.

Total Parcels Levied – The total number of parcels within the District that will receive special benefit and be assessed for the fiscal year.

Total Front Footage Levied – The total front footage of parcels within the District calculated according to the methodology detailed in this Report.

Balance to Levy - This is the total amount to be levied to the parcels within the District for the current fiscal year. The Balance to Levy represents the sum of the Total Direct and Administration Costs, plus any revenue adjustments resulting from the Reserve Fund, Beginning Balance, City Contributions, Other Revenue Sources, or Capital Improvement Fund. This dollar amount represents the total funds to be collected from the parcels through assessments on the property tax bills.

B. FISCAL YEAR 2021/2022 PROPOSED BUDGET

CITY OF COMPTON LANDSCAPE AND LIGHTING DISTRICT NO. 1	FY 2021/22
DIRECT COSTS	
Personnel	
Salary	$600,000.00
Benefits	113,875.00
Materials and Equipment	
Machinery & Equipment	75,000.00
Street Maintenance and Repairs	
Street Sweeping	700,000.00
Tree Trimming	400,000.00
Median Maintenance	31,036.59
Traffic Signal and Lighting	350,000.00
Utilities	
Electricity	1,500,000.00
Water (rubbish)	206,400.00
Cost Allocation	200,000.00
TOTAL DIRECT COSTS	**$4,176,311.59**
ADMINISTRATION COSTS	
County Administration	$4,921.75
Consultants & Professional Services	16,300.00
TOTAL ADMINISTRATION COSTS	**$21,221.75**
COLLECTIONS/(CREDITS) APPLIED TO LEVY	
TOTAL DIRECT AND ADMIN COSTS	**$4,197,533.34**
Reserve Fund Credit	0.00
Unfunded Costs	(9,685.68)
Total Net Estimated Cost	**$4,187,847.66**
FUND BALANCE	
Estimated Balance at June 30, 2021	$0.00
FY2021/2022 Collection (Contribution)	0.00
Estimated Balance at June 30, 2022	0.00
DISTRICT STATISTICS	
Total Parcels	20,380
Total Parcels Levied	19,487
Total Front Footage Levied	1,121,496.88
Balance to Levy	**$4,187,847.66**

CITY OF COMPTON
LANDSCAPE AND LIGHTING DISTRICT NO. 1
FISCAL YEAR 2021/2022
TABLE II – ASSESSMENT RATE PER FRONT FOOT

ZONE	ZONE DESCRIPTION	LIGHTING ASSESSMENT ($)	LANDSCAPE ASSESSMENT ($)	SIGNALS ASSESSMENT ($)	TOTAL ASSESSMENT ($)
1	Residential	0.935	1.886	0.244	3.065
2	Commercial	2.742	5.530	0.717	8.989
3	Heavy Mfg.	1.824	3.680	0.476	5.980
4	Limited Mtg.	1.018	2.054	0.266	3.338
5	Gateway Town Center	8.686	17.516	0.000	26.202
6	Churches	0.104	0.211	0.027	0.342
7	Exempt	0.000	0.000	0.000	0.000

CITY OF COMPTON
LANDSCAPE AND LIGHTING DISTRICT NO. 1
FISCAL YEAR 2021/2022
TABLE III – SUMMARY OF ASSESSMENTS

ZONE	NUMBER OF PARCELS	FRONT FOOTAGE	LIGHTING ASSESSMENT ($)	LANDSCAPE ASSESSMENT ($)	SIGNALS ASSESSMENT ($)	TOTAL ASSESSMENT ($)
1	17,864	909,371.10	850,261.98	1,715,073.89	221,913.75	2,787,249.62
2	1,005	92,626.74	253,982.52	512,225.87	66,414.39	832,622.78
3	261	71,872.01	131,094.55	264,489.00	34,211.05	429,794.59
4	281	38,264.22	38,952.98	78,594.71	10,177.95	127,725.63
5	1	280.47	2,436.16	4,912.71	-	7,348.87
6	75	9,082.34	944.56	1,916.37	245.23	3,106.17
7	893	-	-	-	-	-
TOTAL	**20,380**	**1,121,496.88**	**1,277,672.75**	**2,577,212.55**	**332,962.36**	**4,187,847.66**

EXHIBIT A – CITY OF COMPTON'S DIAGRAM

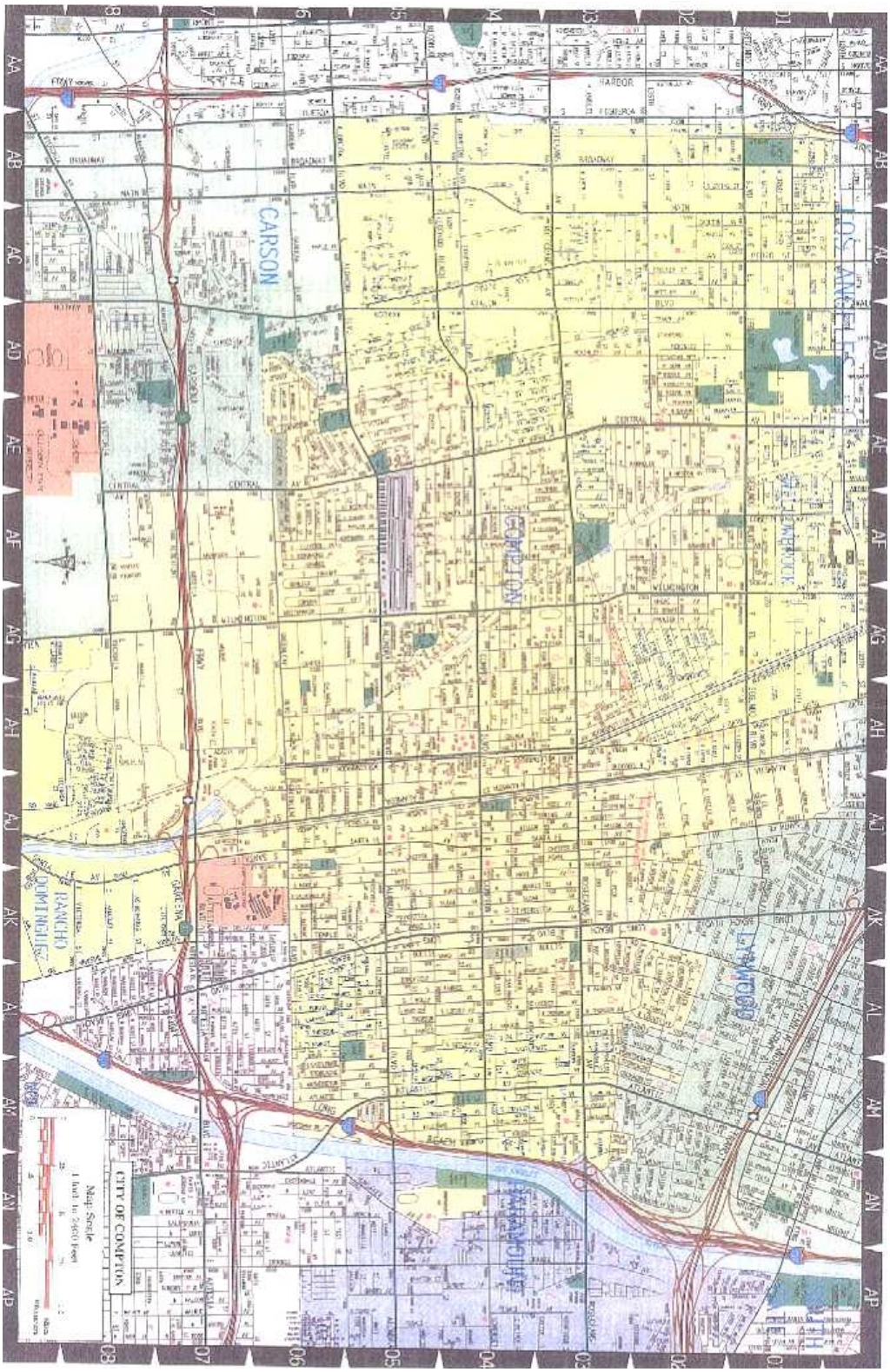

EXHIBIT B – ASSESSMENT ROLLS

The proposed assessment amounts for fiscal year 2021/2022 for the Landscape and Lighting District are sent under separate cover and hereby referenced to in this report. Parcel identification, for each lot or parcel within the District shall be the Assessor Parcel Numbers as shown on the Los Angeles County Assessor's map for the year in which this Report is prepared.

The listing of parcels and the amount of assessment to be levied shall be submitted to the County Auditor/Controller and included on the property tax roll for each parcel in fiscal year 2021/2022.

If any parcel submitted for assessment is identified by the County Auditor/Controller to be an invalid parcel number or the parcel Land Use changes for the current fiscal year, a corrected parcel number and/or new parcel numbers will be identified and resubmitted to the County Auditor/Controller. The assessment/Charge amount to be levied and collected for the resubmitted parcel or parcels shall be based on the method of apportionment and assessment/Charge rates approved in this Report. Therefore, if a single parcel has changed to multiple parcels, the assessment amount applied to each of the new parcels shall be recalculated and applied according to the approved method of apportionment and assessment rate rather than a proportionate share of the original assessment. Similarly, if a parcel Land Use changes, the assessment/charge amount applied shall be recalculated and applied according to the approved method of apportionment and assessment rates.

June 2, 2021

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON, ACTING IN THE CAPACITY AS THE COMPTON HOUSING SUCCESSOR AGENCY AUTHORIZING AN AMENDMENT TO THE PURCHASE AND SALE AGREEMENT WITH OLSON URBAN HOUSING, LLC, FOR THE SALE OF PROPERTY LOCATED AT 1950 NORTH CENTRAL AVENUE FOR THE DEVELOPMENT OF A HOUSING PROJECT THEREON

SUMMARY

Adoption of the attached resolution will authorize the City Manager to enter into a first (1st) amendment to the Purchase and Sale Agreement entered into with Olson Urban Housing, LLC to change certain terms and provide that the proposed development at 1950 North Central Avenue consist of 29 single-family townhomes with two (2) restricted for sale to moderate income households instead of 30 single-family townhomes with four (4) restricted for sale to moderate income households.

BACKGROUND

On February 4, 2020, the City Council, acting in the Compton Housing Successor Agency ("Housing Successor") authorized the execution of a Purchase and Sale Agreement ("PSA") with Olson Urban Housing, LLC ("Developer") for the property located at 1950 North Central Avenue (the "Site") for purposes of developing market rate and affordable housing. The Site is an approximately 3.03 acre parcel acquired by the former Community Redevelopment Agency of the City of Compton ("Former Agency"), and following the dissolution of the Former Agency, conveyed to City acting in the capacity as the Housing Successor.

The Developer was acquiring the Site for the purpose of developing market rate and affordable housing consisting of thirty (30) singles family 3-4 bedroom/2.5 bath townhomes with four (4) of the townhomes restricted for sale to moderate income households at affordable sales prices with a term of affordability of not less than 45 years (the "Development").

STATEMENT OF THE ISSUE

Due to unforeseen costs and increases to the Development; including lumber costs, installation of a secondary access point, fire crash gate and additional site amenities, including BBQ pit , pedestrian improvements and architectural design elements; the City and Developer propose to enter into a first (1st) amendment to the PSA to provide that

the Development will consist of 29 single-family townhomes, with two (2) of the townhomes restricted for sale to moderate income households at affordable sales prices.

California Health and Safety Code Section 33433 ("Section 34333") requires the City to make available for public inspection a report which shall contain a copy of the PSA, the proposed first (1st) amendment, and a summary of certain aspects regarding the sale of the Site to the Developer (the "Supplemental Summary Report"). The Supplemental Summary Report, the PSA, and proposed first amendment, with attachments, and other related exhibits, have been made available for public inspection in the manner required by Section 33433. The First Amendment and Supplemental Summary Report are attached as Exhibit "A" and Exhibit "B", respectively, to the attached resolution.

Section 33433 also requires the proposed first amendment to be approved by the City Council by resolution after a public hearing; which was conducted at a properly noticed public meeting held on May 25, 2021. The attached resolution contains findings that sale of the Site to the Developer for the Development pursuant to the PSA, as amended by the First Amendment, will provide affordable housing and that the Site will be conveyed to the Developer for not less than its fair reuse value at the use and with the covenants and conditions and development costs authorized by the PSA, as amended by the first amendment. Notice of the public hearing was published on May 5, 2021, and May 12, 2021, being once a week for two successive weeks prior to the date of the public hearing on May 25, 2021.

The attached resolution also contains a finding confirming the City Council's previous finding that the project is exempt from California Environmental Quality Act ("CEQA") because it is an infill project subject to the exemption set forth in Section 15332 of the State CEQA Guidelines.

FISCAL IMPACT

There is no impact to the City's General Fund with the adoption of this Resolution. The Former Agency purchased the Site for $2,160,000 in March of 2011, with proceeds of bonds issued by the Former Agency. Pursuant to the PSA, the City will be responsible for the cost of CLTA title coverage and transfer taxes and one-half of the escrow charges and recording fees in connection with the conveyance of the Site to the Developer.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

**CRAIG J. CORNWELL
CITY MANAGER**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON, ACTING IN THE CAPACITY AS THE COMPTON HOUSING SUCCESSOR AGENCY AUTHORIZING AN AMENDMENT TO THE PURCHASE AND SALE AGREEMENT WITH OLSON URBAN HOUSING, LLC, FOR THE SALE OF PROPERTY LOCATED AT 1950 NORTH CENTRAL AVENUE FOR THE DEVELOPMENT OF A HOUSING PROJECT THEREON

WHEREAS, pursuant to Resolution No. 25,203, adopted on February 4, 2020, the City Council, acting in the capacity as the Compton Housing Successor Agency ("Housing Successor") authorized the execution of a Purchase and Sale Agreement ("PSA") with Olson Urban Housing, LLC ("Developer") for the property located at 1950 North Central Avenue (the "Site") for purposes of developing market rate and affordable housing. The Site is an approximately 3.03 acre parcel acquired by the former Community Redevelopment Agency of the City of Compton ("Former Agency"), and following the dissolution of the Former Agency, conveyed to City acting in the capacity as the Housing Successor; and

WHEREAS, the Developer was acquiring the Site for the purpose of developing market rate and affordable housing consisting of thirty (30) singles family 3-4 bedroom/2.5 bath townhomes with four (4) of the townhomes restricted for sale to moderate income households at affordable sales prices with a term of affordability of not less than 45 years (the "Development"); and

WHEREAS, due to unforeseen costs and increases to the Development; including lumber costs, installation of a secondary access point, fire crash gate and additional site amenities, including BBQ pit, pedestrian improvements and architectural design elements; the City and Developer propose to enter into a first (1st) amendment to the PSA to provide that the Development will consist of 29 single-family townhomes, two (2) of the townhomes restricted for sale to moderate income households at affordable sales prices with a term of affordability of not less than 45 years; and

WHEREAS, the City and the Developer desire to enter into a first (1st) amendment to the PSA to change certain terms and provide that the proposed Development at 1950 North Central Avenue consist of 29 single-family townhomes with two (2) restricted for sale to moderate income households instead of 30 single-family townhomes with four (4) restricted for sale to moderate income households; and

WHEREAS, California Health and Safety Code Section 33433 requires the proposed first (1st) amendment to be approved by the City Council by resolution after a public hearing; which was conducted at a properly noticed public meeting held on May 25, 2021; and

WHEREAS, the proposed first (1st) amendment to the PSA and a Supplemental Summary Report addressing the first amendment, prepared pursuant to Section 34333, have been made available for public inspection and are attached hereto as Exhibit "A" and Exhibit "B", respectively, and are incorporated herein by this reference; and

WHEREAS, the project contemplated by the PSA, as amended by the first (1st) amendment, qualifies for exemption from the California Environmental Quality Act ("CEQA"), Pub. Res. Code §§ 21000 *et seq*., as an infill project pursuant to State CEQA Guidelines set forth in 14 Cal. Code Regs. § 15000 *et seq*.

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

Section 1. That the above recitals are all true and correct and incorporated herein.

Section 2. That a public hearing was properly noticed and held on May 25, 2021, by the City Council in the City Council Chambers, prior to the adoption of this Resolution to enter into a first (1st) amendment to the Purchase and Sale Agreement with Olson Urban Housing, LLC.

Section 3. That, as explained in the Supplemental Summary Report, the Site will be conveyed to the Developer for no consideration under the terms of the Purchase and Sale Agreement, as amended by the first amendment, which is the fair reuse value of the Site at the use and with the covenants and conditions and development costs authorized by the sale.

Section 4. That the City Council confirms its previous finding that the project is exempt from the California Environmental Quality Act ("CEQA") because it is an infill project subject to the exemption set forth in Section 15332 of the State CEQA Guidelines.

Section 5. That the City Manager, on advice and approval of the City Attorney is hereby authorized to execute and deliver any and all necessary documents and instruments, and to do all things which they may deem necessary or proper to effectuate the purposes of this Resolution and the Purchase and Sale Agreement, as amended by the first amendment, and any such actions previously taken are hereby ratified and confirmed.

Section 6. That a certified copy of this Resolution shall be filed in the offices of the City Manager, City Clerk, and City Attorney.

Section 7. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this _____ day of _____, 2021.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on this _____ day of _____, 2021.

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

AYES: COUNCILMEMBERS-
NOES: COUNCILMEMBERS-
ABSTAIN: COUNCILMEMBERS-
ABSENT: COUNCILMEMBERS-

_____
CITY CLERK OF THE CITY OF COMPTON

EXHIBIT "A"

[First Amendment to Purchase and Sale Agreement]

EXHIBIT "B"

Supplemental Summary Report

SUPPLEMENTAL SUMMARY REPORT

CONSIDERATION OF A FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT FOR THE CONVEYANCE OF PROPERTY AND DEVELOPMENT OF MARKET RATE AND AFFORDABLE TOWNHOMES

1950 N. CENTRAL AVENUE
COMPTON, CALIFORNIA

May 2021

I. INTRODUCTION

The City of Compton (the "City") entered into a Purchase and Sale Agreement (the "PSA"), dated May 11, 2020, with Olson Urban Housing, LLC, a Delaware limited liability company (the "Developer"), governing the conveyance by the City to the Developer of the property located at 1950 N. Central Avenue (the "Site"), for the development of a 30 unit housing project consisting of single-family townhomes, four (4) of which townhomes will be restricted for sale to moderate income households at affordable sales prices. A copy of the PSA is attached hereto as Exhibit A.

Due to issues raised by the Fire Department and required changes in the site plan, and an increase in construction costs, the City and Developer propose to enter into a first amendment to the PSA (the" First Amendment") to provide that the development will consist of a 29 unit housing project consisting of single-family townhomes, two (2) of which townhomes will be restricted for sale to moderate income households at affordable sales prices (the "Development"). A copy of the First Amendment is attached hereto as Exhibit B.

II. DESCRIPTION OF THE PSA, AS PROPOSED TO BE AMENDED BY THE FIRST AMENDMENT

A. Site to be Conveyed

The Site which is the subject of the PSA is an approximately 3.03 acre parcel located in the City at 1950 N. Central Avenue. A legal description of the Site is attached to the PSA as Exhibit "A". The former Community Redevelopment Agency of the City of Compton (the "Former Agency") acquired the Site. Following the dissolution of the Former Agency, the Site was conveyed to the City as the housing successor to the Former Agency.

B. The Proposed Development

The Developer intends to construct market rate and affordable single-family for-sale housing, and other associated improvements, including open space, on the Site. The housing is proposed to include 29 3-4 bedroom/2.5 bath and attached two car garage single-family detached townhomes, with 27 of the townhomes for sale at market rate and 2 of the townhomes restricted for sale to moderate income households at affordable sales prices.

III. COST OF THE AGREEMENT TO THE CITY

The Former Agency purchased the Site for $2,160,000 in March of 2011 with proceeds of bonds issued by the Former Agency. The Former Agency (and now the Successor Agency to the Former Agency) pays interest on the bonds (the bonds bear interest at the rate of approximately 5.6% per year), and the Successor Agency also paid ordinary legal and consulting fees and maintenance expenses in connection with the Site. After the Former Agency was dissolved, the Site was conveyed to the City, as housing successor to the Former Agency, at no cost. The City has incurred ordinary legal and consulting fees and maintenance expenses in connection with the Site. Pursuant to the PSA, the City will be responsible for the cost of CLTA title coverage and transfer taxes and one-half of the escrow charges and recording fees in connection with the conveyance of the Site to the Developer.

IV. ESTIMATED VALUE OF INTEREST TO BE CONVEYED

As of December 2018, the City estimated that the fair market value of the Site, at its highest and best use, assuming no affordability restrictions, is $2,905,000. In 2019, the City estimated that the value of the Site at the use and with the conditions, covenants and development costs required by the PSA (the "fair reuse value") is $0.00. Since then, the impacts of the changes required by the Fire Department has caused the number of townhomes to decrease from 30 to 29, and construction costs have increased. As such, the fair reuse value of the Site remains at $0.00 but the number of supportable affordable units has decreased from four to two (one three-bedroom unit and one four-bedroom unit). Pursuant to the PSA, as amended by the First Amendment, the City will convey the Site to the Developer for $0.00, which is not less than the fair reuse value. Conveying the Site to the Developer at no cost will allow the Development to be feasible notwithstanding the price restrictions for the two affordable townhomes required by the PSA, as amended by the First Amendment. Reference is hereby made to the Memorandum prepared by Keyser Marston Associates, dated April 7, 2021, on file in the office of the City Clerk, which presents a residual land value analysis for the Development in accordance with the proposed First Amendment to the PSA.

V. EXPLANATION OF WHY SALE OF THE SITE WILL ASSIST IN THE ELIMINATION OF BLIGHT

The Site has remained vacant for an extended time, resulting in a loss to the community of property taxes, jobs and related economic benefits. The proposed Development will transform a vacant, unproductive site into new market rate and affordable housing.

EXHIBIT A

PURCHASE AND SALE AGREEMENT

EXHIBIT B

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

PURCHASE AND SALE AGREEMENT

(1950 N. Central Avenue, Compton, CA)

by and between the

THE CITY OF COMPTON, a municipal corporation
("**City**")

and

OLSON URBAN HOUSING, LLC, a Delaware limited liability company

("**Developer**")

May 11, 2020,

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PURCHASE AND SALE AGREEMENT

(1950 N. Central Avenue, Compton, CA)

THIS PURCHASE AND SALE AGREEMENT (the "**Agreement**" or the "**PSA**") is dated as of May 11, 2020 and is entered into by and between THE CITY OF COMPTON, a municipal corporation (the "**City**"), and OLSON URBAN HOUSING, LLC, a Delaware limited liability company (the "**Developer**").

RECITALS

A. The City has succeeded to the housing assets of the former Redevelopment Agency of the City of Compton including the land located at 1950 N. Central Avenue, Compton, California, as described on Exhibit "A" (the "**Land**"), which was originally purchased by the former Redevelopment Agency solely from the proceeds of bonds secured by, and payable from, the former Redevelopment Agency's Low and Moderate Income Housing Fund, established pursuant to Health and Safety Code Section 33334.3.

B. The purpose of this Agreement is to facilitate the development of affordable housing improvements on the Land, and associated housing and other improvements which are necessary for the development and economic feasibility of the affordable housing improvements (collectively, the "**Improvements**").

C. Construction of the Improvements, which shall include for-sale housing, open space and other improvements, will increase and improve the City's supply of housing, including affordable housing for low and moderate income persons, and will also provide additional jobs, encourage new investment, and otherwise substantially improve the economic and physical conditions in the City.

D. A material inducement to the City to enter into this Agreement is the agreement by Developer to develop the "**Project**" as defined herein.

E. The City has prepared and placed on file a copy of the summary of the transaction contemplated by this Agreement; the City Council has conducted a noticed public hearing on this Agreement; and the City Council has made findings that the disposition of the Land pursuant to this Agreement is in accordance with all laws.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants contained in this Agreement, the parties hereto agree as follows:

1. DEFINITIONS.

1.1 Definitions. The following capitalized terms used in this Agreement shall have the meanings set forth below:

1.1.1 "**Affiliate**" means any person or entity directly or indirectly, through one or more intermediaries, controlling, controlled by or under common control with The Olson

Company, which, in the case of a partnership, shall include, each of the constituent general partners thereof, and in the case of a limited liability company, each of the constituent members thereof. The term "control", as used in the immediately preceding sentence, means, with respect to a for-profit corporation, the right to exercise, directly or indirectly, fifty percent (50%) or more of the voting rights attributable to the shares of the controlled corporation and, with respect to a person or entity that is not a for-profit corporation, the possession directly or indirectly, of the power to direct or cause the direction of the management or policies of the controlled person.

1.1.2 "**Agreement**" means this Purchase and Sale Agreement and the exhibits attached hereto.

1.1.3 "**Approved Title Exceptions**" is defined in Section 2.3.1.

1.1.4 "**Building Permit**" means, collectively, any and all permits necessary to grade the Land and construct the Project that would be issued by the City.

1.1.5 "**Certificate of Completion**" means the certificate described in Section 3.12.

1.1.6 "**City**" means the City of Compton, a municipal corporation.

1.1.7 "**City Manager**" means the City Manager of the City or the City Manager's designee.

1.1.8 "**Close of Escrow**" is defined in Section 2.2.

1.1.9 "**Closing Conditions**" is defined in Section 2.4.

1.1.10 "**Construction Contract**" is defined in Section 3.3.

1.1.11 "**Construction Loan**" is defined in Section 3.4.

1.1.12 "**Default**" is defined in Section 6.1.

1.1.13 "**Escrow**" is defined in Section 2.2.

1.1.14 "**Escrow Holder**" means First American Title Insurance Company (Escrow officer, Jeanne Gold) or another licensed escrow holder mutually selected by the Parties.

1.1.15 "**Feasibility Investigation**" means feasibility investigations of the Land to determine the suitability of the Land for development of the Project, including investigation of the environmental and geotechnical suitability of the Land, as deemed appropriate in the reasonable discretion of Developer, all at the sole cost and expense of Developer, as further provided in Section 2.6.2.

1.1.16 "**Feasibility Period**" means time period of one hundred twenty (120) continuous days commencing on the day immediately following the opening of escrow.

1.1.17 "**FIRPTA Certificate**" is defined in Section 2.7.1.3.

1.1.18 "**Force Majeure Delay**" is defined in Section 6.7.

1.1.19 "**General Contractor**" is defined in Section 3.3.

1.1.20 "**Grant Deed**" is defined in Section 2.3.2.

1.1.21 "**Hazardous Materials**" means any chemical, material or substance now or hereafter defined as or included in the definition of hazardous substances, hazardous wastes, hazardous materials, extremely hazardous waste, restricted hazardous waste, toxic substances, pollutant or contaminant, imminently hazardous chemical substance or mixture, hazardous air pollutant, toxic pollutant, or words of similar import under any local, state or federal law or under the regulations adopted or publications promulgated pursuant thereto applicable to the Land, including, without limitation: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601, et seq. ("**CERCLA**"); the Hazardous Materials Transportation Act, as amended, 49 U.S.C. 1801, et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq.; and the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901, et seq. ("**RCRA**"). The term Hazardous Materials shall also include any of the following: any and all toxic or hazardous substances, materials or wastes listed in the United States Department of Transportation Table (49 CFR 172.101) or by the Environmental Protection City as hazardous substances (40 CFR. Part 302) and in any and all amendments thereto in effect as of the Close of Escrow; oil, petroleum, petroleum products (including, without limitation, crude oil or any fraction thereof), natural gas, natural gas liquids, liquefied natural gas or synthetic gas usable for fuel, not otherwise designated as a hazardous substance under CERCLA; any substance which is toxic, explosive, corrosive, reactive, flammable, infectious or radioactive (including any source, special nuclear or by-product material as defined at 42 U.S.C. 2011, et seq.), carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority; asbestos in any form; urea formaldehyde foam insulation; transformers or other equipment which contain dielectric fluid containing levels of polychlorinated byphenyls; radon gas; or any other chemical, material or substance (i) which poses a hazard to the Land, to adjacent properties, or to persons on or about the Land, (ii) which causes the Land to be in violation of any of the aforementioned laws or regulations, or (iii) the presence of which on or in the Land requires investigation, reporting or remediation under any such laws or regulations.

1.1.22 "**Holder**" is defined in Section 4.2.

1.1.23 "**Improvements**" means all buildings, landscaping, infrastructure, utilities, and other improvements to be built on the Land, as described in the Scope of Development.

1.1.24 "**Land**" means the land described on Exhibit "A" attached hereto.

1.1.25 "**Party**" means any party to this Agreement, and "**Parties**" means all parties to this Agreement.

1.1.26 "**Permitted Exceptions**" is defined in Section 2.3.2.

1.1.27 "**Plans and Specifications**" means all drawings, landscaping and grading plans, engineering drawings, final construction drawings, and any other plans or specifications for construction of the Project.

1.1.28 "**Project**" means the Land and Improvements.

1.1.29 "**Released Parties**" is defined in Section 2.6.3.

1.1.30 "**Schedule of Performance**" means Exhibit "B" attached hereto.

1.1.31 "**Scope of Development**" means the description of the Project set forth in Exhibit "C" attached hereto.

1.1.32 "**Secured Credit Facility**" is defined in Section 3.4.

1.1.33 "**Title Company**" shall mean the Escrow Holder (Title Officer, Hugo Tello) (i.e., the Title Company and the Escrow Holder are the same).

1.1.34 "**Transfer**" is defined in Section 4.1.1.

1.1.35 "**Transferee**" is defined in Section 4.1.1.

1.1.36 "**Withholding Affidavit**" is defined in Section 2.7.1.2.

2. PURCHASE AND SALE OF THE PROPERTY; PURCHASE PRICE; DEPOSIT.

2.1 Conveyance of Land.

2.1.1 Conveyance of Land to Developer. In accordance with and subject to the terms and conditions hereinafter set forth, and in consideration of the Developer's performance of all of its responsibilities under this Agreement, the City agrees to convey the Land to the Developer, and the Developer agrees to acquire the Land from the City. No monetary consideration shall be payable for the Developer's acquisition of the Land from the City, and no deposit shall be required.

2.2 Opening and Closing of Escrow. Within fifteen (15) business days after the Date this Agreement is executed by the City and delivered to the Developer, the City and the Developer shall cause an escrow (the "**Escrow**") to be opened with Escrow Holder for the sale of the Land by the City to the Developer. The Parties shall deposit with Escrow Holder a fully executed duplicate original of this Agreement as the escrow instructions for the Escrow. The City and the Developer shall provide such additional instructions as shall be necessary and consistent with this Agreement. Subject to the satisfaction of the Closing Conditions as described in Section 2.4, Escrow shall close (the "**Close of Escrow**" or "**Closing**") on or before the date set forth in the Schedule of Performance. If the Close of Escrow does not occur by such date, any Party not then in default may terminate this Agreement, and all the funds and documents deposited with Escrow Agent shall be promptly refunded or returned, as the case may be, by Escrow Agent to the depositing Party, except that all escrow and title cancellation fees shall be paid by the Party in default.

2.3 Condition of Title; Title Insurance.

2.3.1 Prior to the execution of this Agreement, the Developer has obtained a current title report from Title Company for the Land and copies of the title exception documents, and the Developer shall have the right to approve or disapprove the title exceptions by written notice to City given within thirty (30) days after the date of this Agreement. If the Developer does not approve or disapprove the exceptions, then all matters in said title report, shall be deemed to have been approved by the Developer. Title exceptions approved or deemed approved by the Developer are referred to herein as the "**Approved Title Exceptions**". City shall have the right, but not the obligation, to remove any disapproved exceptions prior to Closing or provide assurances satisfactory to the Developer that such disapproved exceptions will be removed on or before the Closing.

2.3.2 The City shall convey title to the Land to the Developer by grant deed substantially in the form attached hereto as Exhibit "D" (the "**Grant Deed**") that is also executed by the Developer. Title shall be conveyed subject to: (i) non-delinquent current real property taxes and assessments not yet due for the tax year during which the conveyance occurs, (ii) the Approved Title Exceptions, (iii) a Memorandum of Purchase and Sale Agreement in the form attached hereto as Exhibit "E", (vi) a Regulatory Agreement in the form attached hereto as Exhibit "F"; (v) a Notice of Affordability Restrictions in the form attached hereto as Exhibit "G"; (vi) a Subordination Agreement in the form attached hereto as Exhibit "H"; and (vii) any matters which arise out of the actions of the Developer or its agents and representatives (collectively, the "**Permitted Exceptions**").

2.4 Conditions to Close of Escrow. The obligation of the City and the Developer under this Agreement to close Escrow shall be subject to the satisfaction or express written waiver by the benefited Party, and in no event shall any contemplated action by the Developer be at the option of the Developer but the Developer must use reasonable good faith efforts to satisfy of each of the following conditions (collectively, the "**Closing Conditions**"):

2.4.1 For the benefit of the Developer, there shall have been no change to the physical condition of the Land and no new title exceptions after the date of the preliminary title report referenced in Section 2.4.1 hereof (except those changes to the physical condition or new title exceptions resulting from the activities of the Developer as contemplated herein) that, in either case, in the Developer's opinion, would materially and adversely affect the development, use or operation of the Project. All title exceptions disapproved by Developer shall have been removed or waived by Developer.

2.4.2 For the benefit of the City and the Developer, the representations and warranties of the City and the Developer contained in this Agreement being true and correct in all material respects.

2.4.3 For the benefit of the City and the Developer, the delivery by the City and the Developer of all documents and funds required to be delivered pursuant to Section 2.7 hereof.

2.4.4 For the benefit of the Developer, the Title Company shall have committed to issue at the Close of Escrow an ALTA extended coverage Owner's Title Insurance Policy, with any endorsements reasonably requested by the Developer, showing fee simple title to the Land

vested in the Developer (or Developer's assignee as permitted by this Agreement), subject only to the Permitted Exceptions.

2.4.5 For the benefit of the City and the Developer, the Developer and the City shall have performed, observed and complied with all covenants, agreements and conditions required by this Agreement to be performed, observed and complied with on its part prior to or as of the Close of Escrow.

2.4.6 For the benefit of the City and the Developer, the Land constitutes one or more separate legal parcels.

2.4.7 For the benefit of the City and the Developer, all tenants and other inhabitants of the Land (if any) shall have been relocated and the Developer in accordance with all existing federal, state and local laws.

2.4.8 For the benefit of the City and the Developer, the issuance of all grading and building permits required for the Project (or such permits and entitlements shall be ready to be issued upon the closing and payment of required permit fees to the City) and the issuance of all other project entitlements. Notwithstanding anything to the contrary contained herein, the failure of the City to issue such permits and entitlements shall not constitute a Default by the City.

2.4.9 For the benefit of the City, the Developer's issuance of written notice to the City accepting the condition of the Land pursuant to Section 2.6.2.

2.4.10 For the benefit of the City and the Developer, the Developer shall obtain, at the Developer's sole cost and expense, an environmental insurance policy (reasonably acceptable in form and substance to the City) which protects the Developer against liability arising from unknown Hazardous Materials located on or under the Land as of and prior to the Close of Escrow. The City shall be an additionally insured party under such environmental insurance policy. In connection with the issuance of such insurance policy, the City shall not be required to provide any representations or covenants with respect to the Property in addition to or otherwise modifying those otherwise expressly set forth herein.

2.5 Costs; Escrow Holder Settlement Statement.

2.5.1 The Developer shall be solely responsible for all costs and expenses related to all surveys and endorsements to title policies and any additional premiums for ALTA extended coverage title insurance. The City shall be responsible for the cost of CLTA title coverage and transfer taxes. The parties shall each pay one-half (½) of all escrow charges and recording fees. Each party shall bear its own expenses (including, but not limited to, attorneys' fees and expenses) incurred by such party in the negotiation of this Agreement.

2.5.2 Escrow Holder is authorized on the Close of Escrow to pay and charge the Developer for any fees, charges and costs payable under Section 2.5.1, which shall be set forth on a settlement statement prepared by Escrow Holder. Escrow Holder shall deliver draft settlement statements to the Parties for their mutual reasonable approval.

2.6 Condition of the Land.

2.6.1 "As-Is" Sale. The Developer acknowledges and agrees that, except as expressly set forth herein, the Developer is acquiring the Land in its "AS IS" condition, WITH ALL FAULTS, IF ANY, AND, EXCEPT AS EXPRESSLY SET FORTH HEREIN, WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, and neither the City nor any agents, representatives, officers, or employees of the City have made any representations or warranties, direct or indirect, oral or written, express or implied, to the Developer or any agents, representatives, or employees of the Developer with respect to the condition of the Land, its fitness for any particular purpose, or its compliance with any laws, and the Developer is not aware of and does not rely upon any such representation to any other party. Except as expressly set forth herein, neither the City nor any of its representatives is making or shall be deemed to have made any express or implied representation or warranty, of any kind or nature, as to (a) the physical, legal or financial status of the Land, (b) the Land's compliance with applicable laws, (c) the accuracy or completeness of any information or data provided or to be provided by the City, or (d) any other matter relating to the Land.

2.6.2 Feasibility Investigations. The Developer shall complete all of its Feasibility Investigations within the Feasibility Period. All Feasibility Investigations shall be conducted by the Developer at its sole cost and expense. The City licenses the Developer to enter the Land for the sole purpose of conducting the Feasibility Investigations, subject to all of the terms and conditions of this Agreement. The license given in this Section 2.6.2 shall terminate with the termination of this Agreement. Any Feasibility Investigations by the Developer shall not unreasonably disrupt any existing use or occupancy of the Land. The Developer shall not conduct any intrusive or destructive testing of any portion of the Land, other than low volume soil samples, without the City's prior written consent, which consent shall not be unreasonably withheld or delayed. The Developer shall pay all of its vendors, inspectors, surveyors, consultants or agents engaged in any inspection or testing of the Land, such that no mechanics liens or similar liens for work performed are imposed upon the Land by any such persons. Following the conduct of any Feasibility Investigations on the Land, the Developer shall restore the Land to substantially its condition prior to the conduct of such Feasibility Investigations. The activities of the Developer or its agents directly or indirectly related to the Feasibility Investigations shall be subject to the Developer's indemnity, defense and hold harmless obligations pursuant to Section 7.2 hereof. The Developer shall provide City with evidence of liability insurance in the amount of One Million Dollars ($1,000,000.00) naming the City as beneficiary, and insuring against any damage or liability that may arise from the activities of the Developer or its agents or contractor's on the Land, prior to the commencement of any Feasibility Investigations on the Land. The Developer shall deliver a written notice to both the City and Escrow Agent, prior to the end of the Feasibility Period, stating the Developer's unconditional acceptance of the condition of the Land or stating the Developer's rejection of the condition of the Land and refusal to accept a conveyance of title to the Land, describing in reasonable detail the actions that Developer reasonably believes are indicated to allow Developer to unconditionally accept the condition of the Land. If the Developer does not accept the condition of the Land by delivery of such notice stating such acceptance prior to the end of the Feasibility Period, the Developer shall be deemed to have disapproved the condition of the Land. If the condition of the Land is rejected (or deemed rejected) by the Developer, then the Developer shall have the right to cancel the Escrow and terminate this

Agreement, in its sole and absolute discretion, without liability to the City, by delivery of a notice of termination to the City and the Escrow Agent.

2.6.3 Releases and Waivers. The Developer and anyone claiming by, through or under the Developer hereby, effective as of the Close of Escrow, waives its right to recover from and fully and irrevocable releases the City and its council members, employees, officers, representatives, agents and attorneys ("**Released Parties**") from any and all claims, responsibility and/or liability that it may now have or hereafter acquire against any of the Released Parties for any costs, loss, liability, damage, expenses, demand, action or cause of action arising from or related to (i) the condition (including any defects, errors, omissions or other conditions, latent or otherwise, and the presence in the soil, air, structures and surface and subsurface waters of materials or substances that have been or may in the future be determined to be Hazardous Materials or otherwise toxic, hazardous, undesirable or subject to regulation and that may need to be specifically treated, handled and/or removed from the Land under current or future federal, state and local laws, regulations or guidelines), valuation, salability or utility of the Land, or its suitability for any purpose whatsoever, and (ii) any information furnished by the Released Parties under or in connection with this Agreement. This release includes claims of which the Developer is presently unaware or which the Developer does not presently suspect to exist which, if known by the Developer, would materially affect the Developer's release to the City. The Developer specifically waives the provision of California Civil Code Section 1542, which provides as follows:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

In this connection and to the extent permitted by law, the Developer hereby agrees, represents and warrants that the Developer realizes and acknowledges that factual matters now unknown to it may have given or may hereafter give rise to causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses which are presently unknown, unanticipated and unsuspected, and the Developer further agrees, represents and warrants that the waivers and releases herein have been negotiated and agreed upon in light of that realization and that the Developer nevertheless hereby intends to release, discharge and acquit the Released Parties from any such unknown causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses which might in any way be included as a material portion of the consideration given to the City by the Developer in exchange for the City's performance hereunder.

The Developer hereby agrees that, if at any time after the Close of Escrow any third party or any governmental agency seeks to hold the Developer responsible for the presence of, or any loss, cost or damage associated with, Hazardous Materials in, on, above or beneath the Land or emanating therefrom, then the Developer waives any rights it may have against the City in connection therewith, including, without limitation, under CERCLA (as defined in Section 1.1.21) and the Developer agrees that it shall not (i) impede the City, (ii) bring a contribution action or

of, or any loss, cost or damage associated with, Hazardous Materials in, on, above or beneath the Land or emanating therefrom, then the Developer waives any rights it may have against the City in connection therewith, including, without limitation, under CERCLA (as defined in Section 1.1.21) and the Developer agrees that it shall not (i) impede the City, (ii) bring a contribution action or similar action against the City, or (iii) attempt in any way to hold the City responsible with respect to any such matter. The provisions of this Section 2.6.3 shall survive the Close of Escrow.

The City has given the Developer material concessions regarding this transaction in exchange for the Developer agreeing to the provisions of this Section 2.6.3. The City and the Developer have each initialed this Section 2.6.3 to further indicate their awareness and acceptance of each and every provision hereof.

CITY'S INITIALS DEVELOPER'S INITIALS

2.6.4 Environmental Indemnity. From and after the Close of Escrow, the Developer shall indemnify, protect, defend and hold harmless the City and its officials, officers, attorneys, employees, consultants, agents and representatives, from and against any and all claims, liabilities, suits, losses, costs, expenses and damages, including but not limited to attorneys' fees and costs, arising directly or indirectly out of any claim for loss or damage to any property, including the Land, injuries to or death of persons, or for the cost of cleaning up the Land and removing Hazardous Materials or toxic substances, materials and waste therefrom, by reason of (i) the release of Hazardous Materials on the Land by the Developer or its officers, employees, contractors or subcontractors, or (ii) the violation by the Developer or its officers, employees, contractors or subcontractors of any statutes, ordinances, orders, rules or regulations of any governmental entity or agency related to Hazardous Materials on or under the Land. This indemnification shall survive the Close of Escrow.

2.7 Deposits into Escrow.

2.7.1 The City shall deposit with Escrow Holder, prior to Close of Escrow, the following instruments and documents, the delivery of each of which shall be a condition of the Close of Escrow:

2.7.1.1 A Grant Deed, duly executed and acknowledged by the City, in the form attached hereto as Exhibit "D" (the "**Grant Deed**");

2.7.1.2 The affidavit as contemplated by California Revenue and Taxation Code § 18662 (the "**Withholding Affidavit**");

2.7.1.3 A Certification of Non-Foreign Status in accordance with I.R.C. Section 1445 (the "**FIRPTA Certificate**");

similar action against the City, or (iii) attempt in any way to hold the City responsible with respect to any such matter. The provisions of this Section 2.6.3 shall survive the Close of Escrow.

The City has given the Developer material concessions regarding this transaction in exchange for the Developer agreeing to the provisions of this Section 2.6.3. The City and the Developer have each initialed this Section 2.6.3 to further indicate their awareness and acceptance of each and every provision hereof.

_____	_____ CMC
CITY'S INITIALS	DEVELOPER'S INITIALS

2.6.4 Environmental Indemnity. From and after the Close of Escrow, the Developer shall indemnify, protect, defend and hold harmless the City and its officials, officers, attorneys, employees, consultants, agents and representatives, from and against any and all claims, liabilities, suits, losses, costs, expenses and damages, including but not limited to attorneys' fees and costs, arising directly or indirectly out of any claim for loss or damage to any property, including the Land, injuries to or death of persons, or for the cost of cleaning up the Land and removing Hazardous Materials or toxic substances, materials and waste therefrom, by reason of (i) the release of Hazardous Materials on the Land by the Developer or its officers, employees, contractors or subcontractors, or (ii) the violation by the Developer or its officers, employees, contractors or subcontractors of any statutes, ordinances, orders, rules or regulations of any governmental entity or agency related to Hazardous Materials on or under the Land. This indemnification shall survive the Close of Escrow.

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2.7.1.2 The affidavit as contemplated by California Revenue and Taxation Code § 18662 (the "**Withholding Affidavit**");

2.7.1.3 A Certification of Non-Foreign Status in accordance with I.R.C. Section 1445 (the "**FIRPTA Certificate**");

2.7.1.4 A counterpart of a Memorandum of Purchase and Sale Agreement, substantially in the form attached hereto as Exhibit "E" duly executed by the City and acknowledged;

2.7.1.5 A counterpart of the Regulatory Agreement, substantially in the form attached hereto as Exhibit "F", duly executed by City and acknowledged;

2.7.1.6 A counterpart of the Notice of Affordability Restrictions, substantially in the form attached hereto as Exhibit "G", duly executed and acknowledged;

2.7.1.7 Such proof of the City's authority and authorization to enter into this transaction as the Title Company may reasonably require in order to issue the Developer's policy of title insurance; and;

2.7.1.8 A fully executed copy of the Subordination Agreement in the form attached hereto as Exhibit "H"; and

2.7.1.9 The City shall deposit with Escrow Holder funds sufficient to satisfy the City's monetary obligations in accordance with this Agreement.

2.7.2 The Developer shall deposit with Escrow Holder, prior to the Close of Escrow, counterparts of the Grant Deed, Memorandum of Purchase and Sale Agreement, the Regulatory Agreement, the Notice of Affordability Restrictions, and Subordination Agreement, all duly executed by the Developer and acknowledged, and funds sufficient to satisfy the Developer's monetary obligations in accordance with this Agreement.

2.8 Authorization to Record Documents and Disburse Funds. Escrow Holder is hereby authorized to record the documents and disburse the funds and documents called for hereunder upon Close of Escrow, provided each of the following conditions has then been fulfilled:

(i) The Title Company can issue in favor of the Developer an ALTA Extended Coverage Owner's Policy of Title Insurance, with liability equal to the Purchase Price (or such other amount as shall have been reasonably requested by the Developer), showing title to the Land vested in Developer subject only to the Permitted Title Exceptions.

(ii) The City and Developer shall have deposited in Escrow the documents required pursuant to Section 2.7.1 and 2.7.2, and the City and Developer shall have deposited in Escrow all Escrow closing costs.

(iii) The City and the Developer have confirmed to Escrow Holder that all of the other closing conditions set forth in Section 2.4 have been satisfied or expressly waived in writing by the Party(s) benefited thereby.

Unless otherwise instructed in writing, Escrow Holder is authorized to record at the Close of Escrow any instrument delivered through this Escrow if necessary or proper for issuance of the Developer's title insurance policy.

2.9 Escrow's Closing Actions. On the Close of Escrow, Escrow Holder shall:

2.9.1 Record the Grant Deed, the Memorandum of Purchase and Sale Agreement, the Regulatory Agreement, the Notice of Affordability Restrictions, and the Subordination Agreement, with the Los Angeles County Recorder, in that order;

2.9.2 Issue the Title Policy (or cause the Title Company to issue the Title Policy);

2.9.3 Prorate taxes, assessments, rents, and other charges as of the Close of Escrow in accordance with the settlement statements approved by the Parties.

2.9.4 From funds deposited by the Developer, pay prorated amounts and charges to be paid by or on behalf of the Developer, and return any excess to the Developer;

2.9.5 Prepare and deliver to both the Developer and the City one signed copy of Escrow Holder's closing statement showing all receipts and disbursements of the Escrow; and

2.9.6 Deliver the FIRPTA Certificate and the Withholding Affidavit to the Developer.

2.10 Additional Instructions. If required by the Escrow Holder, the Parties shall execute appropriate escrow instructions, prepared by the Escrow Holder, which are not inconsistent herewith. If there is any inconsistency between the terms hereof and the terms of the escrow instructions, the terms hereof shall control unless an intent to amend the terms hereof is expressly stated in such instructions.

3. DEVELOPMENT COVENANTS.

3.1 Development of the Project.

3.1.1 Developer's agents, employees, contractors, representatives (collectively "**Licensee's Designees**") shall have the right, at the Developer's discretion and expense (without a condition of the Close of Escrow), to enter upon the Land prior to the Close of Escrow for the purpose of improvements, rough-grading and utility undergrounding (collectively, the "**Pre-Closing Work**"). The Developer shall indemnify, defend and hold the City harmless from and against any and all claims, liens, liabilities, damages, losses, costs and expenses of any kind or nature whatsoever (including, without limitation, attorneys' fees and expenses and court costs) ("collectively "**Claims**") suffered, incurred or sustained by the City as a result of, by reason of, or in connection with the Pre-Closing Work, except for Claims resulting from the willful misconduct, negligence or breach of this Agreement by the City. The Developer shall procure and maintain reasonable insurance naming the City as beneficiary and in such amounts as the City shall reasonably require and covering claims for injuries to persons and property that may arise from or are otherwise connected with the performance of the Pre-Closing Work, and the Developer shall deliver evidence of such insurance to the City prior to entering the Land. The Developer shall not be obligated by this Agreement to perform any Pre-Closing Work.

3.1.2 The Developer shall demolish any improvements on (and rough grade) the Land, install underground utilities, and develop the Improvements on the Land, in accordance with the Scope of Development, the Schedule of Performance, all requirements of any and all applicable federal, state and local laws, rules and regulations (including any conditions of approval required by the City), the Plans and Specifications, and all other terms, conditions and requirements of this Agreement. The Developer shall comply with the Schedule of Performance in a timely manner, provided that the obligations of the Developer set forth therein which are to be performed after the Close of Escrow shall be delayed by Force Majeure Delays, if applicable, and provided, further, that the City Manager may extend any deadline therein, in writing, in his sole and absolute discretion, not to exceed one hundred twenty (120) days per applicable deadline. Until a

Certificate of Completion is issued, the Developer shall provide the City with periodic progress reports, as reasonably requested by the City, regarding the status of the construction of the Improvements.

3.2 City's Right to Review Plans and Specifications. In connection with construction of the Project, the Developer shall comply in all respects with Plans and Specifications approved by the City. The City shall have the right to review all Plans and Specifications for the Improvements to ensure that the Improvements are constructed in accordance with the Scope of Development and the other applicable provisions of this Agreement.

3.3 Construction Contracts. The Developer shall retain one or more reputable and financially responsible general contractors (each, a "**General Contractor**") to undertake the construction of the Improvements. Each General Contractor shall be acceptable to and approved in writing by the City Manager (in the exercise of his sole and absolute discretion), licensed in California, shall have any other licenses required by the City, and shall be experienced in constructing the type of improvements constituting the Improvements; provided, however, that Olson Urban Housing, L.P., a Delaware limited partnership. is hereby approved as an acceptable contractor. On or before the date set forth in the Schedule of Performance, the Developer shall enter into a written contract, in form and substance acceptable to the City Manager (in the exercise of his sole and absolute discretion) (the "**Construction Contract**"), with the General Contractor(s) for performing the work constituting the construction of such improvements. Each such Construction Contract shall obligate the General Contractor to commence and complete such construction in accordance with this Agreement and all applicable federal, state and local laws, rules and regulations. The General Contractor will utilize good faith efforts to provide opportunities to residents and businesses within the City of Compton to be utilized for construction labor and building materials in the construction of the Project.

3.4 Construction Financing. The Developer shall submit to the City, for approval by the City Manager (in the exercise of his reasonable and good faith discretion), evidence of an executed Construction Loan or Construction Loan commitment. As used herein, the term "**Construction Loan**" shall mean a loan in an aggregate amount equal to (or greater than) all hard costs of designing and constructing the Improvements and all soft costs for owning and operating the Project until maturity of the construction loan, as shown in the budget for such Construction Loan and the Project Budget, less equity funds for such purposes to be provided by the Developer and shown in the Project Budget. The Construction Loan may be a loan provided under a line of credit or credit facility, and the City hereby approves the credit facility in the aggregate principal amount of Twenty-Five Million Dollars ($ 25,000,000), which may be increased due to its revolving nature, to be provided by Wells Fargo Bank, as administrative agent for the lenders, which is described in Recital B of the form of Subordination Agreement attached hereto (the "**Secured Credit Facility**"). Evidence of an executed Construction Loan commitment may consist of a letter demonstrating that the Project meets the requirements to be added to the Secured Credit Facility.

3.5 Costs of Entitlement, Development and Construction. The Developer agrees that all costs, expenses and fees associated with the development and construction of the Project, including the costs for developing and constructing the Improvements thereon (including, but not limited to governmental permits and approvals), shall be borne by the Developer.

3.6 Rights of Access and Inspection. In addition to those rights of access to and across the Land to which the City and the City may be entitled by law, members of the staff of the City shall have a reasonable right of access to the Land, without charge or fee, at any reasonable time, upon reasonable notice to the Developer (which may be telephonic notice to the Developer or its construction foreman) to inspect the work being performed at the Land in connection with the initial development of the Project but shall not be obligated to do so and the City shall not be liable for any failure to disclose any information discovered by the City (or that could or should have been discovered by any City inspection). The City shall also have the right at all reasonable times to inspect and copy those portions of the books, records and all other documentation of the Developer specifically and directly pertaining to its obligations under this Agreement.

3.7 Local, State and Federal Laws. The Developer shall carry out the construction of the Improvements on the Land in conformity with all applicable federal, state and local laws, including, but only to the extent applicable by law, state labor standards and prevailing wage laws, Labor Code Section 1720, *et seq.*, and its implementing regulations ("**Prevailing Wage Laws**"). It is the understanding and intent of the Parties that any assistance provided by City under this Agreement meets the exemption from Prevailing Wage Laws set forth in Labor Code Section 1720(c)(4) for the construction or rehabilitation of affordable housing units for low or moderate-income persons pursuant to paragraph (5) or (7) of subdivision (e) of Section 33334.2 of the Health and Safety Code that are paid for solely with moneys from the Low and Moderate Income Housing Fund established pursuant to Section 33334.3 of the Health and Safety Code or that are paid for by a combination of private funds and funds available pursuant to Section 33334.2 or 33334.3 of the Health and Safety Code. It is the further understanding and intent of the Parties that, other than the amount of the purchase price of the Land, City is providing no other assistance to the Project which would constitute construction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds as defined pursuant to Labor Code Section 1720. Notwithstanding the foregoing, Developer shall be solely responsible for determining and effectuating compliance with any applicable Prevailing Wage Laws, and City makes no representation as to the applicability or non-applicability of the Prevailing Wage Laws to the Project. Developer hereby releases from liability, and agrees to indemnify, defend, assume all responsibility for and hold City and its officers, employees, agents and representatives, harmless from any and all claims, demands, actions, suits, proceedings, fines, penalties, damages, expenses resulting from, arising out of, or based upon Developer's acts or omissions pertaining to the compliance with the Prevailing Wage Laws for the Project. The indemnification provisions of this Section 3.7 shall survive the Close of Escrow and the termination of this Agreement.

3.8 City and Other Governmental City Permits and Approvals. Before commencement of construction or development of any work of improvement on the Land, the Developer shall (at the Developer's expense) secure, or cause to be secured, any and all permits which may be required by the City or any other governmental agency having jurisdiction over such construction or development.

3.9 Anti-discrimination During Construction. The Developer, for itself and its successors and assigns, agrees that it shall not discriminate against any employee or applicant for employment, as provided in Section 5.3, in the construction of the Improvements.

3.10 Taxes, Assessments, Encumbrances and Liens. The Developer shall pay when due all real property taxes and assessments assessed or levied on portions of the Land from time to time owned by the Developer, commencing immediately after closing of the land acquisition.

3.11 No Agency Created. In performing this Agreement, the Developer is an independent contractor and not the agent of the City. The City is not an agent of the Developer. The City shall not have any responsibility whatsoever for payment to any contractor or supplier of the Developer or its contractors. The Developer shall not have any responsibility whatsoever for payment to any contractor or supplier of the City.

3.12 Certificate of Completion. Upon the Developer's completion of the construction of all of the Improvements, the Developer may apply to the City for a Certificate of Completion. The City's issuance of the Certificate of Completion shall constitute the acknowledgement of the City that the Developer has complied in all respects with its development obligations (and only the development obligations) set forth in this Article 3 with respect to all of the Improvements required hereunder. Promptly following the City's issuance of a final certificate of occupancy for a unit of housing (and in conjunction with the sale of such housing unit to a third party), and provided that the Developer is then in full compliance with all of its obligations under Article 3 of this Agreement (and is not otherwise in default under the provisions of this Agreement), the City shall, at the Developer's request, execute, acknowledge and deliver to the Developer a form, reasonably acceptable to the Developer, of an express termination or reconveyance of the City's right of reversion as contained in the Grant Deed. If the City believes that the Developer is not in compliance with its obligations under this Article 3, the City shall promptly specify the nature of such non-compliance by written notice to the Developer.

4. LIMITATIONS ON TRANSFERS AND SECURITY INTERESTS.

4.1 Restrictions on Transfer of Developer's Rights and Obligations.

4.1.1 Prior to issuance of a Certificate of Completion, the Developer shall not sell, assign, transfer, mortgage, lease (except for space leases conditioned upon Project completion), hypothecate, or convey (collectively, a "**Transfer**") the Land or any part thereof or any of the Developer's rights or obligations hereunder to another person or entity (a "**Transferee**"), without the City's prior written consent, which consent may be granted or withheld in the City's sole and absolute discretion, except that no City approval shall be required for (i) the execution of one or more deeds of trust and related instruments securing the Developer's construction loan(s), (ii) a conveyance of the Land resulting from the foreclosure thereof (or a deed-in-lieu of such a foreclosure to the lender or any Affiliate of the lender), (iii) the conveyance or dedication of any portion of the Land to the City or other appropriate governmental agency, (iv) the granting of easements or permits to facilitate construction of the Improvements, (v) the sale of for-sale units to qualified persons and households in the normal course of business, in accordance with the Regulatory Agreement if applicable, (vi) any transfer of the Land and the corresponding rights and obligations of this Agreement to an Affiliate of the Developer, provided that the Transferee assumes all of the provisions of this Agreement that relate to the transferred Land pursuant to an assignment and assumption agreement and all design and constructions contracts and plans and rights to financing shall be assigned in writing to and assumed in writing by the Transferee. The Developer acknowledges that the identity of the Developer is of particular concern to the City, and

it is because of the Developer's identity that the City has entered into this Agreement with the Developer. Except for any Transferee approved by the City pursuant to this Section 4.1, and except for any Holder (defined in Section 4.2) that has taken possession of the Land, no voluntary or involuntary successor in interest of the Developer shall acquire any rights or powers under this Agreement. No Transfer of the Developer's interest hereunder without the City's prior written approval shall be deemed to release the Developer from the obligations of the Developer hereunder.

4.2 Holders of Deeds of Trust. Notwithstanding any provisions of Section 4.1 to the contrary, the Developer shall have the right to hypothecate its interest in the Land and Project pursuant to one or more deeds of trust from an institutional lender approved by the City (which approval shall not unreasonably be withheld or delayed), for the purpose of securing loans of funds to be used for financing the direct and indirect costs of the Improvements (including land development costs, reasonable and customary developer fees, loan fees and costs, and other normal and customary project costs), or for refinancing the construction financing. Any institutional lender of record holding any such deed of trust, whose name and address shall have been provided by the Developer to the City, shall be referred to herein as a "**Holder**."

4.3 Rights of Holders. The City shall deliver a copy of any notice or demand to the Developer concerning any breach or default by the Developer under this Agreement to each Holder who has previously made a written request to the City for special notice hereunder. Any notice of breach or default by the Developer shall not be effective against any such Holder unless given to such Holder. Such Holder shall have the right at its option to cure or remedy any such default, within the thirty (30) days after the later of the expiration of the Developer's period to cure such default or the Holder's receipt of the default notice from the City, and to add the cost thereof to the secured debt and the lien of its security interest. If such breach or default can only be remedied or cured by such Holder upon obtaining possession, such Holder may remedy or cure such breach or default within a reasonable period of time after obtaining possession, provided such Holder seeks possession with diligence through a receiver or foreclosure. Such Holder shall not undertake or continue the construction or completion of the Improvements beyond the extent necessary to conserve or complete the Improvements. Any Holder completing the Improvements may assume all rights and obligations of the Developer under this Agreement (but without any obligation to do so); provided that, in the event of any such assumption, (i) the City shall reasonably cooperate with the Holder and (ii) such Holder shall be entitled to a reasonable extension of time to complete the Project in accordance with this Agreement. If a Holder should, as a condition of providing financing for development of all or a portion of the Project, request any modification of this Agreement in order to protect its interests in the Project or this Agreement, the City shall not unreasonably withhold its consent to such request consistent with the purpose and intent of this Agreement and the rights and obligations of the parties under this Agreement. As used in this Agreement, to the extent applicable, the term "**Holder**" shall include any successors and assigns of Holder and any person or entity acquiring the Land at or at any time after a foreclosure event.

4.4 Noninterference with Holders. The provisions of this Agreement do not limit the right of Holders (a) to foreclose or otherwise enforce any mortgage, deed of trust, or other security instrument encumbering all or any portion of the Land, and the Improvements thereon, (b) to pursue any remedies for the enforcement of any pledge or lien encumbering such portions of the Land, or (c) to accept, or cause its nominee to accept, a deed or other conveyance in lieu of

foreclosure or other realization. In the event of (i) a foreclosure sale under any such mortgage, deed of trust or other lien or encumbrance, (ii) a sale pursuant to any power of sale contained in any such mortgage or deed of trust, or (iii) a deed or other conveyance in lieu of any such sale, the purchaser or purchasers and their successors and assigns, and such portions of the Land shall be, and shall continue to be, subject to all of the conditions, restrictions and covenants of all documents and instruments recorded pursuant to this Agreement, including, without limitation, the restrictions set forth in the grant deed on such property from the City to the Developer, subject to the provisions hereof. The City agrees to execute such further documentation regarding the rights of any Holder as set forth in Section 4.7 hereof.

4.5 Right of City to Cure. In the event of a default or breach by the Developer of a loan by a Holder prior to the completion of the Improvements, the City may, upon prior written notice to the Developer, cure the default, prior to the completion of any foreclosure, in accordance with the terms of the Subordination Agreement.

4.6 Right of City to Satisfy Other Liens. After the Close of Escrow, and after the Developer has had a reasonable time to challenge, cure, or satisfy any liens or encumbrances on the Land or any portion thereof, and has failed to do so, in whole or in part, the City shall, upon prior written notice to the Developer, have the right to satisfy any such lien or encumbrances; however, nothing in this Agreement shall require the Developer to pay or make provision for the payment of any tax, assessment, lien or charge so long as the Developer in good faith shall contest the validity or amount therein and so long as such delay in payment shall not subject the Land or any portion thereof to forfeiture or sale.

4.7 Subordination. Upon the request of the Holder, the City shall enter into a subordination agreement, substantially in the form attached hereto as Exhibit "H" and incorporated herein (the "**Subordination Agreement**"), as such form may be amended or otherwise modified at the reasonable request of such Holder, to subordinate its rights under this Agreement, the Grant Deed, the PSA Memorandum and the Regulatory Agreement, to the lien or encumbrance of the therein described financing. The City shall also execute such further documents as Holder may reasonably require to effectuate such subordination.

4.8 USE AND OPERATION OF THE PROPERTY.

4.9 Maintenance by Developer. During their respective periods of ownership of the Project, the Developer and its successors in interest with respect to the Project shall maintain the Project (including landscaping) in a commercially reasonable manner substantially comparable to maintenance provided to other developments of similar age and quality located in Los Angeles County. The Developer shall maintain the Improvements in good repair and working order, and in a neat, clean and orderly condition, including the walkways, driveways, and landscaping, and from time to time make all necessary and proper repairs, renewals, and replacements. In the event that there arises at any time prior to the expiration of such period a condition in contravention of the above maintenance standard, then the City shall notify the Developer in writing of such condition, giving the Developer thirty (30) days from receipt of such notice to cure said condition. In the event the Developer fails to cure or commence to cure the condition within the time allowed, the City shall have the right to perform all acts necessary to cure such a condition, or to take other recourse at law or in equity the City may then have and to receive from the Developer the City's actual and reasonable costs in taking such action, which shall be paid by the Developer within ten (10) days after written demand describing the costs. The foregoing provisions shall be a covenant running with the Land and will be enforceable by the City, its successors and assigns.

Prior to selling any housing units, the Developer shall prepare and submit a Declaration of CC&Rs for the Project to the City and obtain its reasonable approval. The CC&Rs shall be recorded prior to the sale of any housing units. The CC&Rs shall obligate the owners of the homes to maintain their individual units and assume all liability for the foregoing maintenance requirements with respect to the individual units, and the owner's association to maintain the common areas and assume all liability for the foregoing maintenance requirements, with respect to the common areas, and the Developer shall have no further responsibility for maintenance of any completed improvements subject to the CC&Rs.

4.10 Obligation to Refrain from Discrimination. The Developer covenants by and for himself, and any successors in interest, that there shall be no discrimination against or segregation of any person, or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, rental, sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Land or Improvements, nor shall the Developer himself or any such person claiming under or through him establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the Site. The foregoing covenants shall run with the Land.

4.11 Form of Nondiscrimination and Non-Segregation Clauses.

All deeds, leases or contracts entered into by the Developer that relate to the Project or any portion thereof shall contain or be subject to substantially the following nondiscrimination or non-segregation clauses:

1. In deeds: "The grantee herein covenants by and for and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group or persons on account of any basis listed

in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee himself, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land.

Notwithstanding the immediately preceding paragraph, with respect to familial status, said paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in said paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall apply to said paragraph."

2. In leases: "The lessee herein covenants by and for himself, his heirs, executors, administrators and assigns, and all persons claiming under or through him, and that this lease is made and accepted upon and subject to the following conditions:

That there shall be no discrimination against or segregation of, any person or group or persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the leasing, subleasing, transferring, use, or enjoyment of the land herein leased nor shall the lessee himself, or any person claiming under or through him, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein leased.

Notwithstanding the immediately preceding paragraph, with respect to familial status, said paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in said paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall apply to said paragraph."

3. In contracts: "There shall be no discrimination against or segregation of, any person or group or persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land, nor shall the transferee himself or any person claiming under or through him, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land.

Notwithstanding the immediately preceding paragraph, with respect to familial status, said paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in said paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall apply to said paragraph."

4.12 Affordability Covenants. The Developer shall comply with the Regulatory Agreement. The Developer shall commence the marketing of the affordable units required by the Regulatory Agreement to eligible purchasers, and shall use good faith efforts to designate and sell the affordable units, as early as practicable. The City shall assist the Developer in the marketing of the affordable units by providing Developer the names and contact information of eligible purchasers on the City's homebuyer interest list.

5. EVENTS OF DEFAULT, REMEDIES AND TERMINATION.

5.1 Defaults - Definition. Subject to the provisions of Section 6.7 hereof, the occurrence of any or all of the following shall constitute a default ("**Default**") under this Agreement:

5.1.1 The Developer's failure to perform its obligations under this Agreement on a timely basis as contained herein, or in the Schedule of Performance, involving the payment of money, and the continuance of such breach for a period of ten (10) days after the City has given written notice to the Developer, as specified in Section 8.1; provided; however, if such breach is not reasonably curable within such ten (10) day period, then Developer shall be deemed in Default only if Developer does not commence to cure such breach within such ten (10) day period and thereafter fails to diligently prosecute such breach to completion.

5.1.2 Except as otherwise provided in Section 6.1.1 hereof, a breach of any material term of this Agreement, the Grant Deed, the Regulatory Agreement, or the Subordination Agreement by any Party not involving the payment of money and failure of such Party to cure such breach within thirty (30) days after the non-defaulting Party has given written notice to the

defaulting Party; provided, however, if such breach is not reasonably curable within such thirty (30) day period, then such Party shall be deemed in Default only if such Party does not commence to cure such breach within such thirty (30) day period and thereafter fails to diligently prosecute such breach to completion;

5.1.3 Developer's Transfer (as defined in Section 4.2), or the occurrence of any involuntary Transfer, of the Project or Improvements or any part thereof or interest therein, or any rights or obligations of the Developer under this Agreement, in violation of this Agreement;

5.1.4 The Developer's failure or refusal to keep in force and effect any material permit or approval with respect to construction, and the Developer's failure to cure such breach within thirty (30) calendar days after notice from the City of the Developer's breach; provided, however, if such breach is not reasonably curable within such thirty (30) day period, then the Developer shall be deemed in Default only if the Developer does not commence to cure such breach within such thirty (30) day period and thereafter fails to diligently prosecute such breach to completion;

5.1.5 Filing of a petition in bankruptcy by or against any Party or appointment of a receiver or trustee of any property of any Party, or an assignment by any Party for the benefit of creditors, or adjudication that such Party is insolvent by a court, and the failure of such Party to cause such petition, appointment, or assignment to be removed or discharged within ninety (90) days; or

5.2 Remedies.

5.2.1 Remedies Prior to the Close of Escrow. In the event of a Default by any Party prior to the Close of Escrow, the non-defaulting Party shall have the right to terminate this Agreement (provided it is not in Default of its obligation under this Agreement), by delivering written notice thereof to the defaulting Party and to Escrow Holder, subject to the rights of the defaulting Party to cure such Default as provided in Section 6.1. Subject to Section 2.2, such Party may seek against the defaulting Party any available remedies at law or equity, including but not limited to, the right to receive damages (excluding damages for lost profits) or to pursue an action for specific performance.

5.2.2 Remedies for Default After the Close of Escrow. In addition to, and without limiting, the City's right of re-entry and termination contained in the Grant Deed, in the event of a Default by any Party after the Close of Escrow, a non-defaulting party shall be entitled to the following remedies, as applicable:

(i) A defaulting Party shall be liable to the non-defaulting Party for all damages, costs and losses incurred by the non-defaulting Party, and the non-defaulting Party may seek against the defaulting Party any available remedies at law or equity, including but not limited to the right to receive damages or to pursue an action for specific performance.

(ii) The Developer shall deliver to the City absolute assignments (with appropriate written consents) of all design contracts and plans and specifications for the Project, which shall be in form and substance reasonably acceptable to the City.

5.3 No Speculation. The rights established in this Article are to be interpreted in light of the fact that the City will convey the Land to the Developer for development of the Project thereon and not for speculation in undeveloped land or for construction of different improvements.

5.4 No Personal Liability. No representative, agent, attorney, consultant, or employee of the City shall personally be liable to the Developer or any successor in interest of the Developer, in the event of any Default or breach by the City, or for any amount which may become due to the Developer or any successor in interest, on any obligation under the terms of this Agreement.

5.5 Rights and Remedies are Cumulative. The rights and remedies of the Parties are cumulative, and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by the non-defaulting Party.

5.6 Inaction Not a Waiver of Default. Any failures or delays by either Party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies, or deprive either such Party of its rights to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies. The acceptance by a Party of less than the full amount due from the other Party shall not constitute a waiver of such Party's right to demand and receive the full amount due, unless such Party executes a specific accord and satisfaction.

5.7 Force Majeure. Following the Close of Escrow, and notwithstanding anything to the contrary in this Agreement, nonperformance shall be excused when performance is prevented or delayed by reason of any of the following forces reasonably beyond the control of such party (a "**Force Majeure Delay**"): (i) failure to perform by the Developer affecting all similar works of construction in the Compton, California, area, attributable to any strike, lockout or other labor or industrial disturbance (whether or not on the part of the employees of either party hereto), civil disturbance, future order claiming jurisdiction, act of the public enemy, acts of terrorism, war, riot, sabotage, blockade, embargo, inability to secure customary materials, supplies or labor through ordinary sources by reason of regulation or order of any government or regulatory body; and (ii) delay attributable to severe weather, lightning, earthquake, fire, storm, hurricane, tornado, flood, washout, explosion, or any other similar industry-wide cause beyond the reasonable control of the party from whom performance is required, or any of its contractors or other representatives. Any prevention, delay or stoppage due to any Force Majeure Delay shall excuse the performance of the party affected for a period of time equal to any such prevention, delay or stoppage (except the obligations of either party to pay money to the other party or to close escrow); provided that the party claiming Force Majeure Delay notifies the other party within ten (10) business days after the commencement of the Force Majeure Delay if the Party claiming delay has no actual knowledge of the event of Force Majeure Delay, the Party claiming the Force Majeure Delay must nevertheless notify the other Party of the Force Majeure Delay within a reasonable time (not to exceed thirty days) after the commencement of the Force Majeure Delay.

6. INSURANCE; INDEMNITY.

6.1 Insurance.

6.1.1 From and after the Close of Escrow and until the issuance of a Certificate of Completion, the Developer shall obtain and maintain at no cost or expense to the City, with a reputable and financially responsible insurance company reasonably acceptable to the City, (i) commercially reasonable property insurance for the Improvements in an amount not less than the replacement cost of the Improvements (subject to commercially reasonable deductibles) with a reasonable inflation rider; (ii) commercial general liability insurance, insuring against claims and liability for bodily injury, death, or property damage arising from the construction, use, occupancy, condition, or operation of the Land, which liability insurance shall provide combined single limit protection of at least Five Million Dollars ($5,000,000), contractual liability coverage and products and completed operations coverage, and (iii) commercial automobile liability insurance of at least One Million Dollars ($1,000,000) combined single limit. Such liability insurance policies shall name the City and its council members, board members, officers, agents and employees as additional insureds.

6.1.2 Before commencement of any demolition or construction work by the Developer on any portion of the Land owned by the Developer, the Developer shall obtain and maintain in force until completion of such work (i) "all risk" builder's risk insurance, including coverage for vandalism and malicious mischief, in a form and amount and with a company reasonably acceptable to the City, and (ii) workers' compensation insurance covering all persons employed by the Developer in connection with work on the Project, or any portion thereof. During the construction of Improvements on any portion of the Land by the Developer, such builder's risk insurance shall cover improvements in place and all material and equipment at the job site furnished under contract, but shall exclude contractors', subcontractors', and construction managers' tools and equipment and property owned by contractors' and subcontractors' employees.

6.1.3 The Developer shall also require that any contractor with whom it has contracted for the performance of work on the Land or otherwise pursuant to this Agreement carry workers' compensation insurance as required by law.

6.1.4 With respect to each policy of insurance required above, the Developer and each of the Developer's general contractors, engineers and architects shall furnish to the City a certificate on the insurance carrier's form setting forth the general provisions of the insurance coverage promptly after written request by the City showing the additional insureds. The certificate shall also be furnished by the Developer prior to commencement of construction of any Improvements.

6.1.5 All such policies required by this Section shall contain (i) language to the effect that the policies cannot be cancelled or materially changed except after thirty (30) days' written notice by the insurer to the City, and (ii) a waiver of the insurer of all rights of subrogation against the City and the other additional insureds. All such insurance shall have deductibility limits which shall be commercially reasonable.

6.2 Indemnity. From and after the execution of this Agreement, the Developer hereby agrees to indemnify, defend, protect, and hold harmless the City and any and all agents, employees, representatives, council members, board members, consultants, and offices of the City, from and against all losses, liabilities, claims, damages (including foreseeable or unforeseeable

consequential damages), penalties, fines, forfeitures, costs and expenses (including all reasonable out-of-pocket litigation costs and reasonable attorneys' fees) and demands of any nature whatsoever, related directly or indirectly to, or arising out of or in connection with:

(i) the validity of this Agreement;

(ii) the development and construction by the Developer of the Improvements on the Land or the use, ownership, management, occupancy, or possession of the Land during the Developer's period of ownership of the Land;

(iii) any breach or Default by the Developer hereunder (subject to any liquidated damages provisions otherwise contained in this Agreement); or

(iv) any of the Developer's activities on the Land (or the activities of the Developer's agents, employees, lessees, representatives, licensees, guests, invitees, contractors, subcontractors, or independent contractors on the Land), regardless of whether such losses and liabilities shall accrue or are discovered before or after termination or expiration of this Agreement, except to the extent such losses or liabilities are caused by the gross negligence or willful misconduct of the City. The City may in its discretion, and at its own cost, participate in the defense of any legal action naming the City. The provisions of this Section 7.2 shall survive the Close of Escrow and the termination of this Agreement.

7. REPRESENTATIONS AND WARRANTIES.

7.1 Developer Representations. The Developer represents and warrants to the City as of the date of this Agreement and as of the Close of Escrow that:

(i) The Developer is a limited liability company validly existing and in good standing under the laws of the State of Delaware, and eligible to do business within the state of California.

(ii) The Developer has duly authorized the execution and performance of this Agreement and the execution and performance of all of the closing documents set forth herein.

(iii) The Developer's execution and performance of this Agreement and the closing documents will not violate any provision of the Developer's operating agreement or any deed of trust, lease, contract, agreement, instrument, order, judgment or decree by which the Developer is bound.

(iv) The Developer has not engaged a broker with respect to the purchase of the Land contemplated herein.

7.2 City Representations. The City hereby represents and warrants to the Developer as of the date of this Agreement and as of the Close of Escrow that:

(i) the City has not engaged a broker with respect to the purchase of the Land as contemplated herein.

(ii) This Agreement has been duly authorized by the City.

(iii) The City is not a "foreign person" within the parameters of FIRPTA or any similar state statute, or is exempt from the provisions of FIRPTA or any similar state statute, or the City has complied and will comply with all the requirements under FIRPTA or any similar state statute.

(iv) To the current, actual knowledge of the City Manager, the City's execution, delivery and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which the City is a party or by which it is bound.

(v) The City Manager has no current, actual knowledge of, nor has the City received any notice of, nor does the City Manager know of any basis for, any actual or pending litigation or proceeding by any organization, person, individual or governmental agency against the City with respect to the Land or against the Land.

(vi) The City Manager has no knowledge of, nor has City received any notice of, nor does the City Manager know of any basis for, any violations of laws, statutes, regulations, ordinances, other legal requirements with respect to the Land (or any part thereof) or with respect to the use, occupancy or construction thereof, or any investigations by any governmental or quasi-governmental authority into potential violations thereof or any condemnation or eminent domain proceedings pending or threatened with respect to the Land or any portion thereof.

(vii) The City hereby represents to the current, actual knowledge of the City Manager, it has delivered all material non-privileged documents in its possession and pertaining to the Land to the Developer. The City hereby represents that to the actual knowledge of the City Manager, the City has not received any written notice or written communication from any government agency having jurisdiction over the Land notifying the City of the presence of surface or subsurface zone Hazardous Materials in, on, or under the Land, or any portion thereof.

(viii) All funds used by the former Redevelopment Agency to acquire each and every component of the Land, solely constitute moneys from a Low and Moderate Income Housing Fund established pursuant to Section 33334.3 of the California Health and Safety Code, all within the meaning of Section 1720(c)(4) of the California Labor Code. The City is not providing funds from any other source in assistance to the Project.

(ix) The City Manager shall have no personal liability with respect to the accuracy of the representations contained in this Section 8.2.

8. GENERAL PROVISIONS.

8.1 Notices. All notices and demands shall be given in writing by certified mail, postage prepaid, and return receipt requested, or by reputable overnight messenger service. Notices shall be considered given upon the earlier of (a) personal delivery, or (b) one business day following deposit or delivery with a nationally recognized overnight courier delivery charges prepaid, or (c) date of delivery or attempted delivery shown on the return receipt if sent by mail, certified or return receipt requested. Notices shall be addressed as provided below for the respective Party; provided that if any Party gives notice in writing of a change of name or address, notices to such Party shall thereafter be given as demanded in that notice:

City: City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: Craig J. Cornwell, Jr., City Manager

With a copy to: The City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: Michael L. Antwine, II, Assistant City Manager

and The City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: Damon M. Brown, City Attorney

and Richards, Watson & Gershon
355 S. Grand Ave., 40th Floor
Los Angeles, California 90071
Attn: Jim G. Grayson, Esq.

Developer: Olson Urban Housing, LLC
3010 Old Ranch Parkway, Suite 100
Seal Beach, California 90740-2751
Attn: Todd J. Olson
Copy to: Katherine Chandler

8.2 Construction. The Parties agree that each Party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement or any amendments or exhibits thereto. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties.

8.3 Interpretation. In this Agreement the neuter gender includes the feminine and masculine, and singular number includes the plural, and the words "person" and "party" include corporation, partnership, firm, trust, or association where ever the context so requires. Unless otherwise required by a specific provision of this Agreement, time hereunder is to be computed by excluding the first day and including the last day. If the date for performance falls on a Saturday,

Sunday, or legal holiday, the date for performance shall be extended to the next business day. All references in this Agreement to a number of days in which either Party shall have to consent approve or perform shall mean calendar days unless specifically stated to be business days.

8.4 Time of the Essence. Time is of the essence of this Agreement.

8.5 Warranty Against Payment of Consideration for Agreement. Developer warrants that it has not paid or given, and will not pay or give, to any third person, any money or other consideration for obtaining this Agreement, other than normal costs of conducting business and costs of professional services such as architects, engineers and attorneys.

8.6 Attorneys' Fees. If any Party brings an action to enforce the terms hereof or declare its rights hereunder, the prevailing Party in any such action shall be entitled to its reasonable attorneys' fees to be paid by the losing Party as fixed by the court. If the City is made a party to any litigation instituted by or against the Developer or to any litigation attacking the validity of this Agreement, then the Developer shall indemnify and defend the City in accordance with Section 7.2 hereof.

8.7 Entire Agreement; Waivers and Amendments. This Agreement, together with all attachments and exhibits hereto, and all agreements executed pursuant hereto, constitutes the entire understanding and agreement of the Parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to the subject matter hereof. No subsequent agreement, representation or promise made by either Party hereto, or by or to any employee, officer, agent or representative of either Party, shall be of any effect unless it is in writing and executed by the Party to be bound thereby. No person is authorized to make, and by execution hereof, the Developer and the City acknowledge that no person has made, any representation, warranty, guaranty or promise except as expressly set forth herein; and no agreement, statement, representation or promise made by any such person which is not contained herein shall be valid or binding on the Developer or the City.

8.8 Severability. Each and every provision of this Agreement is, and shall be construed to be, a separate and independent covenant and agreement. If any term or provision of this Agreement or the application thereof shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those to which it is invalid or unenforceable, shall not be affected hereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

8.9 Headings. All section headings and subheadings are inserted for convenience only and shall have no effect on the construction or interpretation of this Agreement.

8.10 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Parties, and their permitted successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

8.11 Governing Law; Jurisdiction; Service of Process. This Agreement and the rights and obligations of the Parties shall be governed by California law. The Parties consent to the exclusive jurisdiction of the California Superior Court for the County of Los Angeles. If any legal

action is commenced by the Developer against the City, or by the City against the Developer, service of process on the City shall be made by personal service upon the City Manager or City Clerk, or in such other manner as may be provided by law. If any legal action is commenced by the City against the Developer, service of process on the Developer shall be made in any manner as may be provided by law. The Developer agrees, for the benefit of the City, that it shall designate an agent for service of process in the State of California in the manner prescribed by law.

8.12 Assignability. Except as otherwise expressly provided in Section 4.2, the Developer may not assign, transfer or convey its rights and obligations under this Agreement without the prior written consent of the City, which the City may withhold in its sole and absolute discretion.

8.13 Survival. The provisions hereof shall not merge into, but rather shall survive, any conveyance hereunder (including, without limitation, the delivery and recordation of any Grant Deed) and the delivery of all consideration.

8.14 Estoppel Certificates. Upon written request of the Developer, the City shall within thirty (30) days of the date of such request, execute and deliver to the Developer, a written statement certifying, to the best of such City's knowledge, that (a) this Agreement in full force and effect, if such is the case, and has not been modified or amended, except as shall be stated; and (b) that no default by Developer exists under this Agreement.

8.15 City Actions. In addition to any provisions of this Agreement that gives the City Manager the authority to make decisions and grant approvals, the City hereby authorizes the City Manager to deliver such approvals, consents as are contemplated by this Agreement, waive requirements under this Agreement, and modify this Agreement, on behalf of the City provided that the applicable approval, consent, waiver or modification is not substantial (*i.e.*, does not change the fundamental business transaction between the Developer and the City, as determined by the City Manager in his reasonable discretion).

8.16 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed as original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the day and year first above written.

DEVELOPER:

OLSON URBAN HOUSING, LLC,
a Delaware limited liability company

By: In Town Living, Inc.
a Delaware corporation
its Managing Member

By: _____
Name: Todd Olson, President of
Community Development

By: _____
Name: _____

CITY:

THE CITY OF COMPTON,
a municipal corporation

By: _____
Craig J. Cornwell, City Manager

ATTEST:

_____
Alita Godwin, City Clerk

CITY OF COMPTON INCORPORATED 5/21/2020 1888 CALIFORNIA

APPROVED AS TO FORM:

5/14/20

By: _____
Damon M. Brown, City Attorney

for

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the day and year first above written.

DEVELOPER:

OLSON URBAN HOUSING, LLC,
a Delaware limited liability company

By: In Town Living, Inc.
a Delaware corporation
its Managing Member

By: _____
Name: Todd Olson, President of
Community Development

By: _____
Name: Chris Campbell
VP Finance

CITY:

THE CITY OF COMPTON,
a municipal corporation

By: _____
Craig J. Cornwell, City Manager

ATTEST:

_____
Alita Godwin, City Clerk

APPROVED AS TO FORM:

By: _____
Damon M. Brown, City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION OF LAND

(1950 North Central Avenue)

Real property in the City of Compton, County of Los Angeles, State of California, described as follows:

THAT PORTION OF THE 249.89 ACRE PARCEL OF LAND IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS ALLOTTED TO M. KELLER IN THE PARTITION OF THE TAJAUTA RANCHO AS SHOWN ON THE MAP FILED IN CASE NO. 1200 OF THE DISTRICT COURT OF THE 17TH JUDICIAL DISTRICT OF THE STATE OF CALIFORNIA IN AND FOR SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE TWO INCH PIPE SET AT THE NORTHWESTERLY CORNER OF LOT 2 IN TRACT NO. 3626 AS SHOWN ON THE MAP RECORDED IN BOOK 40 PAGE 96 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE NORTH 0° 33' 30" EAST ALONG THE EASTERLY LINE OF CENTRAL AVENUE, AS SHOWN ON LAST MENTIONED MAP, SAID LINE LYING 20.00 FEET EASTERLY OF THE CENTER LINE OF THE EXISTING STREET, A DISTANCE OF 500.85 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 0° 33' 30" EAST 217.15 FEET; THENCE NORTH 89° 35' 35" EAST, PARALLEL WITH THE CENTER LINE OF 134TH STREET, A DISTANCE OF 480.05 FEET; THENCE NORTH 0° 33' 30" EAST, PARALLEL WITH SAID CENTRAL AVENUE, 123.00 FEET TO THE SOUTHERLY LINE OF 134TH STREET, 50 FEET WIDE; THENCE NORTH 89° 35' 35" EAST, ALONG SAID SOUTHERLY LINE OF 134TH STREET, 100.14 FEET TO THE INTERSECTION WITH A LINE THAT IS PARALLEL WITH AND DISTANCE 580.13 FEET EASTERLY, AT RIGHT ANGLES FROM SAID EASTERLY LINE OF CENTRAL AVENUE; THENCE SOUTH 0° 33' 30" WEST ALONG SAID PARALLEL LINE 340.15 FEET TO THE INTERSECTION WITH A LINE PARALLEL WITH THE NORTHERLY LINE OF SAID LOT 2 OF TRACT 3626, THAT PASSES THROUGH THE TRUE POINT OF BEGINNING; THENCE SOUTH 89° 35' 35" WEST, 580.19 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THAT PORTION LYING WITHIN CENTRAL AVENUE, AS DEDICATED TO THE CITY OF COMPTON.

A.P.N.: 6145-003-902

EXHIBIT "B"

SCHEDULE OF PERFORMANCE

This Schedule of Performance requires the submission of plans or other documents at specific times. Some of the submissions are not described in the text of the Agreement. Such plans or other documents, as submitted, must be complete and adequate for review by the City or other applicable governmental entity when submitted. Prior to the time set forth for each particular submission, the Developer shall consult with City staff informally as necessary concerning such submission in order to assure that such submission will be complete and in a proper form within the time for submission set forth herein.

	Action	Date / Deadline
NOTE: The PSA is to be dated as of the date of its execution by City.		
1.	Opening of Escrow. The Parties shall open escrow with the Escrow Holder.	Within fifteen (15) business days after the date of this PSA.
2.	Entitlements. The Developer shall obtain all Project entitlements from the City.	Prior to or concurrent with the Close of Escrow.
3.	Grading and Building Permits. The Developer shall obtain the Grading Permit for the grading of the Land and all Building Permits for the of construction of the Project.	Prior to the Close of Escrow.

	Action	Date / Deadline
4.	Close of Escrow. The Developer shall acquire the Land from the City and shall concurrently close the Construction Loan on the Close of Escrow.	The Close of Escrow shall occur within sixty (60) days after City approval of all Project entitlements and Developer's receipt of the necessary permits for the Project, but in no event later than six (6) months following the date of execution of the Agreement If (i) Developer is diligently pursuing required land use entitlements, building and grading permits, but City has not provided final approval by such time and ((ii) City receives a written request from Developer to extend such six (6) month period at least thirty (30) days prior to the expiration of the such six (6) month period, then the City Manager may, but is not obligated, to extend such period for an additional six (6) months to obtain final City approvals.
5.	Commencement of Construction. Developer shall substantially commence the Improvements.	No later than sixty (60) days after the Close of Escrow.
6.	Qualification for Certificate of Completion. The Project shall qualify for the Certificate of Completion.	No later than twenty-four (24) months from commencement of construction as described in the preceding item.

EXHIBIT "C"

SCOPE OF DEVELOPMENT

Developer shall cause to be constructed the following improvements on the Land (the "Project"):

- Single Family Townhouses: 30 total on a one-lot subdivision
  - 3-Bedroom*/2.5 Bath** (market) – 13 units
  - 4-Bedroom*/2.5 Bath ** (market) - 13 units
  - 3-Bedroom*/2.5 Bath** (each an "Affordable Unit") - 2 units
  - 4-Bedroom*/2.5 Bath** (each an "Affordable Unit") - 2 units

  * Developer may increase some or all units to 4 bedrooms
  ** Developer may reduce number of bathrooms to 2 on some or all units, or increase the number of bathrooms to 3 on some or all units.

  The homes shall be of very good quality, and shall have high efficiency windows and insulation, and quality finishes. Approvals of the finish level will be determined in conjunction with the approval of land use entitlements for the Project.

- Backbone Street

- Site Work

EXHIBIT "D"

FORM OF GRANT DEED

Recording Requested by:

The City of Compton

And when recorded return to
and mail tax statements to:

Olson Urban Housing, LLC,
3010 Old Ranch Parkway, Suite 100
Seal Beach, CA 90740
Attention: Todd J. Olson

With a copy to:

The City of Compton
205 South Willowbrook Avenue
Compton, CA 90220
Attn: City Clerk

And:

Richards, Watson & Gershon
355 S. Grand Ave., 40th Floor
Los Angeles, CA 90071
Attn: Jim G. Grayson, Esq.

Assessor's Parcel Map No.: 6145-003-902

[Space Above this Line for Recorder's Use]

This Grant Deed is exempt from Recording Fees pursuant to California Government Code Sections 6103 and 27383

GRANT DEED
(1950 N. Central Avenue, Compton, CA)

The undersigned grantor(s) declare(s):

Documentary Transfer Tax is $
[X] computed on full value of property conveyed, or
[ ] computer on full value less value of liens or encumbrances remaining at time of sale
[ ] Unincorporated area [X] City of Compton

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **THE CITY OF COMPTON**, a municipal corporation ("**Grantor**") hereby GRANTS to **OLSON URBAN HOUSING, LLC**, a Delaware limited liability company ("**Grantee**") the land (the "**Land**") located in the City of Compton, County of Los Angeles, State of California, as described in Exhibit "A" hereto, SUBJECT TO all easements, covenants, conditions, restrictions, and rights of way of record.

1. This grant of the Land is subject to a Purchase and Sale Agreement entered into by and between Grantor and Grantee dated as of _____, 2020 (the "**Agreement**"), the terms of which are incorporated herein by reference. A copy of the Agreement is available for public inspection at the offices of the Grantor at 205 South Willowbrook Avenue, Compton, California 90220.

2. The Grantee covenants and agrees that for a period of ten (10) years after the date of completion, the Grantee and its successors in interest shall maintain the improvements required by the Agreement (including landscaping) in good condition and repair and in the manner substantially comparable to the highest level of maintenance provided to other projects of similar age and quality located in Los Angeles County, and if Grantee fails to do so, then Grantor shall have the rights and remedies described in Section 5.1 of the Agreement, in addition to any and all other rights or remedies under applicable law or in equity. As provided in Section 5.1 of the Agreement, the Declaration of CC&Rs for the Project shall obligate the owners of the homes to maintain and assume all liability for the foregoing maintenance requirements with respect to individual homes, and shall obligate the owner's association to maintain and assume all liability for the foregoing maintenance requirements, and Grantee shall have no further responsibility for maintenance of improvements after the recordation of the CC&Rs. Grantee shall also maintain the insurance described in Article 7 of the Agreement.

3. By acceptance hereof, Grantee agrees, for itself, its successors and assigns, to refrain from restricting the rental, sale or lease of the Land on any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, rental, sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Land or Improvements, nor shall the Developer himself or any such person claiming under or through him establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the Land. The foregoing covenants shall run with the land.

All deeds, leases or contracts entered into by Grantee, its successors and assigns, or any successor-in-interest to all or any portion of or interest in the Land shall contain or be subject to substantially the following nondiscrimination or non-segregation clauses:

1. In deeds: "The grantee herein covenants by and for and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group or persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee himself, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land.

   Notwithstanding the immediately preceding paragraph, with respect to familial status, said paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in said paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall apply to said paragraph."

2. In leases: "The lessee herein covenants by and for himself, his heirs, executors, administrators and assigns, and all persons claiming under or through him, and that this lease is made and accepted upon and subject to the following conditions:

   That there shall be no discrimination against or segregation of, any person or group or persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the leasing, subleasing, transferring, use, or enjoyment of the land herein leased nor shall the lessee himself, or any person claiming under or through him, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein leased.

   Notwithstanding the immediately preceding paragraph, with respect to familial status, said paragraph shall not be construed to apply to housing for

older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in said paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall apply to said paragraph."

3. In contracts: "There shall be no discrimination against or segregation of, any person or group or persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land, nor shall the transferee himself or any person claiming under or through him, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land.

Notwithstanding the immediately preceding paragraph, with respect to familial status, said paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in said paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall apply to said paragraph."

The foregoing shall be a covenant running with the land for the benefit of, and as a burden upon the Land.

4. All covenants contained in this Grant Deed shall run with the land and shall be binding for the benefit of Grantor and its successors and assigns and such covenants shall run in favor of the Grantor and for the entire period during which the covenants shall be in force and effect, without regard to whether the Grantor is or remains an owner of any land adjacent to the Land or interest in such land or any other land. The Grantor, in the event of any breach of any such covenants, shall have the right to exercise all of the rights and remedies available under the Agreement or this Grant Deed, or at law or in equity. The covenants contained in this Grant Deed shall be for the benefit of and shall be enforceable only by the Grantor and its successors and assigns.

5. The Grantee covenants, for itself and its successors and assigns, that there shall be no sale, transfer, assignment, conveyance, lease, pledge or encumbrance of the Agreement, or the Land and the Improvements thereon or any part thereof, or of other ownership interest in the

Grantee in violation of the Agreement, which contains restrictions on the assignment of the Agreement, the transfer of the Land and interests in Grantee.

6. The Grantor shall have, at its option, the additional right, on thirty (30) days' prior written notice to the Grantee and the holders of any mortgages, deeds of trust or other financing instruments, to repurchase, reenter and take possession of the Land (or portion thereof) with all improvements thereon, if after conveyance of title to the Land and prior to the issuance of a final Certificate of Completion therefor, the Grantee shall:

a. Fail to commence construction of the improvements (or portion thereof) within the time required by the Agreement for a period of three (3) months after written notice thereof from the Grantor (subject to extension of time caused by Force Majeure or time of delay caused by or contributed to by the Grantor) to the Grantee and the holders of any mortgages, deeds of trust or other financing instruments; or

b. Abandon or substantially suspend construction of the improvements (or portion thereof), other than as a result of Force Majeure or any actions by the Grantor which caused or contributed to such suspension, for a period of three (3) months after written notice of such abandonment or suspension from the Grantor to the Grantee and the holders of any mortgages, deeds of trust or other financing instruments; or

c. Assign the Agreement, or transfer or suffer any involuntary transfer of the Property or any part thereof in violation of the Agreement.

Notwithstanding anything to the contrary set forth above, any such right to repurchase, enter and repossess shall be: (i) subject to and conditioned upon (A) in the case of the Secured Credit Facility, payment to the holders of such Secured Credit Facility, the then current collateral value of the Land (including all improvements thereon) as reflected on the holder of such Secured Credit Facility books and records pursuant to the Secured Credit Facility loan documents or (B) with respect to any other first in priority mortgage or deed of trust holder, payment of the full amount of the unpaid debt, plus any accrued and unpaid interest, costs and expenses; and (ii) subordinate and subject to and be limited by and shall not defeat, render invalid or limit:

d. Any other then existing and remaining mortgage, deed of trust or other security instruments permitted by the Agreement; or

e. Any rights or interests provided in the Agreement for the protection of the holder of such mortgages, deeds of trust or other security instruments.

In addition to payment of the amounts required to be paid above, to exercise its right to repurchase, reenter and take possession with respect to the Land (or portion thereof), the Grantor (or its designee) shall pay to the Grantee in cash an amount equal to the actual purchase price paid to the Grantor for the Land (or allocable to such portion thereof). Grantee shall thereupon execute and deliver to Grantor a grant deed transferring to Grantor (or its designee) all of Grantee's interest in the Land (or portion thereof) in its AS-IS, WHERE-IS CONDITION, WITHOUT ANY REPRESENTATIONS OR WARRANTIES. In the event Grantor exercises its repurchase option under this Section 6, such exercise shall constitute Grantor's sole and exclusive remedy on account

of any default of Grantee which gives rise to Grantor's repurchase option hereunder, except that the foregoing limitation on remedies shall not affect the Grantee's indemnity obligations under the Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Grant Deed as of the date set forth below.

GRANTOR:

Dated: _____, 2020

THE CITY OF COMPTON,
a municipal corporation

By: _____
Print Name: _____
Title: _____

ATTEST:

_____
Alita Godwin, City Clerk

GRANTEE:

Dated: _____, 2020

OLSON URBAN HOUSING, LLC,
a Delaware limited liability company

By: In Town Living, Inc.
a Delaware corporation
its Managing Member

By: _____
Todd Olson, President of
Community Development

By: _____
Name: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____ before me, _____ Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ Place Notary Seal Above

Signature of Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____ before me, _____ Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ Place Notary Seal Above

Signature of Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF LAND

Real property in the City of Compton, County of Los Angeles, State of California, described as follows:

THAT PORTION OF THE 249.89 ACRE PARCEL OF LAND IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS ALLOTTED TO M. KELLER IN THE PARTITION OF THE TAJAUTA RANCHO AS SHOWN ON THE MAP FILED IN CASE NO. 1200 OF THE DISTRICT COURT OF THE 17TH JUDICIAL DISTRICT OF THE STATE OF CALIFORNIA IN AND FOR SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE TWO INCH PIPE SET AT THE NORTHWESTERLY CORNER OF LOT 2 IN TRACT NO. 3626 AS SHOWN ON THE MAP RECORDED IN BOOK 40 PAGE 96 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE NORTH 0° 33' 30" EAST ALONG THE EASTERLY LINE OF CENTRAL AVENUE, AS SHOWN ON LAST MENTIONED MAP, SAID LINE LYING 20.00 FEET EASTERLY OF THE CENTER LINE OF THE EXISTING STREET, A DISTANCE OF 500.85 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 0° 33' 30" EAST 217.15 FEET; THENCE NORTH 89° 35' 35" EAST, PARALLEL WITH THE CENTER LINE OF 134TH STREET, A DISTANCE OF 480.05 FEET; THENCE NORTH 0° 33' 30" EAST, PARALLEL WITH SAID CENTRAL AVENUE, 123.00 FEET TO THE SOUTHERLY LINE OF 134TH STREET, 50 FEET WIDE; THENCE NORTH 89° 35' 35" EAST, ALONG SAID SOUTHERLY LINE OF 134TH STREET, 100.14 FEET TO THE INTERSECTION WITH A LINE THAT IS PARALLEL WITH AND DISTANCE 580.13 FEET EASTERLY, AT RIGHT ANGLES FROM SAID EASTERLY LINE OF CENTRAL AVENUE; THENCE SOUTH 0° 33' 30" WEST ALONG SAID PARALLEL LINE 340.15 FEET TO THE INTERSECTION WITH A LINE PARALLEL WITH THE NORTHERLY LINE OF SAID LOT 2 OF TRACT 3626, THAT PASSES THROUGH THE TRUE POINT OF BEGINNING; THENCE SOUTH 89° 35' 35" WEST, 580.19 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THAT PORTION LYING WITHIN CENTRAL AVENUE, AS DEDICATED TO THE CITY OF COMPTON.

A.P.N.: 6145-003-902

EXHIBIT "E"

FORM OF PSA MEMORANDUM

RECORDING REQUESTED BY:

The City of Compton

AND WHEN RECORDED MAIL TO:

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

With a copy to:

Richards, Watson & Gershon
355 S. Grand Ave., 40th Floor
Los Angeles, CA 90071
Attn: Jim G. Grayson, Esq.

APN: 6145-003-902

[Space Above This Line For Recorder's Use]

This Memorandum Of Purchase and Sale Agreement is exempt from Recording Fees pursuant to California Government Code Sections 6103 and 27383

MEMORANDUM OF PURCHASE AND SALE AGREEMENT
(1950 N. Central Avenue, Compton, CA)

THIS MEMORANDUM OF PURCHASE AND SALE AGREEMENT (the "**Memorandum of PSA**") is made as of _____, 2020, by and between **THE CITY OF COMPTON**, a municipal corporation (the "**City**"), and **OLSON URBAN HOUSING, LLC,** a Delaware limited liability company (the "**Developer**"), to confirm that the City and the Developer have entered into that certain Purchase and Sale Agreement dated as of _____, 2019 (the "**PSA**"). The PSA imposes certain conditions (including but not limited to, construction requirements, affordable housing requirements, and transfer restrictions) on the real property described in Exhibit "A" attached hereto and incorporated herein (the "**Land**"). The PSA is a public document and may be reviewed at the principal office of the City.

IN WITNESS WHEREOF, the parties have caused this Memorandum of PSA to be duly executed as of the date first above written.

CITY:

THE CITY OF COMPTON,
a municipal corporation

By: _____
Print Name: _____
Title: _____

ATTEST:

_____
Alita Godwin, City Clerk

DEVELOPER:

OLSON URBAN HOUSING, LLC,
a Delaware limited liability company

By: In Town Living, Inc.
a Delaware corporation
its Managing Member

By: _____
Todd Olson, President of
Community Development

By: _____
Name: _____

[SIGNATURES MUST BE DULY ACKNOWLEDGED BY A NOTARY PUBLIC]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____ before me, _____ Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ Place Notary Seal Above

Signature of Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____ before me, _____ Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ Place Notary Seal Above

Signature of Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF LAND

Real property in the City of Compton, County of Los Angeles, State of California, described as follows:

THAT PORTION OF THE 249.89 ACRE PARCEL OF LAND IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS ALLOTTED TO M. KELLER IN THE PARTITION OF THE TAJAUTA RANCHO AS SHOWN ON THE MAP FILED IN CASE NO. 1200 OF THE DISTRICT COURT OF THE 17TH JUDICIAL DISTRICT OF THE STATE OF CALIFORNIA IN AND FOR SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE TWO INCH PIPE SET AT THE NORTHWESTERLY CORNER OF LOT 2 IN TRACT NO. 3626 AS SHOWN ON THE MAP RECORDED IN BOOK 40 PAGE 96 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE NORTH 0° 33' 30" EAST ALONG THE EASTERLY LINE OF CENTRAL AVENUE, AS SHOWN ON LAST MENTIONED MAP, SAID LINE LYING 20.00 FEET EASTERLY OF THE CENTER LINE OF THE EXISTING STREET, A DISTANCE OF 500.85 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 0° 33' 30" EAST 217.15 FEET; THENCE NORTH 89° 35' 35" EAST, PARALLEL WITH THE CENTER LINE OF 134TH STREET, A DISTANCE OF 480.05 FEET; THENCE NORTH 0° 33' 30" EAST, PARALLEL WITH SAID CENTRAL AVENUE, 123.00 FEET TO THE SOUTHERLY LINE OF 134TH STREET, 50 FEET WIDE; THENCE NORTH 89° 35' 35" EAST, ALONG SAID SOUTHERLY LINE OF 134TH STREET, 100.14 FEET TO THE INTERSECTION WITH A LINE THAT IS PARALLEL WITH AND DISTANCE 580.13 FEET EASTERLY, AT RIGHT ANGLES FROM SAID EASTERLY LINE OF CENTRAL AVENUE; THENCE SOUTH 0° 33' 30" WEST ALONG SAID PARALLEL LINE 340.15 FEET TO THE INTERSECTION WITH A LINE PARALLEL WITH THE NORTHERLY LINE OF SAID LOT 2 OF TRACT 3626, THAT PASSES THROUGH THE TRUE POINT OF BEGINNING; THENCE SOUTH 89° 35' 35" WEST, 580.19 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THAT PORTION LYING WITHIN CENTRAL AVENUE, AS DEDICATED TO THE CITY OF COMPTON.

A.P.N.: 6145-003-902

EXHIBIT "F"

FORM OF REGULATORY AGREEMENT

RECORDING REQUESTED BY:

The City of Compton

AND WHEN RECORDED MAIL TO:

The City of Compton
205 South Willowbrook Avenue
Compton, CA 90220
Attention: City Manager

With a copy to:

Richards, Watson & Gershon
355 S. Grand Ave., 40th Floor
Los Angeles, CA 90071
Attention: Jim G. Grayson, Esq.

APN: 6145-003-902

[Space Above This Line For Recorder's Use]

This Regulatory Agreement is exempt from Recording Fees pursuant to California Government Code Sections 6103 and 27383

REGULATORY AGREEMENT
(1950 N. Central Avenue, Compton, CA)

THIS REGULATORY AGREEMENT (the "**Restrictions**") is entered into this ____ day of _____, 2020 by and between **OLSON URBAN HOUSING, LLC**, a Delaware limited liability company (the "**Developer**"), and the **CITY OF COMPTON**, a municipal corporation (the "**City**").

RECITALS:

A. Developer and the City have entered into that certain Purchase and Sale Agreement (1950 N. Central Avenue, Compton, CA), dated _____, 2020 (the "**Agreement**"), for the purpose of providing for the development of affordable housing and market rate housing in the City of Compton. Any capitalized term used herein that is not otherwise defined herein shall have the meaning ascribed to such term in the Agreement.

B. Pursuant to the Agreement, the City has conveyed to the Developer certain land located in the City of Compton more particularly described in Exhibit "A" and depicted in Exhibit "B" (the "**Land**"), upon which the Developer intends to construct thirty (30) detached townhomes

(the "**Townhomes**"), four (4) of which (the "**Affordable Units**") shall be restricted for sale to Moderate Income Households at an Affordable Sales Price, as more particularly described herein. **[TO BE PROVIDED BY DEVELOPER]**

C. The Townhomes other than the four Affordable Units (the "Market Rate Units") will not be subject to the requirements of these Restrictions.

D. The Agreement contains certain provisions relating to the use of the Land both before and after completion of such development.

NOW, THEREFORE, THE CITY AND THE DEVELOPER COVENANT AND AGREE AS FOLLOWS:

1. Definitions.

"**Area Median Income**" shall mean the median income for Los Angeles County as annually published by the Department of Housing and Community Development pursuant to California Health and Safety Code Section 50093, or the most closely related successor thereto.

"**Area Median Income adjusted for family size**" shall mean the Area Median Income adjusted for the actual number of persons in the applicable household.

"**Area Median Income adjusted for household size appropriate for the unit**" shall mean the Area Median Income for a household of four persons, unless pertinent federal statutes applicable to the Affordable Unit specify otherwise.

"**Affordable Sales Price**" shall mean a sales price which is established at a level which ensures that the Housing Costs of (a) any Moderate Income Household purchaser who earns not greater than one hundred and ten percent (110%) of the Area Median Income adjusted for family size, is not less than twenty-eight percent (28%) of the Gross Income of the household, nor exceeds the product of thirty-five percent (35%) multiplied by one hundred and ten percent (110%) of the Area Median Income Adjusted for Household Size Appropriate for the Unit, and (b) any Moderate Income Household purchaser whose Gross Income exceeds one hundred and ten percent (110%) of the Area Median Income adjusted for family size, is not less than twenty-eight percent (28%) of the Gross Income of the household and does not exceed the greater of (i) thirty-five percent (35%) of the Gross Income of such purchaser or (ii) the product of thirty-five percent (35%) multiplied by one hundred and ten percent (110%) of the Area Median Income Adjusted for Household Size Appropriate for the Unit.

"**Gross Income**" shall have the meaning ascribed to such term in Section 6914 of Title 25 of the California Code of Regulations, as amended from time to time, and any successor statutes and regulations.

"**Housing Cost**" shall have the meaning ascribed to such term in Section 6920 of Title 25 of the California Code of Regulations, as amended from time to time, and any successor statutes and regulations.

"**Moderate Income Household**" or "**Qualified Purchaser**" shall mean persons and families whose income does not exceed one hundred and twenty percent (120%) of the Area Median Income adjusted for family size.

2. Ownership Housing Requirements. The Developer is required to sell each of the Affordable Units to a Moderate Income Household at an Affordable Sales Price, assuming (i) a reasonable down payment and (ii) a thirty year fixed rate mortgage at prevailing interest rates for similarly situated homes, without providing any vendor/purchase money financing, for use as owner-occupied housing, in accordance with the following restrictions:

(a) Prior to any such sale of an Affordable Unit, the Developer shall submit to the City Manager the proposed location of the Affordable Unit, the proposed sales price, and documentation reasonably demonstrating to the City Manager that the proposed sales price is an Affordable Sales Price, and that the proposed purchaser qualifies as a Moderate Income Household, in accordance with the procedure set forth in Section 3 hereof.

(b) The grant deed from the Developer to any such proposed Moderate Income Household purchaser shall restrict the use of the Affordable Unit to owner-occupancy, and shall restrict subsequent resales of the Affordable Unit to Moderate Income Households, at an Affordable Sales Price, who agree that the use of the Affordable Unit is restricted to owner-occupancy pursuant to and in conformance with the Grant Deed Rider. These restrictions shall continue to apply until the forty-fifth (45th) anniversary of the date of recordation of the grant deed conveying the Affordable Unit from the Developer to a Moderate Income Household purchaser at an Affordable Sales Price in accordance with these Restrictions.

(c) To implement this Section, the Developer agrees to attach the Grant Deed Rider to the grant deed conveying the Affordable Unit to any such proposed Moderate Income Household purchaser substantially in the form attached to these Restrictions as Exhibit "C" ("**Grant Deed Rider**"), which is incorporated herein by this reference.

(d) The Affordable Units shall be the units designated by mutual agreement of the Developer and the City Manager.

(e) The Developer shall commence the marketing of the Affordable Units required hereunder to eligible purchasers and shall use good faith efforts to designate and sell the Affordable Units as early as practicable. The City shall assist the Developer in the marketing of the Affordable Units by providing Developer the names and contact information of eligible purchasers on the City's homebuyer interest list.

(f) All construction and sales of Affordable Units as required hereunder and under the Agreement shall be in compliance with the requirements for affordable housing units for low or moderate income persons pursuant to paragraph (5) of subdivision (e) of Section 33334.2 of the Health and Safety Code.

(g) Developer shall not rent any of the Affordable Units without the prior written consent of the City, which consent may be granted or withheld in the sole and absolute discretion of the City.

3. Method of Initial Sale of Affordable Units.

A. Procedures to Notify City.

(i) Notice of Proposed Sale. For each Affordable Unit proposed to be sold by the Developer, the Developer shall notify the City Manager in writing to that effect not less than thirty (30) days prior to the anticipated closing date, and shall provide such information as the City may reasonably require regarding the proposed Qualified Purchaser. The writing (hereinafter referred to as the "**Notice of Intended Sale**") shall state the street address of the Affordable Unit, the name(s) and existing address of the proposed Qualified Purchaser, and the terms of the proposed documentation reasonably demonstrating to the City Manager that the proposed sales price is an Affordable Sales Price , and that the proposed purchaser qualifies as a Moderate Income Household. The Notice of Intended Sale, together with the City required information, shall be personally delivered or deposited into the U.S. mail, postage prepaid, first class, certified mail, return receipt requested, addressed to:

CITY OF COMPTON
205 South Willowbrook Avenue
Compton, California 90622-5009
Attn: City Manager

(ii) Submission of Additional Information. The City Manager may at any time after the submission of the Notice of Intended Sale request the Developer or the proposed Qualified Purchaser to provide additional information regarding the proposed Qualified Purchaser and/or the proposed transaction for the sale of the Affordable Unit, and the Developer and/or Qualified Purchaser shall supply such information as soon as possible.

(iii) Assumption of Obligations to City. If the City Manager determines that the proposed purchaser is a Qualified Purchaser, and the proposed terms of sale result in an Affordable Sales Price, the City shall allow the sale of the Affordable Unit subject to these Restrictions, which shall be deemed to have been assigned to and assumed by the proposed Qualified Purchaser pursuant to and in conformance with the Grant Deed Rider.

B. Disposition of the Subject Land Contrary to These Restrictions. If the Developer disposes of any portion of the Land contrary to these Restrictions, the City shall at any time thereafter, have all rights and remedies available to it as described in the Agreement or otherwise available to it at law and in equity and may seek enforcement of the terms and conditions hereof in any manner allowed by law or equity.

C. Disposition of Market Rate Units. The Developer may sell the Market Rate Units without complying with the procedures set forth in these Restrictions. Upon request of the Developer, the City shall furnish to the Developer a release or such other documentation as may be necessary to confirm that a Market Rate Unit is not subject to these Restrictions.

4. Terms of Purchase. The following provisions shall also apply to the initial sale of each of the Affordable Units by Developer:

A. Escrow. The Developer acknowledges and agrees that the percentage amount of any deposit required pending close of escrow shall not exceed that customarily required

for the purchase of newly constructed residential units in Los Angeles County at the time of the escrow. Closing costs shall be allocated between buyer and seller according to the customary practices in Los Angeles County in effect at the time of an offer to purchase by a Qualified Purchaser. The Developer shall agree to reasonable terms of sale that are consistent with promoting the purpose of these Restrictions.

B. Conditions to Close of Escrow. The purchase agreement and escrow instructions for the purchase of an Affordable Unit from the Developer may provide for conditions or contingencies of the type or nature commonly included within purchase agreements and escrow instructions for the purchase of new homes (including, but not limited to, financing contingencies, inspection rights, and preliminary title report approvals), provided that the escrow period shall be not less than sixty days from the date of the purchase agreement. The Qualified Purchaser's qualifications are subject to prior review and approval by the City.

C. Purchase Price. The purchase price paid by the Qualified Purchaser shall not exceed an Affordable Sales Price.

5. Maintenance. Until the sale of an Affordable Unit, the Developer shall maintain the Affordable Unit in compliance with all applicable housing quality standards, and all applicable local code requirements, and shall keep the Land free from any unreasonable accumulation of debris or waste materials. The Developer shall also maintain in a healthy condition any landscaping required to be planted pursuant to the Scope of Development.

6. Non Discrimination and Non Segregation Clauses. Developer shall refrain from restricting the sale of Affordable Units on the basis of race, color, religion, sex, marital status, disability, ancestry or national origin of any person. All deeds or contracts shall contain or be subject to substantially the following nondiscrimination or non-segregation clauses:

(a) In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

"Notwithstanding the immediately preceding paragraph, with respect to familial status, the immediately preceding paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in the immediately preceding paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section

12955 of the Government Code shall apply to the immediately preceding paragraph."

(b) In contracts: "There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, transfer, use, occupancy, tenure, or enjoyment of the premises which are the subject of the Agreement, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

"Notwithstanding the immediately preceding paragraph, with respect to familial status, the immediately preceding paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in the immediately preceding paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to the immediately preceding paragraph."

7. The covenants established in these Restrictions and any amendments hereto approved by the City and Developer shall, without regard to technical classification and designation, be binding for the benefit and in favor of City, and its successors and assigns.

8. City is deemed to be the beneficiary of the terms and provisions of these Restrictions and the covenants herein, both for and in its own right and for the purposes of protecting the interests of the community and other parties, public or private, for whose benefit these Restrictions and the covenants running with the land have been provided. City shall have the right if the covenants are breached, to exercise all rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of these Restrictions and covenants are entitled.

9. The covenants and agreements contained herein shall run with the land and not be personal obligations of Developer. Upon the sale, conveyance or other transfer of an Affordable Unit ("**Transfer**") in accordance with the requirements of these Restrictions, Developer's liability for performance with respect to the transferred Affordable Unit shall be terminated as to any obligation to be performed hereunder after the date of such Transfer.

10. In connection with a sale of an Affordable Unit and in accordance with these Restrictions and recordation of the Grant Deed Rider in the form attached hereto as Exhibit "C", these Restrictions shall cease to apply to the applicable Affordable Unit that is the subject of such sale, and City shall execute a release of these Restrictions from that Affordable Unit.

11. The provisions of these Restrictions shall be deemed independent and severable, and a determination of invalidity or partial invalidity or unenforceability of any one provision or portion hereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provisions hereof.

12. These Restrictions may be executed in one or more counterparts, each of which shall be deemed as original but all of which together shall constitute one and the same instrument.

13. These Restrictions shall be governed by, construed, and enforced in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the City and the Developer have executed these Restrictions as of the date on the date set forth herein above.

CITY:

CITY OF COMPTON,
a municipal corporation

By: _____
Craig J. Cornwell, City Manager

ATTEST:

By: _____
Alita Godwin, City Clerk

DEVELOPER:

OLSON URBAN HOUSING LLC,
a Delaware limited liability company

By: In Town Living, Inc.,
a Delaware corporation
its Managing Member

By: _____
Todd Olson, President of
Community Development

By: _____
Name: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____ before me, _____ Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ Place Notary Seal Above

Signature of Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____ before me, _____ Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ Place Notary Seal Above

Signature of Notary Public

EXHIBIT A TO REGULATORY AGREEMENT

LEGAL DESCRIPTION

Real property in the City of Compton, County of Los Angeles, State of California, described as follows:

THAT PORTION OF THE 249.89 ACRE PARCEL OF LAND IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS ALLOTTED TO M. KELLER IN THE PARTITION OF THE TAJAUTA RANCHO AS SHOWN ON THE MAP FILED IN CASE NO. 1200 OF THE DISTRICT COURT OF THE 17TH JUDICIAL DISTRICT OF THE STATE OF CALIFORNIA IN AND FOR SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE TWO INCH PIPE SET AT THE NORTHWESTERLY CORNER OF LOT 2 IN TRACT NO. 3626 AS SHOWN ON THE MAP RECORDED IN BOOK 40 PAGE 96 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE NORTH 0° 33' 30" EAST ALONG THE EASTERLY LINE OF CENTRAL AVENUE, AS SHOWN ON LAST MENTIONED MAP, SAID LINE LYING 20.00 FEET EASTERLY OF THE CENTER LINE OF THE EXISTING STREET, A DISTANCE OF 500.85 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 0° 33' 30" EAST 217.15 FEET; THENCE NORTH 89° 35' 35" EAST, PARALLEL WITH THE CENTER LINE OF 134TH STREET, A DISTANCE OF 480.05 FEET; THENCE NORTH 0° 33' 30" EAST, PARALLEL WITH SAID CENTRAL AVENUE, 123.00 FEET TO THE SOUTHERLY LINE OF 134TH STREET, 50 FEET WIDE; THENCE NORTH 89° 35' 35" EAST, ALONG SAID SOUTHERLY LINE OF 134TH STREET, 100.14 FEET TO THE INTERSECTION WITH A LINE THAT IS PARALLEL WITH AND DISTANCE 580.13 FEET EASTERLY, AT RIGHT ANGLES FROM SAID EASTERLY LINE OF CENTRAL AVENUE; THENCE SOUTH 0° 33' 30" WEST ALONG SAID PARALLEL LINE 340.15 FEET TO THE INTERSECTION WITH A LINE PARALLEL WITH THE NORTHERLY LINE OF SAID LOT 2 OF TRACT 3626, THAT PASSES THROUGH THE TRUE POINT OF BEGINNING; THENCE SOUTH 89° 35' 35" WEST, 580.19 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THAT PORTION LYING WITHIN CENTRAL AVENUE, AS DEDICATED TO THE CITY OF COMPTON.

A.P.N.: 6145-003-902

EXHIBIT "B" TO REGULATORY AGREEMENT

DIAGRAM/SITE PLAN

(Attached)

[TO BE PROVIDED BY DEVELOPER IN FUTURE]

EXHIBIT C TO REGULATORY AGREEMENT

Form of Grant Deed Rider to be used by Developer
In Connection with a Sale of an Affordable Unit
To Qualified Moderate Income Household Purchaser

GRANT DEED RIDER
(AFFORDABLE HOUSING DEED RESTRICTIONS)

Grantee, by acceptance and recordation of this Grant Deed Rider, expressly accepts, covenants, and agrees to be bound by and assume performance of all the applicable provisions and requirements set forth in this Grant Deed Rider, the provisions and requirements of which are acknowledged by Grantee to be reasonable, and which are incorporated in [this] Grant Deed by this reference, and this grant is expressly conditioned upon the performance of such provisions to be performed by Grantee. The use for which the Subject Property is intended is owner-occupied residential, and the restrictions on its use and subsequent transfer are fully set forth in this Grant Deed Rider, to which [the] Grant Deed is expressly made subject.

1. Affordable Housing Restrictions. The grant made by the Grant Deed is conditioned upon and subject to the following terms, conditions, covenants and restrictions of this Grant Deed Rider:

(a) Grantee will use and occupy the residential unit (i.e., the Subject Property) as Grantee's principal place of residence immediately upon the close of escrow and shall continue to so use and occupy the Subject Property for the duration of Grantee's ownership of the Subject Property. Grantee shall not lease or rent the Subject Property for any reason. Grantee shall devote and continuously maintain the Subject Property as a 3-bedroom residential dwelling unit affordable for "Qualified Purchaser(s)" (as hereinafter defined) until 12:01 A.M. on the day immediately succeeding the forty-fifth (45th) anniversary of the date of recordation of the Grant Deed by which the Subject Property is initially conveyed by Grantor to Grantee.

(b) If, during the duration of his/her/their ownership, Grantee shall fail to use and occupy the Subject Property as his/her/their principal place of residence, the City of Compton (the "**City**"), at its option, shall have the right to purchase the Subject Property upon the payment to Grantee of the lesser of (i) the then fair market value of the Subject Property, as determined by an appraisal obtained by the City, or (ii) an amount which is an "Affordable Sales Price" (as that term is defined in this Grant Deed Rider), subject to the Minimum Resale Amount set forth in Section 2(C) hereof. The City shall exercise its option to purchase the Subject Property by written notice to Grantee within thirty (30) days after providing Grantee written notice of the default that entitles City to the option, and shall close escrow on the purchase of the Subject Property within sixty (60) days after the date of the notice of exercise of the Option. If City does not timely exercise its option, such option rights shall expire with respect to the default that entitled City to the option. The purchase price payable by City shall be applied first to pay off the unpaid principal balance of any first trust deed loan or any other encumbrance secured by a lien on the Subject Property upon such sale to the City (plus any interest or other sums due and payable thereon); and

(c) The provisions of the foregoing subparagraphs (a) and (b) and this subparagraph (c) shall terminate and become void automatically at 12:01 A.M. on the day immediately succeeding the forty-fifth (45th) anniversary of the date of the recordation of the Grant Deed which the Subject Property is initially conveyed by Grantor to Grantee, and the same shall constitute and be construed as covenants which shall run with the land.

(d) There shall be no discrimination against or segregation of any person, or group of persons on account of race, color, religion, disability, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Subject Property hereby conveyed. Any owner of the Subject Property and all persons claiming under or through the owner shall not establish or permit any such practice or practices of discrimination against or segregation of, any person or group of persons on account of race, color, religion, disability, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Subject Property, nor shall Grantee itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sub-tenants, sub-lessees, or vendees in the Subject Property. The foregoing covenants shall run with the land in perpetuity. Each Owner of the Subject Property shall not be responsible for violations of this subparagraph (d) occurring after it has no interest in the Subject Property.

(e) All covenants without regard to technical classification or designation shall be binding for the benefit of City and such covenants shall run in favor of City for the entire period during which such covenants shall be in force and effect, without regard to whether City is or remains an owner of any land or interest therein to which such covenants relate. City, in the event of any breach of any such covenant, shall have the right to exercise all the rights and remedies, and to maintain any action at law or suits in equity or other proper proceedings to enforce the curing of such breach.

(f) In accepting the Grant Deed, the undersigned Grantee understands and acknowledges that the Subject Property is being sold to Grantee at a purchase price that is below the fair market value of the Subject Property as the result of terms and conditions contained in that Purchase and Sale Agreement dated as of _____, 2020 between City and Grantor (referred to as the "**Agreement**"), so as to make the Subject Property "affordable" to Grantee. In return for and in consideration of the opportunity for Grantor to sell and Grantee to purchase the Subject Property under the above-referenced terms, conditions, covenants and restrictions, and for other good and valuable consideration, the receipt and legal sufficiency of which the undersigned hereby acknowledges, Grantee, on behalf of himself, herself, or themselves and with the express intent to bind all those defined as "Owner" as hereinafter defined, hereby agrees to comply with all of the requirements of this Grant Deed Rider.

(g) For purposes of this Grant Deed Rider, the following terms shall have the following definitions:

"**Area Median Income**" shall mean the median income for Los Angeles County as annually published by the Department of Housing and Community Development pursuant to California Health and Safety Code Section 50093, or the most closely related successor thereto.

"**Area Median Income adjusted for family size**" shall mean the Area Median Income adjusted for the actual number of persons in the applicable household.

"**Area Median Income adjusted for household size appropriate for the unit**" shall mean the Area Median Income for a household of four persons, unless pertinent federal statutes applicable to the Affordable Unit specify otherwise.

"**Affordable Sales Price**" shall mean a sales price which is established at a level which ensures that the Housing Costs of (a) any Moderate Income Household purchaser who earns not greater than one hundred and ten percent (110%) of the Area Median Income adjusted for family size, is not less than twenty-eight percent (28%) of the Gross Income of the household, nor exceeds the product of thirty-five percent (35%) multiplied by one hundred and ten percent (110%) of the Area Median Income Adjusted for Household Size Appropriate for the Unit, and (b) any Moderate Income Household purchaser whose Gross Income exceeds one hundred and ten percent (110%) of the Area Median Income adjusted for family size, is not less than twenty-eight percent (28%) of the Gross Income of the household and does not exceed the greater of (i) thirty-five percent (35%) of the Gross Income of such purchaser or (ii) the product of thirty-five percent (35%) multiplied by one hundred and ten percent (110%) of the Area Median Income Adjusted for Household Size Appropriate for the Unit.

"**Gross Income**" shall have the meaning ascribed to such term in Section 6914 of Title 25 of the California Code of Regulations, as amended from time to time, and any successor statutes and regulations.

"**Housing Cost**" shall have the meaning ascribed to such term in Section 6920 of Title 25 of the California Code of Regulations, as amended from time to time, and any successor statutes and regulations.

"**Moderate Income Household**" or "**Qualified Purchaser**" shall mean persons and families whose income does not exceed one hundred and twenty percent (120%) of the Area Median Income adjusted for family size.

"**Owner**" shall mean and include the undersigned Grantee and any or all successors in interest (whether voluntary or involuntary), transferees, assigns, heirs, executors, or administrators of the undersigned.

2. Method of Sale.

A. Notice of Proposed Sale. If at any time during the duration of this Grant Deed Rider, the Owner desires or elects to sell, transfer, convey, assign or otherwise dispose of the Subject Property ("dispose"), the Owner in such event is required to do so only to a Qualified Purchaser and is required to dispose of the Subject Property to such Qualified Purchaser in its entirety. If the Owner of the Subject Property desires to dispose of the Subject Property, the Owner shall notify City Manager in writing to that effect not less than thirty (30) days prior to the anticipated closing date and shall provide such information as City may reasonably require regarding the proposed Qualified Purchaser. That writing (hereinafter referred to as the "**Notice of Intended Sale**") shall state the street address of the Subject Property, the Owner's name(s), the

name(s) and existing address of the proposed Qualified Purchaser, and the terms of the proposed transaction, including the proposed purchase price, and documentation reasonably demonstrating to City Manager (or his or her designee) that the proposed purchase price will result in an Affordable Sales Price, and that the proposed purchaser qualifies as a Moderate Income Household. The Notice of Intended Sale, together with the City-required information shall be personally delivered or deposited into the U.S. mail, postage prepaid, first class, certified mail, return postage prepaid, first class, certified mail, return receipt requested, addressed to:

CITY OF COMPTON
205 South Willowbrook Avenue
Compton, CA 90220
Attn: City Manager

B. Submission of Additional Information. Representatives of City may at any time after the submission of the Notice of Intended Sale request the Owner or the proposed Qualified Purchaser to provide additional information regarding the proposed Qualified Purchaser and/or the proposed transaction for the disposal of the Subject Property, and the Owner and/or Qualified Purchaser shall supply such information as soon as practicable.

C. City Approval of Sale of Subject Property. If City determines that the proposed purchaser is a Qualified Purchaser, and the proposed terms of sale make the sale price an Affordable Sales Price, City shall allow the disposition of the Subject Property subject to this Grant Deed Rider which shall be deemed to have been assigned to and assumed by the proposed Qualified Purchaser pursuant to and in conformance with the provisions hereof.

D. Notice of Default Under Deed of Trust. The Owner covenants to cause to be filed in the office of the Recorder of the County of Los Angeles a request for a copy of any notice of sale or notice of default under any deed of trust with power of sale encumbering the Subject Property or any part thereof. Such request shall specify that any such notice shall be mailed to:

CITY OF COMPTON
205 South Willowbrook Avenue
Compton, CA 90220
Attn: City Manager

E. Disposition of the Subject Property Contrary to Grant Deed Rider. If the Owner disposes of the Subject Property contrary to this Grant Deed Rider, City shall at any time thereafter, at its election, have the right to declare such disposition or other act null and void and/or seek enforcement of the terms and conditions hereof in any manner allowed by law or equity.

3. Terms of Purchase. Upon sale of the Subject Property, the following provisions shall govern:

A. Escrow. The Owner acknowledges and agrees that the percentage amount of any deposit required pending close of escrow shall not exceed that customarily required for the purchase of residential units in Los Angeles County, California at the time of the escrow. Closing

costs shall be allocated between buyer and seller according to the customary practices in Los Angeles County in effect at the time of an offer to purchase by a Qualified Purchaser. The Owner shall agree to reasonable terms of sale that are consistent with promoting the purpose of Grant Deed Rider.

B. Condition to Close of Escrow. The purchase agreement and escrow instructions may provide for conditions or contingencies of the type or nature commonly included within residential purchase escrows to the obligation of the purchaser to purchase the Subject Property from the then Owner (including, but not limited to, financing contingencies, inspection rights, and preliminary title report approvals), provided that such purchase agreement and escrow instructions shall provide for an escrow period of at least sixty (60) days. The Qualified Purchaser's qualifications are subject to review and approval by City.

C. Purchase Price. Owner shall have the right to sell the Subject Property to another Qualified Purchaser, for an Affordable Sales Price, for use as owner occupied housing, upon terms and conditions that are in accordance with the following restrictions:

Prior to any such resale of the Subject Property, Owner shall provide Notice of Intended Sale to City, as provided in Paragraph 2.A, above.

The Grant Deed from Owner to any such proposed purchaser shall restrict the use of the Subject Property to owner-occupancy, and shall restrict subsequent resales of the Subject Property to Qualified Purchasers, at an Affordable Sales Price, who agree to occupy the Subject Property as their principal place of residence. This restriction shall continue to apply until the date set forth in Section 1 hereof.

Notwithstanding the requirement herein that the resale price of the Subject Property must be at an Affordable Sales Price, Owner shall not be prohibited by this Grant Deed Rider from obtaining a resale price (whether the sale is to a Qualified Purchaser or to City) which recovers the sum of Owner's original purchase price for the Subject Property, plus Owner's reasonable costs of sale of the Subject Property, plus the reasonable costs of improvements made to the Subject Property by Owner (the "**Minimum Amount**").

To implement this Paragraph 3, Owner agrees that the grant deed conveying the Subject Property to any such proposed Qualified Purchaser shall provide that the grant of the Subject Property is subject to the terms of this Grant Deed Rider.

4. Limits on Liability. City shall not be liable to the Owner or become obligated in any manner to the Owner by reason of the enforcement of this Grant Deed Rider, nor shall City be in any way obligated or liable to the Owner for any failure of any Qualified Purchaser to consummate a purchase of the Subject Property or to comply with the terms of any agreement of escrow for the sale of the Subject Property. Only the purchaser executing a purchase agreement or escrow instruction shall be liable to the Owner pursuant to the terms of any such agreement or escrow instructions. City shall not be liable or responsible for any defect in the condition of the Subject Property of whatever nature and the Owner agrees to release City from any such liability and/or responsibility and further agrees to hold City harmless from any claim or cause of action brought by third parties arising out of any such defect.

5. Transfers and Conveyances. Until such time as this Grant Deed Rider is released by City or expires, the Subject Property and any interest in title thereto shall not be disposed of or rented to any person or entity except with the express written consent of City (except for Permitted Transfers, as provided in Paragraph 6, or Permitted Encumbrances, as provided in Paragraph 7, which do not require the consent of City). Owner acknowledges that its purchase of the Subject Property is being assisted with assistance made available by City, which is available exclusively for the purpose of increasing, improving or preserving the community's supply of Moderate Income Household housing, in accordance with applicable state and federal laws, and that City's purpose in restricting the disposition of the Subject Property is to ensure that the Subject Property remains part of City's affordable housing inventory. In light of these purposes, City shall not unreasonably withhold, condition or delay approval of a request by Owner to dispose of the Subject Property, and shall approve sales to Qualified Purchasers, as defined herein, in accordance with and subject to the terms and conditions of this Grant Deed Rider, and any disposition of the Subject Property reasonably requested by Owner as the result of extreme hardship, determined by City in its sole and absolute discretion. Any request for the consent of City to a transfer or disposition of the Subject Property shall be in writing, and City shall approve or disapprove such request, in writing, within thirty (30) days after its receipt of Owner's written request. Any transfer or disposition of the Subject Property without the express written consent of City shall be null and void and City shall have the right to seek judicial enforcement hereof. Owner shall use and occupy the Subject Property as his or her principal place of residence immediately upon the close of escrow and shall continue to so use and occupy the Subject Property for the duration of the Owner's ownership thereof, except as provided in this Paragraph 5.

6. Permitted Transfers. The following transfers of title or any interest therein shall not require the prior written consent of City: transfer by gift, devise or inheritance to the Owner's spouse or issue; the taking of title by a surviving joint tenant; the transfer of title to a spouse in connection with a divorce or dissolution proceeding; acquisition of title or interest therein in conjunction with marriage; provided, however, that the covenants contained in and the restrictions imposed upon the Owner and the Subject Property by Grant Deed (including this Grant Deed Rider shall continue to encumber and run with the title to the Subject Property following any such transfer.

7. Permitted Encumbrances; Termination Upon Foreclosure. Notwithstanding Paragraph 5, deeds of trusts or any other form of conveyance required for any reasonable method of financing are permitted to be recorded against title to the Subject Property, but only for the purpose of securing loans to be used for financing the acquisition of the Subject Property. (Such deed of trust or other security instrument shall be referred to herein as a "**Deed of Trust**" and the holder thereof shall be referred to as a "**Beneficiary**"). City agrees that the terms, conditions, covenants and restrictions herein contained shall be subject and subordinate to the rights of Beneficiary under any such Deed of Trust and shall automatically terminate if title to the Subject Property is transferred by foreclosure or deed in lieu of foreclosure.

8. Runs with the Land. Unless otherwise provided by the terms herein, all of the terms and provisions of this Grant Deed Rider constitute covenants which shall run with the Subject Property, shall further and independently constitute an encumbrance upon the Subject Property, and shall be binding upon the Owner, the Owner's heirs, executors, administrators, successors, transferees and assigns, and all parties having or acquiring any right, title or interest in or to any

part of the Subject Property. As long this Grant Deed Rider has not expired, any attempt to transfer title to any interest in the Subject Property in violation of this Grant Deed Rider shall be voidable at the election of City.

9. Acceptance of Terms by Owner. By acceptance of this Grant Deed Rider, the Owner accepts and agrees to be bound by all of the covenants and restrictions contained in this Grant Deed Rider and further acknowledges receipt of and agrees to be bound by all of the terms and provisions of this Grant Deed Rider.

10. Terms of Restriction. The provisions of this Grant Deed Rider shall terminate and become void automatically at 12:01 A.M. on the day immediately succeeding the forty-fifth (45th) anniversary of the date of the recordation of the Grant Deed by which the Subject Property is initially conveyed by Grantor to Grantee.

11. Miscellaneous Provisions.

A. Independent and Severable Provisions. In the event that any provision of this Grant Deed Rider is held by a court of competent jurisdiction to be unenforceable or invalid, such holding shall not render unenforceable any other provision hereof, each provision hereof being expressly severable and independently enforceable to the fullest extent permitted by law.

B. Further Assurances and Restrictions. Grantee covenants that upon the request of City, he, she or they will execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and agreements and do such further acts as may be necessary, desirable or proper to carry out more effectively the purpose of this Grant Deed Rider and other instruments required hereunder, and upon the sale or other transfer of an interest in the Subject Property, the Grantee shall cause the purchaser or transferee to execute and acknowledge a Grant Deed Rider in a form acceptable to City, which shall be attached to a grant deed by which the Owner coveys title to the Subject Property.

C. Captions and Paragraph Headings. Captions and paragraph headings used herein are for convenience only and shall not be used in construing this Attachment.

D. Waiver. No waiver by City of any breach by the Owner of any covenant, restriction or condition herein contained shall be effective unless such waiver is in writing, signed by City and delivered to the undersigned. The waiver by City of any such breach or breaches, or the failure by City to exercise any right or remedy in any such breach or breaches, shall not constitute a waiver or relinquishment for the future of any such covenant or condition nor bar any right or remedy of City in respect of any such subsequent breach.

12. City as Third-Party Beneficiary. The City is hereby designated a third-party beneficiary under this Grant Deed Rider with the right to enforce the terms, conditions, covenants and restrictions herein contained.

By signature herein below, Grantee hereby accepts and approves the foregoing, agrees to be bound by the provisions of this Grant Deed and the Attachment thereto, and grants to City such powers and rights that are set forth in this Grant Deed Rider.

"GRANTEE"

Date: _____ _____

_____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____ before me, _____ Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ Place Notary Seal Above

Signature of Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____ before me, _____ Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ Place Notary Seal Above

Signature of Notary Public

EXHIBIT "G"

FORM OF NOTICE OF AFFORDABILITY RESTRICTIONS

(Attached)

RECORDING REQUESTED BY:

City of Compton

AND WHEN RECORDED MAIL TO:

City of Compton
205 South Willowbrook Avenue
Compton, California 990220
Attn: City Manager

With a copy to:

Richards, Watson & Gershon
355 S. Grand Ave., 40th Floor
Los Angeles, CA 90071
Attn: Jim G. Grayson, Esq.

APN: 6145-003-902

SPACE ABOVE THIS LINE FOR RECORDER'S USE

FREE RECORDING REQUESTED PURSUANT TO GOVERNMENT CODE §6103

NOTICE OF AFFORDABILITY RESTRICTIONS ON TRANSFER OF PROPERTY

IMPORTANT NOTICE TO OWNERS, PURCHASERS, TENANTS, LENDERS, BROKERS, ESCROW AND TITLE COMPANIES, AND OTHER PERSONS, REGARDING AFFORDABLE HOUSING RESTRICTIONS ON THE REAL PROPERTY DESCRIBED IN THIS NOTICE: RESTRICTIONS HAVE BEEN RECORDED WITH RESPECT TO THE PROPERTY DESCRIBED BELOW WHICH RESTRICT FOUR (4) OF THE TOWNHOMES AS DESCRIBED BELOW.

This NOTICE OF AFFORDABILITY RESTRICTIONS (the "**Notice**"), is dated as of _____, ___, 2020, and is executed by **OLSON URBAN HOUSING, LLC**, a Delaware limited liability company ("**Owner**"), whose address is 3010 Old Ranch Parkway, Suite 100, Seal Beach. CA 90740, and by the **CITY OF COMPTON**, a municipal corporation ("**City**") in connection with that certain Regulatory Agreement between Owner and the City dated substantially concurrently herewith and recorded in the Official Records of Los Angeles County substantially concurrently herewith (the "**Regulatory Agreement**").

RECITALS

A. Owner owns the land located at 1950 N. Central Avenue described on Exhibit "A" in the City of Compton, State of California and the improvements thereon (the "**Property**").

B. Owner and City are entering into the Regulatory Agreement substantially concurrently herewith.

C. Capitalized terms used herein but not defined shall have the meaning set forth as described in the Regulatory Agreement.

TERMS OF NOTICE

1. Requirement for Recorded Notice. This Notice is being executed and recorded pursuant to California Health and Safety Code Section 33334.3(f)(3)(B).

2. Regulatory Agreement. This Notice is being recorded substantially concurrently with the recordation of the Regulatory Agreement, which is incorporated herein by reference.

3. Summary of Affordability Restrictions; Term. The Regulatory Agreement restricts four (4) of the townhomes (the "**Affordable Units**") for sale to Moderate Income Households (as defined in the Regulatory Agreement) at an Affordable Sales Price (as defined in the Regulatory Agreement) for (45) years from the date of recordation of the grant deed conveying the Affordable Unit from Owner to a Moderate Income Household at an Affordable Sales Price.

This Notice does not contain a full description of the details of all of the terms and conditions of the Affordable Housing Restrictions. You will need to obtain and read the Regulatory Agreement to fully understand the restrictions and requirements which apply to the Property. In the event of any conflict between the terms of this Notice and the terms of the Regulatory Agreement, the terms of the Regulatory Agreement shall control.

IN WITNESS WHEREOF, this Notice has been executed and made effective on the day and year first above written.

CITY:

CITY OF COMPTON,
a municipal corporation

By: _____
Craig J. Cornwell, City Manager

OWNER:

OLSON URBAN HOUSING, LLC,
a Delaware limited liability company

By: In Town Living, Inc.,
a Delaware corporation
its Managing Member

By: _____
Todd Olson, President of
Community Development

By: _____
Name: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, before me, _____
_____,
(insert name and title of the officer)

Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____ (Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____ (Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____ (Seal)

EXHIBIT "A"

LEGAL DESCRIPTION OF LAND

Real property in the City of Compton, County of Los Angeles, State of California, described as follows:

THAT PORTION OF THE 249.89 ACRE PARCEL OF LAND IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS ALLOTTED TO M. KELLER IN THE PARTITION OF THE TAJAUTA RANCHO AS SHOWN ON THE MAP FILED IN CASE NO. 1200 OF THE DISTRICT COURT OF THE 17TH JUDICIAL DISTRICT OF THE STATE OF CALIFORNIA IN AND FOR SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE TWO INCH PIPE SET AT THE NORTHWESTERLY CORNER OF LOT 2 IN TRACT NO. 3626 AS SHOWN ON THE MAP RECORDED IN BOOK 40 PAGE 96 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE NORTH 0° 33' 30" EAST ALONG THE EASTERLY LINE OF CENTRAL AVENUE, AS SHOWN ON LAST MENTIONED MAP, SAID LINE LYING 20.00 FEET EASTERLY OF THE CENTER LINE OF THE EXISTING STREET, A DISTANCE OF 500.85 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 0° 33' 30" EAST 217.15 FEET; THENCE NORTH 89° 35' 35" EAST, PARALLEL WITH THE CENTER LINE OF 134TH STREET, A DISTANCE OF 480.05 FEET; THENCE NORTH 0° 33' 30" EAST, PARALLEL WITH SAID CENTRAL AVENUE, 123.00 FEET TO THE SOUTHERLY LINE OF 134TH STREET, 50 FEET WIDE; THENCE NORTH 89° 35' 35" EAST, ALONG SAID SOUTHERLY LINE OF 134TH STREET, 100.14 FEET TO THE INTERSECTION WITH A LINE THAT IS PARALLEL WITH AND DISTANCE 580.13 FEET EASTERLY, AT RIGHT ANGLES FROM SAID EASTERLY LINE OF CENTRAL AVENUE; THENCE SOUTH 0° 33' 30" WEST ALONG SAID PARALLEL LINE 340.15 FEET TO THE INTERSECTION WITH A LINE PARALLEL WITH THE NORTHERLY LINE OF SAID LOT 2 OF TRACT 3626, THAT PASSES THROUGH THE TRUE POINT OF BEGINNING; THENCE SOUTH 89° 35' 35" WEST, 580.19 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THAT PORTION LYING WITHIN CENTRAL AVENUE, AS DEDICATED TO THE CITY OF COMPTON.

A.P.N.: 6145-003-902

EXHIBIT "H"

FORM OF SUBORDINATION AGREEMENT

[TO BE DISCUSSED]

RECORDING REQUESTED BY:

The City of Compton

AND WHEN RECORDED MAIL TO:

_____
_____
_____
_____
Attention: _____
Loan No.: _____

SPACE ABOVE THIS LINE FOR RECORDER'S USE

This Subordination Agreement is exempt from Recording Fees pursuant to California Government Code Sections 6103 and 27383

SUBORDINATION AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR RIGHTS IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS SUBORDINATION AGREEMENT (this "**Agreement**") is made as of _____, 2020 by and between **OLSON URBAN HOUSING, LLC**, a Delaware limited liability company, owner of the real property hereinafter described ("**Developer**"), and the **CITY OF COMPTON**, a municipal corporation ("**City**"), in favor of _____, as Administrative Agent (collectively with its successors or assigns, "**Administrative Agent**"), for its benefit and the benefit of the Lenders (as defined in the Security Instrument referred to below).

RECITALS

A. Pursuant to the terms and provisions of that certain Purchase and Sale Agreement dated as of _____, 2020, executed by **OLSON URBAN HOUSING, LLC,** a Delaware limited liability company ("**Developer**"), (as amended, restated, amended and restated, supplemented, replaced or otherwise modified from time to time, the "**PSA**"), a memorandum of which was recorded on _____, 2020 in the Official Records of the County of Los Angeles, State of California, as Document No. _____, certain conditions (including but not

limited to, construction requirements, operating covenants, and transfer restrictions) were imposed on the real property described on the Exhibit "A" attached hereto (which property, together with all improvements now or hereafter located on the property, is hereinafter referred to as the "**Property**").

B. Developer has executed, or proposes to execute, that certain Construction Deed of Trust with Absolute Assignment of Leases and Rents, Security Agreement, and Fixture Filing (as amended, restated, amended and restated, supplemented, replaced or otherwise modified from time to time, the "**Security Instrument**") securing, among other things, one or more Revolving Notes or Swingline Notes (as each may be amended, restated, supplemented, increased, replaced or otherwise modified from time to time, collectively, the "**Note**") in the aggregate principal amount of Twenty-Five Million Dollars ($25,000,000.00) (collectively, and as the same may be increased, the "**Loan**"), executed by Developer and payable to the order of Lenders. The Security Instrument is to be recorded concurrently herewith.

C. As a condition to Administrative Agent and Lenders continuing to make the Loan secured by the Security Instrument, Administrative Agent and Lenders require that the Security Instrument be unconditionally and at all times remain a lien or charge upon the Property, prior and superior to all the rights of City under the PSA, the Grant Deed (as defined in the PSA), the PSA Memorandum (as defined in the PSA) and the Regulatory Agreement (as defined in the PSA), and that City specifically and unconditionally subordinate its rights under the PSA, the Grant Deed, the PSA Memorandum and the Regulatory Agreement to the lien or charge of the Security Instrument.

D. Developer and City agree to the subordination in favor of Administrative Agent, for its benefit and the benefit of Lenders.

NOW THEREFORE, for valuable consideration and to induce Administrative Agent and Lenders to continue to make the Loan, Developer and City hereby agree for the benefit of Administrative Agent, for its benefit and the benefit of Lenders, as follows:

1. **Subordination**. Developer and City hereby agree that:

1.1. **Prior Lien**. The Security Instrument securing the Note in favor of Lenders, and any modifications, renewals or extensions thereof, shall unconditionally be and at all times remain a lien on the Property prior and superior to the PSA and the Regulatory Agreement;

1.2. **Subordination**. Administrative Agent and Lenders would not continue to make the Loan without this agreement to subordinate; and

1.3. **Whole Agreement**. This Agreement shall be the whole agreement with regard to the subordination of the PSA and the Regulatory Agreement to the lien of the Security Instrument and shall supersede and cancel, but only insofar as would affect the priority of the Security Instrument, any prior agreements as to such subordination, including, without limitation, those provisions, if any, contained in the PSA and/or Regulatory Agreement which provide for the subordination of the PSA and/or Regulatory Agreement to a deed or deeds of trust or to a mortgage or mortgages.

CITY FURTHER DECLARES, AGREES AND ACKNOWLEDGES FOR THE BENEFIT OF ADMINISTRATIVE AGENT, FOR ITS BENEFIT AND THE BENEFIT OF LENDERS, THAT:

1.4. **Use of Proceeds**. Administrative Agent and Lenders, in continuing to make disbursements pursuant to the Note, the Security Instrument or any loan agreements with respect to the Property, are under no obligation or duty to, nor has Administrative Agent or any Lender represented that it will, see to the application of such proceeds by the person or persons to whom Administrative Agent or any Lender disburses such proceeds, and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat this agreement to subordinate in whole or in part; and

1.5. **Waiver, Relinquishment and Subordination**. City intentionally and unconditionally waives, relinquishes and subordinates all of City's right, title and interest in and to the Property to the lien of the Security Instrument and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination, specific loans and advances are being and will be made by Administrative Agent and Lenders and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination.

2. **Notice of Holder**. By execution of this Agreement, the City hereby acknowledges the existence of and consents to the Loan and the Security Instrument, which Security Instrument will be a lien on the Property. The City further agrees and acknowledges (a) that Administrative Agent, for its benefit and the benefit of Lenders, qualifies as a "Holder" and is entitled to all of the rights of Holder under the PSA (including, without limitation, the right to receive notices from the City (which notices shall be sent to Administrative Agent at the address specified in Section 4.1 of this Agreement or such other address as provided to City by written notice from time to time) and to cure Developer's defaults); (b) that the Security Instrument is a "deed of trust" for all purposes under the PSA; (c) that Administrative Agent, for its benefit and the benefit of Lenders, qualifies as a "Beneficiary" and is entitled to all of the rights of a Beneficiary under the Regulatory Agreement; and (d) that the Security Instrument is a "Deed of Trust" for all purposes under the Regulatory Agreement.

3. **Notice of Default and Cure Rights**. Notwithstanding anything to the contrary contained in this Agreement, the PSA or the Regulatory Agreement, City will notify Administrative Agent in writing concurrently with any notice given to Developer of any default by Developer under the PSA and/or the Regulatory Agreement, and City agrees that Administrative Agent has the right (but not the obligation) to cure any breach or default specified in such notice and City will not declare a default of the PSA and/or the Regulatory Agreement, as to Administrative Agent, if Administrative Agent cures such default within thirty (30) days from and after the expiration of the time period provided in the PSA and/or the Regulatory Agreement for the cure thereof by Developer; provided, however, that if such default cannot with diligence be cured by Administrative Agent within such thirty (30) day period, the commencement of action by Administrative Agent within such thirty (30) day period to remedy the same shall be deemed sufficient so long as Administrative Agent pursues such cure with diligence.

4. **Miscellaneous**

4.1. **Notices**. All notices, demands, or other communications under this Agreement shall be in writing and shall be delivered to the appropriate party at the address set forth below (subject to change from time to time by written notice to all other parties to this Agreement). All notices, demands or other communications shall be considered as properly given if delivered personally or sent by first class United States Postal Service mail, postage prepaid, or by Overnight Express Mail or by overnight commercial courier service, charges prepaid, except that notice of any default may be sent by certified mail, return receipt requested, charges prepaid. Notices so sent shall be effective three (3) days after mailing, if mailed by first class mail, and otherwise upon delivery or refusal; provided, however, that non-receipt of any communication as the result of any change of address of which the sending party was not notified or as the result of a refusal to accept delivery shall be deemed receipt of such communication. For purposes of notice, the address of the parties shall be:

Developer:	Olson Urban Housing, LLC 3010 Old Ranch Parkway, Suite 100 Seal Beach, CA 90740 Attention: Todd J. Olson
with a copy to:	Olson Urban Housing, LLC 3010 Old Ranch Parkway, Suite 100 Seal Beach, CA 90740 Attention: Katherine Chandler
City:	City of Compton 205 S. Willowbrook Ave. Compton, CA 90220 Attention: Craig J. Cornwell City Manager
with a copy to:	City of Compton 205 S. Willowbrook Ave. Compton, CA 90220 Attention: Michael L. Antwine, II, Assistant City Manager
with a copy to:	Richards, Watson & Gershon 355 S. Grand Ave., 40th Floor Los Angeles, CA 90071 Attention: Jim Grayson, Esq.

Administrative Agent: _____
_____
_____
Attention: _____
Loan No.: _____

with a copy to: _____
_____
_____
Attention: _____
Loan No.: _____

Any party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of thirty (30) days' notice to the other party in the manner set forth hereinabove.

4.2. **Heirs, Successors and Assigns**. Except as otherwise expressly provided under the terms and conditions herein, the terms of this Agreement shall bind and inure to the benefit of the heirs, executors, administrators, nominees, successors and assigns of the parties hereto.

4.3. **Headings**. All articles, sections or other headings appearing in this Agreement are for convenience of reference only and shall be disregarded in construing this Agreement.

4.4. **Counterparts**. To facilitate execution, this document may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single document. It shall not be necessary in making proof of this document to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

4.5. **Exhibits, Schedules and Riders**. All exhibits, schedules, riders and other items attached hereto are incorporated into this Agreement by such attachment for all purposes.

4.6. **Governing Law**. This Agreement and the rights and obligations shall be governed by California law.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

DEVELOPER:

OLSON URBAN HOUSING, LLC,
a Delaware limited liability company

By: In Town Living, Inc., a
Delaware corporation
its Managing Member

_____

By: Todd Olson, President of
Community Development

_____

By: _____
Name: _____

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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STATE OF CALIFORNIA

COUNTY OF _____

On _____ before me, _____ Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ Place Notary Seal Above

Signature of Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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WITNESS my hand and official seal.

_____ Place Notary Seal Above

Signature of Notary Public

CITY

THE CITY OF COMPTON,
a municipal corporation

By: _____
Craig J. Cornwell
City Manager

ATTEST:

_____
Alita Godwin, City Clerk

APPROVED AS TO FORM:

By: _____
Damon M. Brown, City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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STATE OF CALIFORNIA

COUNTY OF _____

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Signature of Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION OF LAND

Real property in the City of Compton, County of Los Angeles, State of California, described as follows:

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BEGINNING AT THE TWO INCH PIPE SET AT THE NORTHWESTERLY CORNER OF LOT 2 IN TRACT NO. 3626 AS SHOWN ON THE MAP RECORDED IN BOOK 40 PAGE 96 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE NORTH 0° 33' 30" EAST ALONG THE EASTERLY LINE OF CENTRAL AVENUE, AS SHOWN ON LAST MENTIONED MAP, SAID LINE LYING 20.00 FEET EASTERLY OF THE CENTER LINE OF THE EXISTING STREET, A DISTANCE OF 500.85 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 0° 33' 30" EAST 217.15 FEET; THENCE NORTH 89° 35' 35" EAST, PARALLEL WITH THE CENTER LINE OF 134TH STREET, A DISTANCE OF 480.05 FEET; THENCE NORTH 0° 33' 30" EAST, PARALLEL WITH SAID CENTRAL AVENUE, 123.00 FEET TO THE SOUTHERLY LINE OF 134TH STREET, 50 FEET WIDE; THENCE NORTH 89° 35' 35" EAST, ALONG SAID SOUTHERLY LINE OF 134TH STREET, 100.14 FEET TO THE INTERSECTION WITH A LINE THAT IS PARALLEL WITH AND DISTANCE 580.13 FEET EASTERLY, AT RIGHT ANGLES FROM SAID EASTERLY LINE OF CENTRAL AVENUE; THENCE SOUTH 0° 33' 30" WEST ALONG SAID PARALLEL LINE 340.15 FEET TO THE INTERSECTION WITH A LINE PARALLEL WITH THE NORTHERLY LINE OF SAID LOT 2 OF TRACT 3626, THAT PASSES THROUGH THE TRUE POINT OF BEGINNING; THENCE SOUTH 89° 35' 35" WEST, 580.19 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THAT PORTION LYING WITHIN CENTRAL AVENUE, AS DEDICATED TO THE CITY OF COMPTON.

A.P.N.: 6145-003-902

RESOLUTION NO. 25,203

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON MAKING CERTAIN FINDINGS, APPROVING A PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF COMPTON (ACTING AS SUCCESSOR TO THE HOUSING ASSETS OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON), AS SELLER, AND OLSON URBAN HOUSING, LLC, AS BUYER, FOR THE SALE OF PROPERTY LOCATED AT 1950 NORTH CENTRAL AVENUE, AND THE DEVELOPMENT OF A HOUSING PROJECT THEREON, INCLUDING AFFORDABLE HOUSING, AND FINDING THE PROJECT EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, the City of Compton, as successor to the housing assets of the former Community Redevelopment Agency of the City of Compton (the "Housing Successor") is the owner of certain real property within the City of Compton located at 1950 N. Central Avenue (the "Site"); and

WHEREAS, the City proposes to enter into a Purchase and Sale Agreement (the "PSA") with Olson Urban Housing, LLC, a Delaware limited liability company (the "Developer"), for the sale of the Site to the Developer, and the development thereon by the Developer of a 30 unit housing project consisting of single-family detached townhomes (the "Development"). Pursuant to the PSA, four of the townhomes within the Development will be restricted for sale to moderate income households at affordable sales prices; and

WHEREAS, California Health and Safety Code Section 33433 ("Section 33433") requires that the City make available for public inspection a report which shall contain a copy of the PSA as well as a summary of certain aspects regarding the sale of the Site to the Developer (the "Summary Report"). The Summary Report and a copy of the PSA, with attachments, and other related exhibits, have been made available for public inspection in the manner required by Section 33433. The PSA and Summary Report are attached hereto as Exhibit "A" and Exhibit "B", respectively, and are incorporated herein by this reference; and

WHEREAS, Section 33433 requires that before any property of the former Agency acquired in whole or in part with tax increment moneys is sold for development, the sale shall first be approved by the legislative body by resolution after a public hearing, and that the resolution contain certain findings; and

WHEREAS, the project contemplated by the PSA qualifies for exemption from the California Environmental Quality Act ("CEQA"), Pub. Res. Code §§ 21000 *et seq.*, as an infill project pursuant to state CEQA Guidelines set forth in 14 Cal. Code Regs. § 15000 *et seq.*; and

WHEREAS, as provided by the PSA, the four affordable units which will be included in the Development are required to have a term of affordability which shall be not less than 45 years.

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

Section 1. That the above recitals are all true and correct.

Section 2. That a public hearing was properly noticed and held by the City Council on February 4, 2020, in the City Council Chambers, prior to the adoption of a resolution to approve the execution and delivery of a Purchase and Sale Agreement by and between the City of Compton and Olson Urban Housing, LLC for the sale of certain real property within the City of Compton located at 1950 N. Central Avenue (the "Site").

Section 3. That the sale and development of the Site will provide affordable housing for moderate-income households, because four of the proposed townhomes will be restricted for sale to moderate-income households at affordable sales prices for not less than 45 years.

Section 4. That, as explained in the Summary Report, the Site will be conveyed to the Developer for no consideration under the terms of the PSA, which is the fair reuse value of the Site at the use and with the covenants and conditions and development costs authorized by the sale.

THIS CERTIFICATE IS NON TRANSFERABLE
POST IN A CONSPICUOUS PLACE

CITY OF COMPTON BUSINESS LICENSE CERTIFICATE

BUSINESS LICENSE DIVISION ~ 205 S. WILLOWBROOK AVE, COMPTON, CA 90220 ~ (310) 605-5508

The below named license holder has paid a business license fee to engage in, carry on or conduct a business trade, calling, profession, exhibition or occupation coded below until this certificate expires. Granting of this license does not entitle the license holder to operate or maintain a business license in violation of any other law or ordinance. In addition this license is not transferable to any other party, and no refunds will be issued for the license once a certificate has been issued.

LICENSE NO:	BL20-000270	**EXPIRATION DATE:**	03/04/2021
BUSINESS:	Olson Urban Housing, LP	**ISSUE DATE:**	03/04/2020
LOCATION:	3010 OLD RANCH PKWY SUITE 100	**OWNERSHIP TYPE:**	Partnership / LLP
OWNER NAME:	Olson Urban Housing, LP	**CLASSIFICATION:**	2361
MAILING ADDRESS:	3010 Old Ranch Parkway, Suite 100 Seal Beach, CA 90740	**DESCRIPTION:**	GENERAL CONTRACTOR
RESTRICTIONS:			

Olson Urban Housing, LP
3010 Old Ranch Parkway, Suite 100
Seal Beach, CA 90740

This endorsement effective, 30th June 2018 forms a part of Certificate No CC1800606 Issued to Olson Urban Housing, LLC. issued by Certain Underwriters at Lloyd's and International Insurance Company of Hannover

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

As required by written contract

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

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(2) If the Limits of Insurance of any other insurance policy have been exhausted; or

(3) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

2. **EMPLOYEES AS INSUREDS**

SECTION II - LIABILITY COVERAGE, paragraph **A.1.** - WHO IS AN INSURED is amended to include the following as an insured:

f. Any "employee" of yours while using a covered "auto" you do not own, hire or borrow, but only for acts within the scope of their employment by you. Insurance provided by this endorsement is excess over any other insurance available to any "employee".

g. An "employee" of yours while operating an "auto" hired or borrowed under a written contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business and within the scope of their employment. Insurance provided by this endorsement is excess over any other insurance available to the "employee".

3. **ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT**

SECTION II - LIABILITY COVERAGE, paragraph **A.1.** - WHO IS AN INSURED is amended to include the following as an insured:

h. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed in a written contract, agreement, or permit issued to you by governmental or public authority, to add such person, or organization, or governmental or public authority to this policy as an "insured".

However, such person or organization is an "insured":

(1) Only with respect to the operation, maintenance or use of a covered "auto";

(2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or agreement, or the permit has been issued to you; and

(3) Only for the duration of that contract, agreement or permit

4. **SUPPLEMENTARY PAYMENTS**

SECTION II - LIABILITY COVERAGE, Coverage Extensions, **2.a.** Supplementary Payments, paragraphs **(2)** and **(4)** are replaced by the following:

(2) Up to $3,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the insured at our request, including actual loss of earnings up to $500 a day because of time off from work.

5. **AMENDED FELLOW EMPLOYEE EXCLUSION**

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by the workers compensation exclusivity rule, or similar protection, the following provision is added:

SECTION II - LIABILITY, exclusion **B.5.** FELLOW EMPLOYEE does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

6. **HIRED AUTO PHYSICAL DAMAGE**

Paragraph **A.4.** Coverage Extensions of SECTION III - PHYSICAL DAMAGE COVERAGE, is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos":

a. You hire, rent or borrow; or

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9. **RENTAL REIMBURSEMENT**

SECTION III - PHYSICAL DAMAGE COVERAGE, **A.** COVERAGE, is amended by adding the following:

a. We will pay up to $75 per day for rental reimbursement expenses incurred by you for the rental of an "auto" because of "accident" or "loss", to an "auto" for which we also pay a "loss" under Comprehensive, Specified Causes of Loss or Collision Coverages. We will pay only for those expenses incurred after the first 24 hours following the "accident" or "loss" to the covered "auto."

b. Rental Reimbursement will be based on the rental of a comparable vehicle, which in many cases may be substantially less than $75 per day, and will only be allowed for the period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days.

c. We will also pay up to $500 for reasonable and necessary expenses incurred by you to remove and replace your tools and equipment from the covered "auto".

d. This coverage does not apply unless you have a business necessity that other "autos" available for your use and operation cannot fill.

e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Paragraph **4.** Coverage Extension.

f. No deductible applies to this coverage.

For the purposes of this endorsement provision, materials and equipment do not include "personal effects" as defined in provision **11.**

10. **EXTRA EXPENSE - BROADENED COVERAGE**

Under SECTION III - PHYSICAL DAMAGE COVERAGE, **A.** COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you. The maximum amount we will pay is $1,000.

11. **PERSONAL EFFECTS COVERAGE**

A. SECTION III - PHYSICAL DAMAGE COVERAGE, **A.** COVERAGE, is amended by adding the following:

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to $600 for "personal effects" stolen with the "auto."

The insurance provided under this provision is excess over any other collectible insurance.

B. SECTION V - DEFINITIONS is amended by adding the following:

For the purposes of this provision, "personal effects" mean tangible property that is worn or carried by an insured." "Personal effects" does not include tools, equipment, jewelry, money or securities.

12. **ACCIDENTAL AIRBAG DEPLOYMENT**

SECTION III - PHYSICAL DAMAGE COVERAGE, **B.** EXCLUSIONS is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion for "loss" relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

Any insurance we provide shall be excess over any other collectible insurance or reimbursement by manufacturer's warranty. However, we agree to pay any deductible applicable to the other coverage or warranty.

13. **AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE**

SECTION III - PHYSICAL DAMAGE COVERAGE, **B.** EXCLUSIONS, exception paragraph **a.** to exclusions **4.c.** and **4.d.** is deleted and replaced with the following:

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15. **GLASS REPAIR - WAIVER OF DEDUCTIBLE**

Paragraph **D. Deductible** of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

16. **PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)**

Paragraph **D. Deductible** of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

The deductible does not apply to "loss" caused by collision to such covered "auto" of the private passenger type or light weight truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as maximum loaded weight the "auto" is designed to carry while it is:

a. In the charge of an "insured";
b. Legally parked; and
c. Unoccupied.

The "loss" must be reported to the police authorities within 24 hours of known damage.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

17. **TWO OR MORE DEDUCTIBLES**

Under SECTION III PHYSICAL DAMAGE COVERAGE, if two or more company policies or coverage forms apply to the same accident, the following applies to paragraph D. Deductible:

a. If the applicable Business Auto deductible is the smaller (or smallest) deductible it will be waived; or

b. If the applicable Business Auto deductible is not the smaller (or smallest) deductible it will be reduced by the amount of the smaller (or smallest) deductible; or

c. If the loss involves two or more Business Auto coverage forms or policies the smaller (or smallest) deductible will be waived.

For the purpose of this endorsement company means any company that is part of the Liberty Mutual Group.

SECTION IV - BUSINESS AUTO CONDITIONS is amended as follows:

18. **UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

SECTION IV- BUSINESS AUTO CONDITIONS, Paragraph **B.2.** is amended by adding the following:

If you unintentionally fail to disclose any hazards, exposures or material facts existing as of the inception date or renewal date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced.

However, you must report the undisclosed hazard of exposure as soon as practicable after its discovery, and we have the right to collect additional premium for any such hazard or exposure.

19. **AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS**

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph **A.2.a.** is replaced in its entirety by the following:

a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when it is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. Member, if you are a limited liability company;
4. An executive officer or the "employee" designated by the Named Insured to give such notice, if you are a corporation.

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FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT
(1950 North Central Avenue, Compton, California)

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (the "**First Amendment**") is dated as of _____, 2021 and is entered into by and between THE CITY OF COMPTON, a municipal corporation (the "**City**"), and OLSON URBAN HOUSING, LLC, a Delaware limited liability company (the "**Developer**").

RECITALS

A. The City and the Developer have entered into a Purchase and Sale Agreement, dated as of May 11, 2020 (the **"PSA"** or the **"Agreement"**), which provides for the City to sell to the Developer the land located at 1950 North Central Avenue, Compton, California, as described on Exhibit "A" to the PSA (the "**Land**"). The PSA requires the Developer to construct certain improvements on the Land, which shall include affordable and market rate for-sale housing, open space and other improvements, as specified therein (the "**Project**").

B. The City and the Developer desire to make certain amendments to the PSA.

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants contained in this First Amendment, the Parties hereto agree to amend the PSA as follows:

1. Scope of Development.

The first (1st) bullet point of the Scope of Development, which is attached to the PSA as Exhibit "C," shall be amended to read as follows:

- Single Family Townhouses: 29 total on a one-lot subdivision
  - 3-Bedroom*/2.5 Bath** (market) – 13 units
  - 4-Bedroom*/2.5 Bath ** (market) – 14 units
  - 3-Bedroom*/2.5 Bath** (each an "Affordable Unit") – 1 unit
  - 4-Bedroom*/2.5 Bath** (each an "Affordable Unit") – 1 unit

  * Developer may increase some or all units to 4 bedrooms
  ** Developer may reduce number of bathrooms to 2 on some or all units, or increase the number of bathrooms to 3 on some or all units.

  The homes shall be of very good quality, and shall have high efficiency windows and insulation, and quality finished. Approvals of the finish level will be determined in conjunction with the approval of land use entitlements for the Project.

- Backbone Street
- Site Work

2. Regulatory Agreement.

a. Recital B of the Regulatory Agreement, which is attached to the PSA as Exhibit "F," shall be amended to read as follows:

> B. Pursuant to the Agreement, the City has conveyed to the Developer certain land located in the City of Compton more particularly described in Exhibit "A" and depicted in Exhibit "B" (the "**Land**"), upon which the Developer intends to construct twenty-nine (29) detached townhomes (the "**Townhomes**"), two (2) of which (the "**Affordable Units**") shall be restricted for sale to Moderate Income Households at an Affordable Sales Price, as more particularly described herein. **[TO BE PROVIDED BY DEVELOPER]**

b. Recital C of the Regulatory Agreement, which is attached to the PSA as Exhibit "F," shall be amended to read as follows:

> C. The Townhomes other than the two Affordable Units (the "Market Rate Units") will not be subject to the requirements of these Restrictions.

3. Notice of Affordability Restrictions.

a. The first (1st) paragraph of the Notice of Affordability Restrictions On Transfer of Property, which is attached to the PSA as Exhibit "G," shall be amended to read as follows:

NOTICE OF AFFORDABILITY RESTRICTIONS ON TRANSFER OF PROPERTY

> **IMPORTANT NOTICE TO OWNERS, PURCHASERS, TENANTS, LENDERS, BROKERS, ESCROW AND TITLE COMPANIES, AND OTHER PERSONS, REGARDING AFFORDABLE HOUSING RESTRICTIONS ON THE REAL PROPERTY DESCRIBED IN THIS NOTICE:** RESTRICTIONS HAVE BEEN RECORDED WITH RESPECT TO THE PROPERTY DESCRIBED BELOW WHICH RESTRICT TWO (2) OF THE TOWNHOMES AS DESCRIBED BELOW.

b. Section 3 of the Regulatory Agreement, which is attached to the PSA as Exhibit "G," shall be amended to read as follows:

> 3. Summary of Affordability Restrictions; Term. The Regulatory Agreement restricts two (2) of the townhomes (the "**Affordable Units**") for sale to Moderate Income Households (as defined in the Regulatory Agreement) at an Affordable Sales Price (as defined in the Regulatory Agreement) for (45) years from the date of recordation of the grant deed conveying the Affordable Unit from Owner to a Moderate Income Household at an Affordable Sales Price.
>
> This Notice does not contain a full description of the details of all of the terms and conditions of the Affordable Housing Restrictions**.** You will need to obtain and read the Regulatory Agreement to fully understand the restrictions and requirements which apply

to the Property. In the event of any conflict between the terms of this Notice and the terms of the Regulatory Agreement, the terms of the Regulatory Agreement shall control.

4. **Defined Terms.** Capitalized terms used herein without being defined herein have the meanings ascribed to such terms in the PSA.

5. **Severability.** If any term of this First Amendment is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of City or Developer are materially altered or abridged by such invalidation, voiding or unenforceability.

6. **No Modification or Waiver.** Except as otherwise expressly set forth herein, all other terms and conditions of the PSA shall remain in full force and effect.

Signatures on the next page

IN WITNESS WHEREOF, City and Developer have executed this First Amendment as of the date first written above.

DEVELOPER:

OLSON URBAN HOUSING, LLC,
a Delaware limited liability company

By: In Town Living, Inc.
a Delaware corporation
its Managing Member

By: _____
Name: Todd Olson, President of
Community Development

By: _____
Name: _____

CITY:

THE CITY OF COMPTON,
a municipal corporation

By: _____
Craig J. Cornwell, City Manager

ATTEST:

_____
Alita Godwin, City Clerk

APPROVED AS TO FORM:

By: _____
Damon M. Brown, City Attorney

3578150.5

June 2, 2021

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: INTERNAL SERVICES DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR GLOBAL CTI GROUP, INC. FOR THE ACQUISITION, INSTALLATION, MAINTENANCE, AND SUPPORT OF A VOICE OVER INTERNET PROTOCOL SYSTEM ($471,346.28)

SUMMARY

Adoption of the attached resolution will authorize the City Manager to accept the bid of and enter into an agreement with Global CTI Group, Inc. for the acquisition, installation, maintenance and support of a Voice over Internet Protocol System ("VoIP") and establish a purchase order in the amount Four Hundred and Seventy One Thousand Three Hundred Forty Six Dollars and Twenty-Eight Cents ($471,346.28).

BACKGROUND

The City of Compton currently maintains a traditional NEC Private Branch Exchange (PBX) System serving City Hall, Fire Stations, Local Housing Authority, Dollarhide Community Center, Community Improvement Services, Parks, General Services Yard, Public Works Yard, and the Water Yard.

The current PBX System is beyond end of life, with little to no availability for replacement parts, and requires replacement to a modern VoIP-type system that is scalable and will support the normal growth of the City. The City has approximately 300 phones on the existing NEC PBX System. The phones are traditional PBX-type and not compatible with a VoIP System requiring replacement of the hardware, upgraded cabling, and upgraded switches.

STATEMENT OF ISSUE

In 2021, the City issued a Request for Proposal ("RFP") for the implementation of a City-wide VoIP System. The following bids were submitted:

Company	Solution Type	Phone Brand	Price
Intelesys	On Premise	Mitel	$ 536,729.44
DTC	On Premise	NEC	$ 315,399.84
Global CTI	On Premise	Mitel	$ 471,346.28
TCS	On Premise	Zultys	$ 302,762.40
Intelsys	Hosted	Mitel	$ 466,558.24
Global CTI	Hosted	Mitel	$ 325,611.72
TCS	Hosted	Zultys	$ 245,262.03
Granite Telecom	Hosted	Polycom	$ 284,682.76
LSL Telecom	Hosted	Polycom	$1,118,467.20
DTC	Hosted	NEC	$ 153,438.97
Atel Comm.	Hosted	NEC	Disqualified

The proposals were evaluated and ranked in accordance with the RFP evaluation process and staff recommends the bid of Global CTI Group, Inc. ("Global") as the most responsive and responsible bidder. Staff is recommending implementing an "on-premise" solution, as a hosted solution will be more expensive in the long run. Additionally, while the initial cost of on-premise is more, the monthly cost will be significantly less. Since the phone server will be located on-premise, we will have more control of the new phone system and would be able to schedule updates at the convenience of the City instead of being at the control of the hosted server.

Global has been providing state-of-the-art solutions for the government sector for more than 30 years. Global has provided VoIP solutions to cities throughout Southern and Northern California. Global has exceptional designs, detailed project management, expert certified engineers, flexible implementation options, superior on-site training for end-users and exceptional on-going services. Their experience allows them to provide these services in a coordinated non-disruptive manner.

While Global is not the lowest bidder, their solution is the most suitable for the City needs based on system features and functionality, redundancy and reliability, completeness and quality of the proposed solution, and overall responsiveness to the elements within the RFP. Global has extensive experience working with cities and will work closely with every department to ensure they address their unique needs. Global presented a complete solution that addresses the City's needs in a cost-effective manner, with the lowest total cost of ownership over the expected life of the system.

Global will be installing a Mitel phone system. Mitel has been an industry leader for 45 years. Mitel's on-premise solution facilitates data management and integration with other applications like Outlook. The Mitel Connect VoIP solution includes hardware/software support to ensure the system is always utilizing the newest technology by providing software updates as released (which ensures the City can always take advantage of the

newest features and functionality), and hardware protection for the core equipment. The solution also called for Cat6 cabling throughout the City to ensure the best performance possible for all users. Fiber technology will be utilized to ensure the fastest internet speeds and most reliable dial tone services.

FINANCIAL IMPACT

The total cost of this project is $471,346.28, inclusive of one (1) year Mitel support. Funds have been appropriated in the Fiscal Year 2020-2021 annual budget as follows:

Account	Description	Amount
1004-610-000-4269	Other Contract Services	$471,346.28

RECOMMENDATION

Staff recommends that the attached Resolution be adopted.

CRAIG J. CORNWELL
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR GLOBAL CTI GROUP, INC. FOR THE ACQUISITION, INSTALLATION, MAINTENANCE, AND SUPPORT OF A VOICE OVER INTERNET PROTOCOL SYSTEM ($471,346.28)

WHEREAS, the City of Compton currently maintains a traditional NEC Private Branch Exchange (PBX) System serving the Compton City Hall, Fire Stations, Local Housing Authority, Dollarhide Community Center, Community Improvement Services, Parks, General Services Yard, Public Works Yard, and the Water Yard; and

WHEREAS, the current PBX System is beyond end of life, with little to no availability for replacement parts, and requires replacement to a modern Voice over Internet Protocol ("VoIP") System that is scalable and will support the normal growth of the City. The City has approximately 300 phones on the existing NEC PBX System which are not compatible with a VoIP System, requiring replacement of the hardware, upgraded cabling, and upgraded switches; and

WHEREAS, in 2021, the City issued a Request for Proposal ("RFP") for the implementation of a City-wide VoIP System. The following bids were submitted:

Company	Solution Type	Phone Brand	Price
Intelesys	On Premise	Mitel	$ 536,729.44
DTC	On Premise	NEC	$ 315,399.84
Global CTI	On Premise	Mitel	$ 471,346.28
TCS	On Premise	Zultys	$ 302,762.40
Intelsys	Hosted	Mitel	$ 466,558.24
Global CTI	Hosted	Mitel	$ 325,611.72
TCS	Hosted	Zultys	$ 245,262.03
Granite Telecom	Hosted	Polycom	$ 284,682.76
LSL Telecom	Hosted	Polycom	$1,118,467.20
DTC	Hosted	NEC	$ 153,438.97
Atel Comm.	Hosted	NEC	Disqualified

WHEREAS, the proposals were evaluated by staff and ranked in accordance with the RFP evaluation process and staff recommends the bid of Global CTI Group, Inc. ("Global") as the most responsive and responsible bidder; and

WHEREAS, Global has been providing state-of-the-art solutions for the government sector for more than 30 years to cities throughout Southern and Northern California; and

WHEREAS, Global has exceptional designs, detailed project management, expert certified engineers, flexible implementation options, superior on-site training for end-users and exceptional on-going services. Their experience allows them to provide these services in a coordinated non-disruptive manner; and

WHEREAS, while Global was not the lowest bidder, their solution is the most suitable for the City needs based on system features and functionality, redundancy and reliability, completeness and quality of the proposed solution, and overall responsiveness to the elements within the RFP; and

WHEREAS, funds for this expenditure are available in the 2020-2021 Fiscal Year Budget.

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

Section 1. That the bid for Global CTI Group, Inc. in the amount of Four Hundred and Seventy One Thousand Three Hundred Forty Six Dollars and Twenty-Eight Cents ($471,346.28) for the implementation of a City-wide Voice over Internet Protocol System is hereby accepted and all other bids/proposals are rejected.

Section 2. That the City Manager, upon the advice and approval of the City Attorney is hereby authorized to enter into an agreement with Global CTI Group, Inc. for the acquisition, installation, maintenance, and support of a Voice over Internet Protocol System.

Section 3. That the City Manager is authorized to establish a purchase order for Global CTI Group, Inc. in the amount of $471,346.28.

Section 4. That funds for these services are available in the Fiscal Year 2020-2021 Budget in Account No. 1004-610-000-4269 for $471,346.28.

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

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

ADOPTED this _____ day of _____, 2021.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on this _____ day of _____, 2021.

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

AYES: COUNCILMEMBERS-
NOES: COUNCILMEMBERS-
ABSTAIN: COUNCILMEMBERS-
ABSENT: COUNCILMEMBERS-

_____
CITY CLERK OF THE CITY OF COMPTON

GLOBALCTI Communicate Better

Mitel gold solutions partner

City of Compton

Exhibit A - Mitel - MiVoice Connect

Line #	Part #	Qty.	Description	Total	Unit	List
1			**MiVoice Connect - Software Licenses**			
2	30145	37	MiVoice Connect Courtesy license. Includes Extension Only with no Connect client capability.	2,340.25	63.25	115.00
3	30147	318	MiVoice Connect Essentials license bundle. Includes Ext+Mbx, Connect desktop and mobile client, Connect Telephony for Microsoft and Connect for Chrome. Also includes Web and App dialer.	41,101.50	129.25	235.00
4	30149	40	MiVoice Connect Advanced license bundle. Includes Ext + Mbx, Connect desktop and mobile client, Connect Telephony for Microsoft and Connect for Chrome. Also includes Web and App dialer, Remote Phone, CRM integration, WG Agent, WG Supervisor, and Operator.	12,980.00	324.50	590.00
5	30091	1	MiVoice Connect - 10 Port Audio Port License for Conference Bridge	1,155.00	1,155.00	2,100.00
6	30093	1	MiVoice Connect - 10 Port Web Port License for Conference Bridge	1,155.00	1,155.00	2,100.00
7			**MiVoice Connect - Custom Applications**			
8	18066	1	Enhanced Workgroup Reporting - Standard Bundle: Includes four Enhanced Workgroup Reports (Abandoned Calls, Target Service Level, Agent Login/Logout, Agent Ring Time) and Workgroup Monitor Application.	4,537.50	4,537.50	8,250.00
9			**MiVoice Connect - Virtual Appliances - VMware/Hyper-V (CentOS ISO)**			
10	ST-VIRT-IPP-SW	1	Mitel - Virtual IP Phone Switch - Requires VMware/Hyper-V and Virtual capacity license (Can be use as free failover)	0.00	0.00	0.00
11	ST-VIRT-SA-SW	1	Mitel - Virtual Service Appliance - Requires VMware (IM, Audio & Web Conference)	0.00	0.00	0.00
12			**MiVoice Connect - Additional Licenses**			
13	21020	1	Distributed Voice Services License	598.50	598.50	1,050.00
14	30043	5	SIP Trunk Software License (Physical SG\ST Switch)	152.48	30.50	53.50
15	30044	16	Additional Site License	4,833.60	302.10	530.00
16	30053	7	SIP Device Software License	127.68	18.24	32.00
17			**MiVoice Connect - Mobility Components**			
18	30157	1	Connect Virtual Mobility Router and software media kit. Can be used with Connect and ST14.2 and earlier systems	0.00	0.00	0.00
19			**MiVoice Connect - Voice Appliances**			
20	10580	17	ST50A - 1U 1/2 width - Max, 50 IP phones, 4 Analog exts, 4 LS trunks	25,194.00	1,482.00	2,600.00
21	10582	1	ST100DA - 1U 1/2 width - Max, 100 IP phones, 6 Analog exts, 2 LS trunks, 1 T1	4,503.00	4,503.00	7,900.00
22	10588	1	ST24A - 1U width - Max. - 24 Analog ports long loop, or 24 "make-me" conference ports	2,223.00	2,223.00	3,900.00
23			**MiVoice Connect - 6900 Series IP Telephones**			
24	50008311	303	Mitel 6920 IP Phone - 6 Line, 3.5-inch LCD screen with backlit display	46,631.70	153.90	270.00
25	50008312	16	Mitel 6930 IP Phone – 12 Line, 4.3” LCD display - Context Sensitive soft keys	3,420.00	213.75	375.00
26	50008271	7	Mitel 6970 IP Phone - Conference Phone	2,932.65	418.95	735.00
27			**Miscellaneous Items**			
28	10223	17	Mitel MiVoice - Rack Mount Tray (1U) 2 x Half width switch	1,445.00	85.00	85.00
29	60229	12	Mitel MiVoice - Paging Adapter PA-1. (With contact closure support for ST Switches)	780.00	65.00	65.00
30			**MiVoice Connect - IP Telephone Accessories**			
31	50006874	16	M695 PKM Expansion Module	2,307.58	144.22	144.22

Line #	Part #	Qty.	Description	Total	Unit	List
32			**Switch Cable & Hardware**			
33	MISC	19	Installation Hardware (Cables, Blocks, Connectors & Patch Cords for SG/ST switches.)	4,417.50	232.50	232.50
34			**Dell - VMware - MiVoice Connect Director Server - Enhanced**			
35	1029747522829	1	VMware Server 'Intel® Xeon® E5-2630 v3 2.4GHz,HT,8C/16T, 1TB Raid, 64G RAM, 2 Proc	6,625.00	6,625.00	6,625.00
36			**Microsoft Windows Server 2016 Standard**			
37	9EM-00652	1	Microsoft Windows Server 2019 Standard - OLP WIN SVR STD CORE 2019 16 core license.	987.32	987.32	987.32
38			**CAT 6 Plenum Cable and Cabling Hardware**			
39	2413D15U1000	50	Belden CAT 6 Cable, Plenum, Blue	27,439.10	548.78	548.78
40	AX101326	506	Belden CAT 6 Jack Insert, Blue	5,806.11	11.47	11.47
41	AX103114	23	Belden Patch Panel, 24 port, blank	1,744.13	75.83	75.83
42	AX102655	120	Belden 2 port faceplate, white	658.54	5.49	5.49
43	AX105353	133	Belden 2 port surface box, white	1,128.00	8.48	8.48
44			**Ceiling Support and Surface Raceway Materials**			
45	MISC-SUPPORT	1	Ceiling Support Hardware, j-hooks, clips, etc	1,496.68	1,496.68	1,496.68
46	MISC-RACEWAY	1	Surface Mount Raceway Materials	1,995.57	1,995.57	1,995.57
47			**Aruba - 1G SFP GBIC**			
48	J4858D	14	Aruba 1G SFP LC SX 500m MMF Transceiver	3,874.50	276.75	276.75
49	GCPO8SS603-BL	25	CAT6 Patch cord – 3ft - Blue	43.75	1.75	1.75
50			**Aruba - 2930F Core Layer 3 Data Switch**			
51	JL258A	6	Aruba 2930F 8G PoE+ 2SFP+ Switch	4,860.00	810.00	810.00
52	JL261A	6	Aruba 2930F 24G PoE+ 4SFP Switch	7,290.00	1,215.00	1,215.00
53	JL262A	23	Aruba 2930F 48G PoE+ 4SFP Switch	55,890.00	2,430.00	2,430.00
54			**Description of Professional Services**			
55			Cabling:			
56			* This quote covers a total of 253 - CAT6 cable drops per the count in the PBX Replacement with Modern Phone Solution RFP across the list 16 sites			
57			* This quote assumes all cable pathways are accessible, additional conduit and/or new pathway creations are not considered in this pricing			
58			* This quote assumes all MDF/IDF rack locations have adequate rack space for new patch panels			
59			* This quote does not include CAT 6 patch cords			
60						

Line #	Part #	Qty.	Description	Total	Unit	List

Equipment Material Total	$282,674.63
Equipment Handling	$1,000.00
Subtotal	$283,674.63
Sales Tax will be applied at time of invoice. Estimated Sales Tax Rate: 10.250%	$29,076.65
1 Year Mitel Support for Switches & Software	$21,727.00
Other Vendor Product Support/Maintenance Total	$0.00
Installation / Pro-Services	$136,868.00
Total Price	**$471,346.28**

Proposal Date: April 26, 2021.

This quote will remain valid until May 26, 2021.

Enhanced Support Plan

Sales Tax is based on currently stated Sales and Use Tax rates from the California Department of Tax and Fee Administration. Current state and district sales tax will be applied at time of invoice.

Normal system shipping is 10 business days from time of contract signature. Additional shipping fees will apply for expedite shipping.

Buyer's signature below indicates that you have read, understand, and agree with the Terms and Conditions stated on this Exhibit A as well as the following:

- Itemized Products Above

- Description of Professional Services Above

- Payment Terms Attached

- Attached Exhibit M - List of itemized products covered by Software Assurance, Hardware Warranty, and/or Global CTI Support

If you need a copy of your signed Master Services Agreement or current Mitel Schedule of Services, please send a request to info@gcti.com.

Buyer = City of Compton, This Exhibit A is an Agreement between Global CTI and Buyer.

Authorized Contact: Craig J. Cromwell

Authorized Signature: X _____

GLOBALCTI Communicate Better

Mitel gold solutions partner

City of Compton

Exhibit M - Equipment Covered

Enhanced Support Plan

Line #	Part #	Qty.	Schedule M - List of Components
1			**Mitel Software Licenses**
2	Covered	37	MiVoice Connect Courtesy license. Includes Extension Only with no Connect client capability.
3	Covered	318	MiVoice Connect Essentials license bundle. Includes Ext+Mbx, Connect desktop and mobile client, Connect Telephony for Microsoft and Connect for Chrome. Also includes Web and App dialer.
4	Covered	40	MiVoice Connect Advanced license bundle. Includes Ext + Mbx, Connect desktop and mobile client, Connect Telephony for Microsoft and Connect for Chrome. Also includes Web and App dialer, Remote Phone, CRM integration, WG Agent, WG Supervisor, and Operator.
5	Covered	1	MiVoice Connect - 10 Port Audio Port License for Conference Bridge
6	Covered	1	MiVoice Connect - 10 Port Web Port License for Conference Bridge
7			MiVoice Connect - Custom Applications
8	Covered	1	Enhanced Workgroup Reporting - Standard Bundle: Includes four Enhanced Workgroup Reports (Abandoned Calls, Target Service Level, Agent Login/Logout, Agent Ring Time) and Workgroup Monitor Application.
9			MiVoice Connect - Virtual Appliances - VMware/Hyper-V (CentOS ISO)
10	Covered	1	Mitel - Virtual IP Phone Switch - Requires VMware/Hyper-V and Virtual capacity license (Can be use as free failover)
11	Covered	1	Mitel - Virtual Service Appliance - Requires VMware (IM, Audio & Web Conference)
12			**MiVoice Connect - Additional Licenses**
13	Covered	1	Distributed Voice Services License
14	Covered	5	SIP Trunk Software License (Physical SG\ST Switch)
15	Covered	16	Additional Site License
16	Covered	7	SIP Device Software License
17			**MiVoice Connect - Mobility Components**
18	Not Covered	1	Connect Virtual Mobility Router and software media kit. Can be used with Connect and ST14.2 and earlier systems
19			**MiVoice Connect - Voice Appliances**
20	Covered	17	ST50A - 1U 1/2 width - Max, 50 IP phones, 4 Analog exts, 4 LS trunks
21	Covered	1	ST100DA - 1U 1/2 width - Max, 100 IP phones, 6 Analog exts, 2 LS trunks, 1 T1
22	Covered	1	ST24A - 1U width - Max. - 24 Analog ports long loop, or 24 "make-me" conference ports
23	Not Covered	303	Mitel 6920 IP Phone - 6 Line, 3.5-inch LCD screen with backlit display
24	Not Covered	16	Mitel 6930 IP Phone – 12 Line, 4.3" LCD display - Context Sensitive soft keys
25	Not Covered	7	Mitel 6970 IP Phone - Conference Phone
26			

1 Year Mitel Support for Switches & Software $21,727.00

Total Price $21,727.00

GLOBALCTI
Communicate Better

Payment Terms:

25/25/30/20

25% due at Contract Signing – Defined as signature approval of contract docs by both parties.

25% due at Equipment Order Placement – Defined as receipt of packing slip for order placement by the City.

30% due at Completion Milestone – Defined as confirmed completion of cabling portion and kick-off of phone system installation.

20% due at Completion of Project – Defined as customer acknowledgement of project acceptance and signature on Notice of Completion.

SERVICES AGREEMENT – City of Compton

GLOBAL CTI GROUP, INC.	Customer
Global CTI Group, Inc. **("VENDOR")**	**Legal Name:** City of Compton **Business Name (if different):** **("BUYER")**
Global CTI Group, Inc.	**Address for Official Notices**
5329 Office Center Ct. Suite 200 Bakersfield, CA 93309	205 S. Willowbrook Ave Compton, CA 90220
Company Contact	**Authorized Contact**
Name: Title: Email: Telephone:	Name: Louis Mendoza Title: Project Lead Email: lmendoza@comptoncity.org Telephone: 310-605-6261

THIS MASTER SERVICE AGREEMENT IS ENTERED BY AND BETWEEN THE "BUYER" AND THE "VENDOR" LISTED BELOW. BUYER ACKNOWLEDGES, UNDERSTANDS, AND AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ANY ATTACHEMENTS HERETO. A FACSIMILE OF THIS DOCUMENT IS VALID AND BINDING.

VENDOR:	**GLOBAL CTI GROUP, INC.**	**BUYER:**	City of Compton
Signature:		**Signature:**	
Print Name:		**Print Name:**	Craig J. Cornwell
Title:		**Title:**	City Manager
Date:		**Date:**	

BUYER:	City of Compton	**BUYER:**	City of Compton
Signature:		**Signature:**	
Print Name:	Damon M. Brown	**Print Name:**	Alita Godwin
Title:	City Attorney	**Title:**	City Clerk
Date:		**Date:**	

Service Agreement – City of Compton

Global CTI Group Inc., a California Corporation hereinto referred to as the "Vendor" and City of Compton hereinto referred to as "Buyer" agree as follows:

1. Definitions
   a. **Normal Business Hours**: 8:00 a.m. to 5:00 p.m. PST – Monday thru Friday, excluding Holidays.
   b. **After-Hours**: All hours not included in Normal Business Hours.
   c. **Business Day**: Monday through Friday inclusive, excluding holidays.
   d. **Next Business Day**: Next Business Day following acknowledgement by Vendor of defect.
   e. **Holidays**: Vendor observes the following calendar days in the United States as holidays; New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day following Thanksgiving Day and Christmas Day. Vendor may designate two additional holidays each year.
   f. **On-Hours**: 8:00 a.m. to 5:00 p.m. Monday through Friday.
   g. **Product:** the product as described in Exhibit A.
   h. **System**: As referenced in Exhibit A and Exhibit M.
   i. **Time of Coverage**: As referenced in Exhibits.
   j. **Professional Services**: Labor.
   k. **TAC**: Defined as Technical Assistance Center. May also be referenced to as Client Care or NOC (Network Operations Center).
   l. **Exhibits**:
      - Exhibit A: Itemized list of equipment purchased by Buyer, including any applicable terms.
      - Exhibit M: Itemized list of equipment covered under this Agreement, including any applicable terms.
      - Schedule of Services: Describes services covered under a support contract.
      - Scope of Work (SOW): Describes work to be performed by Global for Professional Services purchased by Buyer in accordance with specifications in Buyer's Request for Proposal.

2. Support
   a. Authorized Contacts. GCTI Support provides authorization for specific Buyer employees to engage Vendor's TAC. Authorized Contacts may contact the TAC by sending e-mail, by telephone, or by web chat.
   b. Third Party Product Issues. In the event that product issues assigned to Vendor are ultimately determined by Vendor to be outside the scope of Exhibit M, the Buyer may be charged an appropriate hourly rate from Vendor's then current price list for Vendor's services.
   c. Telephone Support, E-Mail Support, and Web Chat Support. Available as referenced in Exhibits.
   d. Response Standards and Service Level Agreement (SLAs). Response Standards and Service Level Agreements define the level of support that can be expected by Buyer. Vendor commitments surrounding these Response Standards and SLAs are referenced in Exhibits.

3. Buyer Responsibilities
    a. Authorized Contacts. Buyer shall designate specific Authorized Contacts. Buyer shall maintain the responsibility of notifying Vendor's TAC via written request in the event changes to the Buyer's previously designated Authorized Contacts are required.
    b. On Site Contacts. In situations in which the Buyer has multiple locations, Buyer shall provide at least one individual per location to work with Vendor personnel to resolve questions if initial efforts to resolve Buyer's questions are unsuccessful. These contacts can be system administrators and/or trainers that have received training.
    c. Access. Vendor reserves the right to remotely access Buyer's system to a) review the final installation for quality assurance purposes, b) provide remote installation support, and/or c) for system auditing and license compliance reviews. If Buyer does not elect to provide remote access, Vendor shall charge Buyer fees for on-site access in accordance with Vendor's then-current price list.
    d. Add-On Purchases. Support for all add-on purchases will be billed at the time of shipment, pro-rated for the remaining term, and at the rate on Vendor's then current price list for the current Support plan. All applicable taxes, if any, will be billed at the time Support Charges are invoiced.
    e. Payments. Terms are net thirty (30) days. Accounts thirty (30) days past due will be subject to a monthly charge at a rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum legal rate permitted under the applicable law.
    f. Buyer shall obtain or prepare the location within the telephone equipment room for installation of any equipment. It must be relatively dust free with an ambient temperature not to exceed 104 degrees Fahrenheit. Buyer shall provide at the location indicated for installation of the Equipment a 20 Amp. 110-volt commercial A.C. outlet within 8 feet of placement of the equipment to be used exclusively by Vendor. Vendor and Buyer shall cooperate fully in making the premises available and ready for installation of the equipment and in completing such installation. Vendor will inform Buyer of all requirements for proper installation and will provide Buyer (at a minimum of 30-days) notice of such requirements. Buyer shall supply, at its sole cost, all supplemental equipment necessary for the installation such as conduits, boxes, high voltage wiring and outlets. Personnel of the Vendor or Vendor representatives shall have access to Buyer's premises at any reasonable time for the purpose of installing, inspecting, servicing or repairing equipment.

4. Pricing and Payment Terms
    a. Price. Unless otherwise agreed by Vendor and Buyer in writing, pricing for the Support plan is based on pricing set forth on Exhibit M.
    b. Add-On Purchases. Support for all add-on purchases will be billed at the time of shipment, pro-rated for the remaining term, and at the rate on Vendor's then current price list for the current Support plan. All applicable taxes, if any, will be billed at the time Support Charges are invoiced.

5. Limited Service Warranty.
    a. Vendor shall use its reasonable, best efforts to provide the support services defined in this Agreement and warrants that such services shall be performed in a professional manner. Vendor will make available a list of supported hardware platforms, operating systems, database versions, and other third-party software products for covered equipment, and this warranty covers only the configurations set forth in the Exhibit M. This warranty is contingent upon Buyer's adherence to these supported configurations and

following the proper installation and support practices and procedures in which the System was intended. EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTY, SELLER MAKES NO WARRANTIES OR CONDITIONS ON THE PRODUCTS, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND SELLER SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

6. Miscellaneous
   a. Governing Law. The laws of the United States and the State of California, without reference to conflict of law principles govern this Agreement. Any dispute between the Client and ShoreTel regarding this Agreement will be subject to the exclusive venue of the state and federal courts in the State of California.
   b. Entire Agreement; Severability. This Agreement is the entire agreement between Buyer and Vendor with respect to support services provided by Vendor and supersedes any other verbal or written communications or advertising. If any provision of this Agreement is held invalid, the remainder of this Agreement will continue in full force and effect.
   c. Force Majeure. Neither party shall be liable for any failure or delay in performance due to any cause beyond its control. In any event, if Vendor's ability to deliver services is impaired by Buyer or circumstances beyond Vendor's control, Vendor may terminate this Agreement, in which event; Buyer will receive a refund for any unused portion of the service term for which it had paid.

7. Limited Equipment Warranty:
   Vendor hereby warrants the equipment defined in the Exhibit M against defective parts and workmanship as defined in the applicable Exhibit. Vendor's obligations for breach of any warranty shall be limited to compliance with applicable Exhibit which shall be Buyer's exclusive remedy and Vendor will not be liable for consequential damages, personal injury, commercial loss or any other matter. All warranties shall be void as to equipment damaged or rendered unserviceable by negligence, misuse, theft, fire, water, electrical power surges, electrical power outages, or acts of God. All warranties shall be void as to equipment stolen or damaged by wiring, repair, relocation or alteration not authorized by Vendor.

   EXCEPT AS EXPRESSLY PROVIDED FOR THIS AGREEMENT, VENDOR MAKES NO WARRANTIES WITH RESPECT TO THE EQUIPMENT, EITHER EXPRESS OR IMPLIED INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT VENDOR BREACHES ANY WARRANTY, BUYER'S EXCLUSIVE REMEDY WILL BE FOR VENDOR TO MAKE ANY NECESSARY EQUIPMENT ADJUSTMENTS, REPAIRS OR PARTS REPALCEMENTS.

8. LIMITATION OF LIABILITY:
IN NO EVENT SHALL SELLER'S LIABILITY UNDER, ARISING OUT OF OR RELATING TO ITS SUPPORT PLAN OR THIS AGREEMENT EXCEED THE AMOUNT PAID TO SELLER BY CLIENT FOR THE SERVICES GIVING RISE TO SUCH LIABILITY. IN NO EVENT WILL SELLER BE LIABLE FOR LOST PROFITS, LOSS OF USE, LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICE, UNAUTHORIZED CALLS THAT MAY BE MADE USING THE SYSTEM AND CHARGED TO THE CLIENT, ANY TELEPHONE TOLL FRAUD, OR ANY OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE. VENDOR SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOSS, DAMAGE OR EXPENSE, DIRECTLY OR INDIRECTLY, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING FROM (1) BUYER'S USE OF OR INABILITY TO USE THE EQUIPMENT, EITHER SEPARATELY OR IN COMBINATION WITH ANY OTHER EQUIPMENT, (2) PERSONAL INJURY, LOSS OR DESTRCUTION OF OTHER PROPERTY OR (3) ROUTING OR PROGRAMMING ERRORS OR UNAUTHORIZED TRESPASS OF PROGRAMMING, SOFTWARE AND/OR EQUIPMENT. VENDOR SHALL NOT BE RESPONSIBLE FOR THE PROCUREMENT OF, OR PAYMENT FOR, ANY LICENSES REQUIRED AS A RESULT OF THE USE OF COPYRIGHTED MUSIC ON THE EQUIPMENT. ADDITIONALLY, VENDOR SHALL NOT BE RESPONSIBLE FOR THE PAYMENT OF ANY CHARGES OWED BY BUYER TO ANY COMPANY (1) FOR TERMINATION OF OR FAILURE TO TERMINATE PRE-EXISTING AGREEMENTS OR FOR REMOVAL OF EXISTING EQUIPMENT OR (2) FOR MODEM LINES AND/OR CARRIER SERVICES. THE PARTIES ACKNOWLEDGE THAT THE SUPPORT CHARGES WERE DETERMINED BASED UPON THE FOREGOING LIMITATION OF LIABILITY.

9. CONTROLLING DOCUMENTS:
This Agreement shall become effective and binding upon Buyer and Vendor only upon approval, acceptance and execution hereof by Vendor. This Agreement contains the entire agreement between parties with respect to the subject matter hereof and supersedes all prior discussions or agreements between the parties, whether oral or written. Vendor is not bound by representations or inducements not set forth herein.

10. DEFAULT and DELAYS:
If any payments due from Buyer to Vendor, shall not be paid promptly when due, or if Buyer breaches any other provision hereof, Buyer shall be in default hereunder. Upon default hereof by Buyer, Vendor, may accelerate payment of all or part of the amount unpaid hereon and as permitted by law (1) sue for the same, or (2) repossess the equipment and (a) retain it and all payments in satisfaction of the balance or (b) sell it and pay any surplus to the extent not prohibited by law to recover any deficiency from Buyer. All remedies of Vendor hereunder shall be cumulative, and no remedy provided for hereunder shall be exclusive. With payment terms set at 25% due at Contract Signing – Defined as signature approval of contract docs by both parties. 25% due at Equipment Order Placement – Defined as receipt of packing slip for order placement by the City. 30% due at Completion Milestone – Defined as confirmed completion of cabling portion and kick-off of phone system installation. 20% due at Completion of Project – Defined as customer acknowledgement of project acceptance and signature on Notice of Completion.

Any payment which has not been made pursuant to this Agreement will be subject to interest charges. Buyer will pay Vendor, a finance charge on the unpaid balance at the rate of eighteen (18) percent per annum, one and one-half (1 1/2) percent monthly. The finance charge shall commence after the initial default of a scheduled payment. (Computed daily)

11. SECURITY INTEREST:
The equipment described herein and any and all additional Equipment acquired by Buyer shall be security for the full payment of the purchase price provided for herein until Vendor received full payment. Buyer authorizes Vendor to file a UCC Financing Statement to perfect the security interest. Buyer shall not sell, dispose of, or encumber any interest in the Equipment or commence or permit the maintenance of any proceeding against it in bankruptcy or receivership or make an assignment for creditors.

12. TITLE TO EQUIPMENT AND RISK OF LOSS:
Buyer shall acquire full title to the equipment only upon full payment of the purchase price therefore to Vendor. Risk of loss of the equipment shall pass to Buyer on Delivery of Equipment.

13. ARBITRATION OR LITIGATION EXPENSES:
Should any litigation or arbitration be commenced between the parties to this Agreement concerning the project or any provisions to this agreement, or the rights and obligation of either in relation thereto, the prevailing party to any arbitration or litigation shall be entitled to its actual attorney's fees and costs expended in the matter.

14. RETURN POLICY:
In the event purchased equipment is returned to Vendor, a 15% restocking fee will be charged for those returned items, unless equipment is returned for Vendor's breach of this agreement. The equipment must be returned in original condition, and in manufacturers packaging (if applicable). Loose items must be returned in original packaging. If equipment is damaged upon receipt, then Buyer will be charged repair and return charges in addition to the above stated 15% restocking fee. Vendor does not refund shipping and handling fees unless Vendor has caused the error in shipment. Mitel software licenses ordered from Mitel cannot be returned.

15. MATERIAL, PRICING, ESTIMATES, AND QUOTATIONS:
Upon acceptance of this agreement, prices included in the Exhibit A are not subject to change. Written quotations automatically expire, unless accepted, within 30 days from the date quoted and are subjected to termination by notice within that period. Verbal quotations expire, unless accepted, the same day they are made. All non-material errors are subject to correction.

Global CTI
Schedule of Services – Enhanced Mitel Support

This Agreement is by and between Global CTI Group, Inc., a California corporation ("we", "us", or "Global"), and the person or entity signing below as a Buyer ("you" or "Buyer") and is made and entered into as of the latest date shown in the signature blocks below (the "Effective Date").

This Agreement sets forth the terms and conditions upon which Global will provide services (the "Services") to Buyer.

1) Definitions
   a) Normal Business Hours: 8:00 a.m. to 5:00 p.m. PST – Monday thru Friday, excluding Holidays.
   b) After-Hours: All hours not included in Normal Business Hours.
   c) Business Day: Monday through Friday inclusive, excluding holidays.
   d) Holidays: Global observes the following calendar days in the United States as holidays; New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day following Thanksgiving Day and Christmas Day. Global may designate two additional holidays each year.
   e) System: As referenced in Exhibit M.
   f) Time of Coverage: As referenced in Exhibits.
   g) TAC: Defined as Technical Assistance Center. May also be referenced to as Client Care or NOC (Network Operations Center).
   h) Authorized Contacts. Buyer employee approved to request service with Global.
   i) Professional Services: Labor performed by Global to complete a task.

2) Term and Termination.
   a) Term. The term of this Agreement will commence at completion of the project.
      i) Additions to the term shall be prorated to end per the initial commencement of this Agreement.
   b) The term of this contract is one year.
   c) Termination. Either party may terminate this Agreement upon 30 days' prior written notice from the end date of the term. If Buyer terminates contract prior to the end date of term, all prepaid payments are forfeited.
3) Pricing and Payment Terms
   a) Price. Unless otherwise agreed by Global and Buyer in writing, pricing for the Support plan is based on pricing set forth on the Exhibit M.
   b) Add-On Purchases. Support for all add-on purchases will be billed at the time of shipment, pro-rated for the remaining term, and at the rate on Global's then current price list for the current Support plan. All applicable taxes, if any, will be billed at the time Support Charges are invoiced.
   c) Payments. Terms are net thirty (30) days. Accounts thirty (30) days past due will be subject to a monthly charge at a rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum legal rate permitted under the applicable law.

4) Services:
   a) This Agreement covers services for equipment and material specified on Exhibit M, only.
      i) IP Phones are not covered unless otherwise specified on the Exhibit M.
      ii) Mitel Switch equipment replacement is Next Business Day.
      iii) Onsite labor for replacement of defective hardware is included.
         (1) Travel charges will be billed for locations not within 50 miles of the following California metro areas: City of Fresno, City of Visalia, City of Bakersfield, City of Los Angeles, City of Irvine, City of Corona. Travel charges will be invoiced at standard hourly charge.
   b) Mitel system software updates are included in this Agreement.
      i) This Agreement includes remote labor to upgrade the Director Application software, Remote (DVS) Application software, SG/ST Switches, Phones and confirm and test functionality after the upgrade is performed. Communicator/Connect Client upgrades per workstation will be performed by the Buyer with instruction and guidance from GLOBAL. A qualified Buyer representative is required to be on-site during the entire remote upgrade process. This upgrade does NOT include Server Operating System upgrades, server hardware upgrades, or migration onto another server (Physical or Virtual). Remote labor for one remote upgrade per year is included in GLOBAL's annual Enhanced Support Agreement. If the upgrade is required due to a service affecting situation, then there is no labor charged for the upgrade and it does not count towards the one remote upgrade. If the upgrade requires on site assistance due to service affecting problems caused by the upgrade, there is no charge for onsite labor. To protect the Buyer from downtime, GLOBAL reserves the right to determine which Mitel (Operating System) will be installed for the yearly upgrade. If Buyer insists on upgrading to a different software release not approved by GLOBAL, then the Buyer acknowledges that they will be invoiced for any additional labor expended solving issues caused by the "Not Yet Approved Software".
   c) Remote Professional Services to troubleshoot system issues are included for covered equipment.
   d) All on-site Professional Services will be invoiced per applicable hourly rates.
   e) Professional Services provided by Global to work on equipment not covered by this Agreement will be invoices per applicable hourly rates.
   f) Support performed during After-Hours is subject to charges.
   g) This Agreement includes replacement of defective Mitel IP Phone Handsets, Handset Cords, and Ethernet Patch Cords.
      i) Ethernet Patch Cords replacements cannot exceed 10 per year.

h) Remote Troubleshooting Support and Support for Down Systems after hours is included.
i) Microsoft Windows Operating System Maintenance – Connect Director is included
   i) Includes required Microsoft Windows Updates and Patches per Mitel's technical specification and recommendations. Offsite backup of Connect Director is included.
   ii) GLOBAL will back-up and store Buyers Connect Director database folder as installed or upon agreement at a centrally secure storage location in the GLOBAL NOC. GLOBAL Amigo Client is required. This procedure is executed twice monthly on the 15th and end of the month. Global reserves the right to change the dates of monthly backups.
j) Additional Web-based Administration and End User Training is included.
k) 24 X 7 Monitoring is included.
   i) Global will provide monitoring of Connect Director Servers and Connect Switches via Global's AMIGO Managed Services. Monitoring requires remote internet connectivity of the AMIGO Client Application between the Buyer's locations and Global's NOC. Buyers firewall and /or routers will be required to allow AMIGO to notify and be accessed by Global's NOC to perform Monitoring. During Non-Business Hours the Global NOC will notify a person designated by Buyer via email of a system outage. The Buyer's representative will have an option to call the emergency on-call phone number for a Global technician. Please note: There may be instances where the Global NOC will not receive signals of a downed system. For example, with some SIP Trunking, the carrier runs software that does not provide a downed system signal and therefore Global's AMIGO service will not be able to detect the system as down. Global will provide every effort to notify Buyer of downed carrier service but please note that this Agreement does not cover carrier services and therefore Global cannot be held liable for downed carrier service.

5) Service Level Agreement (SLA)

Definition	Priority	Response Time (Business Hours)	Response Time (After Hours)	Resolution Time
CRITICAL: Defined as System Down: System Down is defined as Inbound and/or outbound calls, voicemail, auto attendants, workgroups, or contact center are NOT functional.	1	Within 2 hours	Within 4 hours	ASAP - Best Effort
NON CRITICAL: Non-critical but significant issue or an issue that is degrading the performance and reliability of supported services. These issues could escalate to a critical status if not addressed quickly.	2	Within 4 hours	Next Business Day	ASAP - Best Effort

6) Emergency 911 Dialing: The Mitel system has the capability of deploying various Mobility, Softphones, VPN phones, and Remote Sites. Public Safety considerations have to be considered when 911 emergency dialing is made from these devices and environments.
   a) Remote Mobility, Softphones, and VPN phones: These devices obtain dial tone from the Headquarters Mitel system. With that said, if a user dials emergency services (911) via these devices, the 911 Public Safety Answering Point (PSAP) will recognize the caller-ID as the Headquarters main address and NOT the remote user's location. It is not recommended that these devices be used for dialing 911 emergency services since they are not physically located at the Headquarters address.
   b) Remote Sites: Remote Sites may or may not have local Public Switched Telephone Network (PSTN) circuits deployed at their location. It is highly recommended that a local backup PSTN circuit be deployed for dialing 911 emergency services. In the event the Remote Site does not have a local backup circuit, the user calling 911 emergency services would have to notify the PSAP of their address of the emergency. Remote Sites without local PSTN will obtain dial tone from the Headquarters system of the main address and NOT of their local address.
   c) Data Center where all the PSTN circuits are installed: With the ability of deploying the Mitel system within a Data Center environment, it is highly recommended that local PSTN circuits be installed on the local premise for dialing 911 emergency services. With all the PSTN circuits residing in a Data Center, the user calling 911 emergency services would have to notify the PSAP of their address of the emergency.

7) Server Warranty & Maintenance:
   (1) Server warranty is provided by the server manufacturer. Servers provided by Mitel as a SBE (Small Business Addition) bundle or DVS are manufactured by Dell. By default, Global servers are provided by Dell unless other manufacturer is specified by client. If another server manufacturer such as HP, etc., then that server will be cover by said server manufacturer. Dell servers come with 3 year Basic hardware only warranty support. Local business hours only Next Business Day (5 x 10). SATA hard drives are only covered for 1 year regardless the length of contract. Global maintenance does not add additional server coverage other than what is provided by the server manufacturer. Dell Servers are covered by Dell's 3-year warranty and should Buyer wish to extend this warranty at the end of the 3-years it is Buyer's responsibility to contact Dell to obtain quotes for to extend this service. Note: Exception to above, The Mitel SBE-100 UC Server 20/25 is covered under Mitel Support plan by Mitel.

8) Travel Expenses: Travel charges may apply for onsite labor required to service System outside a 50 mile radius of the following metro areas: City of Fresno, City of Visalia, City of Bakersfield, City of Los Angeles, and City of Irvine. Travel shall be invoiced at applicable hourly rates.

9) Third Party Product Issues: In the event that product issues assigned to Global are ultimately defined as third party issues or equipment not covered in the Exhibit M, Buyer may be charged an appropriate hourly rate from Global's then current price list for Global's efforts.

10) Time of Coverage: Unless otherwise agreed to in writing and signed by Global and Buyer, the period of support hours are defined as Normal Business Hours.

11) Hardware Updates: In the event Mitel deems it necessary to issue critical Engineering Change Orders, ("ECO's"), Buyer will receive a replacement Mitel switch with those ECO's installed during the term of the agreement. The installation of replacement Mitel switches is not included as part of Basic Support Plan and is the responsibility of the Buyer

12) No Installation or Delay: The Buyer may elect to not install or to delay the installation of Connect System software or ShoreGear updates. If the Buyer elects not to install two successive updates of either hardware or software, Buyer will be subject to an update charge or may incur additional charges for support due to the additional costs associated with supporting older versions of the product.

13) Buyer Responsibilities:
   a) Authorized Contacts: Buyer shall designate specific Authorized Contacts. Buyer shall maintain the responsibility of notifying Global's TAC via written request in the event changes to the Buyer's previously designated Authorized Contacts are required.
   b) On Site Contacts: In situations in which the Buyer has multiple locations, Buyer shall provide at least one individual per location to work with Global personnel to resolve cases if initial efforts to resolve the incident with the Buyer are unsuccessful. These contacts can be system administrators and/or trainers that have received training.
   c) Latest Release: Buyer shall maintain all Mitel hardware and software within two versions of current release level including equipment held as replacement parts. Installation of new software and hardware is the Buyer's responsibility and will be installed in accordance with Mitel's specifications. Installation support for subsequent hardware and software purchases and/or releases are available and are priced separately.
   d) Remote Access: Buyer shall provide Global with remote access to Buyer's network. Global reserves the right to remotely access Buyer's system to a) review the final installation for quality assurance purposes, b) provide remote installation support, c) provide troubleshooting and support tasks, and/or d) for system auditing and license compliance reviews. If Buyer does not elect to provide remote access, Global shall charge Buyer fees for on-site access in accordance with Global's then-current price list.
   e) Onsite Access: Global may utilize certain items of Buyer's equipment and may gain access to certain Buyer facilities. Buyer retains title and ownership in all of Buyer's equipment owned by Buyer and utilized by Global, and must grant authority for Global to access Buyer's facility. Facility access may be denied for any reason at any time, however if access to facilities is denied, Buyer understands that Global may be unable to perform their duties adequately and if such a situation should exist, Global will be held harmless.
   f) Maintenance of Facilities: Buyer shall maintain the switch room, cable plant, Mitel server, including software updates, Buyer PC's, LAN/WAN equipment, telephone sets, and all other third party products or applications. Buyer shall keep the equipment in good working condition and shall provide proper site environment as defined in the product documentation during the continuance of this Agreement. Consumable items such as batteries, wall mount kits and line cords are not covered under this Agreement. Buyer shall maintain all Mitel hardware and software within two versions of current release level including replacement equipment held as replacement parts
   g) System Care: Buyer shall maintain the switch room cable plant, Mitel server, Buyer PC's, LAN/WAN equipment, telephone sets, and all other third party products or applications in good working condition and shall provide proper site environment as defined in the product documentation during the continuance of this Agreement. Buyer shall maintain all Mitel hardware and software within two versions of current release level including Mitel equipment held as replacement parts. Consumable items such as batteries, wall mount kits and line cords are not covered under this Agreement.

14) Confidentiality and Solicitation of Employees:
   a) Global recognizes that in the course of performing Services, it may have access to confidential and proprietary information, and trade secrets concerning Buyer's business and operations, (collectively referred to as "Confidential Information"). Global recognizes that disclosure of the Confidential Information to competitors, non-authorized third parties, or the general public would be detrimental to the Company. Accordingly, Global covenants and agrees with Buyer that it will keep secret and treat confidentially the Confidential Information, and will not disclose any of the Confidential Information to any person or entity nor shall we use the Confidential Information for any purpose other than purposes which serve Buyer.
   b) SOLICITATION OF EMPLOYEES: Buyer acknowledges that Global is involved in a highly strategic and competitive business. Buyer further acknowledges that Buyer would gain substantial benefit and that Global would be deprived of such benefit, if Buyer were to directly hire any personnel employed by Global. Except as otherwise provided by law, Buyer shall not, without the prior written consent of Global, solicit the employment of Global personnel or induce any Global personnel to leave to go to another firm during the term of this Agreement and for a period of two (2) years following the termination or expiration of this Agreement. Buyer agrees that damages to

Global resulting from breach by Buyer of this provision would be impracticable and that it would be extremely difficult to ascertain the actual amount of damages. Therefore, in the event Buyer violates this provision, Buyer shall immediately pay Global an amount equal to US $100,000 as liquidated damages and Global shall have the option to terminate this Agreement without further notice or liability to Buyer. The amount of the liquidated damages reflected herein is not intended as a penalty and is reasonably calculated based upon the projected costs Global would incur to identify, recruit, hire and train suitable replacements for such personnel.

15) Miscellaneous
   a) Governing Law: The laws of the United States and the State of California, without reference to conflict of law principles govern this Agreement. Any dispute between the Buyer and Mitel regarding this Agreement will be subject to the exclusive venue of the state and federal courts in the State of California.
   b) Entire Agreement; Severability. This Agreement is the entire agreement between Buyer and Global with respect to support services provided by Global and supersedes any other verbal or written communications or advertising. If any provision of this Agreement is held invalid, the remainder of this Agreement will continue in full force and effect.
   c) Force Majeure: Global is not liable for any failure or delay in performance due to any cause beyond its control. In any event, if Global's ability to deliver services is impaired by Buyer or circumstances beyond Global's control, Global may terminate this Agreement, in which event, Buyer will receive a refund for any unused portion of the service term for which it had paid.

16) Equipment Warranty:
   a) Global hereby warrants the equipment defined in the Exhibit M against defective parts and workmanship. Global shall use its reasonable, best efforts to provide the support services defined in this Agreement and warrants that such services shall be performed in a professional manner. Global will make available a list of supported hardware platforms, operating systems, database versions, and other third-party software products for covered equipment and this warranty covers only the configurations set forth in the Exhibit M. This warranty is contingent upon Buyer's adherence to these supported configurations and following the proper installation and support practices and procedures in which the System was intended. Global's obligations for breach of any warranty shall be limited to compliance with applicable Exhibit/Exhibit which shall be Buyer's exclusive remedy and Global will not be liable for consequential damages, personal injury, commercial loss or any other matter. All warranties shall be void as to equipment damaged or rendered unserviceable by negligence, misuse, theft, fire, water, electrical power surges, electrical power outages, or acts of God. All warranties shall be void as to equipment stolen or damaged by wiring, repair, relocation or alteration not authorized by Global.
   b) EXCEPT AS EXPRESSLY PROVIDED FOR THIS AGREEMENT, Global MAKES NO WARRANTIES WITH RESPECT TO THE EQUIPMENT, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND Global SPECIFICALLY DISCLAIMES ANY IMPLIED WARRANTY OR CONDITION OF MERHATABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. IN THE EVENT Global BREACHES ANY WARRANTY, BUYER'S EXCLUSIVE REMEDYWILL BE FOR Global TO MAKE ANY NECESSARY EQUIPMENT ADJUSTMENTS, REPAIRS OR PARTS REPALCEMENTS.

17) LIMITATION OF LIABILITY:
   a) IN NO EVENT SHALL GLOBAL'S LIABILITY UNDER, ARISING OUT OF OR RELATING TO ITS SUPPORT PLAN OR THIS AGREEMENT EXCEED THE AMOUNT PAID TO Global BY Buyer FOR THE SERVICES GIVING RISE TO SUCH LIABILITY. IN NO EVENT WILL Global BE LIABLE FOR LOST PROFITS, LOSS OF USE, LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICE, UNAUTHORIZED CALLS THAT MAY BE MADE USING THE SYSTEM AND CHARGED TO THE Buyer, ANY TELEPHONE TOLL FRAUD, OR ANY OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE. Global SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOSS, DAMAGE OR EXPENSE, DIRECTLY OR INDIRECTLY, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING FROM (1) BUYER'S USE OF OR INABILITY TO USE THE EQUIPMENT, EITHER SEPARATELY OR IN COMBINATION WITH ANY OTHER EQUIPMENT, (2) PERSONAL INJURY, LOSS OR DESTRCUTION OF OTHER PROPERTY OR (3) ROUTING OR PROGRAMMING ERRORS OR UNAUTHORIZED TRESPASS OF PROGRAMMING, SOFTWARE AND/OR EQUIPMENT. Global SHALL NOT BE RESPONSIBLE FOR THE PROCUREMENT OF, OR PAYMENT FOR, ANY LICENSES REQUIRED AS A RESULT OF THE USE OF COPYRIGHTED MUSIC ON THE EQUIPMENT. ADDITIONALLY, Global SHALL NOT BE RESPONSIBLE FOR THE PAYMENT OF ANY CHARGES OWED BY BUYER TO ANY COMPANY (1) FOR TERMINATION OF OR FAILURE TO TERMINATE PRE-EXISTING AGREEMENTS OR FOR REMOVAL OF EXISTING EQUIPMENT OR (2) FOR MODEM LINES AND/OR CARRIER SERVICES. THE PARTIES ACKNOWLEDGE THAT THE SUPPORT CHARGES WERE DETERMINED BASED UPON THE FOREGOING LIMITATION OF LIABILITY.

By signing below, you acknowledge and agree that, prior to signing, you read the entire Agreement, consulted with legal counsel of your choice (or had the opportunity to consult with legal counsel of your choice but declined to do so), you are authorized to enter such agreement, and you are willfully bound by all the terms and conditions set forth in this Agreement. Further, by our signature below, we likewise agree to be legally bound by the Agreement and by all the terms and conditions set forth in it.

City of Compton

"Buyer"

Signature

Craig J. Cromwell/City Manager

Printed Name/Title

Date

Global CTI Group, Inc.

"Global"

Signature

Printed Name/Title

Date

City of Compton

"Buyer"

Signature

Damon M. Brown/City Attorney

Printed Name/Title

Date

City of Compton

"Buyer"

Signature

Alita Godwin/City Clerk

Printed Name/Title

Date

Request for Proposal

For:

PBX Replacement with Modern Phone Solution

Proposals Due: April 8, 2021 @ 12:00pm PST

Issued by: City of Compton
205 South Willowbrook Avenue
Compton, CA 90220
www.comptoncity.org
(310) 605-5500

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RFP Instructions

Executive Summary

The bidder must provide a summary of the proposal, highlighting the solution description and outlining the specific benefits to City of Compton.

Business Background

The City of Compton, a municipal corporation of the State of California located at 205 South Willowbrook Avenue, Compton, California 90220. Compton is rapidly emerging as a large industrial center in Los Angeles County for transit and distribution, business services, high technology, home and lifestyle products, metals, financial services, and textile manufacturing. This is an exciting time for Compton. The City is developing a wide range of economic and cultural opportunities that will help to make Compton a prime destination for residents and businesses.

Business Objectives

Replace traditional, legacy phone systems with a new phone system for the entire organization.
Reduce overall telecommunications spend on circuits, long distance, local, and 800 service.
Provide options for seamless as possible failover and failback for inbound and outbound calls for the California locations.
Create an ability to seamlessly grow our add sites as needed.
Establish an avenue for remote work productivity to be maintained.
Network switches should be able to accommodate workstations in a converged network.

Overview of Present Communications Environment

City of Compton currently uses independent installed phone systems across multiple sites. The California offices do use MPLS for voice calls between the sites and are connected at a very basic level. The company uses voice in a traditional manner and should be considered a traditional PBX style environment with modest call center needs. One unique characteristic is that the phone system does include Fire Station components which have a critical uptime need. The details below explain the total device count at this time, the locations involved, the full addresses, and call center agent counts by group.

Totals

Main Lines: 66
Fax Lines: 29
Conference Lines: 7
Standard Users: 209
Unassigned Extensions: 39
Receptionist / Operators: 16
Call Center: 37
Total: 403

Phone Details

Site 1 (City Hall)

- Address: 205 S. Willowbrook Ave. Compton CA 90220
- City Hall
- Main Phone #: 310-605-5500

Departments

- Business License
- Building and Safety
- Channel 36
- City Attorney
- City Clerk
- City Controller
- City Manager
- City Treasurer
- General Services
- Grants Division
- Human Resources
- Information Technology
- Mayor and Council
- Planning
- Public Works: Engineering
- Public Works: Street Maintenance
- Reproduction
- Risk Management
- Water Department

User Allocation

- Main or Department #'s: 29
- Fax Lines: 24
- Call Center Agents: 0
- Receptionist: 14
- Standard Users:110
- Conference Rooms: 6
- Unassigned extensions:28

Networking Information

- Firewall: Cisco
- AT&T 50 Mbps x 50 Mbps fiber
- Cabling and network switches need to be replaced

Site 2 (Local Housing Authority)

- Address: 700 N. Bullis Road Compton, CA 90221
- Local Housing Authority
- Main Phone #: 310-605-3080

Departments

- Local Housing Authority

User Allocation

- Main #: 1
- Fax Lines: 1
- Conference Rooms: 1
- Standard Users: 8
- Unassigned Extensions: 2
- Receptionist: 0
- Call Center Agents: 0

Networking Information

- Site to Site VPN (Cisco)
- AT&T U-Verse 6 Mbps x 6 Mbps
- Cabling and network switches need to be replaced

Site 3 (Community Improvement Services)

- Address: 404 North Alameda St.
- Community Improvement Services
- Main Phone #: 310-605-5689

Departments

- Code Enforcement
- Parking Enforcement
- Security

User Allocation

- Main #: 4
- Fax Lines: 0
- Conference Rooms: 0
- Standard Users: 21
- Unassigned Extensions: 4
- Receptionist: 0
- Call Center Agents: 0

Networking Information

- Firewall: Cisco
- Wireless Point to Point with City Hall
- Spectrum 25 Mbps x 25 Mbps

Site 4 (Dollarhide Community Center)

- Address: 301 N. Tamarind St. Compton, CA 90220
- City of Compton
- Main Phone #: 310-605-5688

Departments

- CareerLink
- Parks and Rec: Senior Services

User Allocation

- Main #: 3
- Fax Lines: 2
- Conference Rooms: 0
- Standard Users: 3
- Unassigned Extensions: 4
- Receptionist: 2
- Call Center Agents: 0

Networking Information

- Wireless Point to Point with City Hall

Site 5 (General Services Maintenance Yard)

- Address: 438 W. Alondra Ave. Compton CA
- General Services Maintenance Yard
- Main Phone #: 310-605-6327

User Allocation

- Main #: 1
- Fax Lines: 1
- Conference Rooms: 0
- Standard Users: 4
- Unassigned Extensions: 0
- Receptionist: 0
- Call Center Agents: 0

Networking Information

- Site to Site VPN (Cisco)
- AT&T 1 Gbps x 1 Gbps

Site 6 (Public Works Yard and Garage)

- Yard Address: 458 N Alameda St
- Garage Address: 459 N Alameda St
- Public Works Yard
- Main Phone #: 310-605-5691

User Allocation

- Main #: 2
- Fax Lines: 1
- Conference Rooms: 0
- Standard Users: 4
- Unassigned Extensions: 0
- Receptionist: 0
- Call Center Agents: 23

Networking Information

- Wireless Point to Point with City Hall
- Spectrum 25 Mbps x 25 Mbps

Site 7 (Water Yard)

- Address: 322 S. Alameda St. Compton CA 90220
- Water Yard
- Water Yard: Pump Shack
- Main Phone #: 310-605-5688

User Allocation

- Main #: 2
- Fax Lines: 1
- Conference Rooms: 0
- Standard Users: 3
- Unassigned Extensions: 0
- Receptionist: 0
- Call Center Agents: 14

Networking Information

- Wireless Point to Point with City Hall

Site 8 - 11 (Fire Stations 1 - 4)

- Fire Station 1 Address: 201 S ACACIA AVE
- Fire Station 2 Address: 1320 E PALMER ST
- Fire Station 3 Address: 1133 W ROSECRANS AVE
- Fire Station 4 Address: 950 W WALNUT ST
- Fire Station 1 Main Phone #: 5670
- Fire Station 2 Main Phone #: 5483/6283
- Fire Station 3 Main Phone #: 5657
- Fire Station 4 Main Phone #: 900-1429/6284

User Allocation

- Main Lines: 8
- Fax Lines: 0
- Conference Rooms: 0
- Standard Users: 59
- Unassigned Extensions: 0
- Receptionist: 0
- Call Center Agents: 0

Networking Information

- Fire Station 1: AT&T MPLS 1.54 Mbps x 1.54 Mbps to City Hall
- Fire Station 2: AT&T MPLS 1.54 Mbps x 1.54 Mbps to City Hall
- Fire Station 3: AT&T MPLS 3 Mbps x 3 Mbps to City Hall
- Fire Station 3: Spectrum 25 Mbps x 25 Mbps
- Fire Station 4: AT&T MPLS 1.54 Mbps x 1.54 Mbps to City Hall

Site 12 - 13 (Kelly, Wilson Park)

- Kelly Park Address: 2319 East Caldwell St.
- Wilson Park Address: 123 N. Rose Ave.
- Kelly Park Main #: 310-900-0242
- Wilson Park Main #: 310-761-1465

User Allocation

- Main Lines: 0
- Fax Lines: 0
- Conference Rooms: 0
- Standard Users: 3
- Unassigned Extensions: 0
- Receptionist: 0
- Call Center Agents: 0

Networking Information

- Firewall: Cisco
- Site to Site VPN (Cisco)
- AT&T 6 Mbps x 6 Mbps

Site 14 - 16 (Gonzales, Burrell MacDonald, Lueders, and Tucker Park)

- Gonzales Park Address: 1101 W. Cressey St.
- Burrell MacDonald Park Address: 2516 West Alondra, Blvd
- Lueders Park Address: 1500 E. Rosecrans Ave
- Tucker Park Address: 560 W. Laurel St.
- Gonzales Park Main #: 310-638-1007
- Burrell MacDonald Park Main #: 310-638-6414
- Lueders Park Main #: 310-761-1472
- Tucker Park Main #: 310-761-1475

User Allocation

- Main Lines: 0
- Fax Lines: 0
- Conference Rooms: 0
- Standard Users: 12
- Unassigned Extensions: 0
- Receptionist: 0
- Call Center Agents: 0

Networking Information

- Current: Stand-alone phone service
- AT&T 6 Mbps x 6 Mbps
- Proposal should include these sites as part of new phone system

Low Voltage and Network Switch Requirements

All sites except Dollarhide Community Center will need to replace the legacy copper cabling with Category 6 cabling.

The network switches for the workstations also will need to be replaced soon and therefore new switching equipment is included with the successful Bidder submittal. The successful Bidder will propose network switches that are Cisco MS225 or comparable:

Managed

48 port PoE+

Stackable (Bidder must include stacking cables/modules)

Site 1 (City Hall)

- Number of floors: 3
- Number of new drops: 150
- Number of ports required for Data and Voice: 288

Site 2 (Local Housing Authority)

- Number of floors: 1
- Number of new drops: 10
- Number of ports required for Data and Voice: 96

Site 3 (Community Improvement Services)

- Number of floors: 1
- Number of new drops: 22
- Number of ports required for Data and Voice: 48

Site 4 (Dollarhide Community Center)

- Number of floors: 1
- Number of phone drops: Cabling is new
- Number of ports required for Data and Voice: Networking equipment is new

Site 5 (General Services Maintenance Yard)

- Number of floors: 1
- Number of phone drops: 5
- Number of ports required for Data and Voice: 8

Site 6 (Public Works Yard and Garage)

- Number of floors: 1
- Number of phone drops: 23
- Number of ports required for Data and Voice: 48

Site 7 (Water Yard)

- Number of floors: 1
- Number of phone drops:17
- Number of ports required for Data and Voice: 24

Site 8 - 11 (Fire Stations 1 - 4)

- Number of sites: 4
- Number of phone drops: 20
- Number of ports required for Data and Voice: 48

Site 12 - 16 (Kelly, Wilson, Gonzales, Burrell MacDonald, Lueders, and Tucker Park)

- Number of sites: 6
- Number of phone drops: 6
- Number of ports required for Data and Voice: 12

Objectives/Scope of Work

City of Compton is interested in replacing its aging current solution of legacy PBX equipment with a more modern system. This solution ultimately may be on-premises, hybrid, or cloud-based. In addition, high quality and measurement to validate the high quality of the voice calls is important to the organization. Ease of maintenance once the system is in place is also important.

Multiple Bids Allowed

Each proposal should be isolated to either cloud, hybrid, or an on-premises solution. If the bidder is interested, they can provide multiple bids, up to one per type of solution. This does not allow multiple bids of the same architecture.

Bidders can provide one cloud, one hybrid, and one on-premises solution. Bidders cannot propose multiple cloud, multiple hybrid, or multiple on-premises solutions.

If the bidder is proposing multiple solutions, each needs to be a separate document and in a separate envelope.

Please label the proposal title with the deployment modality.

Liability and Reserved Rights

This RFP does not commit City of Compton to pay any cost incurred in the preparation or submission of any proposal, or to procure or contract for any services. City of Compton will, at its discretion, award the work to the bidder submitting the best proposal that complies with the RFP. City of Compton may, at its sole discretion, reject any or all proposals received, or waive minor defects, irregularities, or informalities therein.

City of Compton reserves the right to amend this RFP by an addendum issued up to five business days prior to the date set for receipt of proposals. Addenda or amendments will be mailed or emailed to all bidders that have copies of the RFP. If revisions are of such a magnitude to warrant the postponement of the date for receipt of proposals, then an addendum will be issued announcing the new date.

Instructions to Bidder

This section outlines specific instructions for proposal submission. Bidder that does not adhere to these instructions may be subject to disqualification without further consideration.

General Procedures

Issuing Authority

This RFP is issued by City of Compton:

Mario Hernandez, Budget Officer
Office of the City Manager
205 South Willowbrook Avenue
Compton, CA 90220
(310) 605-5585
mhernandez@comptoncity.org

Price Guarantee

Bidder must guarantee its prices not to exceed for a period of four months, beginning on the date of submission of the response to this RFP.

Payment Schedule

Bidder must adhere to the following payment schedule based on deliverables of the project.

- 20% to paid upon delivery, setup, and acceptance by City of Compton of setup within data center/cloud environment. All issues must be resolved within 5 business days post completion of setup/delivery/configuration.
- 20% to be paid upon 5 business days post go-live of first site. In these 5 business days all issues must be resolved with this first site.
- 20% to be paid upon 10 business days post go-live of seventh and eighth sites. In these 10 business days all issues must be resolved with this second site.
- 20% to be paid upon 5 business days post go-live of twelfth site. In these 5 business days all issues must be resolved with this third site.
- 20% to be paid upon 30-calendar days post project completion with no unresolved issues. Last 20% will not be paid until all unresolved issues are resolved to City of Compton's satisfaction.

Preproposal Questions

Bidder must submit questions in email to:

Louis Mendoza, Project Lead
205 South Willowbrook Avenue
Compton, CA 90220
lmendoza@comptoncity.org

All questions must be received by 4/5/2021 to allow for City of Compton's response.

RFP Response Terminology

It is important for bidder to respond in a concise manner to each section of the RFP document.

Indicate the level of compliance with required specifications by replying with the following language:

"Acknowledge" — The bidder has read and understands the information provided; however, no action is required by the bidder.

"Comply" — Bidder meets the specifications.

"Partially comply" — Bidder meets part of the specification; bidder should always explain how, or the deviation from the specification.

"Comply with clarification" — Bidder meets the specification; however, the way the bidder accomplishes this may be different from that specified in the RFP. The bidder should provide clarifying information.

"Exception" — Bidder does not meet the specification. Please provide an alternative solution when possible.

Preparation of Proposals

The RFP sets forth relevant information regarding the detailed and specific information about scope of services, submission requirements and selection procedures. The RFP will be available for pick up at the City Clerk's Office, 205 S. Willowbrook Avenue, Compton, CA 90220 beginning at 8:00 a.m. (PST) on Monday, March 15, 2021 or it may be downloaded from the City's Website at www.comptoncity.org.

Proposal Due Date

Proposals in response to this RFP are due on Thursday, April 8, 2021 and must be received at the City Clerk's Office by 12:00 p.m. (PST). No electronic submissions or facsimile transmissions will be accepted. Qualifications must be submitted in sealed envelopes or boxes. Respondents are advised to carefully review submission instructions contained in this RFP.

The City reserves the right to reject proposals with or without cause for any reason, to waive any irregularities or informalities, and to solicit and re-advertise for other proposals. Incomplete or non-responsive proposals may be rejected by the City as non-responsive. The City reserves the right to reject any proposal for any reason, including, but without limitation, if the Proposer fails to submit any required documentation.

Proposal Format

Proposals should be submitted as three (3) hard copies and one copy on a flash drive. The proposal must be in a sealed envelope.

Proposals that do not follow the RFP's format and content requirements will be subject to rejection without appeal.

Proposal Submittal Closing, Time, and Location

Proposals shall be clearly labeled in a sealed envelope or box and delivered to the address below. Any proposal found ineligible or incomplete shall not be considered for selection. Proposers assume full responsibility for having their proposal deposited at the proper address and no later than the scheduled closing time. Fax or emailed proposals will not be considered. Proposals will not be received after the closing date and time indicated below.

Proposal Labeling: REQUEST FOR PROPOSAL FOR PBX REPLACEMENT WITH MODERN PHONE SOLUTION (Architecture: Cloud-based, Hybrid, or On-premises)

*In the title, include either Cloud, Hybrid, or On-Premises

Submittal Closing: April 8, 2021 at 12:00 p.m., PST

Location: City Clerk, City of Compton, 205 S. Willowbrook Avenue, Compton, CA 90220

Proposal Inclusions

All equipment, accessories, database information, training, software, hardware, labor, and materials must be furnished for the installation in a bill-of-material format. Any additional material or equipment necessary for installation, operation and maintenance of the system(s) not specified or described herein will be deemed to be part of the vendor's proposal.

Terms and Conditions

A. Proposal Preparation Costs. The City is not, shall be deemed, liable for any costs incurred by Proposer in the preparation, submittal, or presentation of their proposals.
B. Reservation of Rights. This RFP does not commit or obligate the City to accept or execute an agreement for any expressed or implied service. The City reserves the right to:
    a. Reject any and all proposals received and to accept or reject any item(s) herein;
    b. Take all proposals under advisement for up to ninety (90) days after opening;
    c. Waive any informality on any proposal;
    d. Be the sole judge of the relative merits of the material mentioned in the respective proposal received;
    e. Request any firm/individual submitting a proposal to clarify its proposal during the selection phase;
    f. Negotiate a final agreement and price with the successful firm providing the best overall value to the City as determined in the City's sole and absolute discretion;
    g. Modify or alter any requirements herein, and issue addenda or amendments to this RFP;
    h. Terminate this RFP process at any time.

Proposal Modification and Withdrawal

Any Proposer may request the withdrawal of tis/his/her submitted proposal by written request at any time prior to the scheduled closing date and time. Upon receiving written request to withdraw the proposal, the City will consider the proposal null and void, and return the proposal to the Proposer. Withdrawal of proposal will not impact Proposers resubmittal for this or any future proposal(s).

Confidentiality

Proposals submitted to City of Compton for consideration will be held in confidence and not made available to other bidders for review or comparison. Proposals submitted, and terms and conditions specified in each vendor's bid response will remain the property of City of Compton.

All information in this RFP is confidential and will not be disclosed to anyone other than those responding to this RFP. The bidder may designate the portions of the proposal that are proprietary in nature, and City of Compton agrees not to disclose those portions except for the purpose of evaluating the proposal.

Calendar of Events

Table 1 reflects the project schedule.

Table 1. Project Schedule

Activity	Primary Responsibility	Date (Date Month Year)
RFP released to bidders	City of Compton	3/15/2021
Provide final questions by deadline	Bidder	4/5/2021
Proposal delivery	Bidder	4/8/2021 by 12:00 p.m. PST
Evaluation	City of Compton	4/8/2021 – 4/26/2021
Staff Recommends to Council	City of Compton	4/27/2021
Final contract signed	Bidder/City of Compton	5/6/2021
Project kickoff	Bidder/City of Compton	5/10/2021
Project target completion	Bidder/City of Compton	8/31/2021

Source: City of Compton

Voice Requirements

With systems that use Internet Protocol (IP) technology, voice traffic is typically carried over a LAN or WAN infrastructure, and call capacity is measured in terms of the bandwidth of the IP channel. Bidder should:

Specify how much bandwidth is required and associated codecs to adequately transmit packetized voice conversations. Table format with options and recommendations for why each would be chosen in each circumstance.

Provide details about call setup time, the architectures of its systems and system families (such as switches, telephony servers and gateways), and the redundancy features of its proposed solutions.

Describe how extremely mobile people would access corporate voice mail and telephony features.

Greetings to be updated by call center supervisors, receptionists, or marketing personnel on-demand if necessary.

Review Appendix B and confirm they meet all the requirements or respond if they cannot and if so which feature or the limitations.

UC Integration

Integration capabilities must include:

Centralized UIs for managing and accessing all UC services, including primary access through a graphical user interface (GUI) or Web client and additional telephony user interface (TUI) and mobile client options for mobile user convenience.

Presence management for user availability and voice across multiple end-user client devices.

User preference-based contact management across an end user's client devices (e.g., the ability for the user to select his or her "preferred device" for routing incoming and outgoing calls).

Support for a single integrated or unified mailbox that supports email, voice mail and fax mail message types.

Integrated audio and Web conferencing services for handling multiparty conferencing requirements in a multisite environment.

Centralized UI for moderating, managing and accessing an end user's conferences via a desktop and Web client.

Integrated UC client launch of preferred third-party Web conferencing service/application.

There are multiple scenarios for using voice in new ways in a UC environment. Bidder must specify if voice call control resides in its own or third-party platforms. List the communications industry standards the proposed solution supports. Provide block diagrams describing UC integration options, such as with:

PBX and IP PBX systems

Voice mail systems

Email systems

Applications that use analog interfaces and devices

Private or public voice networks

Telephony dial plans

Bidder should confirm that the proposed UC solution can support the standard capabilities set forth above and include a brief overview of how the solution meets these requirements. Proof of reliability and availability of high-quality installation and integration services, including project management, training and professional services are essential.

System and User Features for Voice

Bidder should provide a response to each item, and indicate which features are standard and which are extra-cost options. Bidder should describe how the feature is enabled to provide additional context or highlight differentiable capabilities. Bidder must cite any system feature limitations relating to software or interaction with other features.

Bidder should provide a list of features that are included in the proposed voice solution.

System Features for Converged Networking

Bidder should answer these questions:

How will the proposed system interface with established local and long-distance public networks?

What is the system's capability to support trunk aggregation?

How does the system support compatibility with specific Session Initiation Protocol (SIP) trunks at the carrier trunk, system level and the SIP handset level, and for what respective codecs?

What standards and techniques for quality of service (QoS) are supported to ensure acceptable and consistent voice quality over the data network?

How does the system support time-of-day (TOD) routing, which allows the call routing patterns accessed to be changed based on the TOD? How many TOD tables does it support? How many times per day can this occur?

What classes of service and classes of restriction does the system support?

Network Assessment and QoS Requirements

Each Bidder shall define its QoS requirements, specifically:

- Latency Tolerance
- Jitter Tolerance
- Packet-loss Threshold
- DSCP Markings

Failover and failback requirements when voice circuits (e.g., SIP trunks) fail including the time to failover and failback and the time and description of the impact to someone calling into City of Compton and someone making a call outbound from City of Compton.

VLAN Support

At least 2 GigE ports

Bidder should specify what QoS and/or class-of-service parameters will be required in the enterprise communications network to achieve the specified transmission characteristics.

Department Specific Requirements

Bidder must confirm that the proposed solution at a minimum can meet these requirements:

Fire Stations Resiliency

Bidder shall provide their total % uptime SLA

Current Web Sharing/Audio Conferencing Solutions

Bidder shall provide web conferencing (Audio & Video) solution comparable to the City's existing solution
Use Zoom Meetings

Operator / Receptionist Console Requirements

Bidder's solutions shall include the ability to:
Take operator calls across all locations and be able to transfer calls no matter a person resides (home, another office, local office, etc.)
Use of physical sidecars at each site will be required
16 current operators
Need better guidance on using the phone

Minimum Reporting and Auditing Requirements

Bidder's solution shall provide:
Call Logging
Call Duration
Caller Number (initiator and receiver)
Call Logging Archive (minimum of 90 days live with archival over 90 days)

UC Endpoints

Bidder should describe the various telephones, headsets, softphones, and associated station features that are being proposed, and, at a minimum, include:

The variety of telephone set sizes and configurations, especially the number of actual programmable functions available, the mix of line and feature buttons for each instrument style. Types of current handsets that can be reused, and, if applicable, what restrictions this may place on functionality and licenses proposals for mobile and bring your own device (BYOD) programs.

The type of alphanumeric displays available with the proposed telephone sets, color of display, and their display resolution.

The proposed configuration of IP handsets or multibuttoned telephone sets to replace established multibuttoned positions, and whether soft or hard labeling of user templates is required.

Power requirements of IP phones and support for PoE and describe the energy-saving techniques available.

UC Soft Clients

Bidder should describe the desktop, Web and mobile clients and tablets, as well as softphones and dashboards proposed that provide a single interface to many or all communication functions. Include communication modes and devices, collaboration and business applications, integrated presence, use of SIP-compliant trunks and devices, and LDAP, as well as compliance, security, mobility, and extensibility.

UC soft client capabilities must meet the following minimum requirements:

- Customizable GUI
- Call control features (e.g., hold, transfer, message waiting indication [MWI])
- Dialing via the keypad, address books, call lists, using drag/drop or copy/paste
- LDAP integration
- Call lists (missed calls, received calls, attempted calls)
- Post connect dual-tone multifrequency (DTMF) dialing
- Access to online help
- Video support

Bidder should confirm compliance with the requirements and describe soft-client capabilities, including, but not limited to, mobility, call handling features and video support. Provide graphics, where applicable, depicting the GUI. Also, provide the minimum customer-provided PC requirements for supporting the SIP softphone.

Analog Devices

The proposed configuration should support any required analog devices, DTMF, fax and/or modems. Bidder should describe how these devices, which include analog phones, connect to the system, as well as the distance limitations.

Voicemail and Unified Messaging

If you need to consider more detailed requirements than those listed below, then see Appendix C for some traditional features. However, as UC transforms the way that people communicate and how systems are managed, this list will change to include new features, while older features become outmoded. Basic requirements are:

- Out-of-office reply options
- Auto attendant
- Multilingual capabilities
- Message waiting indication
- Web-based messaging features
- Integration capabilities with enterprise-based or hosted email applications, such as Microsoft Office/Office 365
- Mobility options for devices and message send/listen
- Message broadcast capabilities
- Message classification options that protect confidentiality and limit distribution
- Scalability of proposed solution
- Business continuity options
- Personal UI tools and capabilities
- Message storage and archiving capabilities
- Infrastructure design and upgrade requirements
- Features that support compliance
- System maintenance and support features

System Redundancy, Reliability and Survivability

Bidder should define the reliability, redundancy or duplication and survivability options it offers that support the ability to configure systems to appropriate levels of resiliency for the following options:

- Redundancy within a site
- Redundancy and hot failover at an alternate site
- Redundancy and warm (manual intervention) or cold (date restoration and system configuration) failover at an alternate site
- Automatic data and content backup and restoration at a local or remote site

Bidder should also describe:

- The connectivity, and how access to the solution is accomplished in the event of partial or full system failure of the solution
- How the redundancy, reliability and survivability are affected with system growth
- Backup power for the system or phantom power to handset

Standards

Bidder must:

- Specify the various standards supported by its solutions.
- Explain whether the system provides industry-standard APIs.

System Networking

Bidder should describe:

- Differences in network integration between local and remote users
- How the solution is centralized or decentralized
- Any messaging feature/functionality that does not carry through the network
- Options for networking this solution with other systems
- The reroute/backup plan incorporated into its design in the event of a network failure
- Any limitations on the number of networked users
- How remote and main-site messaging users can be part of the same "logical network" as related to applications

System Security

The proposed system must provide for secure, encrypted communications between endpoints for peer-to-peer communications, and between endpoints and servers for all other communications. Signaling channels and media streams must be secured. The response must address the methods used for securing this communications function.

Users of the system from outside the enterprise premises (i.e., outside the enterprise firewalls) must have the ability to maintain the security of the communications signaling and media streams. Securing the communications should not require additional hardware or software elements (such as VPNs) to create and maintain the secure communications channels.

Bidder should describe the:

- System security measures in place with solutions
- Access entry security for system administrators
- Access entry security for users
- Security associated with accessing databases and other files
- System diagnostics and alarms
- Tools available for security monitoring
- Method of notification for security violations

System security must include:

- Use of a dedicated virtual LAN (VLAN) segment for voice
- No split tunneling for voice over the VPN
- Effective encryption over VPN
- Firewall protection at the application layer

Protection from unauthorized access

User authentication

Protection from unauthorized use

Protection from unauthorized invasion of privacy during calls

Protection from voice spam

Protection from denial-of-service attacks

System Management

System management requirements of the proposed solution are described in the sections that follow.

Overall System Management

Bidder should confirm that the proposed management solution supports the basic fault management functions listed and should describe fault management capabilities. Also, describe methods and procedures used to detect troubles and component failures in the proposed system, as well as alarm monitoring and diagnostic tools provided by the proposed system.

The system management solution must meet the following minimum requirements:

The system management tool must provide maximum flexibility for rapid, efficient, and cost-effective configuration changes to the VoIP solution through a standard browser-based interface (including, but not limited to, format screens, pull-down menus, valid entry choices, online help, and templates).

Administration, system monitoring, diagnostic and maintenance operations for all locations must be supported using a centrally located server(s) with distributed client workstations. Simultaneous access from multiple locations by multiple users must be supported.

Ability to access remotely so someone can be on standby.

Moves, adds and changes must be implemented transparently across all locations.

Online system administration must not disrupt service. The telephone system must remain operational during backups, updates, and upgrades.

The solution must support strong security features (including, but not limited to, password attribute customization, authentication logging, audit logs and multilevel authorization access).

Support open protocols, including SNMPv3, SOAP, XML and HTML.

Support centralized provisioning, maintenance and troubleshooting.

Offer a single administrative point that is simple, intuitive, and consistent across all systems and applications.

Bidder should include a brief overview of the proposed management solution, including:

Overall capabilities, briefly addressing how the management solution meets the minimum requirements set forth above.

Major hardware and software components and any customer-provided server and client PC requirements.

Whether the software to support the functionality is included in the overall system price or provided at an additional charge.

Configuration Management Tools

The vendor's proposed integrated configuration management tools should include, but not be limited to:

- Station user moves, adds and changes
- Call restriction assignments
- Class-of-service definitions and assignments
- Dial plan and routing parameters
- Call admission control (CAC) parameters
- Trunk group definitions and individual trunk circuit programming
- Trunking gateways
- Media and voice conferencing servers

City of Compton recognizes that the bidder may not have native solutions for these requirements and may require partnering with third parties to support these capabilities.

Automated Functions

Bidder should describe any automated functions that allow a deployed SIP device to autoconfigure from a centralized server. Also describe mass-provisioning capabilities, including capabilities related to users and endpoints.

On-Site Remote Location Administration

Bidder should describe any services that must be administered locally or from a remote site.

Online Data Availability

Is the online data readily available for viewing by the system administrator? If so, how does it work?

Licensing Management

The licensing for the system should be fixed (i.e., the total number of devices that can concurrently place/receive calls is determined by the total number of dynamic licenses purchased). Licenses should be supported by the proposed system and used anywhere in the enterprise. Confirm compliance and describe any licensing management capabilities provided with the proposed management solution.

Basic Performance Management

The goal of performance management is to collect, analyze and report on a variety of system operations. The vendor's proposed management solution must support centralized performance management to include, but not limited to:

- A traffic tool providing graphical and numerical data for call attempts, traffic load, incoming/outgoing calls and busy-hour call completion (BHCC) for selected periods
- Traffic measurements (statistics and counters) on business groups call usage and patterns, feature usage, hunt groups and CAC
- Should provide MOSS score in near real-time for calls or at a minimum be able to report on MOSS scores of all calls.

Bidder should confirm that the proposed management solution supports the basic performance management functions listed and should describe performance management capabilities.

Security

Security features of the management solution must include, at a minimum, password requirements with configurable parameters, access authorization levels, authentication, secure access, logging activities and backup/restore and patching/update capabilities. Bidder should confirm compliance and describe security features of the proposed management solution as requested below.

Passwords and Access Authorization Levels

Bidder must describe the administrative user access levels of various capabilities to restrict administration access and the flexible password configuration parameters (e.g., password length, aging, complexity).

Secure Access

Bidder must describe the mechanisms utilized to ensure secure access to the management solution, including authentication, secure Web capabilities, session/history logs for access and changes, invalid access attempt settings, tracking and lockout capabilities.

Backup, Recovery and Updates

Bidder must describe the mechanisms supporting backup, recovery, and update activities. The system must remain operational during backups, recovery, and updates. Describe how this is accomplished. Specify the process to support software release version control, as well as to support the ability to undo a configuration change if it becomes necessary to determine the cause of a problem with the functioning of some other UC component.

Bidder Design Summary

Bidder must provide one or more illustrations showing all physical distribution of the software modules on servers, routers, appliances, etc., by location and geography, as appropriate.

Network Diagrams

Bidder should provide one or more (as needed) illustrations showing the network topology and connectivity of the solution for:

- Specific network elements included in the RFP
- Interoperation with existing or prerequisite network elements
- Interoperation with external networks (PSTN, Internet, cellular, WLAN/WAN, etc.)

Physical Requirements

Bidder should specify:

- Floor space to support the proposed solution
- Floor-loading requirements
- Raised-floor requirements
- Minimum ceiling height

(A diagram is optional.)

Environmental Requirements

Bidder should specify:

- System power circuit breaker panel location
- Lighting requirements

Long- and short-term environmental ranges that the system can tolerate, including the:

Desirable temperature range

Desirable humidity range

Heat dissipation of the system at maximum configuration in British thermal units (BTUs) per hour

Power Requirements

Bidder should specify:

Voltage and phase parameters of the main components, such as servers and gateways

Circuit breaker panel requirements relative to the number of circuits and amperage ratings

Recommendations for reserve power requirements in stand-by hours and battery capacity (ampere-hours), if an uninterruptible power supply (UPS) is proposed

PoE requirements for handsets

Centralized and local power and cooling requirements

Pricing Estimate

Provide a completed Appendix D

Bidder should specify the Non-Recurring Costs associated with:

Infrastructure hardware

Phone hardware

Infrastructure Software

User Software

Calling rates

Add on features

Labor

Low voltage materials

Bidder should specify the Recurring Costs associated with:

Infrastructure hardware

Phone hardware

Infrastructure Software

User Software

Calling rates

Add on features

Any other costs for implementation or ongoing support / maintenance

Warranty, Maintenance and Training

After the warranty period, the successful bidder will be required to service, maintain, and provide training support for the entire working life of the proposed system.

Warranty

Bidder should specify the warranty periods for all solution hardware, as well as the software associated with running the proposed systems and applications.

Maintenance

The bidder must quote maintenance on a contractual basis — indicating the annual fixed maintenance rate after warranty expiration, including the rate for the next three years. The quotes for system maintenance options should include annual hardware and software support, software upgrades and remote monitoring.

The bidder should be able to support an emergency response time of no more than two hours, 24/7. City of Compton will be able to choose different service levels for different locations. For instance, branch locations and headquarters may need different service levels.

Bidder should:

- Describe committed response times and mean time to repair (MTTR) by type of service disruption.
- Provide a copy of normal maintenance escalation procedures and include communications with affected parties — with names and contact details of all parties affected.
- Provide an emergency contact number if normal channels of fault-reporting communications fail. Describe how that emergency contact number will be answered and by whom:
  - Are there any times or restrictions by day, week, or month on this service?
  - What information will those answering a call have available?
  - Will they have specific information on the system being proposed for the organization?
- Describe the procedures for software updates and upgrades; detail what, if any, costs would be associated with upgrades.
- Define major and minor alarm conditions, and how the system responds to each circumstance.
- Describe the capabilities for remotely monitoring the system.
- Describe the capabilities for automatically reporting fault conditions, both to organizational and supplier personnel.
- Describe supporting tools, such as expert systems, used to assist in problem diagnosis and service restoration.
- Indicate where the local and regional parts depots are located.
- Provide an inventory of all spare parts, including pricing that will need to be maintained in on-site inventory.

Training

The successful bidder will be required to provide online or on-site training and train-the-trainer sessions to users and system management communities. If training costs are not included as part of the system pricing response, then the bidder must provide those costs along with a detailed training schedule. The schedule should denote class sizes, length of a typical training session and how one-on-one executive training will be organized. Pricing for alternate modes of training delivery is also required.

Emergency Response

The bidder must provide a detailed in-place plan to restore service if the system is rendered totally inoperative because of a major malfunction or catastrophe. The bidder must specify the maximum time to provide limited service. In the event of a major system failure, a replacement system must be made available. The bidder must state where the replacement system is located and the time that will be required to restore full service.

Furthermore, the bidder should recommend installing telephones within the organization to be connected directly to the PSTN so that emergency communications will be possible in the event of a total system failure.

Bidder should recommend vendor approved backup strategy to restore services if necessary.

Implementation

Bidder should describe how it will manage the implementation project, stating who will provide the necessary resources, and who will pay for them.

Bidder must provide an implementation plan that includes:

- Project stages and milestones
- Resources required
- Responsibilities of each of the parties
- Sources and skills required of the project manager
- Sources and skills required of other resources, and who will pay for them
- Integration with other telephony systems and other applications
- Communication processes for reporting the project's progress
- Recommendations for briefing the project manager, and possibly the organization's working party or steering committee members
- Training schedule by type of audience
- Fallback plans

System Pricing and Licensing

Bidder should describe the system and user application licensing model for the proposed solution and provide a table or spreadsheet in editable electronic format with all pricing information showing line-item detail for any item that has a separate price, even if the item is sold as part of a bundle. Column headings should reflect:

- Item description
- List price
- Discount amount
- Net unit price
- Quantity
- Total net price

Bidder should provide pricing for the following components:

- Voice
- Standard features
- Optional features
- Data network upgrades, including PoE
- Field system design
- Installation and cabling
- Database development
- Software
- Documentation
- Training
- Delivery costs
- Project management costs
- Applicable taxes

Incremental Costs

- Adding 5 IP telephones to the base configuration. This information must include which major hardware and software components would be reused, as well as those that would not be reused.

Bidder must provide precutover and postcutover unit prices and the associated labor costs on principal system components, such as line and trunk cards and station equipment.

Finance

Leasing options will not be considered.

Required Contract Terms and Conditions

Bidder should expect a contract to be signed and agreed to. Some terms and conditions below will apply as outlined below.

Insurance Requirement

The proposer shall, at its own expense, procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the consultants, its agent, representatives, employees, or subcontractors. Proposer shall also require all of its subcontractors assigned to provide services to procure and maintain the same insurance requirement for the duration of the Agreement. Specific requirements are as follows:

- General Liability Insurance of at least $1,00,00.00 per occurrence and $2,00,000.00 general aggregate liability.
- Automobile Liability Insurance of at least $1,000,000.00 per accident Combined Single Limit (CSL);
- Worker's Compensation Insurance of at least $1,000,000.00 per claim:

Business License

The professional provider, and any sub-consultant(s), shall obtain a valid City Business License on or before their commencement of work.

Public Record

Be advised that all information contained in proposal submitted in response to this solicitation shall become a matter of public record upon contract award., and made available upon request, unless otherwise marked. The Proposer must identify, in writing, all copyrighted material, trade secrets or other proprietary information the Proposer claims are exempt from disclosure pursuant to the California Public Records Act. The Proposer who claims such an exemption must also state in the proposal that: "The Proposer agrees to indemnify and hold harmless the City and its officers, employees and agents from any claims, liability or damages against the City and to defend any actions brought against the City for its refusal to disclose such material, trade secrets or other proprietary information to any party."

Bidder Qualifications

Company History

The bidder must provide:

A brief description of its company.

A description of its experience in providing communication systems.

Name of the manufacturer of the proposed system.

Name/location of a technical support center that provides remote maintenance.

A list of other types of customer support available from the technical support center, where this support is located, and if the source of support changes as the time changes throughout the day.

Options for emergency service, on-site in Los Angeles, CA.

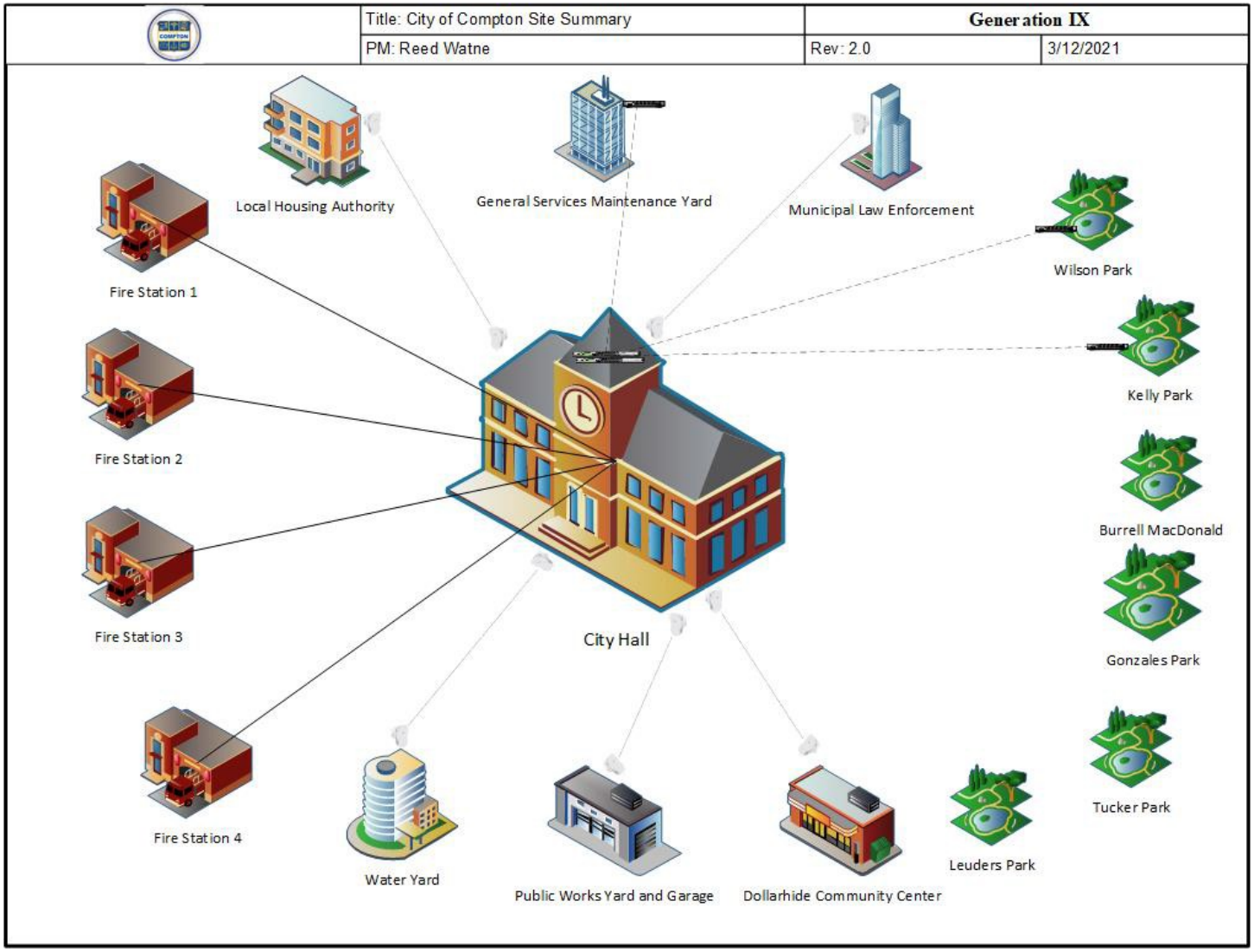
Responsibility for Proposed System Implementation

The bidder must include a statement describing the terms of the agreement with the manufacturer(s) of the proposed solutions. The statement must define the distributor's authorized territory, note the current contract expiration date, and include a statement from the manufacturer agreeing to support the product, the distributor, and the buyer for a minimum of seven years.

If the bid is from more than one party, such as a combined proposal from a manufacturer and a distributor or system integrator, then the accountabilities of each party must be spelled out clearly. The prime contractor and the account management structure proposed must be acceptable to the customer.

Appendix A: Site Summary with WAN Connectivity

Below shows the various connections, MPLS, VPN Site to Site, and Wireless Point to Point



Appendix B: Voice Features

Speed dialing or abbreviated dialing

Automatic callback

Automatic callback message

Call forwarding/call coverage

Caller ID

Call pickup

Conferencing

Hunting

Integrated directory

Intercom

Last number dialed

Music on hold

Night service; auto attendant

Paging

Ringing pattern

Station lock

Telecommuting/remote user/softphone features

Speech recognition

Integrated voice response (IVR)

Computer-telephony integration (CTI)

Emergency notification (e.g., E-911) capabilities

Appendix C: Voice Mail Features

- Automated attendant capabilities
- Caller options
- Support for multilingual capabilities and multiple time zones
- Broadcast message options
- Login announcement options
- User messages storage and delete options
- User greeting options
- Message creation and addressing capabilities
- Dial-by-name feature
- Mailing list options for users and system administrators
- Choices for message delivery markings
- User message notification options
- Message retrieval options
- Fax messaging capabilities
- User mailbox security options
- System security capabilities
- Mailbox system administration capabilities
- System diagnostics and alarms capabilities
- System management reports capabilities
- Integration between the IP PBX, voice messaging system and email application
- Methods of user message waiting notification
- Proposed and future mailbox capacity
- SMS integration

Appendix D: Pricing Matrix

List out all Recurring and Non-Recurring costs associated with the proposed solution. This table can be done in excel.

Table 2. Non-Recurring and Recurring Costs

Category	Description	Monthly Charge	Non-Recurring Charge
Example: Handset	Polycom VVX 45	$0	$175

Source: City of Compton (March 2021)

Section 7 Pricing Matrix

Voice Solution - Standard Recurring Pricing (Monthly)

Component	Category	Description	Qty	List	Unit Cost	Discount	Total Cost
Voice	User Software	CONNECT Essential License	318	$ 19.99	$ 10.99	45.0%	$3,494.82
Voice	User Software	ENGAGE Advance License	37	$ 84.99	$ 54.00	36.5%	$1,998.00
Voice	User Software	Fax Resource License	30	$ 9.99	$ 5.67	43.2%	$170.10
Voice	User Software	UNIVERGE Resource License	7	$ 9.99	$ 5.67	43.2%	$39.69
Applicable Taxes	User Software	Taxes and Fees					$2,248.78
						Total Standard Recurring Pricing	**$7,951.39**

Voice Solution - Standard Non-Recurring

Component	Category	Description	Qty	List	Unit Cost	Discount	Total Cost
Voice	Infrastructure Software	Local Number Port Fee	300	$ 9.99	$ 5.74	42.5%	$ 1,722.00
Voice	Infrastructure Software	ENGAGE Activation Fee	37	$ 84.99	$ 84.99	0.0%	$ 3,144.63
Voice	Phone Hardware	Polycom VVX450 Business IP Phone (Included)	318	$ 250.00	INCLUDED	100.0%	Included
Voice	Phone Hardware	Fax Adaptor	30	$ 100.00	$ 93.15	6.8%	$ 2,794.50
Voice	Phone Hardware	Polycom VVXEM50 Expansion Module	16	$ 229.99	$ 214.99	6.5%	$ 3,439.84
Applicable Taxes	Phone Hardware	Hardware Taxes	1		$ 954.68		$ 954.68
Delivery Cost	Phone Hardware	Shipping	1		$ 487.29		$ 487.29
Voice	Labor	DTC Professional Services	1	$ 35,000.00	$ 7,500.00	78.6%	$7,500.00
						Total Standard Non-Recurring Pricing	**$ 20,042.94**

Voice Solution - Optional Pricing

Recurring billing is monthly.

Billing	Component	Category	Description	Qty	List	Unit Cost	Discount
Recurring	Voice	User Software	CONNECT Pro License	1	$ 24.99	$ 19.99	20.0%
Non-Recurring	Voice	Infrastructure Software	Toll-free Port Fee	1	$ 19.99	$ 18.90	5.5%
Non-Recurring	Voice	Phone Hardware	Polycom VVX450 Wall Mount Kit	1	$ 59.99	$ 38.99	35.0%
Recurring	Voice	Infrastructure Software	Paging Resource	1	$ 9.99	$ 5.74	42.5%
Non-Recurring	Voice	Infrastructure Hardware	Paging Adaptor	1	$ 100.00	$ 93.15	6.8%

Low Voltage - Standard Non-Recurring Pricing

Component	Category	Description	Qty	Unit Cost	Total Cost
Cabling	Low Voltage Materials	BELDEN KeyConnect Faceplates 2-Port white	253	$2.60	$657.80
Cabling	Low Voltage Materials	BELDEN CAT6+ Modular Jack, RJ45, KeyConnect style, Dark Blue	253	$6.25	$1,581.25
Cabling	Low Voltage Materials	6 PORT CAT6 PATCH BOX	10	$26.25	$262.50
Cabling	Low Voltage Materials	BELDEN PATCH PANEL 24 PORT AX103253	5	$210.42	$1,052.10
Cabling	Low Voltage Materials	BELDEN CAT6E 48 PORT PATCH PANEL	4	$264.74	$1,058.96
Cabling	Low Voltage Materials	BELDEN 4 PAIR CAT6 PLENUM BLUE (2413D15U1000)	40,000	$0.31	$12,400.00
Cabling	Low Voltage Materials	ALL THREAD 1/4 inch per foot	450	$0.56	$253.58
Cabling	Low Voltage Materials	J HOOK (MEDUIM) TO 1/4 ROD	325	$5.65	$1,836.25
Cabling	Low Voltage Materials	Miscellaneous Installation Materials (Hilti Sleeves,Pullstring, Ceiling Hardware ETC..)	1	$3,000.00	$3,000.00
Cabling	Labor	DTC Professional Services	1	$47,500.00	$47,500.00
	Taxes	Taxes and Fees			$2,265.50
Total Standard Cost for Low Voltage Installation					**$71,867.94**

Data Switches - Standard Non- Recurring Pricing

Component	Category	Description	Qty	Unit Cost	Total Cost
Data Network	Infrastructure Hardware	OS6360-P48X GigE fixed chassis 48 RJ-45 PoE 10/100/1G BaseT 2 fixed RJ45/SFP combo (1G/10G) 2 fixed SFP+ (1G) uplink or 10G stacking ports. 1RU size	23	$1,968.03	$45,264.69
Data Network	Infrastructure Hardware	3YR SUPPORT Software	23	$85.66	$1,970.18
Data Network	Labor	DTC Professional Services			$1,500.00
Applicable Taxes		Taxes and Fees			$4,841.83
				Total for Standard Non-Recurring Data Switch Installation	**$53,576.70**

Data Switches – OPTION Refurbished Cisco Pricing

Component	Category	Description	Qty	Unit Cost	Total Cost
Data Network	Infrastructure Hardware	Cisco Catalyst 3850	23	$1,650.00	$37,950.00
Data Network	Infrastructure Hardware	Catalyst 3850 4 x10GE	23	$990.00	$22,770.00
Data Network	Infrastructure Hardware	1100W AC Config	23	$302.50	$6,957.50
Data Network	Infrastructure Hardware	GE SFP LC Connector SX Transceiver	17	$44.00	$748.00
Data Network	Labor	DTC Professional Services	1		$4,085.95
Applicable Taxes	Taxes	Taxes and Fees			$7,013.61
				Total for Option Non-Recurring Cisco Switch Installation	**$79,525.06**

4.1.2 Pricing

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

City of Compton PBX Replacement GO6841

Address	Service	Quantity	Activation Fee	Line Charge	NAC	LNP	ARC	Unit MRC	Total MRC	**Total 1 Year Price**
City of Compton	Call Paths	69	$0.00	$0.50	$0.00	$0.00	$0.00	$0.50	$34.50	**$414.00**
	Business Seats	262	$0.00	$7.99	$6.00	$0.00	$0.00	$13.99	$3,665.38	**$43,984.56**
	Base Seats	7	$0.00	$6.99	$6.00	$0.00	$0.00	$12.99	$90.93	**$1,091.16**
	VVX250	262	$0.00	$8.99	$0.00	$0.00	$0.00	$8.99	$2,355.38	**$28,264.56**
	VVX450	16	$0.00	$13.99	$0.00	$0.00	$0.00	$13.99	$223.84	**$2,686.08**
	BLF sidecar	16	$0.00	$6.49	$0.00	$0.00	$0.00	$6.49	$103.84	**$1,246.08**
	Trio 8500	7	$0.00	$39.99	$0.00	$0.00	$0.00	$39.99	$279.93	**$3,359.16**
	DIDs	39	$0.00	$0.26	$0.00	$0.00	$0.00	$0.26	$10.14	**$121.68**
	Call Center- Silver	37	$0.00	$54.99	$0.00	$0.00	$0.00	$54.99	$2,034.63	**$24,415.56**
	Hosted Voice	32	$0.00	$5.99	$6.00	$0.00	$0.00	$11.99	$383.68	**$4,604.16**
	Global Meet Conferencing Audio and Web 125 (unlimited)	1	$0.00	$18.99	$0.00	$0.00	$0.00	$18.99	$18.99	**$227.88**
	Adtran 924	1	$0.00	$179.99	$0.00	$0.00	$0.00	$179.99	$179.99	**$2,159.88**
	Polycom OBi300	8	$0.00	$3.99	$0.00	$0.00	$0.00	$3.99	$31.92	**$383.04**
	MS225-48LP-HW	12	$0.00	$325.00	$0.00	$0.00	$0.00	$325.00	$3,900.00	**$46,800.00**
	MA-CBL-40G-3M Meraki Stacking Cable, 3 Meter	12	$0.00	$19.99	$0.00	$0.00	$0.00	$19.99	$239.88	**$2,878.56**
	Netgear FS108 ProSAFE 10/100 Desktop Switch	3	$0.00	$16.99	$0.00	$0.00	$0.00	$16.99	$50.97	**$611.64**
	FG-60E-BDL-950-12	2	$0.00	$74.99	$0.00	$0.00	$0.00	$74.99	$149.98	**$1,799.76**

4.2 CABLING

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

A NETWORK INTEGRATION SOLUTION

Network Cabling | Technology Deployments | VoIP | WiFi | On Premise Phone Systems | Maintenance | Projects

Solution

After completing an onsite assessment, Granite engineers have evaluated the site conditions and drafted the solution below for your consideration. Upon acceptance, your dedicated Granite Project Manager takes on the responsibility of delivering a complete solution on time, within budget and to your specifications & standards. In addition to providing status updates throughout the life of the project, your dedicated Project Manager will schedule a closeout call to review thoughts and ideas on how to further improve on the partnership

	QTY	PART#	DESCRIPTION	UNIT INSTALL	EXTENDED INSTALL
SITE 1: CITY HALL	1	ADTRAN 924	GATEWAY	$ 113.00	$ 113.00
	14	VVX450	RECEPT IP PHONE	$ 35.00	$ 490.00
	14		BLF SIDE CAR	$ 35.00	$ 490.00
	110	VVX250	IP PHONE	$ 35.00	$ 3,850.00
	6	TRIO 8500	IP CONF PHONE	$ 35.00	$ 210.00
	1	FG-60E-BDL-950-12	FIREWALL	$ 113.00	$ 113.00
	6	MERAKI MS225	SWITCH	$ 113.00	$ 678.00
					$ -
	150		CAT6 4 PAIR PLENUM CABLE X 250 FT	$ 404.00	$ 60,600.00
	4		48 PORT CAT 6 PATCH PANEL	$ 347.00	$ 1,388.00
					$ -
SITE 2: LOCAL HOUSING AUTH	1	OBI300	ATA	$ 221.00	$ 221.00
	1	TRIO 8500	IP CONF PHONE	$ 35.00	$ 35.00
	8	VVX250	IP PHONE	$ 35.00	$ 280.00
	2	MERAKI MS225	SWITCH	$ 113.00	$ 226.00
					$ -
	10		CAT6 4 PAIR PLENUM CABLE X 250 FT	$ 404.00	$ 4,040.00
	1		24 PORT CAT 6 PATCH PANEL	$ 178.00	$ 178.00
					$ -
SITE 3:COMMUNITY					

IMPROVEMENT CTR	21	VVX250	IP PHONE	$ 35.00	$ 735.00
	1	FG-60E-BDL-950-12	FIREWALL	$ 113.00	$ 113.00
	1	MERAKI MS225	SWITCH	$ 113.00	$ 113.00
					$ -
	22		CAT6 4 PAIR PLENUM CABLE X 250 FT	$ 404.00	$ 8,888.00
	1		48 PORT CAT 6 PATCH PANEL	$ 347.00	$ 347.00
					$ -
SITE 4:DOLLARHIDE COMMUNITY CTR	2	OBI300	ATA	$ 221.00	$ 442.00
	3	VVX250	IP PHONE	$ 35.00	$ 105.00
	2	VVX450	RECEPT IP PHONE	$ 35.00	$ 70.00
	2		BLF SIDE CAR	$ 35.00	$ 70.00
					$ -
			CABLING/NETWORK GEAR ALREADY NEW		$ -
					$ -
SITE 5: GENERAL SERVICE MAINT. YARD	1	OBI300	ATA	$ 221.00	$ 221.00
	4	VVX250	IP PHONE	$ 35.00	$ 140.00
	1	FS108 PROSAFE	10/100 DESKTOP SWITCH	$ 113.00	$ 113.00
					$ -
	5		CAT6 4 PAIR PLENUM CABLE X 250 FT	$ 404.00	$ 2,020.00
	1		24 PORT CAT 6 PATCH PANEL	$ 178.00	$ 178.00
					$ -
SITE 6: PUBLIC WORKS YARD AND GARAGE	1	OBI300	ATA	$ 221.00	$ 221.00
	4	VVX250	IP PHONE	$ 35.00	$ 140.00
	23		CALL CENTER AGENTS		$ -
	1	MERAKI MS225	SWITCH	$ 113.00	$ 113.00
					$ -
	23		CAT6 4 PAIR PLENUM CABLE X 250 FT	$ 404.00	$ 9,292.00
	1		24 PORT CAT 6 PATCH PANEL	$ 178.00	$ 178.00
					$ -

SITE 7: WATER YARD	1	OBI300	ATA	$ 221.00	$ 221.00
	3	VVX250	IP PHONE	$ 35.00	$ 105.00
	14		CALL CENTER AGENTS		$ -
	1	MERAKI MS225	SWITCH	$ 113.00	$ 113.00
					$ -
	17		CAT6 4 PAIR PLENUM CABLE X 250 FT	$ 404.00	$ 6,868.00
	1		24 PORT CAT 6 PATCH PANEL	$ 178.00	$ 178.00
					$ -
SITES 8-11: FIRE STATIONS 1-4	59	VVX250	IP PHONE	$ 35.00	$ 2,065.00
	1	MERAKI MS225	SWITCH	$ 113.00	$ 113.00
					$ -
	20		CAT6 4 PAIR PLENUM CABLE X 250 FT	$ 404.00	$ 8,080.00
	4		24 PORT CAT 6 PATCH PANEL	$ 178.00	$ 712.00
					$ -
SITES 12-13: KELLY, WILSON PARK	3	VVX250	IP PHONE	$ 35.00	$ 105.00
	1	FG-60E-BDL-950-12	FIREWALL	$ 113.00	$ 113.00
	1	FS108 PROSAFE	10/100 DESKTOP SWITCH	$ 113.00	$ 113.00
					$ -
			NO CABLING		$ -
					$ -
SITES 14-17: GONZALES, BURRELL MACDONALD, LUEDERS AND TUCKER PARK	12	VVX250	IP PHONE	$ 35.00	$ 420.00
	2	FS108 PROSAFE	10/100 DESKTOP SWITCH	$ 113.00	$ 226.00
					$ -
	6		CAT6 4 PAIR PLENUM CABLE X 250 FT	$ 404.00	$ 2,424.00
					$ 118,267.00
	19		Trip Charge/Dispatch - Up to 50 Miles	$ 72.00	$ 1,368.00
			TOTAL		$ 119,635.00

VoIP System Options Comparison

INTELESYS
IT for Public Sector

	MiVoice Connect Premise - Current Dial Tone	MiVoice Connect Premise - SIP Dial Tone	MiVoice Connect Cloud
Cost Summary - Valid for 120 days after issuance			
One Time Hardware Costs	$135,948.57	$135,948.57	$0.00
Installation / Setup Costs	$34,775.00	$34,775.00	$11,483.00
Sales Tax	$8,684.43	$8,684.43	$0.00
Total One Time Costs	**$179,408.00**	**$179,408.00**	**$11,483.00**
Annual Support Costs	$14,286.00	$14,286.00	$0.00
Monthly "As a Service" Cost	$0.00	$0.00	$4,768.55
Estimated Dial Tone Costs (For accurate numbers please submit recent copy of phone bills)	$1,500.00	$886.00	Included
Recommended Dial Tone Source [1]	PRI	SIP / Analog	Hosted
Calling Costs (Except International and toll free)	$385.00	Included	Included
Regulatory and Use Tax estimate	$330.00	$159.48	$1,001.40
Total Annual Operating Costs	**$40,866.00**	**$26,831.76**	**$69,239.35**
Contract Term in Months	12	36	36
5 Year Cost of Ownership	**$383,738.00**	**$313,566.80**	**$357,679.73**
Financing	Not Requested	Not Requested	Not Aspplicable
Cost to add 5 Phones	Cost of selected phone + Cost of license + $99 setup fee (Assumes switch and PoE port available)	Cost of selected phone + Cost of license + $99 setup fee (Assumes switch and PoE port available)	IP 6930 provided free of charge, just need cost of user
Cost to add 5 Phone - Example	One Time Cost- $168.75 + $146.88 + $99 = $414.63	One Time Cost- $168.75 + $146.88 + $99 = $414.63	Monthly $12.60
Internet Impact	None	3 Mbps	10 Mbps
Redundancy Review			
Hardware Redundancy	Yes	Yes	Yes
Dial Tone Redundancy	Partial	Yes	Yes
Availability in Internet outage	Full	Partial	Cell phone App
Subject to Internet quality	No	Yes	Yes
Fire Station Redundancy	Yes	Yes	Yes
Geographic Relocation	Limited	Yes	Yes

Notes:

[1]SIP and hosted dial tone require adequate internet connectivity

Budgetary numbers provided, phone bills needed for thorough analysis

Mitel
Powering connections

MiVoice Connect Cloud

Service Monthly Commitment

36 Month Term	Regular Price	Qty	Extended Regular Price	Discounted Price Per Unit	Discount	Total
Mitel Services						
Profiles						
Connect Courtesy Profile	$14.99	36	$539.64	$10.00	$179.64	$360.00
Connect Essentials Profile	$29.99	326	$9,776.74	$12.60	$5,669.14	$4,107.60
Connect Premier Profile	$37.99	0	$0.00	$19.99	$0.00	$0.00
Options						
5 Gig Cellular back-up	$149.95	1	$149.95	$149.95	$0.00	$149.95
Agent Elite Contact Center - Supervisor	$112.00	0	$0.00	$95.20	$0.00	$0.00
Hardware						
6910 IP Phone Rental	$3.00	0	$0.00	$2.50	$0.00	$0.00
6920 IP Phone Rental Promo	$0.00	318	$0.00	$0.00	$0.00	$0.00
6930 IP Phone Rental	$5.00	0	$0.00	$4.00	$0.00	$0.00
6940 IP Phone Rental	$11.00	0	$0.00	$5.50	$0.00	$0.00
M695 PKM Rental	$4.00	16	$64.00	$2.00	$32.00	$32.00
Polycom IP6000 Rental	$34.00	7	$238.00	$17.00	$119.00	$119.00
Implementation Services						
JumpStart	$0.00	362	$0.00	$0.00		$0.00
Service Monthly Commitment Total:						**$4,768.55**

One-Time Charges

	Regular Price	Qty	Extended Regular Price	Discounted Price Per Unit	Discount	Total
Mitel Services						
Hardware Implementation Services / Day	$ 2,500.00	5	$ 12,500.00	$ 1,500.00	$ 5,000.00	$7,500.00
Training (Up to 1 hour, 15 students)	$ 115.00	24	$ 2,783.00	$ 115.00	$ -	$2,783.00
On Site Training hours	$ 175.00	8	$ 1,400.00	$ 150.00	$ 200.00	$1,200.00
One-Time Total:						**$11,483.00**

Mitel
MiVoice Connect Hosted VoIP System

INTELESYS
IT for Public Sector

24-Fax
14 – Reception
110 – Standard User
6 – Conference room
28 – Unassigned

IP6920/30

City Hall

50/50 Fiber / VPN

Internet

#3 25 Meg Spectrum

Cellular

Cell

Wireless Pt to Pt

Municipal Law Enforcement

IP6920/30

1,1,2 -Fax
1,0,0 – Conference
8,4,3 – Standard User
0,0,2 – Reception
2,0,4 – Unassigned

Mitel Pods

Call Control

Applications

Google Cloud (GCP)

Database

Contact Center

Wireless Pt to Pt

Spectrum 25 Meg

Internet

59 – Standard User

IP6920/30

(4) Redundant Internet

Fire Stations #1-#4

Google Cloud

Cellular

Mobility

IP6920/30

1,1 -Fax
3,4 – Standard User
14,23 Call Center Agents

Call Center Sites

- Water Yard – Wireless Pt to Pt
- Pub Works – Spectrum 25 Meg Internet Wireless Pt to Pt

AT&T 6 Meg/VPN

Internet

AT&T 6 Meg/VPN

15 – Standard User

IP6920/30

Parks

21 – Standard User
4 – Unassigned

IP6920/30

Other Sites

- Housing Authority – 6/6 Fiber Internet/VPN
- Maintenance – 1 Gig AT&T Internet/VPN
- Dollarhide – Wireless Pt to Pt

Designed and Presented by
Intelesys
www.it4ps.com
888-546-8353
aaronb@it4ps.com

Data Switch & Cabling Quote - Cisco

INTELESYS
IT for Public Sector

Cost Summary - Valid for 120 days after issuance

Item	Quantity	Discounted Unit Cost	Total Cost
Cisco MS225 48FP w/ 3 Year License and Support	19	$4,199.00	$79,781.00
Cisco MS225 24P w/ 3 Year License and Support	5	$2,999.00	$14,995.00
Cisco MS120 8FP w/ 3 Year License and Support	11	$749.00	$8,239.00
Cisco Meraki MS225 Stacking Cable	16	$82.99	$1,327.84
Cable, hacks, patch panels, racks etc.			$5,083.50
Labor - Switch programming, config and moutning	35	$225.00	$7,875.00
Labor to Include - See scope for full details			
- Clean up existing infrastructure			
- Properly terminate hanging jacks in office space			
- Stress test (25) cable runs for integrity			
- Label all data feeds in MDF / IDF			
- Install cable and racks as needed			
- Decommission unused cable infrastructure			
Labor Total	214	$115.00	$24,610.00
Tax			$11,080.10
Project Discount			-$5,217.14
Cabling Project Total			$152,991.44

Walk Thru Results

Site Walk 4-5 at 7:30 am with Ruben Camarena
Cisco switches are end of life and need replacing
Most data drops are CAT 5e or better capable of delivering gig to the desktop
Telephone sets can run in line with data jacks delivering a pass thru gig data port to the end device
Cable condition and organization needs substantial work to bring to optimal use

MiVoice Connect Hosted Pricing Summary for City of Compton

MRC for MiVoice Connect Hosted System - $ 7,037.72

Mitel/Global CTI Partner Start Implementation (This is a ONE-TIME fee for Implementation) - $ 44,787.00

Total Cost For Cabling/Network Solution - $ 273,864.96

Total Cost For MiVoice Connect Hosted Solution

Monthly Reoccurring Cost - $7,037.72

One time Cost for Partner Start Installation and Cabling/Network Project - $318,574.00

****The Partner Start Implementation cost above is the cost for Global CTI to design and implement the complete solution for the city.**

The following pages provide line-item pricing for the MiVoice Hosted Solution and Cabling/Network Solution.

APPENDIX D: PRICING MATRIX

Total Project Build Cost (IT Hardware, IT Licenses, Low Voltage, VOIP Hardware): **$928,335.12**
Total Monthly Recurring VOIP Cost: **$8,767.50 (does not include mandatory taxes)**

	City Hall	Local Housing	Community Improvement Services	Dollarhide Community Center	General Service Maintenance Yard	Public Works Yard	Water Yard	Fire Station 1-4	Park 1-6
Total Hardware	$ 100,348.17	$ 20,796.36	$ 11,399.17	$ -	$7,781.55	11,399.17	10,696.72	31,126.20	46,689.30
Total Licenses	$ 17,696.71	$ 5,729.98	$ 4,871.99	$ -	$2,242.82	$4,871.99	2,563.94	8,971.28	13,456.92
Total Cabling	$ 86,400.00	$ 28,800.00	$ 14,400.00	$ 2,400.00	$ 2,400.00	$ 14,400.00	$ 7,200.00	14,400.00	4,320.00
Total IT Labor	$ 66,000.00	$ 22,000.00	$ 11,000.00	$ 1,833.00	$ 1,833.00	$ 11,000.00	$ 5,500.00	11,000.00	3,300.00
Total Telecom Labor	$ 35,000.00	$ 11,667.00	$ 5,933.00	$ 972.00	$ 972.00	$ 5,833.00	$ 2,917.00	5,832.00	1,750.02
Total PM Labor	$ 16,000.00	$ 5,333.00	$ 2,667.00	$ 750.00	$ 750.00	$ 2,667.00	$ 1,333.00	3,000.00	1,800.00
Project Financing Fee	$ 55,000.00								
TOTAL IT AND LABOR	**$ 376,444.88**	**$ 94,326.34**	**$ 50,271.16**	**$ 5,955.00**	**$ 15,979.37**	**$ 50,171.16**	**$ 30,210.66**	**$ 74,329.48**	**$ 71,316.24**
Telecom One Time	$ 78,715.65	$ 4,551.37	$ 9,679.25	$ 3,047.79	$ 1,843.48	$ 17,364.15	$ 10,174.28	25,482.20	8,472.66
Telecom MRR (does not include tax)	$ 3,896.00	$ 241.00	$ 545.50	$ 196.50	$ 131.00	$ 1,106.00	$ 705.50	1,450.00	405.00
TOTAL TELECOM	**$ 82,611.65**	**$ 4,792.37**	**$ 10,224.75**	**$ 3,244.29**	**$ 1,974.48**	**$ 18,470.15**	**$ 10,879.78**	**$ 26,932.20**	**$ 8,877.66**
EACH SITE TOTAL	**$ 459,056.53**	**$ 99,118.71**	**$ 60,495.91**	**$ 9,199.29**	**$ 17,953.85**	**$ 68,641.31**	**$ 41,090.44**	**$ 101,261.68**	**$ 80,193.90**

TOTAL ALL IT AND LABOR	**$ 914,650.01**
TOTAL TELECOM OT	**$ 193,285.69**
PROJECT TELECOM OT&MRC	**$ 203,817.19**
PROJECT GRAND TOTAL	**$ 1,118,467.20**

ESTIMATED TAX FOR IT & BUILD OUT	$ 22,822.52

			NON RECURRING			MONTHLY RECURRING			ANNUAL RECURRING		
Site	Category	Line Item	QTY	LIST PRICE	TOTAL NET PRICE	QTY	LIST PRICE	TOTAL NET PRICE	QTY	LIST PRICE	TOTAL NET PRICE
City Hall	IT & Build Out	Meraki Firewall MX100 SECURITY APPL Meraki Firewall MX100 SECURITY APPL	1	$5,012.48	$5,012.48						
City Hall	IT & Build Out	Meraki License 3YR MERAKI MX100 ADV SEC LIC Meraki License 3YR MERAKI MX100 ADV SEC LIC							1	$10,035.00	$10,035.00
City Hall	IT & Build Out	Meraki Switch MS425-16 L3 CLD-MNGD 16X 10G SFP+ SW Meraki Switch MS425-16 L3 CLD-MNGD 16X 10G SFP+ SWITCH	1	$14,049.00	$14,049.00						
City Hall	IT & Build Out	Meraki License 3YR MS425-16 ENTERPRISE LICS AND SU Meraki License 3YR MS425-16 ENTERPRISE LICS AND SUP							1	$1,655.78	$1,655.78
City Hall	IT & Build Out	Meraki MS225-48FP Ethernet Switch - 48 Ports - Manageable - 3 Layer Supported - Modular - Twisted Pair, Optical Fiber - 1U High - Rack-mountable, Desktop - Lifetime Limited Warranty Meraki MS225-48FP L2 Stck Cld-Mngd 48x GigE 740W PoE Switch	7	$7,797.20	$54,580.40						

City Hall	IT & Build Out	Meraki Enterprise With 3 Years Enterprise Support - Cisco Meraki Cloud Managed MS225-48FP - Switch - 48 Ports - Subscription License 1 Switch - 3 Year License Validation Period Meraki MS225-48FP Enterprise License and Support, 3 Year					7	$857.99	$6,005.93
City Hall	IT & Build Out	10 GIG SFP+ - SMF & MMF (OM2,3) A multi MMF AND SMF fiber SFP+. LC Connection. Works with OM2, OM3 and Single Mode OM2 - Distance Limitation: 220M OM3 - Distance Limitation: 220M SMF - Distance Limitation: 1km Meraki Fiber Module SFP+ 10 GB LRM FIBR MOD	16	$695.99	$11,135.84			
City Hall	IT & Build Out	CyberPower 100 - 120 VAC 20A Monitored PDU - 8 Outlets, 12 ft, NEMA L5- 20P (5-20P Adapter), Horizontal, 1U, LCD, 3YR Warranty	5	$650.00	$3,250.00			
City Hall	IT & Build Out	APC by Schneider Electric Smart-UPS 3000VA LCD RM 2U 120V with SmartConnect - 2U Rack-mountable - 3 Hour Recharge - 2.80 Minute Stand-by - 120 V AC Input - 120 V AC Output - 6 x NEMA 5-15R, 2 x NEMA 5-20R Smart-UPS, smSmartConnect Remote Monitoring,Pure Sine Wave Backup & Surge Protection	5	$1,599.99	$7,999.95			
City Hall	IT & Build Out	5ft Fiber Patch Cable, LC to LC, OM3, Multi Mode, Duplex Fiber Patch Cable 5ft, LC to LC, OM3, Multi Mode, Duplex	100	$12.37	$1,237.00			

City Hall	IT & Build Out	3ft Fiber Patch Cable, LC to LC, OM3, Multi Mode, Duplex Fiber Patch Cable 3ft, LC to LC, OM3, Multi Mode, Duplex	75	$7.30	$547.50		
City Hall	IT & Build Out	10ft Fiber Patch Cable, LC to LC, OM3, Multi Mode, Duplex Fiber Patch Cable 10ft, LC to LC, OM3, Multi Mode, Duplex	50	$8.84	$442.00		
City Hall	IT & Build Out	1ft Cat6 Patch Cable Ethernet Patch Cable 1ft Cat6 Ethernet	300	$1.33	$399.00		
City Hall	IT & Build Out	3ft Cat6 Patch Cable Ethernet 3ft Cat6 Patch Cable Ethernet	700	$1.22	$854.00		
City Hall	IT & Build Out	5ft Cat6 Patch Cable Ethernet Patch Cable 5ft Cat6 Ethernet	200	$2.35	$470.00		
City Hall	IT & Build Out	10ft Cat6 Patch Cable Ethernet 10ft Cat6 Patch Cable Ethernet	100	$3.71	$371.00		
City Hall	IT & Build Out	Low Voltage Contractor Low Voltage Contractor	1	$67,400.00	$67,400.00		
City Hall	IT & Build Out	Misc Fees Misc Fees	1	$5,000.00	$5,000.00		
City Hall	IT & Build Out	Cost Overrun Cost Overrun	1	$14,000.00	$14,000.00		
City Hall	IT & Build Out	L1/L2 Systems Administrator L1/L2 Systems Administrator	1	$36,000.00	$36,000.00		
City Hall	IT & Build Out	L3 Network Engineer L3 Network Engineer	1	$24,000.00	$24,000.00		
City Hall	IT & Build Out	L3 Security Engineer L3 Security Engineer	1	$6,000.00	$6,000.00		
City Hall	IT & Build Out	Telco Engineer Telco Engineer	1	$25,000.00	$25,000.00		
City Hall	IT & Build Out	Telco Agreement Specialist Telco Agreement Specialist	1	$10,000.00	$10,000.00		
City Hall	IT & Build Out	Project Management Labor Labor for general meetings about the project, vendor coordination, project management and	1	$16,000.00	$16,000.00		

		final project review and sign off.							
City Hall	IT & Build Out	Financing Fee	1	$55,000.00	$55,000.00				
Local Housing	IT & Build Out	Meraki Firewall MX84 CLOUD MANAGED SECURITY APPL Meraki Firewall MX84 CLOUD MANAGED SECURITY APPL	1	$2,001.98	$2,001.98				
Local Housing	IT & Build Out	Meraki License 3YR MX84 ADVANCED SECURITY LIC AND Meraki License 3YR MX84 ADVANCED SECURITY LIC AND SUP					1	$4,014.00	$4,014.00
Local Housing	IT & Build Out	Meraki MS225-48FP L2 48x GigE 740W PoE Switch Meraki MS225-48FP L2 Stck Cld-Mngd 48x GigE 740W PoE Switch	2	$7,797.20	$15,594.40				
Local Housing	IT & Build Out	Meraki MS225-48FP Enterprise License, 3 Year Meraki MS225-48FP Enterprise License and Support, 3 Year					2	$857.99	$1,715.98
Local Housing	IT & Build Out	APC by Schneider Electric Smart-UPS 3000VA LCD RM 2U 120V with SmartConnect - 2U Rack-mountable - 3 Hour Recharge - 2.80 Minute Stand-by - 120 V AC Input - 120 V AC Output - 6 x NEMA 5-15R, 2 x NEMA 5-20R Smart-UPS, smSmartConnect Remote Monitoring,Pure Sine Wave Backup & Surge Protection	2	$1,599.99	$3,199.98				
Local Housing	IT & Build Out	Low Voltage Contractor Low Voltage Contractor	1	$20,000.00	$20,000.00				
Local Housing	IT & Build Out	Misc. Fees Misc. Fees	1	$4,000.00	$4,000.00				
Local Housing	IT & Build Out	Cost Overrun Cost Overrun	1	$4,800.00	$4,800.00				

Local Housing	IT & Build Out	L1/L2 Systems Administrator L1/L2 Systems Administrator	1	$14,000.00	$14,000.00			
Local Housing	IT & Build Out	L3 Network Engineer L3 Network Engineer	1	$4,000.00	$4,000.00			
Local Housing	IT & Build Out	L3 Security Engineer L3 Security Engineer	1	$4,000.00	$4,000.00			
Local Housing	IT & Build Out	Telco Engineer Telco Engineer	1	$7,000.00	$7,000.00			
Local Housing	IT & Build Out	Telco Agreement Specialist Telco Agreement Specialist	1	$4,667.00	$4,667.00			
Local Housing	IT & Build Out	Project Management Labor Labor for general meetings about the project, vendor coordination, project management and final project review and sign off.	1	$5,333.00	$5,333.00			
Community Improvement Center	IT & Build Out	Meraki Firewall MX84 CLOUD MANAGED SECURITY APPL Meraki Firewall MX84 CLOUD MANAGED SECURITY APPL	1	$2,001.98	$2,001.98			
Community Improvement Center	IT & Build Out	Meraki License 3YR MX84 ADVANCED SECURITY LIC AND Meraki License 3YR MX84 ADVANCED SECURITY LIC AND SUP					1 $4,014.00	$4,014.00
Community Improvement Center	IT & Build Out	Meraki MS225-48FP L2 48x GigE 740W PoE Switch Meraki MS225-48FP L2 Stck Cld-Mngd 48x GigE 740W PoE Switch	1	$7,797.20	$7,797.20			
Community Improvement Center	IT & Build Out	Meraki MS225-48FP Enterprise License, 3 Year Meraki MS225-48FP Enterprise License and Support, 3 Year					1 $857.99	$857.99

Community Improvement Center	IT & Build Out	APC by Schneider Electric Smart-UPS 3000VA LCD RM 2U 120V with SmartConnect - 2U Rack-mountable - 3 Hour Recharge - 2.80 Minute Stand-by - 120 V AC Input - 120 V AC Output - 6 x NEMA 5-15R, 2 x NEMA 5-20R Smart-UPS, smSmartConnect Remote Monitoring,Pure Sine Wave Backup & Surge Protection	1	$1,599.99	$1,599.99		
Community Improvement Center	IT & Build Out	Low Voltage Contractor Low Voltage Contractor	1	$8,000.00	$8,000.00		
Community Improvement Center	IT & Build Out	Misc. Fees Misc. Fees	1	$3,200.00	$3,200.00		
Community Improvement Center	IT & Build Out	Cost Overrun Cost Overrun	1	$3,200.00	$3,200.00		
Community Improvement Center	IT & Build Out	L1/L2 Systems Administrator L1/L2 Systems Administrator	1	$5,000.00	$5,000.00		
Community Improvement Center	IT & Build Out	L3 Network Engineer L3 Network Engineer	1	$3,000.00	$3,000.00		
Community Improvement Center	IT & Build Out	L3 Security Engineer L3 Security Engineer	1	$3,000.00	$3,000.00		

Community Improvement Center	IT & Build Out	Telco Engineer Telco Engineer	1	$3,433.00	$3,433.00		
Community Improvement Center	IT & Build Out	Telco Agreement Specialist Telco Agreement Specialist	1	$2,500.00	$2,500.00		
Community Improvement Center	IT & Build Out	Project Management Labor Labor for general meetings about the project, vendor coordination, project management and final project review and sign off.	1	$2,667.00	$2,667.00		
Dollarhide Community Center	IT & Build Out	Low Voltage Contractor Low Voltage Contractor	1	$1,000.00	$1,000.00		
Dollarhide Community Center	IT & Build Out	Misc. Fees Misc. Fees	1	$400.00	$400.00		
Dollarhide Community Center	IT & Build Out	Cost Overrun Cost Overrun	1	$1,000.00	$1,000.00		
Dollarhide Community Center	IT & Build Out	L1/L2 Systems Administrator L1/L2 Systems Administrator	1	$600.00	$600.00		
Dollarhide Community Center	IT & Build Out	L3 Network Engineer L3 Network Engineer	1	$600.00	$600.00		
Dollarhide Community Center	IT & Build Out	L3 Security Engineer L3 Security Engineer	1	$633.00	$633.00		

Dollarhide Community Center	IT & Build Out	Telco Engineer Telco Engineer	1	$400.00	$400.00				
Dollarhide Community Center	IT & Build Out	Telco Agreement Specialist Telco Agreement Specialist	1	$572.00	$572.00				
Dollarhide Community Center	IT & Build Out	Project Management Labor Labor for general meetings about the project, vendor coordination, project management and final project review and sign off.	1	$750.00	$750.00				
General Services Maintenance Yard	IT & Build Out	Meraki MX67C LTE Router/Security Appliance - N America Meraki MX67C LTE Router/Security Appliance - N America	1	$1,299.53	$1,299.53				
General Services Maintenance Yard	IT & Build Out	Meraki MX67C Advanced Security License and Support, 3YR Meraki MX67C Advanced Security License and Support, 3YR					1	$1,705.95	$1,705.95
General Services Maintenance Yard	IT & Build Out	Meraki MS225-24P L2 24x GigE 370W PoE Switch Meraki MS225-24P L2 Stck Cld-Mngd 24x GigE 370W PoE Switch	1	$4,882.03	$4,882.03				
General Services Maintenance Yard	IT & Build Out	Meraki MS225-24P Enterprise License, 3 Year Meraki MS225-24P Enterprise License and Support, 3 Year					1	$536.87	$536.87

General Services Maintenance Yard	IT & Build Out	APC by Schneider Electric Smart-UPS 3000VA LCD RM 2U 120V with SmartConnect - 2U Rack-mountable - 3 Hour Recharge - 2.80 Minute Stand-by - 120 V AC Input - 120 V AC Output - 6 x NEMA 5-15R, 2 x NEMA 5-20R Smart-UPS, smSmartConnect Remote Monitoring,Pure Sine Wave Backup & Surge Protection	1	$1,599.99	$1,599.99		
General Services Maintenance Yard	IT & Build Out	Low Voltage Contractor Low Voltage Contractor	1	$1,400.00	$1,400.00		
General Services Maintenance Yard	IT & Build Out	Misc. Fees Misc. Fees	1	$400.00	$400.00		
General Services Maintenance Yard	IT & Build Out	Cost Overrun Cost Overrun	1	$600.00	$600.00		
General Services Maintenance Yard	IT & Build Out	L1/L2 Systems Administrator L1/L2 Systems Administrator	1	$611.00	$611.00		
General Services Maintenance Yard	IT & Build Out	L3 Network Engineer L3 Network Engineer	1	$611.00	$611.00		
General Services Maintenance Yard	IT & Build Out	L3 Security Engineer L3 Security Engineer	1	$611.00	$611.00		

General Services Maintenance Yard	IT & Build Out	Telco Engineer Telco Engineer	1	$532.00	$532.00			
General Services Maintenance Yard	IT & Build Out	Telco Agreement Specialist Telco Agreement Specialist	1	$440.00	$440.00			
General Services Maintenance Yard	IT & Build Out	Project Management Labor Labor for general meetings about the project, vendor coordination, project management and final project review and sign off.	1	$750.00	$750.00			
Public Works Yard	IT & Build Out	Meraki Firewall MX84 CLOUD MANAGED SECURITY APPL Meraki Firewall MX84 CLOUD MANAGED SECURITY APPL	1	$2,001.98	$2,001.98			
Public Works Yard	IT & Build Out	Meraki License 3YR MX84 ADVANCED SECURITY LIC AND Meraki License 3YR MX84 ADVANCED SECURITY LIC AND SUP					1 $4,014.00	$4,014.00
Public Works Yard	IT & Build Out	Meraki MS225-48FP L2 48x GigE 740W PoE Switch Meraki MS225-48FP L2 Stck Cld-Mngd 48x GigE 740W PoE Switch	1	$7,797.20	$7,797.20			
Public Works Yard	IT & Build Out	Meraki MS225-48FP Enterprise License, 3 Year Meraki MS225-48FP Enterprise License and Support, 3 Year					1 $857.99	$857.99

Public Works Yard	IT & Build Out	APC by Schneider Electric Smart-UPS 3000VA LCD RM 2U 120V with SmartConnect - 2U Rack-mountable - 3 Hour Recharge - 2.80 Minute Stand-by - 120 V AC Input - 120 V AC Output - 6 x NEMA 5-15R, 2 x NEMA 5-20R Smart-UPS, smSmartConnect Remote Monitoring,Pure Sine Wave Backup & Surge Protection	1	$1,599.99	$1,599.99		
Public Works Yard	IT & Build Out	Low Voltage Contractor Low Voltage Contractor	1	$10,000.00	$10,000.00		
Public Works Yard	IT & Build Out	Misc. Fees Misc. Fees	1	$2,200.00	$2,200.00		
Public Works Yard	IT & Build Out	Cost Overrun Cost Overrun	1	$2,200.00	$2,200.00		
Public Works Yard	IT & Build Out	L1/L2 Systems Administrator L1/L2 Systems Administrator	1	$5,000.00	$5,000.00		
Public Works Yard	IT & Build Out	L3 Network Engineer L3 Network Engineer	1	$3,000.00	$3,000.00		
Public Works Yard	IT & Build Out	L3 Security Engineer L3 Security Engineer	1	$3,000.00	$3,000.00		
Public Works Yard	IT & Build Out	Telco Engineer Telco Engineer	1	$3,800.00	$3,800.00		
Public Works Yard	IT & Build Out	Telco Agreement Specialist Telco Agreement Specialist	1	$2,033.00	$2,033.00		
Public Works Yard	IT & Build Out	Project Management Labor Labor for general meetings about the project, vendor coordination, project management and final project review and sign off.	1	$2,667.00	$2,667.00		

Water Yard	IT & Build Out	Meraki MX67C LTE Router/Security Appliance - N America Meraki MX67C LTE Router/Security Appliance - N America	1	$1,299.53	$1,299.53			
Water Yard	IT & Build Out	Meraki MX67C Advanced Security License and Support, 3YR Meraki MX67C Advanced Security License and Support, 3YR					1	$1,705.95	$1,705.95
Water Yard	IT & Build Out	Meraki MS225-48FP L2 48x GigE 740W PoE Switch Meraki MS225-48FP L2 Stck Cld-Mngd 48x GigE 740W PoE Switch	1	$7,797.20	$7,797.20			
Water Yard	IT & Build Out	Meraki MS225-48FP Enterprise License, 3 Year Meraki MS225-48FP Enterprise License and Support, 3 Year					1	$857.99	$857.99
Water Yard	IT & Build Out	APC by Schneider Electric Smart-UPS 3000VA LCD RM 2U 120V with SmartConnect - 2U Rack-mountable - 3 Hour Recharge - 2.80 Minute Stand-by - 120 V AC Input - 120 V AC Output - 6 x NEMA 5-15R, 2 x NEMA 5-20R Smart-UPS, smSmartConnect Remote Monitoring,Pure Sine Wave Backup & Surge Protection	1	$1,599.99	$1,599.99			
Water Yard	IT & Build Out	Low Voltage Contractor Low Voltage Contractor	1	$5,000.00	$5,000.00			
Water Yard	IT & Build Out	Misc. Fees Misc. Fees	1	$1,100.00	$1,100.00			
Water Yard	IT & Build Out	Cost Overrun Cost Overrun	1	$1,100.00	$1,100.00			
Water Yard	IT & Build Out	L1/L2 Systems Administrator L1/L2 Systems Administrator	1	$2,400.00	$2,400.00			

Water Yard	IT & Build Out	L3 Network Engineer L3 Network Engineer	1	$1,100.00	$1,100.00				
Water Yard	IT & Build Out	L3 Security Engineer L3 Security Engineer	1	$2,000.00	$2,000.00				
Water Yard	IT & Build Out	Telco Engineer Telco Engineer	1	$1,917.00	$1,917.00				
Water Yard	IT & Build Out	Telco Agreement Specialist Telco Agreement Specialist	1	$1,000.00	$1,000.00				
Water Yard	IT & Build Out	Project Management Labor Labor for general meetings about the project, vendor coordination, project management and final project review and sign off.	1	$1,333.00	$1,333.00				
Fire Station 1	IT & Build Out	Meraki MX67C LTE Router/Security Appliance - N America Meraki MX67C LTE Router/Security Appliance - N America	1	$1,299.53	$1,299.53				
Fire Station 1	IT & Build Out	Meraki MX67C Advanced Security License and Support, 3YR Meraki MX67C Advanced Security License and Support, 3YR					1	$1,705.95	$1,705.95
Fire Station 1	IT & Build Out	Meraki MS225-24P L2 24x GigE 370W PoE Switch Meraki MS225-24P L2 Stck Cld-Mngd 24x GigE 370W PoE Switch	1	$4,882.03	$4,882.03				
Fire Station 1	IT & Build Out	Meraki MS225-24P Enterprise License, 3 Year Meraki MS225-24P Enterprise License and Support, 3 Year					1	$536.87	$536.87

Fire Station 1	IT & Build Out	APC by Schneider Electric Smart-UPS 3000VA LCD RM 2U 120V with SmartConnect - 2U Rack-mountable - 3 Hour Recharge - 2.80 Minute Stand-by - 120 V AC Input - 120 V AC Output - 6 x NEMA 5-15R, 2 x NEMA 5-20R Smart-UPS, smSmartConnect Remote Monitoring,Pure Sine Wave Backup & Surge Protection	1	$1,599.99	$1,599.99		
Fire Station 1	IT & Build Out	Low Voltage Contractor Low Voltage Contractor	1	$2,000.00	$2,000.00		
Fire Station 1	IT & Build Out	Misc. Fees Misc. Fees	1	$800.00	$800.00		
Fire Station 1	IT & Build Out	Cost Overrun Cost Overrun	1	$800.00	$800.00		
Fire Station 1	IT & Build Out	L1/L2 Systems Administrator L1/L2 Systems Administrator	1	$1,000.00	$1,000.00		
Fire Station 1	IT & Build Out	L3 Network Engineer L3 Network Engineer	1	$1,150.00	$1,150.00		
Fire Station 1	IT & Build Out	L3 Security Engineer L3 Security Engineer	1	$600.00	$600.00		
Fire Station 1	IT & Build Out	Telco Engineer Telco Engineer	1	$1,000.00	$1,000.00		
Fire Station 1	IT & Build Out	Telco Agreement Specialist Telco Agreement Specialist	1	$458.00	$458.00		
Fire Station 1	IT & Build Out	Project Management Labor Labor for general meetings about the project, vendor coordination, project management and final project review and sign off.	1	$750.00	$750.00		
Fire Station 2	IT & Build Out	Meraki MX67C LTE Router/Security Appliance - N America Meraki MX67C LTE Router/Security Appliance - N America	1	$1,299.53	$1,299.53		

Fire Station 2	IT & Build Out	Meraki MX67C Advanced Security License and Support, 3YR Meraki MX67C Advanced Security License and Support, 3YR					1	$1,705.95	$1,705.95
Fire Station 2	IT & Build Out	Meraki MS225-24P L2 24x GigE 370W PoE Switch Meraki MS225-24P L2 Stck Cld-Mngd 24x GigE 370W PoE Switch	1	$4,882.03	$4,882.03				
Fire Station 2	IT & Build Out	Meraki MS225-24P Enterprise License, 3 Year Meraki MS225-24P Enterprise License and Support, 3 Year					1	$536.87	$536.87
Fire Station 2	IT & Build Out	APC by Schneider Electric Smart-UPS 3000VA LCD RM 2U 120V with SmartConnect - 2U Rack-mountable - 3 Hour Recharge - 2.80 Minute Stand-by - 120 V AC Input - 120 V AC Output - 6 x NEMA 5-15R, 2 x NEMA 5-20R Smart-UPS, smSmartConnect Remote Monitoring,Pure Sine Wave Backup & Surge Protection	1	$1,599.99	$1,599.99				
Fire Station 2	IT & Build Out	Low Voltage Contractor Low Voltage Contractor	1	$2,000.00	$2,000.00				
Fire Station 2	IT & Build Out	Misc. Fees Misc. Fees	1	$800.00	$800.00				
Fire Station 2	IT & Build Out	Cost Overrun Cost Overrun	1	$800.00	$800.00				
Fire Station 2	IT & Build Out	L1/L2 Systems Administrator L1/L2 Systems Administrator	1	$1,000.00	$1,000.00				
Fire Station 2	IT & Build Out	L3 Network Engineer L3 Network Engineer	1	$1,150.00	$1,150.00				
Fire Station 2	IT & Build Out	L3 Security Engineer L3 Security Engineer	1	$600.00	$600.00				
Fire Station 2	IT & Build Out	Telco Engineer Telco Engineer	1	$1,000.00	$1,000.00				

Fire Station 2	IT & Build Out	Telco Agreement Specialist Telco Agreement Specialist	1	$458.00	$458.00				
Fire Station 2	IT & Build Out	Project Management Labor Labor for general meetings about the project, vendor coordination, project management and final project review and sign off.	1	$750.00	$750.00				
Fire Station 3	IT & Build Out	Meraki MX67C LTE Router/Security Appliance - N America Meraki MX67C LTE Router/Security Appliance - N America	1	$1,299.53	$1,299.53				
Fire Station 3	IT & Build Out	Meraki MX67C Advanced Security License and Support, 3YR Meraki MX67C Advanced Security License and Support, 3YR					1	$1,705.95	$1,705.95
Fire Station 3	IT & Build Out	Meraki MS225-24P L2 24x GigE 370W PoE Switch Meraki MS225-24P L2 Stck Cld-Mngd 24x GigE 370W PoE Switch	1	$4,882.03	$4,882.03				
Fire Station 3	IT & Build Out	Meraki MS225-24P Enterprise License, 3 Year Meraki MS225-24P Enterprise License and Support, 3 Year					1	$536.87	$536.87
Fire Station 3	IT & Build Out	APC by Schneider Electric Smart-UPS 3000VA LCD RM 2U 120V with SmartConnect - 2U Rack-mountable - 3 Hour Recharge - 2.80 Minute Stand-by - 120 V AC Input - 120 V AC Output - 6 x NEMA 5-15R, 2 x NEMA 5-20R Smart-UPS, smSmartConnect Remote Monitoring,Pure Sine Wave Backup & Surge Protection	1	$1,599.99	$1,599.99				

Fire Station 3	IT & Build Out	Low Voltage Contractor Low Voltage Contractor	1	$2,000.00	$2,000.00				
Fire Station 3	IT & Build Out	Misc. Fees Misc. Fees	1	$800.00	$800.00				
Fire Station 3	IT & Build Out	Cost Overrun Cost Overrun	1	$800.00	$800.00				
Fire Station 3	IT & Build Out	L1/L2 Systems Administrator L1/L2 Systems Administrator	1	$1,000.00	$1,000.00				
Fire Station 3	IT & Build Out	L3 Network Engineer L3 Network Engineer	1	$1,150.00	$1,150.00				
Fire Station 3	IT & Build Out	L3 Security Engineer L3 Security Engineer	1	$600.00	$600.00				
Fire Station 3	IT & Build Out	Telco Engineer Telco Engineer	1	$1,000.00	$1,000.00				
Fire Station 3	IT & Build Out	Telco Agreement Specialist Telco Agreement Specialist	1	$458.00	$458.00				
Fire Station 3	IT & Build Out	Project Management Labor Labor for general meetings about the project, vendor coordination, project management and final project review and sign off.	1	$750.00	$750.00				
Fire Station 4	IT & Build Out	Meraki MX67C LTE Router/Security Appliance - N America Meraki MX67C LTE Router/Security Appliance - N America	1	$1,299.53	$1,299.53				
Fire Station 4	IT & Build Out	Meraki MX67C Advanced Security License and Support, 3YR Meraki MX67C Advanced Security License and Support, 3YR					1	$1,705.95	$1,705.95
Fire Station 4	IT & Build Out	Meraki MS225-24P L2 24x GigE 370W PoE Switch Meraki MS225-24P L2 Stck Cld-Mngd 24x GigE 370W PoE Switch	1	$4,882.03	$4,882.03				

Fire Station 4	IT & Build Out	Meraki MS225-24P Enterprise License, 3 Year Meraki MS225-24P Enterprise License and Support, 3 Year					1	$536.87	$536.87
Fire Station 4	IT & Build Out	APC by Schneider Electric Smart-UPS 3000VA LCD RM 2U 120V with SmartConnect - 2U Rack-mountable - 3 Hour Recharge - 2.80 Minute Stand-by - 120 V AC Input - 120 V AC Output - 6 x NEMA 5-15R, 2 x NEMA 5-20R Smart-UPS, smSmartConnect Remote Monitoring,Pure Sine Wave Backup & Surge Protection	1	$1,599.99	$1,599.99			
Fire Station 4	IT & Build Out	Low Voltage Contractor Low Voltage Contractor	1	$2,000.00	$2,000.00			
Fire Station 4	IT & Build Out	Misc. Fees Misc. Fees	1	$800.00	$800.00			
Fire Station 4	IT & Build Out	Cost Overrun Cost Overrun	1	$800.00	$800.00			
Fire Station 4	IT & Build Out	L1/L2 Systems Administrator L1/L2 Systems Administrator	1	$1,000.00	$1,000.00			
Fire Station 4	IT & Build Out	L3 Network Engineer L3 Network Engineer	1	$1,150.00	$1,150.00			
Fire Station 4	IT & Build Out	L3 Security Engineer L3 Security Engineer	1	$600.00	$600.00			
Fire Station 4	IT & Build Out	Telco Engineer Telco Engineer	1	$1,000.00	$1,000.00			
Fire Station 4	IT & Build Out	Telco Agreement Specialist Telco Agreement Specialist	1	$458.00	$458.00			
Fire Station 4	IT & Build Out	Project Management Labor Labor for general meetings about the project, vendor coordination, project management and final project review and sign off.	1	$750.00	$750.00			

Park 1 - Gonzalez	IT & Build Out	Meraki MX67C LTE Router/Security Appliance - N America Meraki MX67C LTE Router/Security Appliance - N America	1	$1,299.53	$1,299.53			
Park 1 - Gonzalez	IT & Build Out	Meraki MX67C Advanced Security License and Support, 3YR Meraki MX67C Advanced Security License and Support, 3YR					1	$1,705.95	$1,705.95
Park 1 - Gonzalez	IT & Build Out	Meraki MS225-24P L2 24x GigE 370W PoE Switch Meraki MS225-24P L2 Stck Cld-Mngd 24x GigE 370W PoE Switch	1	$4,882.03	$4,882.03			
Park 1 - Gonzalez	IT & Build Out	Meraki MS225-24P Enterprise License, 3 Year Meraki MS225-24P Enterprise License and Support, 3 Year					1	$536.87	$536.87
Park 1 - Gonzalez	IT & Build Out	APC by Schneider Electric Smart-UPS 3000VA LCD RM 2U 120V with SmartConnect - 2U Rack-mountable - 3 Hour Recharge - 2.80 Minute Stand-by - 120 V AC Input - 120 V AC Output - 6 x NEMA 5-15R, 2 x NEMA 5-20R Smart-UPS, smSmartConnect Remote Monitoring,Pure Sine Wave Backup & Surge Protection	1	$1,599.99	$1,599.99			
Park 1 - Gonzalez	IT & Build Out	Low Voltage Contractor Low Voltage Contractor	1	$350.00	$350.00			
Park 1 - Gonzalez	IT & Build Out	Misc. Fees Misc. Fees	1	$250.00	$250.00			
Park 1 - Gonzalez	IT & Build Out	Cost Overrun Cost Overrun	1	$120.00	$120.00			
Park 1 - Gonzalez	IT & Build Out	L1/L2 Systems Administrator L1/L2 Systems Administrator	1	$150.00	$150.00			

Park 1 - Gonzalez	IT & Build Out	L3 Network Engineer L3 Network Engineer	1	$210.00	$210.00				
Park 1 - Gonzalez	IT & Build Out	L3 Security Engineer L3 Security Engineer	1	$190.00	$190.00				
Park 1 - Gonzalez	IT & Build Out	Telco Engineer Telco Engineer	1	$140.00	$140.00				
Park 1 - Gonzalez	IT & Build Out	Telco Agreement Specialist Telco Agreement Specialist	1	$151.67	$151.67				
Park 1 - Gonzalez	IT & Build Out	Project Management Labor Labor for general meetings about the project, vendor coordination, project management and final project review and sign off.	1	$300.00	$300.00				
Park 2 - Burrell MacDonald	IT & Build Out	Meraki MX67C LTE Router/Security Appliance - N America Meraki MX67C LTE Router/Security Appliance - N America	1	$1,299.53	$1,299.53				
Park 2 - Burrell MacDonald	IT & Build Out	Meraki MX67C Advanced Security License and Support, 3YR Meraki MX67C Advanced Security License and Support, 3YR					1	$1,705.95	$1,705.95
Park 2 - Burrell MacDonald	IT & Build Out	Meraki MS225-24P L2 24x GigE 370W PoE Switch Meraki MS225-24P L2 Stck Cld-Mngd 24x GigE 370W PoE Switch	1	$4,882.03	$4,882.03				
Park 2 - Burrell MacDonald	IT & Build Out	Meraki MS225-24P Enterprise License, 3 Year Meraki MS225-24P Enterprise License and Support, 3 Year					1	$536.87	$536.87

Park 2 - Burrell MacDonald	IT & Build Out	APC by Schneider Electric Smart-UPS 3000VA LCD RM 2U 120V with SmartConnect - 2U Rack-mountable - 3 Hour Recharge - 2.80 Minute Stand-by - 120 V AC Input - 120 V AC Output - 6 x NEMA 5-15R, 2 x NEMA 5-20R Smart-UPS, smSmartConnect Remote Monitoring,Pure Sine Wave Backup & Surge Protection	1	$1,599.99	$1,599.99		
Park 2 - Burrell MacDonald	IT & Build Out	Low Voltage Contractor Low Voltage Contractor	1	$350.00	$350.00		
Park 2 - Burrell MacDonald	IT & Build Out	Misc. Fees Misc. Fees	1	$250.00	$250.00		
Park 2 - Burrell MacDonald	IT & Build Out	Cost Overrun Cost Overrun	1	$120.00	$120.00		
Park 2 - Burrell MacDonald	IT & Build Out	L1/L2 Systems Administrator L1/L2 Systems Administrator	1	$150.00	$150.00		
Park 2 - Burrell MacDonald	IT & Build Out	L3 Network Engineer L3 Network Engineer	1	$210.00	$210.00		
Park 2 - Burrell MacDonald	IT & Build Out	L3 Security Engineer L3 Security Engineer	1	$190.00	$190.00		
Park 2 - Burrell MacDonald	IT & Build Out	Telco Engineer Telco Engineer	1	$140.00	$140.00		
Park 2 - Burrell MacDonald	IT & Build Out	Telco Agreement Specialist Telco Agreement Specialist	1	$151.67	$151.67		

Park 2 - Burrell MacDonald	IT & Build Out	Project Management Labor Labor for general meetings about the project, vendor coordination, project management and final project review and sign off.	1	$300.00	$300.00				
Park 3 - Lueders	IT & Build Out	Meraki MX67C LTE Router/Security Appliance - N America Meraki MX67C LTE Router/Security Appliance - N America	1	$1,299.53	$1,299.53				
Park 3 - Lueders	IT & Build Out	Meraki MX67C Advanced Security License and Support, 3YR Meraki MX67C Advanced Security License and Support, 3YR					1	$1,705.95	$1,705.95
Park 3 - Lueders	IT & Build Out	Meraki MS225-24P L2 24x GigE 370W PoE Switch Meraki MS225-24P L2 Stck Cld-Mngd 24x GigE 370W PoE Switch	1	$4,882.03	$4,882.03				
Park 3 - Lueders	IT & Build Out	Meraki MS225-24P Enterprise License, 3 Year Meraki MS225-24P Enterprise License and Support, 3 Year					1	$536.87	$536.87
Park 3 - Lueders	IT & Build Out	APC by Schneider Electric Smart-UPS 3000VA LCD RM 2U 120V with SmartConnect - 2U Rack-mountable - 3 Hour Recharge - 2.80 Minute Stand-by - 120 V AC Input - 120 V AC Output - 6 x NEMA 5-15R, 2 x NEMA 5-20R Smart-UPS, smSmartConnect Remote Monitoring,Pure Sine Wave Backup & Surge Protection	1	$1,599.99	$1,599.99				
Park 3 - Lueders	IT & Build Out	Low Voltage Contractor Low Voltage Contractor	1	$350.00	$350.00				

Park 3 - Lueders	IT & Build Out	Misc. Fees Misc. Fees	1	$250.00	$250.00				
Park 3 - Lueders	IT & Build Out	Cost Overrun Cost Overrun	1	$120.00	$120.00				
Park 3 - Lueders	IT & Build Out	L1/L2 Systems Administrator L1/L2 Systems Administrator	1	$150.00	$150.00				
Park 3 - Lueders	IT & Build Out	L3 Network Engineer L3 Network Engineer	1	$210.00	$210.00				
Park 3 - Lueders	IT & Build Out	L3 Security Engineer L3 Security Engineer	1	$190.00	$190.00				
Park 3 - Lueders	IT & Build Out	Telco Engineer Telco Engineer	1	$140.00	$140.00				
Park 3 - Lueders	IT & Build Out	Telco Agreement Specialist Telco Agreement Specialist	1	$151.67	$151.67				
Park 3 - Lueders	IT & Build Out	Project Management Labor Labor for general meetings about the project, vendor coordination, project management and final project review and sign off.	1	$300.00	$300.00				
Park 4 - Tucker	IT & Build Out	Meraki MX67C LTE Router/Security Appliance - N America Meraki MX67C LTE Router/Security Appliance - N America	1	$1,299.53	$1,299.53				
Park 4 - Tucker	IT & Build Out	Meraki MX67C Advanced Security License and Support, 3YR Meraki MX67C Advanced Security License and Support, 3YR					1	$1,705.95	$1,705.95
Park 4 - Tucker	IT & Build Out	Meraki MS225-24P L2 24x GigE 370W PoE Switch Meraki MS225-24P L2 Stck Cld-Mngd 24x GigE 370W PoE Switch	1	$4,882.03	$4,882.03				
Park 4 - Tucker	IT & Build Out	Meraki MS225-24P Enterprise License, 3 Year Meraki MS225-24P Enterprise License and Support, 3 Year					1	$536.87	$536.87

Park 4 - Tucker	IT & Build Out	APC by Schneider Electric Smart-UPS 3000VA LCD RM 2U 120V with SmartConnect - 2U Rack-mountable - 3 Hour Recharge - 2.80 Minute Stand-by - 120 V AC Input - 120 V AC Output - 6 x NEMA 5-15R, 2 x NEMA 5-20R Smart-UPS, smSmartConnect Remote Monitoring,Pure Sine Wave Backup & Surge Protection	1	$1,599.99	$1,599.99		
Park 4 - Tucker	IT & Build Out	Low Voltage Contractor Low Voltage Contractor	1	$350.00	$350.00		
Park 4 - Tucker	IT & Build Out	Misc. Fees Misc. Fees	1	$250.00	$250.00		
Park 4 - Tucker	IT & Build Out	Cost Overrun Cost Overrun	1	$120.00	$120.00		
Park 4 - Tucker	IT & Build Out	L1/L2 Systems Administrator L1/L2 Systems Administrator	1	$150.00	$150.00		
Park 4 - Tucker	IT & Build Out	L3 Network Engineer L3 Network Engineer	1	$210.00	$210.00		
Park 4 - Tucker	IT & Build Out	L3 Security Engineer L3 Security Engineer	1	$190.00	$190.00		
Park 4 - Tucker	IT & Build Out	Telco Engineer Telco Engineer	1	$140.00	$140.00		
Park 4 - Tucker	IT & Build Out	Telco Agreement Specialist Telco Agreement Specialist	1	$151.67	$151.67		
Park 4 - Tucker	IT & Build Out	Project Management Labor Labor for general meetings about the project, vendor coordination, project management and final project review and sign off.	1	$300.00	$300.00		
Park 5 - Kelly	IT & Build Out	Meraki MX67C LTE Router/Security Appliance - N America Meraki MX67C LTE Router/Security Appliance - N America	1	$1,299.53	$1,299.53		

Park 5 - Kelly	IT & Build Out	Meraki MX67C Advanced Security License and Support, 3YR Meraki MX67C Advanced Security License and Support, 3YR					1	$1,705.95	$1,705.95
Park 5 - Kelly	IT & Build Out	Meraki MS225-24P L2 24x GigE 370W PoE Switch Meraki MS225-24P L2 Stck Cld-Mngd 24x GigE 370W PoE Switch	1	$4,882.03	$4,882.03				
Park 5 - Kelly	IT & Build Out	Meraki MS225-24P Enterprise License, 3 Year Meraki MS225-24P Enterprise License and Support, 3 Year					1	$536.87	$536.87
Park 5 - Kelly	IT & Build Out	APC by Schneider Electric Smart-UPS 3000VA LCD RM 2U 120V with SmartConnect - 2U Rack-mountable - 3 Hour Recharge - 2.80 Minute Stand-by - 120 V AC Input - 120 V AC Output - 6 x NEMA 5-15R, 2 x NEMA 5-20R Smart-UPS, smSmartConnect Remote Monitoring,Pure Sine Wave Backup & Surge Protection	1	$1,599.99	$1,599.99				
Park 5 - Kelly	IT & Build Out	Low Voltage Contractor Low Voltage Contractor	1	$350.00	$350.00				
Park 5 - Kelly	IT & Build Out	Misc. Fees Misc. Fees	1	$250.00	$250.00				
Park 5 - Kelly	IT & Build Out	Cost Overrun Cost Overrun	1	$120.00	$120.00				
Park 5 - Kelly	IT & Build Out	L1/L2 Systems Administrator L1/L2 Systems Administrator	1	$150.00	$150.00				
Park 5 - Kelly	IT & Build Out	L3 Network Engineer L3 Network Engineer	1	$210.00	$210.00				
Park 5 - Kelly	IT & Build Out	L3 Security Engineer L3 Security Engineer	1	$190.00	$190.00				
Park 5 - Kelly	IT & Build Out	Telco Engineer Telco Engineer	1	$140.00	$140.00				

Park 5 - Kelly	IT & Build Out	Telco Agreement Specialist Telco Agreement Specialist	1	$151.67	$151.67				
Park 5 - Kelly	IT & Build Out	Project Management Labor Labor for general meetings about the project, vendor coordination, project management and final project review and sign off.	1	$300.00	$300.00				
Park 6 - Wilson	IT & Build Out	Meraki MX67C LTE Router/Security Appliance - N America Meraki MX67C LTE Router/Security Appliance - N America	1	$1,299.53	$1,299.53				
Park 6 - Wilson	IT & Build Out	Meraki MX67C Advanced Security License and Support, 3YR Meraki MX67C Advanced Security License and Support, 3YR					1	$1,705.95	$1,705.95
Park 6 - Wilson	IT & Build Out	Meraki MS225-24P L2 24x GigE 370W PoE Switch Meraki MS225-24P L2 Stck Cld-Mngd 24x GigE 370W PoE Switch	1	$4,882.03	$4,882.03				
Park 6 - Wilson	IT & Build Out	Meraki MS225-24P Enterprise License, 3 Year Meraki MS225-24P Enterprise License and Support, 3 Year					1	$536.87	$536.87
Park 6 - Wilson	IT & Build Out	APC by Schneider Electric Smart-UPS 3000VA LCD RM 2U 120V with SmartConnect - 2U Rack-mountable - 3 Hour Recharge - 2.80 Minute Stand-by - 120 V AC Input - 120 V AC Output - 6 x NEMA 5-15R, 2 x NEMA 5-20R Smart-UPS, smSmartConnect Remote Monitoring,Pure Sine Wave Backup & Surge Protection	1	$1,599.99	$1,599.99				

Park 6 - Wilson	IT & Build Out	Low Voltage Contractor Low Voltage Contractor	1	$350.00	$350.00		
Park 6 - Wilson	IT & Build Out	Misc. Fees Misc. Fees	1	$250.00	$250.00		
Park 6 - Wilson	IT & Build Out	Cost Overrun Cost Overrun	1	$120.00	$120.00		
Park 6 - Wilson	IT & Build Out	L1/L2 Systems Administrator L1/L2 Systems Administrator	1	$150.00	$150.00		
Park 6 - Wilson	IT & Build Out	L3 Network Engineer L3 Network Engineer	1	$210.00	$210.00		
Park 6 - Wilson	IT & Build Out	L3 Security Engineer L3 Security Engineer	1	$190.00	$190.00		
Park 6 - Wilson	IT & Build Out	Telco Engineer Telco Engineer	1	$140.00	$140.00		
Park 6 - Wilson	IT & Build Out	Telco Agreement Specialist Telco Agreement Specialist	1	$151.67	$151.67		
Park 6 - Wilson	IT & Build Out	Project Management Labor Labor for general meetings about the project, vendor coordination, project management and final project review and sign off.	1	$300.00	$300.00		
City Hall	Telecom One Time	AA 1st Time Account Programming	29	$25.00	$725.00		
City Hall	Telecom One Time	Virtual Bundle Setup	28	$15.00	$420.00		
City Hall	Telecom One Time	Standard Bundle Setup	124	$15.00	$1,860.00		
City Hall	Telecom One Time	Dedicated Audio Conference Room Setup	2	$15.00	$30.00		
City Hall	Telecom One Time	Web Video Conference Room Setup	2	$25.00	$50.00		
City Hall	Telecom One Time	Instant-Fax ATA Device (plus s/h)	24	$124.00	$2,976.00		
City Hall	Telecom One Time	Instant-Fax ATA Service Setup & Config	24	$25.00	$600.00		
City Hall	Telecom One Time	Jabra Link EHS Adapter (headset to phone)	80	$45.00	$3,600.00		

City Hall	Telecom One Time	Jabra Engage 75 Stereo	46	$350.00	$16,100.00				
City Hall	Telecom One Time	Jabra Engage 75 Mono	34	$350.00	$11,900.00				
City Hall	Telecom One Time	Poly Trio 8500 Conference Phone	6	$648.67	$3,892.02				
City Hall	Telecom One Time	Toll Free Number Set Up	1	$50.00	$50.00				
City Hall	Telecom One Time	Poly VVX 450 POE (w/power supply)	172	$192.37	$33,087.64				
City Hall	Telecom One Time	Poly VVX EM50 Expansion Module	17	$201.47	$3,424.99				
City Hall	Telecom One Time	DID Business Line				29	$4.00	$116.00	
City Hall	Telecom One Time	AA - per auto attendant				29	$5.00	$145.00	
City Hall	Telecom One Time	Virtual Bundle - 3 Year Term				28	$7.50	$210.00	
City Hall	Telecom One Time	Standard Bundle - 3 Year Term				124	$22.50	$2,790.00	
City Hall	Telecom One Time	Dedicated Audio Conference Room+minutes used				2	$9.00	$18.00	
City Hall	Telecom One Time	Web Video Conference Room				2	$5.00	$10.00	
City Hall	Telecom One Time	Toll Free Number - New US & Canada				1	$50.00	$50.00	
City Hall	Telecom One Time	Instant-Fax ATA Monthly Service				24	$25.00	$600.00	
Local Housing	Telecom One Time	AA 1st Time Account Programming	1	$25.00	$25.00				
Local Housing	Telecom One Time	Virtual Bundle Setup	2	$15.00	$30.00				
Local Housing	Telecom One Time	Standard Bundle Setup	8	$15.00	$120.00				
Local Housing	Telecom One Time	Instant-Fax ATA Device (plus s/h)	1	$124.00	$124.00				
Local Housing	Telecom One Time	Instant-Fax ATA Service Setup & Config	1	$25.00	$25.00				
Local Housing	Telecom One Time	Web Video Conference Room Setup	1	$25.00	$25.00				
Local Housing	Telecom One Time	Jabra Engage 75 Mono	3	$350.00	$1,050.00				
Local Housing	Telecom One Time	Jabra Engage 75 Stereo	1	$350.00	$350.00				

Local Housing	Telecom One Time	Poly Trio 8500 Conference Phone	1	$648.67	$648.67			
Local Housing	Telecom One Time	Poly VVX 450 POE (w/power supply)	10	$192.37	$1,923.70			
Local Housing	Telecom One Time	Jabra Link EHS Adapter (headset to phone)	4	$45.00	$180.00			
Local Housing	Telecom One Time	Toll Free Number (800 number) Setup	1	$50.00	$50.00			
Local Housing	Telecom One Time	AA - per auto attendant				1	$5.00	$5.00
Local Housing	Telecom One Time	Virtual Bundle - 3 Year Term				2	$7.50	$15.00
Local Housing	Telecom One Time	Standard Bundle - 3 Year Term				8	$22.50	$180.00
Local Housing	Telecom One Time	DID Business Line				1	$4.00	$4.00
Local Housing	Telecom One Time	Instant-Fax ATA Monthly Service				1	$25.00	$25.00
Local Housing	Telecom One Time	Web Video Conference Room				1	$5.00	$5.00
Local Housing	Telecom One Time	Toll Free Number - New US & Canada				1	$7.00	$7.00
Community Improvement Center	Telecom One Time	AA 1st Time Account Programming	4	$25.00	$100.00			
Community Improvement Center	Telecom One Time	Virtual Bundle Setup	4	$15.00	$60.00			
Community Improvement Center	Telecom One Time	Standard Bundle Setup	21	$15.00	$315.00			
Community Improvement Center	Telecom One Time	Jabra Engage 75 Mono	7	$350.00	$2,450.00			
Community Improvement Center	Telecom One Time	Jabra Engage 75 Stereo	4	$350.00	$1,400.00			

Community Improvement Center	Telecom One Time	Jabra Link EHS Adapter (headset to phone)	11	$45.00	$495.00		
Community Improvement Center	Telecom One Time	Poly VVX 450 POE (w/power supply)	25	$192.37	$4,809.25		
Community Improvement Center	Telecom One Time	Toll Free Number (800 number) Setup	1	$50.00	$50.00		
Community Improvement Center	Telecom One Time	DID Business Line	4	$4.00	$16.00		
Community Improvement Center	Telecom One Time	AA - per Auto attendant	4	$5.00	$20.00		
Community Improvement Center	Telecom One Time	Virtual Bundle - 3 Year Term	4	$7.50	$30.00		
Community Improvement Center	Telecom One Time	Standard Bundle - 3 Years Term	21	$22.50	$472.50		
Community Improvement Center	Telecom One Time	Toll Free Number - New US & Canada	1	$7.00	$7.00		
Dollarhide Community Center	Telecom One Time	AA 1st Time Account Programming	3	$25.00	$75.00		

Dollarhide Community Center	Telecom One Time	Standard Bundle Setup	5	$15.00	$75.00		
Dollarhide Community Center	Telecom One Time	Instant-Fax ATA Device (plus s/h)	2	$124.00	$248.00		
Dollarhide Community Center	Telecom One Time	Instant-Fax ATA Service Setup & Config	2	$25.00	$50.00		
Dollarhide Community Center	Telecom One Time	Jabra Engage 75 Mono	1	$350.00	$350.00		
Dollarhide Community Center	Telecom One Time	Jabra Engage 75 Stereo	2	$350.00	$700.00		
Dollarhide Community Center	Telecom One Time	Poly VVX 450 POE (w/power supply)	5	$192.37	$961.85		
Dollarhide Community Center	Telecom One Time	Poly VVX EM50 Expansion Module	2	$201.47	$402.94		
Dollarhide Community Center	Telecom One Time	Jabra Link EHS Adapter (headset to phone)	3	$45.00	$135.00		
Dollarhide Community Center	Telecom One Time	Toll Free Number (800 number) Setup	1	$50.00	$50.00		

Dollarhide Community Center	Telecom One Time	DID Business Line				3	$4.00	$12.00	
Dollarhide Community Center	Telecom One Time	AA - per auto attendant				3	$5.00	$15.00	
Dollarhide Community Center	Telecom One Time	Standard Bundle - 3 Year Term				5	$22.50	$112.50	
Dollarhide Community Center	Telecom One Time	Instant-Fax ATA Monthly Service				2	$25.00	$50.00	
Dollarhide Community Center	Telecom One Time	Toll Free Number - New US & Canada				1	$7.00	$7.00	
General Services Maintenance Yard	Telecom One Time	AA 1st Time Account Programming	1	$25.00	$25.00				
General Services Maintenance Yard	Telecom One Time	Standard Bundle Setup	4	$15.00	$60.00				
General Services Maintenance Yard	Telecom One Time	Instant-Fax ATA Device (plus s/h)	1	$124.00	$124.00				
General Services Maintenance Yard	Telecom One Time	Instant-Fax ATA Service Setup & Config	1	$25.00	$25.00				

General Services Maintenance Yard	Telecom One Time	Jabra Engage 75 Mono	1	$350.00	$350.00			
General Services Maintenance Yard	Telecom One Time	Jabra Engage 75 Stereo	1	$350.00	$350.00			
General Services Maintenance Yard	Telecom One Time	Poly VVX 450 POE (w/power supply)	4	$192.37	$769.48			
General Services Maintenance Yard	Telecom One Time	Jabra Link EHS Adapter (headset to phone)	2	$45.00	$90.00			
General Services Maintenance Yard	Telecom One Time	Toll Free Number (800 number) Setup	1	$50.00	$50.00			
General Services Maintenance Yard	Telecom One Time	DID Business Line				1	$4.00	$5.00
General Services Maintenance Yard	Telecom One Time	AA - per auto attendant				1	$5.00	$5.00
General Services Maintenance Yard	Telecom One Time	Standard Bundle - 3 Year Term				4	$22.50	$90.00
General Services Maintenance Yard	Telecom One Time	Instant-Fax ATA Monthly Service				1	$25.00	$25.00

General Services Maintenance Yard	Telecom One Time	Toll Free Number - New US & Canada				1	$7.00	$7.00	
Public Works Yard	Telecom One Time	AA 1st Time Account Programming	2	$25.00	$50.00				
Public Works Yard	Telecom One Time	Standard Bundle Setup	4	$15.00	$60.00				
Public Works Yard	Telecom One Time	Premium Bundle Setup	23	$30.00	$690.00				
Public Works Yard	Telecom One Time	Instant-Fax ATA Device (plus s/h)	1	$124.00	$124.00				
Public Works Yard	Telecom One Time	Instant-Fax ATA Service Setup & Config	1	$25.00	$25.00				
Public Works Yard	Telecom One Time	Jabra Engage 75 Stereo	5	$350.00	$1,750.00				
Public Works Yard	Telecom One Time	Jabra Engage 75 Mono	9	$350.00	$3,150.00				
Public Works Yard	Telecom One Time	Poly VVX 450 POE (w/power supply)	27	$192.37	$5,193.99				
Public Works Yard	Telecom One Time	Poly VVX EM50 Expansion Module	28	$201.47	$5,641.16				
Public Works Yard	Telecom One Time	Jabra Link EHS Adapter (headset to phone)	14	$45.00	$630.00				
Public Works Yard	Telecom One Time	Toll Free Number (800 number) Setup	1	$50.00	$50.00				
Public Works Yard	Telecom One Time	DID Business Line				2	$4.00	$8.00	
Public Works Yard	Telecom One Time	AA - per auto attendant				2	$5.00	$10.00	
Public Works Yard	Telecom One Time	Standard Bundle - 3 Year Term				4	$22.50	$90.00	

Public Works Yard	Telecom One Time	Premium Bundle - 3 Year Term				23	$42.00	$966.00	
Public Works Yard	Telecom One Time	Instant-Fax ATA Monthly Service				1	$25.00	$25.00	
Public Works Yard	Telecom One Time	Toll Free Number - New US & Canada				1	$7.00	$7.00	
Water Yard	Telecom One Time	AA 1st Time Account Programming	2	$25.00	$50.00				
Water Yard	Telecom One Time	Standard Bundle Setup	3	$15.00	$45.00				
Water Yard	Telecom One Time	Premium Bundle Setup	14	$30.00	$420.00				
Water Yard	Telecom One Time	Instant-Fax ATA Device (plus s/h)	1	$124.00	$124.00				
Water Yard	Telecom One Time	Instant-Fax ATA Service Setup & Config	1	$25.00	$25.00				
Water Yard	Telecom One Time	Jabra Engage 75 Mono	5	$350.00	$1,750.00				
Water Yard	Telecom One Time	Jabra Engage 75 Stereo	2	$350.00	$700.00				
Water Yard	Telecom One Time	Jabra Link EHS Adapter (headset to phone)	7	$45.00	$315.00				
Water Yard	Telecom One Time	Poly VVX EM50 Expansion Module	17	$201.47	$3,424.99				
Water Yard	Telecom One Time	Poly VVX 450 POE (w/power supply)	17	$192.37	$3,270.29				
Water Yard	Telecom One Time	Toll Free Number (800 number) Setup	1	$50.00	$50.00				
Water Yard	Telecom One Time	DID Business Line				2	$4.00	$8.00	
Water Yard	Telecom One Time	AA - per auto attendant				2	$5.00	$10.00	
Water Yard	Telecom One Time	Standard Bundle - 3 Year Term				3	$22.50	$67.50	
Water Yard	Telecom One Time	Premium Bundle - 3 Year Term				14	$42.00	$588.00	
Water Yard	Telecom One Time	Instant-Fax ATA Monthly Service				1	$25.00	$25.00	
Water Yard	Telecom One Time	Toll Free Number - New US & Canada				1	$7.00	$7.00	
Fire Station 1	Telecom One Time	AA 1st Time Account Programming	2	$25.00	$50.00				

Fire Station 1	Telecom One Time	Standard Bundle Setup	15	$15.00	$225.00				
Fire Station 1	Telecom One Time	Jabra Engage 75 Mono	5	$350.00	$1,750.00				
Fire Station 1	Telecom One Time	Jabra Engage 75 Stereo	3	$350.00	$1,050.00				
Fire Station 1	Telecom One Time	Jabra Link EHS Adapter (headset to phone)	8	$45.00	$360.00				
Fire Station 1	Telecom One Time	Poly VVX 450 POE (w/power supply)	15	$192.37	$2,885.55				
Fire Station 1	Telecom One Time	Toll Free Number (800 number) Setup	1	$50.00	$50.00				
Fire Station 1	Telecom One Time	DID Business Line				2	$4.00	$8.00	
Fire Station 1	Telecom One Time	AA - per auto attendant				2	$5.00	$10.00	
Fire Station 1	Telecom One Time	Standard Bundle - 3 Year Term				15	$22.50	$337.50	
Fire Station 1	Telecom One Time	Toll Free Number - New US & Canada				1	$7.00	$7.00	
Fire Station 2	Telecom One Time	AA 1st Time Account Programming	2	$25.00	$50.00				
Fire Station 2	Telecom One Time	Standard Bundle Setup	15	$15.00	$225.00				
Fire Station 2	Telecom One Time	Jabra Engage 75 Mono	5	$350.00	$1,750.00				
Fire Station 2	Telecom One Time	Jabra Engage 75 Stereo	3	$350.00	$1,050.00				
Fire Station 2	Telecom One Time	Jabra Link EHS Adapter (headset to phone)	8	$45.00	$360.00				
Fire Station 2	Telecom One Time	Poly VVX 450 POE (w/power supply)	15	$192.37	$2,885.55				
Fire Station 2	Telecom One Time	Toll Free Number (800 number) Setup	1	$50.00	$50.00				
Fire Station 2	Telecom One Time	DID Business Line				2	$4.00	$8.00	
Fire Station 2	Telecom One Time	AA - per auto attendant				2	$5.00	$10.00	
Fire Station 2	Telecom One Time	Standard Bundle - 3 Year Term				15	$22.50	$337.50	
Fire Station 2	Telecom One Time	Toll Free Number - New US & Canada				1	$7.00	$7.00	
Fire Station 3	Telecom One Time	AA 1st Time Account Programming	2	$25.00	$50.00				
Fire Station 3	Telecom One Time	Standard Bundle Setup	15	$15.00	$225.00				

Fire Station 3	Telecom One Time	Jabra Engage 75 Mono	5	$350.00	$1,750.00				
Fire Station 3	Telecom One Time	Jabra Engage 75 Stereo	3	$350.00	$1,050.00				
Fire Station 3	Telecom One Time	Jabra Link EHS Adapter (headset to phone)	8	$45.00	$360.00				
Fire Station 3	Telecom One Time	Poly VVX 450 POE (w/power supply)	15	$192.37	$2,885.55				
Fire Station 3	Telecom One Time	Toll Free Number (800 number) Setup	1	$50.00	$50.00				
Fire Station 3	Telecom One Time	DID Business Line				2	$4.00	$8.00	
Fire Station 3	Telecom One Time	AA - per auto attendant				2	$5.00	$10.00	
Fire Station 3	Telecom One Time	Standard Bundle - 3 Year Term				15	$22.50	$337.50	
Fire Station 3	Telecom One Time	Toll Free Number - New US & Canada				1	$7.00	$7.00	
Fire Station 4	Telecom One Time	AA 1st Time Account Programming	2	$25.00	$50.00				
Fire Station 4	Telecom One Time	Standard Bundle Setup	15	$15.00	$225.00				
Fire Station 4	Telecom One Time	Jabra Engage 75 Mono	5	$350.00	$1,750.00				
Fire Station 4	Telecom One Time	Jabra Engage 75 Stereo	3	$350.00	$1,050.00				
Fire Station 4	Telecom One Time	Jabra Link EHS Adapter (headset to phone)	8	$45.00	$360.00				
Fire Station 4	Telecom One Time	Poly VVX 450 POE (w/power supply)	15	$192.37	$2,885.55				
Fire Station 4	Telecom One Time	Toll Free Number (800 number) Setup	1	$50.00	$50.00				
Fire Station 4	Telecom One Time	DID Business Line				2	$4.00	$8.00	
Fire Station 4	Telecom One Time	AA - per auto attendant				2	$5.00	$10.00	
Fire Station 4	Telecom One Time	Standard Bundle - 3 Year Term				15	$22.50	$337.50	
Fire Station 4	Telecom One Time	Toll Free Number - New US & Canada				1	$7.00	$7.00	
Park 1 - Gonzalez	Telecom One Time	Standard Bundle Setup	3	$15.00	$45.00				
Park 1 - Gonzalez	Telecom One Time	Jabra Engage 75 Mono	1	$350.00	$350.00				
Park 1 - Gonzalez	Telecom One Time	Jabra Engage 75 Stereo	1	$350.00	$350.00				

Park 1 - Gonzalez	Telecom One Time	Jabra Link EHS Adapter (headset to phone)	2	$45.00	$90.00			
Park 1 - Gonzalez	Telecom One Time	Poly VVX 450 POE (w/power supply)	3	$192.37	$577.11			
Park 1 - Gonzalez	Telecom One Time	Standard Bundle - 3 Year Term				3	$22.50	$67.50
Park 2 - Burrell MacDonald	Telecom One Time	Standard Bundle Setup	3	$15.00	$45.00			
Park 2 - Burrell MacDonald	Telecom One Time	Jabra Engage 75 Mono	1	$350.00	$350.00			
Park 2 - Burrell MacDonald	Telecom One Time	Jabra Engage 75 Stereo	1	$350.00	$350.00			
Park 2 - Burrell MacDonald	Telecom One Time	Jabra Link EHS Adapter (headset to phone)	2	$45.00	$90.00			
Park 2 - Burrell MacDonald	Telecom One Time	Poly VVX 450 POE (w/power supply)	3	$192.37	$577.11			
Park 2 - Burrell MacDonald	Telecom One Time	Standard Bundle - 3 Year Term				3	$22.50	$67.50
Park 3 - Lueders	Telecom One Time	Standard Bundle Setup	3	$15.00	$45.00			
Park 3 - Lueders	Telecom One Time	Jabra Engage 75 Mono	1	$350.00	$350.00			
Park 3 - Lueders	Telecom One Time	Jabra Engage 75 Stereo	1	$350.00	$350.00			
Park 3 - Lueders	Telecom One Time	Jabra Link EHS Adapter (headset to phone)	2	$45.00	$90.00			
Park 3 - Lueders	Telecom One Time	Poly VVX 450 POE (w/power supply)	3	$192.37	$577.11			
Park 4 - Tucker	Telecom One Time	Standard Bundle Setup	3	$15.00	$45.00			

Park 4 - Tucker	Telecom One Time	Jabra Engage 75 Mono	1	$350.00	$350.00			
Park 4 - Tucker	Telecom One Time	Jabra Engage 75 Stereo	1	$350.00	$350.00			
Park 4 - Tucker	Telecom One Time	Jabra Link EHS Adapter (headset to phone)	2	$45.00	$90.00			
Park 4 - Tucker	Telecom One Time	Poly VVX 450 POE (w/power supply)	3	$192.37	$577.11			
Park 5 - Kelly	Telecom One Time	Standard Bundle Setup	3	$15.00	$45.00			
Park 5 - Kelly	Telecom One Time	Jabra Engage 75 Mono	1	$350.00	$350.00			
Park 5 - Kelly	Telecom One Time	Jabra Engage 75 Stereo	1	$350.00	$350.00			
Park 5 - Kelly	Telecom One Time	Jabra Link EHS Adapter (headset to phone)	2	$45.00	$90.00			
Park 5 - Kelly	Telecom One Time	Poly VVX 450 POE (w/power supply)	3	$192.37	$577.11			
Park 6 - Wilson	Telecom One Time	Standard Bundle Setup	3	$15.00	$45.00			
Park 6 - Wilson	Telecom One Time	Jabra Engage 75 Mono	1	$350.00	$350.00			
Park 6 - Wilson	Telecom One Time	Jabra Engage 75 Stereo	1	$350.00	$350.00			
Park 6 - Wilson	Telecom One Time	Jabra Link EHS Adapter (headset to phone)	2	$45.00	$90.00			
Park 6 - Wilson	Telecom One Time	Poly VVX 450 POE (w/power supply)	3	$192.37	$577.11			
Park 3 - Lueders	Telecom One Time	Standard Bundle - 3 Year Term				3	$22.50	$67.50
Park 4 - Tucker	Telecom One Time	Standard Bundle - 3 Year Term				3	$22.50	$67.50
Park 5 - Kelly	Telecom One Time	Standard Bundle - 3 Year Term				3	$22.50	$67.50
Park 6 - Wilson	Telecom One Time	Standard Bundle - 3 Year Term				3	$22.50	$67.50

TOTAL CORPORATE SOLUTIONS

Expect the Best

Solution Pricing and Terms Details (included in Excel file)

Cisco Switches				
Part Number	**Description**	**QTY**	**Price**	**Total Price**
MS225-48	Cisco MS225-48	15	$ 3,834.00	$ 57,510.00
License	MS225-48 1 Year License	15	$ 415.45	$ 6,231.75
MS225-24	Cisco MS225-24	2	$ 2,262.00	$ 4,524.00
License	MS225-24 1 Year License	2	$ 441.52	$ 883.04
MS220-8	Cisco MS220-8	12	$ 490.80	$ 5,889.60
License	MS220-8 1 Year License	12	$ 66.23	$ 794.76
Installation	Installation	1	$ 8,000.00	$ 8,000.00
			Subtotal	$ 83,833.15
			Sales tax	$ 7,772.90
			Total	**$ 91,606.05**

TOTAL CORPORATE SOLUTIONS

Expect the Best

Solution Pricing and Terms Details (included in Excel file)

Hosted Phone System						
Term: 60 month 1,000 Minutes pooled per user per month plan						
Location 205 South Wiloowbrook Ave., Compton, CA 90220						
SKU Name		**Qty**	**MRC List (per unit)**	**NRC List (per unit)**	**MRC (monthly Recurring Cost) Total**	**NRC (non-recurring cost) Total**
Set-up Installation by TCS Fee		325	$ -	$ 57.50	$ -	$ 18,687.50
Phone, ZIP 45G, POE, no AC adapter		325	$ -	$ 159.54	$ -	$ 51,850.50
Phone, ZIP 49G, PoE, no AC adapter		1	$ -	$ 294.00	$ -	$ 294.00
Expansion Mosule for ZIP 49G Phone		1	$ -	$ 108.00	$ -	$ 108.00
Ext 5 Year Warranty - Telephones (Group D)		4	$ -	$ 6,820.50	$ -	$ 27,282.00
Contact Center: 1-User, 1-ZAC/MXIE, 1-Outlook Communicator with Exchange Integration, 1-MXvideo, 1-Mobile Access, 1-MXconference, 1-Fax, 1-Inbound Call		37	$ 39.99	$ -	$ 1,479.63	$ -
Lobby Users		7	$ 9.99	$ -	$ 69.93	$ -
Premium Users: 1-User, 1-ZAC/MXIE, 1-Outlook Communicator with Exchange Integration, 1-MXvideo, 1-Mobile Access, 1-MXconference, 1-Fax		54	$ 17.99	$ -	$ 971.46	$ -
Standard User: 1-User, 1-Mobile Access		227	$ 14.99	$ -	$ 3,402.73	$ -
MXmeeting 2 additional rooms		2	$ 10.00	$ -	$ 20.00	$ -
MXmeeting 5 additional attendees		2	$ 6.00	$ -	$ 12.00	$ -
Active Directory / LDAP Authentication		1	$ 5.00	$ -	$ 5.00	$ -
Active Directory / LDAP Authentication		1	$ -	$ 100.00	$ -	$ 100.00
MXmeeting System (2 Rooms, 10 Attendees)		1	$ 50.00	$ -	$ 50.00	$ -
Existing DIDs to Port (DID Promotional Free)		318	$ -	$ -	$ -	$ -
Existing DIDs to Port (DID Promotional Free)		318	$ -	$ -	$ -	$ -
Site Total Pricing the City of Compton will be billed					**$ 6,010.75**	**$ 98,322.00**

TOTAL CORPORATE SOLUTIONS

Expect the Best

Solution Pricing and Terms Details (included in Excel file)

Cabling Details				
Description	**Site**	**QTY**	**Price**	**Total**
New Cables	City Hall	150	$ 90.00	$ 13,500.00
Labor Hrs.-New Cables	City Hall	120	$ 70.00	$ 8,400.00
Labor Hrs.-Remove Cables	City Hall	48	$ 70.00	$ 3,360.00
48 Port Patch Panels	City Hall	3	$ 200.00	$ 600.00
2 Post Rack	City Hall	2	$ 200.00	$ 400.00
Vertical Wire Management	City Hall	4	$ 230.00	$ 920.00
New Cables	Local Housing Authority	10	$ 90.00	$ 900.00
Labor Hrs.-New Cables	Local Housing Authority	10	$ 70.00	$ 700.00
Labor Hrs.-Remove Cables	Local Housing Authority	4	$ 70.00	$ 280.00
New Cables	Community Improvement Services	22	$ 90.00	$ 1,980.00
Labor Hrs.-New Cables	Community Improvement Services	20	$ 70.00	$ 1,400.00
Labor Hrs.-Remove Cables	Community Improvement Services	6	$ 70.00	$ 420.00
New Cables	Dollarhide Community Center	0	$ -	$ -
Labor Hrs.-New Cables	Dollarhide Community Center	0	$ -	$ -
Labor Hrs.-Remove Cables	Dollarhide Community Center	0	$ -	$ -
New Cables	General Services Maintenance Yard	5	$ 90.00	$ 450.00
Labor Hrs.-New Cables	General Services Maintenance Yard	5	$ 70.00	$ 350.00
Labor Hrs.-Remove Cables	General Services Maintenance Yard	1	$ 70.00	$ 70.00
New Cables	Public Works Yard and Garage	23	$ 90.00	$ 2,070.00
Labor Hrs.-New Cables	Public Works Yard and Garage	20	$ 70.00	$ 1,400.00
Labor Hrs.-Remove Cables	Public Works Yard and Garage	6	$ 70.00	$ 420.00
New Cables	Water Yard	17	$ 90.00	$ 1,530.00
Labor Hrs.-New Cables	Water Yard	16	$ 70.00	$ 1,120.00
Labor Hrs.-Remove Cables	Water Yard	4	$ 70.00	$ 280.00
New Cables	Fire Stations 1-4	20	$ 90.00	$ 1,800.00
Labor Hrs.-New Cables	Fire Stations 1-4	20	$ 70.00	$ 1,400.00
Labor Hrs.-Remove Cables	Fire Stations 1-4	8	$ 70.00	$ 560.00
New Cables	6 Parks	6	$ 90.00	$ 540.00
Labor Hrs.-New Cables	6 Parks	6	$ 70.00	$ 420.00
Labor Hrs.-Remove Cables	6 Parks	6	$ 70.00	$ 420.00
Misc	Misc. parts - Raceways,clips,straps, etc.	1	$1,000.00	$ 1,000.00
			Subtotal	$ 46,690.00
			Sales Tax	2633.23
			Total	**$ 49,323.23**

Additional Patch Panels (optional, if needed)	
24 Port Patch Panel	$ 100.00
48 Port Patch Panel	$ 195.00
2 Post Rack	$ 200.00
Vertical Wire Management	$ 230.00

Section 7 Pricing Matrix

Voice Solution - Standard Non-Recurring

Hardware and Software for SV9300 Solution

The pricing below is for the hardware and software associated with the SV9300 voice solution.

Component	Cost Category	Description	Qty	List	Unit Cost	Discount	Total Cost
Voice	Phone Hardware	GCD-4LCF	1	$320.00	$105.54	67.0%	$105.54
Voice	Phone Hardware	GCD-4COTB-A	1	$237.00	$78.17	67.0%	$78.17
Voice	Phone Hardware	CHS2U INT Battery Kit	11	$265.00	$87.40	67.0%	$961.40
Voice	Phone Hardware	CHS1U INT Battery Kit	11	$441.00	$145.44	67.0%	$1,599.84
Voice	Phone Hardware	Installation Cable	12	$66.00	$31.68	52.0%	$380.16
Voice	Phone Hardware	Rack Mount Kit	11	$56.00	$18.47	67.0%	$203.17
Voice	Phone Hardware	GCD-4COTB-A	1	$237.00	$78.17	67.0%	$78.17
Voice	Phone Hardware	GCD-4LCF	1	$320.00	$105.54	67.0%	$105.54
Voice	Phone Hardware	GCD-4LCF	1	$320.00	$105.54	67.0%	$105.54
Voice	Phone Hardware	GCD-4COTB-A	1	$237.00	$78.17	67.0%	$78.17
Voice	Phone Hardware	GCD-4LCF	1	$320.00	$105.54	67.0%	$105.54
Voice	Phone Hardware	GCD-8LCF	2	$607.00	$200.18	67.0%	$400.36
Software	Infrastructure Software	SV93 UM87 Standard User-1 License	325	$171.00	$56.39	67.0%	$18,326.75
Voice	Phone Hardware	GCD-4COTB-A	1	$237.00	$78.17	67.0%	$78.17
Voice	Phone Hardware	GCD-4LCF	1	$320.00	$105.54	67.0%	$105.54
Voice	Phone Hardware	GPZ-8LCF	2	$595.00	$196.22	67.0%	$392.44
Voice	Phone Hardware	GCD-4LCF	1	$320.00	$105.54	67.0%	$105.54
Voice	Phone Hardware	GCD-4COTB-A	1	$237.00	$78.17	67.0%	$78.17
Software	Infrastructure Software	SV93 VOIP CH-16 License	13	$353.00	$116.41	67.0%	$1,513.33
Voice	Phone Hardware	GCD-4COTB-A	1	$237.00	$78.17	67.0%	$78.17
Software	Infrastructure Software	SV9300 Resource-1 License	64	$50.00	$16.49	67.0%	$1,055.36
Voice	Phone Hardware	SV93 SIP Failover CPU (128)	1	$8,048.00	$2,654.21	67.0%	$2,654.21
Software	Infrastructure Software	SV93 Basic User-1 License	37	$105.00	$34.63	67.0%	$1,281.31
Voice	Phone Hardware	SV93 SIP Basic (128) Plus Package	1	$10,584.00	$3,490.57	67.0%	$3,490.57
Voice	Phone Hardware	GCD-4COTB-A	1	$237.00	$78.17	67.0%	$78.17
Voice	Phone Hardware	SV93 SIP Remote (64) Plus Package	10	$7,277.00	$2,399.94	67.0%	$23,999.40

Software	Infrastructure Software	SV93 SP350 SOFTPHONE - 1 LIC	1	$271.00	$89.38	67.0%	$89.38
Software	Infrastructure Software	SV93 V8 UC VERSION LIC (Included)	1	$2,205.00	$0.00	100.0%	$0.00
Voice	Phone Hardware	CHS1U Rack Mount Kit	11	$88.00	$29.03	67.0%	$319.33
Voice	Phone Hardware	GCD-4LCF	1	$320.00	$105.54	67.0%	$105.54
Voice	Phone Hardware	GCD-4COTB-A	1	$237.00	$78.17	67.0%	$78.17
Software	Infrastructure Software	SV93 Remote Unit-1 License	10	$110.00	$36.28	67.0%	$362.80
Voice	Phone Hardware	GCD-4LCF	1	$320.00	$105.54	67.0%	$105.54
Voice	Phone Hardware	GPZ-4COTF-A	1	$215.00	$70.91	67.0%	$70.91
Software	Infrastructure Software	SV93 SIP TRK-1 License	69	$66.00	$19.60	70.3%	$1,352.40
Software	Infrastructure Software	SV93 SYS FAILOVER OPTION	1	$1,323.00	$436.32	67.0%	$436.32
Voice	Phone Hardware	GCD-4COTB-A	1	$237.00	$78.17	67.0%	$78.17
Software	Infrastructure Software	SV93 Conf Port-8 License	1	$469.00	$154.68	67.0%	$154.68
Software	Infrastructure Software	SV93 SYS FO/RM 60 DAYS-LIC	1	$441.00	$145.44	67.0%	$145.44
Voice	Phone Hardware	GCD-4LCF	1	$320.00	$105.54	67.0%	$105.54
Voice	Phone Hardware	GCD-4COTB-A	1	$237.00	$78.17	67.0%	$78.17
Voice	Phone Hardware	CHS2U JOINT BRACKET KIT	11	$56.00	$18.47	67.0%	$203.17
Voice	Phone Hardware	GCD-4LCF	1	$320.00	$105.54	67.0%	$105.54
Voice	Phone Hardware	GCD-4COTB-A	1	$237.00	$78.17	67.0%	$78.17
					Subtotal: Standard Non-Recurring Cost (Hardware and Software for SV9300)		**$61,308.00**

Software for UM8700 Solution

The pricing below is for the UM8700, the Voice Mail and Unified Messaging solution.

Component	Cost Category	Description	Qty	List	Unit Cost	Discount	Total Cost
Software	Infrastructure Software	SV9X UM 32 Port Base	1	$1,279.00	$515.69	59.7%	$515.69
Software	Infrastructure Software	SV9X UM Add'l Call Server	1	$2,084.00	$840.26	59.7%	$840.26
Software	Infrastructure Software	SV93 UCM DAPS CSV USR-1 LIC	325	$4.20	$1.69	59.8%	$549.25
Software	Infrastructure Software	UCE APPLICATION SUITE MEDIA	1	$56.00	$22.58	59.7%	$22.58
					Subtotal: Standard Non-Recurring Cost (Software for UM8700)		**$1,927.78**

Software for BCT Contact Center Solution

Component	Cost Category	Description	Qty	List	Unit Cost	Discount	Total Cost
Software	Phone Hardware	BCT SOFTWARE DVD	1	$28.00	$11.29	59.7%	$11.29
Software	Phone Hardware	BCT-SV Agent Desktop - 20 Licenses	1	$12,679.00	$5,112.17	59.7%	$5,112.17
Software	Phone Hardware	BCT SV AGENT - 1 LIC.	7	$855.00	$344.74	59.7%	$2,413.18
Software	Phone Hardware	BCT-SV 10 AGENT+FULL REPORT PKG	1	$11,020.00	$4,443.26	59.7%	$4,443.26
Software	Phone Hardware	BCT SV SUPERVISOR LIC	1	$772.00	$311.27	59.7%	$311.27
Software	Phone Hardware	BCT SV MSGBOX/VMS 1 USER LIC	5	$20.00	$8.06	59.7%	$40.30
Software	Phone Hardware	BCT SV VMP PORT LIC.	25	$86.00	$34.68	59.7%	$867.00
Software	Phone Hardware	BCT-SV R11 PLATFORM LIC	1	$452.55	$182.47	59.7%	$182.47
					Subtotal: Standard Non-Recurring Cost (Software for BCT Contact Center)		**$13,380.94**

Software Assurance (SWA)

Component	Cost Category	Description	Qty	List	Unit Cost	Discount	Total Cost
Voice	Maintenance	SWA PSA SV9300 Unit (Year 1)	498	$10.00	$6.96	30.4%	$3,466.08
Voice	Maintenance	SWA PSA SV9X UM Unit (Year 1)	115	$20.00	$13.92	30.4%	$1,600.80
Voice	Maintenance	SWA PSA BCT UNIT (Year 1)	213	$20.00	$13.92	30.4%	$2,964.96
					Subtotal: Standard Non-Recurring Cost (Software Assurance Year 1)		**$8,031.84**

Telephone Handsets

Component	Cost Category	Description	Qty	List	Unit Cost	Discount	Total Cost
Voice	Phone Hardware	DCK-60-1(BK) CONSOLE	16	$250.00	$96.00	61.6%	$1,536.00
Voice	Phone Hardware	AC-Z UNIT	16	$50.00	$19.20	61.6%	$307.20
Voice	Phone Hardware	TEL GIGABIT ETHERNET LIC	309	$38.00	$14.59	61.6%	$4,508.31
Voice	Phone Hardware	DESI DCK-60DSS (PKG 25)	1	$27.00	$10.37	61.6%	$10.37
Voice	Phone Hardware	DT920 IP Self-Labeling Color Display Endpoint (BK)	309	$315.00	$136.08	56.8%	$42,048.72
Voice	Phone Hardware	DT930 IP Self-Labeling Color Touch Panel Display Endpoint (BK)	16	$392.00	$135.48	65.4%	$2,167.68
					Subtotal: Standard Non-Recurring Cost (Telephone Handsets)		**$50,578.28**

DTC Professional Services

The professional services listed below includes all labor to plan, design, program, and implement the solution discussed in this proposal.

Component	Cost Category	Description	Qty	List	Unit Cost	Discount	Total Cost
Installation	Labor	DTC Professional Services	1		$20,539.96		$20,539.96
Voice	Maintenance	1st Year Parts Warranty (included)	-		$0.00		$0.00
Voice	Maintenance	1st Year 24x7 Labor Support (included)	-		$0.00		$0.00
					Subtotal: Standard Non-Recurring Cost (DTC Professional Services)		**$20,539.96**

Miscellaneous Non-Recurring Costs

Component	Cost Category	Description	Qty	List	Unit Cost	Discount	Total Cost
Voice	Phone Hardware	25 PAIR MALE TAIL (50') (90 OR 180 HOOD)	12	$104.00	$62.40	40.0%	$748.80
Voice	Phone Hardware	CAT5e PATCH CORD (14ft)(Black)	325	$4.50	$2.70	40.0%	$877.50
Voice	Phone Hardware	110 BLOCK W/LEGS-100 PAIR	11	$18.00	$10.80	40.0%	$118.80
Voice	Phone Hardware	C5 CONNECTOR	220	$1.06	$0.64	39.6%	$140.80
Voice	Phone Hardware	Miscellaneous Installation Materials	17	$100.00	$78.00	22.0%	$1,326.00
Voice	Infrastructure Hardware	Dell Poweredge R740 Host Server	2	$5,448.00	$4,406.60	19.1%	$8,813.20
Voice	Infrastructure Hardware	Vmware ESXi Virtualization Software	2	$738.00	$706.20	4.3%	$1,412.40
Voice	Infrastructure Hardware	APC Smart-UPS SRT 3000VA Sinewave 2U Rackmount 120V	2	$3,128.00	$2,833.15	9.4%	$5,666.30
Voice	Infrastructure Hardware	APC Smart-UPS SRT 3kVA RM Battery Pack - lead acid	2	$1,298.00	$1,133.32	12.7%	$2,266.64
Applicable Taxes	Phone Hardware	Sales Tax	1		$11,875.96		$11,875.96
Delivery Cost	Phone Hardware	Shipping and freight	1		$942.00		$942.00
						Subtotal: Standard Non-Recurring Cost (Miscellaneous)	**$34,188.40**
						Total Standard Non-Recurring Cost	**$189,955.20**

Voice Solution - Optional Pricing

Recurring billing is monthly.

Billing	Component	Category	Description	Qty	List	Unit Cost	Discount
Non-Recurring	Software	Call Accounting	Metropolis OfficeWatch Call Accounting Software	1	$5,085.00	$4,271.00	16.0%
Non-Recurring	Voice	Calling Rates	UNIVERGE Blue SIP Trunk One Time Charges	1	$100.00	$83.34	16.7%
Non-Recurring	Voice	Add on features	Add 5 incremental users to configuration above	1		$2,400.77	
Non-Recurring	Software	Call Accounting	12-months of Metropolis Software Support	1	$955.00	$802.00	16.0%
Non-Recurring	Maintenance	Maintenance	12-month Extended SWA Coverage	1		$11,540.00	
Non-Recurring	Maintenance	Maintenance	12-month DTC extended Coverage	1		$7,800.00	
Recurring	Voice	Calling Rates	UNIVERGE Blue SIP Trunks - 70 channels	1	$18.00	$13.16	26.9%
Recurring	Voice	User Software	UNIVERGE Blue MEET ProPlus conferencing & collaboration	1	$25.00	$20.24	19.0%

- DTC has included option pricing a call accounting solution. This is a common feature used by Cities
- 12-month Extended SWA Coverage and 12-Month DTC Extended Coverage are for Year-2 coverage. Cost for both coverages increases 3% annually.

Low Voltage - Standard Non-Recurring Pricing

Component	Category	Description	Qty	Unit Cost	Total Cost
Cabling	Low Voltage Materials	BELDEN KeyConnect Faceplates 2-Port white	253	$2.60	$657.80
Cabling	Low Voltage Materials	BELDEN CAT6+ Modular Jack, RJ45, KeyConnect style, Dark Blue	253	$6.25	$1,581.25
Cabling	Low Voltage Materials	6 PORT CAT6 PATCH BOX	10	$26.25	$262.50
Cabling	Low Voltage Materials	BELDEN PATCH PANEL 24 PORT AX103253	5	$210.42	$1,052.10
Cabling	Low Voltage Materials	BELDEN CAT6E 48 PORT PATCH PANEL	4	$264.74	$1,058.96
Cabling	Low Voltage Materials	BELDEN 4 PAIR CAT6 PLENUM BLUE (2413D15U1000)	40,000	$0.31	$12,400.00
Cabling	Low Voltage Materials	ALL THREAD 1/4 inch per foot	450	$0.56	$253.58
Cabling	Low Voltage Materials	J HOOK (MEDUIM) TO 1/4 ROD	325	$5.65	$1,836.25
Cabling	Low Voltage Materials	Miscellaneous Installation Materials (Hilti Sleeves,Pullstring, Ceiling Hardware ETC..)	1	$3,000.00	$3,000.00
Cabling	Labor	DTC Professional Services	1	$47,500.00	$47,500.00
	Taxes	Taxes and Fees			$2,265.50
Total Standard Cost for Low Voltage Installation					**$71,867.94**

Data Switches - Standard Non- Recurring Pricing

Component	Category	Description	Qty	Unit Cost	Total Cost
Data Network	Infrastructure Hardware	OS6360-P48X GigE fixed chassis 48 RJ-45 PoE 10/100/1G BaseT 2 fixed RJ45/SFP combo (1G/10G) 2 fixed SFP+ (1G) uplink or 10G stacking ports. 1RU size	23	$1,968.03	$45,264.69
Data Network	Infrastructure Hardware	3YR SUPPORT Software	23	$85.66	$1,970.18
Data Network	Labor	DTC Professional Services			$1,500.00
Applicable Taxes		Taxes and Fees			$4,841.83
				Total for Standard Non-Recurring Data Switch Installation	**$53,576.70**

Data Switches – OPTION Refurbished Cisco Pricing

Component	Category	Description	Qty	Unit Cost	Total Cost
Data Network	Infrastructure Hardware	Cisco Catalyst 3850	23	$1,650.00	$37,950.00
Data Network	Infrastructure Hardware	Catalyst 3850 4 x10GE	23	$990.00	$22,770.00
Data Network	Infrastructure Hardware	1100W AC Config	23	$302.50	$6,957.50
Data Network	Infrastructure Hardware	GE SFP LC Connector SX Transceiver	17	$44.00	$748.00
Data Network	Labor	DTC Professional Services	1		$4,085.95
Applicable Taxes	Taxes	Taxes and Fees			$7,013.61
				Total for Option Non-Recurring Cisco Switch Installation	**$79,525.06**

VoIP System Options Comparison

INTELESYS IT for Public Sector

	MiVoice Connect Premise - Current Dial Tone	MiVoice Connect Premise - SIP Dial Tone	MiVoice Connect Cloud
Cost Summary - Valid for 120 days after issuance			
One Time Hardware Costs	$135,948.57	$135,948.57	$0.00
Installation / Setup Costs	$34,775.00	$34,775.00	$11,483.00
Sales Tax	$8,684.43	$8,684.43	$0.00
Total One Time Costs	**$179,408.00**	**$179,408.00**	**$11,483.00**
Annual Support Costs	$14,286.00	$14,286.00	$0.00
Monthly "As a Service" Cost	$0.00	$0.00	$4,768.55
Estimated Dial Tone Costs (For accurate numbers please submit recent copy of phone bills)	$1,500.00	$886.00	Included
Recommended Dial Tone Source [1]	PRI	SIP / Analog	Hosted
Calling Costs (Except International and toll free)	$385.00	Included	Included
Regulatory and Use Tax estimate	$330.00	$159.48	$1,001.40
Total Annual Operating Costs	**$40,866.00**	**$26,831.76**	**$69,239.35**
Contract Term in Months	12	36	36
5 Year Cost of Ownership	**$383,738.00**	**$313,566.80**	**$357,679.73**
Financing	Not Requested	Not Requested	Not Aspplicable
Cost to add 5 Phones	Cost of selected phone + Cost of license + $99 setup fee (Assumes switch and PoE port available)	Cost of selected phone + Cost of license + $99 setup fee (Assumes switch and PoE port available)	IP 6930 provided free of charge, just need cost of user
Cost to add 5 Phone - Example	One Time Cost- $168.75 + $146.88 + $99 = $414.63	One Time Cost- $168.75 + $146.88 + $99 = $414.63	Monthly $12.60
Internet Impact	None	3 Mbps	10 Mbps
Redundancy Review			
Hardware Redundancy	Yes	Yes	Yes
Dial Tone Redundancy	Partial	Yes	Yes
Availability in Internet outage	Full	Partial	Cell phone App
Subject to Internet quality	No	Yes	Yes
Fire Station Redundancy	Yes	Yes	Yes
Geographic Relocation	Limited	Yes	Yes

Notes:

[1]SIP and hosted dial tone require adequate internet connectivity

Budgetary numbers provided, phone bills needed for thorough analysis

City of Compton - Non Recurring Charges

Solution is presented as turnkey, including all design, programming, vendor coordination, testing, training, and onsite cutover support.				Total City-wide		Shared Resource		City Hall		Housing Authority		C Improvement		Dollarhide		Maintenance		Public Works		Water Yard		Fire #1-#4		Parks 12-17	
Hardware	List Per Unit	List total	Disc Per Unit	Qty	Total Cost			Qty	Total Cost	Qty	Total Cost	Qty	Total Cost	Qty	Total Cost	Qty	Total Cost	Qty	Total Cost	Qty	Total Cost	Qty	Total Cost	Qty	Total Cost
Mitel Voice Switch ST50A	$ 2,600.00	$ 10,400.00	$1,625.00	4	$6,500.00			0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	4	$6,500.00	0	$0.00
Mitel Voice Switch ST100DA	$ 7,900.00	$ 15,800.00	$4,937.50	2	$9,875.00			2	$9,875.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
Mitel Voice Switch ST100A	$ 4,150.00	$ 4,150.00	$2,593.75	1	$2,593.75			1	$2,593.75	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
Mitel Voice Switch 24A	$ 3,900.00	$ 3,900.00	$2,437.50	1	$2,437.50			1	$2,437.50	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
Rack Mount Kit	$ 95.00		$95.00	5	$475.00			1	$95.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	4	$380.00	0	$0.00
Hardware Subtotal					**$21,881.25**				**$15,001.25**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$6,880.00**		**$0.00**
Software	List Per Unit		Disc Per Unit	Quantity	Total Cost			Quantity	Total Cost	Quantity	Total Cost	Quantity	Total Cost	Quantity	Total Cost	Quantity	Total Cost	Quantity	Total Cost	Quantity	Total Cost	Quantity	Total Cost	Quantity	Total Cost
Courtesy License (Extension Only)	$ 115.00	$ 4,140.00	$71.88	36	$2,587.50			30	$2,156.25	1	$71.88	0	$0.00	2	$143.75	1	$71.88	1	$71.88	1	$71.88	0	$0.00	0	$0.00
Telephony License (Extension&Mailbox)	$ 190.00	$ 18,620.00	$118.75	98	$11,637.50			32	$3,800.00	4	$475.00	10	$1,187.50	3	$356.25	1	$118.75	11	$1,306.25	7	$831.25	24	$2,850.00	6	$712.50
Essentials UC License (Full Featured)	$ 235.00	$ 53,580.00	$146.88	228	$33,487.50			126	$18,506.25	6	$881.25	15	$2,203.13	8	$1,175.00	3	$440.63	16	$2,350.00	10	$1,468.75	35	$5,140.63	9	$1,321.88
Distributed Voice Services	$ 1,050.00	$ 1,050.00	$656.25	1	$656.25			1	$656.25	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
Site License	$ 530.00	$ 2,650.00	$331.25	5	$1,656.25			1	$331.25	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	4	$1,325.00	0	$0.00
Software Subtotal					**$50,025.00**				**$25,450.00**		**$1,428.13**		**$3,390.63**		**$1,675.00**		**$631.25**		**$3,728.13**		**$2,371.88**		**$9,315.63**		**$2,034.38**
Telephones	List Per Unit		Disc Per Unit	Quantity	Total Cost			Quantity	Total Cost	Quantity	Total Cost	Quantity	Total Cost	Quantity	Total Cost	Quantity	Total Cost	Quantity	Total Cost	Quantity	Total Cost	Quantity	Total Cost	Quantity	Total Cost
MiVoice IP 6905	$ 100.00	$ 4,100.00	$62.50	41	$2,562.50	0	$0.00	21	$1,312.50	1	$62.50	4	$250.00	1	$62.50	0	$0.00	0	$0.00	0	$0.00	9	$562.50	5	$312.50
MiVoice IP 6910	$ 170.00	$ 7,480.00	$106.25	44	$4,675.00	0	$0.00	20	$2,125.00	2	$212.50	4	$425.00	1	$106.25	1	$106.25	1	$106.25	1	$106.25	9	$956.25	5	$531.25
MiVoice IP 6920	$ 270.00	$ 48,600.00	$168.75	180	$30,375.00	0	$0.00	97	$16,368.75	7	$1,181.25	17	$2,868.75	5	$843.75	3	$506.25	3	$506.25	2	$337.50	41	$6,918.75	5	$843.75
MiVoice IP 6930	$ 375.00	$ 19,875.00	$234.38	53	$12,421.88	0	$0.00	14	$3,281.25	0	$0.00	0	$0.00	2	$468.75	0	$0.00	23	$5,390.63	14	$3,281.25	0	$0.00	0	$0.00
M695 Console	$ 200.00	$ 3,200.00	$125.00	16	$2,000.00	0	$0.00	14	$1,750.00	0	$0.00	0	$0.00	2	$250.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
IP Conf Phone	$ 735.00	$ 5,145.00	$735.00	7	$5,145.00	0	$0.00	6	$4,410.00	1	$735.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
Telephones Subtotal					**$57,179.38**		**$0.00**		**$29,247.50**	**11**	**$2,191.25**	**25**	**$3,543.75**	**11**	**$1,731.25**	**4**	**$612.50**	**27**	**$6,003.13**	**17**	**$3,725.00**	**59**	**$8,437.50**	**15**	**$1,687.50**
Professional Services			Disc Per Unit	Hours	Total Cost	Hours	Total Cost	Hours	Total Cost	Hours	Total Cost	Hours	Total Cost	Hours	Total Cost	Hours	Total Cost	Hours	Total Cost	Hours	Total Cost	Hours	Total Cost	Hours	Total Cost
Project Management			$150.00	48	$7,200.00	8	$1,200.00	19	$2,850.00	2	$300.00	3	$450.00	2	$300.00	1	$150.00	3	$450.00	2	$300.00	6	$900.00	2	$300.00
Training - End user and Admin			$125.00	61	$7,625.00	8	$1,000.00	24	$3,000.00	2	$250.00	4	$500.00	2	$250.00	1	$125.00	5	$625.00	3	$375.00	9	$1,125.00	3	$375.00
Installation			$175.00	114	$19,950.00	16	$2,800.00	49	$8,575.00	3	$525.00	7	$1,225.00	4	$700.00	2	$350.00	7	$1,225.00	5	$875.00	17	$2,975.00	4	$700.00
Professional Services Subtotal					$34,775.00		**$5,000.00**		**$14,425.00**		**$1,075.00**		**$2,175.00**		**$1,250.00**		**$625.00**		**$2,300.00**		**$1,550.00**		**$5,000.00**		**$1,375.00**
Common Resources	List Per Unit		Disc Per Unit	Quantity	Total Cost	Qty	Total Cost																		
Virtualized VMWare server - City Hall	$ 6,295.00		$5,665.50	1	$5,665.50	1	$5,665.50																		
Emergency notification bundle	$ -		$0.00	1	$0.00	1	$0.00																		
Common Resources Subtotal					**$5,665.50**		**$5,665.50**																		
Shipping					**$1,197.48**		**$248.75**		**$530.99**		**$26.30**		**$42.53**		**$20.78**		**$7.35**		**$72.04**		**$44.70**		**$183.81**		**$20.25**
Taxes					**$8,684.43**		**$580.71**		**$4,535.50**		**$224.60**		**$363.23**		**$177.45**		**$62.78**		**$615.32**		**$381.81**		**$1,570.04**		**$172.97**
Project Total: 20% due on delivery and acceptance, 20% due on 1st site go-live +5 days, 20% due on go live 7th & 8th site +10 days, 20% due on 12th site go live + 5 days, balance due upon project completion +30 days					**$179,408.03**		**$11,494.96**		**$89,190.23**		**$4,945.27**		**$9,515.13**		**$4,854.48**		**$1,938.88**		**$12,718.61**		**$8,073.39**		**$31,386.98**		**$5,290.09**

Incremental Costs

* Per Unit discount prices good until 90 days post cutover, after that hardware will be 35% off list
* Labor rates valid while under support
* Additional phone costs - Cost of selected phone + Cost of license + $99 setup fee (Assumes switch and PoE port available)

City of Compton - Recurring Charges

Component	Qty	Annual Year 1	Annual Ongoing
Hardware Appliances	8	$4,281.25	$4,281.25
System Software Licenses	362	$10,005.00	$10,005.00
Main Server - 3 Year Warrantty	1	Incl	Incl to year 4
Total Support Cost		**$14,286.25**	**$14,286.25**

City of Compton - Dial tone replacement once contracts are up

Dial Tone Service	Qty	Unit	Total
SIP (Includes call plan)	40	$ 14.50	$580.00
Analog Lines (Fire) - Cal Net 3	12	$ 12.95	$155.40
Cellular back-up - 5 Gigabit	1	$ 149.95	$149.95
Total operating cost - Taxes not included			**$885.35**

Mitel
MiVoice Connect Premise VoIP System

INTELESYS
IT for Public Sector

City Hall

Virtual Server

IP6920/30

24-Fax
14 – Reception
110 – Standard User
6 – Conference room
28 – Unassigned

(2)ST 100DA

ST 100A

24A

PRI/SIP

(2) Analog Lines

Municipal Law Enforcement

IP6920/30

21 – Standard User
4 – Unassigned

Internet

SIP

50/50 Fiber / VPN

#3 25 Meg Spectrum

Cellular

Mobility

Wi-Fi

MPLS

Wireless Pt to Pt

Wireless Pt to Pt

Spectrum 25 Meg

Internet

WAN

IP6920/30

59 – Standard User

(4) ST 50A

(2) Analog Lines/ Site

1.54 / 3.0 Meg MPLS

Fire Stations #1-#4

Wireless Pt to Pt

IP6920/30

1,1 -Fax
3,4 – Standard User
14,23 Call Center Agents

Call Center Sites
- Water Yard
- Pub Works – Spectrum 25 Meg Internet

AT&T 6 Meg/VPN

Internet

AT&T 6 Meg/VPN

IP6920/30

15 – Standard User

Parks

IP6920/30

1,1,2 -Fax
1,0,0 – Conference
8,4,3 – Standard User
0,0,2 – Reception
2,0,4 – Unassigned

Other Sites
- Housing Authority – 6/6 Fiber Internet/VPN
- Maintenance – 1 Gig AT&T Internet/VPN
- Dollarhide – Wireless Pt to Pt

Designed and Presented by
Intelesys
www.it4ps.com
888-546-8353
aaronb@it4ps.com

Data Switch & Cabling Quote - Cisco

INTELESYS
IT for Public Sector

Cost Summary - Valid for 120 days after issuance

Item	Quantity	Discounted Unit Cost	Total Cost
Cisco MS225 48FP w/ 3 Year License and Support	19	$4,199.00	$79,781.00
Cisco MS225 24P w/ 3 Year License and Support	5	$2,999.00	$14,995.00
Cisco MS120 8FP w/ 3 Year License and Support	11	$749.00	$8,239.00
Cisco Meraki MS225 Stacking Cable	16	$82.99	$1,327.84
Cable, hacks, patch panels, racks etc.			$5,083.50
Labor - Switch programming, config and moutning	35	$225.00	$7,875.00
Labor to Include - See scope for full details			
- Clean up existing infrastructure			
- Properly terminate hanging jacks in office space			
- Stress test (25) cable runs for integrity			
- Label all data feeds in MDF / IDF			
- Install cable and racks as needed			
- Decommission unused cable infrastructure			
Labor Total	214	$115.00	$24,610.00
Tax			$11,080.10
Project Discount			-$5,217.14
Cabling Project Total			$152,991.44

Walk Thru Results

Site Walk 4-5 at 7:30 am with Ruben Camarena
Cisco switches are end of life and need replacing
Most data drops are CAT 5e or better capable of delivering gig to the desktop
Telephone sets can run in line with data jacks delivering a pass thru gig data port to the end device
Cable condition and organization needs substantial work to bring to optimal use

TOTAL CORPORATE SOLUTIONS

Expect the Best

Solution Pricing and Terms Details (included in Excel file)

On Premise Phone System				
Part Number	**Description**	**QTY**	**Price**	**Total Price**
90-08500	M500, 5 meeting rooms, 20 concurrent users (Expandable to 20 rooms and 100 users)	1	$ 2,012.40	$ 2,012.40
90-07100	MX-E+ max 1000 users	1	$ 5,394.00	$ 5,394.00
90-15375	Active Directory / LDAP Authentication: Licensed per MX-SE and MX-E	1	$ 238.80	$ 238.80
90-16073	Standard User: New System Order - Includes User License / Zultys Mobile Communicator	234	$ 99.60	$ 23,306.40
90-16075	Premium User: New System Order - Includes User License / ZAC-MXIE / Outlook Communicator / MXvideo / FAX / MXconference / Zultys Mobile Communicator	54	$ 129.60	$ 6,998.40
90-16074	Contact Center - (ICC): New System Order - Includes Premium User / ICC License for Agent or Supervisor / MXreport - Call Center Edition	37	$ 288.00	$ 10,656.00
90-0945G	Phone, ZIP 45G, POE, no AC adapter	325	$ 159.54	$ 51,850.50
90-17920	Ext Warranty - MX-E+ Hardware & software assurance licenses Total 5 years	4	$ 6,820.50	$ 27,282.00
90-0949G	Phone, ZIP 49G, POE, no AC adapter	1	$ 294.00	$ 294.00
90-09450	Expansion Mosule for ZIP 49G Phone	1	$ 108.00	$ 108.00
90-07212	Dual PRI/T1 Card for MX-E	1	$1,696.80	$ 1,696.80
Installation	Installation	325	$ 57.50	$ 18,687.50
	NOTES:			
	Exisitng faxes to remain as is as stand alone machines		Sales Tax	$ 13,308.32
	This Premise quote assumes SIP trunking by others to be used in lieu of		Total	**$161,833.12**
	PRI circuits requiring Gateway devices we can be provided if needed			

TOTAL CORPORATE SOLUTIONS

Expect the Best

Solution Pricing and Terms Details (included in Excel file)

Cabling Details				
Description	**Site**	**QTY**	**Price**	**Total**
New Cables	City Hall	150	$ 90.00	$ 13,500.00
Labor Hrs.-New Cables	City Hall	120	$ 70.00	$ 8,400.00
Labor Hrs.-Remove Cables	City Hall	48	$ 70.00	$ 3,360.00
48 Port Patch Panels	City Hall	3	$ 200.00	$ 600.00
2 Post Rack	City Hall	2	$ 200.00	$ 400.00
Vertical Wire Management	City Hall	4	$ 230.00	$ 920.00
New Cables	Local Housing Authority	10	$ 90.00	$ 900.00
Labor Hrs.-New Cables	Local Housing Authority	10	$ 70.00	$ 700.00
Labor Hrs.-Remove Cables	Local Housing Authority	4	$ 70.00	$ 280.00
New Cables	Community Improvement Services	22	$ 90.00	$ 1,980.00
Labor Hrs.-New Cables	Community Improvement Services	20	$ 70.00	$ 1,400.00
Labor Hrs.-Remove Cables	Community Improvement Services	6	$ 70.00	$ 420.00
New Cables	Dollarhide Community Center	0	$ -	$ -
Labor Hrs.-New Cables	Dollarhide Community Center	0	$ -	$ -
Labor Hrs.-Remove Cables	Dollarhide Community Center	0	$ -	$ -
New Cables	General Services Maintenance Yard	5	$ 90.00	$ 450.00
Labor Hrs.-New Cables	General Services Maintenance Yard	5	$ 70.00	$ 350.00
Labor Hrs.-Remove Cables	General Services Maintenance Yard	1	$ 70.00	$ 70.00
New Cables	Public Works Yard and Garage	23	$ 90.00	$ 2,070.00
Labor Hrs.-New Cables	Public Works Yard and Garage	20	$ 70.00	$ 1,400.00
Labor Hrs.-Remove Cables	Public Works Yard and Garage	6	$ 70.00	$ 420.00
New Cables	Water Yard	17	$ 90.00	$ 1,530.00
Labor Hrs.-New Cables	Water Yard	16	$ 70.00	$ 1,120.00
Labor Hrs.-Remove Cables	Water Yard	4	$ 70.00	$ 280.00
New Cables	Fire Stations 1-4	20	$ 90.00	$ 1,800.00
Labor Hrs.-New Cables	Fire Stations 1-4	20	$ 70.00	$ 1,400.00
Labor Hrs.-Remove Cables	Fire Stations 1-4	8	$ 70.00	$ 560.00
New Cables	6 Parks	6	$ 90.00	$ 540.00
Labor Hrs.-New Cables	6 Parks	6	$ 70.00	$ 420.00
Labor Hrs.-Remove Cables	6 Parks	6	$ 70.00	$ 420.00
Misc	Misc. parts - Raceways,clips,straps, etc.	1	$1,000.00	$ 1,000.00
			Subtotal	$ 46,690.00
			Sales Tax	2633.23
			Total	**$ 49,323.23**

Additional Patch Panels (optional, if needed)	
24 Port Patch Panel	$ 100.00
48 Port Patch Panel	$ 195.00
2 Post Rack	$ 200.00
Vertical Wire Management	$ 230.00

TOTAL CORPORATE SOLUTIONS

Expect the Best

Solution Pricing and Terms Details (included in Excel file)

Cisco Switches				
Part Number	**Description**	**QTY**	**Price**	**Total Price**
MS225-48	Cisco MS225-48	15	$ 3,834.00	$ 57,510.00
License	MS225-48 1 Year License	15	$ 415.45	$ 6,231.75
MS225-24	Cisco MS225-24	2	$ 2,262.00	$ 4,524.00
License	MS225-24 1 Year License	2	$ 441.52	$ 883.04
MS220-8	Cisco MS220-8	12	$ 490.80	$ 5,889.60
License	MS220-8 1 Year License	12	$ 66.23	$ 794.76
Installation	Installation	1	$ 8,000.00	$ 8,000.00
			Subtotal	$ 83,833.15
			Sales tax	$ 7,772.90
			Total	**$ 91,606.05**

June 2, 2021

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING A COOPERATIVE AGREEMENT BETWEEN THE CITY OF COMPTON AND THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY FOR THE AFFORDABLE HOUSING AND SUSTAINABLE COMMUNITIES PROGRAM

SUMMARY

Adoption of the attached resolution will authorize the City Manager to enter into a Cooperative Agreement between the City of Compton ("CITY") and the Los Angeles County Metropolitan Transportation Authority ("METRO"). The purpose of the Cooperative Agreement is a commitment to purchase up to four (4) new Metro battery-electric buses, if grant funds are awarded through a grant application to the California Department of Housing and Community Development under the Affordable Housing and Sustainable Communities Program.

BACKGROUND

The California Department of Housing and Community Development ("HCD") issued a Notice of Funding Availability ("NOFA"), dated February 26, 2021, under the Affordable Housing and Sustainable Communities ("AHSC") Program. The CITY is a joint applicant with Keith B. Key Enterprises, LLC ("DEVELOPER") under the AHSC program. Part of the grant requirements require allocation of funds for construction of Sustainable Transportation Improvements ("STI") and the Transit Related Amenities ("TRA") portions of the project encompassing the mixed-use development of the properties located at 500, 501, 509, 515, 537, 545, 601, 607, and 625 East Compton Boulevard, 110 North Willow Street, and 107 North Santa Fe Avenue ("PROJECT") in the City of Compton.

As part of the $28,000,000 grant application to AHSC Program, there is budget category for construction of the STI and the TRA portions of the AHSC Program application which includes a request for $3,600,000 for the purchase of METRO battery-electric buses (BUSES).

As METRO is not a direct applicant of the funds, the AHSC Program requires METRO and the CITY to enter into the attached Cooperative Agreement under the specific AHSC Program Threshold Requirement, stated in Section 106 (a) (12) (A) of the Round 6 FY 2019-2020 AHSC Program Guidelines dated February 24, 2021.

STATEMENT OF THE ISSUE

The CITY and METRO wish to enter into the Cooperate Agreement as part of the submittal of the grant application to allow METRO to be reimbursed directly for the purchase of the BUSES. METRO will not be a direct applicant for the AHSC funds, but, as set forth in the Cooperative Agreement; and only if the grant application is funded; will purchase BUSES as part of increased service on the METRO routes 127 and 207, with stops within the PROJECT area.

If a grant award is received from AHSC for the development of STI and TRA, the CITY will have the sole responsibility to complete the STI and TRA improvements in accordance with the terms of the AHSC award documents. If a grant award is received from AHSC in the amount of $3,600,000 to procure the BUSES, METRO shall have sole responsibility to procure 4 BUSES in accordance with the agreed upon schedule of performance and any specific award requirements related to the procurement of said BUSES. All Parties will provide the other Parties with copies of the notice of completion, and other documents related to their respective work that the other Parties may reasonably request, including quarterly progress reports on each Party's work.

FISCAL IMPACT

There is no fiscal impact resulting from the adoption of this Resolution. If awarded grant funds, staff will request City Council approval of the AHSC Grant Agreement and disbursal of funds pursuant the attached Cooperative Agreement between the CITY and METRO.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

CRAIG J. CORNWELL
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING A COOPERATIVE AGREEMENT BETWEEN THE CITY OF COMPTON AND THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY FOR THE AFFORDABLE HOUSING AND SUSTAINABLE COMMUNITIES PROGRAM

WHEREAS, the California Department of Housing and Community Development ("HCD") issued a issued a Notice of Funding Availability ("NOFA"), dated February 26, 2021, under the Affordable Housing and Sustainable Communities ("AHSC") Program; and

WHEREAS, the City of Compton ("CITY") is a joint applicant with Keith B. Key Enterprises, LLC ("DEVELOPER") under the AHSC program and part of the grant requires allocation of funds for construction of Sustainable Transportation Improvements ("STI") and the Transit Related Amenities ("TRA") portions of the project encompassing the mixed-use development of the properties located at 500, 501, 509, 515, 537, 545, 601, 607, and 625 East Compton Boulevard, 110 North Willow Street, and 107 North Santa Fe Avenue ("PROJECT") in the City of Compton; and

WHEREAS, as part of the $28,000,000 grant application to AHSC Program, there is budget category for construction of the STI and the TRA portions of the AHSC Program application which includes a request for $3,600,000 for the purchase of four (4) METRO battery-electric buses ("BUSES"); and

WHEREAS, the CITY and the Los Angeles County Metropolitan Transportation Authority ("METRO") wish to cooperate on the submittal of the grant application to allow METRO to be reimbursed directly for the purchase of the BUSES; and

WHEREAS, the AHSC Program requires METRO and the CITY to enter into the attached Cooperative Agreement under the specific AHSC Program Threshold Requirement stated in Section 106 (a) (12) (A) of the Round 6 FY 2019-2020 AHSC Program Guidelines dated February 24, 2021; and

WHEREAS, METRO will not be a direct applicant for the AHSC funds, but, as set forth in the Cooperative Agreement; and only if the grant application is funded; will purchase BUSES as part of increased service on the METRO routes 127 and 207, with stops within the PROJECT area; and

WHEREAS, there is no fiscal impact resulting from the adoption of this Resolution, and if awarded grant funds, staff will request City Council approval of the AHSC Grant Agreement and disbursal of funds pursuant to the attached Cooperative Agreement between the CITY and METRO.

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

Section 1. That the above recitals are all true and correct and incorporated herein.

Section 2. That the City of Compton and the Los Angeles County Metropolitan Transportation Authority desire to enter into the Cooperative Agreement attached to this Resolution. By adopting this Resolution, the City Council hereby approves and authorizes the City Manager, on advice and approval of the City Attorney to execute and deliver the Cooperative Agreement in substantially the form attached to this Resolution, marked as Exhibit "A" (which is incorporated herein).

Section 3. That if a grant award is received from Affordable Housing and Sustainable Communities Program for the construction of Sustainable Transportation Improvements ("STI") and the Transit Related Amenities ("TRA"), the City of Compton will have the sole responsibility to complete the STI and TRA improvements, in accordance with the terms of the Affordable Housing and Sustainable Communities award documents.

Section 4. That if a grant award is received from Affordable Housing and Sustainable Communities Program in the amount of $3,600,000 to procure four (4) battery-electric buses, the Los Angeles County Metropolitan Transportation Authority shall have sole responsibility to procure the buses in accordance with the agreed upon schedule of performance and any specific award requirements related to the procurement of said buses.

Section 5. That all Parties will provide the other Parties with copies of the notice of completion, and other documents related to their respective work that the other Parties may reasonably request, including quarterly progress reports on each Party's work.

Section 6. That a certified copy of this Resolution shall be filed in the offices of the City Manager, City Clerk, City Controller and City Attorney.

Section 7. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this _____ day of _____, 2021.

_____
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 Council, signed by the Mayor, and attested by the City Clerk at the regular meeting thereof held on the _____ day of _____, 2021.

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

EXHIBIT "A"

[COOPERATIVE GRANT AGREEMENT]

COOPERATIVE AGREEMENT
BETWEEN
LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY
AND
CITY OF COMPTON
FOR THE METRO BUSES FOR AFFORDABLE HOUSING AND SUSTAINABLE COMMUNITIES PROGRAM

This Cooperative Agreement ("AGREEMENT") is entered into as of the _____, 2021, between the Los Angeles County Metropolitan Transportation Authority ("METRO") and the City of Compton ("CITY"), each of which is referred to herein individually as "Party" and jointly as "Parties".

RECITALS

WHEREAS, the State of California, Department of Housing and Community Development ("HCD") issued a Notice of Funding Availability ("NOFA"), dated February 26, 2021, under the Round 6 Affordable Housing and Sustainable Communities ("AHSC") Program; and

WHEREAS, the CITY and Keith B. Key Enterprises, LLC ("DEVELOPER") (jointly, "APPLICANTS") are applying for AHSC Grant Funds in response to the NOFA to provide funding for Sustainable Transportation Improvements ("STI") and the Transit Related Amenities ("TRA") portions of the AHSC Program on or before June 8, 2021; and

WHEREAS, the CITY is seeking an award from the AHSC STI and TRA funds in an aggregate amount of around $28,000,000 for infrastructure improvements, which includes a request for $3,600,000 for the purchase of four battery-electric buses ("BUSES") by METRO under the STI and TRA portions of the AHSC Program; and

WHEREAS, METRO and the CITY wish to cooperate on the submittal of the grant application to allow METRO to be reimbursed directly for the purchase of the BUSES; and

WHEREAS, as METRO is not a direct applicant of the funds, the AHSC Program requires METRO and the CITY to enter into this AGREEMENT under the specific AHSC Program Threshold Requirement stated in Section 106 (a) (12) (A) of the FY 2019-2020 AHSC Program Guidelines, dated February 24, 2021; and

WHEREAS, the FY 2019-2020 AHSC Program Guidelines require applicants to provide evidence of at least two prior projects that are similar to the proposed AHSC project in scope and size which have been completed by the applicant, or joint applicant, during the ten (10) years preceding the application due date. This section of the guidelines also states that the applicants may demonstrate the requisite experience by using the past experience of work completed by a non-applicant so long as the applicants can provide an executed agreement with that specific non-applicant for the completion of the related work in the APPLICATION for which funding is sought; and

WHEREAS, METRO, as a non-applicant, can demonstrate prior experience and provide evidence of at least two prior projects that are similar in scope and size which have been completed during the ten (10) years preceding June 8, 2021, as follows:

1. METRO has been operating fixed route bus service since 1993.

2. METRO has completed numerous bus procurement projects. As applicable to CNG buses, Metro has completed the procurement of over 1,500 buses since 2008. As applicable to zero emission buses, Metro executed a total of three contracts for the procurement of 105 40-ft and 60-ft articulated battery-electric buses from New Flyer of America and BYD Coach & Bus for the G Line and the J Line in 2017. The 40 qty. 60-ft articulated battery-electric buses from New Flyer for the G Line are already received and in service on that line. The 60 qty. BYD 40-ft battery-electric buses for the Metro J Line will be deployed by fall of 2022. In September 2019, the Metro Board of Directors authorized the execution of a contract option for the procurement of an additional 40 qty. 40-ft battery-electric buses from BYD.

NOW, THEREFORE, the Parties to this AGREEMENT agree as follows:

I. METRO Responsibilities

If a grant award is received from the AHSC Program in the amount of $3,600,000 to procure the BUSES, METRO shall have sole responsibility to procure the four battery-electric in accordance with any specific award requirements related to the procurement of said BUSES by Fiscal Year 2027.

II. CITY Responsibilities

If a grant award is received from AHSC for the development of STI and TRA, the CITY will have the sole responsibility to complete the STI and TRA, including upgraded bus stops, STI improvements, and complete streets, in accordance with the terms of the AHSC award documents.

III. Joint Responsibilities

All Parties will provide the other Parties with copies of the notice of completion, and other documents related to their respective work that the other Parties may reasonably request, including quarterly progress reports on each Party's work.

METRO and the CITY each acknowledge and agree that the inability or failure by any Party to fully and timely meet each Party's respective responsibilities as required by the AHSC Documents may affect the timing and right of the other Parties to receive disbursement of AHSC funds. Specific grant requirements will be outlined in the HCD's Disbursement Agreement and its exhibits.

IV. Implementation Agreements

To date, METRO has adopted a comprehensive rollout plan to transition its fleet to Zero Emission Buses by 2030 (See METRO Board of Directors items 2017-0524 and 2020-0636 for further reference). METRO has also adopted its NextGen Bus Plan, which includes expansion of service on Line 207 as part of a system wide overhaul of the bus system (See METRO Board of Directors item 2020-0617 for further reference). METRO intends to seek approval from the METRO Board of Directors for a Life of Project Budget for the procurement of 500 Battery Electric Buses (BEB), which would include the BUSES on Line 207 as described in Section I of this Agreement, to be deployed first to Divisions 9 and 18, which will be the first to have BEB infrastructure per the comprehensive rollout plan. Line 127 operates out of Division 18.

In the event an award of funds is received from AHSC, METRO and the CITY recognize that each Party will need additional assurances and indemnification agreements, including but not limited to, Mutual Indemnification and Hold Harmless agreement for Public Entities under California Government Code Section 895 et. al., as well as the agreements from the other Parties (including assurances for the PROJECT' s lenders and investors) regarding the specific award before commencement of construction of the PROJECT, commencement of construction of the STI and TRA improvements, and procurement and operation of BUSES. The Parties agree to amend this AGREEMENT and/or enter into an Implementation Agreement or other agreements which will be necessary to provide reasonable assurances and indemnification to one another, including assurances and indemnification by METRO related to its procurement and operation of BUSES and any disbursement or expenditure of AHSC funds. The Parties recognize that any such amendments to this AGREEMENT or execution of additional agreements may require approval of METRO Board of Directors and/or CITY Council, which shall not be unreasonably delayed, withheld or denied.

V. Miscellaneous

A. Waiver. No waiver of any default or breach of any covenant of this AGREEMENT by any Party will be implied from any omission by any Party to take action on account of such default if such default persists or is repeated. Express waivers are limited in scope and duration to their express provisions. Consent to one action does not imply consent to any future action.

B. Events of Default. If a Party fails to perform any of its obligations under this AGREEMENT, and does not cure such failure within 30 days after written notice of such failure has been delivered to the defaulting Party at the address indicated below in Section VI (N) - Notice, the occurrence shall constitute an Event of Default under this AGREEMENT. Upon an Event of Default, any Party may terminate this Agreement as to the defaulting Party by giving notice to the other Parties.

C. Termination. This AGREEMENT shall terminate upon the earlier of: (i) failure to receive an AHSC award, or (ii) mutual agreement of the Parties hereto to terminate the AGREEMENT, or (iii) termination pursuant to Section VI (B) - Events of Default, above.

D. Assignment. No Party can assign, transfer or otherwise substitute its interest or obligations under this AGREEMENT without the written consent of the other Party.

E. Governing Law. This AGREEMENT is governed by the laws of the State of California as applied to contracts that are made and performed entirely in California and any action shall be for venues in the City of Compton.

F. Amendments. This AGREEMENT may only be amended in writing and must be executed by all Parties.

G. Disputes. If a question arises regarding interpretation of this AGREEMENT or its performance, or the alleged failure of a Party to perform, the Party raising the question or making the allegation must give written notice thereof to the alleged breaching Party with a copy to all Parties. The Parties will promptly meet in an effort to resolve the issues raised. If the Parties fail to resolve the issues raised, alternative forms of dispute resolution, including mediation or binding arbitration, may be pursued by mutual agreement. It is the intent of the Parties, to the extent possible, that litigation be avoided as a method of dispute resolution.

I. Relationship of the Parties. It is understood that this is an AGREEMENT by and among independent agencies and is not intended to and does not create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than what is described in the AGREEMENT.

J. Warranty of Authority to Execute Agreement. Each Party to this AGREEMENT represents and warrants that each person whose signature appears hereon is duly authorized and has the full authority to execute this AGREEMENT on behalf of the entity that is a Party to this AGREEMENT.

K. Severability. If any portion of this AGREEMENT, or the application thereof, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining portions of this AGREEMENT, or the application thereof, will remain in full force and effect.

L. Counterparts. This AGREEMENT may be executed in counterparts. This AGREEMENT can be executed electronically.

M. Entire Agreement. This AGREEMENT constitutes the entire agreement among the Parties pertaining to its subject matter and supersedes any prior or contemporaneous written or oral agreement among the Parties on the same subject.

N. Notices. Formal notices, demands, and communications among the Parties shall be sufficiently given if, and shall not be deemed given unless, dispatched by registered or certified mail, postage prepaid, return receipt requested; or delivered by express delivery service, return receipt requested, or delivered personally, to the principal offices of the Parties as follows:

METRO: One Gateway Plaza
Mail Stop: 99-23-3
Los Angeles, CA 90012-2952
Attn: James Andrew
andrewj@metro.net
(213) 922-2086

CITY: City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: City Manager
(310) 605-5585

IN WITNESS WHEREOF, each of the undersigned hereby executes this AGREEMENT in the spaces provided below to evidence their respective agreement to the terms of this AGREEMENT.

CITY OF COMPTON

_____ Dated: _____
Craig J. Cornwell, City Manager

Approved as to form:

_____ Dated: _____
Damon M. Brown, City Attorney

ATTEST:

_____ Dated: _____
Alita Godwin, City Clerk

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

_____ Dated: _____
Laurie Lombardi, Senior Executive Officer

June 2, 2021

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING SUBMISSION OF A JOINT GRANT APPLICATION BY THE CITY AND KEITH B. KEY ENTERPRISES, LLC FOR AFFORDABLE HOUSING AND SUSTAINABLE COMMUNITIES GRANT FUNDS UNDER THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT TO USE FOR A PROPOSED MIXED-USE DEVELOPMENT ON SUCCESSOR AGENCY-OWNED PROPERTIES

SUMMARY

Adoption of the attached resolution will authorize the submission of a joint application by the City of Compton and Keith B. Key Enterprises, LLC with the California Department of Housing and Community Development ("HCD") for Affordable Housing and Sustainable Community ("AHSC") Grant funds in the amount of Twenty Eight Million Dollars ($28,000,000.00) to use for a proposed mixed-use development project on Successor Agency-owned properties located at: 500, 501, 509, 515, 537, 545, 601, 607, and 625 East Compton Boulevard, 110 North Willow Street and 107 North Santa Fe Avenue.

BACKGROUND

The Successor Agency to the Community Redevelopment Agency of the City of Compton ("Successor Agency") and Keith B. Key Enterprises, LLC ("KBK Enterprises") currently have an Exclusive Negotiation Agreement to develop certain Successor Agency-owned properties located at 500, 501, 509, 515, 537, 545, 601, 607, and 625 East Compton Boulevard, 110 North Willow Street, and 107 North Santa Fe Avenue. The proposed project includes a residential unit mix of up to 290 residential units along with 4,000-6000 square feet of one-story retail outlet space and over 40,000 square feet of commercial/retail space.

STATEMENT OF ISSUE

On February 26, 2021, the State of California Strategic Growth Council and HCD issued a Notice of Funding Availability ("NOFA") under the AHSC Program, established under Division 44, Part 1 of the Public Resources Code commencing with Section 75200.

The City of Compton and KBK Enterprises ("Applicant") desire to apply for AHSC Program Grant funds and submit an application package released by HCD for the AHSC Program. The grant application will be for a proposed mixed-use development on Successor Agency-owned properties located at 500, 501, 509, 515, 537, 545, 601, 607, and 625 East Compton Boulevard, 110 North Willow Street, and 107 North Santa Fe Avenue. The proposed project includes a residential unit mix of up to 290 residential units along with 4,000-6000 square feet of one-story retail outlet space and over 40,000 square feet of commercial/retail space.

The AHSC Grant Program requires that the City's legislative body approve the submission of the grant application for the requested funding. The City and KBK Enterprises will be submitting a grant application for a total amount not to exceed $28,000,000. If awarded, it is proposed that the grant funds be divided into two (2) categories; to wit: a loan for affordable housing and a grant for related infrastructure improvements.

Concurrent with the attached resolution, the Board of the Successor Agency will consider and act on a resolution authorizing the City and KBK Enterprises to file a joint application for the AHSC Grant funds that would be used for the proposed improvements on the above-identified Successor Agency-owned properties.

FINANCIAL IMPACT

There is no fiscal impact resulting from the adoption of this Resolution. If awarded the grant funds, staff will present to the City Council a request to accept and appropriate the grant funds within the City's annual budget and approval of a Grant Agreement.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

CRAIG J. CORNWELL
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING SUBMISSION OF A JOINT GRANT APPLICATION BY THE CITY AND KEITH B. KEY ENTERPRISES, LLC FOR AFFORDABLE HOUSING AND SUSTAINABLE COMMUNITIES GRANT FUNDS UNDER THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT TO USE FOR A PROPOSED MIXED USE DEVELOPMENT ON SUCCESSOR AGENCY-OWNED PROPERTIES

WHEREAS, on February 26, 2021, the State of California Strategic Growth Council and the California Department of Housing and Community Development ("HCD") issued a Notice of Funding Availability ("NOFA") under the Affordable Housing and Sustainable Communities ("AHSC") Grant Program, established under Division 44, Part 1 of the Public Resources Code commencing with Section 75200; and

WHEREAS, the Successor Agency to the Community Redevelopment Agency of the City of Compton ("Successor Agency") and Keith B. Key Enterprises, LLC ("KBK Enterprises") currently have an Exclusive Negotiation Agreement to develop Successor Agency-owned properties located at 500, 501, 509, 515, 537, 545, 601, 607, and 625 East Compton Boulevard, 110 North Willow Street, and 107 North Santa Fe Avenue; and

WHEREAS, the City of Compton ("City") and KBK Enterprises ("Applicant") desire to apply for AHSC Program Grant funds and submit an application package released by HCD for the AHSC Program; and

WHEREAS, the grant application will be for a proposed mixed-use development on Successor Agency-owned properties located at 500, 501, 509, 515, 537, 545, 601, 607, and 625 East Compton Boulevard, 110 North Willow Street, and 107 North Santa Fe Avenue. The proposed project includes a residential unit mix of up to 290 residential units along with 4,000-6000 square feet of one-story retail outlet space and over 40,000 square feet of commercial/retail space; and

WHEREAS, in light of the fact that the affected properties are owned by the Successor Agency, on June 2, 2021, the Board of Directors of the Successor Agency gave authorization for the City and KBK Enterprises to file a joint application with HCD for AHSC Grant funds in the amount of $28,000,000.00 for the proposed development of the above-identified properties; and

WHEREAS, the AHSC Grant Program requires that the City's legislative body approve the submission of the grant application for the requested funding; and

WHEREAS, there is no fiscal impact resulting from adoption of this Resolution. If awarded the grant funds, staff will present to the City Council a request to accept and appropriate the grant funds within the City's annual budget and approval of a Grant Agreement.

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

Section 1. That the City of Compton and Keith B. Key Enterprises, LLC ("Applicant") are hereby authorized to file a joint application with the California Department of Housing and Community Development for Affordable Housing and Sustainable Community Grant funds in an amount of Twenty Eight Million Dollars ($28,000,000.00) for a proposed mixed-use development on Successor Agency-owned properties located at 500, 501, 509, 515, 537, 545, 601, 607, and 625 East Compton Boulevard, 110 North Willow Street, and 107 North Santa Fe Avenue.

Section 2. That if the application is approved, the City Manager, on the advice and approval of the City Attorney is hereby authorized to enter into, execute, and deliver a State of California Standard Agreement in a total amount not to exceed $28,000,000.00 and any and all other documents required or deemed necessary or appropriate to secure the Affordable Housing and Sustainable Community Program Grant funds and all amendments thereto.

Section 3. That it is understood that the Applicant shall be subject to the terms and conditions as specified in the State of California Standard Agreement. Funds awarded are to be used for allowable capital asset project expenditures to be identified in Exhibit A of the State of California Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application are enforceable through the Standard Agreement.

Section 4. That there is no negative fiscal impact to the General Fund with the approval of this Resolution.

Section 5. That a certified copy of this Resolution shall be filed in the offices of the City Manager, City Attorney, City Controller, City Clerk and the Successor Agency to the Community Redevelopment Agency.

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

ADOPTED this _____ day of _____, 2021.

_____
MAYOR OF THE CITYOF 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 Council, signed by the Mayor, and attested by the City Clerk at the regular meeting thereof held on the _____ day of _____, 2021.

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