

Members of the public may address the City Council on any item shown on the agenda or matter of the Council's authority after completion of "Request to Address the Council Form" available in the lobby of the Council Chambers. This form must be completed 15 minutes prior to the scheduled meeting time. Pursuant to Section 54957.5 of the California Government Code, Any writings (Except for those writings which are exempt from disclosure) which are distributed to all or a majority of the members of the City Council are available for public inspection in the lobby of the City Council Chambers and in the office of the City Clerk during regular business hours.

**COMPTON CITY COUNCIL
AGENDA
12/13/2022
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**

OPENING

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

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 - ANTICIPATED LITIGATION

Two (2) Potential Cases

Pursuant to Government Code Section 54956.9(b)

RECESS TO CLOSED SESSION

OPENING

PUBLIC MEETING – 5:30 P.M.

REPORT ON CLOSED SESSION ACTION(S)

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

CONSENT AGENDA

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

APPROVAL OF MINUTES

1. NOVEMBER 1, 2022
NOVEMBER 15, 2022

PUBLIC WORKS DEPARTMENT

2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING THE TITLE VI PROGRAM UPDATE PURSUANT TO THE CIVIL RIGHTS ACT OF 1964 AND AUTHORIZING THE CITY MANAGER TO SUBMIT THE REPORT TO THE FEDERAL TRANSPORTATION ADMINISTRATION
3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS TO ONE OR MORE VENDORS (JANKOVICH, SC FUEL AND WOOD OIL) FOR THE PURCHASE OF GASOLINE AND DIESEL FUEL FOR THE CITY'S FLEET IN AN AMOUNT NOT TO EXCEED ONE HUNDRED SEVENTY THOUSAND FOUR HUNDRED NINETY-NINE DOLLARS (\$170,499) AND THE CITY OF COMPTON FIRE DEPARTMENT IN AN AMOUNT NOT TO EXCEED NINETY THOUSAND DOLLARS (\$90,000)

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER FOR KIMLEY-HORN AND ASSOCIATES, INC. TO COMPLETE THE PREPARATION OF A LOCAL ROADWAY SAFETY PLAN FOR THE PUBLIC WORKS ENGINEERING DEPARTMENT (\$27,164.23)
5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE CONSTRUCTION OF THE ANNUAL RESIDENTIAL STREET REHABILITATION PROJECT (CIP# 18-01, PHASE 2A) AS COMPLETE, DIRECT STAFF TO FILE THE NOTICE OF COMPLETION WITH THE LOS ANGELES COUNTY RECORDER'S OFFICE AND AUTHORIZE THE RELEASE OF THE CONTRACTOR'S RETENTION (\$314,478.78)

RISK MANAGEMENT

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO RENEW THE SOFTWARE LICENSE AND MAINTENANCE AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR VENTIV TECHNOLOGY, INC. FOR PROVISION OF THE RISK MANAGEMENT IVOS DATABASE (\$97,106.34)

WATER DEPARTMENT

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A SERVICES AGREEMENT WITH CINTAS CORPORATION AND ISSUE A PURCHASE ORDER FOR THE ACQUISITION OF UNIFORM RENTAL AND LAUNDRY SERVICES IN THE AMOUNT OF EIGHT THOUSAND EIGHT HUNDRED SIXTY-ONE DOLLARS AND EIGHTY-FOUR CENTS (\$8,861.84)
8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO CLINICAL LAB OF SAN BERNARDINO, INC. FOR TESTING AND ANALYSIS OF WATER SAMPLES IN THE AMOUNT OF TWENTY-ONE THOUSAND TEN DOLLARS (\$21,010.00)

REGULAR AGENDA

CITY MANAGER'S REPORT

9. POWER POINT PRESENTATION - NEW WEBSITE REDESIGN - Louis Mendoza, Information Systems Engineer
10. ORAL PRESENTATION - FIRE DEPARTMENTS APPARATUS EQUIPMENT UPDATE - Ronerick Simpson, Fire Chief

UNFINISHED BUSINESS

11. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF COMPTON AND CITY VENTURES HOMEBUILDING, LLC, A DELAWARE LIMITED LIABILITY COMPANY, TO ENABLE THE DEVELOPMENT OF A 60-UNIT HOUSING PROJECT ON THAT CERTAIN LAND LOCATED AT 930 WEST COMPTON BOULEVARD, COMPTON, CALIFORNIA (Second Reading)

NEW BUSINESS

12. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE BUILDING AND SAFETY DEPARTMENT 2022-2023 FISCAL YEAR BUDGET TO ADD ONE (1) ADMINISTRATIVE SPECIALIST, ONE (1) BUILDING INSPECTOR II AND DELETING ONE (1) BUILDING INSPECTOR I AND ONE OFFICE ASSISTANT III POSITION
13. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE GARLAND COMPANY, INC FOR THE PROCUREMENT OF ROOFING MATERIALS FOR THE CAREERLINK FACILITY ROOFING PROJECT LOCATED AT 700 NORTH BULLIS ROAD (\$431,146.34)
14. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE 2022-2023 FISCAL YEAR BUDGET TO AMEND THE EXISTING PERSONNEL SUMMARY TO ADD A DIRECTOR OF RECREATION POSITION

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: 12/20/2022 @ 5:30 PM

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

NOVEMBER 1, 2022

The Compton City Council meeting was called to order at 5:33 p.m. by Mayor Pro Tem Jonathan Bowers in the Council Chambers of City Hall. The Moment of Silence Ceremony and the Pledge of Allegiance was led by Mayor Pro Tem Bowers.

ROLL CALL

Council Members Present – D. Duhart, A. Spicer, L. Darden, J. Bowers

Council Members Absent – Mayor E. Sharif

Other Officials Present: E. Perrodin, A. Godwin, B. Mims, T. Thomas

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Anthony Lewis provided a year-end report on the activities of District 3 and informed the City Council that there have been trees trimmed, trash removed, and other activities performed. Mr. Lewis stated that he met with CUSD representatives and the President of Compton College to discuss community needs, and further stated that the City needs additional oversight and concluded by stating that he has a plan to improve and upgrade the City's infrastructure.

Richard Earl, President of the Concerned Citizens of Compton, announced that St. Lutheran Church and the Los Angeles County Registrar will host a voting site on Saturday, November 5, 2022, from 11:00 a.m. to 3:00 p.m., whereby residents can vote at the location. Mr. Earl thanked everyone for attending his award ceremony and further stated that the Measure P Committee has not met yet and questioned when the committee is scheduled to meet to discuss the budget. Mr. Earl requested a report from the City Treasurer.

Joseph Enayati, Studio 60, suggested that the City reopen his business which would be financially advantageous to the City of Compton.

Gregory Cross raised concerns regarding the poor condition of the City's infrastructure and added that the potholes in the City must be repaired. He further indicated that the City's parks must be reopened for the growth and development of the youth of the community. Mr. Cross then stated that the homeless encampments in front of the schools must be eliminated for the safety of the children and concluded by imploring the City Council to provide accountability and listen to the concerns of the community.

Lynn Boone alleged that the City Attorney does not live in the City and further stated that the City Charter requires all elected officials to reside in the City of Compton. Ms. Boone spoke in opposition to the two proposed ballot measures on the November 8, 2022 election, and highlighted that there was no public hearing held to discuss the two Measures.

Angelo McVay commended Councilman Spicer on the job he is doing as he is active on social media promoting the City and has been very responsive to his constituency. Mr. McVay also praised Councilman Spicer for his work ethic and his dedication to the citizens of Compton. He then urged the Council to provide more activities for the youth of the community and praised the Career Link program for their assistance to the residents.

Fidel Marquez addressed a charge on his tax bill for clean and safe water and further stated that the County Assessor explained the charges and indicated that there is money available to fix the brown dirty water issue in Compton. Mr. Marquez then raised concerns that the City could not provide audit reports from the last 4 years and further expressed his disappointment with the City Council who are not representing the best interests of the residents. Mr. Marquez urged the Council to repair and upgrade the City's failing infrastructure.

Marie Brown, President of the East Rancho Dominguez Homeowners Association, informed the City Council that the group held a special meeting with Supervisor Holly Mitchell and Councilmembers Bowers and Darden to discuss issues of concern to the community. Ms. Brown thanked the City Council for working with the residents to improve the City of Compton.

6:00 P.M. - PUBLIC HEARING - TO ADOPT THE CITY'S 2020 URBAN WATER MANAGEMENT PLAN

On motion by Darden, seconded by Duhart, the public hearing was opened at 6:02 p.m. by the following vote on roll call:

AYES: Council Members – Duhart, Spicer, Darden, Bowers
NOES: Council Members – None
ABSENT: Council Members – Sharif

Water Department Manager Victor Meza reported that in accordance with the California Urban Water Management Planning Act (Act), the City of Compton Municipal Water Department (CMWD) prepared an Urban Water Management Plan (UWMP). The UWMP has been prepared consistent with the requirements under Water Code Sections 10610 through 10656 of the Act, which must also be filed with the California Department of Water Resources (DWR) every five years.

The UWMP provides DWR with information on present and future water resources and demands as well as an in-depth assessment of the water resource needs of the City. Specifically, it provides water supply analysis for a 25-year planning period in 5-year increments and effectively revises the City's 2015 UWMP. This UWMP covers the historical period of calendar year 2016 through 2020, and projects water demands and supplies for a 25-year period through 2045. Once the UWMP is received by DWR, it is then reviewed to ensure the plan is completed in accordance with the requirements incorporated in the Act and other pertinent regulations.

Mr. Meza further reported that one significant change in the 2020 Urban Water Management planning process are changes regarding the Water Shortage Contingency Plan element of the UWMP. The purpose of this element is to ensure that water agencies are prepared to respond to water shortages in an effective and timely manner. Although, water contingency planning has been a requirement of the UWMP since the 1980's, with the passage of new state legislation in 2018, the Water Shortage Contingency Plan (WSCP) element of the UWMP is now required to be adopted by separate Resolution. It also expands the water shortage levels to be addressed in the WSCP to six levels ranging from 10% to over a 50% shortage. Additionally, a new water reliability assessment will need to be prepared on an annual basis, beginning in 2022.

Mr. Meza further stated that this UWMP illustrates that the Compton Municipal Water Department continues to review practices that will provide customers with adequate and reliable supplies. The CMWD is dedicated to maximizing our supply sources while reducing our dependency on imported supplies. Mr. Meza explained that this plan should have been proposed in 2020.

AUDIENCE COMMENTS REGARDING THE PUBLIC HEARING

Dr. Michael Tankersley stated that the City must have a plan for the 21st Century and improve the City's water system.

Mr. Meza indicated that the City's water is tested weekly and noted that water samples are submitted by a third party and the results are reported to the federal government.

Anthony Lewis indicated that the City must have an urban water management plan and indicated that the City Manager is working towards improving the City scientifically.

Lynn Boone raised concerns regarding the City's 7 wells and further stated that if the water is discolored, it definitely affects the health of the residents. and further highlighted that the poor water conditions were addressed in the Audit. Ms. Boone then questioned the City's public outreach program noting that information has not been properly disseminated to the public.

There being no further comments, it was moved by Darden, seconded by Spicer the hearing was closed at 6:22 p.m. by the following vote on roll call:

AYES: Council Members – Duhart, Spicer, Darden, Bowers
NOES: Council Members – None
ABSENT: Council Members – Sharif

Councilmember Darden questioned if the City will be required to pay a penalty for the late filing of the report. Ms. Darden further questioned if the City would reach out to the schools to education the community. Mr. Meza replied in the negative.

Mayor Pro Tem Bowers addressed the issue of storage capacity and further questioned whether the other 5 water companies would provide water reports.

Mr. Meza stated that their reports are included in the annual Water Quality Reports.

Mayor Pro Tem Bowers then questioned whether the City has a water savings program.

Mr. Meza stated that this issue was not addressed in the past, however, he will bring forth programs for the residents, such as turf replacement, efficient washing machines and toilet replacement rebates.

Councilmember Duhart thanked Mr. Meza for the excellent report and responses to the residents.

6:15 P.M. - PUBLIC HEARING - TO ADOPT THE CITY'S 2020 WATER SHORTAGE CONTINGENCY PLAN

On motion by Spicer, seconded by Darden, the public hearing was opened at 6:30 p.m. by the following vote on roll call:

AYES: Council Members – Duhart, Spicer, Darden, Bowers
NOES: Council Members – None
ABSENT: Council Members – Sharif

Mr. Meza stated that the information for this hearing is the same material as submitted at the previous hearing, and further indicated that the City must improve its water shortage plans and provide for enhanced public notifications to the residents of Compton.

AUDIENCE COMMENTS REGARDING THE PUBLIC HEARING

Lynn Boone commented that it is sad that it took a state audit for the City to begin addressing this issue.

Dr. Michael Tankersley noted that Northern California gets its water from the basin in Sacramento which helps with the current agriculture products in the area. The City needs a water basin that runs through the rocks which purifies the water.

Mr. Angelo McVay indicated that he is working with a man that has developed a machine to assist portions of the underdeveloped nations of Africa to provide clean and safe water for the residents. Mr. McVay stated that he will present a 5-point plan to assist the City of Compton.

Joseph Enayati indicated that half of the water in Israel comes from the ocean which is purified and desalinated through their water filtration system.

Mr. Meza indicated that there are desalination systems in California and noted that communities living near the ocean are taking advantage of this technology and further asserted that Compton will work with other stakeholders to implement a desalination plan for Compton.

Anthony Lewis discussed the desalination program and commended Mr. Meza for working towards developing a desalination plan for Compton.

There being no further comments, it was moved by Spicer, seconded by Darden the hearing was closed at 6:42 p.m. by the following vote on roll call:

AYES: Council Members – Duhart, Spicer, Darden, Bowers
NOES: Council Members – None
ABSENT: Council Members – Sharif

REGULAR AGENDA

UNFINISHED BUSINESS

1. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING COMPTON TRANSIT ORIENTED DEVELOPMENT SPECIFIC PLAN PROGRAM ENVIRONMENTAL IMPACT REPORT 953, MITIGATION MONITORING REPORTING PROGRAM, FINDINGS OF FACT AND STATEMENT OF OVERRIDING CONSIDERATIONS, APPROVING CHANGE OF ZONE CASE NO. 2022-001, A REQUEST TO AMEND ZONING CODE SECTION 30-54 ALLOWING THE APPLICATION OF THE SPECIFIC PLAN ZONE (SP) AS AN OVERLAY ZONE FOR CERTAIN PROPERTIES WITHIN THE COMPTON TRANSIT ORIENTED DEVELOPMENT SPECIFIC PLAN PROJECT AREA AND ADOPTION OF THE COMPTON TRANSIT ORIENTED DEVELOPMENT SPECIFIC PLAN (Second Reading)

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

AYES: Council Members – Duhart, Spicer, Darden, Bowers
NOES: Council Members – None
ABSENT: Council Members – Sharif

On motion by Duhart, seconded by Spicer, the Ordinance entitled ‘AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING COMPTON TRANSIT ORIENTED DEVELOPMENT SPECIFIC PLAN PROGRAM ENVIRONMENTAL IMPACT REPORT 953, MITIGATION MONITORING REPORTING PROGRAM, FINDINGS OF FACT AND STATEMENT OF OVERRIDING CONSIDERATIONS, APPROVING CHANGE OF ZONE CASE NO. 2022-001, A REQUEST TO AMEND ZONING CODE SECTION 30-54 ALLOWING THE APPLICATION OF THE SPECIFIC PLAN ZONE (SP) AS AN OVERLAY ZONE FOR CERTAIN PROPERTIES WITHIN THE COMPTON TRANSIT ORIENTED DEVELOPMENT SPECIFIC PLAN PROJECT AREA AND ADOPTION OF THE COMPTON TRANSIT ORIENTED DEVELOPMENT SPECIFIC PLAN’ failed by the following vote on roll call:

AYES: Council Members – Duhart, Spicer
NOES: Council Members – Bowers
ABSENT: Council Members – Sharif
ABSTAIN: Council Members – Darden

2. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON ADDING SUBCHAPTER 21-3 (MANDATORY ORGANIC WASTE DISPOSAL REDUCTION) TO CHAPTER 21 (INTEGRATED WASTE MANAGEMENT) OF THE CITY OF COMPTON MUNICIPAL CODE AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA (Second Reading)

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

AYES: Council Members – Duhart, Spicer, Darden, Bowers
NOES: Council Members – None
ABSENT: Council Members – Sharif

On motion by Spicer, seconded by Duhart, **Ordinance Number 2,348** entitled ‘AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON ADDING SUBCHAPTER 21-3 (MANDATORY ORGANIC WASTE DISPOSAL REDUCTION) TO CHAPTER 21 (INTEGRATED WASTE MANAGEMENT) OF THE CITY OF COMPTON MUNICIPAL CODE AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA’ was adopted by the following vote on roll call:

AYES: Council Members – Duhart, Spicer, Darden, Bowers
NOES: Council Members – None
ABSENT: Council Members – Sharif

NEW BUSINESS

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING THE 2020 URBAN WATER MANAGEMENT PLAN AND FILING THE PLAN WITH THE CALIFORNIA DEPARTMENT OF WATER RESOURCES IN ACCORDANCE WITH THE URBAN WATER MANAGEMENT PLANNING ACT

On motion by Darden, seconded by Spicer, **Resolution Number 25,742** entitled ‘**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING THE 2020 URBAN WATER MANAGEMENT PLAN AND FILING THE PLAN WITH THE CALIFORNIA DEPARTMENT OF WATER RESOURCES IN ACCORDANCE WITH THE URBAN WATER MANAGEMENT PLANNING ACT**’ was adopted by the following vote on roll call:

AYES: Council Members – Duhart, Spicer, Darden, Bowers
NOES: Council Members – None
ABSENT: Council Members – Sharif

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING THE 2020 WATER SHORTAGE CONTINGENCY PLAN AND FILING THE PLAN WITH THE CALIFORNIA DEPARTMENT OF WATER RESOURCES IN ACCORDANCE WITH THE URBAN WATER MANAGEMENT PLANNING ACT

On motion by Spicer, seconded by Darden, **Resolution Number 25,743** entitled ‘**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING THE 2020 WATER SHORTAGE CONTINGENCY PLAN AND FILING THE PLAN WITH THE CALIFORNIA DEPARTMENT OF WATER RESOURCES IN ACCORDANCE WITH THE URBAN WATER MANAGEMENT PLANNING ACT**’ was adopted by the following vote on roll call:

AYES: Council Members – Duhart, Spicer, Darden, Bowers
NOES: Council Members – None
ABSENT: Council Members – Sharif

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPOINTING A MEMBER AND ALTERNATE (S) TO THE GOVERNING BOARD OF THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY

It was moved Spicer, seconded by Duhart, that the resolution be adopted.

Councilmember Darden informed the Councilmembers that the City’s representative must be connected to the water industry and suggested that the Water Department Manager or City Engineer be appointed, and a Councilmember can be appointed to serve as the alternate.

Councilmember Darden then offered an amended motion to appoint **Victor Meza** as the representative to the **Los Angeles Gateway Region Integrated Regional Water Manager Joint Powers Authority**.

The motion was seconded by Spicer and **Resolution Number 25,744** entitled ‘**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPOINTING A MEMBER AND ALTERNATE (S) TO THE GOVERNING BOARD OF THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY**’ was approved by the following vote on roll call:

AYES: Council Members – Duhart, Spicer, Darden, Bowers
NOES: Council Members – None
ABSENT: Council Members – Sharif

Councilmember Darden then offered a motion to appoint Councilman **Andre Spicer** as the alternate representative to the **Los Angeles Gateway Region Integrated Regional Water Manager Joint Powers Authority**. The motion was seconded by Spicer and approved by the following vote on roll call:

AYES: Council Members – Duhart, Spicer, Darden, Bowers
NOES: Council Members – None
ABSENT: Council Members – Sharif

It was moved by Darden that City Engineer **Alvin Batista** be appointed to serve as the second alternate to the **Los Angeles Gateway Region Integrated Regional Water Manager Joint Powers Authority**. The motion was seconded by Spicer and approved by the following vote on roll call:

AYES: Council Members – Duhart, Spicer, Darden, Bowers
NOES: Council Members – None
ABSENT: Council Members – Sharif

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS DEPARTMENT 2022-2023 FISCAL YEAR BUDGET AND AUTHORIZE THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY FOR COST SHARING FOR THE REVISION OF THE LOS ANGELES RIVER COORDINATED INTEGRATED MONITORING PLAN AS REQUIRED BY THE REGIONAL WATER QUALITY CONTROL BOARD, LOS ANGELES REGION (\$12,300 ANNUALLY)

It was moved by Spicer, seconded by Duhart, that the resolution be adopted.

Councilmember Duhart referenced Page 6 of the agreement and questioned the amount of the fee rate.

Mr. Alvin Batiste indicated that the fee is for the annual membership, which is paid by the City and further stated that he would inform the Council of the exact amount as soon as the figure becomes available.

The Resolution entitled ‘A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS DEPARTMENT 2022-2023 FISCAL YEAR BUDGET AND AUTHORIZE THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY FOR COST SHARING FOR THE REVISION OF THE LOS ANGELES RIVER COORDINATED INTEGRATED MONITORING PLAN AS REQUIRED BY THE REGIONAL WATER QUALITY CONTROL BOARD, LOS ANGELES REGION’ failed for lack of a 4 vote requirement, by the following vote on roll call:

AYES: Council Members – Spicer, Darden, Bowers
NOES: Council Members – None
ABSENT: Council Members – Sharif
ABSTAIN: Council Members – Duhart

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH KJ CONSULTANTS TO PROVIDE FIRE PROTECTION ENGINEERING SERVICES FOR THE COMPTON FIRE DEPARTMENT (\$40,000)

It was moved by Darden, seconded by Spicer, that the resolution be adopted.

Councilman Spicer questioned why the City selected this particular vendor, given the low amount of the bid as compared to the other vendors that submitted RFPs.

Chief Simpson responded that KJ Consultants have been providing mentorship and staff training for the City for the past 4 years without any issues. Moreover, KJ Consultants submitted the lowest bid price.

Resolution Number 25,745 entitled ‘**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH KJ CONSULTANTS TO PROVIDE FIRE PROTECTION ENGINEERING SERVICES FOR THE COMPTON FIRE DEPARTMENT**’ was adopted by the following vote on roll call:

AYES: Council Members – Duhart, Spicer, Darden, Bowers
NOES: Council Members – None
ABSENT: Council Members – Sharif

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING FIRST QUARTER BUDGET AMENDMENTS TO THE 2022-2023 FISCAL YEAR BUDGET, TRANSFERRING FUNDS BETWEEN VARIOUS ACCOUNTS, AND AMENDING THE EXISITING PERSONNEL SUMMARY
(Resolution removed from agenda)
9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE POSITION CLASSIFICATION PLAN BY ADOPTING NEW CLASSIFICATION SPECIFICATIONS FOR THE POSITION OF DIRECTOR OF RECREATION

On motion by Spicer, seconded by Duhart, **Resolution Number 25,746** entitled ‘**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE POSITION CLASSIFICATION PLAN BY ADOPTING NEW CLASSIFICATION SPECIFICATIONS FOR THE POSITION OF DIRECTOR OF RECREATION**’ was adopted by the following vote on roll call:

AYES: Council Members – Duhart, Spicer, Darden, Bowers
NOES: Council Members – None
ABSENT: Council Members – Sharif

COUNCIL COMMENTS

Councilmember Duhart offered the following communications/announcements:

- Commented on the wonderfully entertaining 40 plus Double Dutch Jump rope event which featured many outstanding athletes from around the Country performing their awesome jump roping skills.
- Thanked the City Manager and Staff for providing for the Halloween Haunt celebration and stated that it was gratifying to see the joy on the faces of the children of the community.
- Requested that the City Manager provide an update relative to the reopening of the City’s parks and also provide an introduction of the City’s new website.
- Requested that the City Manager provide the citizens with an update relative to the weekend operating hours of the Code Enforcement Division.

Councilmember Spicer offered the following communications/announcements:

- Reminded the residents that he provides a weekly analysis of the City Council meeting actions every Wednesday at 5:15 p.m. following the meetings on Facebook ‘live’ as well as on Instagram social platform.
- Encouraged the residents to exercise their right to VOTE on the November 8, 2022 Election.

- Invited the residents to participate in a Day of Thanks Turkey Giveaway on November 20, 2022, from 9:00 a.m. to 12:00 noon at Compton City Hall.

Councilmember Darden offered the following communications/announcements:

- Reported on the various community meetings and events she attended during the previous week.
- Thanked all the vendors, sponsors and volunteers who participated in the Halloween Haunt event held for the children.
- Announced that she is collaborating with Barbara Calhoun and Alma Pleasant and other organizations to host the Urban Western Hoedown on November 17, 2022, from 10:00 a.m. to 2:00 p.m. at the Dollarhide Community Center.
- Commented that she held a meeting to discuss the heavy traffic conditions near Santa Fe and Greenleaf and highlighted that the Car Clubs are working to secure a new location that will not impact the traffic while conducting the car shows.
- Requested a status report on the grant funding earmarked to assist the homeless population in the City.
- Commended Assemblyman Mike Gipson for his commitment to the Compton community by presenting a check for \$3.5 Million for the Roosevelt Middle School P-tech conversion program which will assist students from underserved communities to explore careers in science, technology, engineering and math (STEM) fields.

Mayor Pro Tem Bowers offered the following communications/announcements:

- Thanked everyone involved with the wonderful Halloween Haunt and further thanked the City Council Liaisons and Compton Staff for their valuable assistance with this event.
- Invited the residents to attend the 3rd District Town Hall meeting scheduled for November 5, 2022, at Walter Tucker Park, 650 W. Laurel Street, Compton.
- Informed the City Manager that there are steel plates in the 700 block of Matthisen Circle, which were left over from the construction.
- Reported that the residents in the 700 block of Caldwell Street have been complaining about the increase in loud music and noise and requested that law enforcement take action to eradicate this nuisance.

ADJOURNMENT

On motion by Spicer seconded by Darden, the meeting was adjourned at 7:16 p.m. by the following vote on roll call:

AYES: Council Members – Duhart, Spicer, Darden, Bowers
NOES: Council Members – None
ABSENT: Council Members – Sharif

CITY CLERK OF THE CITY OF COMPTON

MAYOR OF THE CITY OF COMPTON

NOVEMBER 15, 2022

The Compton City Council Closed Session meeting was called to order at 4:35 p.m. by Mayor Emma Sharif in the Council Chambers of City Hall. The Moment of Silence Ceremony and the Pledge of Allegiance was led by Mayor Sharif.

ROLL CALL

Council Members Present – D. Duhart, J. Bowers, Mayor E. Sharif

Council Members Absent – A. Spicer, L. Darden

Other Officials Present: E. Perrodin, A. Godwin, B. Mims, T. Thomas

CLOSED SESSION AGENDA ITEM

CONFERENCE WITH LEGAL COUNSEL - PENDING LITIGATION Francisco Zamudio v. City of Compton, LASC Case No. 21STCV02695 Pursuant to Government Code Section 54956.9(a)

PUBLIC COMMENTS ON CLOSED SESSION AGENDA ITEM ONLY

There were no audience comments regarding the closed session items.

City Attorney Eric Perrodin requested a closed session for a conference with legal counsel regarding existing litigation in the matter of Francisco Zamudio v. City of Compton, LASC Case No. 21STCV02695, pursuant to Government Code Section 54956.9(a).

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

AYES: Council Members – Duhart, Bowers, Sharif

NOES: Council Members – None

ABSENT: Council Members – Spicer, Darden

RECESS TO CLOSED SESSION

On motion by Duhart, seconded by Bowers, the meeting recessed at 4:36 p.m., by the following vote on roll call:

AYES: Council Members – Duhart, Bowers, Darden, Sharif

NOES: Council Members – None

ABSENT: Council Members – Spicer, Darden

RECONVENE TO OPEN SESSION

On motion by Spicer, seconded by Duhart the meeting reconvened at 5:36 p.m., by the following roll call vote:

ROLL CALL

Council Members Present: Duhart, Spicer, Bowers, Darden, Sharif

Council Members Absent: None

REPORT OUT OF CLOSED SESSION

City Attorney Eric Perrodin stated that there was no reportable action taken by the City Council during the closed session.

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Daniel Salazar, President of the Compton Fire Fighters Local 2216, submitted a letter regarding the substandard equipment and working conditions of the Fire Department which will be severely impacted if further developments, with an increase in population are allowed within the City. Mr. Salazar further raised serious concerns that the Fire Department is severely understaffed which creates several physical, mental and emotional problems for the Firefighters. Mr. Salazar urged the City Council to provide the Fire Department with the tools and personnel they need to continue to serve the residents.

Rodney Lister commented on a community workshop he attended and noted that one of the major topics of concern was the budget process and how the City decides what to fund and how input from the citizens can play a part in this matter. Mr. Lister questioned the possibility for Staff to allow the public to be able to participate in the budget issues by district. Mr. Lister then stated that the residents want to have a voice in how their tax dollars are being spent.

Anthony Lewis, CIT, addressed the Audit report and stated that he has a plan to revitalize the City of Compton. Mr. Lewis presented his plan for stabilizing the City for the next 25 years. Mr. Lewis also reported an injury to a resident which occurred as she was walking down the sidewalk.

Rogelio Diaz, Connecting Compton, has been working to create a multicultural equestrian center in Compton. Mr. Diaz updated the City regarding his trip to Arizona whereby he met with members of the Navajo Nation. Mr. Diaz stated that he would like to enter into a side access agreement to make sure that the City receives funds to remediate an old brown field area and turn the site into a positive space in Compton.

Sheila Smith discussed agenda item Number 2 and raised concerns that the City's Paramedics do not have the proper number of defibrillators. Ms. Smith urged the City Council to improve the Fire Department by repairing/upgrading the stations, improving the apparatus and hiring of more personnel.

Mohammad Martinez, Black Panther, informed the City Council that his group has been organizing in Compton and intend to represent the community, which does not have a voice. Mr. Martinez commented on the recent break-in at the Latino Chamber of Commerce and also ransacked by mercenaries. Mr. Martinez informed the City that the Black panther party is protecting the Latino Chamber and further expressed concern that there is no Latino representation on the City Council.

Bishop L. J. Guillory stated that the Black and Latino community must work together, and further thanked the City Council for all the hard work they are doing for the City. Mr. Guillory then thanked the City Clerk for bringing forth the information regarding changing the election. He then commented that the appointed Councilmembers were appointed by the Councilmembers that were elected by the people and concluded that the City must work together to move Compton forward.

Jacqueline Venters alleged that there is corruption in City Hall and questioned when there will be accountability for the residents. Ms. Venters stated that it is illegal to have 3 appointed Councilmembers on the Dias, and further indicated that the City Council is not following the rules of the Compton City Charter.

S. Rivas discussed the new ballot measure which recently passed and stated that her property taxes are nearly \$10,000 and the next measure will cause her bill to increase. Ms. Rivas stated that she would like to uplift and improve the City and make it better. Ms. Rivas urged the City Council to include the residents and work together to improve the City of Compton.

Vanessa spoke regarding the recent Measures which will raise the taxes. She then commented that the City Charter was changed to benefit the Councilmembers. Ms. Vanessa stated that the Council must correct all the wrongs they have committed. She concluded by urging the City to hire people coming out of prison to clean up the City.

Lynn Boone urged everyone to scrutinize the item for the consultant for \$500,000 and indicated that no names were mentioned and furthermore indicated that there was no request for proposals. Ms. Boone further highlighted that a public hearing was not held relative to the item. Ms. Boone went on to state that the District 2 City Council seat was never vacated and further alleged that the law states that it is illegal to have more appointed people than elected officials on the Dias.

CONSENT AGENDA

APPROVAL OF MINUTES

1. SEPTEMBER 20, 2022 (*Approved*)
SEPTEMBER 27, 2022 (*Approved*)

CITY FIRE DEPARTMENT

2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF AGREEMENT FOR PREHOSPITAL EMERGENCY MEDICAL CARE ENHANCEMENT PROGRAM WITH LOS ANGELES COUNTY AND TO ISSUE A PURCHASE ORDER TO ZOLL MEDICAL CORPORATION FOR THE PROCUREMENT OF EIGHT (8) AUTOMATED EMERGENCY DIFIBRILLATORS (AED) (\$25,110.00) (*Approved Resolution Number 25,747*)

CITY MANAGER

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RATIFYING A SIDE LETTER AGREEMENT AMENDING THE MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF COMPTON AND THE COMPTON MANAGEMENT EMPLOYEES' ASSOCIATION/AFSCME LOCAL 2325 TO AMEND ARTICLE 40 OF THE MEMORANDUM OF AGREEMENT (*Approved Resolution Number 25,748*)
4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE POSITION CLASSIFICATION PLAN BY ADOPTING CLASSIFICATION SPECIFICATIONS FOR THE POSITION FINANCIAL ANALYST AND COMMUNITY DEVELOPMENT DIRECTOR AND ESTABLISHING THE SALARY RANGE FOR COMMUNITY DEVELOPMENT DIRECTOR (*Approved Resolution Number 25,749*)

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

AYES: Council Members – Duhart, Spicer, Bowers, Darden, Sharif
NOES: Council Members – None
ABSENT: Council Members – None

REGULAR AGENDA

CITY MANAGER'S REPORT

5. A REQUEST TO SCHEDULE A PUBLIC HEARING TO CONSIDER AND ADOPT AN ORDINANCE TO ENTER INTO A DEVELOPMENT AGREEMENT PURSUANT TO GOVERNMENT CODE SECTION 65864 ET SEQ. IN CONNECTION WITH A PROPOSED HOUSING PROJECT TO BE LOCATED AT 930 WEST COMPTON BOULEVARD, COMPTON, CALIFORNIA (December 6, 2022, at 5:45 p.m.)

On motion by Spicer, seconded by Duhart, the public hearing was scheduled for **December 6, 2022, at 5:45 p.m.** by the following vote on roll call:

AYES: Council Members – Duhart, Spicer, Bowers, Darden, Sharif
NOES: Council Members – None
ABSENT: Council Members – None

6. A REQUEST TO AUTHORIZE TRAVEL FOR ELECTED OFFICIALS - 2023 SACRAMENTO LEGISLATIVE TOUR - January 9-11, 2023 (approximately \$1,291.96 per person, excluding tax, fees and per diem)

On motion by Spicer, seconded by Duhart, the travel request for the 2023 Sacramento Legislative tour was approved by the following vote on roll call:

AYES: Council Members – Duhart, Spicer, Bowers, Darden, Sharif
NOES: Council Members – None
ABSENT: Council Members – None

7. BOARDS/COMMISSIONS/COMMITTIES (Discussion Item)

The City Councilmembers discussed the reinstitution of the various board, committees and commissions.

Councilman Bowers offered a motion to keep all the boards, committees and commission. The motion was seconded by Spicer and approved by the following vote on roll call:

AYES: Council Members – Duhart, Spicer, Bowers, Darden, Sharif
NOES: Council Members – None
ABSENT: Council Members – None

There was discussion regarding instituting a Commission for the Arts and a Charter Review Committee in Compton.

Councilman Spicer offered a motion to institute a **Commission on the Arts**. The motion was seconded by Darden and approved by the following vote on roll call:

AYES: Council Members – Duhart, Spicer, Bowers, Darden, Sharif
NOES: Council Members – None
ABSENT: Council Members – None

UNFINISHED BUSINESS

8. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING COMPTON TRANSIT ORIENTED DEVELOPMENT SPECIFIC PLAN PROGRAM ENVIRONMENTAL IMPACT REPORT 953, MITIGATION MONITORING REPORTING PROGRAM, FINDINGS OF FACT AND STATEMENT OF OVERRIDING CONSIDERATIONS, APPROVING CHANGE OF ZONE CASE NO. 2022-001, A REQUEST TO AMEND ZONING CODE SECTION 30-54 ALLOWING THE APPLICATION OF THE SPECIFIC PLAN ZONE (SP) AS AN OVERLAY ZONE FOR CERTAIN PROPERTIES WITHIN THE COMPTON TRANSIT ORIENTED DEVELOPMENT SPECIFIC PLAN PROJECT AREA AND ADOPTION OF THE COMPTON TRANSIT ORIENTED DEVELOPMENT SPECIFIC PLAN (Second Reading)

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

AYES: Council Members – Duhart, Spicer, Darden, Sharif
NOES: Council Members – Bowers
ABSENT: Council Members – None

On motion by Duhart, seconded by Spicer, **Ordinance Number 2,349** entitled ‘**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING COMPTON TRANSIT ORIENTED DEVELOPMENT SPECIFIC PLAN PROGRAM ENVIRONMENTAL IMPACT REPORT 953, MITIGATION MONITORING REPORTING PROGRAM, FINDINGS OF FACT AND STATEMENT OF OVERRIDING CONSIDERATIONS, APPROVING CHANGE OF ZONE CASE NO. 2022-001, A REQUEST TO AMEND ZONING CODE SECTION 30-54 ALLOWING THE APPLICATION OF THE SPECIFIC PLAN ZONE (SP) AS AN OVERLAY ZONE FOR CERTAIN PROPERTIES WITHIN THE COMPTON TRANSIT ORIENTED DEVELOPMENT SPECIFIC PLAN PROJECT AREA AND ADOPTION OF THE COMPTON TRANSIT ORIENTED DEVELOPMENT SPECIFIC PLAN**’ was adopted by the following vote on roll call:

AYES: Council Members – Duhart, Spicer, Sharif
NOES: Council Members – Bowers
ABSENT: Council Members – None
ABSTAIN: Council Members – Darden

NEW BUSINESS

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS DEPARTMENT 2022-2023 FISCAL YEAR BUDGET AND AUTHORIZE THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY FOR COST SHARING FOR THE REVISION OF THE LOS ANGELES RIVER COORDINATED INTEGRATED MONITORING PLAN AS REQUIRED BY THE REGIONAL WATER QUALITY CONTROL BOARD, LOS ANGELES REGION (\$12,300 ANNUALLY)

On motion by Darden, seconded by Duhart, **Resolution Number 25,750** entitled ‘**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS DEPARTMENT 2022-2023 FISCAL YEAR BUDGET AND AUTHORIZE THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY FOR COST SHARING FOR THE REVISION OF THE LOS ANGELES RIVER COORDINATED INTEGRATED MONITORING PLAN AS REQUIRED BY THE REGIONAL WATER QUALITY CONTROL BOARD, LOS ANGELES REGION**’ was adopted by the following vote on roll call:

AYES: Council Members – Duhart, Spicer, Bowers, Darden, Sharif
NOES: Council Members – None
ABSENT: Council Members – None

10. AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON TO CREATING THE DEPARTMENT OF RECREATION

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

AYES: Council Members – Duhart, Spicer, Bowers, Darden, Sharif
NOES: Council Members – None
ABSENT: Council Members – None

On motion by Spicer, seconded by Duhart, **Ordinance Number 2,350** entitled ‘**AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON TO CREATING THE DEPARTMENT OF RECREATION**’ was adopted by the following vote on roll call:

AYES: Council Members – Duhart, Spicer, Bowers, Darden, Sharif
NOES: Council Members – None
ABSENT: Council Members – None

11. AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON
TO REESTABLISH THE DEPARTMENT OF GENERAL SERVICES AND
RESTRUCTURE THE DEPARTMENT OF PUBLIC WORKS - STREET
MAINTENANCE

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

AYES: Council Members – Duhart, Spicer, Bowers, Darden, Sharif
NOES: Council Members – None
ABSENT: Council Members – None

On motion by Duhart, seconded by Spicer, **Ordinance Number 2,351** entitled ‘AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON TO REESTABLISH THE DEPARTMENT OF GENERAL SERVICES AND RESTRUCTURE THE DEPARTMENT OF PUBLIC WORKS - STREET MAINTENANCE’ was adopted by the following vote on roll call:

AYES: Council Members – Duhart, Spicer, Bowers, Darden, Sharif
NOES: Council Members – None
ABSENT: Council Members – None

12. AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON
TO REESTABLISH THE DEPARTMENT OF HUMAN RESOURCES AND ABOLISH
THE DEPARTMENT OF INTERNAL SERVICES

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

AYES: Council Members – Duhart, Spicer, Bowers, Darden, Sharif
NOES: Council Members – None
ABSENT: Council Members – None

On motion by Spicer, seconded by Duhart, **Ordinance Number 2,352** entitled ‘AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON TO REESTABLISH THE DEPARTMENT OF HUMAN RESOURCES AND ABOLISH THE DEPARTMENT OF INTERNAL SERVICES’ was adopted by the following vote on roll call:

AYES: Council Members – Duhart, Spicer, Bowers, Darden, Sharif
NOES: Council Members – None
ABSENT: Council Members – None

13. AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON
TO REESTABLISH THE BUILDING AND SAFETY DEPARTMENT AND
RESTRUCTURE THE DEPARTMENT OF COMMUNITY DEVELOPMENT

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

AYES: Council Members – Duhart, Spicer, Bowers, Darden, Sharif
NOES: Council Members – None
ABSENT: Council Members – None

On motion by Duhart, seconded by Spicer, **Ordinance Number 2,353** entitled ‘AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON TO REESTABLISH THE BUILDING AND SAFETY DEPARTMENT AND RESTRUCTURE THE DEPARTMENT OF COMMUNITY DEVELOPMENT’ was adopted by the following vote on roll call:

AYES: Council Members – Duhart, Spicer, Bowers, Darden, Sharif
NOES: Council Members – None
ABSENT: Council Members – None

COUNCIL COMMENTS

City Clerk Alita Godwin requested that the City Council meeting be adjourned in memory of Former Pastor of New Hope Baptist Church **Rev. Reuben English** and retired Los Angeles County Fire Captain **Gregory Hill**.

Councilmember Duhart offered the following communications/announcements:

- Announced that the United Parcel Service (UPS) is currently accepting applications for employment and offering flexible schedules and weekly pay.
- Thanked the National Association for Black Veterans Chapter #117 and all the sponsors, vendors and wonderful volunteers who provided services to the City's dedicated Veterans and their families.
- Invited the residents to attend the Day of Thanks Turkey Giveaway on November 20, 2022, at the Compton Civic Center Plaza.
- Wished Councilperson **Lillie Darden** a very **Happy Birthday!**
- Requested that the City Council meeting be adjourned in memory of **Gwendolyn Moore**.

Councilmember Spicer offered the following communications/announcements:

- Announced that the Eastside Riders Bike Club is hosting a *Grab and Go* food giveaway to be held on November 16, 2022, at 2111 W. Compton Boulevard.
- Announced that he provides an analysis of his City Council meeting actions every Wednesday following the meetings on Facebook 'live' as well as on Instagram social platform.
- Invited the residents to attend the Compton Black Exchange 3rd year anniversary celebration at the Grocery Outlet on Central and Rosecrans Avenue.
- Invited the residents to participate in a Day of Thanks Turkey Giveaway on November 20, 2022 from 9:00 a.m. to 12:00 noon at Compton City Hall complex.

Councilmember Bowers offered the following communications/announcements:

- Thanked everyone who attended and participated in his 3rd District Townhall meeting and further thanked the residents for asking questions and raising important issues and concerns.
- Commented on the wonderful \$3.5 Million check presentation to Roosevelt Middle School for the P-tech conversion program which will assist students from underserved communities explore careers in science, technology, engineering and math (STEM) fields.
- Invited the residents to attend the Day of Thanks Turkey and Food box Giveaway to be held on November 20, 2022, from 9:00 a.m. to 12:00 noon at the Martin Luther King Jr. Monument in the City Hall complex.

Councilmember Darden offered the following communications/announcements:

- Offered her gratitude to Assemblyman Mike Gipson for his commitment to the Compton community by presenting a check for \$3.5 Million for the Roosevelt Middle School P-tech conversion program which will assist students from underserved communities to explore careers in science, technology, engineering and math (STEM) fields.
- Announced that she will be collaborating with Pizza Studio to serve lunch to the Seniors of the community on November 18, 2022, from 11:00 a.m. to 1:00 p.m. at the Dollarhide Community Center.
- Wished **Patricia Maloney, Mark Smith and Renee Bowen** a very **Happy Birthday!**
- Requested that the City Council meeting be adjourned in memory of **Ernest McIntyre**.

Mayor Sharif offered the following communications/announcements:

- Mayor Sharif invited the residents to attend the 67th Annual Compton Christmas Parade and the 2nd Annual Winter Wonderland Toy Drive on December 10, 2022, following the parade. The theme of the parade is ***“A Miracle on Compton Boulevard.”***
- Mayor Sharif invited the residents to attend the Day of Thanks Turkey and Food box Giveaway to be held on November 20, 2022, from 9:00 a.m. to 12:00 noon at the Martin Luther King Jr. Monument in the City Hall complex.

RETIREMENT ANNOUNCEMENT OF CITY CLERK ALITA GODWIN, MMC

City Clerk Alita Godwin read the following statement into the record:

“I would like to address the residents of Compton, the employees, and the Mayor and City Council. Some of you may or may not know, that I have been the topic of discussion in the last week. Today, I make this announcement so that the discussion is clear.

After more than 40 years of employment with the City of Compton, I have decided to retire effective December 31, 2022. I want everyone to know that I am perfectly fine. I am not sick, and I am not being forced to retire. I am retiring because it is time. If you hear anything other than that, it is simply not true. The reason and my purpose for being here to serve has been fulfilled. I will submit my resignation in the coming weeks; so that you, the City Council, can move forward with filling the vacant position. Thank you!

ADJOURNMENT

On motion by Spicer, seconded by Duhart, the meeting was adjourned in memory of **Gwendolyn Moore, Ernest McIntyre, Gayle Moore, Gregory Hill and Rev. Reuben English Sr.**, at 6:50 p.m., by the following vote on roll call:

AYES: Council Members – Duhart, Spicer, Bowers, Darden, Sharif
NOES: Council Members – None
ABSENT: Council Members – None

CITY CLERK OF THE CITY OF COMPTON

MAYOR OF THE CITY OF COMPTON

December 13, 2022

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: CITY ENGINEER

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
ADOPTING THE TITLE VI PROGRAM UPDATE PURSUANT TO THE
CIVIL RIGHTS ACT OF 1964 AND AUTHORIZING THE CITY MANAGER
TO SUBMIT THE REPORT TO THE FEDERAL TRANSPORTATION
ADMINISTRATION**

SUMMARY

This resolution adopts the Title VI Program Update pursuant to the Civil Rights Act of 1964 and authorizes the City Manager to submit the report to the Federal Transportation Administration.

BACKGROUND

Title VI of the Civil Rights Act of 1964 (Title VI) prohibits discrimination on the basis of race, color, and national origin in programs that receive federal funding. The Federal Transportation Administration (FTA) requires transportation agencies to demonstrate compliance with Title VI by submitting a Title VI Program Update every three years. The City Council must approve the Title VI Program Update prior to its submittal. Please see the attached report.

Section 601 of Title VI of the Civil Rights Act of 1964 (Title VI) states the following:

No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

The Title VI Program Update consists of a report and supporting documentation that provides evidence of the equitable distribution of services; promotion of full and fair participation in public transportation decision-making without regard to race, color, or national origin, and meaningful access to transit-related programs and activities by persons with Limited English Proficiency.

FTA issued a new guidance (FTA C 4702.1B) relating to Title VI compliance in October 2012. The new guidance clarified and expanded on the original requirements by, among other things, including the additional requirement of preparing a Public Participation Plan.

The City of Compton has completed the Title VI Program Update that incorporates all of the requirements set forth in the FTA Circular 4702.1B. There are 8 requirements below under Title VI that the City of Compton must report on as follows:

1. The provision of notice to beneficiaries of their civil rights
2. The existence of complaint procedures and a compliant form
3. A list of all transit-related complaints, investigations, or lawsuits
4. A Public Participation Plan
5. A Language Assistance Plan
6. The collection and reporting on demographic data
7. The requirement to monitor transit service
8. The requirement to evaluate service and fare changes

STATEMENT OF THE ISSUE

Before submitting the completed Title VI Program Update, City Council must approve the program as submitted. A copy of the resolution will be submitted to the FTA as evidence of this approval.

ALTERNATIVE

Failure to submit a Title VI Program Update or to have a Title VI Program Update approved by FTA could result in the loss of federal funding. Therefore, no other alternative is being recommended.

FISCAL IMPACT

The action requested in this report has no direct impact.

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution.

**ALVIN BAUTISTA, P.E.
CITY ENGINEER**

APPROVED FOR FORWARDING:

**THOMAS THOMAS
CITY MANAGER**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
ADOPTING THE TITLE VI PROGRAM UPDATE PURSUANT TO THE
CIVIL RIGHTS ACT OF 1964 AND AUTHORIZING THE CITY MANAGER
TO SUBMIT THE REPORT TO THE FEDERAL TRANSPORTATION
ADMINISTRATION**

WHEREAS, Title VI of the Civil Rights Act of 1964 (Title VI) prohibits discrimination on the basis of race, color, and national origin in programs that receive federal funding; and

WHEREAS, the Federal Transportation Administration (FTA) requires transportation agencies to demonstrate compliance with Title VI by submitting a Title VI Program Update every three years; and

WHEREAS, the City Council must approve the Title VI Program Update prior to its submittal; and

WHEREAS, Section 601 of Title VI of the Civil Rights Act of 1964 (Title VI) states the following:

No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance; and

WHEREAS, the Title VI Program Update consists of a report and supporting documentation that provides evidence of the equitable distribution of services; promotion of full and fair participation in public transportation decision-making without regard to race, color, or national origin, and meaningful access to transit-related programs and activities by persons with Limited English Proficiency; and

WHEREAS, FTA issued new guidance (FTA C 2702.1B) relating to Title VI compliance in October 2012 and the new guidance clarified and expanded on the original requirements by, among other things, including the additional requirement of preparing a Public Participation Plan; and

WHEREAS, before submitting the completed Title VI Program Update, City Council must approve the program and a copy of the resolution will be submitted to the FTA as evidence of its approval.

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

SECTION 1. That the City Council has approved the attached Title VI Report and does hereby authorize the City Manager to submit the Title VI Program Update to the FTA pursuant to the Civil Rights Act of 1964.

SECTION 2. That copies of this resolution shall be filed in the offices of the City Manager, City Attorney, City Controller, City Clerk, and the Public Works Department.

SECTION 3. That the Mayor shall sign and the City Clerk shall attest to the adoption of this resolution.

ADOPTED this _____ day of _____, 2022.

MAYOR OF THE CITY OF COMPTON

RESOLUTION NO. _____
Page Two

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing resolution was passed and 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 _____, 2022, by the following vote:

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

CITY CLERK OF THE CITY OF COMPTON



2022

CITY OF COMPTON - FEDERAL TRANSIT ADMINISTRATION TITLE VI PROGRAM



City of Compton: 205 South Willowbrook
Avenue, Compton, CA 90220, 310-605-5505,
www.comptoncity.org
9/30/2022

TABLE OF CONTENTS

General Requirements and Guidelines

Introduction.....	3
A. Notice of Civil Rights.....	4
B. Civil Rights Policy.....	5
C. Public Participation Plan/Process.....	7
D. Language Assistance Plan.....	12
E. Minority Representation on Planning & Advisory Bodies.....	16
F. Determination of Site of Location of Facilities.....	17
Appendix A Civil Rights Complaint Form.....	18
Appendix B Limited English Proficiency (LEP) Data.....	23
Appendix C Title VI Investigation, Complaints, and Law Suits.....	25
Appendix D List of Notice Locations.....	26
Appendix E Service Standards and Policies.....	27
Appendix F Civil Rights Policy (Spanish).....	29
Fare Equity Analysis (Spanish).....	30

INTRODUCTION

The Title VI Program was prepared to ensure that the level and quality of the City of Compton's Fixed Transit Routes and Dial-A-Ride services are provided in a non-discriminatory manner and that the opportunity for full and fair participation is offered to riders and other community members.

Additionally, through this program, the City of Compton has examined the need for services and materials for persons for whom English is not their primary language and who have a limited ability to read, write, speak, or understand English.

It is a matter of principle that the City of Compton is committed to ensuring that no person is excluded from participation in, or denied the benefits of, or subjected to discrimination in the receipt of any of the City of Compton's transit services on the basis of race, color, or national origin. The contents of this program have been prepared in accordance with Section 601 of Title VI of the Civil Rights Act of 1964, FTA Circular 4702.1B, and Executive Order 13116 (Improving Access to Services for Persons with Limited English Proficiency).

The following Notice of Civil Rights will be posted on the City of Compton's website, aboard the fixed route and Dial-A-Ride (senior buses), and in the City Clerk's office.

City of Compton Notice of Civil Rights

The City of Compton operates its programs and services without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act. In addition to Title VI, the City of Compton also prohibits discrimination based on sex, age, disability, religion, medical condition, marital status or sexual orientation. Any person who believes he or she has been aggrieved by any unlawful discriminatory practice may file a complaint with the City of Compton.

For more information on the City of Compton's civil rights program and the procedure to file a complaint, please contact the City of Compton using the information listed below.

205 South Willowbrook Avenue, Compton, CA 90220, Public Works Department, 310-605-5505.

Aviso de ciudad of Compton opera sus programas y servicios sin distincion de raza, color u origen nacional, de acuerdo al Titulo VI del Acta de Derechos Civiles. En addicion al Titulo VI, Ciudad Compton tabien prohíbe la discriminacion basada en el sexo, edad, discapacidad, religion, condicion medica, estado civil u orientacion sexual. Cualquier persona que considere que ha sido victim de alguna practica discriminatoria puede presentar una queja con Compton.

Para mas informacion acerca del programa de derechos civiles de Compton y del procedimiento para presentar una queja, por favor contacte a Compton usando la informacion que se presenta a continuacion.

Si se necesita información en otro idioma, por favor póngase en contacto con la ciudad de Compton **205 South Willowbrook Avenue, Compton, CA 90220, Public Works Department, 310-605-5505 or contactpw@comptoncity.org.**

The following Complaint Procedures and the Complaint form is posted on the City of Compton's website at www.comptoncity.org.

CIVIL RIGHTS POLICY

The City of Compton is committed to ensuring that no person is excluded from participation in, or denied the benefits of, its service on the basis of race, color or national origin as provided under Title VI of the Civil Rights Act. In addition to Title VI, the City of Compton also prohibits discrimination based on sex, age, disability, religion, medical condition, marital status or sexual orientation.

The City of Compton is committed to ensuring that the level and quality of transportation services are provided without regard to race, color, national origin, sex, age, disability, religion, medical condition, marital status or sexual orientation; promoting the full and fair participation of all potentially affected populations in transportation decision making; preventing denial, reduction, or delay in benefits related to programs and activities affecting minority and low-income populations; and providing meaningful access to the City of Compton services, programs, and activities by persons with Limited English Proficiency (LEP).

For additional information on the City of Compton's obligation regarding non-discrimination, please write to: City of Compton, Civil Rights Compliance Manager, 205 South Willowbrook Avenue, Compton, CA 90220.

HOW TO FILE A TITLE VI COMPLAINT

Any person who believes he or she may have been discriminated against on the basis of race, color, national origin, sex, age, disability, religion, medical condition, marital status, sexual orientation or English proficiency may file a complaint with the City of Compton's Public Works Engineering Department.

Civil Rights complaints should be filed immediately. However, the City of Compton will investigate complaints up to 180 days after the alleged incident. The City of Compton will process complaints that are complete. Once the complaint is received, the City of Compton will review it and the complainant will receive an acknowledgement letter informing them whether the complaint will be investigated by the City of Compton.

The City of Compton has up to thirty (30 days) to investigate the complaint. If more information is needed to resolve the case, the City may contact the complainant. The complainant has thirty days from the date of the letter to send requested information to the investigator assigned to the case.

If the City's investigator is not contacted by the complainant or does not receive the additional information within thirty days, the City can administratively close the case. A case can be administratively closed also if the complainant no longer wishes to pursue their case.

After the investigator reviews the complaint, one of two letters will be issued to the complainant: a closure letter or a letter of finding. A closure letter summarizes the allegations and states that there was not a Title VI violation and that the case will be closed.

A letter of finding summarizes the allegations and the interviews regarding the alleged incident, and explains whether any disciplinary action, additional training of the staff member (s), or other action will occur. If the complainant wishes to appeal the decision, she/he has ten days after the date of the letter or the letter of finding to do so.

Written complaints may be sent to the City of Compton, 205 South Willowbrook Avenue, Department of Public Works Engineering Department, Compton, CA 90220, or an online complaint form may be accessed at the City of Compton's website at www.comptoncity.org. Once completed, the complaint should be forwarded to the City of Compton, Public Works Department Engineering, 205 South Willowbrook Avenue, Compton, CA 90220.

In addition to utilizing the Civil Rights complaint process at the City of Compton, a complainant may file a Title VI complaint concerning race, color or national origin discrimination with the Federal Transit Administration Office of Civil Rights Attention: Title VI Program Coordinator East Building, 5th Floor – TCR 1200 New Jersey Ave., SE Washington, DC 20590.

Active Lawsuits, Complaints or Inquiries Alleging Discrimination

The City of Compton maintains a list of active investigations conducted by entities other than FTA, including lawsuits and complaints naming the City of Compton that alleged discrimination on the basis of race, color, or national origin has been provided under Title VI of the Civil Rights Act. In addition to Title VI, the City of Compton also prohibits discrimination based on sex, age, disability, religion, medical condition, marital status or sexual orientation.

As of the writing of this program, there were no complaints pending which alleges discrimination on the basis of race, color, national origin or any other form of discrimination.

CITY OF COMPTON'S PUBLIC PARTICIPATION PLAN

Key Principles

The City of Compton Public Participation Plan has been prepared to ensure that no one is precluded from participating in the City of Compton's service planning and development process. It ensures that:

Potentially affected community members will have an appropriate opportunity to participate in decisions about a proposed activity that will affect their environment and/or health;

- The public's contribution can and will influence the City of Compton's decision making;
- The concerns of all participants involved will be considered in the decision-making process; and
- The City of Compton will seek out and facilitate the involvement of those potentially affected.

Through an open public process, the City of Compton has developed a public participation plan to encourage and guide public involvement efforts and enhance access to the City of Compton's transportation decision-making process by minority, low-income, disabled, and the Limited English Proficient (LEP) populations. The public participation plan describes the overall goals, guiding principles and outreach methods that the City of Compton uses to reach its riders.

Limited English Proficient (LEP) refers to persons for whom English is not their primary language and who have a limited ability to read, write, speak, or understand English. It includes people who reported to the U.S. Census that they speak English less than very well, not well, or not at all.

The steps outlined in the Public Participation Plan offer early, continuous and meaningful opportunities for the public to be involved in the identification of social, economic and environmental impacts of proposed transportation decisions in the City of Compton. It is a guide for how the City engages its diverse community. The City may continue to improve its public participation methods over time based on feedback from all of its riders and community members including low-income, the disabled, minority and LEP populations as well as customer and community-based organizations.

Goals of the Public Participation Plan

The goals of the City of Compton's participation plan include:

Public Participation – the process that clearly identifies and communicates where and how participants can have influence and directly impact decision making.

Commitment- how the City of Compton communicates regularly with our riders to develop trust with riders and build the community's capacity to provide public input.

Diversity – our participants represent a range of socioeconomic, ethnic and cultural perspectives, with representative participants including residents from low income neighborhoods, the disabled, ethnic communities and residents from Limited English Proficiency.

Accessibility – to provide every reasonable effort to ensure that opportunities to participate are physically, geographically, linguistically, and culturally accessible.

Relevance – to ensure issues are framed in such a way that the significance and potential effect is understood by participants.

Participant Satisfaction – to ensure that people who take the time to participate feel it is worth the effort to join the discussion and provide feedback.

Partnerships – to develop and maintain partnerships with communities through the methods described in its public participation plan.

Quality Input and Participation – that comments received by the City of Compton are useful, relevant and constructive, contributing to better plans, projects, strategies and decisions.

OBJECTIVES OF THE PUBLIC PARTICIPATON PLAN

The City of Compton's Public Participation Plan is based on the following principles:

Flexibility – the engagement process will accommodate participation in a variety of ways and be adjusted as needed.

Inclusiveness – the City of Compton will proactively reach out to and engage low income, minority and LEP populations from the City's service area.

Respect – all feedback will be given careful and respectful consideration.

Proactive and Timeliness – participation methods will allow for early involvement and be ongoing.

Clear, Focused and Understandable – participation methods will have a clear purpose and use for providing input and will be described in a language that is easy to understand.

Honest and Transparent – information provided will be accurate, trustworthy and complete.

Responsiveness – respond and incorporate appropriate public comments into transportation decisions.

Accessibility – meetings will be held in locations which are ADA accessible and welcoming to all residents, including, but not limited to, low-income and minority members of the public and in locations relevant to the topics being presented and discussed. Meetings will also be held at various times to accommodate individuals who have non-traditional work schedules.

The City of Compton will use its public participation plan when considering fare changes, modifications to routes and schedules and other transit planning projects when:

- A fare increase or significant change in the method of fare payment is being considered;
- A new route is established;
- An existing route is proposed for elimination;
- Considering the total discontinuance of service on any line or group of lines on any given day where service is currently offered;
- Any system-wide change in service hours that exceeds 10% of the current total service hours;
- Routing on any given route or group of routes that affects more than 25% of the riders using the affected route (s); or
- Schedules are changed on any given route or group of routes that reduces the total number of one-way bus trips by more than 25% of the current number of bus trips; and
- For minor schedules and service changes not rising to the level of those above, the City will post service change notices on appropriate buses and stops thirty (30) days in advance of the change date.

The City has not had any major changes since the last Title VI report update. The City will however continue to make every effort to communicate to the community through the use of the City's websites, community meetings, flyers, and social media. The City will continue to provide promotional material, notices, and fliers as part of its outreach efforts.

PUBLIC PARTICIPATION PROCESS

The City of Compton public participation plan includes many mediums such as legal notices and the City's website. While there may be minor variation in the outreach process from time to time, the outline below provides the general steps for engaging riders in the decision making process.

1. A service, route, or fare change proposal is developed internally;
2. Ensure that the proposed change meets the Title VI requirements;
3. Authorization for a public hearing is approved by the City Council;
4. Public outreach venues, dates and times are determined with consideration of the proposed changes and their impact on specific locations/populations within the City of Compton's service area;
5. Bilingual (English and Spanish) public outreach materials and programs are developed;
6. Notice of Public Hearing to be published in the newspaper, posted on the City's website, as well as faith based and community organizations.
7. Public meetings;
8. Comments from the public are heard;
9. A staff report, resolution, and pertinent documents are presented to the City Council at its meeting detailing the outcome of the public participation process along with staff's recommendations;
10. The final service/fare change date is set;
11. Bilingual system time tables and website updated in advance of proposal change.

City of Compton Outreach Notification Methods (Bi-lingual)

Print – newspapers

Outdoor – advertising on-board buses and in bus shelters

City's website

Social Media (i.e. Facebook)

Public Hearings/City Council meeting

Legal Notices

Translation Services

Members of the community should contact the City of Compton at 205 South Willowbrook Avenue, Compton, CA 90220, Public Works Engineering Department, 310-605-5505, within 72 hours before the translation service request is needed.

Addressing Comments

All comments received through the public participation plan are given careful, thoughtful consideration. Because there are a number of different ways riders or members of the community can comment on proposed service or fare changes, all comments are assembled into a single document for presentation to the City Council for consideration.

Identification of Stakeholders

Stakeholders are those who are either directly or indirectly affected by a plan, or the recommendations of that plan. Those who may be adversely affected, or who may be denied the benefit of a plan's recommendation (s) is of particular interest in the identification of a specific stakeholders. Stakeholders can come from a number of groups including citizens/residents, minority and low-income communities, communities with disabilities, public agencies, and private organizations and businesses. While stakeholders may vary based on the plan or program being considered, the City of Compton will assemble a list with whom we regularly communicate with.

LANGUAGE ASSISTANCE PLAN

Purpose of the Language Assistance Plan

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, and national origin in programs and activities receiving federal financial assistance. One critical concern addressed by Title VI is the language barrier that Limited English Proficiency (LEP) persons face with respect to accessing information about and using transit service. Transit operators must ensure that this group has adequate access to the agency's programs and activities, including public participation opportunities.

Executive Order 13166, titled "Improving Access to Services for Persons with Limited English Proficiency," forbid funding recipients from "restricting an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service, financial aid, or other benefit under the program," or from "utilize [ing] criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, or national origin, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program as respects to individuals of a particular race, color, or national origin."

FTA Circular 4702.1B was developed by the Federal Transit Administration (FTA) and details the administrative and reporting requirements for recipients of FTA financial assistance to comply with Title VI and related executive orders including on LEP.

The United States Department of Transportation (DOT) published guidance that directed its recipients to ensure meaningful access to the benefits, services, information, and other important portions of their programs and activities for LEP customers.

In order to ensure meaningful access to programs and activities, the City of Compton uses the information obtained in a Four Factor Analysis to determine the specific language services that are appropriate. This analysis helps the City of Compton determine if it communicates effectively with the Limited English Proficiency (LEP) person and inform language access planning.

The Four Factor Analysis is a local assessment that considers:

1. The number or proportion of LEP persons eligible to be served or likely to be encountered by the City of Compton;
2. The frequency with which LEP persons come into contact with the City of Compton services and programs;

3. The nature and importance of the City of Compton's services and programs in people's lives; and
4. The resources available to the City of Compton for LEP outreach as well as the costs associated with that outreach.

Factor 1 – Number of LEP Persons in Service Region

The first step in determining the appropriate components of a Language Assistance Plan is understanding the proportion of LEP persons who may encounter the City of Compton's services, their literacy skills in English and their native language, the location of their communities and neighborhoods, and more importantly, if any are underserved as a result of a language barrier.

To do this, the City of Compton evaluated the level of English literacy and to what degree people in its service area speak a language other than English and what those languages are. Data for this review is derived from the United States Census Bureau "American Fact Finder" web portal data from 2010-2014.

Based upon the census data obtained, Spanish is the language group that constitutes five percent (5%) or 1,000 persons of the total population of persons eligible to be served or likely to be affected or encountered with the written translation obligations. Please see Appendix B.

Factor 2 – Frequency of LEP Use

There are a large number of places where the City of Compton riders and members of the LEP population can come into contact with the City of Compton services including the use of fixed route transit services. The City's major point of contact will include communication with our bus operators, customer service center, and office staff regarding calls from patrons speaking languages other than English. The City will survey these groups annually. Based upon current data, the translation from Spanish to English is the area where language assistance is needed.

The City of Compton will survey key program areas and assess major points of contact with the public, such as

- Use of bus service
- Participation in public meetings
- Customer service interactions
- Ridership surveys
- Bus Operators surveys to determine the frequency of contact with the LEP Community
- Facilitate meetings with seniors and people with disabilities

FACTOR 3-THE IMPORTANCE OF THE CITY OF COMPTON SERVICE TO PEOPLE’S LIVES

Access to the services provided by the City of Compton’s fixed route and para-transit services are critical to the lives of many in the region. From July 1, 2018 to June 30, 2019, 57,461 passengers travelled aboard the City’s fixed transit routes. Many depend on fixed route and para-transit services for access to jobs and for access to essential community services like schools, shopping and medical appointments. Riders eligible for service under the Americans with Disabilities Act (ADA) require service for the same reasons. Because of the essential nature of the services and the importance of these programs in the lives of many of the region’s residents, there is a need to ensure that language is not a barrier to access our transit services. The City will survey our riders to obtain a better understanding of the importance of the City’s transit services to the lives of the LEP community, seniors, and our disabled riders in the community.

FACTOR 4 – RESOURCES AND COSTS FOR LEP OUTREACH

The City provides bilingual pay to employees who are assigned to provide bilingual translation services. Employees are required to pass a qualifying examination administered by the City’s Human Resources Department to determine their proficiency for bilingual assignments.

Language Assistance Plan

The City of Compton is committed to providing resources to improve access to its services and programs for LEP persons. Bilingual information (English/Spanish) will be distributed in a number of methods including:

- Bilingual English/Spanish system timetable
- Bilingual English/Spanish representation at public meetings
- Bilingual English/Spanish outreach material
- Provide training to staff to help them interact with the LEP community
- Provide translation assistance for members of our LEP community

The City of Compton will provide notices on all our buses and frequently utilized public facilities such as City Hall, the library, the senior citizen center, transit center and the community college regarding providing language assistance to our LEP residents. The City will consider using a 3rd party translation service to assist with oral translation for Spanish speaking or other required languages if necessary. The City will also monitor, evaluate, and update the language access

plan. The costs associated with these efforts fit within the City of Compton's marketing and outreach budget.

The Translation of Vital Documents

The City translated vital documents into Spanish. The translation of vital documents included, but not limited to, the following documents: consent and complaint forms, intake and applications forms with the potential for important consequences, written notices of rights, written notices of losses or decreased in benefits or services, notices informing LEP persons of free language assistance services, ADA complimentary para-transit applications and other documents that provide access to essential services, Title VI Civil Rights Notice, Title VI Complaint form, and Title VI Complaint Procedures. The translation of the documents was completed.

Training Staff

Training will be an on-going activity. The Title VI policy will be provided annually to all employees who come into contact with our LEP community. The City will provide training for basic language translation when requested. The training of appropriate staff to include providing training to drivers or staff members who may lack sensitivity or who respond inappropriately to persons with limited English proficiency. The City believes in empowering employees by providing them opportunities to learn Spanish.

Providing Notice to LEP Persons

LEP persons will be notified of the language services available through the Compton Renaissance by the following means:

- On-board posters and posters at bus shelters
- Posting signs at the entry point of our transit facility
- Website posting
- Notices on bus schedules

Monitoring and Updating the LEP Plan

The City of Compton will continue to use the LEP Plan as an active planning tool with appropriate updates to the plan every 3 years as data and demographics in ridership changes occur. The City will continue to outreach to organizations that advocate for persons with Limited English Proficiency. The City will provide training to staff to adequately serve the needs of our customers. The City will provide the appropriate resources necessary to ensure that the needs of our LEP population are met.

Minority Representation on Planning and Advisory Bodies

This section does not apply to the City of Compton as the City does not have a transportation related planning board.

Determination of Site of Location of Facilities

This section does not apply to the City of Compton as the City has not used FTA funds for construction purposes.



City of Compton
Public Works Department
205 South Willowbrook Avenue
Compton, CA 90220

Office: (310) 605-5505
Fax: (310) 605-6326

Appendix A

Civil Rights Complaint Form

Title VI of the 1964 Civil Rights Act and related nondiscrimination statutes and regulations require that no person in the United States shall, on the ground of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The City of Compton also prohibits discrimination based on sex, age, disability, religion, medical condition, marital status, or sexual orientation.

In addition to utilizing the Civil Rights complaint process in the City of Compton, a Complainant may file a Title VI complaint concerning race, color or national origin discrimination with the Federal Transit Administration Office of Civil Rights Attention: Title VI Program Coordinator East Building, 5th Floor – TCR 1200 New Jersey Ave., SE Washington, DC 20590. A Complainant may file an Americans with Disabilities Act (ADA) complaint with the FTA, Director, FTA Office of Civil Rights, East Building – 5th Floor, TCR, 1200 New Jersey Ave., SE, Washington, DC 20590. Complainants may also contact the FTA ADA Assistance Line, 1-888-446-4511 (Voice) or through the Federal Information Relay Service, 1-800-877-8339 or by electronic mail at FTA.ADAAssistance@dot.gov. The FTA ADA Complaint form is available at http://www.fta.dot.gov/civilrights/12875_14816.html.

The following information is necessary to assist us in processing your complaint. Should you require assistance in completing this form, please let us know.

Complete and return this form to: City of Compton, Public Works Department, 205 South Willowbrook Avenue, Compton, CA 90220.

1. Complainant's Name: _____
2. Address: _____
3. City: _____ State: _____ Zip Code: _____
4. Telephone Number (home): _____ (business): _____
5. Person discriminated against (if someone other than the Complainant):

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

6. Which of the following best describes the reason you believe the discrimination took place? Was it because of your:

- a. Race ☐ b. Color ☐ c. National Origin ☐
d. Sex ☐ e. Age ☐ f. Disability ☐
g. Religion ☐ h. Medical Condition ☐ i. Marital Status ☐
j. Sexual Orientation ☐

7. What date did the alleged discrimination take place? _____

8. In your own words, describe the alleged discrimination. Explain what happened and whom you believe was responsible. Please use the back of this form if additional space is required.

9. Have you filed this complaint with any other federal, state, or local agency; or with any federal or state court? Yes: ☐ No: ☐

If yes, check each box that applies:

Federal agency ☐ Federal court ☐ State agency ☐

State court ☐ Local agency ☐

10. Please provide information about a contact person at the agency/court where the complaint was filed.

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

11. Please sign below. You may attach any written materials or other information that you think is relevant to your complaint.

Complainant's Signature

Date



City of Compton
Public Works Department
205 South Willowbrook Avenue
Compton, CA 90220

Office: (310) 605-5505
Fax: (310) 605-6326

Formulario de Denuncia de Derechos Civiles

El Título VI de la Ley de Derechos Civiles de 1964 y estatutos y reglamentos relacionados con la no discriminación requieren que ninguna persona en los Estados Unidos, por motivo de raza, color u origen nacional, sea excluida de participación, le sean negados beneficios o sea sujeta a discriminación bajo ningún programa o actividad que reciba asistencia financiera federal. Además del Título VI, Metro también prohíbe la discriminación basada en sexo, edad, discapacidad, religión, condición médica, estado civil u orientación sexual. Además de utilizar el proceso de la queja de las derechos civiles en la ciudad de Compton, un Complainant puede archivar una queja del título VI referente la raza, el color o a la discriminación nacional con la administración federal del tránsito (FTA), Federal Transit Administration Office of Civil Rights Attention: Title VI Program Coordinator East Building, 5th Floor – TCR 1200 New Jersey Ave., SE Washington, DC 20590

La siguiente información es necesaria para ayudarnos a procesar su denuncia. Si usted necesita ayuda para completar este formulario, por favor contactenos.

Complete y envíe este formulario a: City of Compton, Public Works Department, 205 South Willowbrook Avenue, Compton, CA 90220.

1. Nombre del denunciante: _____
2. Domicilio: _____
3. Ciudad: _____ Estado: _____ Código Postal: _____
4. Número de teléfono (casa) _____ (trabajo): _____
5. Persona que sufrió la discriminación (si es diferente a la persona que presenta la denuncia):
Nombre: _____
Dirección: _____

Ciudad: _____ Estado: _____ Codigo Postal _____

6. Cual de las siguientes razones describe mayor la razon por la cual usted cree que ocurrio la discriminacion? Fue debido a su:

a. Raza ☐ b. Color ☐ c. Origen Nacional ☐
d. Sexo ☐ e. Edad ☐ f. Discapacidad ☐
g. Religion ☐ h. Condicion medica ☐ i. Estado civil ☐
j. Orientacion sexual ☐

7. ¿Qué fecha la discriminación alegada ocurrió? _____

8. En sus propias palabras, describa la discriminación alegada. Explique qué sucedió y quién usted cree era responsable. Utilice por favor la parte posteriora de esta forma si se requiere el espacio adicional.

9. Tiene usted archivado esta queja con cualquier otro federal, estado, o agencia local; ¿o con corte federal o del estado? Sí:
No:

Si sí, compruebe cada caja que se aplique:

Agencia federal	Corte federal	Agencia del estado
Corte del estado	Agencia local	

10. Proporcione por favor la información sobre una persona del contacto en la agencia/la corte donde la queja fue archivada.

Nombre: _____
Dirección: _____
Ciudad: _____ Estado: _____ Código postal : _____

11. Por favor muestra abajo. Usted puede unir cualquier material escrito o la otra información que usted piensa es relevante a su queja.

Firma de Complainant

Fecha

Appendix B

LEP Data

Table 1. Ability to Speak English, Five Years and Older

	Population 5 and Older	Speak English Only	Speak English Very Well	Speak English Not Well	Speak English Not at All	LEP Population <Well
Number	89,665	32,401	34,547	8,792	5,866	1,658
Percent		36.1%	38.5%	9.8%	6.5%	16.3%

Table 2. Ability to Speak English by Language Category

English Proficiency	Spanish		Asian and Pacific Island		Other Indo-European		Other Languages	
	Population	Percentage within Language Category	Population	Percentage within Language Category	Population	Percentage within Language Category	Population	Percentage within Language Category
Speak Very Well	34,013	81.5%	222	46.7%	151	84.4%	161	83%
Speak Less Than Well	7,745	18.5%	253	53.3%	28	15.6%	33	17%
Non-LEP Total	41,758	100%	475	100%	179	100%	194	100%
LEP Population								
Speak Not Well	8,700	59.9%	92	69.7%	0	0	0	0
Speak Not at All	5,826	40.1%	40	30.3%	0	0	0	0
LEP Total	14,526	100%	132	100%	0	0	0	0
Overall Total								
	56,284	100%	607	100%	179	100%	194	100%

Source: American Community Survey 2018 5-Year Population

Table 3. Language Spoken at Home

Language Spoken at Home (Age 5 and Older)	Number of People	Percent of Total Population
Spanish or Spanish Creole	56,284	61%
English	33,844	38%
Other Pacific Island Languages	299	.3%
African Languages	156	.2%
Korean	145	.2%
Thai	106	.1%
French	66	.1%
Vietnamese	41	.05%
Russian	32	.04%
Hindi	30	.03%
Portuguese	9	0
German	6	0
Armenian	1	0
Other Indic languages	25	0
Other Indo-European languages	18	0
Chinese	11	0
Japanese	21	0
Tagalog	24	0
Total Population	89,615	100.0%

Source: 2015 American Community Survey 5 Year Estimates

Appendix C

CITY OF COMPTON

As of the writing of this program, there are 0 complaints pending which allege discrimination on the grounds of race, color, or national origin.

Type (Investigation, Lawsuit, Complaint)	Date	Summary of Complaint	Status	Action(s) Taken

Appendix D

List of Locations Where Title VI Notice Is Posted

The City of Compton notice to the public is currently posted at the following locations:

Location Name	Address	City
City Hall	205 South Willowbrook Avenue	Compton
City Clerks Office	205 South Willowbrook Avenue	Compton

The Title VI notice and program information is also provided on the City of Compton's website at www.comptoncity.org.

Appendix E

CITY OF COMPTON SERVICE STANDARDS

Vehicle Type	Average Passenger Capacities			
	Seated	Standing	Total	Maximum Load Factor
El Dorado	30	10	40	1.3
-				
Standard				
El Dorado	30	10	40	1.3
-				
Standard				
El Dorado	30	10	40	1.3
-				
Standard				
El Dorado	30	10	40	1.3
-				
Standard				
El Dorado	30	10	40	1.3
-				
Standard				

The average of all loads during the peak operating period should not exceed vehicles' achievable capacities which are 40 passengers for the 5 El Dorado Standard buses.

Service Standards and Policies

Trip and Route Productivity Standards

The number of trips for each route where passenger loads are greater than available seats will be reviewed each month. Should standing loads continue to occur, service modifications will be considered.

Vehicle headway

Vehicle headway is the amount of time between two vehicles traveling in the same direction on a given line or combination of lines. A shorter headway corresponds to more frequent service. The City of Compton's vehicle headway standard is related to vehicle load and trip productivity. To this end, the City will reduce headways first on trips and/or routes with the highest vehicle load factors and/or customer per trip and increase headways first on trips and/or routes with the lowest customers per trip and/or fare box recovery ratios. Routes 1-5 have Vehicle

Headways of 20 minutes for peak and off peak hours, Monday through Friday 6:00 am – 3:30 pm and Saturdays 9:00 am – 3 pm.

On-Time Performance

On-time performance is a measure of trips completed as scheduled. On-time is defined as a bus that departs a stop between zero and five minutes after the scheduled departure time from the first point of departure of a trip. The City is expected to meet this standard for at least 80% of all trips.

Service Availability

The Compton Renaissance Transit System provides a vital public service to the residents of the City of Compton by providing transit services to allow better access to jobs, local retail establishments, and schools in the City of Compton. The City has 5 routes that service the entire community. The stops are conveniently located less than ¼ mile walking distance of residents. The five bus lines originates in the central business district and covers every district of the City.

Distribution of Transit Amenities

Transit amenities refer to items of comfort, convenience, and safety that are available to the customers. The City has bus shelters at the bus stops distributed throughout the City. In 2012, the City built a new transit center with bus shelters in the central business district. The bus shelters are centrally located to accommodate the passengers who utilize the transit system throughout the City.

Vehicle Assignment

Vehicle assignment refers to the process by which transit vehicles are placed into service on routes throughout the transit system. The City has a policy related to vehicle assignment. As a cost saving measures, the City assigns buses with the lowest operating costs to the longest routes.

Service and Fare Equity Analysis

The City of Compton does not operate 50 or more fixed route vehicles during peak service and the City is not located in a UZA of 50,000 or more individuals.

Appendix F

CÓMO ARCHIVAR UN TÍTULO VI QUEJA

Cualquier persona que crea lo o la pudo haber sido discriminada contra en base de la raza, color, origen nacional, sexo, edad, inhabilidad, religión, condición médica, estado civil, orientación sexual o la habilidad inglesa puede archivar una queja con la ciudad de los trabajos públicos de Compton/del departamento municipal de las utilidades.

Las quejas de las derechas civiles se deben archivar inmediatamente. Sin embargo, la ciudad de Compton investigará quejas hasta 180 días después del incidente alegado. La ciudad de Compton procesará las quejas que son completas. Una vez que se reciba la queja, la ciudad de Compton la repasará y la voluntad complainant recibe una letra del reconocimiento que les informa si la queja será investigada por la ciudad de Compton.

La ciudad de Compton tiene hasta treinta (30 días) para investigar la queja. Si más información es necesaria resolver el caso, la ciudad puede entrar en contacto con el complainant. El complainant tiene treinta días a partir de la fecha de la letra a enviar solicitó la información al investigador asignado al caso.

Si el complainant no entra en contacto con ni recibe al investigador de la ciudad la información adicional en el plazo de treinta días, la ciudad puede administrativo cerrar el caso. Un caso puede administrativo ser cerrado también si el complainant desea no más perseguir su caso.

Después del investigador repasa la queja, una de dos letras será publicado a la queja: una letra del encierro o una letra de encontrar. Una letra del encierro resume las alegaciones e indica que no había una violación del título VI y que el caso será cerrado.

Una letra de encontrar resume las alegaciones y las entrevistas con respecto al incidente alegado, y explica si ocurrirán la alguna acción disciplinaria, entrenamiento adicional del miembro del personal (s), o la otra acción. Si los deseos complainant para abrogar la decisión, she/he tienen diez días después de la fecha de la letra o de la letra de encontrar a hacer tan.

Las quejas escritas se pueden enviar a la ciudad de Compton, a la avenida del sur de 205 Willowbrook, al departamento de obras públicas/del departamento municipal de las utilidades, a Compton, a CA 90220, o a una forma en línea de la queja puede ser alcanzado en la ciudad del Web site de Compton en www.cityofcompton.org. Una vez que esté terminada, la queja se deba remitir a la ciudad de Compton, trabajos públicos/departamento municipal de las utilidades, avenida del sur de 205 Willowbrook, Compton, CA 90220.

Además de utilizar el proceso de la queja de las derechas civiles en la ciudad de Compton, un Complainant puede archivar una queja del título VI referente la raza, el color o a la discriminación nacional con la administración federal del tránsito (FTA), Federal Transit Administration Office of Civil Rights Attention: Title VI Program Coordinator East Building, 5th Floor – TCR 1200 New Jersey Ave., SE Washington, DC 20590

Pleitos activos, Compliants o investigaciones alegando la discriminación

La ciudad de Compton mantiene una lista de las investigaciones activas conducidas por las entidades con excepción de FTA, incluyendo los pleitos y las quejas que nombran la ciudad de Compton que alegan la discriminación en base de la raza, del color, o del origen nacional en la manera prevista bajo título VI del acto de las derechas civiles. Además del título VI, la ciudad de Compton también prohíbe la discriminación basada en sexo, edad, inhabilidad, la religión, la condición médica, el estado civil o la orientación sexual.

En fecha la escritura de este programa, no había quejas pendientes que alega la discriminación en base de la raza, del color, del origen nacional o de cualquier otra forma de discriminación.

CITY OF COMPTON ELECTED OFFICIALS

Emma Sharif, Mayor

Deidra Duhart, Councilmember, District 1

Andre Spicer, Councilmember, District 2

Jonathan Bowers, Councilmember, District 3

Lillie Darden, Councilmember, District 4

Eric J. Perrodin, City Attorney

Alita Godwin, CMC, City Clerk

Brandon Mims, City Treasurer

Thomas Thomas, City Manager

December 13, 2022

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: PUBLIC WORKS

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS TO ONE OR MORE VENDORS (JANKOVICH, SC FUELS AND WOOD OIL) FOR THE PURCHASE OF GASOLINE AND DIESEL FUEL FOR THE CITY'S FLEET IN AN AMOUNT NOT TO EXCEED ONE HUNDRED SEVENTY THOUSAND FOUR HUNDRED NINETY-NINE DOLLARS (\$170,499) AND THE CITY OF COMPTON FIRE DEPARTMENT IN AN AMOUNT NOT TO EXCEED NINETY THOUSAND DOLLARS (\$90,000)

SUMMARY

This resolution will authorize the City Manager to establish purchase orders to one or more vendors (Jankovich, SC Fuels and Wood Oil) for the purchase of regular and diesel fuel for the Public Works Street Maintenance Department – Fleet Operations Division and the City of Compton Fire Department in an amount not to exceed One Hundred Seventy Thousand Four Hundred Ninety-Nine Dollars (\$170,499.00) and Ninety Thousand (\$90,000) respectively.

BACKGROUND

The City of Compton Public Works Street Maintenance Department - Fleet Operations Division is responsible for the acquisition of unleaded and diesel fuel for citywide use. Fleet Operations - Fuel Division manages the delivery of fuel to the fuel station located in the Public Works Yard at 458 N. Alameda Street. The Fuel Division conducts daily fuel site inspections to meet local, state and federal reporting requirements and repairs, monitors and maintains the fuel site.

The City of Compton Fire Department is responsible for the acquisition of diesel fuel for Fire Department use for emergency vehicles. The Fire Department manages delivery of fuel to the fuel station located at Fire Station 3, 1133 W. Rosecrans Avenue. The Fire Department conducts daily fuel site inspections to meet local, state and federal reporting requirements and repairs, monitors and maintains the fuel site.

The price and availability of fuel has been unpredictable during previous fiscal years and has caused the Public Works Department/Fire Department to request the ability to purchase from multiple fuel vendors during the fiscal year. The Public Works Department/Fire Department is requesting the authority to obtain the lowest fuel prices per gallon from three (3) fuel providers: Jankovich, SC Fuels and Wood Oil who all provide fuel service to local governments and other business fueling stations.

STATEMENT OF THE ISSUE

The Public Works Street Maintenance Department – Fleet Operations Division and the City of Compton Fire Department are both responsible for providing fuel for citywide usage for vehicles, emergency vehicles and equipment. Staff is requesting the ability to purchase fuel for fiscal year 2022-2023 (i.e. July 1, 2022 – June 30, 2023) for the Public Works Street Maintenance Department in the amount of One Hundred Seventy Thousand Four Hundred Ninety-Nine Dollars \$170,499.00 and the City of Compton Fire Department in the amount of Ninety Thousand Dollars \$90,000.

The funding to be allocated to one or more of the following fuel vendors:

- Jankovich
- SC Fuels
- Wood Oil

Staff solicited the following fuel quotes:

Company Name	Red Diesel Fuel - Cents per 7600 gallons (Margin over OPIS Daily Average)	87 Regular Fuel - Cents per 7600 gallons (Margin over OPIS Daily Average)	Fire Dept. Diesel Fuel Per 3000 gallons Fire Department
Jankovich	0.0716	0.0700	0.900
SC Fuels	0.02	<0.04> (8000 gallons)	Per vendor same diesel quote for Fire
Wood Oil	0.18	0.18	Per vendor same diesel quote for Fire

***OPIS** (Oil Price Information Service) is a company providing pricing and news information for petroleum pricing, news and analysis for gasoline, diesel, ethanol, biodiesel, LP-gas, jet fuel, crude, natural gas, etc. (OPIS is the only provider of U.S. spot, rack and retail prices for petroleum supplier information).*

FINANCIAL IMPACT

Funding is available in the Adopted 2022-2023 Fiscal Year Budget in Account 6000-720-000-4228 (Gas Fuel Tax) - Public Works Street Maintenance Department in the amount of \$170,499. and in Account 6000-690-000-4229 in the amount of \$90,000 - City of Compton Fire Department.

RECOMMENDATION

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

**DAMION TIMMONS, STREET SUPERINTENDENT
PUBLIC WORKS STREET MAINTENANCE DEPARTMENT**

APPROVED FOR FORWARDING:

**THOMAS THOMAS
CITY MANAGER**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS TO ONE OR MORE VENDORS (JANKOVICH, SC FUELS AND WOOD OIL) FOR THE PURCHASE OF GASOLINE AND DIESEL FUEL FOR THE CITY’S FLEET IN AN AMOUNT NOT TO EXCEED ONE HUNDRED SEVENTY THOUSAND FOUR HUNDRED NINETY-NINE DOLLARS (\$170,499) AND THE CITY OF COMPTON FIRE DEPARTMENT IN AN AMOUNT NOT TO EXCEED NINETY THOUSAND DOLLARS (\$90,000)

WHEREAS, this resolution will authorize the City Manager to establish purchase orders to one or more vendors (Jankovich, SC Fuels and Wood Oil) for the purchase of regular and diesel fuel for the City of Compton’s Fleet and Fire Department; and

WHEREAS, the City of Compton Public Works Street Maintenance Department - Fleet Operations Division is responsible for the acquisition of unleaded and diesel fuel for citywide use; and

WHEREAS, the Fleet Operations - Fuel Division is responsible for the acquisition of unleaded and diesel fuel for citywide use; and

WHEREAS, the Fuel Division manages the delivery of fuel to city sites and conducts daily fuel site inspections to meet local, state and federal reporting requirements and repairs, monitors and maintains fuel sites; and

WHEREAS, the City of Compton Fire Department is also responsible for the acquisition of diesel fuel for Fire Department use for emergency vehicles; and

WHEREAS, the Fire Department manages delivery of fuel to Fire Station 1 and conducts daily fuel site inspections to meet local, state and federal reporting requirements and repairs, monitors and maintains the fuel site; and

WHEREAS, the price and availability of fuel has been unpredictable during previous fiscal years and has caused the Public Works Department to request the ability to purchase from multiple fuel vendors during the fiscal year; and

WHEREAS, the Public Works Street Maintenance Department and City of Compton Fire Department is requesting the authority to obtain the lowest fuel prices per gallon from three (3) fuel providers such as: Jankovich, SC Fuels and Wood Oil who provide satisfactory fuel service to local government and other business fueling stations; and

WHEREAS, staff solicited the following fuel quotes from providers:

Company Name	Red Diesel Fuel Cents per 7600 gallons (Margin over OPIS Daily Average)	87 Regular Fuel Cents per 7600 gallons (Margin over OPIS Daily Average)	Fire Dept. Diesel Fuel Cents per 3000 gallons (Margin over OPIS Daily Average)
Jankovich	0.0716	0.0700	0.900
SC Fuels	0.02	<0.04> (8800 gals)	Per vendor same diesel cost for Fire
Wood Oil	0.18	0.18	Per vendor same diesel cost for Fire

WHEREAS, funding for this expenditure is available in the Adopted 2022-2023 Fiscal Year Budget in Account Numbers 6000-720-000-4228 - Public Works Street Maintenance Department and in account 6000-690-000-4229 - Fire Department in the amounts of One Hundred Seventy Thousand Four Hundred Ninety-Nine Dollars (\$170,499.00) and Ninety Thousand Dollars (\$90,000) respectively.

RESOLUTION NO. _____
PAGE 2

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

SECTION 1. That the City Manager is hereby authorized to issue purchase orders to one or more fuel vendors (Jankovich, SC Fuels and Wood Oil) for the purchase of gasoline and diesel fuel for the City of Compton's Public Works - Fleet (\$170,499.) and Fire Department (\$90,000).

SECTION 2. That funding for this expenditure has been allocated in the Adopted Fiscal Year 2022-2023 Budget in Account Number 6000-720-000-4228 - Public Works Street Maintenance Department and Account Number 6000-690-000-4229 - City of Compton Fire Department.

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

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

ADOPTED this _____ day of _____, 2022.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

**STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON**

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing resolution was adopted by the City Council, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2022.

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

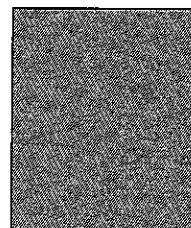


The Jankovich Company

Fuel Proposal

Date: July 21, 2022

Customer Name: City of Compton
 Contact Name: _____
 Address: 458 S. Alameda St., Compton CA 90220
 Ship To: See Below
 Phone: 310-645-6272
 Cell: (909) 731-7502
 Email: lmccombs@comptoncity.org



Product
 Gallons
 Margin over LA Opis Daily Av.

Fire Dept.
 1133 W. Rosecrans Ave.
 Compton CA 90222

Red DF
3000
\$0.0900

Public Works
 458 S. Alameda St.
 Compton CA 90220

Red DF
7600
\$0.0716

Public Works
 458 S. Alameda St.
 Compton CA 90220

87 REG
7600
\$0.0700

****The Jankovich Company does not charge a Regulatory Compliance Fee****

The Jankovich Company / 14066 Garfield Ave. / Paramount, CA 90723 / (800) 650-0200 / Fax (562) 531-



P.O. Box 4159
1800 West Katella Ave. Suite 400
Orange, CA 92863-4159
(888) SCFUELS (723-8357)
www.scfuels.com

SC Fuels formula price quote with CAR

UNL LA OPIS Same Day Average with CAR minus <\$0.04> delivered (8800 gallons)

RED LA OPIS Same Day Average with CAR plus \$0.02 delivered (7600 gallons)

Thank you.



Wood Oil Company

Fueling California Forward Since 1942

PRICE QUOTE

1532 W. 132ND Street • Gardena, CA 90249 • (323) 321-3864 (24 hours)
10) 324-5138 • Fax: (310) 769-0629 • woodoil@woodoilcompany.com • woodoilcompany.com

October 17, 2022

Fuel Quote:

<u>Gallons</u>	<u>Product</u>	<u>Margin Over L.A OPIS Daily Average</u>
1. 7600	Red Dyed Diesel	<u>.18</u>
2. 7600	87 Regular Unleaded	<u>.18</u>

December 13, 2022

TO: MAYOR AND CITY COUNCIL

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER FOR KIMLEY-HORN AND ASSOCIATES, INC. TO COMPLETE THE PREPARATION OF A LOCAL ROADWAY SAFETY PLAN FOR THE PUBLIC WORKS ENGINEERING DEPARTMENT (\$27,164.23)

SUMMARY

Adoption of this resolution will authorize the City Manager to establish a purchase order for Kimley-Horn and Associates, Inc. to complete the preparation of a Local Roadway Safety Plan (LRSP) for the Public Works Engineering Department in the amount of \$27,164.23.

BACKGROUND

Federal regulations require each state has a Strategic Highway Safety Plan (SHSP). An SHSP is a statewide data driven traffic safety plan that coordinates the efforts of a wide range of organizations to reduce traffic accidents fatalities and serious injuries on all public roads. In coordination with federal, state, local and private sector safety stakeholders, the SHSP establishes goals, objectives, and emphasis areas. The SHSP addresses the 4Es of traffic safety: Engineering, Enforcement, Education, and Emergency Services.

While the SHSP is used as a statewide approach for improving roadway safety, a Local Road Safety Plan (LRSP) is a means for providing local road owners with an opportunity to address unique safety needs in their jurisdictions. The process of preparing a LRSP creates a framework to systemically identify and analyze safety problems and recommend safety improvements.

Preparing an LRSP facilitates the development of local agency partnerships and collaboration, resulting in a prioritized list of improvements and actions that can demonstrate a defined need and contribute to the statewide plan. The LRSP offers a proactive approach to addressing safety needs and demonstrates agency responsiveness to safety challenges.

**Staff Report – Local Roadway Safety Plan
Professional Services Agreement
December 13, 2022**

An LRSP also provides a framework for organizing stakeholders to identify, analyze, and prioritize roadway safety improvements on local and rural roads. The process of developing an LRSP can be tailored to local protocols, needs, and issues.

Additionally, in future Highway Safety Improvement Projects (HSIP) Calls-for-Projects, an LRSP will be preferred or required for an agency to be eligible to apply for federal HSIP funds.

The LRSP shall evaluate the overall system to determine what improvements can be made to increase vehicle and pedestrian safety. The LRSP should be designed as a living document that can be updated to reflect changing needs and priorities.

Caltrans has made funding available to local agencies for the development of their LRSP's in advance of the HSIP calls that will require an LRSP to apply. On October 1, 2020, the City of Compton was awarded \$72,000 from Caltrans, with a required \$8,000 (10%) local match, based on the Caltrans award formula that considers the City's population, centerline miles and lane miles.

On November 2, 2021, the Public Works Engineering Department solicited Request For Proposals (RFP's) from qualified consultants to develop the City's Local Safety Road Plan (LRSP).

The Request For Proposal (RFP) seeks to secure the most qualified consultant to prepare a LRSP that aligns with the California State Highway Safety Plan and the Federal Highway Safety Plan and it will serve as an important tool for saving lives and reducing injuries on the City's local roadways.

On December 2, 2021, the City received a total of six proposals that were reviewed and ranked by staff. The top 3 firms were selected based on their responsiveness, qualifications, work experience, professional expertise, and costs. The top three proposals are listed below:

<u>Rank</u>	<u>Firm</u>	<u>Location</u>	<u>Fee</u>
1	Kimley-Horn	Los Angeles, CA	\$71,914.60
2	KOA	Monterey Park, CA	\$78,449.16
3	Willdan	Industry, CA	\$78,000.00

The proposal review committee consisted of Public Works, City Manager's Office and our consulting staff. The committee reviewed the materials in the proposals submitted by the consultant and ranked the most qualified proposals.

After careful consideration, the proposal submitted by Kimley-Horn and Associates, Inc. was deemed the lowest responsive bidder to prepare the City's Local Safety Road Plan. Kimley-Horn is a full-service engineering, planning and environmental consulting firm providing a comprehensive range of services to public and private clients throughout the United States. The project began on March 17, 2022 and was expected to take 6 months to complete.

The services that was provided by Kimley-Horn included, but was not limited to the tasks below:

Task 1 Identify Working Group

- i. Consultant identified and engaged stakeholders to develop a working group, stakeholders included first responders (Local, County State law enforcement and medical groups), transportation authorities, local school districts, business groups, residents, and etc. Consultant coordinated and led stakeholder meetings at least twice during the LRSP development for the following: 1). Identified high need areas and stakeholder priorities, established LRSP vision and goals, and reviewed potential solutions and countermeasures; and 2) Prioritized project implementation plans, and reviewed and commented on the final LRSP.

Task 2 Analyze Safety Data

- i. Consultant reviewed existing data, programs, policies, and activities; and provided a brief summary of current efforts to address transportation safety.
- ii. Consultant was not expected to collect new data as part of his work effort. Data and summaries that were currently available, included but was not limited to the Statewide Integrated Traffic Records System (WITRS), and Los Angeles County Sheriff's Department to develop the LRSP. The data analysis documented findings which included trends/patterns in crash type, driver factors, roadway features, vehicle factors, and/or environmental conditions.

Task 3 Develop Countermeasures

- i. Consultant worked with City and stakeholders to identify emphasized areas and to establish goals and specific countermeasures to address safety issues. Areas were consistent with trends identified as part of the data analysis. Countermeasures included the 4Es of highway safety – engineering, enforcement, education, and emergency response. Countermeasures were developed to specifically

address emphasized areas. Consultant established measurable objectives and goals.

- ii. A variety of resources were available for selecting effective and validated countermeasures strategies, including: Federal Highway Administration (FHWA) Proven Countermeasures, Highway Safety Manual (HSM), National Highway Traffic Safety Administration (NHTSA) Countermeasures that work, Crash Modification Factor (CMF) Clearinghouse, and etc. The consultant encouraged other effective countermeasures.

Task 4 Development of Final LRSP

- i. Consultant developed the final LRSP using the information from previous tasks. The plan included implementation strategies as well as a methodology for periodic review and updated once the initial plan had been approved.

STATEMENT OF ISSUE

On February 1, 2022, pursuant to Resolution No. 25,604, City Council authorized the City Manager to enter into a professional services agreement with and establish a purchase order for Kimley-Horn and Associates, Inc. to prepare a Local Roadway Safety Plan for the Public Works Engineering Department and authorize the establishment of a purchase order in the amount of \$71,914.60.

Funding in the amount of \$71,914.60 was to be allocated in the 2021-2022 fiscal year budget. However, due to a funding shortage, City staff was only able to secure funding in the amount of \$44,750.37 to pay the consultant, leaving a balance owed in the amount of \$27,164.23. City staff has identified funding in the 2022-2023 fiscal year to pay for the remaining balance owed to Kimley-Horn and Associates. The LRSP plan is substantially completed and will be presented to City Council when finalized.

Therefore, in order to pay for the remaining balance owed to Kimley-Horn and Associates in the amount of \$27,164.23 to complete the Local Roadway Safety Plan, City Council's authorization is necessary.

ALTERNATIVE

There are no other alternatives being recommended at this time. The study is important because, in addition to trauma of injury and loss of life, economic losses in the City of Compton due to traffic injuries on City streets were over \$692 million from 2015 through 2020, according to the Statewide Integrated Traffic Records System (SWITRS) and Caltrans HSIP Cost Parameters.

FISCAL IMPACT

Funds in the amount of \$27,164.23 are available in the Public Works 2022-2023 fiscal year budget in Account Nos. 1900-710-000-4262.

RECOMMENDATION

Staff recommends the City Council adopt the attached Resolution.

**ALVIN BAUTISTA
CITY ENGINEER**

APPROVED FOR FORWARDING:

**THOMAS THOMAS
CITY MANAGER**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER FOR
KIMLEY-HORN AND ASSOCIATES, INC. TO COMPLETE THE
PREPARATION OF A LOCAL ROADWAY SAFETY PLAN FOR THE PUBLIC
WORKS ENGINEERING DEPARTMENT (\$27,164.23)**

WHEREAS, adoption of this resolution will authorize the City Manager to issue a purchase order for Kimley-Horn and Associates, Inc. to complete the preparation of a Local Roadway Safety Plan (LRSP) for the Public Works Engineering Department in the amount of \$27,164.23; and

WHEREAS, federal regulations require each state has a Strategic Highway Safety Plan (SHSP); and

WHEREAS, an SHSP is a statewide data driven traffic safety plan that coordinates the efforts of a wide range of organizations to reduce traffic accidents fatalities and serious injuries on all public roads; and

WHEREAS, in coordination with federal, state, local and private sector safety stakeholders, the SHSP establishes goals, objectives, and emphasis areas; and

WHEREAS, the SHSP addresses the 4Es of traffic safety: Engineering, Enforcement, Education, and Emergency Services; and

WHEREAS, while the SHSP is used as a statewide approach for improving roadway safety, a Local Road Safety Plan (LRSP) is a means for providing local road owners with an opportunity to address unique safety needs in their jurisdictions; and

WHEREAS, the process of preparing a LRSP creates a framework to systemically identify and analyze safety problems and recommend safety improvements; and

WHEREAS, preparing an LRSP facilitates the development of local agency partnerships and collaboration, resulting in a prioritized list of improvements and actions that can demonstrate a defined need and contribute to the statewide plan; and

WHEREAS, the LRSP offers a proactive approach to addressing safety needs and demonstrates agency responsiveness to safety challenges; and

WHEREAS, an LRSP also provides a framework for organizing stakeholders to identify, analyze, and prioritize roadway safety improvements on local and rural roads and the process of developing an LRSP can be tailored to local protocols, needs, and issues; and

WHEREAS, in future Highway Safety Improvement Projects (HSIP) Calls-for-Projects, an LRSP will be preferred or required for an agency to be eligible to apply for federal HSIP funds; and

WHEREAS, the LRSP shall evaluate the overall system to determine what improvements can be made to increase vehicle and pedestrian safety and the LRSP should be designed as a living document that can be updated to reflect changing needs and priorities; and

WHEREAS, Caltrans has made funding available to local agencies for the development of their LRSP's in advance of the HSIP calls that will require an LRSP to apply; and

WHEREAS, on October 1, 2020, the City of Compton was awarded \$72,000 from Caltrans, with a required \$8,000 (10%) local match, based on the Caltrans award formula that considers the City’s population, centerline miles and lane miles; and

WHEREAS, on November 2, 2021, the Public Works Engineering Department solicited Request For Proposals (RFP’s) from qualified consultants to develop the City’s Local Safety Road Plan (LRSP); and

WHEREAS, the Request For Proposal (RFP) seeks to secure the most qualified consultant to prepare a LRSP that aligns with the California State Highway Safety Plan and the Federal Highway Safety Plan and it will serve as an important tool for saving lives and reducing injuries on the City’s local roadways; and

WHEREAS, on December 2, 2021, the City received a total of six proposals that were reviewed and ranked by staff and the top 3 firms were selected based on their responsiveness, qualifications, work experience, professional expertise, and costs.

WHEREAS, the top three proposals are listed below:

<u>Rank</u>	<u>Firm</u>	<u>Location</u>	<u>Fee</u>
1	Kimley-Horn	Los Angeles, CA	\$71,914.60
2	KOA	Monterey Park, CA	\$78,449.16
3	Willdan	Industry, CA	\$78,000.00; and

WHEREAS, the proposal review committee consisted of Public Works, City Manager’s Office and our consulting staff. The committee reviewed the materials in the proposals submitted by the consultant and ranked the most qualified proposals; and

WHEREAS, the proposal submitted by Kimley-Horn and Associates, Inc. was deemed the lowest responsive bidder to prepare the City’s Local Safety Road Plan; and

WHEREAS, Kimley-Horn is a full-service engineering, planning and environmental consulting firm providing a comprehensive range of services to public and private clients throughout the United States; and

WHEREAS, Kimley-Horn is devoted to supporting local agencies in recommending safety enhancements in areas throughout California and their team’s knowledge ranges from traffic safety planning and engineering to bicycle and pedestrian facility planning, safety and design; and

WHEREAS, Kimley-Horn has completed LRSPs and Systemic Safety Analysis Reports (SSARs), Strategic Highway Safety Plan (SHSP) projects, Road Safety Audits (RSAs), Safety Management Plans (SMPs), data collection and crash analysis, and design safety countermeasures throughout the country, including for the cities of Santa Clarita, Artesia, Lancaster, Ventura, Anaheim, San Clemente, Seal Beach, Costa Mesa, Eastvale, Chino, Perris, Goleta, Palm Desert, La Quinta, Santa Cruz, and Sunnyvale as well as the counties of Imperial and Ventura; and

WHEREAS, the services that was provided by Kimley-Horn included, but was not limited to the tasks below:

Task 1 Identify Working Group

- i. Consultant identified and engaged stakeholders to develop a working group, stakeholders included first responders (Local, County, State law enforcement and medical groups), transportation authorities, local school districts, business groups, residents, and etc. Consultant coordinated and led stakeholder meetings at least twice during the LRSP development for the following: 1). Identify high need areas and stakeholder priorities, established LRSP vision and goals, and reviewed potential solutions and countermeasures; and 2). Prioritized project implementation plans, and reviewed and commented on the final LRSP.

Task 2 Analyze Safety Data

- i. Consultant reviewed existing data, programs, policies, and activities; and provided a brief summary of current efforts to address transportation safety.
- ii. Consultant was not expected to collect new data as part of this work effort. Data and summaries that were currently available, included but was not limited to the Statewide Integrated Traffic Records System (WITRS), and Los Angeles County Sheriff's Department to develop the LRSP. The data analysis documented findings which included trends/patterns in crash type, driver factors, roadway features, vehicle factors, and/or environmental conditions.

Task 3 Develop Countermeasures

- i. Consultant worked with City and stakeholders to identify emphasized areas and to establish goals and specific countermeasures to address safety issues. Areas were consistent with trends identified as part of the data analysis. Countermeasures included the 4Es of highway safety – Engineering, Enforcement, Education, and Emergency Response. Countermeasures were developed to specifically address emphasized areas. Consultant established measurable objectives and goals.
- ii. A variety of resources were available for selecting effective and validated countermeasures strategies, including: Federal Highway Administration (FHWA) Proven Countermeasures, Highway Safety Manual (HSM), National Highway Traffic Safety Administration (NHTSA) Countermeasures that work, Crash Modification Factor (CMF) Clearinghouse, and etc. The consultant encouraged other effective countermeasures.

Task 4 Development of Final LRSP

- i. Consultant developed a final LRSP using the information from previous tasks. The plan included implementation strategies as well as a methodology for periodic review and update once the initial plan had been approved.

WHEREAS, on February 1, 2022, pursuant to Resolution No. 25,604, City Council authorized the City Manager to enter into a professional services agreement with and establish a purchase order for Kimley-Horn and Associates, Inc. to prepare a Local Roadway Safety Plan for the Public Works Engineering Department and authorized the establishment of a purchase order in the amount of \$71,914.60; and

WHEREAS, funding in the amount of \$71,914.60 was to be allocated in the 2021-2022 fiscal year budget; and

WHEREAS, due to a funding shortage, City staff was only able to secure funding in the amount of \$44,750.37 to pay the consultant, leaving a balance owed in the amount of \$27,164.23; and

WHEREAS, city staff has identified funding in the amount of \$27,164.23 in the 2022-2023 fiscal year to pay for the remaining balance owed to Kimley-Horn and Associates; and

WHEREAS, the LRSP plan is substantially complete and will be presented to City Council when finalized.

WHEREAS, funds in the amount of \$27,164.23 are available in the Public Works Engineering Department 2022-2023 fiscal year budget in Account No. 1900-710-000-4262.

WHEREAS, in order to issue a purchase order to pay for the remaining balance owed to Kimley-Horn and Associates in the amount of \$27,164.23 to complete the Local Roadway Safety Plan, City Council's authorization is necessary.

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

SECTION 1. That the City Manager is hereby authorized to issue a purchase order for Kimley-Horn and Associates, Inc. to complete the preparation of a Local Roadway Safety Plan for the Public Works Engineering Department in the amount of \$27,164.23.

SECTION 2. That a purchase order in the amount of \$27,164.23 is hereby authorized to be established for Kimley-Horn and Associates, Inc.

SECTION 3. That funds in the amount of \$27,164.23 are available in the Public Works 2022-2023 fiscal year budget in Account No. 1900-710-000-4262.

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

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

ADOPTED this _____ day of _____, 2022.

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 passed and 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 _____, 2022.

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

December 13, 2022

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY ENGINEER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE CONSTRUCTION OF THE ANNUAL RESIDENTIAL STREET REHABILITATION PROJECT (CIP# 18-01, PHASE 2A) AS COMPLETE, DIRECT STAFF TO FILE THE NOTICE OF COMPLETION WITH THE LOS ANGELES COUNTY RECORDER'S OFFICE AND AUTHORIZE THE RELEASE OF THE CONTRACTOR'S RETENTION (\$314,478.78)

SUMMARY

This Resolution authorizes the City Manager to accept the construction of the Annual Residential Street Rehabilitation Project (CIP# 18-01, Phase 2A) as complete, direct staff to file the Notice of Completion with the Los Angeles County Recorder's Office, and authorize the release of the contractor's retention balance (\$314,478.78).

BACKGROUND

On July 27, 2021, pursuant to Resolution No. 25,530, Compton's City Council authorized the City Manager to enter into a construction contract with Sully-Miller Contracting Company for the Annual Residential Street Rehabilitation Project (CIP# 18-01, Phase 2A), and issue a purchase order in the amount of \$6,465,000, with an approved contingency amount of \$646,500.

Full reconstruction of City streets listed on the table below has been performed and completed in accordance with the plans, specifications, and other contract documents required by the City of Compton. Work on the project included: removal of old asphalt (cold milling); installation of rubberized asphalt pavement, asphalt cement (AC) base course, aggregate base, full depth AC slot pavement, curb and gutters, sidewalks, cross gutter, alley intersection, driveway approaches, curb ramps, signing, striping, markings, and pavement legends, speed humps, and traffic signal loops; adjustment to grade of existing sewer manholes, water valves, water meters, and storm drain manholes; and other items or details that are required by the City's plans and standard specifications.

CIP# 18-01, PHASE 2A - COMPLETED STREETS

No.	Street Name	Limits
1.	Alondra Boulevard	City Limit West to Lime Avenue
2.	Parmelee Avenue	City Limit North to 138 th Street
3.	135 th Street/Stockwell Street	Parmelee Avenue to Elva Avenue
4.	Bullis Road	City Limit North to City Limit South
5.	Palmer Street	Alameda Street to Long Beach Blvd.

Phase 2A's final construction cost of \$6,289,575.52 is \$175,424.48 below the contract amount authorized by City Council. All required construction items have been completed per the contract documents.

STATEMENT OF THE ISSUE

The project was conducted in accordance with California Public Contract Law, and a retention amount equivalent to 5% was withheld from progress payments to ensure satisfactory completion.

City Council's authorization is necessary to accept the Annual Residential Street Rehabilitation Project (CIP# 18-01, Phase 2A) as complete. The City Council is also requested to approve and direct staff to file the Notice of Completion with the Los Angeles County Recorder's Office, and authorize the release of the contractor's retention balance.

FISCAL IMPACT

There is no financial impact to the City associated with release of the contractor's retention balance.

ALTERNATIVE

The contractor has completed all work per contract requirements. Therefore, no other alternatives are being proposed.

RECOMMENDATION

Staff recommends that the City Council accepts the completion of the Annual Street Rehabilitation Project (CIP# 18-01, Phase 2A), authorize staff to file the Notice of Completion with the Los Angeles County Recorder's Office, and release the contractor's retention balance.

ALVIN BAUTISTA, P.E.
CITY ENGINEER

APPROVED FOR FORWARDING:

THOMAS THOMAS
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE CONSTRUCTION OF THE ANNUAL RESIDENTIAL STREET REHABILITATION PROJECT (CIP# 18-01, PHASE 2A) AS COMPLETE, DIRECT STAFF TO FILE THE NOTICE OF COMPLETION WITH THE LOS ANGELES COUNTY RECORDER'S OFFICE AND AUTHORIZE THE RELEASE OF THE CONTRACTOR'S RETENTION (\$314,478.78)

WHEREAS, on July 27, 2021, pursuant to Resolution No. 25,530, City Council authorized the City Manager to enter into a construction contract with Sully-Miller Contracting Company for the Annual Residential Street Rehabilitation Project (CIP# 18-01, Phase 2A) and issue a purchase order in the amount of \$6,465,000, with an approved contingency amount of \$646,500; and

WHEREAS, full reconstruction of City streets included in Phase 2A has been performed and completed in accordance with the plans, specifications, and other contract documents required by the City of Compton. Work on the project included: removal of old asphalt (cold milling); installation of rubberized asphalt pavement, asphalt cement (AC) base course, aggregate base, full depth AC slot pavement, curb and gutters, sidewalks, cross gutter, alley intersection, driveway approaches, curb ramps, signing, striping, markings, and pavement legends, speed humps, and traffic signal loops; adjustment to grade of existing sewer manholes, water valves, water meters, and storm drain manholes; and other items or details that are required by the City's plans and standard specifications; and

WHEREAS, completed streets under Phase 2A include Alondra Boulevard (from City Limit West to Lime Avenue), Parmelee Avenue (from City Limit North to 138th Street), 135th Street/Stockwell Street (from Parmelee Avenue to Elva Avenue), Bullis Road (from City Limit North to City Limit South), and Palmer Street (from Alameda Street to Long Beach Blvd.), and

WHEREAS, Phase 2A's final construction cost of \$6,289,575.52 is \$175,424.48 below the contract amount authorized by City Council, and all required construction items have been completed per the contract documents; and

WHEREAS, the project was conducted in accordance with California Public Contract Law, and a retention amount equivalent to 5% was withheld from progress payments to ensure satisfactory completion; and

WHEREAS, City Council's authorization is necessary in order to accept the Annual Residential Street Rehabilitation Project (CIP# 18-01, Phase 2A) as complete, and hereby direct staff to file the Notice of Completion with the Los Angeles County Recorder's Office, and authorize the release of the contractor's retention balance.

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

Section 1. That the City hereby accepts the construction of the Annual Residential Street Rehabilitation Project (CIP# 18-01, Phase 2A) as complete, direct staff to file the Notice of Completion with the Los Angeles County Recorder's Office and authorize the release of the contractor's retention balance (\$314,478.78).

Section 2. That a copy of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney and Public Works Engineering Department.

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

ADOPTED this _____ day of _____, 2022.

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 _____, 2022.

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

December 13, 2022

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: RISK MANAGER, CITY ATTORNEY'S OFFICE

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO RENEW THE SOFTWARE LICENSE AND MAINTENANCE AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR VENTIV TECHNOLOGY, INC. FOR PROVISION OF THE RISK MANAGEMENT IVOS DATABASE (\$97,106.34)

SUMMARY

The City Council will consider adopting a Resolution authorizing the City Manager to renew the Software License and Maintenance Agreement with Ventiv Technology for the provision of the Risk Management database for workers' compensation and general liability claims.

BACKGROUND

The City of Compton is self-insured for workers' compensation and general liability claims. Ventiv Technology, Inc. ("Ventiv") currently provides the computer database used by the Risk Management Division of the City Attorney's Office to administer workers' compensation and liability claims. All medical, legal, financial, confidential and statistical data for claims filed, whether workers' compensation or liability, are supported by the Ventiv Technology "iVOS" system.

Use of the state-of-the-art "iVOS" web-based program provided by Ventiv Technology has had an invaluable impact on the Risk Management Division's ability to provide more efficient, effective and accountable service to the City as concerns workers' compensation and liability issues. Thus, continued utilization of this program and service is highly recommended.

STATEMENT OF ISSUE

The agreement with Ventiv for "iVOS" database services will expire on December 17, 2022, and as a result of several delays during the negotiation process, a new contract has not yet been executed. Nonetheless, Ventiv has continued to provide iVOS database services and support to the City. Both parties are aware that uninterrupted provision of these services is crucial to Staff's ability to access pertinent information necessary to input and process all workers' compensation and liability claims, and to comply with the City's obligations under state law to issue mandated notices as well as the required payments

to claimants, attorneys, medical facilities, courts, and various other vendors. During tenacious efforts by Staff to negotiate a new term in its contract, Ventiv proposed two options: (i) a 3-year option with an annual increase of five percent (5%); or (ii) a 5-year option with an annual increase of three percent (3%).

Renewal Options

3 Year @ 5%		
Year 1	\$	98,991.90
Year 2	\$	103,941.50
Year 3	\$	109,138.57
5 Year @3%		
Year 1	\$	97,106.34
Year 2	\$	100,019.53
Year 3	\$	103,020.12
Year 4	\$	106,110.72
Year 5	\$	109,294.04

City of Compton	Current
2021 ARR	\$94,278.00

Staff has learned there are potentially only two other technology providers with comparable infrastructure and capabilities that can provide the type of system needed to manage and process the City’s self-insured claims. If Staff were to seek competitive proposals from these providers, it is possible they could offer comparable services at an equal or lower rate. However, Staff also learned that the costs of converting from Ventiv’s iVOS system to another provider’s system would likely cost the City hundreds of thousands of dollars, thus, eliminating any potential savings resulting from selection of another provider offering lower rates.

Uninterrupted provision of the software services provided by Ventiv is crucial to staff’s ability to access pertinent information necessary to input and process all workers’ compensation and liability claims, and to comply with the City’s obligations under state law to issue mandated notices as well as the required payments to claimants, attorneys, medical facilities, courts, and various other vendors. While seeking formal proposals from another vendor will be further investigated, there is not sufficient time to complete a formal proposal process before the current agreement expires (i.e. December 17, 2022).

Staff Report – Renew Agreement with Ventiv Technology
“iVOS” Database
December 13, 2022
Page 3

For this reason, Staff recommends entering into a new agreement with Ventiv to continue to provide iVOS database services for the City for a total of five (5) years (December 18, 2022 through December 17, 2027), during which time the City can explore other options that would not be cost-prohibitive and allow the City to explore competitive bids for these services.

FINANCIAL IMPACT

Fees for provision of the iVOS claims system are as follows:

<u>Year</u>	<u>Total Annual Fees Payable</u>
1	\$97,106.34
*2	\$100,019.53
*3	\$103,020.12
*4	\$106,110.72
*5	\$109,294.04

*(Years 2 through 5 reflect an annual increase of three percent (3%) per year.)

Funds in the amount of Ninety-Seven Thousand, One Hundred Six Dollars and Thirty-Four Cents (\$97,106.34) are available in the 2022-2023 Fiscal Year budget of the City Attorney’s Department Account No. 6400-420-000-4222. Staff will allocate funding for the remaining Fiscal Years 2023-2024, 2024-2025, 2025-2026 and 2026-2027 in future year budgets.

RECOMMENDATION

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

ERIC J. PERRODIN
CITY ATTORNEY

APPROVED FOR FORWARDING:

THOMAS THOMAS
CITY MANAGER

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO RENEW THE SOFTWARE
LICENSE AND MAINTENANCE AGREEMENT WITH AND ESTABLISH
A PURCHASE ORDER FOR VENTIV TECHNOLOGY, INC. FOR
PROVISION OF THE RISK MANAGEMENT IVOS DATABASE
(\$97,106.34)**

WHEREAS, the City of Compton is self-insured for workers' compensation and general liability claims; and

WHEREAS, the City's self-insured program is administered through the Ventiv Technology, Inc. "iVOS" database; and

WHEREAS, use of the state-of-the-art "iVOS" web-based program provided by Ventiv Technology, Inc. ("Ventiv") has had an invaluable impact on the City Attorney's Office's ability to provide efficient, effective and accountable service to the City as concerns workers' compensation and liability claims management and processing; and

WHEREAS, uninterrupted provision of the software services provided by Ventiv is crucial to staff's ability to access pertinent information necessary to input and process all workers' compensation and liability claims, and to comply with the City's obligations under state law to issue mandated notices as well as the required payments to claimants, attorneys, medical facilities, courts, and various other vendors; thus staff highly recommends continued utilization of the Ventiv iVOS program and services; and

WHEREAS, the current agreement with Ventiv Technology, Inc. will expire on December 17, 2022, and staff recommends that the Amended and Restated Software As A Service Agreement with Ventiv Technology, Inc. be executed for a period of five (5) years for the provision of the City's self-insured database for uninterrupted and continued administration of its Workers' Compensation and General Liability programs; and

WHEREAS, funds for this expenditure are available in the Fiscal Year 2022-2023 annual budget.

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

SECTION 1. That the City Manager, on the advice of the City Attorney, is authorized to renew and execute the Amended and Restated Software As A Service Agreement with Ventiv Technology, Inc. for provision of the City's self-insured iVOS database for a term of five (5) years (i.e., December 18, 2022 through December 17, 2027) at an initial cost of Ninety-Seven Thousand, One Hundred Six Dollars and Thirty-Four Cents (\$97,106.34) for Year 1 with an annual increase of three percent (3%) per year for the remaining four (4) years.

SECTION 2. That a purchase order in the amount of \$97,106.34 is authorized to be established for Ventiv Technology, Inc.

SECTION 3. That funds in the amount of Ninety-Seven Thousand, One Hundred Six Dollars and Thirty-Four Cents (\$97,106.34) are available in the 2022-2023 Fiscal Year budget of the City Attorney's Department Account No. 6400-420-000-4222. Staff will allocate funding for the remaining Fiscal Years 2023-2024, 2024-2025, 2025-2026 and 2026-2027 in future year budgets.

SECTION 4. That a certified copy of this resolution will be filed in the offices of the City Manager, City Attorney, City Controller and the City Clerk.

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

ADOPTED this _____ day of _____, 2022.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor, and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2022.

That said Resolution was adopted by the following vote:

AYES: COUNCIL MEMBERS-
NOES: COUNCIL MEMBERS-
ABSENT: COUNCIL MEMBERS-
ABSTAINS: COUNCIL MEMBERS-

CITY CLERK OF THE CITY OF COMPTON



THIS CONTRACT OFFER, INCLUDING THE SOW, WILL EXPIRE ON THE LAST DAY OF THE CURRENT CALENDAR QUARTER
DATE CONTRACT OFFER ISSUED: _____

AMENDED AND RESTATED SOFTWARE AS A SERVICE AGREEMENT

This Amended and Restated Software as a Service Agreement (“**Agreement**”) is made effective as of this 18th day of December, 2022 (“**Effective Date**”) by and between Ventiv Technology Inc., and its Affiliates (“**Ventiv**”) with main offices located at 3350 Riverwood Parkway, Suite #2000, 20th Floor, Atlanta, GA 30339, and City of Compton (“**Customer**”) with offices located at 205 South Willowbrook Avenue, Compton, California 90220.

This Agreement consists of this signature page, the attached Terms and Conditions (“**Terms and Conditions**”) and the following attached schedules (“**Schedules**”) that are listed below:

Schedule A: Software Schedule (Ventiv Claims Enterprise)

Schedule B: Initial Order Form

Schedule C: Support Schedule and Service Levels (SaaS)

Attachment 1: Statement of Work

The parties previously entered into a Software License Agreement dated December 18, 2018 (“**Previous Agreement**”) whereby Customer licensed the rights to Ventiv’s proprietary software, iVOS®, supported by Ventiv and hosted by Customer. The Previous Agreement will expire on its terms, and the parties wish to renew the previous arrangement under new terms and conditions as detailed in this Agreement. Once executed, this Agreement will supersede the Previous Agreement in its entirety. By executing this Agreement, both parties acknowledge that they have reviewed the terms and conditions incorporated into this Agreement and agree to be legally bound by the same. The parties hereby cause this Agreement to be executed by their respective duly authorized representatives effective as of the Effective Date.

Accepted and Agreed:

CITY OF COMPTON

By: _____

Name: _____

Title: _____

Date: _____

Address:

Telephone: _____

Fax: _____

VENTIV TECHNOLOGY INC.

By: _____



Name: Melloney Douce

Title: General Counsel

Date: _____

Address:

3350 Riverwood Parkway

Suite #2000, 20th Floor

Atlanta, GA 30339

Telephone: 770-308-5425

Fax: 770-308-5601

TERMS AND CONDITIONS

1. **GENERAL.** The following terms and conditions (“**Terms and Conditions**”) govern this Agreement. To the extent there is a conflict between the Terms and Conditions and any Schedule, Exhibit or Statement of Work, the order of precedence of documents constituting this Agreement will be as follows: (a) Terms and Conditions; (b) Schedules; (c) Statements of Work, if any; (d) attachments or exhibits to Schedules; and (e) any other document incorporated herein.
2. **DEFINITIONS.** As used in this Agreement, and in addition to any other terms defined in this Agreement, the following terms will have the following meanings:
 - 2.1 **“Affiliate”** means any entity that controls, is controlled by, or is under common control with Ventiv. For purposes of the Agreement, “control” means possessing, (i) directly or indirectly, the power to direct or cause the direction of the management, policies or operations of an entity, whether through ownership of voting securities, by contract or otherwise; or (ii) the ownership of, or the power to vote, at least fifty percent (50%) of the voting stock, shares or interests of such entity.
 - 2.2 **“Business Day”** collectively means Monday through Friday of each week, other than days on which banks in Marietta, Georgia, U.S.A., are closed for banking and any other date designated by Ventiv as a holiday to Customer from time-to-time as such in advance in writing (because different holidays may be recognized on different days each year). Not later than December 1 of each year, Ventiv shall provide Customer a written list of holidays to be recognized for the upcoming new year;
 - 2.3 **“Change Request”** has the meaning set forth in Section 8.2;
 - 2.4 **“Confidential Information”** means any information or material in tangible or intangible form that: (i) is confidential and proprietary to the disclosing party, possesses an element of value to the disclosing party, is not generally known to the disclosing party's competitors, and would damage the disclosing party if disclosed; or (ii) the disclosing party obtains from any third party which the disclosing party treats as proprietary whether or not owned by the disclosing party;
 - 2.5 **“Customer Data”** means any and all data and information related to the data (including text, graphics, photographs, audio visual elements, music, illustrations, video or other content) provided to Ventiv by or on behalf of Customer for processing, and any and all updates or modifications thereto or Derivative Works thereof made by Customer. Other than for the reports and analyses provided to Customer pursuant to this Agreement, under no circumstances may Ventiv make any derivative work that relies upon Customer Data;
 - 2.6 **“Customer Support Services”** has the meaning set forth in Section 8.1(d);
 - 2.7 **“Deliverables”** means those Services detailed in the Statement of Work to be performed during implementation of the System to enable Production Use of the System, including without limitation, (i) Project Management – managing the project delivery; (ii) Business Analysis – requirements gathering, specifications, QA testing; (iii) Configuration – setup of Customer database including custom fields and custom business rules; (iv) Data Conversion – convert source data into format used by the Software; (v) Reporting – deploy standard templates, complete custom report development, as applicable, (vi) Training – training for Customer testing and go-live;
 - 2.8 **“Derivative Works”** means any suggestions, contributions, enhancements, improvements, modifications or changes to the referenced materials;
 - 2.9 **“Documentation”** means the user documentation and any other operating, training, and reference manuals relating to the use of the Software, as supplied by Ventiv to Customer, as well as any Derivative Works thereto;
 - 2.10 **“Intellectual Property Rights”** means all rights in and to any of the following, however constituted: trade secrets, patents, copyrights, trademarks, service marks, URLs, trade dress, brand features, know-how, moral rights, contract rights, code (executable, source and other) and similar rights of any type under the laws of any applicable governmental authority, or international treaty, including, without limitation, all applications and registrations relating to any of the foregoing;
 - 2.11 **“Order Form”** means the initial order form set forth in Schedule C as well as subsequent order forms, which will serve as the mechanism by which Customer may purchase additional software and services following the Effective Date that incorporates the terms and conditions of this Agreement;
 - 2.12 **“Production Use”** means the capability to use, or the actual use of, the System in a live environment;
 - 2.13 **“Project”** means the scope of work to be performed by Ventiv as set forth in the Statement of Work;
 - 2.14 **“Project Plan”** means the methodology for completing the Project to be agreed by the parties at the initial requirements meeting following execution of the Agreement;
 - 2.15 **“Services”** is the collective reference to all services Ventiv performs for Customer under this Agreement and includes without limitation, the services specifically described in Section 8 as well as any new services purchased under an Order Form;
 - 2.16 **“Software”** means the object code to Ventiv's proprietary software products listed in the Order Form, and any modified, updated or enhanced versions of, or additional modules related to, such software products that Ventiv provides to Customer either pursuant to the maintenance and support provisions or pursuant to an Order Form, as well as the Software Configurations and Documentation for such software products, including any Derivative Works of such software and documentation;
 - 2.17 **“Software Configurations”** means any of the Deliverables set forth in the SOW related to configuration or modification of the Software or of the standard reports or templates within the Software or the creation of business rules using the Software;
 - 2.18 **“Specifications”** means the software specifications set forth in the Documentation and in the Statement of Work for the relevant Software product;
 - 2.19 **“Statement of Work” or “SOW”** means the statement of work set forth in Attachment 1 to this Agreement as well as any changes or amendment to such SOW or any new SOWs that may be attached to a new Order Form;
 - 2.20 **“System”** is the collective reference to the Software, Software Configurations, Documentation, Ventiv Server, and other technology that together comprises the software as a service offered to Customer under this Agreement;
 - 2.21 **“Term”** has the meaning set forth in Section 13.1 of this Agreement;
 - 2.22 **“Ventiv Content”** means any information, data, materials, software, files, text, graphics, photographs, audio visual elements, music, illustrations, video or other content available through the System which is proprietary to Ventiv, its licensors, or Ventiv's affiliates; and
 - 2.23 **“Ventiv Server”** means those computer servers that Ventiv owns, leases or otherwise controls whether in its own data center or the data center of another entity with which Ventiv has a contractual relationship.
3. **LICENSE GRANT & LIMITATIONS.**
 - 3.1 **License Grant.** Subject to the terms and conditions of this Agreement, including, but not limited to, payment by Customer of the applicable fees set forth on the Order Form, Ventiv grants to Customer a limited, non-exclusive, non-transferable (except as permitted under Section 15.4 of the Terms and Conditions) license, without the right to sublicense (except as permitted under Section 3.2 below), to remotely access and use the System in accordance with the terms of this Agreement for the length of the Term solely for Customer's internal business purposes. Use of the System is limited to employees of Customer for whom Ventiv has received notification and those parties specifically authorized in Section 3.2 below, such notification provided when requesting passwords for such users. Use of the System is further limited to the number of users designated in the Order Form. Users may be divided into user type describing the level of access granted to such user (such access rights detailed in Schedule A); users may not exceed the access granted to them by the user type they have been assigned. Ventiv authorizes Customer to use, copy and distribute Ventiv Content provided that (1) the use and distribution of Ventiv Content is limited to Customer, its representatives, and/or its clients, and (2) all copies of Ventiv Content will retain all copyright or proprietary notices. Any other use or distribution of Ventiv Content, unless authorized in writing by Ventiv, is prohibited.
 - 3.2 **Other Authorized Users.**
 - (a) **Third-Party Vendors.** Ventiv acknowledges and agrees that Customer may use certain third-party vendors for purposes of performing some of Customer's internal business processes (“**Third-Party Vendors**”). Customer may allow its Third-Party Vendors (other than Ventiv's direct competitors) to access and use the System subject to the terms and conditions of this Agreement solely for Customer's internal business processing services, subject to the following conditions: (i) Customer agrees to be fully responsible for all use of the System by its Third-Party Vendors; (ii) Customer will ensure compliance by Third-Party Vendors of the terms and conditions of this Agreement, including without limitation, Section 6 of this Agreement (Confidential Information); (iii) Customer will notify Ventiv of any such Third-Party Vendors (such notification provided when requesting passwords for such Third Party Vendors) and will ensure that each such Third-Party Vendor uses its own

unique password as detailed in Section 4 below; and (iv) upon termination of its relationship with such Third-Party Vendors or of this Agreement, Customer will ensure that all access to the System by such Third-Party Vendors ceases immediately.

(b) *[Reserved for Customers who have clients requiring access to the System.]*

3.3 Limitations.

(a) *Use Restrictions.* Unless otherwise expressly authorized in this Agreement, Customer will not, and will ensure that its end-users will not: (i) modify, adapt, alter, translate, or create derivative works from the System; (ii) merge the System (or any part thereof) with any other software, products or services (other than Ventiv-provided interfaces); (iii) sublicense, resell, re-distribute, lease, rent, loan, disclose or otherwise transfer the System (or any part thereof) or any other associated products and services to any third party; (iv) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source or object code of the System (or any part thereof); (v) use the System (or any part thereof) to provide any facility management, service bureau or similar services to third parties, permit unauthorized third parties to remotely access and use the System (or any part thereof) or use the System (or any part thereof) to develop a product line that is similar to the Software or System; (vi) publish or share with any third party, except for Customer's experts and consultants retained for such reviews, any results of any benchmark or performance tests run on the System (or any part thereof); (vii) otherwise use or copy the System (or any part thereof) except as expressly allowed under this Agreement or (viii) alter, distort, or remove any confidential, proprietary, copyright, trademark, trade secret, or patent legends from any copy of the System (or any part thereof).

(b) *Unauthorized Actions.* In addition, Customer agrees that it will not use the System to take any action that: (i) violates any applicable law or regulation or is legally libelous, defamatory, indecent, obscene or pornographic; (ii) would violate copyright, trademark, trade secret or other property right of any third party; (iii) involves the addition, removal or modification of identifying network header information in an effort to deceive; (iv) uses the System to access, or attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of Ventiv's or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in access to or the corruption or loss of data; (v) uses the System to collect, or attempt to collect, personal information about third parties without their valid consent.

(c) *Removal of Files.* Ventiv reserves the right to remove from the Ventiv Server(s) any files that may damage the System or any files that are in violation of Section 3.3(b), provided that Ventiv agrees to give Customer written notice within two (2) Business Days after removing such files. The removed files will be placed in a temporary quarantined area until both parties mutually agree how to handle the files. Customer consents to such removal and waives any claim arising out of any such file removal.

3.4 Additional Software. To the extent Customer wishes to purchase additional Ventiv software products other than that set forth in Schedule A, Customer and Ventiv will execute an Order Form to purchase such additional software.

3.5 Proprietary Rights. As between the parties, and subject to the terms and conditions of this Agreement and the applicable Statement of Work, Ventiv and its third-party suppliers will retain ownership of all Intellectual Property Rights in the System, and any and all Derivative Works made to the System or any part thereof, as well as all Work Product provided to Customer ("**Ventiv Proprietary Technology**"). Customer acquires no rights to Ventiv Proprietary Technology except for the licensed interests granted under this Agreement or any SOW. The term "**Work Product**" means all other materials, reports, manuals, visual aids, documentation, ideas, concepts, techniques, inventions, processes, or works of authorship developed, provided or created by Ventiv or its employees or contractors during the course of performing work for Customer (excluding any Customer Data or Derivative Works thereof and excluding any output from the System generated by Customer's use of the System, including without limitation, reports, graphs, charts, modified Customer Data, etc., but expressly including any form templates of such reports, graphs or charts by themselves that do not include Customer Data). Customer also acknowledges that the Ventiv Proprietary Technology contains Confidential Information belonging to Ventiv and its third-party suppliers, and that nothing herein gives Customer any right, title or interest in such Ventiv Proprietary Technology except as otherwise expressly set forth in this Agreement or in any SOW. Customer acknowledges and agrees that Ventiv may use, without restriction, all suggestions, improvements and ideas concerning any part of the System (including without limitation any Beta Versions as defined in Section 16 below) or Intellectual Property Rights therein that may be communicated to Ventiv by

Customer. Customer agrees to inform Ventiv immediately of any infringement or other improper action with respect to Ventiv's Confidential Information, the System or the Intellectual Property Rights therein that comes to Customer's attention.

3.6 Rights Reserved. Title, ownership rights, and all Intellectual Property Rights in and to the System will remain the sole property of Ventiv or its suppliers. Customer acknowledges that the Software in source code form remains Confidential Information or a trade secret of Ventiv and/or its suppliers that the source code is not covered by any license hereunder and will not be provided by Ventiv. Except as set forth in this Agreement, no right or implied license or right of any kind is granted to Customer, regarding the System or any part thereof. Nothing in this Agreement confers upon either party any right to use the other party's trade names and trademarks, except for permitted license use in accordance with this Agreement. All use of such marks by either party will inure to the benefit of the owner of such marks, use of which will be subject to specifications controlled by the owner, and as set forth in Section 15.1 below.

4. PASSWORDS.

4.1 Customer's Obligations. Customer will be given all applicable passwords to use in connection with the System and will ensure that each user is given their own individual user ID and password, which may not be shared with another individual for any reason. Customer will be responsible for changing such passwords immediately upon first use of the System. Customer is entirely responsible for maintaining the confidentiality of such passwords and of its accounts (including, if applicable, the passwords and accounts of each of the Customer personnel accessing the System by means of an account established by Customer). Customer is responsible for all access to and use of the System through Customer's passwords.

4.2 Unauthorized Access. Ventiv is not responsible for any unauthorized access and/or use by any third party who independently gains access to Customer's instance of the Software on the System and/or related information, provided that such access is not caused or contributed to by Ventiv. Customer will notify Ventiv promptly of any unauthorized use of any user accounts or of any other breach of security occurring as a result of any activities of any of Customer's end-users or of any vulnerabilities that Customer believes are contained in or caused by the System such that Ventiv may take or recommend appropriate remedial measures. Ventiv will have no liability for any loss or damage arising from Customer's failure to comply with the provisions of this Section 4.

4.3 Ventiv and Customer agree (a) to maintain and update an industry standard anti-virus program within their respective computer systems and (b) to use commercially reasonable efforts to check attachments to e-mail messages that a party receives before saving such attachments to their respective organization's hard drives or servers.

5. FEES AND PAYMENT TERMS.

5.1 Payments. Customer will pay to Ventiv all fees due to Ventiv under this Agreement, including without limitation, any Expenses (as defined below) incurred, as set forth on the Order Form in U.S. dollars (collectively "**Fees**"). Unless otherwise set forth in this Agreement, all Fees will be due within thirty (30) days after the date of the invoice for same. All Fees payable under this Agreement are fully earned, non-cancelable and the sums paid are non-refundable, unless otherwise outlined herein. If any amounts are withheld by Customer, Customer will, within fifteen (15) days from receipt of invoice ("**Dispute Period**"), provide Ventiv a reasonably detailed written explanation of the nature of the dispute, which explanation will set forth the dollar amounts withheld and the reasons for withholding such amounts. If Customer does not dispute the applicable invoice during the Dispute Period, any such dispute will be deemed waived. For clarity, Customer remains obligated to pay Ventiv for all portions of the applicable invoice that are not under reasonable and good faith dispute.

Ventiv shall send all invoices to Customer's billing contact at:

Monica Turner
City of Compton
205 South Willowbrook Ave.
Compton, CA 90220

5.2 Expenses. Customer will reimburse Ventiv for all expenses, including travel-related expenses reasonably incurred in rendering Services to fulfill this Agreement and further detailed in an Order Form or any SOW ("**Expenses**").

5.3 Overdue Accounts. A late fee may be charged by Ventiv on all undisputed Fees and Expenses not paid to Ventiv by Customer within thirty (30) days after receipt of the invoice for same at the lesser of the maximum amount chargeable by law or one and one half percent (1.0 ½ %) per month

commencing with the date payment was due. Customer will be liable for all costs of collection of such undisputed, overdue amounts including, without limitation, all court costs and attorneys' fees reasonably incurred by Ventiv. Fees and Expenses due from Customer under this Agreement may not be withheld or offset by Customer against other amounts for other agreements between the Parties for any reason.

5.4 Taxes. The Fees and other charges do not include any applicable sales, use, and other taxes (including value added tax) and all applicable export and import fees, customs duties and similar charges, and Customer will also be responsible for the payment of all such taxes (other than taxes based on Ventiv's income), fees, duties, and charges, and any related penalties and interest, which will be above and beyond, and in addition to, the Fees, arising from the payment of the Fees and from the delivery or license of the Software and Services to Customer, whether such taxes are assessed before or retroactively following the issue of any invoice by Ventiv. If Customer is required by law to deduct or withhold any tax or other amount from any sum payable to Ventiv, then the sum payable by Customer will be increased to the extent necessary to ensure that after such tax or other amount has been deducted, withheld or paid, Ventiv receives on the due date and retains (free from any liability in respect of any such deduction, withholding or payment) a net sum equal to what it would have received and so retained had no such deduction, withholding or payment been required or made.

6. CONFIDENTIAL INFORMATION.

6.1 Disclosure of Confidential Information. Neither party may use or disclose any Confidential Information of the other party, except on a need-to-know basis for purposes of performing its obligations under this Agreement. This Agreement and its terms are Confidential Information. Disclosure of Confidential Information to employees of the parties hereto will be limited to those who have a need to know such information in connection with carrying out the obligations of that party pursuant to this Agreement. Customer acknowledges that the all parts of the System are the Confidential Information of Ventiv and/or Ventiv's licensors, and Customer agrees to treat such information as Confidential Information in accordance with the terms of this Agreement. A "party" (as used in this Section 6) will be deemed to include each party's respective subsidiaries, affiliates and sister companies or any other organization in which such party has an ownership stake or over which such party can exert control, each of which such party will cause to observe the confidentiality requirements of this Agreement with respect to the information disclosed by the other party under this Agreement. The receiving party will only allow its independent contractors to receive the Confidential Information if such contractors execute nondisclosure agreements with Confidential Information restrictions no less protective than those of this Agreement; provided that the receiving party will not under any circumstances provide access to such Confidential Information to competitors of the other party.

A Party shall immediately notify the other Party of any actual or suspected unauthorized access, disclosure, or use of the Confidential Information and will assist in remedying any unauthorized access, use or disclosure of the Confidential Information and take immediate steps to prevent further unauthorized use or disclosure, including, without limitation, investigation of the circumstances of the disclosure and monitoring for further unauthorized access. Ventiv will provide Customer with the full details of the issue, root cause, and mitigation steps.

6.2 Legally Required Disclosures. If a receiving party is presented with legal process under which it could be legally compelled to disclose any Confidential Information of the disclosing party (whether by oral question, deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process or by rule, regulation or other applicable law), such receiving party will promptly notify the disclosing party of the same before any disclosure is made so that the disclosing party may, at its discretion, seek a protective order or other appropriate remedy or may waive compliance with the confidentiality terms of this Agreement. If such protective order or other remedy is not obtained, or if the disclosing party waives compliance with the provisions hereof, then only that portion of the Confidential Information that it is legally required to be disclosed (as advised by a written opinion of counsel) may be disclosed.

6.3 Exclusions to Confidential Information. For purposes of this Agreement, "Confidential Information" will not include information or material which (a) enters the public domain (other than as a result of a breach of this Agreement); (b) was in the receiving party's possession prior to its receipt from the disclosing party and not otherwise subject to an obligation of confidentiality; (c) is independently developed by the receiving party without the use of Confidential Information; or (d) is obtained by the receiving party

from a third party under no obligation of confidentiality to the disclosing party. The receiving party will be entitled to use for any purpose any Residual Information obtained as a result of this Agreement, provided that the receiving party will not disclose Confidential Information of the disclosing party except as expressly permitted pursuant to the terms of this Agreement. The term "Residual Information" means the ideas, know-how and techniques retained in the unaided memories of the receiving party's personnel who have had access to the Confidential Information of the disclosing party in the course of this Agreement. The receiving party will not have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of Residual Information. However, this sub-paragraph will not be deemed to grant to the receiving party a license under the disclosing party's copyrights or patents. Section 7 of this Agreement and any business associate agreement Customer requires Ventiv to execute will govern all use and protection of Customer Data.

6.4 Duration and Injunctive Relief. The confidentiality obligations set forth in this Section 6 will continue indefinitely following termination or expiration of this Agreement for as long as the Confidential Information remains a Trade Secret under applicable law and will continue for three (3) years following termination or expiration of this Agreement with respect to Confidential Information that does not rise to the level of a trade secret. The receiving party acknowledges that disclosure of any Confidential Information or trade secret by it or its employees will give rise to irreparable injury to the disclosing party or the owner of such information, not adequately compensated by damages. Accordingly, the disclosing party will be entitled to seek equitable relief, including injunctive relief and specific performance against the breach or threatened breach of the undertakings in this Section 6, in addition to any other legal remedies which may be available.

7. CUSTOMER DATA AND SECURITY.

7.1 Customer Data Generally. Customer is the sole and exclusive owner of all Customer Data and all Intellectual Property Rights in the foregoing, whether or not provided to any other party under this Agreement. Customer Data will be governed under this section of the Agreement. Ventiv will not use Customer Data for any purpose other than that of providing the Software or rendering the Services under this Agreement, nor sell, assign, lease, or dispose of Customer Data. Customer assumes full responsibility for its employees, vendors, representatives, agents, and its clients ("Customer Representatives") with respect to the transmission of Customer Data sent directly by Customer to Ventiv. Customer must ensure that all Customer Representatives provide such Customer Data to Ventiv via either an encryption process or a secure transport mechanism. Customer assumes full responsibility to safeguard against unauthorized access and provide appropriate protection of its Customer Data prior to and during the transmission or transfer of its Customer Data to Ventiv. Customer and Ventiv acknowledge that the accuracy of delivering the Software and Services depends upon the accuracy and completeness of the Customer Data and/or business requirements needed to deliver the Software and Services by Ventiv. Customer accepts sole responsibility for errors in the Software or Services to the extent resulting from inaccurate or incomplete Customer Data supplied to Ventiv by Customer or Customer Representatives. Ventiv has the right to use the Customer Data for benchmarking purposes provided that Ventiv completely de-identifies all such Customer Data.

Ventiv acknowledges that computers, devices, data files, and Work Product created or utilized by Ventiv in the performance of Work under this Agreement may be subject to subpoena and litigation holds. Customer may require Ventiv to produce these items and Ventiv shall cooperate with providing such information.

If Customer informs Ventiv that a subpoena or litigation hold is in effect, then Ventiv shall take appropriate actions to prevent the identified information from being deleted or otherwise removed from the computers, devices, data files and Work Product, wherever housed or residing, including for any such resources engaged by Ventiv with other service providers for the duration of the litigation hold period. Ventiv shall facilitate the retrieval and return to Customer for all such Customer data requested by Customer; including any such data stored or retained by Ventiv's service providers engaged in relation to the services under this Agreement.

7.2 Security Generally. Ventiv represents and warrants that Ventiv, its partners, and/or its vendors, will maintain the Customer Data in a manner that conforms to applicable laws, utilizing generally accepted industry standard data management practices and no less than reasonable measures in the circumstances as it concerns environmental stability, data backup, backup frequency, media retention, data loss prevention, data/system security, and contingency plans/disaster recovery in accordance with the Information Security Protocols set forth below in Section 7.4. Access to Customer Data will

be restricted to Ventiv employees who have been properly trained and instructed as to security and privacy policies, controls and procedures.

Ventiv represents and warrants that all Ventiv-owned computer systems and resources to be utilized in providing Services under this Agreement are owned and managed by Ventiv and physically in the control of Ventiv, unless otherwise agreed to by Customer. Ventiv further warrants that all customer data shall be stored in Data Centers located in the continental United States, and that no Customer Data at any time will be processed, transferred, or stored by any foreign country or to any portable or laptop computing device or any portable storage medium, unless that device or storage medium is in use as part of Ventiv's designated backup and recovery processes and encrypted in accordance with generally recognized industry standards and this Agreement.

Should Ventiv seek to outsource these computer systems or resources, then Ventiv shall provide not less than sixty (60) days prior notice to Customer and Customer reserves the right to re-evaluate and/or request different arrangements with respect to this Agreement. In all events, Ventiv remains solely responsible for the security and protection of Customer Confidential Information provided under this Agreement.

7.3 Auditing Standards Report. Not less than annually or upon written request from Customer, Ventiv will provide Customer with a copy of its current certification or attestation report(s) concerning Ventiv's operation of the System. For example, URAC HIPAA Security Accreditation, ISO27001:2013, or replacement standard, concerning Ventiv's operation of the System.

7.4 Information Security Protocols. Ventiv uses a layered approach to information security. Ventiv will use commercially reasonable efforts to maintain the security, integrity and availability of all Customer Data to which it has access, including but not limited to commercially reasonable efforts reflecting changing technological approaches, to comply with the following measures: (a) HIPAA Security Rule; (b) ISO 27001; (c) maintain a documented Information Security Program which includes annual risk assessment and management procedures; (d) maintain the principle of least privilege; (e) classify and handle all Customer data as confidential and apply the necessary security and controls to support HIPAA/HITECH Act compliance; (f) maintain commercially customary physical security and access controls for its data center(s); (g) maintain commercially customary network security controls including firewall and intrusion prevention solutions; (h) maintain commercially customary redundancy at the demark, network and system layers; (i) maintain commercially customary monitoring solutions to continually manage health and capacity of the IT infrastructure components; (j) provide data encryption in a commercially customary manner of all data transmissions; (k) require a minimum of 128-bit SSL encryption for application access and use; (l) maintain and update anti-virus program; (m) require individual user accounts and passwords for any access; (n) maintain strong password requirements for all Ventiv-managed accounts; (o) maintain generally acceptable user account management processes and procedures; (p) maintain industry accepted data protection program; (q) maintain whole disk encryption for all laptops; (r) deploy software security patches in accordance with generally accepted industry best practices; (s) maintain and periodically test (at least annually) a commercially customary disaster recovery plan that provides adequate system backup, technology replacement, and alternate (backup-site) site capabilities; (t) follow commercially customary hardening procedures for system/device builds; (u) conduct ongoing vulnerability management through the use of commercially customary tools; (v) conduct periodic (at least annually) third party vulnerability assessments; (w) follow Open Web Application Security Project (OWASP) methodologies, guidelines and techniques for application development; (x) follow commercially customary change and release management practices for hardware and software changes; (y) follow commercially customary asset sanitization procedures to ensure decommissioned equipment is free of any and all Customer Data; (z) maintain Customer Data security using commercially customary database and application controls; (aa) notify Customer of any unauthorized access to Customer Data promptly upon confirmed discovery; and (bb) maintain at least one certification or attestation covered in Section 7.3 above or replacement standard on security practices from a nationally or globally recognized provider of such reports.

7.5 Operational Metrics. From time to time, Ventiv may collect and process technical and related information about Customer's use of the Software and System (which may include, without limitation, ingest volume, search concurrency, number of unique user logins, Internet protocol address, session duration and other similar data) and certain aggregated, anonymized data about the Software and Services or platform environment and configuration and use such information to support and troubleshoot issues, invoice, analyze trends and improve the Software and Services.

8. PROFESSIONAL SERVICES.

8.1 Services Generally. Subject to payment by Customer of the Fees detailed in the Order Form (Initial Order Form), Ventiv and its Affiliates will provide Customer with the services listed below in (a) through (f) (collectively "**Services**"). Ventiv has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed the Services to be performed by Ventiv hereunder unless otherwise provided herein. Ventiv may, as it deems appropriate, use subcontractors for all or any portion of the Services. Ventiv may at any time remove and replace any such subcontractors.

(a) **Implementation Services.** Ventiv will provide the implementation services described in the Statement of Work in Attachment 1 to this Agreement ("**Implementation Services**").

(b) **Training Services.** Ventiv will provide the training services to Customer described in the SOW ("**Training Services**") and Order Form.

(c)

(d) **Support and Maintenance Services.** Ventiv will provide the customer support and maintenance services described in Section 9 ("**Customer Support Services**").

(e) **Ongoing Data Loads.** Ventiv will provide the ongoing data loads described in the Order Form ("**Ongoing Data Loads**"). Upon termination of the Agreement, or upon Customer's written instruction, after final export of Customer Data by Customer, Ventiv will delete the Customer Data remaining on servers hosting the Services unless applicable law requires retention. Retained data is subject to the confidentiality provisions of the Agreement.

(f) **Transitional Services.** At Customer's expense on a time-and-materials basis, Ventiv will provide Customer with reasonable assistance in the winding down of the Services and/or transition of such Services to a new service provider in the event of any termination or expiration of this Agreement.

8.2 Change Control Procedures. Either party may during the implementation of the Project (as detailed in the SOW) request a change to any aspect of the Project Plan ("**Change Request**"). Such Change Request is to be delivered by the requesting party's Project manager (a "**Project Manager**") to the other party's Project Manager. For the avoidance of doubt, any redefinition of the scope of services by Customer, or the provision by Customer of new details in respect of the implementation, will be deemed to constitute a Change Request. A Change Request must contain a detailed and complete explanation of the proposed changes. If there is any dispute as to whether a change requested by Customer is within or beyond the scope of the Project Plan, Ventiv will not be obliged to proceed with that change until that dispute is resolved and will proceed in accordance with the Project Plan as it then exists. If a Change Request is executed by authorized signatories of both parties, Ventiv will perform the services detailed in the Change Request in accordance with the terms and conditions of this Agreement (subject to any specific terms of the Change Request itself), and such executed Change Request will constitute an amendment to this Agreement and the applicable Statement of Work.

8.3 Customer Obligations. Customer will maintain a designated representative who will be authorized to act as the primary point of contact for Ventiv in dealing with Customer with respect to each party's obligations under this Agreement and on a timely basis and at no charge to Ventiv, issue all consents or approvals and make all requests on behalf of Customer. Customer will establish and maintain, at its own expense, all telecommunications equipment and access lines necessary to gain access to and support transmission of the Software via the System. Customer agrees to perform all tasks assigned to Customer as set forth in this Agreement, the SOW, or any Project Plan or as reasonably requested by Ventiv, and provide all assistance and cooperation to Ventiv in order to accomplish timely and efficiently the Services. Ventiv will not be deemed in breach of this Agreement or SOW in the event Ventiv's failure to meet the responsibilities and time schedules set forth in the SOW or any Project Plan is caused by Customer's failure to meet (or delay in) its responsibilities and time schedules set forth in the applicable SOW, this Agreement or as otherwise requested by Ventiv. In the event of any delay in Customer's performance of any of the obligations set forth in this Agreement, including any Statement of Work, or any other delays caused by Customer, the milestones, fees and date(s) set forth in the Statement of Work or Project Plan will be adjusted as reasonably necessary to account for such delays.

8.4 Additional Services. In the future, Customer may purchase additional services by executing an Order Form describing the proposed services and fee payment schedule. A new Statement of Work describing in detail the services to be provided may be attached to such Order Form (a "**New Statement of Work**"). Once the Order Form and New Statement of Work are signed by both parties it will be incorporated herein by reference and made a part of this Agreement. No New Statement of Work will become effective until it has been executed by an authorized representative of both Ventiv and Customer and

attached to an Order Form. Any services detailed in a New Statement of Work will be deemed to be "Services" under this Agreement.

9. CUSTOMER SUPPORT SERVICES AND SLAS.

9.1 Customer Support Services. Ventiv will provide the Customer Support Services set forth in Schedule C.

9.2 SLAs. Ventiv will provide the System in accordance with the service levels set forth in Schedule C. In the event Ventiv fails to meet applicable system availability or Incident Response resolution timeframes set forth in Schedule C more than 2 times in any rolling quarterly period, then Customer shall be entitled to a pro rata credit equal to one month of the Subscription portion of the Annual Recurring Fees stated in Schedule B of this Agreement for the applicable Term for each month, in an amount not to exceed \$10000, when such availability or Incident Response times are not met.

10. WARRANTY AND DISCLAIMER.

10.1 General Warranty. Each party represents and warrants that it is not subject to any agreement that would prevent it from complying with this Agreement. Ventiv represents and warrants that it will comply with all applicable laws and regulations relating to its performance of the Services under this Agreement.

10.2 Software Warranty. Following Production Use of the System, Ventiv represents and warrants that during the Term the System will perform substantially in accordance with the Specifications for the System. If Ventiv receives written notice that the System does not perform as warranted within sixty (60) days of such non-performance, Ventiv will, at its option and at no additional charge to Customer, undertake to correct errors, or replace such portions of the System free of charge with software that performs as warranted hereunder. If Ventiv is unable to repair or replace the non-conforming software, then Customer's sole and exclusive remedy against Ventiv will be to terminate this Agreement and receive a pro-rata refund of Subscription Fees paid under the Agreement for its use of the System for the terminated portion of the Term. For the avoidance of doubt, Ventiv will not be responsible for payment of any fines assessed against Customer by any regulatory authority for failure of the Customer to comply with statutory or regulatory requirements of any kind.

10.3 Services Warranty. For sixty (60) days after the performance of any Services under this Agreement, Ventiv warrants that such Services will be performed in a professional and workmanlike manner consistent with generally accepted industry practices. For any breach of this services warranty, AND Ventiv's entire liability will be the re-performance of such deficient Ventiv Services. Ventiv shall have an opportunity, not to exceed 30 business days, to satisfactorily reperform the deficient Services to Customer's reasonable satisfaction, or as otherwise agreed by the parties. If Ventiv fails to satisfactorily reperform such Services, then Ventiv shall promptly refund to Customer all fees paid for such Services. Customer must identify in a written notice to Ventiv any deficiencies in such Services within ninety (90) days of completion of such deficient Services in order to receive the above warranty remedies.

10.4 Customer Warranty. Customer represents and warrants that Customer is authorized to provide Ventiv with the Customer Data and that Ventiv is authorized to use such Customer Data solely for the purpose of providing the System and Services.

10.5 Exclusions. Ventiv does not warrant and is not responsible for (a) any third-party products not provided by Ventiv, or (b) services not provided solely by Ventiv, its agents and subcontractors.

10.6 DISCLAIMER. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER VENTIV, ITS AFFILIATES, LICENSORS OR SUPPLIERS, NOR THEIR OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES MAKES ANY EXPRESS OR IMPLIED WARRANTIES, CONDITIONS, OR REPRESENTATIONS TO CUSTOMER, OR ANY OTHER PERSON OR ENTITY WITH RESPECT TO THE SOFTWARE, SYSTEM AND SERVICES PROVIDED HEREUNDER OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, AND THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE. VENTIV DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE, SYSTEM OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

11. INDEMNIFICATION.

11.1 Ventiv Indemnity. Ventiv will indemnify, defend, and hold Customer, its individual directors, officers, employees and agents, harmless

from and against any claims, actions or proceedings, arising out of any third-party claim that the Software or the permitted use thereof infringes or violates any third party's valid U.S. patent, copyright or trade secret ("**IP Claim**"). If in Ventiv's reasonable judgment any such IP Claims, or threat of an IP Claim, materially interferes with Customer's use of the Software, Ventiv will consult with Customer, and Ventiv will have the option, in Ventiv's sole discretion, to (i) substitute functionally equivalent non-infringing software or documentation, (ii) modify the Software to make it non-infringing, (iii) obtain for Customer at Ventiv's expense the right to continue using the infringing Software; or, if the foregoing is not feasible in Ventiv's sole discretion, Ventiv will (iv) require Customer to cease using the System, refund a pro-rata portion of the Subscription Fees (as defined in the Order Form) for the System for such period of time in which Customer was unable to use the Software or System. Ventiv will have no indemnity obligation for claims of infringement resulting or alleged to result from (i) any combination, operation, or use of any Software with any programs or equipment not supplied or authorized by Ventiv or not specified in this Agreement for such purpose if in Ventiv's reasonable judgment such infringement would have been avoided by the combination, operation, or use of such Software with items supplied by Ventiv or specified in this Agreement for such purpose; (ii) inclusion of Customer Data; (iii) any modification of the Software by a party other than Ventiv if such infringement would have been avoided in the absence of such modifications; or (iv) the use of the Software in a manner other than for its intended purposes or contrary to the Specifications. This Section 11.1 states Ventiv's entire liability and Customer's sole and exclusive remedy for infringement claims and actions.

11.2 Customer Indemnity. Customer will indemnify, defend, and hold Ventiv, its Affiliates, and their respective individual directors, officers, employees and agents, harmless from and against any claims, actions or proceedings, arising out of any third-party claim: (a) resulting from Customer's reliance on results obtained through the use of the System (provided the System has functioned in accordance with the Documentation); (b) that the Customer Data or Ventiv's receipt and possession of such Customer Data infringes or violates the rights of such third party.

11.3 General. The defense and indemnification obligations set forth in this Section 11 are conditioned upon (i) the indemnified party providing the indemnifying party timely notice of any claim or cause of action upon which the indemnified party intends to base a claim of indemnification hereunder, (ii) the indemnified party providing reasonable assistance and cooperation to enable the indemnifying party to defend the action or claim hereunder; and (iii) allowing the indemnifying party to control the defense and all related settlement negotiations; provided that the indemnifying party may not settle any claim that results in the indemnified party's liability and the indemnifying party will be required to consult with the indemnified party during any settlement discussions.

12. LIMITATION OF LIABILITY.

12.1 LIMITATION OF REMEDY. EXCEPT AS PROHIBITED BY LAW, IN NO EVENT WILL EITHER PARTY, OR ITS CONTRACTORS, LICENSORS OR SUPPLIERS OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES BE LIABLE TO THE OTHER PARTY, OR ANY OTHER PERSON OR ENTITY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES OR LIABILITIES FOR ANY CAUSE WHATSOEVER ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ALL STATEMENTS OF WORK, ORDER FORMS, OR AMENDMENTS THERETO, WHETHER IN CONTRACT OR TORT OR BY WAY OF INDEMNITY OR OTHERWISE, INCLUDING A BREACH THEREOF OR INCLUDING DAMAGES OR LIABILITIES FOR LOST PROFIT, LOST REVENUE, LOSS OF USE, LOSS OF GOODWILL, LOSS OF REPUTATION, LOSS OF DATA, REGULATORY FINES, COSTS OF RECREATING LOST DATA, THE COST OF ANY SUBSTITUTE EQUIPMENT, SOFTWARE PROGRAM, OR DATA, REGARDLESS OF WHETHER THE POSSIBILITY OF SUCH DAMAGES OR LIABILITIES HAVE BEEN COMMUNICATED TO SUCH PARTY AND REGARDLESS OF WHETHER SUCH PARTY HAS OR GAINS KNOWLEDGE OF THE EXISTENCE OF SUCH DAMAGES OR LIABILITIES.

12.2 MAXIMUM LIABILITY. (A) EXCEPT FOR (I) THE RECOVERY OF SUMS DUE UNDER THIS AGREEMENT OR IN AN SOW, (II) AS PROHIBITED BY LAW OR (III) FOR CLAIMS ARISING UNDER SECTIONS 6 (OTHER THAN DATA BREACHES), 11.1 AND 11.2; IN NO EVENT WILL EITHER PARTY'S LIABILITY FOR ANY DAMAGES TO THE OTHER, ANY OF ITS AFFILIATES, OR TO ANY THIRD PARTY REGARDLESS OF THE FORM OF ACTION, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE, EVER EXCEED THE ACTUAL FEES RECEIVED BY VENTIV UNDER THIS AGREEMENT FOR THE PORTION OF THE SOFTWARE OR SERVICES GIVING RISE TO SUCH CLAIM DURING THE PRECEDING TWELVE (12) MONTH PERIOD.

13. TERM AND TERMINATION.

13.1 Term and Renewals. The initial term of this Agreement, including the Maintenance and Support Services will begin on December 18, 2022, the Effective Date of this Agreement, and will continue for a term of five (5) years (i.e. December 18, 2022 through December 17, 2027 (the “**Initial Term**”), unless earlier terminated in accordance with this Section 13. Customer shall have the option to renew/extend the Term of this Agreement for up to two (2) one (1) year terms (the “**Renewal Term**”), upon ninety (90) days written notice prior to the expiration of any given Term. Except as set forth on the Order Form, any change in Recurring Fees (including Support and Maintenance Fees) for any year shall not exceed five percent (5.0%). For the avoidance of doubt, this provision shall not apply to any fees incurred pursuant to any Amendment or SOW for the purchase of additional Products or Services.

13.2 Termination for Breach. In the event that either party materially defaults in the performance of any of its duties or obligations under this Agreement and does not substantially cure such default, or commence a cure, within thirty (30) days after being given written notice specifying the default, the non-defaulting party may, by giving written notice thereof to the defaulting party, terminate this Agreement. Ventiv may, by written notice to Customer, terminate Customer's right to use the System without liability to Customer, if Customer fails to pay the applicable fees for the System as set forth in the Order Form within thirty (30) days after Ventiv gives Customer notice of such nonpayment. Any such suspension or termination of access to the System does not relieve Customer from paying any past due amounts and any amounts due Ventiv through the expiration date of this Agreement.

13.3 Effect of Termination. Within thirty (30) days (or earlier upon Ventiv's reasonable written request) after the effective date of a termination of this Agreement for any reason, Customer will (i) pay Ventiv for all Services satisfactorily performed by Ventiv up to the effective date of such termination and all other amounts owed by Customer to Ventiv under this Agreement including, but not limited to, all undisputed Fees owed by Customer as of the effective date of termination according to the payment schedule set forth in the Order Form, regardless of the date of; and (ii) destroy or return to Ventiv all Ventiv property, including, but not limited to all Documentation and the Confidential Information of Ventiv. Upon the destruction or return of such materials, Customer will provide Ventiv with a signed written statement certifying that it has destroyed or returned all Ventiv property to Ventiv. Upon termination of this Agreement for any reason, all rights and licenses granted by Ventiv hereunder to Customer will immediately cease.

13.4 Return of Customer Data. When requested in writing by Customer, based upon termination of this Agreement, Ventiv will deliver (within sixty (60) days of receipt of request) electronic files containing all available Customer Data. Ventiv will deliver the data files in a normalized, ASCII, flat file format. The files will be encrypted and posted to an agreed to SFTP site. Standardized documentation describing the data files will be included. All work completed by Ventiv for the extract of the data will be billed to the Customer on a time and materials basis at a rate not to exceed \$240/hour. Sixty (60) days following termination of this Agreement, all Customer Data in the System will no longer be available on Ventiv's Systems, as Ventiv will purge all such Customer Data from its Systems, and all such Customer Data will either be returned to Customer if requested in accordance with this Section 13.5 or, if return of data is not requested, it will be destroyed, unless otherwise agreed by the parties in writing. All data received from third parties for Customer will also be deleted from Ventiv's Systems within the 60-day period.

13.5 Survival. Termination of this Agreement will not affect survival of the provisions regarding Ventiv's or Customer's treatment of Confidential Information, provisions relating to the payments of amounts due that have accrued prior to termination, indemnity provisions, provisions limiting or disclaiming the party's liability, provisions on non-solicitation of employees, or the provisions on termination, which provisions will survive such termination.

14. DISPUTES.

If at any time a dispute arises out of or in connection with this Agreement or any part thereof (e.g., a SOW), then Ventiv and Customer (together the “**Parties**”) will have their respective Project Managers meet in good faith with a view to resolving the dispute within a period of fifteen (15) working days from the day the dispute first arises. Should the Parties not be able to resolve the dispute within the fifteen (15) working days, then both Parties will refer the matter to their own appropriate level of senior executive management respectively for resolution. If the relevant senior executive management of Ventiv and Customer are unable to resolve the dispute within a further ten (10) working day period, then the Parties will attempt to settle the dispute through discussions between each Parties' respective Chief Executive Officer. In the absence of an amicable resolution within fifteen (15) days from the meeting of

the respective Chief Executive Officers in accordance with the conditions set forth in this Section 14, the dispute may then be submitted to the appropriate courts having jurisdiction over the matter as governed by Section 15.6. Nothing in this Agreement will prevent either party from taking such action as it deems appropriate (including any application to a relevant court) for injunctive or other emergency or interim relief in relation to its Intellectual Property Rights or Confidential Information.

15. GENERAL.

15.1 Marketing. Neither Party shall issue press releases or other publicity regarding this Agreement and the Work or Services performed hereunder, or use the other Party's name, logo, trademark or brand in any publicity, publication, web site, marketing materials, any advertising or client listing or any similar use or dissemination of the other Party's identity or identifying marks without first obtaining the prior review and written approval of the other Party. Such approval may be withheld, at the discretion of the consenting Party. From time to time, but not more than twice per year, Customer, in its sole discretion, will agree to act as a reference for future potential clients of Ventiv.

15.2 Force Majeure. Neither Ventiv nor Customer will be liable to the other for any delay or failure to perform (other than a failure to pay monies due under this Agreement) arising out of causes beyond its reasonable control including, but not limited to, riots, epidemics, severe weather, acts of the other party, fire, flood, terrorism, war, acts of the enemy, embargoes or work stoppages, labor disputes or strikes. Ventiv and Customer will notify each other promptly upon learning of any event that may result in any delay or failure to perform. If the force majeure event occurs and continues to prevent substantial performance for more than thirty (30) days the other party has the right to terminate this Agreement.

15.3 Entire Agreement. This Agreement and any Addenda hereto signed by the parties, constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior agreements, negotiations, representations and proposals, written or oral. Neither party has relied upon any representation not contained in this Agreement as an inducement to enter into this Agreement. This Agreement will prevail over any conflicting or additional provision of any click-through agreement or consent to access the Services, purchase order or any other instrument of Customer or Ventiv, it being understood that any purchase order issued by Customer will be for Customer's convenience only, and any differing or additional terms and conditions contained therein are hereby expressly rejected by Ventiv. This Agreement will be construed and interpreted fairly, in accordance with the plain meaning of its terms, and there will be no presumption or inference against the party drafting this Agreement in construing or interpreting the provisions hereof. No modifications, additions, or amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of the parties.

15.4 Assignment. Except as otherwise set forth in this Agreement, this Agreement and all rights and obligations may not be assigned (by operation of law or otherwise) in whole or in part by Customer, and any such attempted assignment will be void and of no effect; provided, however, that either party hereto will have the right to assign this Agreement to another entity in connection with a reorganization, merger, consolidation, acquisition or other restructuring involving all or substantially all of the voting securities and/or assets of the assigning party. This Agreement will be binding upon and inure to the benefit of the parties, their legal representatives, permitted transferees, successors, and assigns as permitted by this Agreement. Except with respect to indemnification provisions, there are no third-party beneficiaries of this Agreement and, in particular but without limiting the generality of the foregoing, no end-users of the Customer or any Customer Affiliate will have any legal rights or entitlements of any kind hereunder under any circumstances.

15.5 Waiver and Invalidity. No delay or failure in exercising any right hereunder and no partial or single exercise thereof will be deemed to constitute a waiver of such right or any other rights hereunder. If any provision hereof is declared invalid by a court of competent jurisdiction, such provision will be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of this Agreement will be valid and enforceable to the fullest extent permitted by applicable law.

15.6 Choice of Law. This Agreement will be exclusively construed, governed and enforced in all respects in accordance with the internal laws (excluding all conflict of law rules) of the State of California and any applicable federal laws of the United States of America, as from time to time amended and in effect. Each party agrees that any claim or cause of action whether in law or equity, arising under or relating to this Agreement may be brought in a court of appropriate jurisdiction in the state or federal courts for the place of principal business of the non-moving party; and each party agrees to the personal and

subject matter jurisdiction of such courts. . The parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply in any respect to this Agreement or the parties hereto. The parties hereby agree that their respective rights and obligations hereunder will be solely and exclusively as set forth herein and that UCITA, whether enacted in whole or in part by any state or applicable jurisdiction, regardless of how codified, will not apply to this Agreement and is hereby disclaimed. Each party represents and warrants that it is aware of, understands and has complied and will comply with, all applicable U.S. and foreign anti-corruption laws, including without limitation, the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act.

15.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original but all of which together will be deemed for all purposes to constitute one and the same instrument. Signatures transmitted and received via facsimile or other electronic means will be treated as original signatures for all purposes of this Agreement.

15.8 Solicitation. To promote an optimum working relationship, the parties agree in good faith not to knowingly solicit for employment, directly or indirectly, employ or otherwise engage any employee who has been involved in rendering or receiving services hereunder as an employee of the other party without that party's prior written consent. This restriction will apply during the term of and for a period of six (6) months after the termination of this Agreement. The provisions of this Section 15.8 will not restrict the hiring of any person who: (i) has not been involved in rendering or receiving services, on behalf of Ventiv or Customer, under this Agreement; (ii) as of the time of hiring, has not been an employee of the other party at any time during the preceding one hundred eighty (180) days; or (iii) responds to a publicly announced vacancy notice.

15.9 Government Entities. The Software is "commercial computer software" or "commercial computer software documentation" and that, absent a written agreement with Ventiv to the contrary, the government's rights with respect to such Software are, in the case of civilian agency use, Restricted Rights, as defined in FAR §52.227.19, and if for Department of Defense use, limited by the terms of this Agreement, pursuant to DFARS §227.7202.

15.10 Restricted Nations. The term "Restricted Nation" means any country, individual, group or organization on the U.S. Department of Treasury's Office of Foreign Assets Control's Country Sanctions Program or list of Specially Designated Nationals, or the U.S. Department of Commerce's Bureau of Export Administration's List of Denied Persons, as each may be amended from time to time. Customer represents and warrants that it will not allow access to the Software and/or System to any user and/or perform a transaction related to (i) an individual located in a Restricted Nation; (ii) a business or organization owned, controlled by or acting on behalf of an individual, business or organization in a Restricted Nation; (iii) a government of a Restricted Nation; (iv) a business or organization owned, controlled by or acting on behalf of a government of a Restricted Nation; and (v) an individual, group or organization on the U.S. Department of Treasury's Office of Foreign Assets Control's list of Specially Designated Nationals or the U.S. Department of Commerce's Bureau of Export Administration's List of Denied Persons. Subject to Customer having been notified by Ventiv of any changes to the Restricted Nations, Customer will defend, indemnify, and hold Ventiv, and Ventiv's officers, directors, employees, agents, suppliers, or representatives harmless from and against any and all losses, damages, costs, and expenses, including legal fees, incurred directly or indirectly as a consequence of Customer's failure to comply with this Section. This obligation will survive termination of this Agreement.

15.11 Notices. Any and all notices permitted or required to be given hereunder will be deemed duly given (a) upon actual delivery, if delivery is by hand; or (b) upon delivery into the United States mail if delivery is by postage paid registered or certified return receipt requested mail. Each such notice must be sent to the respective party at the addresses indicated on the signature page.

16. Beta Testing and Sunset. In the event that Customer agrees to beta-test any new software or new functionality ("Beta Versions") for Ventiv under the terms of this Agreement, Customer acknowledges and agrees that THE BETA VERSIONS ARE PROVIDED ON AN "AS-IS" BASIS and none of the warranties set forth in this Agreement with respect to the Software or System will apply to any Beta Versions. Ventiv will not be liable for any damages whatsoever that arise out of Customer's use of the Beta Version if Customer attempts to use the Beta Versions with anything other than test data in a test environment. Ventiv will have the right upon 120 days prior written notice to sunset and discontinue support of any of the Software provided under this Agreement in its sole discretion, subject to prorate reduction or refund of Support Fees paid for any such Software no longer being supported.

Schedule A to the Ventiv Claims Enterprise Software License & Support Agreement

Software Description

The Software being provided to Customer are Ventiv Claims Enterprise, Integrated Risk Management and Ventiv Digital products that include a number of different modules. Part I below includes a description of each module within the Software that the Customer will have a right to use based on the Fees set forth in the Order Form. Part II below describes the different user types and the level of access granted to each type of user. The Order Form will designate what type of users the Customer has purchased.

I. Ventiv Claims Enterprise

A. Claim Administration Modules

1. Workers' Compensation Module

Ventiv Claims Enterprise automatically calculates all temporary disability (TD) and permanent disability (PD) rates, given an incident date and a wage information. Additionally, the system can be set up to schedule and generate TD payments automatically. Other key worker's compensation features of Ventiv Claims Enterprise include:

- Jurisdiction-specific forms and letters for all 50 states
- OSHA 300, 301, 300A tracking and report generation
- Work status tracking
- Multiple dependent tracking
- Calculation of most jurisdictional standard compensation rates
- Medical management
- Business rules to facilitate compliance with state requirements
- Option to produce the Employer's First Report of Injury (FROI) and/or Subsequent Report of Injury (SROI)

2. Property and Casualty Module

For processing of Property and Casualty claims, such as General Liability, Professional Liability, Automobile Insurance, and other such Property and Casualty Lines of Business. The Ventiv Claims Enterprise Property & Casualty module is specifically designed to support multiple claimants to one incident. Each claimant supports its own set of financials and ancillary information (diary, notepad, correspondence, email, etc.). However, reports and online viewing of financial reserve information can be rolled up to the occurrence level. Other Ventiv Claims Enterprise liability claim features include:

- Tracking of multiple claimants per incident as well as initial claimant demand and multi-vehicle information
- Contact management
- Multiple employer tracking
- Vehicle reporting
- Traffic-accident tracking

Core Components Included. Each of the core components listed below comes standard with either of the modules listed above under Claims Administration Modules.

- **Business Rules** – Ventiv Claims Enterprise includes a full business rules engine with hundreds of rule templates that can be used to manage workflow for claims, including monitoring (e.g., notifying supervisors of open claims with no diary activity in X days) and event-driven rules (e.g., sending forms/letters for new claims). As Customer creates its own business rules, it can name each rule as desired, and even create its own folder system for organizing the rules. Existing rules can be moved or copied from folder to folder as needed, making it easy to create new rules that are similar to an existing rule.
- **Workflow Queues** – Ventiv Claims Enterprise has the capability to define workflow queues
- **Searches** – All claims can be looked up through the query functionality on the Ventiv Claims Enterprise home page. For example, on the home page, Claimant Search tab can find claims based on one or more of the following criteria: Claim Number, Social Security Number, Insured, Adjusting Office, Injured Part, Claimant Liability, Employee Number, Policy, Examiner, Medical Record Number, Incident From and Through Dates, Insurer Name, Affiliate Claim Number, and Insurance Type. Search results can be managed easily in Ventiv Claims Enterprise through multi-tiered sorting and filtering capabilities (which can be set as user preferences to apply to future searches), as well as the ability to “lock” selected columns for easy visual reference while scrolling through results. Ventiv Claims Enterprise also includes auto-complete and extended search (e.g., vendor and contact records in addition to claims) options to help users find the records they want.
- **Diary Management** – Each user can track their diary activities in Ventiv Claims Enterprise. Diaries can be manually entered or generated automatically by business rules. These activities can be filtered by category, priority, and date range to help manage an

examiner's caseload. User may also view diary activities at a claim level, showing all diaries scheduled for a single claim, enabling multiple users to collaborate on a claim. Security can be applied to diaries, restricting access by a combination of confidentiality level and diary category types, enabling certain groups of users to have diaries that cannot be seen by other workgroups. In addition, Ventiv Claims Enterprise gives users the ability to temporarily re-assign diaries for examiners who are on leave, or simply to oversee an examiner's workload to make sure he or she is not getting behind or "stair stepping" their diaries.

- **Notepads** - Used for documenting conversations, creating action plans, attaching electronic files such as photographs, and more. Ventiv Claims Enterprise provides unlimited free-form text entry in the notepad body that can be manually or automatically spell-checked upon saving (using American, legal, and medical dictionaries). Each notepad category can have a customizable template associated with it, enabling customers to establish standards for data Ventiv Digital in the notepad. In addition, security can be applied to specific notepad types (for example, case manager notes that can be hidden from examiners). Similarly, users can use a filtering option to view only notepads that meet selected criteria.
- **Correspondence** - Ventiv Claims Enterprise integrates with Microsoft Word for managing written correspondence, using user-definable templates stored in the application server. Users can generate a letter from a claim file simply by selecting a master group from a drop-down list, then choosing a specific letter within that group from another drop-down list. Ventiv Claims Enterprise then merges data from the claim file into the letter based on the template, and displays the letter in Microsoft Word on the user's computer for any additional editing and/or formatting. When custom changes to the letter are complete, the user will have a choice of saving the letter in draft mode or final mode (final mode will disallow further changes to the letter). Sent correspondence is can be locked in the database as read only, but can be easily retrieved and viewed. Other features of Ventiv Claims Enterprise correspondence include:
 - Inserting an examiner's signature
 - Customized form/letter headers and footers
 - Prompts for selection certain fields such as care providers, legal counsel, payment amounts, etc., associated with the claim in forms that require an objective decision
 - Auto-calculated fields such as benefit totals.
 - **CA EAMS Forms** – eForms option – The CA Division of Workers' Compensation, Electronic Adjudication Management System forms (EAMS forms) are provided and maintained within Ventiv Claims Enterprise. Ventiv Claims Enterprise supports the eForms solution option. **JET filing is not supported at this time**
- **Payments and Reserves** - Ventiv Claims Enterprise financial functionality is broken into two main areas, payments and reserves. Both functional areas are governed by business rules, SIR limits established by the policies, and user payment and reserve authority limits. Ventiv Claims Enterprise allows users to create "unapproved" payments and reserves above their authority limits. When "unapproved" payments or reserves are created, supervisors can be notified in real time through their User Diary, or these transactions can be queued in a list for a supervisor to review periodically through the day, approving them in bulk or individually. Payments that are due, but have unapproved reserves, unapproved payments, incomplete addresses, etc., will not be authorized for printing, but will be caught on a payment report specifying the reason for not being authorized (which can be distributed for correction). Ventiv Claims Enterprise also has the ability to schedule a series of payments that auto-calculate the benefit to be paid over a period of weeks, and schedule the payments for release on their proper due date.
- **Vendor Management** - Ventiv Claims Enterprise provides vendor management capabilities, including vendor search options from the home page and the payment screen (for selecting a vendor to pay). The Vendor Payment record has fields for tracking a vendor's name, address, main contact, vendor type and specialty, and ACH information for electronic funds transfer. In addition, Ventiv Claims Enterprise allows you to combine payments from multiple claims onto one vendor payment, as well as to have multiple vendor locations with a single tax ID. Other features include managing withholding payments for multiple date periods, W9 form requests, and other correspondence to the vendor. Ventiv Claims Enterprise also has a built-in interface that ensures compliance with federal Office of Foreign Assets Control (OFAC) regulations during the vendor payment process by performing a search against OFAC's published list of individuals and companies owned or controlled by, or acting for or on behalf of, targeted countries.
- **Policy Maintenance Module** - Ventiv Claims Enterprise provides comprehensive insurer, bank account, insured, policy, policy period, reinsurance, and agent tracking for policy verification, assignment and reporting. Policy period deductibles, premium, payroll, and other information are tracked for each contract period. Other features include:
 - Excess and reinsurance tracking
 - Coverage assignments to multiple locations
 - SIR by claim, by occurrence, and various reporting levels
- **Organizational Hierarchy** - Ventiv Claims Enterprise supports up to 20 levels of organizational hierarchy, including the ability to define relationships between entities within an organization. Assignment of a claim to an organizational level is accomplished using a directory tree (similar to Windows Explorer) that displays each level as a folder with expandable sublevels. Selecting a sublevel enables that claim's financial and other information to roll up in reports under the parent organizational levels.
- **Litigation Tracking** - Ventiv Claims Enterprise has a litigation tracking window that enables multiple lawsuits to be tracked, with multiple claimants and attorneys associated with the suit. This screen comprises extensive information, including demand amounts, hearing dates, court assignments, and more. Business rules can be configured based on dates entered in the litigation management window to notify system users (via diaries) or external partners such as defense attorneys (via e-mail) of upcoming hearings or trials. Ventiv Claims Enterprise also has a Litigation Calendar that displays daily, weekly, or monthly litigation activity across multiple suits, claims, and counsel, using an interface similar to Microsoft Outlook. The calendar also has a filter that allows the user to show only activities of a particular type or involving specific counsel, dates, and so forth.

- Case Load Management - This functionality will help a supervisor review each examiner's cases, and easily re-assign claims to another examiner by highlighting the claims to be moved, selecting the Assign Examiner button, and deciding which examiner, supervisor, or adjusting office to move claims to, and whether or not to move diaries assigned to the claim file.
- Reporter Module (includes Report Design Tool & Report Distribution) – Ventiv Claims Enterprise provides a broad range of standard report templates designed to enable users to analyze data from an insurance and risk management perspective. Reports can be run using diverse filtering and grouping options, and the report output can be saved for future reference or for distribution. Data can also be downloaded to excel for further analysis. The Report Design Tool can be used to modify existing standard report templates or to create a new report from scratch without any programming assistance. Report Distribution allows for the batch scheduling of electronic reports to be generated without user intervention.
- Scheduler – This module is used to configure, schedule, run and manage all jobs, processes, routines, services, etc., that need to be run on a regular or occasional basis. Examples are payment processing and check printing, report generator, import and export jobs. Ventiv Claims Enterprise Scheduler features include job chaining, error handling, e-mail error notification, and schedule monitoring.
- Claim Mail – Ventiv Claims Enterprise Mail is a fully integrated e-mail system within Ventiv Claims Enterprise that associates an e-mail account with each claim file. Sending an e-mail from a claim uses an interface similar to Microsoft Outlook, with comparable address book, text entry, and file attachment capabilities. Replies to Ventiv Claims Enterprise Mail messages are automatically placed in the claim file's Ventiv Claims Enterprise Mail inbox (only displaying e-mail associated with only the one claim), as well as the user's Ventiv Claims Enterprise Mail inbox (which displays e-mail from all claims). While viewing a claim-related e-mail in his or her user inbox, the user can navigate directly to the claim file by double-clicking a link in the message. [disclaimer - email in and out of Ventiv Claims Enterprise is based on client's email system and their security.....Ventiv has no liability around email system]
- Guest Links - E-mail generated by Ventiv Claims Enterprise (via either Claim Mail or business rules) can include a "guest link" that provides the recipient with single-click access to the referenced Ventiv Claims Enterprise claim file, even if the recipient is not a Ventiv Claims Enterprise user—all he or she needs is a web browser and an Internet connection. This feature enables examiners to share claim information online in real time with lawyers, investigators, nurse case managers, etc., without having to mail hard copies of the claim file. [disclaimer - email in and out of Ventiv Claims Enterprise is based on client's email system and their security.....Ventiv has no liability around email system]
- Medical Case Management – to track the referral of claims for nurse case management, including triage of the case, medical authorization, utilization review savings, and time tracking.
- Security and Configuration Administration - Ventiv Claims Enterprise uses role-based security to completely configure the user interface for the various workgroups that will be accessing the system. Each role can be defined by hiding tabs and fields, setting fields as read only, re-labeling field names, hiding columns of data, restricting access to data in tables, hiding items in drop down menus, etc.
- Complete Audit Trails - In order to preserve a comprehensive audit trail of transactions and information in Ventiv Claims Enterprise, any modification to claim data is logged with the user ID and timestamp. Both the creation of and changes to payments, reserves, diaries, notes, correspondence, and e-mail are all tracked by date/time/user stamp information. To ensure an accurate audit trail, there is no delete button on any claim-related page in the system. In addition, Ventiv Claims Enterprise Full Table Auditing functions provides clients with the ability to log all field changes and have an ongoing audit function. A user can search the Audit Logs and view log items. A search tool is provided on the Full Table Audit tab to enable users to quickly and easily access the edit logs they need to view.

B. Optional Modules

- ISO ClaimSearch Interface – Two-way interface with ISO that identifies claim histories of insureds and claimants to assist in the adjustment of claims and detection and prevention of insurance claim fraud. When Customer submits a claim, it will automatically receive any applicable matches along with other system information that helps verify data submitted as part of the claim report. Customer will be responsible for obtaining a license from ISO for the ISO functionality accessed by the ISO ClaimSearch Interface.
- CA Commutation Calculator – Incorporates the California Commutation Calculator for present value calculation of Permanent Disability per Labor Code §§5100-5106. Multiple calculations can be stored on each claim. Calculation results can then be copied to the scheduled payments for the remainder (if any) of the award. The commuted amount can also be copied to the payment window for payment processing.
- Check Printing Module – Provides high-quality printing of custom-designed checks using an existing laser printer and stock paper, including the capability to combine multiple payments per check according to Customer's specifications. The module also includes custom graphics and gives Customer control over different check stocks for different accounts.
- Electronic Funds Transfer – The ability to make payments directly into a claimant's bank account.
- Document Imaging Module – Enables the attachment of scanned documents to Ventiv Claims Enterprise claim records. The Ventiv Claims Enterprise imaging workflow is highly configurable and can be tailored specifically to handle Customer's interface/integration requirements. Ventiv Claims Enterprise can be configured to save images either in the claims database, or in a file structure.

- ODG Reserve Analysis – Provides the capability to electronically import data from the Work Loss Data Institute (WLDI) on a regularly scheduled basis. In addition, clients can configure Ventiv Claims Enterprise to generate reserves automatically based on certain criteria. Customer will be responsible for obtaining a license the data directly from WLDI.)
- Customer Invoicing - Provides the ability to invoice customers for claims administration services, by taking time entries that have been created by users on individual claims files (time tracking) module),and applying customer contract information (contract tab for Customer) to product an invoice.

C. Optional Interfaces

- Employee Interface – Ventiv Claims Enterprise has a standard employee import interface (fixed-width flat file). When a claim (or injury report) is opened and a Social Security or employee number is entered, the employee information is automatically populated into the general claim window, eliminating the need to manually enter the data.
- Positive Pay/Reconciliation Interface – Two-way electronic transfer of check information between Ventiv Claims Enterprise and Customer's bank. Information exported from Ventiv Claims Enterprise (Positive Pay) informs Customer's bank as to which checks have been issued, for how much, and to whom. Files imported from Customer's bank (Reconciliation) identify cleared checks and corrections, which are then applied to individual payments in Ventiv Claims Enterprise. (fixed-width flat files). A fixed-width flat file
- Claim Intake Interface – A fixed-width flat file that imports basic claim information or first report of injury/incident information from an external third-party system, such as a call center solution. This information is mapped into the appropriate fields, triggering business rules to initiate the claim workflow process. This is claim information only and only one claimant for one claim.
- Vendor Interface – A fixed-width flat file that imports basic vendor information from an external third-party system, such as an accounts payable system.
- Document Image Import – A fixed-width flat file that imports images from an external third-party system. The interface is in an ACORD-based format.
- Customer Nurse Interface - A fixed-width flat file that imports basic claim information or first report of injury/incident information from Customer Nurse. This information is mapped into the appropriate fields, triggering business rules to initiate the claim workflow process. This is claim information only and only one claimant for one claim.
- Policy Interface - A fixed-width flat file that imports policy information from an external third-party system, such as a policy administration system.
- Organization Interface - A fixed-width flat file that imports organization information from an external third-party system.
- Notes Interface - A fixed-width flat file that imports notes from an external third-party system.
- 3rd Party Interface Bill Review (Import & Export) - A fixed-width flat file that imports and exports bill review information. Claim and Vendor information is exported from Ventiv Claims Enterprise and Payment and Fee information is imported into Ventiv Claims Enterprise.
- ISO Fee Import Interface – allows the ISO Fees to be imported into Ventiv Claims Enterprise so they can be applied to the claim file.

D. Compliance Modules

- CMS Reporting Module – Includes several Ventiv Claims Enterprise scheduled jobs and business rules for processing the mandatory claims data to meet Section 111 reporting requirements. Features include assigning/managing Responsible Reporting Entity (RRE) IDs, running data validation reports, generating export files, importing CMS responses, and updating claims, as well as notifying adjusters of data validation issues and claim updates
- EDI FROI – Ventiv Claims Enterprise includes a standard interface to support state-mandated workers' compensation EDI and fully supports IAIABC Release 1, 2 and 3 transmission requirements. The interface will produce an export file that contains data formatted for transmission to the appropriate jurisdiction. Specific supported states are indicated in the Order Form in Schedule B.
- EDI SROI – Supports requirements for mandated EDI reporting of the SROI. The interface will produce an export file that contains data formatted for transmission to the appropriate jurisdiction. Specific supported states are indicated in the Order Form in Schedule B.

E. Ventiv Claims Enterprise User Types & Access Rights

- A. **“Concurrent Full Access Users”** means the total number of users of the Software who have full access rights to the Software who are allowed to access the Software on a concurrent basis. Customer may have any number of users with full access to the Software, but only up to the total number of full access user licenses may be using the Software at any one time, regardless of being remote or local.
- B. **“Concurrent Read Only Users”** means the total number of users of the Software who can only read information in the Software Product and use Ventiv Claims Enterprise Reporter, but cannot update or add any information. Unless a Customer changes Ventiv Claims Enterprise security to restrict Ventiv Claims Enterprise Reporter from a “read only” user, such users will have access to Ventiv Claims Enterprise Reporter.
- C. **“Concurrent Report Only Users”** means the total number of users of the Software who only have use of the Reporter function of the Software Product. The Customer would be required to use administrative tools to restrict access to all other functions of the Software other than Ventiv Claims Enterprise Reporter module as well as ticking the box to describe them as a “read only” user to ensure that such “Report Only” user is not counted against a concurrent license.
- D. **“Concurrent Guestlink Users”** means the total number of users of the Software who the Customer has granted Guestlink access through ClaimMail who can read, update or add information in the Software Product. Their level of access depends on the level of security defined by the Customer. **If the guest link user is set up as a Read Only User, then that user will not count as a “Concurrent Full Access User,” otherwise that user will count against the total number of Concurrent Full Access Users.**

Schedule B to the Software License & Support Agreement

Initial Order Form (Ventiv Claims Enterprise – Self Hosted)

- I. **Initial Maintenance Term.** The Initial Maintenance Term of the Agreement is as stated in Section 13.1 of the Terms and Conditions.
- II. **Initial Term.** The Initial Term of the Agreement is as stated in Section 13.1 of the Terms and Conditions. The Initial Term is also the term of the License granted in Section 3.1 of the Terms and Conditions.
- III. **Software Modules.** Ventiv licenses the selected Software modules indicated below to Customer in accordance with the terms and conditions of the Agreement.

Ventiv Claims Enterprise			
Ventiv Claims Enterprise Claims Administration Modules		Optional Interfaces	
☒	Workers' Compensation Module	☐	Employee Interface
☒	Liability Module	☐	Positive Pay/Reconciliation Interface
☐	Disability Module	☐	Claim & Financial Interface (for takeovers)
☐	Event Management Module	☐	Vendor Interface
Optional Modules		☐	Document Image Import (for takeovers)
☐	ISO ClaimSearch Interface	☐	Customer Nurse Interface
☐	CA Commutation Calculator	☐	Policy Interface
☐	Content Management with Distribution	☒	3rd Party Interface Bill Review (Import & Export)
☒	Check Printing Module	☐	ISO Fee Import Interface
☐	Electronic Funds Transfer	☒	Accounts Payable Interface
☐	Document Imaging Module	☐	Carrier/Client Data Feeds
☐	ODG Reserve Analysis	☐	NCCI Medical and Indemnity Data Feeds
☐	SSO (Single Sign On)	☐	Custom Client Data Feeds
☐	Multi-Currency	Compliance Modules	
☐	Claim Invoicing w/TPA Billing	☒	CMS Reporting Module
☐	Custom Deductible Billing	☐	Advanced CMS Reporting w/Exam Works
		☒	EDI FROI
		☒	EDI SROI
		☐	FROI/SROI for State of Washington

- IV. **Number of Users/User Types.** Customer's license to the Software is limited to the following number of users and user types:

Type of User*	# of Users	Cost for Additional Users
Concurrent Full Access Enterprise Users	5	Then current rates
Concurrent Read Only Enterprise Users	Unlimited	Then current rates

* User types are described in Part II of Schedule A

- V. **Fees.** Ventiv will invoice and Customer will pay the following Fees upon execution of this Agreement:

A. Annual Recurring Fees - Comprised of the following:

i. Annual Support and Maintenance (invoiced annually): See table below

B. Additional Fees.

- Additional Setup/Deployment Services are available at Ventiv's then-current hourly or block hour rates.
- Additional Training Services available at Ventiv's then-current hourly or block hour rates.
- Travel and expense costs associated with all services will be billed as incurred.

VI. Payment Schedule.

A. Annual Support and Maintenance (invoiced annually):

Ventiv will invoice Customer for the first year's Annual Recurring Fees upon the Effective Date and future years' Annual Recurring Fees on subsequent anniversary dates.

B. Travel & Expenses. Ventiv will invoice Customer for all travel and expense costs on a monthly basis as incurred, in accordance with Appendix 1 to this Agreement.

VII. Total Fees per Year to be Paid as of Effective Date

The table below indicates what that the total fees will be in Years 1-5.

Annual Recurring Fees	Year 1 December 18, 2022- December 17, 2023	Year 2 December 18, 2023- December 17, 2024	Year 3 December 18, 2024- December 17, 2025	Year 4 December 18, 2025- December 17, 2026	Year 5 December 18, 2026- December 17, 2027
Maintenance and Support	\$97,106.34	\$100,019.53	\$103,020.12	\$106,110.72	\$109,294.04
Total Annual Fees	<i>\$97,106.34</i>	<i>\$100,019.53</i>	<i>\$103,020.12</i>	<i>\$106,110.72</i>	<i>\$109,294.04</i>

Schedule C to the Software License & Support Agreement

Support Service Levels Schedule (Ventiv Claims Enterprise Self Hosted Model)

1. Definitions.

- 1.1 **“Business Hours”** means the hours of 8:00am to 9:00pm Eastern Time on all Business Days.
- 1.2 **“Customer’s Support Contacts”** has the meaning set forth in Section 6 of this Schedule C.
- 1.3 **“Error”** means a material failure of the applicable Software to conform to the functional specifications described in its Documentation.
- 1.4 **“Error Corrections”** means any modification, workaround, or routine intended to correct the practical adverse effect of an Error.
- 1.5 **“Excusable Downtime”** means the total minutes in the Measurement Window during which the Software or the Hosting Environment (as applicable) was not available due to (a) any negligent or wrongful act or omission by Customer or its users; (b) any negligent or wrongful act or omission by Third-Party Vendors; or (c) any force majeure events or disruption in public internet access.
- 1.6 **“Follow-up Frequency”** means the frequency of time that a support consultant will update the customer (electronically or otherwise) on the progress of commercially reasonable efforts to resolve an issue.
- 1.7 **“Measurement Window”** means a period of thirty (30) days.
- 1.8 **“Recovery Declaration”** means the time period in which a disaster would be declared and recovery plans are enacted.
- 1.9 **“Release”** means a modification of the Software, normally denoted with a new number to the immediate right or left of the decimal, which contains new features and functionality. Release does not include new products or modules of the Software for which Ventiv generally charges its customers an additional license or subscription fee.
- 1.10 **“Response Time”** means the amount of time from when the customer properly reports an issue until a support consultant acknowledges receipt (electronically or otherwise) and initiates troubleshooting to resolve.
- 1.11 **“Resolution Goal”** means the amount of time that is set as a goal to resolve an incident. Commercially reasonable efforts will be used to meet this goal.
- 1.12 **“RPO”** means Recovery Point Objective, which is the maximum amount of time for potential data loss in the event of a disaster.
- 1.13 **“RTO”** means Recovery Time Objective, which is the period of time to restore services from point of Recovery Declaration.
- 1.14 **“Scheduled Downtime”** means the total number of minutes of actual time the Software or Hosting Environment, as applicable, were not available as a result of scheduled time to perform system maintenance or Patches.
- 1.15 **“Severity Level”** means the impact level assigned to an issue based on the level of service degradation or loss of functionality.
- 1.16 **“Patches”** means a change to the Software that may include patches, fixes, minor updates and Error Corrections, which Ventiv generally provides to its customers who receive customer support services.
- 1.17 **“Unscheduled Downtime”** means total number of minutes of actual time the Software or Hosting Environment, as applicable, were not available, which does not qualify as Scheduled Downtime, but specifically excludes any Excusable Downtime.

2. Support Generally.

- 2.1 Ventiv will provide one or more reasonable means of communication to allow Customer’s Support Contacts to contact Ventiv for assistance in resolving problems with the Software (**“Help Desk”**) in accordance with and during the hours of operation more specifically set forth in this Schedule C. The Help Desk will allow communication in accordance with the table set forth in Section 7 below.
- 2.2 Because Customer has no rights in the source code version of the Software, and may only use the object code version of the Software, Customer may only maintain the Software at the administrative level and then only in a manner that will not cause corruption of the code. Customer is prohibited from attempting to support the Software (either itself or through a third party) in any way that would require access to the source code of the Software or would require any reverse engineering, reverse assembly or disassembly of the Software. Ventiv currently is the only entity authorized to support the Software at the code level and does not provide any of its customers the right to access the source code in order to support the Software.
- 2.3 Ventiv will provide Customer Support Services for the “current release” and “previous release” (major or minor). The “end-of-life” (“EOL”) release will be eligible for emergency, external-driven interface changes with less than three (3) months’ notice and defect resolution for issues of severity 1 – 3 to allow Customer to upgrade from the “EOL release” to either the “current release” or the “previous release.”

3. Support and Maintenance.

- 3.1 **Services.** Subject to the timely payment of the applicable Subscription Fees set forth in the Order Form, Ventiv will provide the level of support identified herein in accordance with the support descriptions set forth below. Ventiv will notify (electronically or otherwise) Customer of any changes to such support descriptions in each subsequent renewal, as applicable. No other maintenance or support for the Software is included in this Agreement.

3.2 Fees. Subscription Fees will be due and payable in accordance with this Agreement. Subscription Fees are non-refundable, once paid to Ventiv.

4. Error Corrections and Patches.

4.1 As a part of the Customer Support Services, Ventiv will use commercially reasonable efforts to provide Error Corrections for all verifiable and reproducible Errors in the Software in accordance with the Agreement and this Schedule C.

4.2 As a part of the Customer Support Services, Ventiv will provide Patches to the Software that Ventiv makes generally available to its customers who receive support services.

5. New Releases.

5.1 As a part of the Customer Support Services, Ventiv will provide to Customer new Releases of the Software as and when developed, except for new products or modules for which Ventiv generally charges a separate license or subscription fee. Ventiv is not obligated to develop new Releases of the Software.

5.2 Ventiv will provide Customer, as part of the Customer Support Services, with new Releases created by Ventiv as a result of a change in law or new law that directly applies to existing functionality within the Software currently offered by Ventiv. As an accommodation and not as provision of legal advice, Ventiv will take commercially reasonable efforts to promptly notify Customer in writing upon becoming aware of any material changes to any applicable law or governmental regulations that may cause the current Release of the Software not to conform to such law or regulations. Notwithstanding the foregoing, in the event that the required modifications to the Software (i) would require a material re-architecture or other significant product re-design, (ii) would require Ventiv to obtain data which is either unavailable, or, which is only available at a material cost, or (iii) would otherwise require Ventiv to incur material expenditures (as measured against the fees charged under this Agreement), and Ventiv is not otherwise making such modifications for its other customers, then Ventiv may cease providing the affected Software in the affected jurisdiction. Customer is strongly encouraged to consult with its own attorneys and other advisors as to legal requirements in effect from time to time.

5.3 In the event that Ventiv intends to withdraw any Software from general availability for any reason whatsoever, Ventiv will provide Customer at least six (6) months prior written notice of such withdrawal.

6. Software Upgrades.

6.1 Ventiv provides utilities, scripts and documentation to enable self-hosted Customers to upgrade their own test and production environments. Ventiv hosted Customers are entitled to one (1) test and one (1) production non-compliance related upgrade per year, included in their Subscription Fee.

6.2 Ventiv-hosted Customer upgrades include: (a) scheduling the upgrade with the Customer contact; (b) applying upgrade scripts to the test environment during Ventiv's business hours; (c) completing a backup of the production data before the upgrade; and (d) upgrading the Customer's production environment during normal Ventiv business hours. The Customer is also entitled to one (c) test database refresh from production data per year by Customer request.

6.3 If the upgrade request is outside of the scope of this Agreement as indicated in Sections 6.1 through 6.2 above, Ventiv will notify the Customer to that effect and reserves the right to charge Customer at Ventiv's then current standard hourly rates, for which Customer agrees to pay Ventiv promptly upon receiving an invoice. The following are examples of upgrade requests that are available from Ventiv: (a) Customer requested test refresh database from production data in addition to the one refresh per year (Ventiv-hosted Customers only); (b) additional upgrades in test or production environments required by the Customer through no fault of Ventiv; (c) upgrade or upgrade activities requested during non-business hours; (d) request for Ventiv to perform the test and/or production upgrades for self-hosted Customers.

7. Limitations.

7.1 Ventiv is under no obligation to provide Customer Support Services with respect to: (a) Software that has been altered or modified by Customer or any third party; (b) Software used on a system that does not meet the minimum hardware, software, operating system, mobile device, and other system and configuration requirements set forth in the Documentation or provided by Ventiv; and (c) any software not both supplied by Ventiv and identified on an Order Form.

7.2 Customer Support Services does not include researching Customer requests, researching and fixing anomalies caused by other vendors, making changes resulting from internal Customer business practices, enhancing system configuration and other similar tasks that are requested or required, but are outside of Ventiv's control. Causes or errors that are not attributable to Ventiv (and therefore would also be considered Additional Services) include, but are not limited to, the following: (i) accident; unusual physical, electrical or electromagnetic stress; neglect; misuse; failure or fluctuation of electric power, air conditioning or humidity control; excessive heating; fire and smoke damage; or causes other than ordinary use; (ii) use of the Software on equipment or rotation media other than the equipment for which such software was designed and licensed for use on; (iii) interconnection, interfacing or operation of the Software with other software products not supplied by Ventiv; (iv) operation of the Software with other media, hardware, software or telecommunication interfaces not meeting or not maintained in accordance with the manufacturer's or environmental or Ventiv's specifications; (v) improper installation by the Customer or use of the Software that deviates from any operating procedures established by Ventiv in the applicable Documentation or in environmental or manufacturer specifications, for example, virtual machine configuration; (vi) modification, customization, alteration or addition or attempted modification, customization, alteration or addition of the Software undertaken by the customer or its agents, assigns, contractors,

employees or other's under the customer's control (vii) software programs made by Customer or other parties unless specifically covered in a Statement of Work between the Customer and Ventiv; (viii) Customer's failure to implement current versions of the Software that are issued under this Agreement; (ix) introduction of data into any database used by the Software by any means other than the use of the Software; (x) failure by Customer to respond to any action plans provided by Ventiv pursuant to a support call by Customer; (xi) improper or incomplete J2EE application server administration; or (xii) improper or incomplete database administration.

7.3 If Ventiv has created a third party interface ("**Third Party Interface**") to one of Customer's third party products provided by another vendor ("**Third Party Product**") and such vendor modifies the Third Party Product causing the Third Party Interface to stop functioning properly, then the services required to modify the Third Party Interface as a result of the changes to the Third Party Product are considered outside the scope of Customer Support Services and would incur additional fees in accordance with Section 5.4 below. Services required to resolve any Customer-Created Error are outside the scope of Customer Support Services and would incur additional fees in accordance with Section 5.4 below.

7.4 If a problem reported is outside the scope of this Agreement as indicated in Sections 5.1 through 5.3 above, Ventiv will notify Customer to that effect and reserves the right to charge Customer at Ventiv's then current standard hourly rates, for which Customer agrees to pay Ventiv promptly upon receiving an invoice. Certain requests, such as building custom modules, database objects, reports, utilities or other complex projects ("**Additional Services**") may also incur additional fees beyond those associated with Customer Support Services and will be detailed in a new Order Form and Statement of Work agreed between the parties and subject to the terms and conditions of this Agreement. The following are examples of Additional Support Services that are available from Ventiv: (i) add-on data conversions; (ii) implementation for any optional software modules; (iii) supplemental training; (iv) custom reports – defining, creating, testing or troubleshooting (Ventiv will help with "how do I add a table, column, field, etc." in Report Designer, but Ventiv will require a Statement of Work to help troubleshoot or clean up a modified or custom report (unless the custom report is specifically under maintenance; for example: "I tried to add to or modify my custom report and now my outstanding indemnity figures are incorrect")); (v) Ventiv Claims Enterprise upgrades during non-business hours; (vi) security configuration consulting or setup; (vii) data conversion issues once transitioned from implementation to support; (viii) Ventiv database changes, such as organization changes, combining insureds, reference table changes, *etc.*; (ix) corrections to Customer's data, including, but not limited to, data modification for purposes of exporting/importing to/from the Ventiv database; (x) database administration services (Ventiv Claims Enterprise self-hosted only); (xi) J2EE application administration (Ventiv Claims Enterprise self-hosted only); (xii) backup and recovery consulting (Ventiv Claims Enterprise self-hosted only); (xiii) performance troubleshooting outside of the application; (xiv) any hardware or software problems beyond the control of Ventiv; (xv) network changes and network performance problems (xvi) support and maintenance of custom modules that are not covered under the Customer Support Services; (xvii) custom enhancements, for example: new check printing functionality or custom-stored procedures (*e.g.*, examiner); and (xix) for Ventiv Claims Enterprise interfaces: (a) installation and configuration of any interface Software on hardware external to the Software server; (b) training on interfaces; (c) Customer-initiated changes to the interface specification (note that Ventiv reserves the right to modify the interface specification for future enhancements); (d) Customer changes to systems external to Ventiv that result in any failures or performance problems with the interface; or (e) bugs in a Customer's computer software and hardware that result in interface operational failure.

7.5 Other than as set forth in an applicable Order Form, the following types of requests will incur additional fees: (i) password resets; (ii) performance troubleshooting outside of the application; (iii) any hardware or software problems beyond the control of Ventiv; (iv) Customer network changes and network performance problems; (v) training questions; and (vi) documentation requests for documents available on the portal or online help.

7.6 Support is delivered in English only, unless Customer is in a location where Ventiv has made localized support available.

8. Customer Obligations. Customer will be responsible for the following: (a) reporting errors promptly; (b) providing sufficient information for Ventiv to duplicate the circumstances of a reported Software defect or duplicate the error, as described in the Specifications, so Ventiv can duplicate the error, assess the situation, and/or undertake any needed or appropriate maintenance action hereunder; (c) designating two (2) members of its technical staff trained on the Ventiv Claims Enterprise product to serve as Customer's sole representatives to contact Ventiv with maintenance issues ("**Customer's Support Contacts**"); and (d) carrying out procedures for the rectification of errors or malfunctions within a reasonable time after such procedures (or revisions, upgrades, enhancements, *etc.*) have been received from Ventiv.

9. Helpdesk. Ventiv provides services through its Helpdesk as set forth in the table below.

Support Type	Support Description	Expectation	Exclusions
Toll Free Live Phone Support	Hours available for live phone support	Monday - Friday 8:00am – 9:00 pm EST (US)	Ventiv Holidays
Emergency after-hours Support	Emergency after normal Business Hours on-call support (24 hours a day, 7 days a week - Severity 1 issues only)	24x7x365	
Self-Service Portal	Online access to ticketing system to report an incident.	Response will be end of next Business Day	Use live or emergency for Severity 1

P1 = 24 x 7 through Ventiv support toll free telephone number: 1-800-980-9460
P2 = 24 hours per day during the five (5) business days (Monday through Friday), excluding Ventiv holidays.
P3 = During standard business hours (8:00 am to 9:00 pm) during the five (5) business days (Monday through Friday), excluding Ventiv holidays.
P4 = Monday through Friday by region (North America, APAC and EMEA) during standard business hours (8:00 am to 9:00 pm), excluding Ventiv holidays.

10. **Incident Response for Functionality of the Software.** The Software is designed and configured to meet minimal functionality standards as described in the Documentation and the Statement of Work. The following table illustrates the response level and resolution goal for loss of functionality of the Software.

Severity Classification	Severity Description	Initial Response Time	Follow-up Frequency	Resolution Goal
P1 – Critical	Ventiv Software is completely inaccessible, or the majority of its critical functionality is unusable and no work around exists.	30 minutes during Business Hours	Every 60 minutes during Business Hours. After hours, update frequency will be mutually agreed upon.	8 Business Hours
P2 – Major	One or more key features of Ventiv Software is unusable and no work around exists.	60 minutes during Business Hours	One Daily Update sent during Business Hours.	5 Business Days or by next scheduled maintenance window; whichever is less
P3 – Minor	- Non-critical functionality is down or impaired - Does not have significant current production impact - Performance is degraded	1 Business Day	As Agreed	As Agreed
P4 - General Request	- How to, training items, requests for general information - Enhancement requests	5 Business Days	As Agreed	As Agreed

11. **Customer Obligations.** Customer must make at least one of its two Customer Support Contacts available to work with the assigned Ventiv support resource(s) for all P1 and P2 issues. If Customer's Support Contacts are unavailable to work with Ventiv, then the issue will be lowered to a P3 issue. If an issue is considered P1, customer must call the Helpdesk
12. **Defect Resolution.** Should Ventiv, in its sole judgment, determine that there is a defect in the Software, it will, at its sole discretion, repair such defect in the version of the Software that Customer is currently using or instruct Customer to install a newer version of the Software with such defect repaired. Ventiv reserves the right to provide Customer with a work around in lieu of fixing a defect should it, in its sole judgment, determine that it is more effective to do so.

13. **Escalation Levels.**

Escalation Level	Contact Notified
State 1	Front-Line Support Manager
State 2	Global Support Services Director
State 3	VP Customer Management / Managing Director

Severity	Support State Levels	Escalation within the following time frames
P1 - Critical	State 1	1 Business Hour
	State 2	2 Business Hours
	State 3	8 Business Hours
P2 – Major	State 1	4 Business Hours
	State 2	8 Business Hours
	State 3	12 Business Hours
P3 – Minor	State 1	When agreed resolution time is not met.
P4 – General Request	All	N/A

ATTACHMENT 1 - STATEMENT OF WORK (ENTERPRISE)

This Attachment 1 – Statement of Work (“SOW”) includes a description of the Services to be performed during implementation of the Software, including without limitation, (i) Project Management – managing the project delivery; (ii) Business Analysis – requirements gathering, creating specifications, QA testing; (iii) Configuration – setup of Customer database including custom fields and custom business rules; (iv) Data Conversion – converting source data into format used by the Software; (v) Reporting – deploying standard templates, completing custom report development, as applicable, (vi) Training – training for Customer testing and go-live.

The Software that Ventiv is configuring for the Customer under this SOW are Ventiv Claims Enterprise. A description of each of the modules included within the Software being licensed to Customer is set forth in Schedule A to the Agreement to which this Attachment 1 relates.

The following outlines the Implementation Services as defined to date.

I. IMPLEMENTATION

B. Ventiv Enterprise Claims Implementation:

Estimated Hours: 40 hours

This is a time & materials agreement, and as such, the estimate provided herein are based on the information that Ventiv has received to date. Ventiv has derived this estimate in good faith and will target providing the deliverables herein within such estimate(s). All projects will be monitored by Ventiv, and any overage forecasts will be provided to the Customer early and often in the project lifecycle. If the project is expected to have hours overage, Customer redefines the scope of services, or Customer provides new details in respect to such project, a change control document will be executed with the Customer for additional services before Ventiv incurs the additional services. Ventiv will bill said additional services at current rates.

- The following modules and interfaces have already been implemented in Enterprise:
 - Worker’s Compensation Module
 - Liability Module
 - 3rd Party Bill Review Interface – 1 format
 - Laser Check Printing – 1 format
 - Accounts Payable Interface – 1 format

- The following modules will be implemented in Enterprise:
 - CMS Module (1 RRE)

II. PROJECT DELIVERABLES

A. Ventiv Enterprise Claims Deliverables

Configuration for Enterprise Claims Management

Configuration of the Enterprise claims module will be the primary responsibility of Customer. Ventiv Project Team will provide the necessary instruction to complete this task. Configuration tasks are outlined below for Ventiv to implement the following modules:

CMS Module

- ☐ Includes several Enterprise scheduled jobs and business rules for processing the mandatory claims data to meet Section III reporting requirements. Features include assigning/managing Responsible Reporting Entity (RRE) IDs, running data validation reports, generating export files, importing CMS responses, and updating claims, as well as notifying adjusters of data validation issues and claim updates.
- ☐ Ventiv will configure the standard module for one (1) RRE.

III. GENERAL ASSUMPTIONS

Customer Project Manager will be responsible for managing the project and obtaining consensus and sign-off on requirements and work products.

- ☐ Customer will be responsible for engaging all client stakeholders and facilitating / organizing all internal client relationships to allow full mobilization of a project team with support from the Ventiv Project Manager.
- ☐ Customer will dedicate sufficiently skilled resources to support the Services as described within this Statement of Work.
- ☐ Customer will provide the requested resources, with the requested skills and project dedication as outlined in a mutually agreed upon work plan.
- ☐ Customer will identify resource(s) to transition to and take ownership of the project deliverables.
- ☐ Customer will be responsible for providing internal change management, communications planning, and internal marketing for any project.
- ☐ Any critical code changes that must be implemented in any client systems that affect data provided to Ventiv IRM will be reviewed by Ventiv to determine the impact, if any, on fees and timeline for the implementation.

Client Testing

DURING THE IMPLEMENTATION, VENTIV WILL REQUIRE CLIENT TESTING ON EACH PROJECT DELIVERABLE AS VENTIV DEPLOYS SUCH DELIVERABLE TO CUSTOMER. CLIENT TESTING TIMELINES WILL BE OUTLINED IN THE PROJECT PLAN TO BE COMPLETED AFTER THE PROJECT KICKOFF. CUSTOMER RESOURCES WILL BE TRAINED AND ARE REQUIRED TO COMPLETE CLIENT TESTING WITHIN THE AGREED TO TIMELINES. TIME REQUIRED TO COMPLETE CLIENT TESTING WILL VARY DEPENDING ON THE COMPLEXITY OF THE DELIVERABLE. VENTIV WILL OBTAIN SIGNOFF FROM CUSTOMER ON EACH DELIVERABLE AS CLIENT TESTING IS COMPLETED THROUGHOUT THE IMPLEMENTATION. IMPLIED SIGNOFF IS INCORPORATED FOR DELIVERABLE AND PROJECT SIGNOFF INDICATING THAT CUSTOMER MUST PROVIDE FEEDBACK ON ANY ISSUES WITHIN TEN (10) BUSINESS DAYS FROM RECEIPT OF THE SIGNOFF

LETTER. IF FEEDBACK IS NOT RECEIVED WITHIN THE DEFINED TIME PERIOD, ACCEPTANCE OF THE DELIVERABLE AND/OR PROJECT IS ASSUMED.

Completion Criteria

- ☐ “Go Live Date” is when the deliverables of this Statement of Work have been deployed to production and made available for their intended use
- ☐ As an early step in implementation, Ventiv will work with Client to establish a target “Estimated Go Live Date”. This may change through mutual collaboration as details are confirmed, particularly in the earlier part of the implementation
- ☐ Ventiv will request confirmation from Client that “Go Live Date” has been achieved. No response for 30 days will constitute implied confirmation
- ☐ If client wishes to have a material portion of this Statement of Work deployed to production and made available (i.e. partially “go live”), Ventiv may require the Statement of Work be split accordingly.
- ☐ “Transition Period” is the 30 days after Go Live Date during which time Ventiv services pertaining to this Statement of Work are considered part of the implementation. After the Transition Period, Ventiv services pertaining to this Statement of Work will be considered Managed Service Hours (see Ongoing Support section).

IV. IDENTIFIED RISKS AND MITIGATION

Risk	Resolution
Customer key project personnel are not available, either due to personal or work commitments	Backup resources need to be available and up to speed to address gaps in resource capacity. Workloads of project personnel need to be adjusted to account for project requirements. Documentation must be logged in common area and accessible to all project team members.
User does not have connection to the internet	User will need to have internet installed at site. User workstation must meet minimum requirements for operating system, Internet Explorer and Internet connection.
Organizational hierarchy can't be completed on schedule	Conversion programs can be prepared, and data first loaded into system with default location then updated on subsequent runs.
Third Party cannot send required data	Customer and Ventiv will need to determine how to load data, either manually or via external extracts from Third Party system, into Ventiv IRM.
Poor quality data (invalid codes, unexpected records, missing records)	Analysis of data prior to loading to Ventiv IRM to identify issues and get source to fix where possible. Establish exception reports to identify data problems during production.
Data anomalies discovered after reports have been developed.	Try to get source to correct data, if not, attempt to account for data anomaly during data load, and, finally, if all else fails, adjust reports to accommodate for data anomaly.
Data cannot be provided via encrypted transfer protocol	Ventiv to provide guidance around options for encryption software and ftp transfer.

December 13, 2022

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: MUNICIPAL WATER DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A SERVICES AGREEMENT WITH CINTAS CORPORATION AND ISSUE A PURCHASE ORDER FOR THE ACQUISITION OF UNIFORM RENTAL AND LAUNDRY SERVICES IN THE AMOUNT OF EIGHT THOUSAND EIGHT HUNDRED SIXTY-ONE DOLLARS AND EIGHTY-FOUR CENTS (\$8,861.84)

SUMMARY

Adoption of this resolution will authorize the City Manager to enter into a services agreement with Cintas Corporation (Cintas) and issue a purchase order in the amount of \$8,861.84 annually for the acquisition of Uniform Rental and Laundry Services for the following three (3) Fiscal Years, 2022-2023, 2023-2024, and 2024-2025.

BACKGROUND

The Municipal Water Department ("Department") is responsible for overseeing the City's utility services. The Water Operations and Production Divisions are responsible for constructing, inspecting, maintaining and repairing the City's water mains, gate valves, fire hydrants, and water services to provide adequate potable water to citizens and businesses of Compton.

Currently, the two (2) Divisions (Water Operations and Production) has nine (9) job classifications, which contain twenty-one (21) positions that are required to wear a City issued uniform to execute their daily tasks. In order to maintain an appropriate level of uniformity and professionalism, the Department provides weekly uniform rental and laundry services for those employees who are required to wear a uniform.

STATEMENT OF THE ISSUE

On March 28, 2022, the Department opened the Request for Proposal (RFP) process to solicit bids for Uniform Rental and Laundry Services. The Department attempted to solicit quotes from three (3) reputable uniform rental and laundry service companies; however, upon the submission deadline of April 28, 2022, we were only able to garner responses from two (2) companies.

The companies and responses are listed below:

<u>Vendor</u>	<u>Purchase Price</u>
Aramark	\$12,586.08
Cintas Corporation	\$8,861.84

After a thorough review of the quotes submitted, staff has determined that Cintas Corporation was deemed the lowest responsive and responsible bidder. Cintas offers discounted prices to public organizations who are member agencies of OMNIA, which the City has been a part of for years. OMNIA Partners, Public Sector is the most experienced cooperative purchasing organization for state and local governments, K-12 education, and colleges and universities nationwide. Therefore, the City benefits from the lead agency's bid.

The use of cooperative contracts affords the City the opportunity to reduce the cost of goods and services by aggregating the purchasing power of public agencies throughout the nation. In this instance, Prince William Schools is the lead agency that went to BID with several different vendors and Cintas was winning supplier that would offer discounted pricing to public organizations that were member agencies of OMNIA. All contracts that are awarded by a government entity, utilizes the best practices, processes and procedures.

ALTERNATIVES

Staff does not recommend any alternatives.

FISCAL IMPACT

Funds are allocated in the Department's Uniforms Replacement Account for this expenditure.

Account No.	Account Description	Amount
5000-880-000-4246	Uniforms Replacement	\$8,861.84

RECOMMENDATION

Staff recommends that Council adopt the attached Resolution, which authorizes the City Manager to enter into a services agreement with Cintas Corporation and issue a purchase order in the amount of \$8,861.84 annually for the acquisition of Uniform Rental and Laundry Services for the following three (3) Fiscal Years, 2022-2023, 2023-2024, and 2024-2025.

**VICTOR MEZA
WATER DEPARTMENT MANAGER**

APPROVED FOR FORWARDING:

**THOMAS THOMAS
CITY MANAGER**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A SERVICES AGREEMENT WITH CINTAS CORPORATION AND ISSUE A PURCHASE ORDER FOR THE ACQUISITION OF UNIFORM RENTAL AND LAUNDRY SERVICES IN THE AMOUNT OF EIGHT THOUSAND EIGHT HUNDRED SIXTY-ONE DOLLARS AND EIGHTY-FOUR CENTS (\$8,861.84)

WHEREAS, the the Municipal Water Department (Department) is responsible for overseeing the City’s utility services. The Water Operations and Production Divisions are responsible for constructing, inspecting, maintaining and repairing the City’s water mains, gate valves, fire hydrants, and water services to provide adequate potable water to citizens and businesses of Compton; and

WHEREAS, the two (2) Divisions (Water Operations and Production) has nine (9) job classifications, which contain twenty-one (21) positions that are required to wear a City issued uniform to execute their daily tasks. In order to maintain an appropriate level of uniformity and professionalism, the Department provides weekly uniform rental and laundry services for those employees who are required to wear a uniform; and

WHEREAS, on March 28, 2022, the Department opened the Request for Proposal process to solicit bids for Uniform Rental and Laundry Service, which closed on April 28, 2022; and

WHEREAS, the Department solicited quotes from the following qualified uniform rental and laundry services companies:

Aramark	\$12,586.08
Cintas Corporation	\$8,861.84

WHEREAS, staff has determined that Cintas Corporation was deemed the lowest responsive and responsible bidder; and

WHEREAS, the funds will be allocated annually during the budget development process in the Department’s Uniforms Replacement Fund, and increase expenditures in Account No. 5000-880-000-4246 (Uniforms and Replacement) by \$8,861.84 for this expenditure, on an annual basis for the duration of this agreement.

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

SECTION 1: That the quote from Cintas Corporation is hereby accepted and all of the other quotes are rejected.

SECTION 2: That the City Manager is hereby authorized to enter into a services agreement with Cintas Corporation and issue a purchase order in the amount of \$8,861.84 annually for the acquisition of Uniform Rental and Laundry Services for the following three (3) Fiscal Years, 2022-2023, 2023-2024, and 2024-2025.

SECTION 3. That \$8,861.84 be allocated during the budget development process in the Uniforms and Replacement Account, and increase expenditures in Account No. 5000-880-000-4246 (Uniforms and Replacement) by \$8,861.84 for this expenditure, on an annual basis for the duration of this agreement.

SECTION 4. 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 Water Department.

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

ADOPTED this _____ day of _____, 2022.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

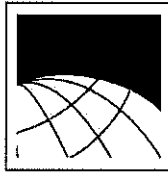
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON: ss

I, Alita Godwin, City Clerk of the City of Compton, do hereby certify that the 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 _____, 2022.

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



Prince William County
PUBLIC SCHOOLS
Providing A World-Class Education ®

CONTRACT NUMBER: R-BB-19002

This Contract entered into this 13th day December, 2018 by, Cintas Corporation No. 2 (or any of its subsidiaries and affiliates), 6800 Cintas Blvd., Mason OH 45040, hereinafter referred to as the "Contractor" and Prince William County School Board, P.O. Box 389, Manassas, VA 20108, hereinafter referred to as the "Prince William County Public Schools", "Purchasing Agency" or "PWCS".

WITNESSETH that the Contractor and PWCS, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

1. **SCOPE OF CONTRACT:** Contractor shall provide Facilities Management Products and Solutions for Prince William County Schools, Virginia on behalf of all states, local governments, school districts, and higher education institutions in the United States of America, and other governmental agencies and nonprofit organizations.
2. **CONTRACT DOCUMENTS:** The contract documents shall consist of the following:
 - 2.1. This signed Contract document;
 - 2.2. Memorandum of Negotiations dated November 1, 2018 (Attachment A)
3. **CONTRACT TERM AND RENEWAL:**
 - 3.1. The initial term of this contract shall be from December 13, 2018 through October 31, 2023, with the option to renew for two (2) additional two (2) year periods, upon mutual written consent of the parties to the contract. Proposed prices shall remain firm for the initial term of the contract.
 - 3.2. The products and services which are the subject of this Master Agreement may be covered by a service or maintenance agreement. The term of the service or maintenance agreement shall be governed by that document and may survive the expiration of this Master Agreement.
4. **CONTRACT ADMINISTRATOR:** As the Contract Administrator, the following individual, or his designee, shall serve as the interpreter of the conditions of the contract and shall use all powers under the contract to enforce its faithful performance.

Brian Burtner, CPPB, Buyer, (703) 791-8736, burtneba@pwcs.edu
5. **PRICING:** In accordance with applicable percentage discounts and prices, per attached Contractor's response dated September 25, 2018 and negotiated prices/rates negotiated September 25, 2018 (see attached).
6. **PAYMENT TERMS:** 2% Discount Net 15, Standard terms are Net 30 days

7. TERMINATION FOR CONVENIENCE:

- 7.1. If this agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as a termination fee equal to 50 weeks of rental service.
- 7.2. If this agreement is cancelled for convenience in months thirteen (13) through eighteen (18) of the term, Customer shall pay as a termination fee equal to 36 weeks of rental service.
- 7.3. If this agreement is cancelled for convenience in months nineteen (19) through twenty-four (24) of the term, Customer shall pay as a termination fee equal to 23 weeks of rental service.
- 7.4. If this agreement is cancelled for convenience after 24 months of service, Customer shall pay as a termination fee of 10 weeks of rental service.
- 7.5. Customer shall also be responsible to return all of the Merchandise allocated to such Customer locations terminating this Agreement or pay for any damaged, lost or unreturned goods at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.

Prince William County does not discriminate against faith-based organizations in accordance with the Code of Virginia, §2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

This contract shall constitute the whole agreement between the parties. There are no promises, terms and conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto related to the provision of goods (including leases thereof), services and/or insurances described herein.

IN WITNESS THEREOF, the parties have caused this Contract to be executed by the following duly authorized officials:

CONTRACTOR: Cintas Corporation No. 2

Authorized Signature

Craig Jackson
Type Name

National Director - Contract
Title

12/19/18
Date

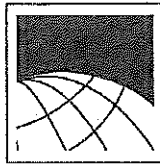
PURCHASING AGENCY:

Authorized Signature

Anthony Crosby, CPPO, CPPB
Type Name

Supervisor of Purchasing
Title

12/11/18
Date



MEMORANDUM OF NEGOTIATIONS
R-BB-19002

Dated: November 13, 2018

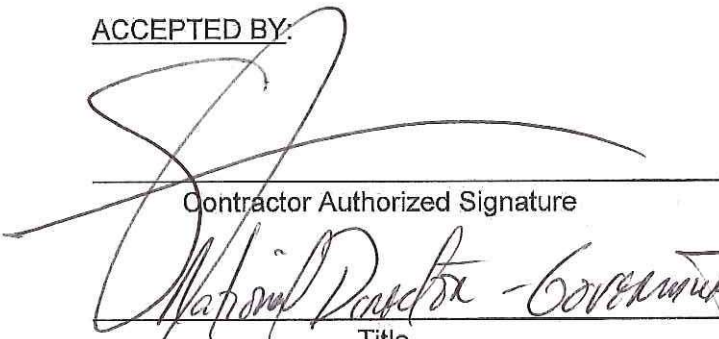
Prince William County Schools (hereinafter called PWCS) and Cintas Corporation No. 2 (hereinafter called the Contractor) hereby agree to the following in the execution of Contract R-BB-19002 for Facilities Management Products and Solutions. The final Contract contains the following documents:

- a. PWCS's Request for Proposal, R-BB-19002, dated July 17, 2018 and Addendum #1, dated August 8, 2018;
- b. Contractor's proposal dated August 13, 2018;
- c. Contractor's responses to Clarification Questions and Negotiations dated September 25, 2018, attached;
- d. Contractor's best and Final Offer, dated October 5, 2018;
- e. PWCS RFP R-BB-19002, General Terms and Conditions, Paragraph 30, Indemnification, is hereby modified to include "to the fullest extent permitted by applicable law".
- f. This Memorandum of Negotiations;
- g. Any subsequent modifications to the Contract.
- h. For FRC garments: Customer agrees it bears sole responsibility for selecting the flame-resistant clothing and fabrics ("FRC") under this Agreement determining whether such items are appropriate for use by its employees and agents in their applicable work environment(s). CUSTOMER ACKNOWLEDGES THAT COMPANY HAS MADE NO REPRESENTATION, WARRANTY, OR COVENANT WITH RESPECT TO THE FLAME-RESISTANT QUALITIES OR OTHER CHARACTERISTICS OF THE FRC OR WITH RESPECT TO THEIR FITNESS OR SUITABILITY FOR THIS OR ANY OTHER PURPOSE. COMPANY MAKES NO REPRESENTATION WHETHER THE FRC CONSTITUTES APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT FOR THE ENVIRONMENT(S) TO WHICH CUSTOMER'S EMPLOYEES OR AGENTS MAY BE EXPOSED OR AS TO THE FRC'S ABILITY TO PROTECT USERS FROM INJURY OR DEATH. Customer agrees to notify all employees and other agents of Customer who may wear or will be wearing the FRC that it is not designed for substantial heat exposure or for use around open flames. Customer acknowledges that compliance with any and all OSHA or other similar regulations or requirements relating to personal protective equipment is the sole responsibility of Customer. Further, Customer releases Company from any and all liability that results or may result from the use of the garments, including but not limited to any alleged

failure of the FRC to function as flame-resistant or provide protection against fire and/or heat. Customer hereby agrees to defend, indemnify and hold harmless Company from any claims and damages arising out of or associated with this Agreement or resulting from Customer's or its employees' use of the FRC.

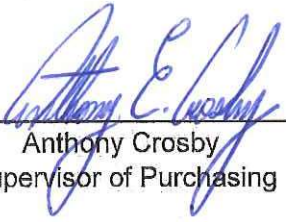
- i. For high visibility garments: Customer bears sole responsibility for: (a) determining the level of visibility needed by wearers of the garments for their specific work conditions or uses; (b) identifying and selecting which garments meet the required level of visibility for any particular work conditions or uses; and (c) determining when garments require repair or replacement to meet the required level of visibility. If garment needs to be replaced outside of normal wear and tear, the customer will be charged the then current replacement value. Customer acknowledges and understands that the garments alone do not ensure visibility of the wearer. Customer further acknowledges that Company is relying upon Customer to determine whether any garments need repair or replacement to maintain the required level of visibility. Company represents only that the garments supplied satisfy certain ANSI/ISEA standards to the extent the garments are so labeled. Customer acknowledges that Company has made no other representations, covenants or warranties whether express or implied, related to the garments.

ACCEPTED BY:


Contractor Authorized Signature

Title

12/9/18
Date


Anthony Crosby
Supervisor of Purchasing

12/21/18
Date

1. How often do you update your inventory? Are all new deployments brand new uniforms or are they recycled from past agencies?

All rental uniforms are put through quality inspection weekly when turned in for laundry. If it is determined that a garment needs replaced due to normal wear, it will be upgraded. Age of garment is not a factor as QA is graded upon condition. New wearers could get new uniform if not available in the local stockroom. However, if stock is available, uniforms can be recycled if they are in "like-new" graded condition. Customer can request all new hires get new uniforms, however the lead time to install would be extended.

2. Are your vending options available as a part of this proposal (for scrubs or other uniforms)? If these are available, what is the cost? Yes.

Item Code	Description		List Price	USC Pricing
D10	Small Dispenser			
D16	Medium Dispenser			
D20	Large Dispenser			
R110	Return Unit			
RX	Wall Mounted Unit			

The use of scrub dispensing units is increasing all over college campus' and other public entities. Cintas will continue to focus its sales efforts in this space to also include units that dispense lab coats and other clothing items.

3. Do you offer dielectric testing on your gloves? If so, what would be the cost for this service?

Yes, this is one of Cintas' newest offerings. Please see attached for both additional information about the service and the pricing available.

4. Do you offer wet mats that would be appropriate for showers and locker rooms?

Yes, we offer Drainage Mats which can be used in wet areas. The pricing for this item is [REDACTED]

5. Do you offer calibration on the chemical dilution centers free of charge? Are these installed free of charge?

Yes. Yes

6. Do you work on Halon fire suppression systems?

Yes, Cintas provides this service only in certain markets. Because it is not a nationwide service, it is priced locally to with a [REDACTED] discount, per the US Communities contract.

7. What is the price for the training programs you offer?

The pricing file for Training is attached.

8. What is the process for coil and carpet cleaning? How do you meet environmental regulations for public agencies (such as MS4) for these types of services? Which public agencies have you provided these types of services for in the past?

We have attached the scope of work for both Coil Cleaning and our process for Tile and Carpet Cleaning. As the work of both services is proprietary, we would ask that the attached relative to those services be redacted. While we do have experience with regulations like MS4. We have also attached our protocol for the discharge of both liquid and solid wastes incurred in the performance of these services. Cintas' Deep Clean Technician, Ultraclean SSR, or Coil Cleaning Technician must sign this document stating that he/she will adhere not only to local, state, and national regulations, but also the procedures set forth in that document. Any violations of the tenets set forth in that document is grounds for the dismissal of the employee.

9. Two of your references were not willing to provide a reference per their statutes and the other three were not responsive. Do you have any other references who could provide feedback on their experience?

Bonnie Sletman
Sr. Procurement Agent
Manatee County Government, BCC
Procurement Division
1112 Manatee Avenue West, Suite 803
Bradenton, FL 34205
T 941-749-3046 F 941-749-3034
bonnie.sletman@mymanatee.org

Matt Helm
Deputy Director of Purchasing
City of San Diego
Phone: 619-236-6104
mehelm@sandiego.gov

Kevin Mitchell, MBA
Budget and Procurement Director
Lackawanna County
200 Adams Ave.
Scranton, PA 18503
(P) - 570-963-6767
(F) - 570-963-6514
MitchellK@lackawannacounty.org
www.lackawannacounty.org

Joseph Patterson, MPA, VCO
Department of Purchasing
Chesterfield County
Phone: 804.717.6307
Pattersonjo@chesterfield.gov

10. How long has the TruCount system been in place? If public agencies are having issues with their uniforms being returned in a timely fashion, what steps can be taken to make sure this doesn't affect the agency's ability to work?

Since 2016, Fulling Implemented across all sites for about a year.

11. What is the lead time for new employees to be fit with uniforms?

Fitting within a week of notice. New site estimated at 4 weeks. New employee at existing site is 2-4 weeks from sizing. Can be 1 week turn if sizes are in stock at local Cintas.

12. What is the lead time for embroidery of new uniforms?

About 2 weeks. Stocked garments purchased directly are embroidered on demand and can be shipped in about a week.

13. What efforts can you make to simplify the invoicing process and make this less hands-on?

We are in the process of scheduling with the EC a demonstration of the www.myCintas-ebilling and servicing platform.

14. Is there a reason that you do not offer volume discounts or ecommerce rebates?

Volume discounts would generally be for direct purchase only. Our local reps have the freedom to price lower than the ceiling price of the agreement so volume discounts for direct purchase items is available.

15. Do you offer prompt payment discounts?

Yes, we can offer 2% Net 15 and Net 30 as standard payment terms

16. Why does California have different pricing for fire and safety?

It cost more to do business in California due to regulatory policies, labor laws, etc.

17. On page 142 you mention "minimal" charges for lockers, rolling racks and soiled hampers. Can these be provided at no charge? Can these be repaired or replaced as needed at no charge?

Yes, these will be No Charge.

18. Please explain the additional charges on page 31 for Garment Rental.

Minimum stop Charge: [REDACTED]-this is the minimum a site can average for Cintas to stop the truck. Agency pays the difference to make the service at least [REDACTED] Ex: Actual weekly rental is [REDACTED] for uniforms and mats. Customer is charged [REDACTED] as the "min stop charge" on top of the [REDACTED] To reach a total of [REDACTED] We normally suggest product additions to equal a min stop so the customer is paying for products/services.

Lockers: No charge

Make-up Waived on initial installation and for 30 days of service: this is industry standard charge to set up new uniform wearer after initial install. This covers the cost

on the plant to order, prep, set up the system and sew in the ID tap with the employee information. One-time fee per garment. Ceiling priced.

Emblem-Waived on initial installation and for the first 30 days of service: Local Cost (depending on company name and type of emblem ordered) This is the cost of the actual company emblem that is applied when adding new employee after the initial install.

Name tag- [REDACTED] The cost to set up a name to rental uniform. Normally embroidery. Ceiling Priced.

Size premium per Garment: [REDACTED] this is the price for extended sizes, starting at 2xl and up, there is an addition charge per garment. Ceiling priced.

19. Minimum Order size charges for Garment Rental are not acceptable. Is this negotiable? Minimum Order charges are fully described as the minimum amount charged to the client for stopping the Cintas vehicle and delivering the product or service contracted by the client. Under the pricing file offered in our proposal, the Minimum Order charge is [REDACTED] Cintas is willing to entertain changing the nomenclature on the contract for this charge to something else that would be acceptable to the EC.

20. What is the cost for tailoring (ex. Shortening of pants)?

[REDACTED]

21. Do you offer "tall/Long" sizes?

We do offer tall/long sizes. The charge for shirts in the extended sizes are the same as for size premiums detailed in the Cintas proposal. There are no additional charges for pants for tall sizes.

22. Do you offer summer internships or student programs for college students?

Cintas would be interested in creating with USC members opportunities for internships that coincide with our normal hiring practices for these positions:

23. In Tab 7, Exceptions, the fee for termination for convenience: Is it acceptable to substitute "termination fee" for "liquidated damages"?

Yes, this is negotiable with the contract

24. Fire Protection sales team: 6 of the states where you have no representation are in U.S. Communities' top 25 states (AL, IA, MN, NC, OR, TN) - are there plans to expand into these states?

Yes, Cintas is striving to grow the division to [REDACTED] in 10 years.

25. Should Brent Schafer be listed as the Executive?

Yes, we can update.

26. What is the Lost Replacement charge for items not listed in the market basket?

The L/R charge will also be reduced by [REDACTED]. See Link below to Cintas full catalog:
www.shopcintas.com

27. Page 85, #7: What happens if a public agency is not able to accommodate net 15 or net 30 payment terms? Is it possible to make the standard payment terms for all product lines Net 30?

Yes, Net 30 is Standard term.

28. Rubber Glove Addendum:

a. What company will be required to purchase from?

Relative to the addendum, the Cintas Head/Hand electrical PPE program is considered a lease only option.

This program is based on Cintas using National Safety Apparel for all PPE items listed as well as inspection/certification of voltage rated gloves being leased.

b. No information listed in Schedule A. No pricing, etc.

See attached excel document with pricing. The addendum was a blank template.

c. Will they test gloves already in use or do we have to purchase the gloves new from them to get the testing completed.

No, this program is based on Cintas setting up a new rental solution for Head/Hand PPE.

29. Classroom Safety Training Cost Breakdown:

d. Line 65906 – Is 10 people a minimum or maximum per class? If multiple classes are needed, is the charge of the instructor per class or one time charge for multiple classes? The class size listed on the price file is the max size per class. This varies per type of class, from 10-25. The charge for the instructor is per class.

e. Line 65908 – What are normal hours and excess hours?

Monday-Friday 8am-5:00pm

Referencing Cintas' response to the initial EC questions/clarifications:

30. Item 15 – Do you offer prompt payment discounts? **This was discussed on the teleconference on September 13. We discussed 2% Net 15 and Net 30 as the standard payment. This needs to be clarified that this is your understanding as well.**

Yes, 2% Net 15 and Net 30 for standard local payment. Updated document.

31. Item 17 – On page 142 you mention "minimal" charges for lockers, rolling racks and soiled hampers. Can you provide these at no charge? Can these be repaired or replaced as needed at no charge? **This was discussed on the teleconference on September 13. This was agreed that these would be at no charge and not that this would be negotiated. Please clarify.**

[REDACTED] Updated document.

Attachment A

32. Item 18 – Please explain additional charges on page 31 for Garment Rental. **This was discussed on the teleconference on September 13. See question 17, this charge should be removed.**

[REDACTED]. Updated document.

33. Item 19 – Stop charges for Garment Rental are not acceptable. Is this negotiable? **This should be called minimum order size, not minimum stop charge.**

Changed language to Minimum Order Size and updated document.

34. Item 26 – What is the Lost Replacement charge for items not listed in the market basket? **Please provide us with a full catalog that the discount by category will be taken from.**

Catalog is online and can be accessed with link: www.shopcintas.com Updated document with the link as well.

35. Item 27 – Page 85, #7: What happens if a public agency is not able to accommodate Net 15 or Net 30 payment terms? Is it possible to make the standard payment terms for all product lines to be Net 30? **This was discussed on the teleconference on September 13. We agreed on Net 30 as standard terms. This needs to be clarified that this is your understanding as well.**

Yes, Net 30 is standard term. Updated document.

Contract #R-BB-19002 - FACILITIES MAINTENANCE SOLUTIONS
DISCOUNT BY PRODUCT CATEGORY

Category	Discount (% from published/ book rate)	Comments
1 Uniform Rental	[REDACTED]	Cintas has committed to US Communities participating public agencies a 10% discount off of National Account Book Pricing for all items. National Account book pricing is, generally, [REDACTED] off of local pricing structure.
2 Uniform Leasing		
3 Uniform Purchase		
4 Shoe Purchase		
5 Mat/Mop Rental		
6 Mat/Mop Leasing		
7 Mat/Mop Purchase		
8 Restroom Supplies		
9 Restroom Services		
10 Deep Cleaning Services		
11 First Aid/Safety Supplies		Can Vary by product. Minimum savings listed
12 AEDs		
13 Fire Protection Services		
14 Promotional Products		Can Vary by product. Minimum savings listed
15 Miscellaneous		
16 Other		

ANY ITEM NOT INCLUDED ON THE PRICE SHEET SHALL BE PRICED AT 10% OFF NATIONAL VOLUNTARY BOOK PRICING (OR 10% OFF LOCAL BOOK PRICING WHERE NATIONAL BOOK PRICING IS NOT AVAILABLE). ALL PRICES LISTED ARE NOT-TO-EXCEED RATES.

Contract #R-BB-19002 - FACILITIES MAINTENANCE SOLUTIONS
ADDITIONAL CHARGES

Deep Clean			
Set Up Charge	Anytime we have to use the truck to clean a customer		
Truck Movement Charge	Anytime we have to move the truck during a service		
Floor Change Charge per Floor	Anytime/All times we have to change floors during a service		
Furniture Moving Charge per Hour	Used if we have to move an excessive amount of furniture that adds up to at least an hour		
Spotting Price per Hour	Used if we are asked to spot only during a service		
Mileage Charge	Charge per Mile Outside of 60 Minutes from the Location		
Minimum Stop Charge	Minimum amount we have to invoice to service the account		
Wait Charge	Used anytime the customer is not prepared to start their cleaning and we have to wait more than an hour		
Cancellation Charge	Used anytime the customer cancels less than 24 hours before the service		

Garment Rental		
Minimum Order Size	\$	
Lockers	\$	
Make Up -Waived on initial installation and for the 1st 30 days of service	\$	
Emblem -Waived on initial installation and for the 1st 30 days of service	Cost	
Name Tag	\$	
Size Premium (starting at 2XL)	\$	

DEEP CLEANING			
Service Description	Description	Price	Pricing Detail
Carpet			
VCT Restoration	Used any time we do a restoration VCT Job, which means stripping the floor all the way down and reapplying 4 coats of finish		
VCT Maintenance	Used any time we do a maintenance VCT Job, which means top scrubbing the floor down 1-2 coats and reapplying 2 coats of finish		
VCT Maintenance	Used any time we do a cleaning VCT Job, which means cleaning the floor with a Pad and Cleaner and NOT reapplying any finish		
Standard Carpet Cleaning	5 Step - PARR Process plus Protectant - Truck Mount		
Standard Carpet Cleaning	4 Step - PARR Process - Truck Mount		
Standard Carpet Cleaning	2 Step - Prespray and Rinse - Truck Mount		
Standard Carpet Cleaning	5 Step - PARR Process plus Protectant - Portable		
Standard Carpet Cleaning	4 Step - PARR Process - Portable		
Standard Carpet Cleaning	2 Step - Prespray and Rinse - Portable		
Wool Carpet Cleaning	2 Step - Prespray and Rinse		
Carpeted Steps	Cleaning Only		If step is determined to be nonstandard, the price is decided locally
Carpet Protectant	If not included with 5 Step		
Carpet Sanitizer	Used anytime we apply a sanitizer after the cleaning		
Carpet Deodorizer	Used anytime we apply a deodorizer after the cleaning		
Low Moisture Process	PreRoToScrub, Prespray, Agitate, Respray Spots (No Vacuuming)		Any vacuuming required is in addition to the sq ft price
Standard Tile	5 Step - PARR Process plus Sealer - Truck Mount		
Standard Tile	5 Step - PARR Process 2" or Less - Truck Mount		
Standard Tile	4 Step - PARR Process >2" - Truck Mount		
Standard Tile	4 Step - PARR Process 2" or Less - Truck Mount		
Sealer (After Cleaning)	Used anytime we apply an impregnating sealer after the cleaning		
Color Seal (After Cleaning)	Color Seal < 2" Tile		
Color Seal (After Cleaning)	Color Seal 2" - 6" Tile		
Color Seal (After Cleaning)	Color Seal > 6" Tile		
Kitchen Cleaning	Used anytime we clean a Kitchen, Does not include Sealer		
Standard Tile	5 Step - PARR Process plus Sealer - Portable		
Standard Tile	5 Step - PARR Process 2" or Less - Portable		
Standard Tile	4 Step - PARR Process >2" - Portable		
Standard Tile	4 Step - PARR Process 2" or Less - Portable		
Concrete Cleaning	Interior - Truck Mount Only		
Concrete Cleaning	Exterior - Truck Mount Only		
Set Up Charge	Anytime we have to use the truck to clean a customer		
Truck Movement Charge	Anytime we have to move the truck during a service		
Floor Change Charge per Floor	Anytime/All times we have to change floors during a service		
Furniture Moving Charge per Hour	Used if we have to move an excessive amount of furniture that add up to at least an hour		
Spotting Price per Hour	Used if we are asked to spot only during a service		
Mileage Charge	Charge per Mile Outside of 60 Minutes from the Location		
Minimum Stop Charge	Minimum amount we have to invoice to service the account		
Wait Charge	Used anytime the customer is not prepared to start their cleaning and we have to wait more than an hour		
Cancellation Charge	Used anytime the customer cancels less than 24 hours before the service		
Restroom Cleaning - Sanits UltraClean	Touchless Restroom Cleaning that sanitizes and removes spills from all surfaces, floors & fixtures		Base Charge - Weekly and Every Other Week \$35.00; Monthly \$55.00

ANY ITEM NOT INCLUDED ON THE PRICE SHEET SHALL BE PRICED AT 10% OFF NATIONAL VOLUNTARY BOOK PRICING (OR 10% OFF LOCAL BOOK PRICING WHERE NATIONAL BOOK PRICING IS NOT AVAILABLE). ALL PRICES LISTED ARE NOT-TO-EXCEED RATES.

Uniform Rental Items

Discounts range from 10% to 32% of National Book Rate.

All Prices shown are not-to-exceed rates

Item Number	Make	Supplier/Item Number	UOM	Description	Discount (percentage from Discount by Category)	Price for weekly lease (no heating)	Price for weekly rental (with cleaning)	U/R Charge
1	Cintas	935	EA	Comfort Work Shirts 65/35 Poly Cotton				
2	Cintas	273	EA	High Image Work Shirt 65/35 Poly Cotton				
3	Cintas	66273	EA	High Image Womens Work Shirt 65/35 Poly Cotton				
4	Cintas	943	EA	Comfort Work Pants 65/35 Poly Cotton				
5	Cintas	853	EA	Pleated Comfort Work Pants 65/35 Poly Cotton				
6	Cintas	270	EA	Comfort Work Cargo Pants 65/35 Poly Cotton				
7	Cintas	370	EA	Comfort Work Cargo Short 65/35 Poly Cotton				
8	Cintas	205	EA	Womens Comfort Work Shirt w Pocket 65/35 Poly Cotton				
9	Cintas	330	EA	Cotton Work Shirt 100% Cotton				
10	Cintas	340	EA	Cotton Work Pants 100% Cotton				
11	Cintas	394	EA	Jeans Pant 100% Cotton				
12	Cintas	82670	EA	Chief Coat 65/35 Poly Cotton				
13	Cintas	71125	EA	Elastic Waist Chief Pants w Drawstring 65/35 Poly Cotton				
14	Cintas	833	EA	Food Processing Shirt White/Blue (no pockets, grippers) 55/35 Poly Cotton				
15	Cintas	374	EA	Executive Dress Shirt 57/43 Poly Cotton				
16	Cintas	275	EA	High Image Performance Polo Shirt 100% Microfiber Poly				
17	Cintas	86275	EA	Womens High Image Performance Polo Shirt 100% Microfiber Poly				
18	Cintas	390	EA	Womens Fit Comfort Work Pant (slim)				
19	Cintas	395	EA	Womens Fit Comfort Work Pant				
20	Cintas	259	EA	Pro-Knit Polo Shirts Moisture Wicking 100% Poly				
21	Cintas	268	EA	Pro-Knit Tee Shirt 100% Poly				
22	Cintas	970	EA	Uned Service Jacket 65/35 Poly Cotton				
23	Cintas	366	EA	High Image Jacket 65/35 Poly Cotton				
24	Cintas	912	EA	Coverall 7.5 oz 65/35 Poly Cotton				
25	Cintas	925	EA	White Lab Coat 80/20 Poly Cotton				
26	Cintas	82497	EA	White Polyester Butcher Coat 100% Poly				
27	Carhartt	384	EA	Carhartt Shirt 100% Cotton				
28	Carhartt	381	EA	Carhartt 5 Pocket Jeans 100% Cotton				
29	Carhartt	382	EA	Carhartt Carpenter Jeans 100% Cotton				
30	Carhartt	383	EA	Carhartt Work Pants 100% Cotton				
31	Carhartt	280	EA	Flame Resistant Jean				
32	Carhartt	290	EA	Flame Resistant Carpenter Jean				
33	Carhartt	294	EA	Flame Resistant Work Shirt				
34	Carhartt	371	EA	Flame Resistant Work Pant				
35	Carhartt	351	EA	Flame Resistant Coverall				
36	Happy Chef	517	EA	Food Service, Chef Coat XS-XL				
37	Happy Chef	67627	EA	Food Service, V-Neck Apron One Size				
38	Happy Chef	317	EA	Food Service, Female Chef Coat, XS-XL				
41	Cintas	10156	EA	3x5 Traffic Mat				
42	Cintas	1801	EA	2x3 Spring Mat				
43	Cintas	1802	EA	3x5 Spring Mat				
44	Cintas	84302	EA	3x5 Safety Mat				
45	Cintas	84301	EA	3x5 Logo Mat				
46	Cintas	6913	EA	24 oz Synth Wet Map				
47	Cintas	9582	EA	Pulse Mop				
48	Cintas	9581	EA	Dual Chamber Mop Bucket				
49	Cintas	7116	EA	12" Microfiber Mop Head				
50	Cintas	7001	EA	36" Microfiber Mop Head				
51	Cintas	7245	EA	Microfiber Mop Handle				

Nationwide Usage					Proposed Price/ Equipment					
Item Number	Make	Supplier Item Number	UOM	Description	Discount (percentage from Discount by Category)	Purchase Price	Current CEILING Price	Make/Model of Quoted Item (if different)	Description of Quoted Item (if different)	
1	Cintas	935	EA	Comfort Work Shirt 65/35 Poly/Cotton	[REDACTED]					
2	Cintas	273	EA	High Image Work Shirt 65/35 Poly/Cotton						
3	Cintas	66273	EA	High Image Womens Work Shirt 65/35 Poly/Cotton						
4	Cintas	945	EA	Comfort Work Pant 65/35 Poly/Cotton						
5	Cintas	865	EA	Pleated Comfort Work Pant 65/35 Poly/Cotton						
6	Cintas	270	EA	Comfort Work Cargo Pant 65/35 Poly/Cotton						
7	Cintas	370	EA	Comfort Work Cargo Short 65/35 Poly/Cotton						
8	Cintas	205	EA	Womens Comfort Work Shirt w/Pocket 65/35/ Poly Cot						
9	Cintas	330	EA	Cotton Work Shirt 100% Cotton						
10	Cintas	340	EA	Cotton Work Pant 100% Cotton						
11	Cintas	354	EA	Jean Pant 100% Cotton						
12	ChefWorks	82670	EA	ChefWorks Chef Coat 65/35 Poly/Cotton Rental Only					65375	ChefWorks Cool Vent Chef Coat 65/35 Poly/Cotton LS Direct Sale
13	ChefWorks	71125	EA	Elastic Waist Chef Pant w/Drawstring 65/35 Poly/Cotton					36550	Baggy Chef Pant 65/35 Poly/Cotton Direct Sale
14	Cintas	833	EA	Food Processing Shirt White/Blue (no pockets, grippers)						
15	Cintas	374	EA	Executive Dress Shirt 57/43 Poly/Cotton						
16	Cintas	275	EA	High Image Performance Polo Shirt 100% Microfiber Pol						
17	Cintas	66275	EA	Womens High Image Performance Polo Shirt 100% Micro						
18	Cintas	390	EA	Womens Fit Comfort Work pant 65/35 Poly/Cotton (Slim						
19	Cintas	395	EA	Womens Fit Comfort Work pant 65/35 Poly/Cotton						
20	Cintas	259	EA	Pre-Knit Polo Shirts Moisture Wicking 100% Poly						
21	Cintas	268	EA	Pre-Knit Polo Shirts 100% Poly						
22	Cintas	970	EA	Lined Service Jacket 65/35 Poly/Cotton						
23	Cintas	366	EA	High Image Jacket 65/35 Poly/Cotton						
24	Cintas	912	EA	Coverall 7.5 oz 65/35 Poly/Cotton						
25	Cintas	925	EA	White Lab Coat 80/20 Poly/Cotton Rental Only					59925	White Lab Coat 80/20 Poly/Cotton LS Direct Sale
26	Cintas	82497	EA	White Polyester Butcher Coat 100% Poly						
27	Carhartt	384	EA	Carhartt Shirt 100% Cotton Rental Only					332	Cintas Woven Chambray Direct Sale
28	Carhartt	381	EA	Carhartt Pocket Jeans 100% Cotton Rental Only					74307	Carhartt Pocket Jeans 100% Cotton Direct Sale
29	Carhartt	382	EA	Carhartt Carpenter Jeans 100% Cotton Rental Only					74308	Carhartt Carpenter Jeans 100% Cotton Direct Sale
30	Carhartt	383	EA	Carhartt Work Pants 100% Cotton Rental Only					74309	Carhartt Work Pants 100% Cotton Direct Sale
31	Carhartt	280	EA	Carhartt RR Jean Rental Only					63869	Carhartt Curves Jean Direct Sale
32	Carhartt	290	EA	Carhartt FR Carpenter Jean Rental Only					70610	Carhartt FR Carpenter Jean Direct Sale
33	Carhartt	294	EA	Carhartt FR Work Shirt Rental Only					60087	Carhartt FR Work Shirt Direct Sale
34	Carhartt	371	EA	Carhartt FR Work Pant Rental Only					70644	UltraSoft FR Pant Direct Sale
35	Carhartt	391	EA	Carhartt FR Overall Rental Only					8723	TecsaSafe Plus FR Overall Direct Sale
36	Happy Chef	8844	EA	Happy Chef Food Service, Chef Coat 5-XL					63493	Cintas Gripper Snap Polo Direct Sale
37	Happy Chef	517	EA	Happy Chef Food Service, Female Chef Coat 5-XL					106452	Cintas Classic Chef Coat Direct Sale
38	Happy Chef	67627	EA	Happy Chef Food Service, V-Neck Apron, One Size					22976	Cintas Bib Apron Direct Sale
39	Happy Chef	317	EA	Happy Chef Food Service, Chef Hat, Student (Bare)					106943	Cintas Classic Che Coat Womens Direct Sale
40	Happy Chef	48480	EA	Happy Chef Food Service, Skull Cap, Flat Top-Chicago						
41	Happy Chef	100445	EA							

Hand & Head Protection Program Options			
Cintas Item Number	Hand Protection Program	Lease/Week	LR Rates
869320700	11" Class 00 Rubber Insulating Gloves - Yellow		
869320350	11" Class 00 Rubber Insulating Gloves - Black		
754910300	ARC Guard FR Knlt Glove		
869380000	10" Leather Protectors		
601960600	Canvas Glove Bag		
	Hand Protection Weekly Cost	\$	
	Head Protection Program		
601940000	Clear Safety Glass		
745030300	12cal PureView Faceshield		
745010000	MSA Slotted Hard Hat - White		
823370200	12cal Balaclava - NAVY		
744370260	Electric Gear Bag		
	Head Protection Weekly Cost	\$	
	Total Program Weekly Cost	\$	

Available Glove Sizes 8-12

ANY ITEM NOT INCLUDED ON THE PRICE SHEET SHALL BE PRICED AT ■■■ OFF NATIONAL VOLUNTARY BOOK PRICING (OR ■■■ OFF LOCAL BOOK PRICING WHERE NATIONAL BOOK PRICING IS NOT AVAILABLE). ALL PRICES LISTED ARE NOT-TO-EXCEED RATES.

SAFETY ITEMS

All Prices shown are not-to-exceed rates

Item Number	Make	Supplier Item Number	Description	UOM	Quantity per UOM	Discount (Percentage from Discount by Category)	Unit Price
1	CINTAS	280020	LENS/SCREEN PADS	EA	100		
2	CINTAS	163050	BURN RELIEF PACKET/	BAG	6 packets		
3	CINTAS	1030300	WOUNDSEAL POUR	EA	2		
4	CINTAS	119260	ALLERGY RELIEF	BOX	2/1Dent blister paks		
5	CINTAS	121220	ALEVE SMALL	BAG	5 packs		
6	CINTAS	573772	DAYQUIL SEVERE	BAG	5 packets		
7	CINTAS	79191	MUCINEX SMALL	BAG	3 packets		
8	CINTAS	111929	IBUPROFEN TABS	BOX	20 packets		
9	CINTAS	112039	COLD RELIEF	BOX	40 packets		
10	CINTAS	12221	LIQUID BANDAGE	BAG	5 pipettes		
11	CINTAS	111989	IBUPROFEN TABS	BOX	50 packets		
12	CINTAS	111999	IBUPROFEN TABS LRG	BOX	125 packets		
13	CINTAS	150110	TWEEZERS METAL	PAC	3 tweezers		
14	CINTAS	51030	HAND SANITIZER	BAG	10 packets		
15	CINTAS	130479	EYEWASH, 1/2OZ	BOX	5 bottles		
16	CINTAS	122249	GLUCOSE, SMALL	PAC	2 packs		
17	CINTAS	102435	LIPAD SMALL	BAG	10 packets		
18	CINTAS	102640	BIOFREEZE MUSCLE	BAG	5 packets		
19	CINTAS	119250	ANTI-DIARRHEAL	BOX	12 caplets		
20	CINTAS	43729	X-LONG BANDAGE	BOX	25 bandages		
21	CINTAS	164010	COOL&SOOTHE	BOX	6 packets		
22	CINTAS	111529	PAIN AWAY X-	BAG	25 packets		
23	CINTAS	43658	WATERPROOF CLEAR	BOX	30 bandages		
24	CINTAS	44269	ELASTIC STRIP	BOX	50 bandages		
25	CINTAS	111180	ASPIRIN ORG ST 50CT	BOX	25 packets		
26	CINTAS	130000	THERA TEARS, SMALL	PAC	4 vials		
27	CINTAS	100019	TRIPLE ANTIBIOTIC	BOX	20 packets		
28	CINTAS	112029	COLD RELIEF	BAG	25 packets		
29	CINTAS	44429	LARGE PATCH 2"X3"	BOX	15 bandages		



			California	USC Pricing
Item	Description	Comment	Qty	Price (from PDF)
Services:				
SC	Minimum Order Size per stop	Per stop.	ea	
IN	Portable Extinguisher Annual Maintenance Inspection Hand Portable Stored Pressure and CO2 Fire Extinguishers - up to 20#	Per unit.	ea	
Unit Test, Recharge and Repair Parts:				
NSDC2.5	2.5# Stored pressure Dry Chemical - Six Year Test	Includes O-Ring, V-Stem, Service Collar and Six Year Internal Maintenance labor; Does not include parts not specifically listed or applicable Inspection (IN) Price.	ea	
NSDC5	5# Stored pressure Dry Chemical - Six Year Test		ea	
NSDC10	10# Stored pressure Dry Chemical - Six Year Test		ea	
NSDC20	20# Stored pressure Dry Chemical - Six Year Test		ea	
NHDC2.5	2.5# Stored pressure Dry Chemical - Hydrostatic Test	Includes O-Ring, V-Stem, Service Collar and Hydrostatic Test labor; Does not include parts not specifically listed or applicable Inspection (IN) Price	ea	
NHDC5	5# Stored pressure Dry Chemical - Hydrostatic Test		ea	
NHDC10	10# Stored pressure Dry Chemical - Hydrostatic Test		ea	
NHDC20	20# Stored pressure Dry Chemical - Hydrostatic Test		ea	
NRDC2.5	2.5# Stored pressure Dry Chemical - Recharge	Includes Recharge Labor, Agent and Service Collar; Does not include parts not specifically listed or applicable Inspection (IN) Price	ea	
NRDC5	5# Stored pressure Dry Chemical - Recharge		ea	
NRDC10	10# Stored pressure Dry Chemical - Recharge		ea	
NRDC20	20# Stored pressure Dry Chemical - Recharge		ea	
EEPIN	Pull Pin	Per unit.	ea	
New Extinguishers:				
5# ABC Ext	5# ABC Dry Chemical Fire Extinguisher	Per unit.	ea	
10# ABC Ext	10# ABC Dry Chemical Fire Extinguisher	Per unit.	ea	
2.5# ABC Ext	2 1/2# ABC Dry Chemical Fire Extinguisher	Per unit.	ea	
20# ABC Ext	20# ABC Dry Chemical Fire Extinguisher	Per unit.	ea	
Emergency Light Parts and Services:				
INPTT	E-Light Push Test Button - 30 Seconds	Per unit.	ea	
INEL	Emergency Exit Light Inspection (Load Test)	Per unit.	ea	
EXB64	E-Light Battery, 6V, 4A	Per unit.	ea	
EXB67	E-Light Battery, 6V, 7A	Per unit.	ea	
EXB610	E-Light Battery, 6V, 10A	Per unit.	ea	
EXB612	E-Light Battery, 6V, 12A	Per unit.	ea	
EXL15T6	E-Light Bulb, 145V, 15W	Per unit.	ea	
EXL20	E-Light Bulb, 120V, 20W	Per unit.	ea	

ANY ITEM NOT INCLUDED ON THE PRICE SHEET SHALL BE PRICED AT 10% OFF
NATIONAL VOLUNTARY BOOK PRICING (OR 10% OFF LOCAL BOOK PRICING
WHERE NATIONAL BOOK PRICING IS NOT AVAILABLE). ALL PRICES LISTED ARE
NOT-TO-EXCEED RATES.



Item	Description	Inspection & Parts	Comment	Qty	California		USC Pricing		% Savings from US Price	
					Price	Price	Price	Price		
INKS	Kitchen System Inspection - single or first tank		Per system.	ea						
INKST	Kitchen System Inspection - remote or additional tank		Per additional tank.	ea						
EELINK	Fusible Link		Per unit.	ea						



Item		Description	Inspection & Parts		Comment	Qty	California Price	USC Price
INSPW		Annual Sprinkler Inspection Wet - Initial Riser	Per riser.			ea		
INSPR		Annual Sprinkler Inspection Wet - Additional Riser	Per riser.			ea		
INSPBFIRE		Fire line backflow test per valve	Per unit.			ea		
INSPD		Sprinkler Inspection (Dry)	Per riser.			ea		
INSPBFDO		Inspection Back Flow - Domestic or Irrigation (per	Per unit.			ea		

ANY ITEM NOT INCLUDED ON THE PRICE SHEET SHALL BE PRICED AT 10% OFF
NATIONAL VOLUNTARY BOOK PRICING (OR 10% OFF LOCAL BOOK PRICING WHERE
NATIONAL BOOK PRICING IS NOT AVAILABLE). ALL PRICES LISTED ARE NOT-TO-
EXCEED RATES.



<u>Item</u>		<u>Description</u>	<u>Comment</u>	<u>Qty</u>	<u>California Price</u>	<u>USC Pricing</u>
Inspection & Parts						
INFA	Annual Fire Alarm System Inspection	Per panel.		ea		
INFAID	Devices Per Device (some det. bell, horn, strobe, pull station)	Per device.		ea		
INFADD	Duct Detectors	Per unit.		ea		

ANY ITEM NOT INCLUDED ON THE PRICE SHEET SHALL BE PRICED AT 10% OFF NATIONAL VOLUNTARY BOOK PRICING (OR 10% OFF LOCAL BOOK PRICING WHERE NATIONAL BOOK PRICING IS NOT AVAILABLE). ALL PRICES LISTED ARE NOT-TO-EXCEED RATES.

FIRE LABOR RATES			
ITEM	Unit	CA Price	USC Price
Labor - Regular	ea		
Labor - Overtime	ea		
Labor - Weekend/Holiday	ea		
Emergency Service Call	ea		

Cintas First Aid Training List
for U.S. Communities
#R-BB-19002

Course Material # (SAP)	Course Description	Class Duration	Duration Type	Expiration	Expiration Type	Certification	Class Size	US Communities Contract Ceiling Price	Price Per
65001	CPR/FIRST AID/AED COURSE (HeartSaver First Aid with CPR & AED)	7	Hours	2	Years	AHA	9	\$	Per Class
65013	CPR/FIRST AID/AED/BBP COURSE	1	Days	2	Years	AHA	9	\$	Per Class
65003	BBP AWARENESS CLASS	1	Hours	1	Years	CLMI	0	\$	Per Class
65004	PEDIATRIC FIRST AID COURSE	3 1/2	Hours	2	Years	AHA	9	\$	Per Class
65009	FIRST AID COURSE	3.5	Hours	2	Years	AHA	9	\$	Per Class
65013	INFANT CHILD SUPPLEMENT (CPR/AED)	1	Hours	2	Years	AHA	9	\$	Per Class
65016	CPR/FIRST AID/AED (PER STUDENT)	7	Hours	2	Years	AHA	min 8	\$	Per Person
65017	FIRST AID COURSE (PER STUDENT)	3 1/2	Hours	2	Years	AHA	min 8	\$	Per Person
65001B	CPR/AED COURSE (PER STUDENT)	4	Hours	2	Years	AHA	min 8	\$	Per Person
65019	BLS HCP (PER STUDENT)	5	Hours	2	Years	AHA	min 8	\$	Per Person
65021	CPR/AED COURSE	4	Hours	2	Years	AHA	9	\$	Per Class
65022	BLS HEALTHCARE PROVIDER	8	Hours	2	Years	AHA	8	\$	Per Class
65023	OXYGEN AWARENESS CLASS	1	Hours	1	Years	COAST	25	\$	Per Class
65024	AHA HEART SAVER PEDIATRIC 3 HO	3	Hours	2	Years	AHA	9	\$	Per Person

*CPR/First Aid uses the Heartsaver First Aid with CPR & AED student manuals but teach only the First Aid and CPR sections of the course.

**Course hours are based on adult only courses and will be longer if pediatric training is done.

***Open Enrollment classes are based on local schedules and availability.

****Additional charges apply for remote class locations and classes outside of normal business hours.

ONLINE CPR, FIRST AID & AED TRAINING									
650311	HEARTSAVER FIRST AID, CPR & AED ONLINE CLASS (SKILLS CHECK SEPARATE, SEE BELOW)	2 1/2	Hours	2	Years	AHA	1	\$	Per Person
650143	HEARTSAVER FIRST AID, CPR & AED SKILLS CHECK (CAN DO UP TO 2 PEOPLE AT A TIME)	45	Minutes	2	Years	AHA	1	\$	Per Person
650301	HEARTSAVER FIRST AID ONLINE CLASS (SKILLS CHECK SEPARATE, SEE BELOW)	2	Hours	2	Years	AHA	1	\$	Per Person
650142	HEARTSAVER FIRST AID SKILLS CHECK (CAN DO UP TO 2 PEOPLE AT A TIME)	30	Minutes	2	Years	AHA	1	\$	Per Person
650321	HEARTSAVER CPR & AED ONLINE CLASS (SKILLS CHECK SEPARATE, SEE BELOW)	1 1/2	Hours	2	Years	AHA	1	\$	Per Person
650141	HEARTSAVER CPR SKILLS CHECK	20	Minutes	2	Years	AHA	1	\$	Per Person

CLASSROOM SAFETY TRAINING									
65205	CONFINED SPACE CLASS	2	Hours	1	Years	CLMI	10	\$	Per Class
65206	FALL PROTECTION CLASS	2	Hours	1	Years	CLMI	10	\$	Per Class
65207	AERIAL LIFT SAFETY CLASS	2	Hours	0	None	CLMI	10	\$	Per Class
65208	FORKLIFT CERTIFICATION CLASS	4	Hours	1	Years	CLMI	10	\$	Per Class
65209	FORKLIFT CERTIFICATION (PER PERSON)	4	Hours	1	Years	CLMI	MIN 5	\$	Per Person
652091	FORKLIFT SKILLS TEST (PER PERSON)	20	Minutes	3	Years	CLMI	MIN 5	\$	Per Person
65211	CRANE SAFETY CLASS	2	Hours	0	None	CLMI	10	\$	Per Class
652111	CRANE SAFETY TESTING	15	Minutes	0	None	CLMI	10	\$	Per Person
65212	SAFETY COMMITTEE CLASS	2	Hours	1	Years	CINTS	15	\$	Per Class
65214	BACK SAFETY CLASS	2	Hours	1	Years	CLMI	15	\$	Per Class
65216	ERGONOMICS CLASS	2	Hours	1	Years	CLMI	15	\$	Per Class
65218	EMERGENCY PREPAREDNESS CLASS	2	Hours	1	Years	CLMI	15	\$	Per Class
65220	EYE PROTECTION CLASS	2	Hours	1	Years	CLMI	15	\$	Per Class
65221	SLIPS TRIPS & FALLS CLASS	2	Hours	1	Years	CLMI	15	\$	Per Class
65222	FIRE SAFETY CLASS	2	Hours	1	Years	CINTS	25	\$	Per Class
65226	HAZARD COMMUNICATION CLASS	2	Hours	1	Years	CLMI	15	\$	Per Class
65230	HEARING SAFETY CLASS	2	Hours	1	Years	CLMI	15	\$	Per Class
65231	HEAT INJURY PREVENTION CLASS	1	Hour	1	Years	CLMI	25	\$	Per Class
65232	HOUSEKEEPING CLASS	2	Hours	1	Years	CLMI	15	\$	Per Class
65234	LOCKOUT TAGOUT CLASS	2	Hours	1	Years	CLMI	10	\$	Per Class
65236	MACHINE GUARDING CLASS	2	Hours	1	Years	CLMI	10	\$	Per Class
65240	PPE CLASS	2	Hours	1	Years	CLMI	10	\$	Per Class
65252	RESPIRATORY SAFETY CLASS	2	Hours	1	Years	CLMI	15	\$	Per Class
65254	SAFETY PROGRAM MGMT CLASS	2	Hours	1	Years	CLMI	15	\$	Per Class
65260	GENERAL SAFETY TOPICS CLASS	2	Hours	1	Years	CINTS	0	\$	Per Class
65290	WRITTEN COMPLIANCE PROGRAM	4	Hours	1	Years	CINTS	0	\$	Per Class
65400	OSHA 10 HOUR GENERAL INDUSTRY	2	Days	3	Years	OSHA	0	\$	Per Person
65402	OSHA 30 HOUR GENERAL INDUSTRY	4	Days	3	Years	OSHA	0	\$	Per Person
65404	OSHA 10 HOUR CONSTRUCTION CLAS	2	Days	3	Years	OSHA	0	\$	Per Person
65406	OSHA 30 HOUR CONSTRUCTION CLAS	4	Days	3	Years	OSHA	0	\$	Per Person

65500	RESPIRATOR FIT TESTING	20	Minutes	1	Years	CINTS	0	\$		Per Person
65501	RESPIRATORY SAFETY CLASS WITH FIT TEST	4	Hours	1	Years	CINTS	12	\$		Per Class
65502	SAFETY AUDIT	2	Hours	1	Years	CINTS	0	\$		Per Class
65503	EMERGENCY RESPONSE TRAINING CL	4	Hours	1	Years	CINTS	0	\$		Per Class
65504	WRITTEN SAFETY & HEALTH PROGRAM	1	Days	1	Years	CINTS	1	\$		Per Person
65905	CLASS CANCELLATION FEE	0	None	0	None	CINTS		\$		
65906	INSTRUCTOR TRAVEL FEE	0	None	0	None	CINTS		\$		Per Class
65908	AFTER HOURS FEE	0	None	0	None	CINTS		\$		Per Class



FACILITIES SOLUTIONS AGREEMENT

Location No. 426Contract No. 210337536Customer No. 14183153Main Corporate Code → **New CC 13218**

Customer/Participating Agency COMPTON WATER YARD Date _____
Address 322 S. Alameda Street City Compton State CA Zip 90221
Phone 310-605-5524

UNIFORM PRODUCT RENTAL PRICING:

Item #	Description	Unit Price
935	SHIRT/UNIFORM/BLUE/WHITE	0.173
945	WORK PANT/NAVY	0.193
970	Perma-LND JACKET/NAVY	0.434
270	CARGP PANT/NAVY	0.336
912	COVERALL/NAVY	0.338
374	DRESS SHIRT OXFORD/LT BLUE	0.281

- This agreement is effective as of this date from 7/1/2022 to 6/30/2025, with a minimum term of 36 months. The length of this rental agreement will commence with the actual uniform rental, not affiliated with the start date of the Master Agreement. Any negotiations of price, terms or discounts must be approved by Prince William County Public Schools for the Master Agreement. Any such changes shall take effect on the anniversary date of the master agreement. All requests for price changes must be justified and based upon verifiable criteria which may include the Bureau of Labor Statistics Consumer Price Index (CPI-U).
- Name Emblem \$ 2.50 ea • Company Emblem \$ 5.00 ea
- Customer Emblem \$ 5.00 ea • Embroidery \$ 5.00 ea
- COD Terms \$ NA per week charge for prior service (if Amount Due is Carried to Following Week)
- Automatic Lost Replacement Charge: Item 6 % of Inventory NA \$ NA Ea.
- Automatic Lost Replacement Charge: Item _____ % of Inventory _____ \$ _____ Ea.
- Minimum Charge \$ 35.00 per delivery.
- Make-Up charge \$ 2.50 per garment.
- Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium \$.15 per garment.
- Seasonal Sleeve Change \$ NA per garment.
- Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.
- Artwork Charge for Logo Mat \$ NA
- Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of \$ NA per garment will be assessed for employee's size changed within 4 weeks of installation.
- Other _____

FACILITY SERVICES PRODUCTS PRICING:

Bundle*	Item #	Description	Rental Freq.	Inventory	Unit Price
	6680	DISP URINAL MAT SVC	01		\$7.32
	84035	3x10 BLACK MAT	01		3.308
	84335	3x5 BLACK MAT	01		2.224
	84435	4x6 BLACK MAT	01		2,747
	9207	SANIS BOWL CLIP SVC	01		2.108
	9213	SANIS SCREEN SERVICE	01		2.259

*Indicated bundled items/services

- ____ ☐ _____ Initial and check box if Unilease. All Garments will be cleaned by customer
Date _____
- ____ ☐ _____ Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control
Date _____ customer.
- ____ ☐ _____ Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments
Date _____ direct embroidery for any reason, or terminates this agreement for any reason or fails to renew this agreement, Customer will purchase
all direct embroidered garments at the time they are removed from service at the then current replacement values.

Cintas Loc. No: 426

CUSTOMER:

Please Sign Name _____

By: Amanda Smith

Please Print Name _____

Title: Government Account Manager

Please Print Title _____

Accepted-GM: _____

Email _____

Omnia Partners Public Sector Participating Public Agencies Terms

1. Participating Public Agencies: Supplier agrees to extend the same terms, covenants agreed to under the Master Agreement with Lead Public Agency Prince William County Public Schools to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. Any disputes between a Participating Public Agency and Supplier will be resolved directly between them in accordance with and governed by the laws of the State in which the Participating Public Agency exists.
2. Master Agreement available at <https://www.omniapartners.com/publicsector>

Supplier General Service Terms Section

3. Prices Customer agrees to rent from Company, and Company agrees to provide to Customer, the Merchandise, inventory and services described on Exhibit A, "Merchandise & Pricing" at the prices set forth in Exhibit A. There will be a minimum charge of thirty-five dollars (\$35.00) per week for each Customer location required to purchase its rental services from Company as set forth in this Agreement.
4. Buyback of Non-Standard Garments Customer has ordered from Company a garment rental service requiring embroidered garments that may not be standard to Company's normal rental product line. Those non-standard products will be designated as such under-Garment Description in Exhibit C. In the event Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement for any reason other than documented quality of service reasons which are not cured, Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
5. Service Guarantee: Company guarantees to deliver the highest quality textile rental service at all times. Any complaints about the quality of the service which have not been resolved in the normal course of business must be sent by registered letter to Company's General Manager. If Company then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this agreement provided all rental items are paid for at the then current replacement values or returned to Company in good and usable condition.
6. Garments' Lack of Flame Retardant or Acid Resistant Features Unless specified otherwise in writing by the Company, the garments supplied under this Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Company upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Agreement require flame retardant or acid resistant clothing.
7. Logo Mats In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that the Company has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.

8. Adding Employees Additional employees and Merchandise may be added to this Agreement at any time upon written or oral request by the Customer to the Company. Any such additional employees or Merchandise shall automatically become a part of and subject to the terms of this Agreement. If such employees are employed at a Customer location that is then participating under this Agreement, the Customer shall pay Company the one-time preparation fee indicated on Exhibit A. Customer shall not pay Company any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
9. Emblem Guarantee Customer has requested that Company supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"). Company will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.
10. In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that the Company allocated to Customer at the price indicated on Exhibit A of this Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Company and Customer and noted on Exhibit A.
11. Terminating Employees Subject to the provisions of this Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to the Company but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Company.
12. Replacement In the event any Merchandise is lost, stolen or is not returned to Company, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said Merchandise at the then current Loss/Damage Replacement Values.
13. Indemnification To the fullest extent permitted by law, Company agrees to defend, indemnify, pay on behalf of and save harmless the Participating Public Agency, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including reasonable attorneys' fees and all other costs connected therewith, arising out of or connected to the services provided by Company under this Contract, but only to the extent of Company's negligence.
14. Additional Items: Additional customer employees, products and services may be added to this agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this agreement is terminated early for convenience, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Company for non-payment by Customer at any time Customer will pay to Company, as termination charges and not as a penalty based upon the following schedule:

If this agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as termination charges equal to 50 weeks of rental service.

If this agreement is cancelled for convenience in months thirteen (13) through eighteen (18) of the term, Customer shall pay as termination charges equal to 36 weeks of rental service.

If this agreement is cancelled for convenience in months nineteen (19) through twenty-four (24) of the term, Customer shall pay as termination charges equal to 23 weeks of rental service.

If this agreement is cancelled for convenience after 24 months of service, Customer shall pay as termination charges of 10 weeks of rental service.

Customer shall also be responsible to return all of the Merchandise allocated to such Customer locations terminating this Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.



Prince William County

PUBLIC SCHOOLS

Providing A World-Class Education

CONTRACT MODIFICATION

MODIFICATION #7

ISSUE DATE: November 1, 2021

REFERENCE:

Title: Facilities Management Products and Solutions
Contract #: R-BB-19002
Contractor: Cintas Corporation No. 2
Period of Contract: December 13, 2019 through October 31, 2025

Modify the above referenced contract as follows:

1. PWCS authorizes a 5.4% increase to all contracted items per the attached effective November 1, 2021.
2. All non-contracted items are priced pursuant to the structure detailed in the contract R-BB-19002 and through the contract percentage discounts.

Except for the changes provided herein, all other terms and conditions of this contract remain unchanged and in full force and effect.

Brian Burtner, CPPB, VCO
Senior Buyer

CINTAS CORPORATION NO. 2

PRINCE WILLIAM COUNTY PUBLIC SCHOOLS

Signature

Name and Title

Date

Craig Jackson, Director

11/19/21

Signature

Colleen Keener
Colleen Keener, CPPB, CPCP, VCO, VCA
Supervisor of Purchasing

Date

11/23/2021

PURCHASING OFFICE

December 13, 2022

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: MUNICIPAL WATER DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO CLINICAL LAB OF SAN BERNARDINO, INC. FOR TESTING AND ANALYSIS OF WATER SAMPLES IN THE AMOUNT OF TWENTY-ONE THOUSAND TEN DOLLARS (\$21,010.00)

SUMMARY

Adoption of this resolution will authorize the City Manager to issue a purchase order to Clinical Lab of San Bernardino, Inc. in the amount of \$21,010.00 annually for Testing and Analysis of Water Sample Services for the following three (3) Fiscal Years, 2022-2023, 2023-2024, and 2024-2025.

BACKGROUND

The Municipal Water Department (Department) is responsible for overseeing the City's utility services. The Production Division is responsible for the State and Federal mandated weekly, monthly, quarterly, and annual water quality testing of the water produced and delivered to the residents and businesses of the City of Compton.

The Department follows State and Federal Health Regulations concerning public water supplies; therefore, it is mandatory to acquire testing and analysis of water sample services to ensure the Department meets and exceeds water quality parameters established by State and Federal Regulations.

STATEMENT OF THE ISSUE

On March 28, 2022, the Department opened the Request for Proposal (RFP) process to solicit bids for Testing and Analysis of Water Sample Services, which closed on April 28, 2022. The Department solicited quotes from three (3) reputable testing and analysis of water sample services companies.

The companies and responses are listed below:

<u>Vendor</u>	<u>Purchase Price</u>
Enthalpy Analytical	\$71,125.00
Clinical Lab of San Bernardino, Inc.	\$19,100.00
Weck Laboratories, Inc.	\$21,190.00

After a thorough review of the quotes submitted, staff has determined that Clinical Lab of San Bernardino, Inc. was deemed the lowest responsive and responsible bidder.

Although, the winning bid was \$19,100 we are requesting an additional 10% (\$1,910) as a contingency fee, which will cover any unforeseen sampling events that may occur throughout the Fiscal Year. The initial bid amount of \$19,100 includes the minimum amount of sampling required by State and Federal Regulations, but it does not include any additional sampling cost that may be accrued throughout the Fiscal Year, due to any adverse water quality sampling results. Therefore, the Department is requesting the additional funds for any additional sampling that may be required to be able to comply with State and Federal Regulations.

ALTERNATIVES

Staff does not recommend any alternatives.

FISCAL IMPACT

Funds in the amount of \$20,000 was allocated in the Fiscal Year 2022/2023 Budget. However, \$8,574 has been expended in the current fiscal year for mandated sampling and testing events that occurred between May 2022 and September 2022. Therefore, the Department is requesting to allocate additional funds in the amount of \$9,574 in the Department's Laboratory Fees Fund.

<u>Decrease Expenditure</u>	<u>Account Description</u>	<u>Amount</u>
5000-870-000-4235	Store Purchases	\$9,584.00
<u>Increase Expenditure</u>	<u>Account Description</u>	<u>Amount</u>
5000-870-000-4258	Laboratory Fees	\$9,584.00

RECOMMENDATION

Staff recommends that Council adopt the attached Resolution, which authorizes the City Manager to issue a purchase order to Clinical Lab of San Bernardino, Inc. in the amount of \$21,010.00 annually for Testing and Analysis of Water Sample Services for the following three (3) Fiscal Years, 2022-2023, 2023-2024, and 2024-2025.

VICTOR MEZA
WATER DEPARTMENT GENERAL MANAGER

APPROVED FOR FORWARDING:

THOMAS THOMAS
CITY MANAGER

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO
CLINICAL LAB OF SAN BERNARDINO, INC. FOR TESTING AND ANALYSIS
OF WATER SAMPLES IN THE AMOUNT OF TWENTY-ONE THOUSAND
TEN DOLLARS (\$21,010.00)**

WHEREAS, the the Municipal Water Department (Department) is responsible for overseeing the City’s utility services. The Production Division is responsible for the State and Federal mandated weekly, monthly, quarterly, and annual water quality testing of the water produced and delivered to the residents and businesses of the City of Compton; and

WHEREAS, the Department follows State and Federal Health Regulations concerning public water supplies; therefore, it is mandatory to acquire testing and analysis of water sample services to ensure the Department meets and exceeds water quality parameters established by State and Federal Regulations; and

WHEREAS, on March 28, 2022, the Department opened the Request for Proposal process to solicit bids for Testing and Analysis of Water Sample Services, which closed on April 28, 2022; and

WHEREAS, the Department solicited quotes from the following qualified testing and analysis of water sample companies:

Enthalpy Analytical	\$71,125.00
Clinical Lab of San Bernardino, Inc.	\$19,100.00
Weck Laboratories, Inc.	\$21,190.00

WHEREAS, staff has determined that Clinical Lab of San Bernardino, Inc. was deemed the lowest responsive and responsible bidder; and

WHEREAS, although, the winning bid was \$19,100, we are requesting an additional 10% (\$1,910) as a contingency fee, which will cover any unforeseen sampling events that may occur throughout the Fiscal Year; and

WHEREAS, the initial bid amount of \$19,100 includes the minimum amount of sampling required by State and Federal Regulations, but it does not include any additional sampling cost that may be accrued throughout the Fiscal Year, due to any adverse water quality sampling results. Therefore, the Department is requesting the additional funds for any additional sampling that may be required to comply with State and Federal Regulations; and

WHEREAS, funds in the amount of \$20,000 is allocated in the Fiscal Year 2022/2023 Budget. However, funds in the amount of \$8,574 has been expended in the current fiscal year for mandated sampling and testing events that occurred between May 2022 and September 2022. Therefore, the Department is requesting to allocate additional funds in the amount of \$9,584 in the Department’s Laboratory Fees Fund; and

WHEREAS, the Department is requesting to decrease expenditures in Account No. 5000-870-000-4235 (Store Purchases) in the amount of \$9,584 and increase expenditures in Account No. 5000-870-000-4258 (Laboratory Fees) in the amount of \$9,584.

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

SECTION 1: That the quote from Clinical Lab of San Bernardino, Inc. is hereby accepted and all of the other quotes are rejected.

SECTION 2: That the City Manager is hereby authorized to issue a purchase order to Clinical Lab of San Bernardino, Inc. in the amount of \$21,010.00 annually for Testing and Analysis of Water Sample Services for the following three (3) Fiscal Years, 2022-2023, 2023-2024, and 2024-2025.

SECTION 3. That appropriations in Account No. 5000-870-000-4235 (Store Purchases) be decreased by \$9,584 and appropriations in Account No. 5000-87-000-4258 (Laboratory Fees) be increased by \$9,584 for this expenditure.

SECTION 4. That \$21,010.00 be allocated in the Laboratory Fees Fund, on an annual basis for the duration of this agreement.

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 Water Department.

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

ADOPTED this _____ day of _____, 2022.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, do hereby certify that the 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 _____, 2022.

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



City of Compton
MUNICIPAL WATER DEPARTMENT

(310)605-5595
Fax (310)763-4567

COMPTON MUNICIPAL WATER DEPARTMENT

NOTICE INVITING BIDS

The City of Compton Municipal Water Department is seeking bids for Testing and Analysis for Water Samples for the next (3) three Fiscal Years, 2022-2023, 2023-2024, and 2024-2025. All prices quoted for goods and/or services listed shall remain fixed for three year from date of the signed contract.

It is understood that all services required for conducting analysis, and transporting of water samples is the responsibility of the Contractor to which the bid is awarded. All routine samples will be collected by City personnel on every Monday of the week and will be ready for pick up by 1:00 p.m.

It is the responsibility of the service provider to follow all protocol regarding time constraints and sample handling when relinquished by the city of Compton using the Chain of Custody form. It is further required that the service provider provide all bottles, labels, and transportation cooler as necessary to comply with sample preservation. The service provider will ensure all samples bottles will be delivered sufficient quantizes filled with the proper amount chemicals for the requested constituents to be analyzed. The laboratory is to notify the city by telephone any time a result has exceeded an MCL, a Coliform Positive, or a sample has been compromised.

For all the services provided above and analysis below (the price of each quantities multiplied by the unit price show on the bid sheet) will be provided for the year sum of:
\$ 19,100.00

BID SHEET

It is understood that all work required for the furnishing and delivery of the items listed is the responsibility of the Contractor to which the bid is awarded. All samples will be drawn by City personnel.



City of Compton
MUNICIPAL WATER DEPARTMENT

(310)605-5595
Fax (310)763-4567

<u>ANAYLYSIS</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>
Coliform Colilert P/A (Bacteriological)	1300	\$8.50
Coliform, MTF		
Heterotrophic HPC	100	\$7.50
Color	300	\$4.00
Odor	300	\$4.00
NTU	300	\$4.00
Mn Manganese		
Fe Iron		
TTHM	35	\$35.00
5 HAAs	35	\$65.00
Pb Lead	10	\$10.00
Cu Copper	10	\$10.00
Aggressive Index		
Alkalinity		
Total Hardness		
TDS		
TOC		



City of Compton
MUNICIPAL WATER DEPARTMENT

(310)605-5595
Fax (310)763-4567

Date: 04/25/2022

Company Name: Clinical Lab of San Bernardino, Inc

Address: 21881 Barton Road, Grand Terrace, CA 92313

Telephone Number: (909) 825-7693

Fax Number: (909) 825-7696

Signature: 

Steven Martinez / Laboratory Director

Print or Type name & Title of Person Signing

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF COMPTON
AND
CLINICAL LAB OF SAN BERNARDINO, INC**

1. IDENTIFICATION

This **PROFESSIONAL SERVICES AGREEMENT (“Agreement”)** is entered into by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as “City”) located at 205 South Willowbrook Avenue, Compton California 90220 and **CLINICAL LAB OF SAN BERNARDINO, INC.** (hereinafter referred to as “**Consultant**”) located at 21881 Barton Road, Grand Terrace, California 92313, (each a “Party and collectively, the “Parties”).

2. RECITALS

2.1 City has determined that it requires professional services from a consultant to provide Testing and Analysis of Water Sample

2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the performance by the Parties of the mutual covenants and conditions herein contained, the Parties hereto agree as follows:

3. DEFINITIONS

3.1 “Scope of Services”: Such professional services as are set forth and incorporated herein by this reference.

3.2 “Approved Fee Schedule”: Such compensation rates as are set forth in the Consultant’s April 28th 2022 proposal to City attached hereto as Exhibit “A.”

3.3 “Commencement Date”: July 1st 2022

3.4 “Expiration Date”: July 1st 2025

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement

Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the Parties or terminated in accordance with Section 22 below.

5. CONSULTANT'S SERVICES

5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of Nineteen Thousand One Hundred Dollars \$19,100.00 unless specifically approved in advance, in writing, by City.

5.2 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City.

6. COMPENSATION

6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.

6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten (10) business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty (30) calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

6.3 Payments for any services requested in writing by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Fees for such additional services shall be paid within sixty (60) days of the date Consultant issues an invoice to City for such services.

7. BUSINESS LICENSE

Consultant shall obtain a City business license prior to commencing performance under this Agreement.

8. COMPLIANCE WITH LAWS

Consultant shall keep informed of State, Federal and Local laws, ordinances, codes and regulations that in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Consultant shall at all

times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if Consultant is an out-of-state corporation or LLC, it must be qualified and registered to do business in the State of California pursuant to sections 2105 and 17708.02 of the California Corporations Code. The City, its officers and employees shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

9. CONFLICT OF INTEREST

Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both: (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute; and (ii) City has not consented in writing prior to Consultant's performance of such work.

10. PERSONNEL

Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant's services under this Agreement, but City reserves the right, for good cause, to require Consultant to exclude any employee from performing services on City's premises. Steven Martinez / Laboratory Director shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

11. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material ("written products") developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant. If any state, federal, or local law requires mandatory copyright protection for Consultant's work product, City shall comply with such laws to the extent feasible.

12. INDEPENDENT CONTRACTOR

12.1 Consultant is, and shall at all times remain as to City, a wholly independent

contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not at any time represent that it is, or that any of its agents or employees are, in any manner employees of City.

12.2 The Parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.

12.3 City shall not deduct from the Compensation paid to Consultant any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to Consultant. City shall have no responsibility to provide Consultant, its employees or subcontractors with workers' compensation insurance or any other insurance.

13. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data and any copies thereof shall be returned to City upon the termination or expiration of this Agreement.

14 NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES

No official or employee of the City shall be personally liable to Consultant in the event of any default or breach by City, or for any amount which may become due to Consultant.

15. INDEMNIFICATION

15.1 The Parties agree that City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to City. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.

15.2 To the full extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees,

affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice and expert witness fees and consultant fees.

15.3 City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 15 or related to Consultant's failure to either: (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

15.4 The obligations of Consultant under this Section 15 will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

15.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 15 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice and expert witness fees and consultant fees.

15.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

15.7 **PERS ELIGIBILITY INDEMNITY.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public

Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

16. INSURANCE

16.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

16.1.1 Comprehensive general liability, and Umbrella or Excess Liability Insurance covering all operations by or on behalf of Consultant providing insurance for bodily injury liability and property damage liability for the following and including coverage for:

- 16.1.1.1 Premises, operations, and mobile equipment
- 16.1.1.2 Products and completed operations
- 16.1.1.3 Broad form property damage (including completed operations)
- 16.1.1.4 Explosion, collapse, and underground hazards
- 16.1.1.5 Personal Injury
- 16.1.1.6 Contractual liability

in the amount of One Million Dollars (\$1,000,000) per occurrence combined single limit; Two Million Dollars (\$2,000,000) aggregate for products/completed operation; Two Million Dollars (\$2,000,000) general aggregate (General aggregate must apply separately to Consultant's work under this Agreement.); and Five Million Dollars

(\$5,000,000) umbrella or excess liability.

16.1.2 Automobile Liability Insurance for owned, hired and non-owned vehicles utilized by Consultant, its employees or subcontractors, in the amount of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

16.1.3 Worker's Compensation Insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease.

16.1.4 Professional Liability Insurance against errors and omissions in the performance of the work under this Agreement with coverage limits of not less than One Million Dollars (\$1,000,000) per occurrence of claim/ Two Million Dollars (\$2,000,000) in the aggregate.

16.2 Consultant shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

16.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.

16.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect City may either: (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

16.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and, for the general liability and automobile liability policies, naming the City as an additional insured. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).

16.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall provide such proof to City at least two weeks prior to the expiration of the coverages.

16.7 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure

of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

16.8 The general liability and automobile policies of insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

16.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.

16.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

16.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 15 of this Agreement.

16.12 If Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

17. MUTUAL COOPERATION

17.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available to City for the proper performance of Consultant's services under this Agreement.

17.2 In the event any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require.

18. RECORDS AND INSPECTIONS

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

19. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

20. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile, email, or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the Parties may, from time to time, designate in writing).

If to City:

City of Compton
Victor Meza, General Manager
205 S. Willowbrook Ave
Compton, CA. 90220
(310) 605-5555

If to Consultant:

Steven Martinez, Laboratory
Director
Clinical Lab of San Bernardino, Inc
21881 Barton Rd.
Grand Terrace, CA. 92313

With a courtesy copy to:

City of Compton
City Manager
205 S. Willowbrook Ave.
Compton, CA. 90220

21. SURVIVING COVENANTS

The Parties agree that the covenants contained in Sections 13, 15 and Paragraph 17.2 of Section 17, of this Agreement shall survive the expiration or termination of this Agreement.

22. TERMINATION

22.1. City shall have the right to terminate this Agreement for any reason on five (5) calendar days' written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty (60) calendar days' written notice to City. The effective date of termination shall be upon the date specified in the notice of

termination. Consultant agrees that in the event of such termination, City's obligation to pay Consultant shall be limited to payment only for those services satisfactorily rendered, as solely determined by the City, prior to the effective date of termination. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

22.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed, as solely determined by the City, at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

23. ASSIGNMENT

Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any Party other than Consultant.

24. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

24.1 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or employment applicant because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. Consultant will take affirmative action to ensure that subcontractors, employees, and employment applicants are treated without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

24.2 Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

24.3 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

25. WARRANTIES

25.1 Each Party has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement, or been provided with an opportunity to receive independent legal advice and has freely and voluntarily

waived and relinquished the right to do so. Each Party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such Party's failure to perform under this Agreement.

25.2 In executing this Agreement, each Party has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever.

25.3 It is agreed that each Party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either Party has the full right and authority to fully commit and bind such Party to the provisions of this Agreement.

26. CAPTIONS

26.1 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement.

26.2 Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

27. NON-WAIVER

27.1 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

27.2 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of

of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the Parties. Amendments hereto or deviations here from shall be effective and binding only if made in writing and executed by City and Consultant.

TO EFFECTUATE THIS AGREEMENT, the Parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

"CITY"
CITY OF COMPTON
Recommended for Approval by:



Victor Meza, General Manager
Municipal Water Department

Dated: 10-19-2022

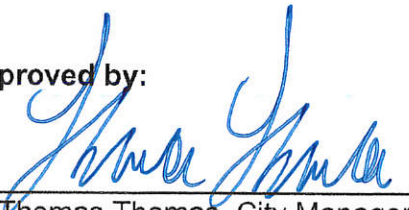
"CONSULTANT"
Clinical Lab of San Bernardino, Inc.



Steven Martinez, Laboratory Director

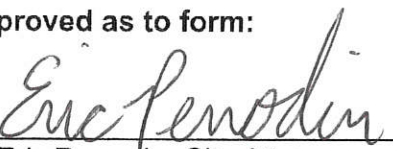
Dated: 10/19/2022

Approved by:

By 
Thomas Thomas, City Manager

Dated: 10-19-22

Approved as to form:

By 
Eric Perrodin, City Attorney

Dated: 10-19-22

ATTEST:

Dated: _____

By _____
Alita Godwin, City Clerk

EXHIBIT A
SCOPE OF SERVICES

Consultant will provide water quality analysis and reporting services.

EXHIBIT B
APPROVED FEE SCHEDULE

<u>ANAYLYSIS</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>
Coliform Colilert P/A (Bacteriological)	1300	\$8.50
Coliform, MTF		
Heterotrophic HPC	100	\$7.50
Color	300	\$4.00
Odor	300	\$4.00
NTU	300	\$4.00
Mn Manganese		
Fe Iron		
TTHM	35	\$35.00
5 HAAs	35	\$65.00
Pb Lead	10	\$10.00
Cu Copper	10	\$10.00
Aggressive Index		
Alkalinity		
Total Hardness		
TDS		
TOC		

December 13, 2022

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF COMPTON AND CITY VENTURES HOMEBUILDING, LLC, A DELAWARE LIMITED LIABILITY COMPANY, TO ENABLE THE DEVELOPMENT OF A 60-UNIT HOUSING PROJECT ON THAT CERTAIN LAND LOCATED AT 930 WEST COMPTON BOULEVARD, COMPTON, CALIFORNIA

SUMMARY

Staff requests adoption of an Ordinance to approve a development agreement between the City of Compton and City Ventures Homebuilding, LLC related to 930 W Compton Boulevard. The already approved housing project consists of a gated 60-unit housing project composed of single-family attached condominiums, with ten of the condominiums restricted for sale to moderate income households at affordable sales prices, and open space and other improvements (the "Project").

The last remaining item for this project is to adopt a development agreement between the City and the Applicant pertaining to the Property in accordance with the development agreement terms set forth in the already approved Purchase and Sale Agreement, and includes a payment of \$400,000 to the City as part of this agreement.

BACKGROUND:

To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted the Development Agreement Act (Government Code Sections 65864 through 65869.5), which authorizes any city to enter into binding development agreements establishing certain development rights in real property with persons having legal or equitable interests in such property. A development agreement is a voluntary contract between a local jurisdiction and a person who owns or controls property within the jurisdiction and must comply with the requirements set forth in the Development Agreement Act.

The City of Compton (the "City") owns an approximately 2.45-acre site located at 930 W. Compton Boulevard in the City of Compton (bounded by West Compton Boulevard to the north, West 151 street to the south, South Kemp Avenue to the east, and South Dwight Avenue to the west) (the "Property"). The City and the Applicant, City Ventures Homebuilding, LLC, have entered into a Purchase and Sale Agreement dated as of April 15, 2019, as amended by the First Amendment to Purchase and Sale Agreement dated as of December 23, 2020 (as amended, the "PSA"). Pursuant to the PSA, the City agrees to convey the Property to the Applicant pursuant to and in accordance with the terms and conditions (including but not limited to, construction requirements, affordable housing requirements, and transfer restrictions) set forth in the PSA. One of the

conditions to the close of escrow is that there be an executed and effective development agreement between the City and the Applicant pertaining to the Property in accordance with the development agreement terms set forth in the PSA.

On October 19, 2022, the Planning Commission held a special meeting to consider this item. There was limited discussion on the matter, with questions centering around the sale price of the property. A motion was made to adopt the resolution, but the item was a tie of 2-2-0 (with one commissioner absent). No motion was made to deny the project. Therefore, there is no recommending resolution from the Planning Commission.

STATEMENT OF THE ISSUE:

The Development Agreement proposed between the City and the Applicant would vest the Applicant's rights to develop in accord with any approvals of the Project that have been or may be granted for a specific period of time, along with other terms. The following are some of the significant elements of the Development Agreement:

- The term of the Development Agreement is for seven years with the potential for extension for one year or more provided that the total extension period does not exceed three years (Section 5 of the Development Agreement; Government Code Section 65865.2).
- The City shall conduct annual reviews to determine whether the Applicant is acting in good faith compliance with the terms of the Development Agreement and may order a special periodic review at any time (Section 24 of the Development Agreement; Government Code Section 65865.1).
- The permitted uses of the Property, the density and intensity of use, the maximum height and size of the proposed buildings, parking requirements, setbacks, development standards, provisions for reservation or dedication of land for public purposes, and location of public improvements, and the design, improvement, construction and other guidelines, standards and specifications applicable to the development of the Property (Development Agreement Section 2; Government Code Section 65865.2).
- The Applicant shall pay to the City a Development Agreement Fee of \$400,000 at or prior to the close of escrow pursuant to the PSA (Development Agreement Section 10).

Environmental Review:

The Project, including the Development Agreement, has been environmentally reviewed pursuant to the provisions of the California Environmental Quality Act (Public Resources Code Sections 21000, et seq. ("CEQA"), the State CEQA Guidelines (California Code of Regulations, Title 14, Sections 15000, et seq.), and the City's Local CEQA Guidelines. Mitigated Negative Declaration No. 951 ("MND") was prepared and made available for agency and public review and comment for a 20-day period beginning on November 16, 2021 and ending on December 5, 2021. The MND considers the potential environmental impacts that could occur as a result of the Project. Based on the analysis contained in the MND and other evidence in the record, the City Council, exercising its independent judgment, previously found that the Project will not have a significant environmental impact with the adoption of the identified mitigation measures, and adopted the MND and adopted the Mitigation Monitoring and Reporting Program which is attached to this

**Staff Report – 930 W Compton Development Agreement
December 13, 2022, page 3 of 3**

Resolution. Mitigated Negative Declaration No. 951 (MND) and Mitigation Monitoring and Reporting Program were prepared in connection with the Project, made available for public review and comment for a 20-day period commencing on November 16, 2021 and ending on December 6, 2021, and approved by the City Council on June 28, 2022.

NOTICING

Notice of the public hearing was published and mailed in accordance with Government Code Sections 65867, 65090 and 65091. Public hearing notices were sent to both owners and occupants within a 500-foot radius on October 20, 2022. Notice was also published in the Compton Bulletin on October 12, 2022. As of October 25, 2022, no other correspondence either for or against the project have been received.

FISCAL IMPACT:

The fiscal impact of this agreement will be \$400,000 in revenue to be allocated to the Equipment Rental Fund reserved for future use.

RECOMMENDATION:

Staff supports the proposed Development Agreement and would recommend that the City Council adopt the associated Ordinance to approve the proposed Development Agreement.

**THOMAS THOMAS,
CITY MANAGER**

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF COMPTON AND CITY VENTURES HOMEBUILDING, LLC, A DELAWARE LIMITED LIABILITY COMPANY, TO ENABLE THE DEVELOPMENT OF A 60-UNIT HOUSING PROJECT ON THAT CERTAIN LAND LOCATED AT 930 WEST COMPTON BOULEVARD, COMPTON, CALIFORNIA

THE CITY COUNCIL OF THE CITY OF COMPTON HEREBY ORDAINS AS FOLLOWS:

Section 1. City Ventures Homebuilding, LLC, a Delaware limited liability company ("Developer"), proposes to enter into a development agreement with the City of Compton (herein, the "Development Agreement"), which is attached to this Ordinance as Exhibit "A," in connection with the development of a 60-unit housing project consisting of single-family attached townhomes, with ten of the townhomes restricted for sale to moderate income households at affordable sale prices, on that certain land located at 930 West Compton Boulevard, Compton, California, and described in the legal description on file in the City Clerk's office and incorporated herein by reference (the "Project").

Section 2. Government Code Section 65864 authorizes the City to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property in order to, among other matters: ensure high quality development in accordance with comprehensive plans; provide certainty in the approval of development projects so as to avoid the waste of resources and the escalation in the cost of housing and other development to the consumer; provide assurance to the applicants for development projects that they may proceed with their projects in accordance with existing policies, rules and regulations and subject to conditions of approval, in order to strengthen the public planning process and encourage private participation in comprehensive planning and reduce the private and public economic costs of development.

Section 3. The Project, including this Ordinance and the Development Agreement, has been environmentally reviewed pursuant to the provisions of the California Environmental Quality Act (Public Resources Code Sections 21000, *et seq.* ("CEQA"), and the State CEQA Guidelines (California Code of Regulations, Title 14, Sections 15000, *et seq.*). Mitigated Negative Declaration No. 951 ("MND") was prepared and made available for agency and public review and comment for a 20-day period beginning on November 16, 2021 and ending on December 5, 2021. The MND considers the potential environmental impacts that could occur as a result of the Project. Based on the analysis contained in the MND and other evidence in the record, the City Council, exercising its independent judgment, previously found that the Project will not have a significant environmental impact with the adoption of the identified mitigation measures, and adopted the MND and adopted the Mitigation Monitoring and Reporting Program which is on file in the Community Development Department. The City Council hereby finds and determines that the Development Agreement is within the scope of the MND and there are no changes to the Project or its circumstances, or other new information that require further environmental analysis pursuant to the California Environmental Quality Act. The City Council hereby finds and determines, in light of the whole record, and in its independent judgment, that there is no substantial evidence that further environmental analysis is necessary for the Project, and the City Council hereby finds the MND as adopted by the City Council sufficient for taking action on the Development Agreement. The documents and copies of all relevant material, including the proposed Development Agreement and the MND, are on file in the Community Development Department, and can be reviewed by any interested person at 205 South Willowbrook Avenue, California 90220.

Section 4. On October 12, 2022, the Planning Commission was supposed to hold a public hearing to consider the Development Agreement. Notice of the time, place and purpose of the public hearing was duly provided in accordance with California Government Code Sections 65867, 65090, and 65091, and the City's ordinances. There was no quorum at that meeting, so the item was continued to a special meeting held on October 19, 2022. At the conclusion of the public hearing, the Planning Commission deadlocked in a tie and did not make a formal recommendation to the City Council.

Section 5. On December 6, 2022, the City Council conducted a duly noticed public hearing to consider the Development Agreement. Notice of the time, place and purpose of the public hearing were duly provided in accordance with California Government Code Sections 65867, 65090 and 65091, and the City's ordinances.

Section 6. The City Council finds that the provisions of the Development Agreement are consistent with the City of Compton General Plan and comply with its objectives and policies. The Development Agreement is consistent with and implements the objectives of the General Plan policies.

Section 7. The City Council hereby approves the Development Agreement, found on file with the City Clerk, and authorizes the City Manager to execute the Development Agreement on behalf of the City.

Section 8. No later than ten (10) days after the effective date of this Ordinance, the City Clerk shall record with the County Recorder a copy of the Development Agreement and the notice shall describe the land to which such contract applies.

Section 9. The City Clerk is hereby directed to cause a summary of this Ordinance to be published in a newspaper of general circulation published and circulated in the City in accordance with Section 36933 of the Government Code; and shall certify to the adoption of this Ordinance.

Section 10. This Ordinance shall go into effect and be in full force on the thirty-first (31st) day after its passage.

Section 11. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Ordinance and shall cause same to be published as required by law.

ADOPTED this _____ day of _____ 2022.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

**STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON**

ORDINANCE NO. _____
Page 3

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Ordinance was adopted by the City Council, signed by the Mayor, and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2022.

That said Ordinance 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

RECORDING REQUESTED BY:
CITY OF COMPTON

WHEN RECORDED MAIL TO:

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

Assessor's Parcel Map No.: 6161-001-902

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "**Agreement**") is made by and between the CITY OF COMPTON, a California municipal corporation ("**City**"), and CITY VENTURES HOMEBUILDING, LLC, a Delaware limited liability company ("**Developer**"). City and Developer are individually referred to herein as a "Party" and collectively referred to as the "**Parties**".

RECITALS

This Agreement is made and entered into with regard to the following facts, each of which is acknowledged as true and correct by the Parties to this Agreement.

A. This Agreement authorizes the development of that certain land located at 930 West Compton Boulevard, Compton, California, as described on Exhibit "A" attached hereto and incorporated herein by reference (the "**Property**"), as further defined in this Agreement.

B. The Property that is the subject of this Agreement is approximately 2.457 acres in size, is referred to as Assessor's Parcel No. 6161-001-902, and is further described in Exhibit "A". Developer has acquired legal or equitable interest in the Property for the development of the Property as provided in this Agreement.

C. Developer has applied to City for approval of this mutually binding Development Agreement, pursuant to the provisions of the Development Agreement Act (as hereafter defined), and other applicable laws.

D. In anticipation of the development of the Project (as hereafter defined), Developer has received the following approvals on June 28, 2022: GENERAL PLAN AMENDMENT CASE NO. 21-001, CONDITIONAL USE PERMIT CASE NO. 21-008, CHANGE OF ZONE CASE NO. 21-003, TENTATIVE TRACT MAP NO. 82807 and MITIGATED NEGATIVE DECLARATION NO. 950.

E. The City Council has specifically considered the advantages and impacts of this Project upon the welfare of City and believes that the Project will benefit City.

F. This Agreement eliminates uncertainty in planning and provides for the orderly development of the Project in a manner consistent with City's Zoning Regulations (as hereafter defined), the Applicable Rules (as hereafter defined) and the General Plan (as hereafter defined).

G. To provide such certainty, City desires, by this Agreement, to provide Developer with assurance that Developer can proceed with development of the Project with the uses, density and other land use characteristics specified in the Project Approvals (as hereafter defined). Neither Developer nor City would enter into this Agreement, or agree to provide the public benefits and improvements described herein, without the agreement that the Project can be developed, during the term of this Agreement, with the uses, density and other land use characteristics specified in the Project Approvals.

H. City has determined that, as a result of the development of the Project in accordance with the Project Approvals (as hereafter defined) and this Agreement, substantial benefits will accrue to the public, including but not limited to the Developer's obligations set forth in Section 10 of this Agreement.

I. On October 19, 2022 pursuant to the requirements of the Development Agreement Act, the Planning Commission of the City of Compton ("**Planning Commission**") conducted a hearing on Developer's application for this Agreement. The Planning Commission did not make a recommendation after a motion to recommend adoption failed to pass by a vote of 2-2-0 (1 absent).

J. On November 1, 2022, pursuant to the requirements of the Development Agreement Act, the City Council of the City of Compton (the "**City Council**") conducted a hearing on Developer's application for this Agreement.

K. The City Council has found and determined that this Agreement is consistent with the City's General Plan and all other plans, policies, rules and regulations applicable to the Project.

L. On November 1, 2022, the City Council adopted Ordinance No. [####] approving this Agreement, and such ordinance became effective on [Month] [Date], 2022.

M. By resolution No. [####] adopted by the City Council on June 28, 2022, the City Council approved a Mitigated Negative Declaration No. 951 (MND) and Mitigation Monitoring and Reporting Program in connection with the Project, which were made available for public review and comment for a 20-day period commencing on November 16, 2021 and ending on December 6, 2021.

AGREEMENT

NOW THEREFORE, pursuant to the authority contained in the Development Agreement Act, as applied to City, and in consideration of the mutual promises and covenants herein contained and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows:

1. Definitions. For all purposes of this Agreement, except as otherwise expressly provided herein, or unless the context of this Agreement otherwise requires, the following words and phrases shall be defined as is set forth below:

(a) **“Applicable Rules”** means the rules, regulations, ordinances, resolutions, codes, guidelines, and officially adopted procedures and official policies of City governing the use and development of real property, including, but not limited to, City’s Zoning Regulations and building regulations, adopted as of the Effective Date (as hereafter defined). Among other matters, the Applicable Rules set forth and govern the permitted uses of land, the density or intensity of use, subdivision requirements, the maximum height and size of proposed buildings, parking requirements, setbacks, and development standards, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction guidelines, standards and specifications applicable to the development of the Property.

(b) **“Building Permit”** means a permit issued by City pursuant to Chapter 14 of the Compton Municipal Code to authorize construction of a building or other structure. “Building Permit” shall not include a demolition permit or excavation and shoring permit, but shall include a foundation permit.

(c) **“Business Days”** means any day other than a Saturday, Sunday or California or federal holiday on which banks in the City are customarily closed.

(d) **“CEQA”** means the California Environmental Quality Act (California Public Resources Code Section 21000 et seq.), as it now exists or may hereafter be amended.

(e) **“Certificate of Occupancy”** means any of the following with respect to any portion of the Project (as hereafter defined): (i) a permanent Certificate of Occupancy, (ii) a temporary Certificate of Occupancy or (iii) a Certificate of Completion, if requested by Developer and issued by City, as to an improvement in which the base, core and shell have been completed, but the improvement is not ready for occupancy due to Developer’s electing to defer the completion of tenant improvements, or the interior portions of individual condominium units (e.g., kitchens, baths or finishes which are intended to be customized at a later date).

(f) **“Conditions of Approval”** shall mean the conditions of approval imposed by City upon the Project Approvals.

(g) **“Developer Fees”** shall mean those fees established, adopted, or imposed by City pursuant to Sections 66000 through 66008, of the Government Code of the State of California or the California Subdivision Map Act to offset the impact of development on City’s capital facilities. Such fees may include impact fees, linkage fees, exactions, assessments, fair share charges, or other similar impact fees imposed by City on or in connection with new development. Developer Fees do not mean or include Processing Fees.

(h) **“Development Agreement”** or “Agreement” means this Agreement.

(i) **“Development Agreement Act”** means Article 2.5 of Chapter 4 of Division I of Title 7 (Sections 65864 through 65869.5) of the California Government Code (as the same may be amended and/or re-codified from time to time).

(j) **“Development Agreement Fee”** shall mean a public benefit fee to be paid by Developer as set forth in Section 10(d) of this Agreement.

(k) **“Discretionary Action(s)”** or **“Discretionary Approval(s)”** means an action which requires the exercise of judgment, deliberation or discretion on the part of City, including any board, agency, commission or department and any officer or employee thereof, in the process of approving or disapproving a particular activity, as distinguished from a Ministerial Permit (as defined herein) or Ministerial Approval (as hereafter defined).

(l) **“Effective Date”** shall mean the date the City’s Ordinance adopting this Agreement has taken effect and the date this Agreement is recorded in the official records of the Los Angeles County Recorder, whichever date occurs first.

(m) **“General Plan”** means the General Plan of City, as it exists as of the Effective Date.

(n) **“Ministerial Permit(s),”** or **“Ministerial Approval(s)”** means a permit or approval, including, but not limited to, building permits, grading permits, zone clearances, and certificates of occupancy, which requires City, including any board, agency, commission or department or any officer or employee thereof, to determine whether there has been compliance with applicable rules, statutes, ordinances, Conditions of Approval, and/or regulations, as distinguished from an activity which is included in the definition of Discretionary Action or Discretionary Approval.

(o) **“Mortgage”** means any mortgage, deed of trust, encumbrance, sale leaseback or other security interest encumbering all or any portion of the Property, given by Developer for the purpose of securing funds to be used for financing the acquisition of the Property or any portion thereof, the construction of improvements thereon and/or any other expenditures reasonably necessary and appropriate to develop the Project (as hereafter defined).

(p) **“Mortgagee”** means the holder of the beneficial interest under any Mortgage.

(q) **“Processing Fees”** means all processing fees and charges required by City that are applied uniformly to all construction or development related activity including, but not limited to, fees for land use applications, Building Permit applications, Building Permits, grading permits, hauling permits, encroachment permits, demolition permits, subdivision or parcel maps, lot line adjustments, street vacations, inspections, certificates of occupancy and plan check. Processing Fees shall not mean or include Developer Fees. In addition, any and all fees payable under the current Applicable Rules shall be deemed to be included within the term “Processing Fees” and not to be included within the term “Developer Fees,” whether the same are payable upon issuance of a Building Permit, upon connection of a utility or upon issuance of a Certificate of Occupancy.

(r) **“Project”** means a 60-unit housing project consisting of single-family attached townhomes with ten of the townhomes restricted for sale to moderate income households at affordable sales prices, as modified by the Project Approvals.

(s) **“Project Approvals”** shall include, collectively, GENERAL PLAN AMENDMENT CASE NO. 21-001, CONDITIONAL USE PERMIT CASE NO. 21-008, CHANGE OF ZONE CASE NO. 21-003, TENTATIVE TRACT MAP NO. 82807 and MITIGATED

NEGATIVE DECLARATION NO. 950, approved by the City Council on June 28, 2022, and shall include any Subsequent Project Approvals (as hereafter defined). “**Property**” means the real property described in Exhibit “A”.

(t) “**Reserved Powers**” means the power and authority of City to enact regulations and/or take Discretionary Action if the same is expressly found by City to be necessary to protect residents of City, those employed in the City, or visitors to City, from a condition that is dangerous to public health or safety or if the same is required to comply with California or federal laws (whether enacted previous or subsequent to the Effective Date of this Agreement). Reserved Powers also include the power and authority of City to enact regulations that apply generally to residential and mixed use projects within the City, provided that such regulations do not impact the density, height, or square footage of the Project permitted by the Project Approvals, or change the number of affordable housing units required in the Project or the affordability level requirements for those units.

(u) “**Subsequent Land Use Regulations**” means any change in or addition to the Applicable Rules adopted after the Effective Date of this Agreement, including, without limitation, any change in any applicable general or specific plan, zoning, subdivision, or building regulation, including, without limitation, any such change by means of an ordinance, initiative, resolution, policy, order or moratorium, initiated or instituted for any reason whatsoever by the Mayor, City Council, Planning Commission or any other board, agency, commission or department of City, or any officer or employee thereof, or by the electorate, as the case may be, which would, absent this Agreement, otherwise be applicable to the Project.

(v) “**Subsequent Project Approvals**” shall mean further Discretionary Actions or Discretionary Approvals, Ministerial Permits and Ministerial Approvals required to carry out the Project as approved on June 28, 2022 including, without limitation, any subdivision, design review, or amendments to the Project Approvals. Following adoption or approval, a Subsequent Project Approval shall become a Project Approval.

(w) “**Zoning Regulations**” shall mean the official zoning regulations of City adopted as of the Effective Date of this Agreement.

2. Recitals of Premises, Purpose and Intent.

(a) State Enabling Statute. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted the Development Agreement Act which authorizes any city to enter into binding development agreements establishing certain development rights in real property with persons having legal or equitable interests in such property. Section 65864 of the Development Agreement Act expressly provides as follows:

“The Legislature finds and declares that:

(a) The lack of certainty in the approval of development projects can result in a waste of resources, escalate the cost of housing and other development to the consumer, and discourage investment in and a commitment to comprehensive planning which would make maximum efficient utilization of resources at the least economic cost to the public.

(b) Assurance to the applicant for a development project that upon approval of the project, the applicant may proceed with the project in accordance with existing policies, rules and regulations, and subject to Conditions of Approval will strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic cost of development.”

Notwithstanding the foregoing, to ensure that City remains responsive and accountable to its residents while pursuing the benefits of development agreements contemplated by the Legislature, City accepts restraints on its police powers contained in development agreements only to the extent and for the duration required to achieve the mutual objectives of the Parties.

(b) The Project. Developer intends to develop the Property as described in the Project Approvals and the final plans submitted to City, subject to the Applicable Rules, the Project Approvals, and the Conditions of Approval. The Parties hereby agree that, for the term of this Agreement, the permitted uses, the density and intensity of use, the maximum height and size of proposed buildings, parking requirements, setbacks, and development standards, provisions for reservation or dedication of land for public purposes and location of public improvements, and the design, improvement, construction and other guidelines, standards and specifications applicable to the development of the Property shall be those set forth in the Project Approvals, the Applicable Rules and this Agreement, including the Conditions of Approval.

3. Property Subject to Agreement. This Agreement shall apply to all of the Property.

4. Application of Agreement. This Agreement shall apply to the development and use of the Property. Such development shall be in accordance with the Project Approvals, as the same may lawfully be amended from time to time other than by initiative, and this Agreement.

5. Term of Agreement. The initial term of this Agreement shall commence on the Effective Date, and shall continue for seven (7) years. In addition to the above, at any time, the term may be extended by Developer for one year or more provided that the total extension period does not exceed three years. An extension by Developer pursuant to the prior sentence shall be effective upon written request of Developer provided to City at least ten (10) days before the expiration of the term (including any previous extension) and a concurrent payment to City of the following amounts: for the first year of extension, Developer shall pay twenty-five thousand dollars (\$25,000), for the second year of extension, Developer shall pay fifty thousand dollars (\$50,000), and for the third year of extension, Developer shall pay seventy-five thousand dollars (\$75,000).

6. Timing of Development. The Parties acknowledge that Developer cannot at this time predict when or if the Property will be developed. Such decisions depend upon numerous factors that are not within the control of Developer. Because the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo* (1984) 37 Cal. 3d 465, (the “**Pardee Case**”) that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties’ agreement, it is the Parties’ intent to cure that deficiency by acknowledging and providing that Developer shall have the right to develop the Property consistent with the Project Approvals and the Conditions of Approval in such order and at such rate and at such times as Developer deems appropriate within the exercise of its sole and subjective business judgment during the term of this Agreement. This provision shall be broadly

construed to provide Developer the greatest amount of time and flexibility (in light of the Pardee Case and/or any other similar or distinguishing cases) as necessary or appropriate to permit Developer to complete the development of the Project irrespective of later adopted rules, regulations or initiatives which would otherwise restrict Developer's time to complete the Project.

7. Permitted Uses; Density; Building Heights and Sizes; Required Dedications. City and Developer hereby agree that the permitted uses of the Property, the density and intensity of such uses, the maximum heights and sizes of the buildings and improvements to be constructed on the Property, and the reservation and dedication of land for public purposes, if any, required in connection with the development of the Property shall be as set forth in and consistent with the Project Approvals, as they may be lawfully amended from time to time other than by initiative. Developer shall not cause or permit any use of the Property that is not permitted by the Project Approvals, and shall not cause or permit the construction of any building or improvement that exceeds the maximum density, building heights and/or building sizes set forth in or otherwise required by the Project Approvals, as they may be lawfully amended from time to time other than by initiative.

8. Developer's Rights. Developer shall have and is hereby vested with the rights, during the term of this Agreement, to develop the Project as set forth in the Project Approvals, as they may be lawfully amended from time to time other than by initiative, all of which are hereby incorporated in this Agreement by reference. Developer agrees that any proposals for subdivision of the Project site shall be through tentative subdivision maps and not by vesting tentative subdivision maps.

9. Changes in Applicable Rules.

(a) Non-Application of Changes in Applicable Rules. The adoption of any Subsequent Land Use Regulations after the Effective Date of this Agreement, or any change in, or addition to, the Applicable Rules (other than changes in Processing Fees and taxes), including, without limitation, any changes in the General Plan or the Zoning Regulations (including any regulation relating to the timing, sequencing, or phasing of the Project or construction of all or any part of the Project), and any changes in Developer Fees (which expression "**changes in Developer Fees**" includes under this Agreement new or additional Development Fees), adopted after the Effective Date of this Agreement, including, without limitation, any such change by means of ordinance, initiative, resolution, motion, policy, order or moratorium, initiated or instituted for any reason whatsoever and adopted by any board, agency, commission or department of City, or by the electorate, as the case may be, which would, absent this Agreement, otherwise be applicable to the Project shall not be applied to the Project during the term of this Agreement unless such changes represent an exercise of City's Reserved Powers. Notwithstanding the foregoing, if Developer has not obtained its first Building Permit and commenced construction of the Project within five (5) years of the Effective Date, the Project shall be subject to all changes in Developer Fees adopted by City between the Effective Date and the commencement of the construction of the Project. Said five (5) year period for the commencement of construction shall be extended during the period of any "**Permitted Delay**" under Section 30 below which occurs after the issuance of the first Building Permit.

(b) Changes in Uniform Codes. Notwithstanding any provision of this Agreement to the contrary, development of the Project shall be subject to changes occurring from time to time in the provisions of City's building, mechanical, plumbing, electrical regulations and similar regulations

which are based on the recommendations of a multi-state professional organization and become applicable throughout City, including, but not limited to, the California Building Code, and other similar or related uniform codes.

(c) Changes Mandated by Federal or California Laws or Regulations. Changes in, or additions to, the Applicable Rules adopted or made operative on or after the Effective Date shall apply to the Project if such changes or additions are specifically mandated to be applied to developments such as the Project, irrespective of vested rights, by applicable California or federal laws or regulations as provided in California Government Code Section 65869.5 or any successor provision or provisions. Where City or Developer believes that such a change or addition exists, that Party shall provide the other Party hereto with a copy of such California or federal law or regulation and a statement of the nature of its conflict with the provisions of the Applicable Rules and/or of this Agreement. The City's determination as to the applicability of the change or addition to California or federal laws to the Project shall be final and conclusive. However, nothing in this Agreement shall deprive Developer of the rights possessed by any other property owner, absent vested rights, to challenge the appropriateness of the application to the Project of the change or addition. In the event such changes in the law prevent or preclude compliance with one or more of the provisions of the Agreement, such provisions of the Agreement shall be modified or suspended or performance thereof delayed, as may be necessary to comply with such changes in the law.

(d) Changes in Processing Fees and Taxes Under Applicable Rules. The Project shall be subject to any increase in taxes and Processing Fees imposed by City, provided that such a change is applied on a Citywide basis.

(e) California Health and Safety Regulations. Nothing in the Development Agreement shall prevent the application of health and safety regulations that become applicable to the City as a whole.

(f) Utility Undergrounding. Notwithstanding anything in this Agreement to the contrary, in no event shall Developer be required to underground the above-ground utility lines along Compton Boulevard.

10. Developer's Obligations.

(a) Conditions of Approval. Developer shall comply with the Conditions of Approval.

(b) Fees Associated with Construction. Developer agrees to pay all fees associated with the construction of the Project, including land use approvals, development fees, taxes and Processing Fees, including City plan check fees, building inspection fees, and permit fees at the rate and amount associated with such fees in effect at the time application is made for such approvals or permits. Developer will be exempt from any changes to Development Fees; during the term of this Agreement, as it may be extended.

(c) Development Agreement Fee. Developer shall pay to City a Development Agreement Fee of \$400,000 at or prior to the close of escrow pursuant to the Purchase and Sale Agreement between the City and Developer.

11. Building Permit Issuance. City shall be under no obligation to issue a Building Permit for the Project until: (i) all the fees due before issuance of a Building Permit have been fully paid or otherwise fulfilled; and (ii) any lender whose lien is prior and superior to the lien created by this Agreement or any conveyance or covenant required by this Agreement shall have agreed to subordinate its lien to the lien, conveyances and covenants created and required by this Agreement.

12. Default. Failure by City or Developer to perform any term or provision of this Agreement for a period of thirty (30) days from the receipt of written notice thereof from the other shall constitute a default under this Agreement, subject to extensions of time by mutual consent in writing. Said notice shall specify in detail the nature of the alleged default and the manner in which said default may be satisfactorily cured. If the nature of the alleged default is such that it cannot reasonably be cured within such thirty (30)-day period, the commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure within such period. Notwithstanding the above, failure to make a Development Agreement Fee payment shall not constitute a default by Developer if City has presented the Payment Security provided pursuant to Section 10 and been paid the amount of the applicable portion of the Development Agreement Fee by the issuer of the Payment Security.

Subject to the foregoing, after notice and expiration of the thirty (30)-day period without cure, the notifying party, at its option, shall have all rights and remedies provided by law and/or may give notice of intent to terminate this Agreement pursuant to Government Code Section 65868 (as the same section may be amended and/or re-codified from time to time). Following such notice of intent to terminate, the matter shall be scheduled for consideration and review by the City Council within thirty (30) calendar days in the manner set forth in Government Code Sections 65867 and 65868 (as the same sections may be amended and/or re-codified from time to time). Following consideration of the evidence presented in said review before the City Council and a determination that a default exists, the Party alleging the default by the other Party may give written notice of termination of this Agreement to the other Party. Upon any such termination, the respective rights, duties and obligations of the Parties hereto shall without further action cease as of the date of such termination (except as to duties and obligations that arose prior to the date of such termination). In no event shall monetary damages be available against City for any alleged default or breach by City. In no event shall consequential damages be available against Developer or any seller of any portion of the Property for any alleged default or breach of this Agreement.

13. Termination and Expiration. Upon the expiration of the term or termination of this Agreement, this Agreement shall terminate and be of no further force or effect; provided, however, such termination shall not affect Developer's obligations under Section 10, nor the obligation to pay any claim of any Party hereto arising out of the provisions of this Agreement prior to the effective date of such termination. The obligations under Section 10 and the obligation to pay any claim arising before the effective date of termination shall continue after termination in perpetuity or until completed.

14. Transfers of Interests in Property or Agreement. In the event of a proposed transfer of interest in the Property or in this Agreement, or any portion thereof, by Developer, Developer agrees to provide City at least thirty (30) days' written notice of such proposed transfer and shall provide satisfactory evidence that the transferee will assume in writing through an assignment and assumption agreement all remaining obligations of Developer under this Agreement. The assignment and

assumption agreement shall be in a form satisfactory to the City Attorney. However, Developer has no obligation to obtain the consent of City to assign this Agreement to a transferee. Notwithstanding the foregoing: (i) the terms, covenants and conditions of this Agreement shall be binding upon any transferee whether or not such an assignment and assumption agreement is signed by the assignee upon acquiring the Property; and (ii) no such transfer shall relieve Developer (transferor) of any obligations under this Agreement.

15. Mortgagee Protection.

(a) In General. The provisions of this Agreement shall not prevent or limit Developer's right to encumber the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to such portion. City acknowledges that Mortgagees may require certain interpretations and modifications of this Agreement and agrees upon request, from time to time, to meet with Developer and representatives of such Mortgagees to negotiate in good faith any such request for interpretation or modification. City shall not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement and does not, in City's sole determination, diminish City's benefits from this Agreement. Any Mortgagee shall be entitled to the rights and privileges set forth in this Section.

(b) Notice of Default to Mortgagee. If a Mortgagee has submitted a request in writing to City in the manner specified herein for giving notices, City shall exercise its best efforts to provide to such Mortgagee written notification from City of any failure or default by Developer in the performance of Developer's obligations under this Agreement, which notification shall be provided to such Mortgagee at such time as such notification is delivered to Developer.

(c) Right of Mortgagee to Cure. Any Mortgagee shall have the right, but not the obligation, to cure any failure or default by Developer during the cure period allowed Developer under this Agreement, plus an additional sixty (60) days in order to cure such failure or default. It is necessary for the Mortgagee to obtain possession of the property such as by seeking the appointment of a receiver or other legal process. Any Mortgagee that undertakes to cure or attempt to cure any such failure or default shall provide written notice to City that it is undertaking efforts of such a nature, provided that no initiation of any such efforts by a Mortgagee shall obligate such Mortgagee to complete or succeed in any such curative efforts.

(d) Liability for Past Defaults or Obligations. Subject to the foregoing, any Mortgagee, including the successful bidder at a foreclosure sale, who comes into possession of the Project or the Property or any part thereof pursuant to foreclosure, eviction or otherwise, shall take such property subject to the terms of this Agreement and in no event shall any such property be released from any obligations associated with its use and development under the provisions of this Agreement. Nothing in this Section shall prevent City from exercising any remedy it may have for a default under this Agreement; provided, however, that in no event shall such Mortgagee personally be liable for any defaults or monetary obligations of Developer arising prior to acquisition of possession of such property by such Mortgagee.

16. Binding Effect. All of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall be binding upon the Parties and their

respective heirs, successors (by merger, reorganization, consolidation or otherwise) and assigns, devisees, administrators, representatives, lessees, and all other persons acquiring the Property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever, and shall inure to the benefit of the parties and their respective heirs, successors and assigns. All of the provisions of this Agreement shall constitute covenants running with the land.

17. Indemnification.

(a) Developer agrees to and shall indemnify, hold harmless, and defend, City and its respective officers, officials, members, agents, employees, and representatives ("Indemnitees"), from liability or claims for death or personal injury and claims for property damage which may arise from the acts, errors, and/or omissions of Developer or its contractors, subcontractors, agents, employees or other persons acting on its behalf in relation to the Project and/or in any manner arising from this Agreement; provided that Developer's indemnification obligations under this paragraph shall not apply to any of the foregoing which arises as a result of an Indemnitee's willful misconduct or gross negligence. The foregoing indemnity applies to all deaths, injuries, and damages, and claims therefor, suffered or alleged to have been suffered by reason of the acts, errors, and/or omissions referred to in this Section, regardless of whether or not City prepared, supplied, or approved plans or specifications, or both. In the event of litigation, City agrees, at no cost to City, to cooperate with Developer. This indemnification, hold harmless and defense requirement shall survive the termination or expiration of this Agreement. City reserves the right, in cases subject to this indemnity, to reasonably approve the attorney selected by Developer to defend Developer and City in any such action.

(b) In the event of any court action or proceeding challenging the validity of this Agreement, any of the Project Approvals or any CEQA determination for the Project, Developer shall defend, at its own expense, the action or proceeding. In addition, Developer shall reimburse City for City's costs in defending any court action or proceeding challenging the validity of this Agreement, any of the Project Approvals or any CEQA determination and Developer shall also pay any award of costs, expenses and fees that the court having jurisdiction over such challenge makes in favor of any challenger and against City. Developer shall cooperate with City in any such defense as City may reasonably request and may not resolve such challenge without the agreement of City. In the event Developer fails or refuses to reimburse City for its cost to defend any challenge to this Agreement, the Project Approvals or any CEQA determination, City shall have the right to terminate this Agreement, subject to the notice and cure requirements of Section 12 above. In all events, City shall have the right to resolve any challenge in any manner, in its sole discretion; provided, however, Developer's consent shall be required if the resolution of the challenge shall require a payment by Developer or limit Developer's rights under this Agreement.

In order to ensure compliance with this Section, within twenty (20) days after notification by City of the filing of any claim, action or proceeding to attack, set aside, void or annul this Agreement, any of the Project Approvals or the CEQA documentation prepared and adopted for the Project, Developer shall deposit with City cash or other security in the amount of one-hundred thousand dollars (\$100,000), satisfactory in form to the City Attorney, guaranteeing indemnification or reimbursement to City of all costs related to any action triggering the obligations of this Section. If City is required to draw on that cash or security to indemnify or reimburse itself for such costs, Developer shall restore the deposit to its original amount within fifteen (15) days after notice from

City. Additionally, if at any time the City Attorney determines that an additional deposit or additional security up to an additional fifty thousand dollars (\$50,000) is necessary to secure the obligations of this Section, Developer shall provide such additional security within fifteen (15) days of notice from the City Attorney. City shall promptly notify Developer of any claim, action or proceeding within the scope of this Section. City shall cooperate fully in the defense of any such claim or action, but shall have the right to resolve any challenge, in any manner, in its sole discretion; provided, however, Developer's consent shall be required if the resolution of the challenge shall require a payment by Developer or limit Developer's rights under this Agreement.

18. Relationship of the Parties. The Parties acknowledge and agree that Developer is not acting as an agent, joint venturer or partner of City, but each is, in fact, an independent contractual party and not in any way under the control or direction of City except as is expressly provided to the contrary in this Agreement.

19. Recordation. The City Clerk shall record a copy of this Agreement with the Registrar-Recorder of the County of Los Angeles no later than ten (10) days after the effective date of the ordinance approving this Agreement. Developer shall reimburse City for all costs of such recording, if any.

20. No Third Party Beneficiaries. The only signatories to this Agreement are City and Developer. There are no third party beneficiaries, and this Agreement is not intended and shall not be construed to benefit or be enforceable by any other person whatsoever other than the successors in interest of the signatories.

21. Advice; Neutral Interpretation. Each Party has received independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions hereof. This Agreement has been drafted through a joint effort of the Parties and their counsel and therefore shall not be construed against either of the Parties in its capacity as draftsman, but in accordance with its fair meaning.

22. Certificate of Compliance. At any time during the term of this Agreement, any Mortgagee or other party may request any Party to this Agreement to confirm that (i) this Agreement is unmodified and in full force and effect (or if there have been modifications hereto, that this Agreement is in full force and effect as modified and stating the date and nature of such modifications) and that (ii) to the best of such Party's knowledge, no defaults exist under this Agreement or if defaults do exist, to describe the nature of such defaults and (iii) any other information reasonably requested. Each Party hereby agrees to provide a certificate to such lender or other party within ten (10) Business Days of receipt of the written request therefor.

23. Consideration. City and Developer acknowledge and agree that there is good, sufficient and valuable consideration flowing to City and to Developer pursuant to this Agreement as more particularly set forth in the Recitals and Section 2 of this Agreement. The Parties further acknowledge and agree that the exchanged consideration hereunder is fair, just and reasonable.

24. Periodic Reviews.

(a) Annual Reviews. City shall conduct annual reviews to determine whether Developer is acting in good faith compliance with the provisions of this Agreement and Government

Code Section 65865.1. The reasonable cost of each annual review conducted during the term of this Agreement shall be reimbursed to City by Developer. Such reimbursement shall include all direct and indirect expenses reasonably incurred in such annual reviews.

(b) Special Reviews. In addition, the City Council of City may order a special periodic review of Developer's compliance with this Agreement at any time. The cost of such special reviews shall be borne by City, unless such a special review demonstrates that Developer is not acting in good faith compliance with the provisions of this Agreement. In such cases, Developer shall reimburse City for all costs, direct and indirect, incurred in conjunction with such a special review.

(c) Procedure for Review. City's Director of Community Development (the "**Community Development Director**") shall conduct the review contemplated by this Section to ascertain whether Developer has complied in good faith with the terms and conditions of this Agreement during the period for which the review is conducted. The Community Development Director shall give Developer written notice that any such review has been commenced and shall give Developer at least twenty (20) days after Developer's receipt of such notice to provide to the Community Development Director such information as Developer deems relevant to such review. In addition, upon the written request of the Community Development Director, Developer shall furnish such documents or other information as requested by the Community Development Director.

(d) Result of Review. If following such a review, the Community Development Director finds good faith compliance by Developer with the terms and conditions of this Agreement, the Community Development Director shall issue to Developer an executed certificate of compliance, certifying Developer's good faith compliance with the terms and conditions of this Agreement through the period of such review. Such certificate shall be in recordable form and shall contain such information as may be necessary to impart constructive record notice of the finding of good faith compliance hereunder. Developer shall have the right to record such certificate of compliance in the Official Records of the County of Los Angeles.

If, following such a review, the Community Development Director finds that Developer has not complied in good faith with the terms and conditions of this Agreement, the Community Development Director shall specify in writing the respects in which Developer has failed to so comply. The Community Development Director shall provide Developer with written notice of such noncompliance as provided in Section 12, and City may follow the default procedures as set forth in Section 12.

(e) Effect on Default. Nothing in this Section shall be interpreted to prevent City from providing Developer with a notice of default hereunder at any time, including any time other than during a periodic review under this Section, or from terminating this Agreement pursuant to the provisions of Section 12 following any event of default by Developer.

25. Future Litigation Expenses.

(a) Payment of Prevailing Party. If City or Developer brings an action or proceeding (including, without limitation, any motion, order to show cause, cross-complaint, counterclaim, third-party claim or arbitration proceeding) by reason of default, breach, tortious act, or act or omission, arising out of this Agreement, the prevailing party in such action or proceeding shall

be entitled to its costs and expenses of suit including, but not limited to, reasonable attorneys' fees and expert witness fees.

(b) Scope of Fees. Attorneys' fees under this Section shall include attorneys' fees on any appeal and, in addition, a party entitled to attorneys' fees shall be entitled to all other reasonable costs and expenses incurred in connection with such action. In addition to the foregoing award of attorneys' fees to the prevailing party, the prevailing party in any lawsuit shall be entitled to its attorneys' fees incurred in any post-judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement.

(c) Headings. The section headings used in this Agreement are for convenient reference only and shall not be used in construing this Agreement. The words "**include**," "**including**" or other words of like import are intended as words of illustration and not limitation and shall be construed to mean "including, without limitation."

26. Amendment. This Agreement may be amended from time to time, in whole or in part, by mutual written consent of the Parties or their successors in interest, as follows:

(i) City and Developer, by mutual agreement, may terminate or amend the terms of this Agreement; and the amendment or termination shall be accomplished in the manner provided under California law for the enactment of Development Agreement amendments.

(ii) Except as may be otherwise agreed to by the Parties, no amendment of this Agreement shall be required in connection with the issuance of any Subsequent Project Approval. Any Subsequent Project Approval issued after the Effective Date of this Agreement automatically shall be incorporated into this Agreement and vested hereby.

27. Alterations. No alteration, amendment or modification of this Agreement shall be valid unless evidenced by a written instrument executed by the Parties hereto with the same formality as this Agreement, and made in the manner required by the Development Agreement Act.

28. Waiver. The failure of either Party hereto to insist in any one or more instances upon the strict performance of any of the covenants, agreements, terms, provisions or conditions of this Agreement, or to exercise any election or option herein contained, shall not be construed as a waiver or relinquishment for the future of such covenant, agreement, term, provision, condition, election or option, but the same shall continue and remain in full force and effect. No waiver by any Party hereto of any covenant, agreement, term, provision or condition of this Agreement shall be deemed to have been made unless expressed in writing and signed by an appropriate official or officer on behalf of such Party.

29. Severability. If any article, section, subsection, term or provision of this Agreement, or the application thereof to any party or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of the article, section, subsection, term or provision of this Agreement, or the application of the same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining article, section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law, except that if any provision of Section 10 is held invalid or unenforceable before approval of a tentative subdivision map

for the Project, then this entire Agreement shall be void and unenforceable and of no further force and effect.

30. Force Majeure. Performance by any Party of its obligations hereunder (other than for payment of money) shall be excused during any period of “**Permitted Delay**,” which Permitted Delay shall mean and include delay caused by an event beyond the reasonable control of the Party claiming the delay (and despite the good faith efforts of such Party) that prevents the Party from fulfilling the obligations for which it seeks excuse including without limitation all of the following to the extent that they prevent the Party claiming delay from fulfilling the obligation from which it seeks to be excused: acts of God; civil commotion; riots; strikes; picketing or other labor disputes; shortages of materials or supplies; damage to work in progress by reason of fire, floods, earthquake or other casualties; failure, delay or inability of the other Party to act; terrorism, and litigation brought by a third party attacking the validity of this Agreement, the Project Approvals or the related CEQA determination.

31. Notices. All notices, disclosures, demands, acknowledgments, statements, requests, responses and other communications (each, a “**Communication**”) to be given under this Agreement shall be in writing, signed by a signatory hereto (or an officer, agent or attorney of such party) giving such Communication, and shall be deemed effective (i) upon receipt if hand delivered or sent by overnight courier service; or (ii) upon delivery or the date of refusal if sent by the United States mail, postage prepaid, certified mail, return receipt requested, in either case addressed as follows:

To Developer: City Ventures Homebuilding, LLC
Attn: Ryan Aeh, Vice President of Land Acquisitions
3121 Michelson Drive, Suite 150
Irvine, California 92612

To City: Thomas Thomas, City Manager
City of Compton
205 South Willowbrook Avenue
Compton, California 90220

With a copy to: Eric J. Perrodin, City Attorney
City of Compton
205 South Willowbrook Avenue
Compton, California 90220

Any signatory hereto may from time to time, by notice given to the other signatories hereto pursuant to the terms of this Section, change the address to which communications to such signatory are to be sent or designate one or more additional persons or entities to which communications are to be sent.

32. Applicable Law. This Agreement shall be governed in all respects by the laws of the State of California.

33. Time is of the Essence. Time is of the essence of this Agreement and every term or performance hereunder.

34. Exhibits. Exhibit A constitutes a part of this Agreement and is incorporated into this Agreement by this reference.

35. Entire Agreement. This Agreement supersedes any prior understanding or written or oral agreements between the Parties hereto respecting the within subject matter and contains the entire understanding between the Parties with respect thereto.

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

37. Compliance With Law. Notwithstanding any provision of this Agreement, the Parties agree to comply with all federal, State and local laws and to act in good faith and reasonably in carrying out the terms of this Agreement.

38. Authorization. Each person executing this Agreement on behalf of his or her Party warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of that Party and that by such execution, that Party is formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the ____ day of _____, 2022.

CITY OF COMPTON,
a California municipal corporation

CITY VENTURES HOMEBUILDING, LLC,
a Delaware limited liability company

Emma Sharif,
Mayor of the City of Compton, California

By: City Ventures Communities, LLC, a
Delaware limited liability company, its sole
member

Name: _____

ATTEST:

Alita Goodwin
City Clerk

APPROVED AS TO FORM:

Eric J. Perrodin
City Attorney

APPROVED AS TO CONTENT:

Thomas Thomas
City Manager

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 LOS ANGELES

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

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 LOS ANGELES

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

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

THE NORTHERLY 223.5 FEET OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF LOT "G" OF THE TEMPLE AND GIBSON TRACT, IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 2 PAGE 540 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE EASTERLY 70 FEET THEREOF.

ALSO EXCEPT THEREFROM THAT PORTION OF SAID LAND AS DESCRIBED IN THE DEED TO THE CITY OF COMPTON, RECORDED OCTOBER 1, 1948 IN BOOK 28405 PAGE 79, OFFICIAL RECORDS, AS INSTRUMENT NO. 1844, AS DESCRIBED IN PARCELS 1 AND 2 BELOW:

PARCEL 1:

THAT PORTION OF SAID LOT "G" OF THE TEMPLE AND GIBSON TRACT, IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 2 PAGE 540 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF SAID LOT "G" (SAID NORTHERLY LINE BEARS NORTH 89 DEGREES 58 MINUTES 40 SECONDS EAST), DISTANT THEREON 592.62 FEET EASTERLY FROM THE NORTHWESTERLY CORNER OF SAID LOT "G"; THENCE SOUTH 13 DEGREES 19 MINUTES 40 SECONDS EAST, A DISTANCE OF 223.80 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 40 SECONDS WEST, A DISTANCE OF 30 FEET; THENCE NORTH 13 DEGREES 19 MINUTES 40 SECONDS WEST TO THE NORTHERLY LINE OF SAID LOT "G"; THENCE EASTERLY ALONG SAID NORTHERLY LINE OF SAID LOT "G" TO THE POINT OF BEGINNING TO BE KNOWN AS KEMP STREET.

PARCEL 2:

THE WESTERLY 27 FEET OF THE NORTHERLY 223.50 FEET OF THE NORTHWEST QUARTER OF LOT "G" OF TEMPLE AND GIBSON TRACT, IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 2 PAGE 540 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TO BE KNOWN AS DWIGHT STREET. EXCEPT THEREFROM ALL OIL, GAS, MINERAL AND HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET FROM THE SURFACE OF SAID LAND, WITHOUT RIGHT OF SURFACE ENTRY, WHICH RIGHT IS RESERVED IN THE DEED FROM ROBERT L. HOROWITZ AND ELEANOR HOROWITZ, HIS WIFE, CLARENCE K. HOROWITZ AND ROSALIE H. HOROWITZ, HIS WIFE, AND

FREDRICK G. HOROWITZ AND BARBARA J. HOROWITZ; HIS WIFE, RECORDED MARCH 3, 1970 AS INSTRUMENT NO. 215.

APN: 6161-001-902



MITIGATION MONITORING & REPORTING PROGRAM (MMRP) FOR THE CONCORD RESIDENTIAL PROJECT

1. **Project Case Number(s):** Development Agreement
General Plan Amendment
Change of Zone
Conditional Use Permit
Tentative Tract Map 82807
Undergrounding Exemption
Possible Mature Street Tree Removal
2. **Project Title:** Concord Residential Project (the "Project")
3. **Lead Agency:** City of Compton
Robert Degadillo, Community Development Department
205 South Willowbrook Avenue
Compton, CA 90220
(310) 605-5532
rdelgadillo@comptoncity.org

4. **Project Sponsor:**

Applicant/Developer	Property Owner
Kim Prijatel Senior Vice President of Development City Ventures 3121 Michelson Drive, Suite 150 Irvine, CA 92612 (949) 258-7540 kPrijatel@cityventures.com	City Ventures 3121 Michelson Drive, Suite 150 Irvine, CA 92612 (949) 258-7555

5. **Project Location:**

The Project site is located at 930 West Compton Boulevard, bounded by West Compton Boulevard to the north, West 151st Street to the south, South Kemp Avenue to the east, and South Dwight Avenue to the west, in the City of Compton, County of Los Angeles, California, as shown in Figure A – Aerial. The site is in Township 3 South, Range 13 West, San Bernardino base and meridian, and comprises Tax Assessor parcel number 6161-001-902.

CONCORD RESIDENTIAL PROJECT

Mitigation Measures		Responsible Party	Monitoring Timing or Frequency	Type of Verification	Verification of Compliance	
					Initials	Date
AESTHETICS						
MM AES-1	Prior to building permit issuance, the developer shall ensure that the design of the buildings shall reduce the number of reflective surfaces used in the construction to minimize new sources of glare. Exterior building materials shall use earth tone light colors with low reflectance. Any bare metallic surfaces found on infrastructures such as pipes and poles shall be painted to minimize reflectance and glare.	Developer	Prior to Building Permit Issuance	Planning shall ensure that plan is reviewed and approved		
REMARKS:						
NOISE						
MM NOI-1	The windows and sliding glass doors facing the West Compton Boulevard shall require a minimum STC rating of 26 for the 1 st and 2 nd floors.	Developer	Prior to Building Permit Issuance	Planning shall verify on Plan Check set of plans		
REMARKS:						
MM NOI-2	Construction shall occur during the hours of 7:00 AM to 7:00 PM.	Developer	Monitor During All Earthmoving and Construction Activity	City Engineer and Building Inspectors shall monitor during inspections. As well any noise complaints shall be processed.		
REMARKS:						
MM NOI-3	Stationary construction noise sources such as generators or pumps should be located as far as feasibly possible from any existing adjacent residential units, as feasible.	Developer	Monitor During All Earthmoving and Construction Activity	City Engineer and Building Inspectors shall monitor during inspections. As well any noise complaints shall be processed.		
REMARKS:						
MM NOI-4	Construction staging areas should be located as far as feasibly possible from any adjacent sensitive land uses as feasible.	Developer	Monitor During All Earthmoving and Construction Activity	City Engineer and Building Inspectors shall monitor during inspections. As well		

CONCORD RESIDENTIAL PROJECT

Mitigation Measures		Responsible Party	Monitoring Timing or Frequency	Type of Verification	Verification of Compliance	
					Initials	Date
				any noise complaints shall be processed.		
REMARKS:						
MM NOI-5	During construction, the contractor shall ensure all construction equipment is equipped with appropriate noise attenuating devices.	Developer	Monitor During All Earthmoving and Construction Activity	City Engineer and Building Inspectors shall monitor during inspections. As well any noise complaints shall be processed.		
REMARKS:						
MM NOI-6	Equipment shall be maintained so that vehicles and their loads are secured from rattling and banging.	Developer	Monitor During All Earthmoving and Construction Activity	City Engineer and Building Inspectors shall monitor during inspections. As well any noise complaints shall be processed.		
REMARKS:						
MM NOI-7	Grading and construction contractors shall use quieter equipment as opposed to noisier equipment (such as rubber-tired equipment rather than track equipment), to the maximum extent feasible.	Developer	Monitor During All Earthmoving and Construction Activity	City Engineer and Building Inspectors shall monitor during inspections. As well any noise complaints shall be processed.		
REMARKS:						
TRANSPORTATION						
MM TRAF-1	Prior to any lane closure or detour, the developer shall submit a Construction Traffic Management Plan per the California M.U.T.C.D. for review and approval by the City Engineer. The plan shall include, but not be limited to, signing, truck routes per the City of Compton Approved Truck Route Map (Figure C-4 of the General Plan Visions 2010), and construction hours of 7:00 a.m. to 7:00 p.m. Monday through Saturday per the Municipal	Developer	Prior to Grading Permit Issuance	Engineering and Planning will review and approve the Haul Route Plan		

CONCORD RESIDENTIAL PROJECT

Mitigation Measures		Responsible Party	Monitoring Timing or Frequency	Type of Verification	Verification of Compliance	
					Initials	Date
	Code Section 7-12. 22 – Construction or Repairing of Buildings, Pile Drivers, Hoists, Steam Shovels of the City of Compton Municipal Code.					
REMARKS:						
MM TRAF-2	Approximately six-feet of red-curb shall be painted on both sides of the driveways and Section 3B.19 of Section 405.1 of the Highway Design Manual standards shall be applied.	Developer	Prior to Occupancy	Engineering will ensure the curb has been painted		
REMARKS:						
WILDFIRE						
See MM TRAF-1						
REMARKS:						

December 13, 2022

TO: MAYOR AND CITY COUNCIL

FROM: BUILDING AND SAFETY DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE BUILDING AND SAFETY DEPARTMENT 2022-2023 FISCAL YEAR BUDGET TO ADD ONE (1) ADMINISTRATIVE SPECIALIST, ONE (1) BUILDING INSPECTOR II AND DELETING ONE (1) BUILDING INSPECTOR I AND ONE OFFICE ASSISTANT III POSITION

SUMMARY

Adoption of this resolution will authorize the City Manager to amend the Building and Safety Department 2022-2023 Fiscal Year budget to add one (1) Administrative Specialist, one (1) Building Inspector II and deleting one (1) Building Inspector I and one (1) Office Assistant.

BACKGROUND

On June 30, 2022, the City Council adopted Resolution No. 25,694, adopting the City of Compton's Fiscal Year 2022-2023 budget. The 2022-2023 Building and Safety Department's budget authorized the following positions:

Personnel Summary

Position Description	Salary Range	Adopted 2022-2023	Adopted Amount	Status
Chief Building Official	220	1.0	\$159,612	Filled
Senior Building Inspector	166	1.0	\$93,240	Vacant
Senior Admin. Analyst	151	1.0	\$80,328	Filled
Building Inspector I	128	1.0	\$63,900	Filled
Building Inspector I	128	1.0	\$63,900	Vacant
Building Inspector I	128	1.0	\$63,900	Vacant
Office Assistant III	86	1.0	\$42,180	Filled
Permit Technician	86	1.0	\$42,180	Filled
Permit Technician	86	1.0	\$42,180	Filled
Total		9.0	\$651,420	

Due to the current staffing needs, the Building and Safety Department has determined that adding one (1) Administrative Specialist and one (1) Building Inspector II and deleting one (1) Building Inspector I and one (1) Office Assistant III position would better meet the demands of the department for the following reasons:

Administrative Specialist– This position will provide higher level responsibilities than an Office Assistant III such as assist with department budget preparation, account payables, funds verification, maintain payroll information; overtime and vacation calendar/tracking, assist in orienting new employees with department policies and procedures and public records requests. This position works directly with the Senior Administrative Analyst as well as provide clerical assistance to department staff and assist the Chief Building Official as needed.

Building Inspector II – This position will provide higher level of responsibility than the Building Inspector I which is entry level. This position inspects all phases of construction projects (commercial and residential), building, electrical, plumbing and mechanical, presale and complaint inspections as well as review drawings and assist the Chief Building Official with special projects as needed. This position will also provide supervision to the Building Inspector I position(s).

STATEMENT OF THE ISSUE

The City Manager has assessed the organizational needs of the department and determined that there is a need for staffing adjustments to the Building and Safety Department's Fiscal Year 2022-2023 budget. The department requests that one Administrative Specialist and one Building Inspector II be added to the Building and Safety Department's FY 2022-2023 budget.

The Building Inspector I and Office Assistant III will be deleted from the department's Fiscal Year 2022-2023 budget once the position of Building Inspector II and Administrative Specialist have been filled.

Budget Adjustment for Fiscal Year 2022-2023

The proposed budget amendments are all cost neutral and the total revenues and expenditures remain balanced as projected for the Fiscal Year 2022-2023 adopted budget.

The following budget amendment is necessary in order to add personnel positions that will increase the level of services provided since the adoption of the Fiscal Year 2022-2023 budget.

Additional Positions

The Building and Safety Department is recommending to add one (1) Administrative Specialist and add one (1) Building Inspector II and delete the Building Inspector I and the Office Assistant III after the Building Inspector II and the Administrative Specialist positions have been filled. The following are the proposed changes, including benefits:

Delete Position:

One (1) Office Assistant III	\$53,552
------------------------------	----------

Add Position:

One (1) FTE Administrative Specialist	<u>\$71,035</u>
---------------------------------------	-----------------

Difference	\$17,483
-------------------	-----------------

Delete Position:

FTE One (1) Building Inspector I	\$82,279
----------------------------------	----------

Add Position:

FTE One (1) Building Inspector II	<u>\$92,707</u>
-----------------------------------	-----------------

Difference	\$10,428
-------------------	-----------------

Total Difference	\$27,911
-------------------------	-----------------

This increase resulted in an increase in cost in the amount of \$27,911. Funds are available in the Building and Safety Department's 2022-2023 Fiscal Year budget as follows:

1001-770-000-4101	Permanent Salaries	\$16,248
1001-770-000-4190	Workers Compensation	\$ 2,811
1001-770-000-4197	Unemployment Insurance	\$ 1,289
1001-770-000-4198	State Disability Insurance	\$ 379
1001-770-000-4199	Medi-Cal Contribution	<u>\$ 549</u>
	Total	\$21,276

2100-770-000-4191	Health Insurance	\$ 4,402
2100-770-000-4193	PERS Pick-up	\$ 2,233
	Total	\$ 6,635

Grand Total	\$27,911
--------------------	-----------------

* Financial data provided by Budget Officer 11/16/2022

In order for the City Manager to amend the Building Department 2022-2023 Fiscal Year's budget to add one (1) Administrative Specialist and one (1) Building Inspector II position, City Council's authorization is necessary.

ALTERNATIVE

The department desires to increase its service levels. Therefore, no other alternatives are being recommended.

FISCAL IMPACT

The City of Compton has a balanced budget and the recommendations outlined above are cost neutral. Thus, the recommendations will not have a negative impact on the budget, and will provide constituents with a higher quality level of service.

RECOMMENDATION

Staff recommends the City Council to adopt the attached resolution.

**VICTOR OROZCO
CHIEF BUILDING OFFICIAL**

APPROVED FOR FORWARDING:

**THOMAS THOMAS
CITY MANAGER**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO AMEND THE BUILDING AND
SAFETY DEPARTMENT 2022-2023 FISCAL YEAR BUDGET TO ADD ONE (1)
ADMINISTRATIVE SPECIALIST, ONE (1) BUILDING INSPECTOR II AND
DELETING ONE (1) BUILDING INSPECTOR I AND ONE OFFICE ASSISTANT
III POSITION**

WHEREAS, adoption of this resolution will authorize the City Manager to amend the Building and Safety Department 2022-2023 Fiscal Year budget to add one (1) Administrative Specialist, one (1) Building Inspector II and deleting one (1) Building Inspector I and one (1) Office Assistant; and

WHEREAS, on June 30, 2022, the City Council adopted Resolution No. 25,694 adopting the City of Compton’s Fiscal Year 2022-2023 budget; and

WHEREAS, the 2022-2023 Building and Safety Department’s budget authorized the following positions:

Personnel Summary

Position Description	Salary Range	Adopted 2022-2023	Adopted Amount	Status
Chief Building Official	220	1.0	\$159,612	Filled
Senior Building Inspector	166	1.0	\$93,240	Vacant
Senior Admin. Analyst	151	1.0	\$80,328	Filled
Building Inspector I	128	1.0	\$63,900	Filled
Building Inspector I	128	1.0	\$63,900	Vacant
Building Inspector I	128	1.0	\$63,900	Vacant
Office Assistant III	86	1.0	\$42,180	Filled
Permit Technician	86	1.0	\$42,180	Filled
Permit Technician	86	1.0	\$42,180	Filled
Total		9.0	\$651,420	

WHEREAS, due to the current staffing needs, the Building and Safety Department has determined that adding one (1) Administrative Analyst and one (1) Building Inspector II and deleting one (1) Building Inspector I and one (1) Office Assistant III would better meet the demands of the department for the following reasons; and

WHEREAS, the City Manager has assessed the organizational needs of the department and determined that there is a need for staffing adjustments to the Building and Safety Department’s 2022-2023 Fiscal Year budget; and

WHEREAS, the department requests that one Administrative Specialist and one Building Inspector II be added to the Building and Safety Department’s FY 2022-2023 budget; and

WHEREAS, the proposed budget amendments are all cost neutral and the total revenues and expenditures remain balanced as projected for the Fiscal Year 2022-2023 adopted budget; and

WHEREAS, the following amendment is necessary in order to add personnel positions that will increase the level in services provided since the adoption of the Fiscal Year 2022-2023 budget.

Additional Positions

The Building and Safety Department is recommending to add one (1) Administrative Specialist and add one (1) Building Inspector II and delete one (1) Building Inspector I and one (1) Office Assistant III after positions have been filled and the following are the proposed changes:

<u>Delete Position:</u>	
One (1) Office Assistant III	\$53,552
<u>Add Position:</u>	
One (1) FTE Administrative Specialist	<u>\$71,035</u>
Difference	\$17,483
<u>Delete Position:</u>	
FTE One (1) Building Inspector I	\$82,279
<u>Add Position:</u>	
FTE One (1) Building Inspector II	<u>\$92,707</u>
Difference	\$10,428
Total Difference	\$27,911

WHEREAS, the City of Compton has a balanced budget and the recommendations outlined above are cost neutral and the recommendations will not have a negative impact on the budget, and will provide constituents with a higher quality level of service; and

WHEREAS, in order for the City Manager to amend the Building Department 2022-2023 Fiscal Year’s budget to add one (1) Administrative Specialist and one (1) Building Inspector II position, City Council’s authorization is necessary.

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

SECTION 1. That the Building and Safety Department 2022-2023 Fiscal Year budget shall be amended to add one (1) Administrative Specialist, one (1) Building Inspector II and deleting one (1) Building Inspector I and one (1) Office Assistant III once positions have been filled.

SECTION 2. That the Building Department 2022-2023 Fiscal Year budget be amended as follows:

<u>Delete Position:</u>	
One (1) Office Assistant III	\$53,552
<u>Add Position:</u>	
One (1) FTE Administrative Specialist	<u>\$71,035</u>
Difference	\$17,483
<u>Delete Position:</u>	
FTE One (1) Building Inspector I	\$82,279
<u>Add Position:</u>	
FTE One (1) Building Inspector II	<u>\$92,707</u>
Difference	\$10,428
Total Difference	\$27,911

SECTION 3. this increase resulted in an increase in cost in the amount of \$27,911 (Twenty-Seven Thousand Nine Hundred Eleven Dollars). Funds are available in the Building and Safety Department 2022-2023 Fiscal Year in the following accounts:

1001-770-000-4101	Permanent Salaries	\$16,248
1001-770-000-4190	Workers Compensation	\$ 2,811
1001-770-000-4197	Unemployment Insurance	\$ 1,289
1001-770-000-4198	State Disability Insurance	\$ 379
1001-770-000-4199	Medi-Cal Contribution	\$ 549
	Total	\$21,276
2100-770-000-4191	Health Insurance	\$ 4,402
2100-770-000-4193	PERS Pick-up	\$ 2,233
	Total	\$ 6,635
Grand Total		\$27.911

* Financial data provided by Budget Officer 11/16/2022

SECTION 4. That all changes are to take effect on the adoption date of this Resolution.

SECTION 5. That copies of this resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney, Human Resources and the Building and Safety.

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

ADOPTED this _____ day of _____, 2022.

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 _____, 2022.

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

December 13, 2022

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: GENERAL SERVICES DEPARTMENT

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER
TO THE GARLAND COMPANY, INC FOR THE PROCUREMENT OF
ROOFING MATERIALS FOR THE CAREERLINK FACILITY ROOFING
PROJECT LOCATED AT 700 NORTH BULLIS ROAD (\$431,146.34)**

SUMMARY

Adoption of the attached resolution will authorize the City Manager to accept the proposal and establish a purchase order to The Garland Company, Inc. in the amount of Three Hundred Ninety-One Thousand Nine Hundred Fifty-One Dollars and Twenty-Two Cents (\$391,951.22) for the purchase of roofing material for the CareerLink facility roofing project located at 700 North Bullis Road and authorizing a 10% contingency in the amount of Thirty-Nine Thousand One Hundred Ninety-Five Dollars and Twelve Cents (\$39,195.12).

BACKGROUND

The City of Compton owns certain real property located at 700 North Bullis Road, currently occupied by the Local Housing Authority, Volunteers of America-VPan Program, Coalition for Human Immigrant Rights of Los Angeles and Compton Kidz Club.

The building's aging roof has shown significant signs of failure throughout the years. Facility maintenance workers are being called upon to perform a higher number of repairs to problem areas on the roof, however, despite staff's efforts, water continues to leak inside the building.

On October 12, 2022, City of Compton staff, The Garland Company, and a state-licensed roofing contractor inspected and evaluated the recommended repairs to the roof in the main building and annex building. After reviewing the condition of the roof and the multiple deficiencies that were noted, staff agreed that any temporary repair to the roof may be the quickest solution but not the most efficient.

STATEMENT OF THE ISSUE

Staff worked with The Garland Company and a state-licensed roofing contractor to prepare a recommendation to rehabilitate the entire roof rather than patching or adding

additional layers. The Garland Company has provided a proposal for the purchase of the construction material.

To ensure the city is receiving the most cost-effective delivery method for roofing materials, this roofing project will be split into two portions: construction and the purchase of roofing materials. The Garland Company has submitted a proposal in the amount of Three Hundred Ninety-One Thousand Nine Hundred Fifty-One Dollars and Twenty-Two Cents (\$391,951.22) to purchase roofing materials utilizing the California Multiple Awards Schedule (CMAS) Contract 4-20-56-0006B. Separating the construction and materials portion ultimately controls the cost of materials, and avoids contractor markups, overruns, and costly change orders. This process has been proven to be beneficial for this and many other Cities throughout the State of California.

The Garland Company was awarded a multi-year contract by the State of California Multiple Award Schedules Unit (CMAS) to provide general building and construction materials to members throughout California. This procurement method complies with the City of Compton's purchasing policies per The Compton Municipal Code section 4-11-7(c). The City Council can find that it is more beneficial and economical to utilize the CMAS cooperatively purchased contract with The Garland Company, as opposed to conducting a local bid process.

The City's purchasing and contract policies are set forth in the City Municipal Code. The cost for goods or services to be purchased dictates how they are to be procured through an informal or formal bidding process. The Compton Municipal Code section 4-11.7(c) Exceptions to Competitive Bidding Requirements lists certain exemptions from the bidding process, including purchases of contract supplies, materials, equipment or services entered into with another governmental or quasi-governmental entity.

A review of the State's procurement process satisfies the City's procurement requirements; thus, utilizing the State's agreements allows the City to capitalize on pricing that would not be available if staff conducted a separate Request for Quotes process for the roofing material.

FISCAL IMPACT

The estimated amount for roofing material cost is Three Hundred Ninety-One Thousand Nine Hundred Fifty-One Dollars and Twenty-Two Cents (\$391,951.22) and staff recommends a contingency of 10% percent in the amount of Thirty-Nine Thousand One Hundred Ninety-Five Dollars and Twelve Cents (\$39,195.12) for a total not to exceed Four Hundred Thirty-One Thousand One Hundred Forty-Six Dollars and Thirty-Four Cents (\$431,146.34). Funds for this expenditure are available in the 2022-2023 Fiscal Year Budget in Account No. 1004-610-000-4269.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

**DAMION TIMMIONS
GENERAL SERVICES DEPARTMENT**

APPROVED FOR FORWARDING:

**THOMAS THOMAS
CITY MANAGER**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO
THE GARLAND COMPANY, INC FOR THE PROCUREMENT OF ROOFING
MATERIALS FOR THE CAREERLINK FACILITY ROOFING PROJECT AT 700
NORTH BULLIS ROAD (\$431,146.34)**

WHEREAS, the City of Compton owns certain real property located at 700 North Bullis Road known as the CareerLink facility, and

WHEREAS, the General Services Department is responsible for maintaining the City’s administrative buildings, parks, fire stations, service yards, and leased properties; and

WHEREAS, the main building and annex building roof has shown significant signs of failure throughout the years; and

WHEREAS, On October 12, 2022, City of Compton staff, The Garland Company and a state-licensed roofing contractor inspected and evaluated the recommended repairs to the roof and multiple deficiencies were noted; and

WHEREAS, The Garland Company was awarded a multi-year contract by the State of California Multiple Award Schedules Unit (CMAS) to provide general building and construction materials to members throughout California; and

WHEREAS, the roofing material purchase is being made through the State of California’s (“State”) “Statewide Contract” agreements for Construction-Roofing Material, issued by the Department of General Services Procurement Division who conducted a formal Request for Proposals (“RFP”) process that identified a number of vendors to meet the needs of their departments and Subsection B “Local Government Agencies” of Section 2. “Contract Usage/Rules” of each agreement contains language that allows local government agencies to also utilize their agreements; and

WHEREAS, The Compton Municipal Code section 4-11.7(c) lists certain exemptions from the bidding process, including purchases of contract supplies, materials, equipment or services entered into with another governmental or quasi-governmental entity; a review of the State’s procurement process satisfies the City’s procurement requirements; thus, utilizing the State’s agreements allows the City to capitalize on pricing that would not be available if staff conducted a separate Request for Quotes process for the roofing material; and

WHEREAS, to ensure the city is receiving the most cost-effective delivery method for roofing materials, this roofing project will be split into two portions: construction and the purchase of roofing materials; and

WHEREAS, The Garland Company has provided a proposal for the purchase of the construction material in the amount of Three Hundred Ninety-One Thousand Nine Hundred Fifty-One Dollars and Twenty-Two Cents (\$391,951.22); and

WHEREAS, funds for Fiscal Year 2022-2023 in the amount of \$431,146.34 are available in the 2022-2023 Fiscal Year budget in the following Account Number:

<u>Account No.</u>	<u>Fund</u>	<u>Description</u>	<u>Amount</u>
1004-610-000-4269	Measure P - General Fund	Material Purchase	\$391,951.22
1004-610-000-4269	Measure P - General Fund	10% Contingency	\$39,195.12

WHEREAS, staff is requesting the ability to efficiently manage this demand by requesting to issue a purchase order for the roofing materials to The Garland Company in an amount not to exceed of Four Hundred Thirty-One Thousand One Hundred Forty-Six Dollars and Thirty-Four Cents (\$431,146.34).

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

SECTION 1. That the City Manager is hereby authorized to issue a purchase order to the Garland Company in the amount of Three Hundred Ninety-One Thousand Nine Hundred Fifty-One Dollars and Twenty-Two Cents (\$391,951.22).

SECTION 2. That a ten percent (10%) contingency amount (i.e. (\$39,195.12) is hereby authorized.

SECTION 3. That funds in the amount not to exceed Four Hundred Thirty-One Thousand One Hundred Forty-Six Dollars and Thirty-Four Cents (\$431,146.34) are available in the 2022-2023 Fiscal Year budget in Account Number 1004-610-000-4269.

SECTION 4. That a copy of this Resolution shall be filed in the offices of the City Manager, City Attorney, City Controller, City Clerk, and the General Services Department.

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

ADOPTED this _____ day of _____, 2022.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the ____ day of _____, 2022

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



THE GARLAND COMPANY, INC.

HIGH PERFORMANCE ROOFING AND FLOORING SYSTEMS

3800 EAST 91ST. STREET • CLEVELAND, OHIO 44105-2197

PHONE: (216) 641-7500 • FAX: (216) 641-0633

NATIONWIDE: 1-800-321-9336

November 13, 2022

Triphenia Simmons
Nebraska Jones
City of Compton

PROJECT PROPOSAL

Re: 700 N Bullis Rd & Annex Bldgs. Roof Material Cost Proposal

We are pleased to provide the following quotation for roofing materials. The following materials shall be purchased utilizing the California Multiple Awards Schedule (CMAS).

Contract #: 4-20-56-0006B

700 N Bullis Rd & Annex Bldgs
City of Compton

Material	Amount	Unit Size	Cost	Total
Vitaply	22	Drums	\$2,500.00	\$55,000.00
KEE Stone FB 60 - 8'	45	Roll	\$5,173.00	\$232,785.00
KEE Stone FB 60 - 4'	8	Roll	\$2,588.00	\$20,704.00
KEE Stone Utility Roll	12	Roll	\$177.00	\$2,124.00
KEE Stone FB 60 Flashing - 4'	4	Roll	\$1,352.00	\$5,408.00
KEE Lock Foam Box Set	56	Catridge	\$416.00	\$23,296.00
KEE Lock Mastic	6	3 Gal	\$378.00	\$2,268.00
Unibond ST 4" Tape	10	Roll	\$139.00	\$1,390.00
Cool Sil	10	5 Gal	\$721.00	\$7,210.00
Tuff Stuff Natural White	48	Tube	\$19.00	\$912.00
Material Cost				\$351,097.00
Tax				\$33,354.22
Shipping Cost				\$7,500.00
Overall Total				\$391,951.22

December 13, 2022

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
APPROVING AN AMENDMENT TO THE 2022-2023 FISCAL YEAR
BUDGET TO AMEND THE EXISTING PERSONNEL SUMMARY TO ADD
A DIRECTOR OF RECREATION POSITION**

SUMMARY

Adoption of this resolution will authorize amendments to the Fiscal Year 2022-2023 Adopted Budget which was adopted by the City Council on June 30, 2022. The purpose of this amendment is to add and remove a position from the budget. This will facilitate the ability to hire a Director of Recreation. This change is cost neutral, as it does not increase or decrease net Budget appropriations.

BACKGROUND

On November 1, 2022, the City Council adopted new job specifications for the Director of Recreation. The purpose of this budget amendment is to change the position in the budget to match this new position.

STATEMENT OF THE ISSUE

Budget Adjustment for Fiscal Year 2022-2023

The proposed budget amendments are all cost neutral and the total revenues and expenditures remain balanced as projected for the Fiscal Year 2022-2023 Adopted Budget.

The following budget transactions are necessary in order to add personnel positions that will increase the level in services provided and correct any inadvertent errors realized since the adoption of the Fiscal Year 2022-2023 Budget.

1) Position Changes

Recreation Department:

The Adopted Budget contained the position of Superintendent of Recreation as the “placeholder” for the department head of the Recreation Department while City Management and ACSME Local 2325 met and conferred on the new title, salary and duties. The new title was determined to be Director of Recreation with a salary of \$120,780 per year. The difference of \$41,244 will be offset with salary savings accrued by vacant positions in the department.

The following budget amendment is required:

Add Positions:

One (1) 1.0 FTE Director of Recreation

Remove Position:

One (1) 1.0 FTE Superintendent of Recreation

The proposed budget amendments will add a personnel position that will increase the level in services provided and correct any inadvertent errors while maintaining a balanced 2022-2023 Fiscal Year Budget. All changes are to take effect on the approval of this resolution.

FISCAL IMPACT

The City of Compton has a balanced budget and the recommendations are cost neutral and does not have a negative impact on the City’s balanced budget for FY 2022-2023.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution authorizing the City Manager to make budget amendments to the Fiscal Year 2022-2023 Budget.

**THOMAS THOMAS
CITY MANAGER**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE 2022-2023 FISCAL YEAR BUDGET TO AMEND THE EXISTING PERSONNEL SUMMARY TO ADD A DIRECTOR OF RECREATION POSITION

WHEREAS, pursuant to Resolution No. 25,694, the City Council of the City of Compton adopted the Fiscal Year 2022-2023 Budget on June 30, 2022; and

WHEREAS, staff has identified positions that can be funded using salary savings that was realized since the commencement of the Fiscal Year 2022-2023; and

WHEREAS, the City adopted a new position Director of Recreation and salary to oversee the Recreation Department subsequent to the adoption of the Fiscal Year 2022-2023 Budget revised the Classification Specification; and

WHEREAS, staff will update the in the Fiscal Year 2022-2023 Adopted Budget Book available in the City Clerk's Office as well as the online version on the City's website; and

WHEREAS, the proposed Budget Amendment adds a Director of Recreation position that will increase the level in service provided while maintaining a balanced 2022-2023 Fiscal Year Budget. All changes are to take effect on the approval of this resolution.

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

SECTION 1. That the City Manager is hereby authorized to make the following budget amendment to the Fiscal Year 2022-2023 Adopted Budget for the following change in the Recreation Department:

Add Positions:

- One (1) 1.0 FTE Director of Recreation

Delete Position

- One (1) 1.0 FTE Superintendent of Recreation

SECTION 2. That all changes are to take effect immediately.

SECTION 3. That a certified copy of this Resolution shall be filed in the Offices of the City Clerk, City Attorney, City Manager and City Controller.

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

ADOPTED this _____ day of _____, 2022.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor, and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2022.

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