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 or in the City Clerk's office. 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
11/07/2023

3:00 PM - WORKSHOP
5:30 PM - PUBLIC MEETING

CITY COUNCIL CHAMBERS
205 SOUTH WILLOWBROOK AVENUE
COMPTON, CALIFORNIA 90220

WORKSHOP
Successor Agency and Housing Successor Joint Workshop - November 7, 2023 @ 3:00pm

OPENING

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

REGULAR AGENDA

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

1. REMOVAL OF OFFICERS, COUNCIL MEMBERS, BOARDS/COMMISSIONS AND COMMITTEES

   REMOVAL - PUBLIC SAFETY COMMISSION - (Randy Taylor)

   RESIGNATION - PERSONNEL BOARD – (Betrina Warren) (Receive and File)

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

   PUBLIC SAFETY COMMISSION - (CMC SECTION 2-9) (Mayor Sharif & Councilmember Spicer)

CITY MANAGER'S REPORT

3. REQUEST TO SCHEDULE BUDGET WORKSHOP FOR THE CONSIDERATION OF THE PROPOSED AMENDED FISCAL YEAR 2023-24 BUDGET AND (5) FIVE YEAR CAPITAL IMPROVEMENT PLAN - Tuesday, November 21, 2023 @ 3:30pm

4. REQUEST TO SCHEDULE PUBLIC HEARING FOR THE ADOPTION OF THE PROPOSED FIVE (5) YEAR CAPITOL IMPROVEMENT PLAN - Tuesday, November 28, 2023 @ 5:45pm

CITY TREASURER'S REPORTS

5. ORAL PRESENTATION: INVESTMENT REPORT UPDATE (Receive and File) (City Treasurer Mims)

NEW BUSINESS

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT AND ISSUE A PURCHASE ORDER WITH UKG - TELESTAFF TO PROVIDE WEB BASED SOFTWARE FOR THE PURPOSE OF STREAMLINING THE FIRE DEPARTMENTS STAFFING AND SCHEDULING NEEDS THROUGH AUTOMATION ($37,000.00)

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A TEMPORARY LICENSE AGREEMENT BETWEEN THE SUCCESSOR AGENCY AND SANTA'S CHRISTMAS TREES FOR THE PURPOSE OF SELLING CHRISTMAS TREES ON CERTAIN AGENCY-OWNED PROPERTY LOCATED AT 2000 WEST COMPTON BOULEVARD ($2,000)

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE PROPOSAL FROM AMERICAN RECLAMATION FOR CITYWIDE ILLEGAL DUMPING CLEAN-UP, REMOVAL, AND HAUL AWAY SERVICES, TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A ONE-YEAR SERVICE AGREEMENT WITH TWO (2) ONE-YEAR EXTENSION OPTIONS AND TO ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED THREE HUNDRED THIRTY-FOUR THOUSAND DOLLARS ($334,000.00).

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR JOHN L. HUNTER AND ASSOCIATES, INC. FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM STORMWATER PROGRAM ($1,176,250.68)

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ESTABLISH A PURCHASE ORDER WITH CALIFORNIA LABOR SOLUTIONS LLC FOR PROVIDING ADMINISTRATIVE INVESTIGATION AND RECRUITMENT SERVICES FOR THE HUMAN RESOURCES DEPARTMENT IN AN AMOUNT NOT TO EXCEED TWO HUNDRED THOUSAND DOLLARS ($200,000) TO PAY INVOICES

11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE PROPOSAL FROM BUCKNAM INFRASTRUCTURE GROUP INC., AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR BUCKNAM INFRASTRUCTURE GROUP, INC. TO UPDATE THE PAVEMENT MANAGEMENT PLAN (PMP) ON ALL CITY ROADS WITHIN THE CITY LIMITS IN THE AMOUNT OF SIXTY-SIX THOUSAND SEVEN HUNDRED NINETY-FOUR DOLLARS ($66,794.00)

12. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER TO THE COUNTY OF LOS ANGELES FOR ROADWAY PAVEMENT IMPROVEMENTS IN THE AMOUNT OF FOUR HUNDRED THIRTY-SEVEN THOUSAND EIGHT HUNDRED DOLLARS ($437,800.00)

13. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 25,848 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A MULTI-YEAR AGREEMENT WITH AND ISSUE A PURCHASE ORDER TO IGM TECHNOLOGY CORP. (GRAVITY) FOR LEASE ACCOUNTING STANDARD IMPLEMENTATION SERVICES ($60,967.87)

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: 11/14/2023 5:30PM

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

Vernell McDaniel

From: [redacted]
Sent: Wednesday, November 1, 2023 6:08 PM
To: Vernell McDaniel
Subject: Resignation

Good evening Vernell,
I Betrina Warren is resigning from the Personnel Board as of November 1, 2023 @ 6:04 p.m.
Please advise as to where I can return the City gate opener as well as my Id badge.
Please advise.
Sincerely yours,
Betrina Warren
[redacted]

Sent from my iPhone

NOVEMBER 7, 2023

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: JEROME GROOMES, CITY MANAGER

SUBJECT: REQUEST TO SCHEDULE BUDGET WORKSHOPS FOR THE CONSIDERATION OF THE PROPOSED AMENDED FISCAL YEAR 2023-24 BUDGET AND (5) FIVE YEAR CAPITAL IMPROVEMENT PLAN.

Staff is requesting that the City Council schedule one (1) **Budget Workshop** as follows:

Date		**Time**	**Workshop**	**Location**
Tuesday	November 21, 2023	3:30 pm	REVIEW AND CONSIDERATION OF PROPOSED AMENDED BUDGET FOR FY 2023-24 AND FIVE (5) YEAR CAPITAL IMPROVEMENT PLAN	Council Chambers

Thank you,

JEROME GROOMES
CITY MANAGER

NOVEMBER 7, 2023

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: JEROME GROOMES, CITY MANAGER

SUBJECT: REQUEST TO SCHEDULE A PUBLIC HEARING, FOR THE ADOPTION OF THE PROPOSED FIVE (5) YEAR CAPITAL IMPROVEMENT PLAN

Section 1406 of the City Charter requires that the City Council shall hold a public hearing on the proposed budget at which interested persons desiring to be heard shall be given an opportunity to do so. Staff is requesting that the City Council schedule a **public hearing** for the consideration of the proposed five (5) year Capital Improvement Plan on the following dates:

Tuesday November 28, 2023 5:45 p.m. Council Chambers

Thank you,

JEROME GROOMES
CITY MANAGER

BRANDON MIMS
City Treasurer

Claudia Mijares
Chief Deputy City Treasurer

Claudia Eulloqui
Deputy Treasurer

Sonia Merritt
Deputy Treasurer

Michael Aguirre
Deputy Treasurer

Office: (310) 605-5515
Fax: (310) 763-4567

CITY OF
COMPTON
Incorporated in 1888

COMPTON CITY HALL
205 South Willowbrook Avenue • Compton, California 90220

November 7, 2023

To: Mayor and Council Members

From: Brandon Mims, City Treasurer

Subject: FY 2024 First Quarter Investment Report

Executive Summary

The FY 2024 First Quarter Investment Report summarizes the *unaudited* receipts ($40,253,550) and disbursements ($23,398,546, excluding payroll) from July 1, 2023 through September 30, 2023 and provides a general overview of the City's cash balances for the quarter.

Receipts

Pursuant to Section 701(a) of the City Charter, the City Treasurer shall "receive and have custody of all monies receivable by the City from any source." In accordance with this section, the City Treasurer's Office utilizes standard receipting software to track and report revenue received by the City.

The City of Compton collects revenue from a variety of sources. During the first quarter, the Treasurer's Office recorded revenue from more than 115 sources, including Sales and Use Tax, $3,201,325, Electricity Users Tax, $2,125,006, Building Permits, $505,643, Business Licenses, $345,857, Casino License Fee, $374,284, Interest Income, $499,328, Measure P Revenue, $4,194,415, Pension Tax, $1,008,711, and Utility Customer Accounts (Water Bill Payments), $4,254,932, to name a few.

Total revenue for the period, July 1, 2023 through September 30, 2023, is $40,253,550.

Significant Receipts

The table below lists the receipt title, account number, and period total for revenue types exceeding five hundred thousand dollars ($500,000).

Quarter Significant Receipts		
Receipt Title	**Account**	**Period Totals ($)**
Department of Transportation (Bridge) Unearned Revenue	1518-2093	10,000,000
Utility Users Accounts	5000-1150	4,254,932
Measure P Revenue	1004-3109	4,194,415
Sales and Use Tax	1001-3110	3,201,325
Electricity Users Tax	1001-3162	2,125,006
HUD Revenue	2820-3583	2,000,517
Property Tax – Current Year Secured	2100-3010	1,008,711
Water Department Capital Improvement A/R	5003-1170	889,547
Parking Citations	1001-3315	731,793
Prop A Revenue	2000-3578	644,504
State Gas Tax 2016	2200-3512	578,003
Gas Tax	1001-3161	567,168
Refuse Accounts Receivable	5100-1160	538,514
Prop C Revenue	1900-3578	535,093
Building Permits	1001-3210	505,643

Total receipts for the period is attached as Exhibit A.

Disbursements

Pursuant to Section 701(c) of the City Charter, the City Treasurer shall "disburse monies on demands properly audited in the manner provided for in this Charter." In accordance with this section, the City Treasurer's Offices uses standard banking and cash management procedures to track and organize the City's disbursements. The City of Compton disbursements payments to several types of payees. During the first quarter, the Treasurer's Office disbursed $23,398,546 in payments (excluding payroll).

The largest payments this quarter went to Public Employee Retirement System and LA County Sheriff for labor costs and public safety.

Notable Expenditures

The table below lists the vendor name, purpose, and amount for expenditures exceeding one hundred thousand dollars ($100,000) by quarter month. The complete check registers for July, August, and September 2023 are listed as Exhibits, B, C and D.

Jul-23		
Vendor Name	Reference	Amount ($)
LA County Sheriff	233324EC	2,021,148
Public Employees Retirement	10000001721435	1,213,982
City of Lynwood	120941	401,755
Consolidated Disposal Service	Apr-23	371,927
SO CA EDISON	700560258809	183,713
72 Hour LLC	WJ23067	144,874
Los Angeles County	May-23	128,101
MV Transportation	124079	126,232

Aug-23		
Vendor Name	Reference	Amount ($)
L A County Sheriff	233713EC	2,021,148
Public Employment Retirement	10000001724504	1,044,017
Consolidated Disposal Services	MAY-JUNE	779,448
Public Employment Retirement	10000001725705	747,406
Public Employment Retirement	10000001723440	741,390
Public Employment Retirement	10000001719584	371,337
City of Downey	236691	359,982
All American Asphalt	202990	359,880
Solutions Public Risk, Innovation	24350022	353,070
MV Transportation	124079	242,174
Public Employment Retirement	10000001725604	187,760
SO CA EDISON	700560258809	138,178
SO CA EDISON	700769335538	131,323
M V Transportation	124460	126,578
Hardy & Harper, Inc.	22609 RET	120,975

Sep-23		
Vendor Name	Reference	Amount ($)
Public Employee Retirement	10000001727636	1,232,011
Elk Grove Auto Group	22317	206,724
Southern California Precision	201000	200,000
Public Employee Retirement	10000001726278	195,943
Public Employee Retirement	10000001726974	195,441
All American Asphalt	INV 9 RET	176,746
SO CA EDISON	700560258809	156,519
MV Transportation	124806	117,692

Cash Balances

The City has twenty-three (23) bank accounts. The operational cash is pooled into the City's General City Bank Account and three (3) of the accounts are Deposit Account Control Agreements (DACA) relating to Proposition A, Proposition C, and Measure R. As of October 9, 2023, the balance in the City's operational accounts totaled $125,399,735.

	Cash Balances as of October 9, 2023	
	Bank Account Name/Purpose	Amount ($)
1	Credit Card Payments/Utility Billing - Fund 5000	4,174,292
2	Family Self Sufficiency - Fund 2820	138,676
3	General City Bank Account - Fund 1001	18,395,491
4	Home Loan Program - Fund 2805	1,249,791
5	Liability Account - Fund 6400	324,260
6	Local Housing Authority - Fund 2820	5,045,199
7	Local Housing Authority Administration Fees - Fund 2820	1,803,276
8	Local Housing Authority Port-In - Fund 2820	1,471,450
9	Measure M 1/2 Cent Sales Tax - Fund 1528	669,387
10	Measure M 1/2 Cent Sales Tax - Fund 1528 (DACA)	2,386,460
11	Measure P 1/2 Cent Sales Tax - Fund 1004	29,632,318
12	Measure R 1/2 Cent Sales Tax - Fund 1520	75,159
13	Measure R 1/2 Cent Sales Tax - Fund 1520 (DACA)	2,424,185
14	Pension Tax (PERS) - Fund 2100	31,550,751
15	Proposition A 1/2 Cent Sales Tax - Fund 2000	4,725,334
16	Proposition C 1/2 Cent Sales Tax - Fund 1900	878,985
17	Proposition C 1/2 Cent Sales Tax - Fund 1900 (DACA)	3,474,402
18	Section 108 HUD Loan Program - Fund 2818	2,887,542
19	Sewer Bond - Fund 5116	8,328
20	Successor Agency General - Fund 1201	12,561,229
21	Successor Agency Low Cost Housing - Fund 1203	1,391,937
22	Transportation Development Act - Fund 2604	-
23	Worker's Compensation - Fund 6300	131,283
	Total	125,399,735

Investments

The City Treasurer invests idle cash pursuant to the City's Investment Policy. A total of $174,042,990, or fifty-eight percent (58%) of the City's total cash is invested as shown in the table below.

Investment Accounts				
Fund	Investment Type	June 30, 2023 ($)	Sept. 30, 2023 ($)	Earnings ($)
Various	Pooled Cash - LAIF at 3.57%	73,887,687	75,144,094	1,256,406
1203	Successor Agency - LAIF at 3.57%	33,152,740	33,451,698	557,225
1001	Money Market Account at 3.20%	65,000,000	65,447,198	447,198
	Total	172,040,427	174,042,990	2,261,829

Investment earnings for the quarter is $2,261,829.

Fiscal Impact

None; the Treasurer's Report is transmitted to the Mayor and City Council pursuant to the Government Code and is intended to provide an unaudited snapshot of the City's cash balances for the quarter.

Recommendation

The City Treasurer recommends the City Council receive and file the FY 2024 First Quarter Investment Report.

Cash Receipts Report

July 1, 2023 through September 30, 2023

Mode: Summary
User: City Treasurer Department
Printed: 10/09/2023 - 7:50 AM

City of Compton
City Treasurer's Office
205 South Willowbrook Avenue
Compton, CA 90220
(310) 605-5515

Account Number	Account Description	Amount
1001-00-0000-1010	Claim on Cash-DEBIT ACCT ONLY	31,440.47
1001-00-0000-1060	AR Taxes Receivable Unsecured	383,597.99
1001-00-0000-1325	Prepaid Vision	36.29
1001-00-0000-2175	Accrued Vision Insurance	1,143.34
1001-00-0000-2176	Accrued Dental Insurance	3,719.32
1001-00-0000-2193	Accrued Wage Attachment	251.71
1001-00-0000-3010	Property Tax - Current Secur	78,674.78
1001-00-0000-3060	Property Tax - Aircraft	19,612.88
1001-00-0000-3110	Sales and Use Tax	3,201,325.22
1001-00-0000-3111	Sales and Use Tax	74,449.41
1001-00-0000-3126	Other Franchise Tax	203,236.67
1001-00-0000-3127	Towing Franchise Tax	6,827.20
1001-00-0000-3140	Transient Occupancy Tax	9,513.63
1001-00-0000-3150	Property Transfer	116,765.58
1001-00-0000-3160	Telephone Users Tax	272,867.54
1001-00-0000-3161	Gas Users Tax	567,168.50
1001-00-0000-3162	Electricity Users Tax	2,125,006.04
1001-00-0000-3164	Other Water Users Tax	132,933.24

Account Number	Account Description	Amount
1001-00-0000-3165	Cellular Users Tax	105,934.30
1001-00-0000-3167	PrePay Telecom User's Tax	32,076.05
1001-00-0000-3210	Building Permits	505,643.70
1001-00-0000-3220	Plumbing Permits	50,383.65
1001-00-0000-3230	Electrical Permits	46,016.00
1001-00-0000-3235	Mechanical Permit	26,235.00
1001-00-0000-3240	Other Construction Permits	105,118.00
1001-00-0000-3243	Tobacco Permit	11,000.00
1001-00-0000-3245	Business Licenses	345,857.21
1001-00-0000-3246	Business Licenses - Rental	15,705.00
1001-00-0000-3248	Rev License Fee-Casino	374,284.52
1001-00-0000-3250	Certificate of Occupancy	26,742.00
1001-00-0000-3251	Law Enforcement Impact Fee	2,831.95
1001-00-0000-3252	Park Impact Fee	19,277.73
1001-00-0000-3253	Fire Protection Impact Fee	15,968.02
1001-00-0000-3254	Transportation Impact Fee	31,352.92
1001-00-0000-3255	PublicWorks/Transit Impact Fee	14,772.84
1001-00-0000-3256	General Govt Impact Fee	28,637.00
1001-00-0000-3264	Burglar Alarm Permits	4,465.00
1001-00-0000-3265	Fire Permit Fees	76,566.00
1001-00-0000-3266	Permit - Tank Remv / Over Haul	14,892.64
1001-00-0000-3275	Conditional Use Variance	156.00
1001-00-0000-3277	Presale/Sub-Stand/Vac/As-is	15,302.00
1001-00-0000-3280	Miscellaneous Permits	62,694.01
1001-00-0000-3315	Parking Citations	731,793.38

Account Number	Account Description	Amount
1001-00-0000-3320	Other Court Fees	13,696.82
1001-00-0000-3321	Vehicle Impound	22,300.00
1001-00-0000-3410	Interest Income	499,328.80
1001-00-0000-3420	Rents & Concessions	42,301.10
1001-00-0000-3570	Court Subpoena Reimbursements	685.00
1001-00-0000-3573	Judgement Debt Collection Rev	131.25
1001-00-0000-3610	Environmental Review	161,119.79
1001-00-0000-3612	Subdivision Fees	16,341.00
1001-00-0000-3615	Sale of Maps & Publications	200.00
1001-00-0000-3618	City Provided Medical Service	667.99
1001-00-0000-3623	Special Fire Dept Services	1,684.00
1001-00-0000-3640	Plan Checking Fees	60,237.00
1001-00-0000-3641	Administration Fee - Payroll	217.90
1001-00-0000-3643	Admin Fees - Code Enfrc Citati	97,724.59
1001-00-0000-3666	Substandard Abatement	9,197.28
1001-00-0000-3684	Advertisement	40,000.00
1001-00-0000-3700	Recreation Swim & Slide	270.00
1001-00-0000-3721	Parks & Rec Room Rentals	16,776.50
1001-00-0000-3750	Ins Charges/Other Reimbrsmnts	196.20
1001-00-0000-3842	Penalties - Returned Checks	322.00
1001-00-0000-3881	Reproduction Charges	959.00
1001-00-0000-3887	Procurement Conference	5,025.00
1001-00-0000-3890	Misc Charges for Current Svcs	12,119.12
1001-00-0000-3980	Miscellaneous Revenue	2,552.48
1001-00-0000-4191	Health Insurance	425.10

Account Number	Account Description	Amount
1001-00-0000-4250	Communication	41.09
1001-65-0000-4996	Prior Year Adjustment	842.78
1001-67-0000-4171	Overtime - Officers	7,215.00
1001-72-0GS0-4171	Overtime	6,657.00
1001-84-0000-4171	Overtime - Recreation Dept	2,666.00
1001-84-0000-4238	Recreation: Special Projects	2,571.07
1004-00-0000-3109	Measure P - Revenue	4,194,415.80
1004-61-0000-4269	Other Contract Services	1,545.00
1017-00-0000-1010	Brickyard Proj - Claim on Cash	5,005.63
1017-00-0000-3257	Street Repair & Maintenance	15,016.89
1201-00-0000-3410	Interest Income - SARAFF	258,267.70
1201-00-0000-3910	Sales of Real Property	5,000.00
1205-00-0000-3980	Miscellaneous Revenue	539.11
1518-00-0000-2093	Dept. of Transp unearned rev	10,000,000.00
1520-00-0000-3410	Interest Income - MTA	15,320.89
1520-71-0010-3578	1/2 Cent Sales Tax	400,648.85
1528-00-0000-3410	Interest Income - Meas M	8,058.33
1528-71-0010-3578	1/2 Cent Sales Tax	304,024.68
1674-00-0000-3965	NSP - Repay Deferred Loan	44,100.05
1900-00-0000-3410	Interest Income - Prop C	13,063.24
1900-71-0010-3578	1/2 Cent Sales Tax	535,093.62
2000-00-0000-3410	Interest Income - Prop A	25,667.88
2000-00-0000-3422	Transit Bus Passenger Fare	7,234.11
2000-00-0000-3578	1/2 Cent Sales Tax - Prop A	644,504.37
2100-00-0000-1327	Prepaid PERS	3,678.98

Account Number	Account Description	Amount
2100-00-0000-2162	PERS PEPRA	113,476.06
2100-00-0000-3010	Property Tax - CY Sec	1,008,711.79
2100-00-0000-3410	Interest Income - PERS	280,047.34
2100-61-0000-4191	Health Insurance	4,851.34
2200-00-0000-3512	State Gas Tax 2016	578,003.40
2300-00-0000-3512	Gas Tax 2106	82,090.86
2300-00-0000-3513	Gas Tax 2107	196,102.21
2300-00-0000-3514	Gas Tax 2107	7,500.00
2300-00-0000-3515	Gas Tax 2105	141,248.89
2300-00-0000-3516	Gas Tax 2103	252,493.37
2502-00-0000-3761	Assessments	114,021.47
2604-00-0000-3410	Interest Income - TDA	103.43
2604-00-0000-3569	TDA Grant	7,668.00
2625-00-0000-3569	Other State Grant - AB 2766	31,428.03
2685-00-0000-2093	Unearned Grant Revenues	21,422.09
2820-00-0000-3410	Interest Income - LHA	157.83
2820-00-0000-3420	Rents & Concessions	308,524.00
2820-00-0000-3583	HUD Revenue	2,000,517.00
2820-00-0000-3884	Administration Fees	18,367.07
2820-00-0000-3886	Housing Administrative Fee	239,307.00
2820-00-0000-3980	Miscellaneous Revenue	29,116.28
2820-79-0000-4285	Housing Assistance Payments	1,591.00
3031-00-0000-1004	ICFA STR BOND SERIES 2021	496,561.78
4000-80-0000-4216	Redev-ERD Printing & Duplicat	500.00
5000-00-0000-1150	Utility Customer Accounts	4,254,932.07

Account Number	Account Description	Amount
5000-00-0000-2200	Prepayment	30,700.00
5000-00-0000-3640	Plan Check	6,797.00
5000-00-0000-3833	Contirb for Install of Svc	35,722.00
5000-00-0000-3841	Turn On Charges	1,110.00
5000-00-0000-3843	Resetting Meters	933.00
5000-00-0000-3848	Water Fund Miscellaneous	10,098.00
5000-00-0000-3890	Misc Charges Convenience Fee	34,399.53
5003-00-0000-1170	Water Dept Cap Imprvmnt A/R	889,547.11
5100-00-0000-1160	Refuse Accounts Receivable	538,514.15
5100-00-0000-3125	Rubbish Franchise Fee	249,069.42
5100-00-0000-3761	Assessments	65,542.24
5100-00-0000-3980	Miscellaneous Solid Waste Rev	102,000.00
5116-00-0000-3410	Interest Income - Sewer Servic	7,171.41
5116-00-0000-3761	Assessments	22,446.60
5117-00-0000-1170	Sewer Capital Improvement A/R	484,066.02
5300-00-0000-2202	35 & Up Baseball League	3,300.00
5300-00-0000-3740	Recreation Program Charges	216.15
5300-00-0003-3740	Youth Basketball	495.00
5300-00-0033-3740	Music and Drama Event	750.00
6300-00-0000-3570	Court Subpoena Reimbursements	15.00
6300-42-0000-4265	Workers Compensation Payment	216.00
6400-42-0000-4268	Insurance Premiums	47.65
7002-00-0000-3126	Other Franchise Tax - Gov't Ac	20,495.28
7200-00-0000-2088	Due to Other Agencies	144,323.76
7200-00-0000-2219	Strong Motion Impl	5,524.99

Account Number	Account Description	Amount
7200-00-0000-2224	Christmas Basket	77.50
7200-00-0000-2240	SB1186	4,660.15
7200-00-0000-2249	Deposit for Parking Citation	120.00
7200-00-0000-2260	Temp Street Closure Deposit	1,200.00
7200-00-0000-2275	Refundable Deposit	1.88
7200-00-0000-2287	SB 1473 Calderon	7,317.48

Report Totals: **40,253,550.35**

City of Compton

Consolidated Checks Register

07/01/2023 to 07/31/2023 Job Number: 1745874

Check	Payee ID	Payee Name	First Reference	Subs	Check Date	Cancel Date	Type	Status	Check Amount
AP CHK 00265273	T20109	ANNETTE PATTERSON	318 S SHERER	OH	07/06/2023		MW	RV	$166.20
AP CHK 00265274	10007434	ARAMARK UNIFORM & CAREER APPAREL	5860174321	OH	07/06/2023		MW	RV	$263.36
AP CHK 00265275	T20115	ARTURO CHAVEZ	1002 N	OH	07/06/2023		MW	RV	$95.00
AP CHK 00265276	T20125	BRECKENRIDGE PROPERTY FUND 2016	1801 W	OH	07/06/2023		MW	RV	$97.79
AP CHK 00265277	T20112	BRIAN MILLER	1518 W 137TH	OH	07/06/2023		MW	RV	$161.53
AP CHK 00265278	T20120	CHEM TAINER IND INC	135 E STANLEY	OH	07/06/2023		MW	RV	$104.16
AP CHK 00265279	10004054	THE CHILDREN'S CLINIC	#4	OH	07/06/2023	07/13/2023	MW	CX	$60,000.00
AP CHK 00265280	T20107	CHRIS YORK	11 LILAC LANE	OH	07/06/2023	07/18/2023	MW	CX	$95.45
AP CHK 00265281	10002435	CITY OF LYNWOOD	0120941	OH	07/06/2023	08/16/2023	MW	CX	$401,755.67
AP CHK 00265282	10007656	CIVIL SOURCE INC	312720	OH	07/06/2023	07/11/2023	MW	CX	$2,060.00
AP CHK 00265283	10009070	COMMERCIAL PEST SERVICES	12767	OH	07/06/2023	07/19/2023	MW	CX	$3,250.00
AP CHK 00265284	T20106	DEJOURNETT WYATT	1300 S	OH	07/06/2023		MW	IS	$18.01
AP CHK 00265285	00255345	DEPT OF JUSTICE	658579	OH	07/06/2023	07/11/2023	MW	CX	$320.00
AP CHK 00265286	00274438	DUNN-EDWARDS CORPORATION	2074407344	OH	07/06/2023	07/11/2023	MW	CX	$1,730.09
AP CHK 00265287	00274445	DUTHIE POWER SERVICES	S112679	OH	07/06/2023	07/10/2023	MW	CX	$867.95
AP CHK 00265288	T20103	ENVIRO-FLOW	126 E ORIS C	OH	07/06/2023	07/25/2023	MW	CX	$593.67
AP CHK 00265289	T20117	EVERETT BURNETT	115 N	OH	07/06/2023	07/11/2023	MW	CX	$25.76
AP CHK 00265290	T20123	EXPERT REAL ESTATE AND	1901 E PINE	OH	07/06/2023	07/25/2023	MW	CX	$145.05
AP CHK 00265291	10009933	DENNIS J. FREEMAN	1118	OH	07/06/2023	07/14/2023	MW	CX	$6,777.00
AP CHK 00265292	T20121	GGB PARTNERS ONE LP	1310 E	OH	07/06/2023	07/13/2023	MW	CX	$157.95
AP CHK 00265293	10006601	HD SUPPLY FACILITIES MAINTENANCE	745706457	OH	07/06/2023	07/13/2023	MW	CX	$163.13
AP CHK 00265294	T20119	J DAVIDSON	315 W	OH	07/06/2023	07/11/2023	MW	CX	$72.67
AP CHK 00265295	T20113	JMC PARTNERS LLC	519 S LONG	OH	07/06/2023	07/12/2023	MW	CX	$300.00
AP CHK 00265296	10007690	JMDIAZ INC	029 (23-085)	OH	07/06/2023	07/17/2023	MW	CX	$10,736.28
AP CHK 00265297	T20101	JOSE AMAYA	B22-000928	OH	07/06/2023	07/13/2023	MW	CX	$1,000.00
AP CHK 00265298	T20111	JOSE PEREZ	1016 W	OH	07/06/2023	07/13/2023	MW	CX	$107.11
AP CHK 00265299	T20114	JULIA OROZCO	500 H6 N	OH	07/06/2023		MW	IS	$16.17
AP CHK 00265300	T20122	KIRAN DESAI	812 N	OH	07/06/2023	07/11/2023	MW	CX	$113.82
AP CHK 00265301	00474570	LIFE ASSIST INC	1334998	OH	07/06/2023	07/10/2023	MW	CX	$38,878.40
AP CHK 00265302	10003411	M V TRANSPORTATION INC	124079	OH	07/06/2023		MW	RV	$126,232.01
AP CHK 00265303	00533103	MARTIN CONTAINERS	RI112734	OH	07/06/2023	07/11/2023	MW	CX	$148.84
AP CHK 00265304	T20108	MAURICE WANDRICKS	2112 N WARD	OH	07/06/2023	07/24/2023	MW	CX	$161.53
AP CHK 00265305	10007898	NESTLE WATERS NORTH AMERICA	03F6706295889	OH	07/06/2023	07/14/2023	MW	CX	$25.72
AP CHK 00265306	T20104	NUMERO UNO MARKET	420 S LONG	OH	07/06/2023	07/18/2023	MW	CX	$1,034.60

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AP CHK 00265307	T20126	NUMERO UNO MARKET	420 S LONG	OH	07/06/2023	07/18/2023	MW	CX	$215.99
AP CHK 00265308	T20102	OPENDOOR PROPERTY TRUST	500 Q1 N	OH	07/06/2023	07/20/2023	MW	CX	$300.00
AP CHK 00265309	T20116	PEDRO JIMENEZ	925 W MAPLE	OH	07/06/2023	08/09/2023	MW	CX	$18.60
AP CHK 00265310	T20105	ROBERT GLADYSZ	21 EDGEMONT	OH	07/06/2023	07/19/2023	MW	CX	$181.53
AP CHK 00265311	T20124	ROSALIE FRAZIER PENNER	418 S SHERER	OH	07/06/2023	08/07/2023	MW	CX	$234.05
AP CHK 00265312	T20118	THERESA MCNAIR	1300 EXMOOR	OH	07/06/2023		MW	IS	$61.28
AP CHK 00265313	T20110	LLC VAZIN R.E ASSOCIATES 2003	420 S LONG	OH	07/06/2023	07/18/2023	MW	CX	$54.48
AP CHK 00265314	10009067	ANTHONY WARD	EM REIM	OH	07/06/2023	07/17/2023	MW	CX	$165.30
AP CHK 00265315	10009806	CHARTER COMMUNICATIONS	84483005012025	OH	07/11/2023	07/21/2023	MW	CX	$2,781.17
AP CHK 00265316	VOID.CONTI	Void - Continued Stub	CONTINUE	OH	07/11/2023		VM	VD	$0.00
AP CHK 00265317	VOID.CONTI	Void - Continued Stub	CONTINUE	OH	07/11/2023		VM	VD	$0.00
AP CHK 00265318	VOID.CONTI	Void - Continued Stub	CONTINUE	OH	07/11/2023		VM	VD	$0.00
AP CHK 00265319	VOID.CONTI	Void - Continued Stub	CONTINUE	OH	07/11/2023		VM	VD	$0.00
AP CHK 00265320	00202600	COMPTON MUNICIPAL WATER CO	1349090030	OH	07/11/2023	07/13/2023	MW	CX	$27,556.13
AP CHK 00265321	10008457	FRONTIER CALIFORNIA INC	20915139060305	OH	07/11/2023	07/24/2023	MW	CX	$483.56
AP CHK 00265322	00487210	LOS ANGELES COUNTY	MAY 2023	OH	07/11/2023	07/27/2023	MW	CX	$128,101.27
AP CHK 00265323	10009297	SCREAMIN EAGLE SERVICES INC	6292023	OH	07/11/2023	07/17/2023	MW	CX	$14,580.00
AP CHK 00265324	00811270	SO CA EDISON	700769335538	OH	07/11/2023	07/18/2023	MW	CX	$49,063.91
AP CHK 00265325	00815000	SOUTHERN CALIFORNIA GAS COMPANY	17570144000	OH	07/11/2023	07/19/2023	MW	CX	$3,007.33
AP CHK 00265326	10008371	T-MOBILE USA INC	953790872	OH	07/11/2023	07/28/2023	MW	CX	$1,522.46
AP CHK 00265327	10009660	U.S. VENTURE HOLDINGS INC	US GAIN	OH	07/11/2023	07/20/2023	MW	CX	$2,158.42
AP CHK 00265328	10010070	VAN SCOTT	00100	OH	07/11/2023	07/19/2023	MW	CX	$300.00
AP CHK 00265329	10001363	VERIZON WIRELESS - LA	36111507300004	OH	07/11/2023	07/18/2023	MW	CX	$3,927.90
AP CHK 00265330	00010720	AAA FLAG AND BANNER	INV283544	OH	07/18/2023	08/01/2023	MW	CX	$950.91
AP CHK 00265331	T19916	ALEXANDER & SONS INVESTMENTS	1408 S	OH	07/18/2023	08/23/2023	MW	CX	$181.95
AP CHK 00265332	10007192	ALL STAR INTERPRETING SERVICE INC	21772	OH	07/18/2023	08/04/2023	MW	CX	$2,250.00
AP CHK 00265333	10009685	ALLIED MANAGED CARE INC	53602	OH	07/18/2023	07/31/2023	MW	CX	$1,500.00
AP CHK 00265334	10005670	ALFREDO ALVAREZ	TOOL ALL	OH	07/18/2023	07/31/2023	MW	CX	$500.00
AP CHK 00265335	T20109	ANNETTE PATTERSON	318 S SHERER	OH	07/18/2023	08/03/2023	MW	CX	$166.20
AP CHK 00265336	10007434	ARAMARK UNIFORM & CAREER APPARE	5860177113	OH	07/18/2023	07/28/2023	MW	CX	$525.25
AP CHK 00265337	T20115	ARTURO CHAVEZ	1002 N	OH	07/18/2023	08/03/2023	MW	CX	$95.00
AP CHK 00265338	10004576	ATKINSON ANDELSON LOYA RUUD &	683668	OH	07/18/2023	07/28/2023	MW	CX	$556.50
AP CHK 00265339	10007694	AUX OFFICE INC	00148.04	OH	07/18/2023	07/31/2023	MW	CX	$935.98
AP CHK 00265340	10009322	AZTEK COMPUTERS	202762	OH	07/18/2023	07/31/2023	MW	CX	$2,019.78

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AP CHK 00265341	10009895	BANK OF THE WEST	AUGUST 2023	OH	07/18/2023	07/31/2023	MW	CX	$281.86
AP CHK 00265342	10008841	EDWARD BERRYMAN	BOOT ALL	OH	07/18/2023	07/27/2023	MW	CX	$273.73
AP CHK 00265343	10009094	BEST WOOD CHIPS	34503962	OH	07/18/2023	07/28/2023	MW	CX	$9,951.00
AP CHK 00265344	10010069	BIG O TAKO	00999	OH	07/18/2023	08/15/2023	MW	CX	$500.00
AP CHK 00265345	00097500	BISHOP CO	INV-864189	OH	07/18/2023	08/01/2023	MW	CX	$1,664.51
AP CHK 00265346	00100790	BLUE DIAMOND MATERIALS	3197960	OH	07/18/2023	07/28/2023	MW	CX	$3,595.07
AP CHK 00265347	T20125	BRECKENRIDGE PROPERTY FUND 2016	1801 W	OH	07/18/2023	08/02/2023	MW	CX	$97.79
AP CHK 00265348	T20112	BRIAN MILLER	1518 W 137TH	OH	07/18/2023		MW	IS	$161.53
AP CHK 00265349	10009957	C3 OFFICE SOLUTIONS LLC	INV162460	OH	07/18/2023	08/01/2023	MW	CX	$1,430.87
AP CHK 00265350	10008106	CA CITIES FOR SELF-RELIANCE	JPA0014	OH	07/18/2023	07/28/2023	MW	CX	$30,000.00
AP CHK 00265351	10009701	PEDRO CAMPOS	BOOT ALL	OH	07/18/2023	08/21/2023	MW	CX	$76.64
AP CHK 00265352	T20120	CHEM TAINER IND INC	135 E STANLEY	OH	07/18/2023	08/08/2023	MW	CX	$104.16
AP CHK 00265353	10001406	CINTAS CORPORATION #053	4157203946	OH	07/18/2023	08/01/2023	MW	CX	$806.08
AP CHK 00265354	00154050	CITY OF LONG BEACH	30994	OH	07/18/2023	08/09/2023	MW	CX	$260.46
AP CHK 00265355	10007656	CIVIL SOURCE INC	336147	OH	07/18/2023	08/03/2023	MW	CX	$19,373.75
AP CHK 00265356	10003143	CLEANSTREET	106060CS	OH	07/18/2023	08/30/2023	MW	CX	$57,480.00
AP CHK 00265357	10007648	CONSOLIDATED DISPOSAL SERVICES LLC	APR-23	OH	07/18/2023	07/31/2023	MW	CX	$371,927.77
AP CHK 00265358	T20154	DEMETRIUS CROOK	V# 94460	OH	07/18/2023	08/03/2023	MW	CX	$490.00
AP CHK 00265359	T20130	Dae D. Yoo	B23-000463	OH	07/18/2023	08/01/2023	MW	CX	$2,000.00
AP CHK 00265360	00297510	LILLIE P DARDEN	23 MUNICIPAL	OH	07/18/2023	08/17/2023	MW	CX	$1,795.75
AP CHK 00265361	T20127	Denise EL Amin	V#94414- 94439	OH	07/18/2023	08/11/2023	MW	CX	$490.00
AP CHK 00265362	10009193	DFM ASSOCIATES	2023 ELEC	OH	07/18/2023	08/10/2023	MW	CX	$34.00
AP CHK 00265363	10006007	DOUGLAS INDUSTRIAL MEDICAL CLINIC	1949-19219	OH	07/18/2023	07/28/2023	MW	CX	$1,145.00
AP CHK 00265364	00835060	DS SERVICES OF AMERICA INC	23030455	OH	07/18/2023	08/03/2023	MW	CX	$479.19
AP CHK 00265365	10005385	SERGIO DURAN	BOOT ALL	OH	07/18/2023		MW	IS	$275.00
AP CHK 00265366	00274445	DUTHIE POWER SERVICES	S114107	OH	07/18/2023	07/28/2023	MW	CX	$812.95
AP CHK 00265367	10009977	E.S.R PLUMBING & HARDWARE SUPPLIES	36257	OH	07/18/2023	08/07/2023	MW	CX	$282.24
AP CHK 00265368	10010050	ENVIRO TEK	C-3363	OH	07/18/2023	07/31/2023	MW	CX	$3,050.99
AP CHK 00265369	10009009	ENVIRONMENTAL DETECTIVES	001010023	OH	07/18/2023	08/03/2023	MW	CX	$3,420.00
AP CHK 00265370	10003979	FERGUSON ENTERPRISES INC	0010809	OH	07/18/2023	07/28/2023	MW	CX	$34,508.14
AP CHK 00265371	10003979	FERGUSON ENTERPRISES INC	0230482	OH	07/18/2023	08/01/2023	MW	CX	$781.80
AP CHK 00265372	10008195	FIRST AMERICAN DATA COMPANY LLC	20041451222	OH	07/18/2023	07/31/2023	MW	CX	$98.85
AP CHK 00265373	T20153	DANIELLE FLEMING	V#94411	OH	07/18/2023	07/31/2023	MW	CX	$400.00
AP CHK 00265374	10009978	DENNIS FREEMAN	1111	OH	07/18/2023	08/18/2023	MW	CX	$1,900.00

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AP CHK 00265375	10007330	JORGE GALINDO	542	OH	07/18/2023	08/21/2023	MW	CX	$250.00
AP CHK 00265376	10010077	GARY MOORE	BOOT ALL	OH	07/18/2023	07/28/2023	MW	CX	$275.00
AP CHK 00265377	10007231	GLENN E THOMAS COMPANY INC	7271132	OH	07/18/2023	07/31/2023	MW	CX	$3,167.93
AP CHK 00265378	10002684	GovConnection	74175975	OH	07/18/2023	08/03/2023	MW	CX	$8,068.08
AP CHK 00265379	10006601	HD SUPPLY FACILITIES MAINTENANCE	750072373	OH	07/18/2023	07/31/2023	MW	CX	$653.67
AP CHK 00265380	10006601	HD SUPPLY FACILITIES MAINTENANCE	748878030	OH	07/18/2023	07/31/2023	MW	CX	$605.36
AP CHK 00265381	10008892	HOLLYWOOD CARPET INC	3800	OH	07/18/2023	07/28/2023	MW	CX	$8,557.19
AP CHK 00265382	10009927	HOLLYWOOD ELITE SECURITY INC	2068	OH	07/18/2023	07/28/2023	MW	CX	$13,280.00
AP CHK 00265383	10005591	INFOSEND INC	240163	OH	07/18/2023	07/28/2023	MW	CX	$24,758.01
AP CHK 00265384	10008353	J.D. GLASS INC	823	OH	07/18/2023	08/02/2023	MW	CX	$3,800.00
AP CHK 00265385	T15713	DEVALLE JAMES	REIM DIST 2	OH	07/18/2023		MW	IS	$150.92
AP CHK 00265386	10003365	THE JANKOVICH COMPANY	5441481	OH	07/18/2023	07/28/2023	MW	CX	$7,174.12
AP CHK 00265387	10009353	JENDO INVESTMENT INC	215819	OH	07/18/2023	08/15/2023	MW	CX	$84.00
AP CHK 00265388	T20128	John Martinez	V# 092883	OH	07/18/2023		MW	IS	$256.00
AP CHK 00265389	10005623	KOA CORPORATION	JC21052-14	OH	07/18/2023	07/31/2023	MW	CX	$228.00
AP CHK 00265390	10009870	KREATING KOURAGE LLC	00190	OH	07/18/2023		MW	RV	$275.62
AP CHK 00265391	00302741	L A COUNTY SHERIFF	233324EC	OH	07/18/2023	08/01/2023	MW	CX	$2,021,148.27
AP CHK 00265392	10008121	LEE'S TOOLS	1077092	OH	07/18/2023	08/02/2023	MW	CX	$132.85
AP CHK 00265393	00474565	LIEBERT CASSIDY WHITMORE	241443	OH	07/18/2023	08/01/2023	MW	CX	$625.50
AP CHK 00265394	00475500	LINDSAY LUMBER COMPANY	460505	OH	07/18/2023	07/28/2023	MW	CX	$1,546.64
AP CHK 00265395	10005840	JOCELYN LOGAN	EM REIM GOV	OH	07/18/2023	08/07/2023	MW	CX	$147.34
AP CHK 00265396	10009991	LONG BEACH LLC	F0CB701885	OH	07/18/2023	07/31/2023	MW	CX	$11,736.58
AP CHK 00265397	10003516	LOS ANGELES CO PUBLIC WORKS	RE-	OH	07/18/2023	08/01/2023	MW	CX	$4,828.17
AP CHK 00265398	10008007	MAJESTIC AUTO GLASS	23937	OH	07/18/2023	08/28/2023	MW	CX	$987.79
AP CHK 00265399	00555000	METROPOLITAN WATER DISTRICT OF S	11135	OH	07/18/2023	07/31/2023	MW	CX	$16,679.47
AP CHK 00265400	10008893	MONTGOMERY HARDWARE CO	752329	OH	07/18/2023	07/31/2023	MW	CX	$661.02
AP CHK 00265401	10009968	MVN & ASSOCIATES LLC	2023-003	OH	07/18/2023	07/31/2023	MW	CX	$3,000.00
AP CHK 00265402	10007898	NESTLE WATERS NORTH AMERICA	13E0026286195	OH	07/18/2023	08/04/2023	MW	CX	$222.08
AP CHK 00265403	10004183	NEW WEST LANDSCAPING	4138	OH	07/18/2023	07/31/2023	MW	CX	$637.50
AP CHK 00265404	10009861	ODP BUSINESS SOLUTIONS LLC.	314003732001	OH	07/18/2023	08/07/2023	MW	CX	$1,506.42
AP CHK 00265405	00650802	OFFICE DEPOT	314883098001	OH	07/18/2023	08/07/2023	MW	CX	$3,409.98
AP CHK 00265406	10007650	OREILLY AUTOMOTIVE STORES INC	3079-320138	OH	07/18/2023	08/03/2023	MW	CX	$1,926.35
AP CHK 00265407	T20129	Patrice Stewart	V# 094441	OH	07/18/2023	08/01/2023	MW	CX	$250.00
AP CHK 00265408	10010025	DAVE PAYETTA	2015094	OH	07/18/2023	08/03/2023	MW	CX	$11,879.00

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AP CHK 00265409	10008281	ULYSSES PINKNEY	BOOT ALL	OH	07/18/2023	07/28/2023	MW	CX	$238.69
AP CHK 00265410	10010036	QUADIENT INC.	16968261	OH	07/18/2023	08/02/2023	MW	CX	$237.75
AP CHK 00265411	10005980	QUILL CORPORATION	32998182	OH	07/18/2023	08/04/2023	MW	CX	$400.16
AP CHK 00265412	10008899	CHARLES RAMIREZ	BOOT ALL	OH	07/18/2023		MW	IS	$250.00
AP CHK 00265413	10008898	RAYS AUTO	519	OH	07/18/2023	07/28/2023	MW	CX	$8,045.25
AP CHK 00265414	10009470	JUAN C RECINOS	1818	OH	07/18/2023		MW	IS	$750.00
AP CHK 00265415	10009338	REPUBLIC SERVICES INC	0902-011704601	OH	07/18/2023	08/04/2023	MW	CX	$16,523.28
AP CHK 00265416	10005398	ROADLINE PRODUCTS INC USA	18744	OH	07/18/2023	08/01/2023	MW	CX	$10,270.18
AP CHK 00265417	10004211	RON'S MAINTENANCE CORP	779	OH	07/18/2023	08/04/2023	MW	CX	$16,440.00
AP CHK 00265418	10008277	EMMA SHARIF	MAYORS 91ST	OH	07/18/2023	07/28/2023	MW	CX	$232.19
AP CHK 00265419	00792523	SMART & FINAL	3412360057601	OH	07/18/2023	08/01/2023	MW	CX	$335.93
AP CHK 00265420	00792523	SMART & FINAL	3412360026401	OH	07/18/2023	08/01/2023	MW	CX	$963.17
AP CHK 00265421	10010080	RICO SMITH	BOOT ALL	OH	07/18/2023	07/28/2023	MW	CX	$126.49
AP CHK 00265422	10007455	SONSRAY MACHINERY LLC	PSO078321-1	OH	07/18/2023	07/28/2023	MW	CX	$261.34
AP CHK 00265423	00846370	STAPLES ADVANTAGE	3540616211	OH	07/18/2023	07/31/2023	MW	CX	$601.24
AP CHK 00265424	10010058	STEPHEN CHRISTOPHER REED	23	OH	07/18/2023	08/10/2023	MW	CX	$103.04
AP CHK 00265425	10008677	TEDDY BY BEAR	68334	OH	07/18/2023	07/28/2023	MW	CX	$606.30
AP CHK 00265426	10009395	THE SHERWIN-WILLIAMS COMPANY	9192-3	OH	07/18/2023	08/07/2023	MW	CX	$998.17
AP CHK 00265427	10009958	TOWNSEND PUBLIC AFFAIRS INC	19965	OH	07/18/2023	08/04/2023	MW	CX	$8,000.00
AP CHK 00265428	00908002	U S BANK	6930738	OH	07/18/2023	08/03/2023	MW	CX	$5,435.00
AP CHK 00265429	00912500	U S POST OFFICE POSTMASTER	POSTAGE JUNE	OH	07/18/2023	08/01/2023	MW	CX	$10,000.00
AP CHK 00265430	10007642	UNIFIRST CORPORATION	2190005402	OH	07/18/2023	08/01/2023	MW	CX	$526.57
AP CHK 00265431	10005443	UNITED STATES CONFERENCES OF	INV003516	OH	07/18/2023	08/02/2023	MW	CX	$5,269.00
AP CHK 00265432	10009008	VERITIV OPERATING COMPANY	069-50565205	OH	07/18/2023	07/31/2023	MW	CX	$945.37
AP CHK 00265433	T15674	THOMAS WALKER	BOOT ALL	OH	07/18/2023	07/27/2023	MW	CX	$250.00
AP CHK 00265434	00930000	WALTERS WHOLESALE ELECTRIC CO	S123177092.001	OH	07/18/2023	07/28/2023	MW	CX	$95.49
AP CHK 00265435	00934060	WATER REPLENISHMENT DISTRICT	CBWM23-034	OH	07/18/2023	08/01/2023	MW	CX	$11,094.64
AP CHK 00265436	10004949	WATERLINE TECHNOLOGIES INC	5636100	OH	07/18/2023	07/28/2023	MW	CX	$6,200.19
AP CHK 00265437	00936332	WAXIE'S ENTERPRISES INC	81791916	OH	07/18/2023	07/31/2023	MW	CX	$21,379.82
AP CHK 00265438	10000824	WEST PUBLISHING CORPORATION	848381598	OH	07/18/2023	08/01/2023	MW	CX	$1,148.60
AP CHK 00265439	00963065	WHITE CAP INDUSTRIES	53208203	OH	07/18/2023	08/04/2023	MW	CX	$145.23
AP CHK 00265440	10009899	XPRESSMYSELF.COM LLC	SPS-48308	OH	07/18/2023	08/02/2023	MW	CX	$2,628.68
AP CHK 00265441	00977030	YAMADA CO INC	83193	OH	07/18/2023	08/03/2023	MW	CX	$2,662.27
AP CHK 00265442	10006644	SUSAN ADAMS	JULY 2023	OH	07/18/2023		MW	IS	$150.00

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07/01/2023 to 07/31/2023 Job Number: 1749109

Check	Payee ID	Payee Name	First Reference	Subs	Check Date	Cancel Date	Type	Status	Check Amount
AP CHK 00265443	10002915	JUANITA GREEN-WRIGHT	JULY 2023	OH	07/18/2023	08/07/2023	MW	CX	$150.00
AP CHK 00265444	10008951	MONA JONES	JULY 2023	OH	07/18/2023		MW	IS	$150.00
AP CHK 00265445	10005660	PAY PLUS BENEFITS INC	31145	OH	07/18/2023	07/31/2023	MW	CX	$665.95
AP CHK 00265446	10009868	DIEGO RAMIREZ	JULY 2023	OH	07/18/2023	08/03/2023	MW	CX	$150.00
AP CHK 00265447	10008592	MARK R SMITH	JULY 2023	OH	07/18/2023	08/02/2023	MW	CX	$150.00
AP CHK 00265448	10008362	72 HOUR LLC	WJ23067	OH	07/26/2023		MW	IS	$144,874.90
AP CHK 00265449	10008758	AMOBIUS GROUP INC	3314	OH	07/26/2023		MW	IS	$600.00
AP CHK 00265450	10007593	ARROWHEAD SCIENTIFIC INC	160143	OH	07/26/2023	08/07/2023	MW	CX	$652.95
AP CHK 00265451	VOID.CONTI	Void - Continued Stub	CONTINUE	OH	07/26/2023		VM	VD	$0.00
AP CHK 00265452	10002636	AT&T	9391082554	OH	07/26/2023	08/10/2023	MW	CX	$36,043.30
AP CHK 00265453	10007588	AT&T MOBILITY II LLC	287309257455	OH	07/26/2023	08/09/2023	MW	CX	$4,847.13
AP CHK 00265454	10010060	AUTO ACCESSORIES	23515	OH	07/26/2023	08/14/2023	MW	CX	$20,666.80
AP CHK 00265455	10009322	AZTEK COMPUTERS	202917	OH	07/26/2023	08/07/2023	MW	CX	$1,642.72
AP CHK 00265456	10008810	CALIFORNIA SOCIETY OF CERTIFIED	I-00065772217	OH	07/26/2023	08/04/2023	MW	CX	$3,280.00
AP CHK 00265457	10001482	CALIFORNIA WATER SERVICE	8113215277	OH	07/26/2023	08/04/2023	MW	CX	$2,000.22
AP CHK 00265458	10006586	COMMLINE INC	0028338	OH	07/26/2023	08/21/2023	MW	CX	$7,719.30
AP CHK 00265459	10009998	DCM SERVICES INC	6000	OH	07/26/2023	08/21/2023	MW	CX	$7,290.00
AP CHK 00265460	10007452	DOING IT ON TOP INC	5569	OH	07/26/2023	08/18/2023	MW	CX	$1,675.00
AP CHK 00265461	T20151	ENVIROMENTAL SUPPORT SERVICES	1217 W	OH	07/26/2023		MW	IS	$53.00
AP CHK 00265462	10002754	FAILSAFE TESTING	12642	OH	07/26/2023	08/21/2023	MW	CX	$3,698.56
AP CHK 00265463	10008457	FRONTIER CALIFORNIA INC	20915139060305	OH	07/26/2023	08/11/2023	MW	CX	$195.33
AP CHK 00265464	10010079	JESSICA GONZALEZ	MILEAGE	OH	07/26/2023		MW	IS	$21.02
AP CHK 00265465	T20152	MARIO GRIZZELLE	BPS23-000175	OH	07/26/2023	08/10/2023	MW	CX	$129.00
AP CHK 00265466	10010054	Interior Flooring Solutions	763	OH	07/26/2023	08/09/2023	MW	CX	$23,795.82
AP CHK 00265467	T20097	JORGE BENITEZ	B23-000762	OH	07/26/2023	08/21/2023	MW	CX	$2,000.00
AP CHK 00265468	00235050	L N CURTIS AND SON	INV692703	OH	07/26/2023		MW	IS	$614.68
AP CHK 00265469	10008007	MAJESTIC AUTO GLASS	24263	OH	07/26/2023	08/28/2023	MW	CX	$1,190.70
AP CHK 00265470	10009338	REPUBLIC SERVICES INC	3-0902-7600009	OH	07/26/2023	08/07/2023	MW	CX	$25,342.18
AP CHK 00265471	10005728	SEA COAST DESIGN GROUP INC	25331	OH	07/26/2023	08/08/2023	MW	CX	$1,438.36
AP CHK 00265472	00811270	SO CA EDISON	700560258809	OH	07/26/2023	08/04/2023	MW	CX	$183,713.32
AP CHK 00265473	00815000	SOUTHERN CALIFORNIA GAS COMPANY	12400621004	OH	07/26/2023	08/04/2023	MW	CX	$1,283.03
AP CHK 00265474	10005299	TAJ TRADING CORPORATION	03800	OH	07/26/2023	08/08/2023	MW	CX	$435.84
AP CHK 00265491	T20143	3033 W BEVERLY BLVD LLC	1810 E	OH	07/27/2023		MW	IS	$211.58
AP CHK 00265492	T20145	CRYSTAL ALEXANDER	12 PINOT WAY	OH	07/27/2023	08/04/2023	MW	CX	$178.45

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07/01/2023 to 07/31/2023 Job Number: 1750330

Check	Payee ID	Payee Name	First Reference	Subs	Check Date	Cancel Date	Type	Status	Check Amount
AP CHK 00265493	T20058	BLACKHILL PROPERTIES	519 W SPRUCE	OH	07/27/2023		MW	IS	$22.54
AP CHK 00265494	T20137	JOSE CASTILLO @	4006 E	OH	07/27/2023		MW	IS	$98.70
AP CHK 00265495	10009806	CHARTER COMMUNICATIONS	84483005009591	OH	07/27/2023	08/04/2023	MW	CX	$55.97
AP CHK 00265496	T20140	SANDRA EVANS	1805 W 134TH	OH	07/27/2023	08/10/2023	MW	CX	$5.15
AP CHK 00265497	10008457	FRONTIER CALIFORNIA INC	20915026960618	OH	07/27/2023	08/11/2023	MW	CX	$302.40
AP CHK 00265498	T20138	LONEAR HEARD	102 E INDIGO	OH	07/27/2023	08/15/2023	MW	CX	$125.00
AP CHK 00265499	T20141	JORGE HERNANDEZ	1407 W 163RD	OH	07/27/2023	08/31/2023	MW	CX	$63.58
AP CHK 00265500	T20136	DORAS MC COVERY	605 S	OH	07/27/2023		MW	IS	$17.37
AP CHK 00265501	T20134	CHARLES NORRIS	443 W	OH	07/27/2023		MW	IS	$10.00
AP CHK 00265502	T20139	JESUS PIMENTEL	431 W POPLAR	OH	07/27/2023	08/18/2023	MW	CX	$74.48
AP CHK 00265503	T20146	TERRY RUTH	1516 W 138TH	OH	07/27/2023	08/07/2023	MW	CX	$122.50
AP CHK 00265504	T20142	SAJAN ENTERPRISE	1333 S LONG	OH	07/27/2023	08/08/2023	MW	CX	$272.77
AP CHK 00265505	T20135	OSCAR SALAS	919 N SANTA	OH	07/27/2023		MW	IS	$15.65
AP CHK 00265506	T20144	NATALIE UGALDE	515 N CRANE	OH	07/27/2023		MW	IS	$200.00
AP CHK 00265507	10009877	ARLO PROPERTIES LLC	1308	OH	07/31/2023	08/07/2023	MW	CX	$1,361.00
AP CHK 00265508	T20157	ALICIA BOYKIN	UTIL 11-22	OH	07/31/2023	08/11/2023	MW	CX	$210.00
AP CHK 00265509	10009865	CANDIS BRYANT	UTIL 11-22	OH	07/31/2023	08/15/2023	MW	CX	$22.00
AP CHK 00265510	10009792	JESUS F. CARDENAS	521 W LAUREL	OH	07/31/2023	08/14/2023	MW	CX	$1,456.00
AP CHK 00265511	00147522	THURSTON C CARLOCK II	522 N SLOAN	OH	07/31/2023	08/10/2023	MW	CX	$4,124.00
AP CHK 00265512	T19407	CHARMAINE BOBBLER	UTIL 11-22	OH	07/31/2023	08/31/2023	MW	CX	$38.00
AP CHK 00265513	10009856	CMC REALTY & LENDING CORP.	1317 ALONDRA	OH	07/31/2023	08/08/2023	MW	CX	$4,055.00
AP CHK 00265514	10003727	COMPTON HOLDINGS LLC	2126 N BULLIS	OH	07/31/2023	08/09/2023	MW	CX	$3,069.00
AP CHK 00265515	T19332	MICHAEL D. DESANTIS JR	UTIL 11-22	OH	07/31/2023	08/08/2023	MW	CX	$13.00
AP CHK 00265516	10010081	TAMANA K. DHALIWAL-GOODLOE	13511/2GRNLE	OH	07/31/2023	08/08/2023	MW	CX	$3,770.00
AP CHK 00265517	T19655	CHANITA FOUST	UTIL 11-22	OH	07/31/2023		MW	IS	$10.00
AP CHK 00265518	T20051	CAROLYN HARRIS	UTIL 11-22	OH	07/31/2023	08/14/2023	MW	CX	$22.00
AP CHK 00265519	10008276	HTW MANAGEMENT	1420 S TEMPLE	OH	07/31/2023	08/09/2023	MW	CX	$606.00
AP CHK 00265520	10001789	CLAUDE E JONES	719 E OAKS ST	OH	07/31/2023		MW	IS	$6,051.00
AP CHK 00265521	10009745	LACOUNTY HOUSING LP	119 JOHNSON	OH	07/31/2023	08/07/2023	MW	CX	$1,468.00
AP CHK 00265522	10009523	JAMES JINHO LEE	412 PALMER	OH	07/31/2023	08/07/2023	MW	CX	$1,519.00
AP CHK 00265523	10009239	PA26 LLC	1117 S	OH	07/31/2023	08/09/2023	MW	CX	$4,344.00
AP CHK 00265524	10009883	ALEJANDRO SANCHEZ	342WALMOND	OH	07/31/2023	08/07/2023	MW	CX	$4,541.00
AP CHK 00265525	T18704	ANGIE TEZINO	UTIL 11-22	OH	07/31/2023		MW	IS	$38.00
AP CHK 00265526	10009890	WHITFIELD MANOR II LP	12622 1/4	OH	07/31/2023	08/07/2023	MW	CX	$1,373.00

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07/01/2023 to 07/31/2023 Job Number: 1750813

Check	Payee ID	Payee Name	First Reference	Subs	Check Date	Cancel Date	Type	Status	Check Amount
AP CHK 00265527	T18368	AARON WILLIAMS	UTIL 11-22	OH	07/31/2023	08/08/2023	MW	CX	$38.00

** S O R T T O T A L S **

Issued:	$155,077.35
Reversed:	$127,395.67
Cancelled:	$3,972,142.13
AP Group Total:	$4,254,615.15

EP EFT 00082509	00712030	PUBLIC EMPLOYEES RETIREMENT	10000001721435	OH	07/18/2023	07/18/2023	MW	CX	$1,213,982.71
EP EFT 00082510	10007374	1510 N WILLOWBROOK LLC	1512	OH	07/31/2023	07/31/2023	MW	CX	$1,486.00
EP EFT 00082511	10009989	420 ACACIA LLC	420 N ACACIA	OH	07/31/2023	07/31/2023	MW	CX	$1,080.00
EP EFT 00082512	10009040	527-531 W ROSECRANS AVE LLC	527 W	OH	07/31/2023	07/31/2023	MW	CX	$5,207.00
EP EFT 00082513	10009071	708NTAMARIND LLC	710 N	OH	07/31/2023	07/31/2023	MW	CX	$2,829.00
EP EFT 00082514	10003354	ACCESS COMMUNITY HOUSING	2314 E 126TH	OH	07/31/2023	07/31/2023	MW	CX	$22,666.00
EP EFT 00082515	10009187	ANTHONY L ADAMS SR	322 W PALM #B	OH	07/31/2023	07/31/2023	MW	CX	$422.00
EP EFT 00082516	10008651	SADIE M ADDISON	15215WASHIN	OH	07/31/2023	07/31/2023	MW	CX	$580.00
EP EFT 00082517	10006497	PAVAN AGARWAL	1033 E POPPY	OH	07/31/2023	07/31/2023	MW	CX	$1,126.00
EP EFT 00082518	10010018	KOLAWOLE S. AKINGBADE	1803 W 133RD	OH	07/31/2023	07/31/2023	MW	CX	$1,376.00
EP EFT 00082519	10009441	BEATRYCE AND ALEXANDER	2619 W	OH	07/31/2023	07/31/2023	MW	CX	$856.00
EP EFT 00082520	00025490	H DAVID & HAIDEH VIJEH ALEXANDER	438 MAGNOLIA	OH	07/31/2023	07/31/2023	MW	CX	$3,062.00
EP EFT 00082521	10009493	SANDRA ALFARO	426 W	OH	07/31/2023	07/31/2023	MW	CX	$1,528.00
EP EFT 00082522	10005737	MICAH ALI	628 MAGNOLIA	OH	07/31/2023	07/31/2023	MW	CX	$3,311.00
EP EFT 00082523	10009415	EARL B ALLEN	1932 E KILLEN	OH	07/31/2023	07/31/2023	MW	CX	$885.00
EP EFT 00082524	10008884	ANGEL ALVAREZ	1504QUEENSD	OH	07/31/2023	07/31/2023	MW	CX	$2,645.00
EP EFT 00082525	10010048	AMAEE INVESTMENT LLC	368 W	OH	07/31/2023	07/31/2023	MW	CX	$1,858.00
EP EFT 00082526	10000133	JUANITA ANDERSON	334 ALMOND	OH	07/31/2023	07/31/2023	MW	CX	$5,399.00
EP EFT 00082527	10004804	EFREN AND MARIA LUZ ANDRADE	449 W CHERRY	OH	07/31/2023	07/31/2023	MW	CX	$1,600.00
EP EFT 00082528	00054455	MICHAEL C ANDRY	1114 S TEMPLE	OH	07/31/2023	07/31/2023	MW	CX	$1,077.00
EP EFT 00082529	10003990	IMELDA KARINA ANGUIANO	705	OH	07/31/2023	07/31/2023	MW	CX	$669.00
EP EFT 00082530	00060715	EL MICHAEL ARMSTRONG	940	OH	07/31/2023	07/31/2023	MW	CX	$6,058.00
EP EFT 00082531	10007274	EULA ARMSTRONG	1020 S DWIGHT	OH	07/31/2023	07/31/2023	MW	CX	$1,472.00
EP EFT 00082532	10003983	GEORGE ARMSTRONG	2533 COMPTON	OH	07/31/2023	07/31/2023	MW	CX	$1,091.00
EP EFT 00082533	10007988	ARNETA R OR BEVERLY FINNEY	2221 W 153RD	OH	07/31/2023	07/31/2023	MW	CX	$1,610.00

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Check	Payee ID	Payee Name	First Reference	Subs	Check Date	Cancel Date	Type	Status	Check Amount
EP EFT 00082534	10008383	BLANCA ARRIOLA	1314	OH	07/31/2023	07/31/2023	MW	CX	$1,742.00
EP EFT 00082535	10009210	AUTUMN WIND LLC	713 S BULLIS	OH	07/31/2023	07/31/2023	MW	CX	$3,620.00
EP EFT 00082536	10009552	LAJOY BABER	604 PANNES	OH	07/31/2023	07/31/2023	MW	CX	$1,671.00
EP EFT 00082537	10004276	SAUTI L BARAKA	2318	OH	07/31/2023	07/31/2023	MW	CX	$677.00
EP EFT 00082538	00082580	GLENN BAYLESS	1408 SPRING	OH	07/31/2023	07/31/2023	MW	CX	$1,429.00
EP EFT 00082539	10009155	BCAH ENTERPRISES LLC	704 SLOAN	OH	07/31/2023	07/31/2023	MW	CX	$2,029.00
EP EFT 00082540	10007392	CAROL A BEAL	1009 E TUCKER	OH	07/31/2023	07/31/2023	MW	CX	$916.00
EP EFT 00082541	10003589	KENNETH R BENSON SR	526 W	OH	07/31/2023	07/31/2023	MW	CX	$1,655.00
EP EFT 00082542	10004089	MELANIE BERRY	1522	OH	07/31/2023	07/31/2023	MW	CX	$5,962.00
EP EFT 00082543	10005617	ANTHONY BERRY-SMITH	609 PALM	OH	07/31/2023	07/31/2023	MW	CX	$1,447.00
EP EFT 00082544	10006025	WILLIE G BOLDEN	208 N SANTA	OH	07/31/2023	07/31/2023	MW	CX	$2,826.00
EP EFT 00082545	00103900	LILLIE BOSWELL	1828 E	OH	07/31/2023	07/31/2023	MW	CX	$2,333.00
EP EFT 00082546	10008679	GONZELLA BRAME	630 S	OH	07/31/2023	07/31/2023	MW	CX	$1,386.00
EP EFT 00082547	10002094	ALFRED & LINDA BROOKS	336 ALMOND	OH	07/31/2023	07/31/2023	MW	CX	$4,326.00
EP EFT 00082548	10004282	CAROLYN D BROWN	805	OH	07/31/2023	07/31/2023	MW	CX	$2,164.00
EP EFT 00082549	10005101	LARENCE BROWN	1037 S	OH	07/31/2023	07/31/2023	MW	CX	$1,201.00
EP EFT 00082550	10008983	SHIRLEY ANN BROWN	1468 W 151ST	OH	07/31/2023	07/31/2023	MW	CX	$1,386.00
EP EFT 00082551	10009551	BRUMFIELD FAMILY TRUST	1710 N	OH	07/31/2023	07/31/2023	MW	CX	$2,653.00
EP EFT 00082552	10009775	BRYON LEWIS ESTATE	1502 W 138TH	OH	07/31/2023	07/31/2023	MW	CX	$3,328.00
EP EFT 00082553	10004458	DOROTHY BURNETT	914W131STJUL	OH	07/31/2023	07/31/2023	MW	CX	$5,150.00
EP EFT 00082554	00113735	WALLACE ANDERSON BURNEY III	506 WLMGTON	OH	07/31/2023	07/31/2023	MW	CX	$1,333.00
EP EFT 00082555	10002994	GEORGE CALCOTE	1405 EXMOOR	OH	07/31/2023	07/31/2023	MW	CX	$1,412.00
EP EFT 00082556	00143625	JOHN A & TOMMIE J CALLEGARI	702 CYPRES	OH	07/31/2023	07/31/2023	MW	CX	$1,495.00
EP EFT 00082557	10009723	CARMEN A HERRERA AND	1115 E	OH	07/31/2023	07/31/2023	MW	CX	$1,427.00
EP EFT 00082558	10009416	MANUEL CASTANEDA JR	1470 W 153RD	OH	07/31/2023	07/31/2023	MW	CX	$1,376.00
EP EFT 00082559	10009665	CESAR CENDEJAS	619 E 154TH #1	OH	07/31/2023	07/31/2023	MW	CX	$1,760.00
EP EFT 00082560	10007613	TONY XIA CHEN	152 RACQUET	OH	07/31/2023	07/31/2023	MW	CX	$722.00
EP EFT 00082561	10007472	CHICAMA CAPITAL PARTNERS LLC	504 N SLOAN	OH	07/31/2023	07/31/2023	MW	CX	$1,835.00
EP EFT 00082562	10010030	CHICAMA CAPITAL PARTNERS LLC	504 N SLOAN	OH	07/31/2023	07/31/2023	MW	CX	$1,545.00
EP EFT 00082563	10008078	DONELDA LAKE CHRISPELL	424 MAGNOLIA	OH	07/31/2023	07/31/2023	MW	CX	$1,098.00
EP EFT 00082564	00405034	CITY OF INGLEWOOD	3205 W 84TH PL	OH	07/31/2023	07/31/2023	MW	CX	$1,422.33
EP EFT 00082565	10009878	MATTHEW L. COLEMAN	141 E COCOA	OH	07/31/2023	07/31/2023	MW	CX	$1,462.00
EP EFT 00082566	10008316	SADIE COLEMAN	4225	OH	07/31/2023	07/31/2023	MW	CX	$218.00
EP EFT 00082567	10007120	COMPTON SENIOR APARTMENTS LP	302	OH	07/31/2023	07/31/2023	MW	CX	$6,497.00

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07/01/2023 to 07/31/2023 Job Number: 1750814

Check	Payee ID	Payee Name	First Reference	Subs	Check Date	Cancel Date	Type	Status	Check Amount
EP EFT 00082568	10004544	ROBERTO OR MARIA CORNEJO	920 1/2	OH	07/31/2023	07/31/2023	MW	CX	$1,800.00
EP EFT 00082569	10004082	JOHN B CRAWFORD	1359	OH	07/31/2023	07/31/2023	MW	CX	$3,578.00
EP EFT 00082570	10007127	BRENDA CUMMINGS	919 W 127TH	OH	07/31/2023	07/31/2023	MW	CX	$891.00
EP EFT 00082571	00232497	CURRY TEMPLE SR APT LTD	1001HICKORY#	OH	07/31/2023	07/31/2023	MW	CX	$1,101.00
EP EFT 00082572	10005682	DELORIS CURTIS	1611 W	OH	07/31/2023	07/31/2023	MW	CX	$838.00
EP EFT 00082573	10006461	KEVIN DANG	1001	OH	07/31/2023	07/31/2023	MW	CX	$1,499.00
EP EFT 00082574	00241595	GARY L. DANIELS	215 S	OH	07/31/2023	07/31/2023	MW	CX	$660.00
EP EFT 00082575	10008804	FESIA A DAVENPORT	434 W LAUREL	OH	07/31/2023	07/31/2023	MW	CX	$1,341.00
EP EFT 00082576	10004426	CATHERINE DAVIS	415 S LOCUST	OH	07/31/2023	07/31/2023	MW	CX	$487.00
EP EFT 00082577	10007313	DAWN PATROL LLC	412 N MAYO #1	OH	07/31/2023	07/31/2023	MW	CX	$1,378.00
EP EFT 00082578	10008010	JOSE C DE CASAS	222 N MAYO #C	OH	07/31/2023	07/31/2023	MW	CX	$1,472.00
EP EFT 00082579	00247536	MOISES DE LA TORRE	1310	OH	07/31/2023	07/31/2023	MW	CX	$796.00
EP EFT 00082580	10009986	DEBORAH R. JONES-EAZEL TRUSTEE	220 W COCOA	OH	07/31/2023	07/31/2023	MW	CX	$1,764.00
EP EFT 00082581	10009827	DENIA L FERGUSON FAMILY TRUST	317 W PALM #5	OH	07/31/2023	07/31/2023	MW	CX	$2,442.00
EP EFT 00082582	10007256	DESIDERIO LLC	601	OH	07/31/2023	07/31/2023	MW	CX	$1,117.00
EP EFT 00082583	10009653	IRMA L DIAZ	803EOAKS#AJU	OH	07/31/2023	07/31/2023	MW	CX	$2,733.00
EP EFT 00082584	10007146	LAWRENCE DIGGS	1214 W 138TH	OH	07/31/2023	07/31/2023	MW	CX	$1,091.00
EP EFT 00082585	10009319	BERDIE DILLON	1016 E OAKS	OH	07/31/2023	07/31/2023	MW	CX	$1,567.00
EP EFT 00082586	10008927	DOROTHA CALLOWAY RVOC LIVING	115 W INDIGO	OH	07/31/2023	07/31/2023	MW	CX	$1,424.00
EP EFT 00082587	10009570	VERA R DOUGLAS	543 SCHOOL ST	OH	07/31/2023	07/31/2023	MW	CX	$2,688.00
EP EFT 00082588	10009696	DREAM PROPERTY MANAGEMENT LLC	104 E MYRRH	OH	07/31/2023	07/31/2023	MW	CX	$1,421.00
EP EFT 00082589	10009606	DTAR PROPERTIES LLC	109 E COCOA	OH	07/31/2023	07/31/2023	MW	CX	$1,681.00
EP EFT 00082590	10007810	ROY E DUMAS	526WPALMJUL	OH	07/31/2023	07/31/2023	MW	CX	$4,773.00
EP EFT 00082591	10009828	E & E FAMILY PROPERTIES LLC	318 W	OH	07/31/2023	07/31/2023	MW	CX	$5,441.00
EP EFT 00082592	10008678	ALICE J EDWARDS	220 OLEANDER	OH	07/31/2023	07/31/2023	MW	CX	$1,351.00
EP EFT 00082593	10010033	ELIEZER ENGEL & THE DORN	801 N	OH	07/31/2023	07/31/2023	MW	CX	$1,385.00
EP EFT 00082594	00291326	LILLIE ENGLISH	1113 VAN NESS	OH	07/31/2023	07/31/2023	MW	CX	$269.00
EP EFT 00082595	10007204	ERICK R. ETHERIDGE	325MAGNL#327	OH	07/31/2023	07/31/2023	MW	CX	$5,326.00
EP EFT 00082596	10009661	EVA GROVER	118 BENNETT	OH	07/31/2023	07/31/2023	MW	CX	$3,458.00
EP EFT 00082597	10009569	CORLISS EVANS	217 TICHENOR	OH	07/31/2023	07/31/2023	MW	CX	$2,034.00
EP EFT 00082598	10007973	FAITHFUL CHURCH OF GOD IN CHRIST	1008 N	OH	07/31/2023	07/31/2023	MW	CX	$868.00
EP EFT 00082599	10009983	FAITHFUL RED LLC	323 W	OH	07/31/2023	07/31/2023	MW	CX	$5,106.00
EP EFT 00082600	10000123	WESLEY J FARRELL	1530 S	OH	07/31/2023	07/31/2023	MW	CX	$430.00
EP EFT 00082601	10007663	RUBEN FLOOD JR	12210 S WLBRK	OH	07/31/2023	07/31/2023	MW	CX	$1,045.00

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Check	Payee ID	Payee Name	First Reference	Subs	Check Date	Cancel Date	Type	Status	Check Amount
EP EFT 00082602	10009826	JULIE S FRENCH	2206 W 134TH	OH	07/31/2023	07/31/2023	MW	CX	$1,525.00
EP EFT 00082603	10009385	ELIAS VELAZQUEZ GARCIA	1009 S WILBRK	OH	07/31/2023	07/31/2023	MW	CX	$2,091.00
EP EFT 00082604	10009936	UTA GARRETT	1517 BURRIS	OH	07/31/2023	07/31/2023	MW	CX	$1,304.00
EP EFT 00082605	10007202	VICTOR GARRETT	973 W 152ND	OH	07/31/2023	07/31/2023	MW	CX	$1,685.00
EP EFT 00082606	10009889	GHE RENTALS LLC	1408	OH	07/31/2023	07/31/2023	MW	CX	$3,323.00
EP EFT 00082607	10004309	MINNIE GIBSON FAMILY TRUST	1108	OH	07/31/2023	07/31/2023	MW	CX	$1,166.00
EP EFT 00082608	00336678	RAUL GODINEZ	2111 E 122ND	OH	07/31/2023	07/31/2023	MW	CX	$1,037.00
EP EFT 00082609	10008874	ALBELARDO GONZALEZ	1030 W REEVE	OH	07/31/2023	07/31/2023	MW	CX	$2,868.00
EP EFT 00082610	10009603	TAMESHIA GOODIN	2512 COMPTON	OH	07/31/2023	07/31/2023	MW	CX	$3,495.00
EP EFT 00082611	10001010	LOIS CARROLL GOODLOE	116 S	OH	07/31/2023	07/31/2023	MW	CX	$872.00
EP EFT 00082612	10008984	CRAIG D GORDON	2537 E 124TH	OH	07/31/2023	07/31/2023	MW	CX	$1,474.00
EP EFT 00082613	10004386	CHARLESTON J GRANTHAM	1927 W 138TH	OH	07/31/2023	07/31/2023	MW	CX	$975.00
EP EFT 00082614	10006194	RODNEY K GRAY	419 W	OH	07/31/2023	07/31/2023	MW	CX	$1,171.00
EP EFT 00082615	10008011	GREEN4 LLC	201 S WILLOW	OH	07/31/2023	07/31/2023	MW	CX	$4,282.00
EP EFT 00082616	10007772	DE ANDRE D GREENE	159 S	OH	07/31/2023	07/31/2023	MW	CX	$1,194.00
EP EFT 00082617	10005373	VICKIE OR ANTHONY GRIGGS-SMITH	1343 W	OH	07/31/2023	07/31/2023	MW	CX	$1,768.00
EP EFT 00082618	10008725	CHARMAINE Y GUMMS	1421 S TEMPLE	OH	07/31/2023	07/31/2023	MW	CX	$1,440.00
EP EFT 00082619	10001691	DONALD RAY HALL	2302 W	OH	07/31/2023	07/31/2023	MW	CX	$2,795.00
EP EFT 00082620	10005149	JONATHAN HAMMOND SR	1210 N ROSE	OH	07/31/2023	07/31/2023	MW	CX	$788.00
EP EFT 00082621	00367740	DAVID HANCOCK	1115 E PECK #A	OH	07/31/2023	07/31/2023	MW	CX	$5,991.00
EP EFT 00082622	10003818	FRANK HARRIS JR	1421 S	OH	07/31/2023	07/31/2023	MW	CX	$1,682.00
EP EFT 00082623	00369380	IVRY HARRIS	804 S MAYO	OH	07/31/2023	07/31/2023	MW	CX	$1,658.00
EP EFT 00082624	10005855	LOUIS D HARRIS	1031 W	OH	07/31/2023	07/31/2023	MW	CX	$5,578.00
EP EFT 00082625	10009821	HATTIE E MCDANIEL LIVING TRUST	1315	OH	07/31/2023	07/31/2023	MW	CX	$752.00
EP EFT 00082626	00370213	PHYLLIS HAYES	614 E ELM	OH	07/31/2023	07/31/2023	MW	CX	$1,377.00
EP EFT 00082627	10009521	HEALTHCARE CAREER	206 N SPRING	OH	07/31/2023	07/31/2023	MW	CX	$4,099.00
EP EFT 00082628	00372675	LONEAR W HEARD-DAVIS	103 E CYPRESS	OH	07/31/2023	07/31/2023	MW	CX	$1,564.00
EP EFT 00082629	10009141	ALBERT L HEARVEY	223 S ACACIA	OH	07/31/2023	07/31/2023	MW	CX	$1,574.00
EP EFT 00082630	10005757	RAFAEL HEREDIA	424 PALM ST#A	OH	07/31/2023	07/31/2023	MW	CX	$6,607.00
EP EFT 00082631	10009938	KATHERYN HERRERA	123 E	OH	07/31/2023	07/31/2023	MW	CX	$1,435.00
EP EFT 00082632	10009354	LOTTIE H HILLIARD	913 CULVER #2	OH	07/31/2023	07/31/2023	MW	CX	$3,200.00
EP EFT 00082633	10002849	WAIL HINDI	211 JOHNSON	OH	07/31/2023	07/31/2023	MW	CX	$4,620.00
EP EFT 00082634	10009005	NICHOLAS S HOGAN	413	OH	07/31/2023	07/31/2023	MW	CX	$1,296.00
EP EFT 00082635	10004812	KEVIN OR SHEREDA HOLMES	1916	OH	07/31/2023	07/31/2023	MW	CX	$2,235.00

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Check	Payee ID	Payee Name	First Reference	Subs	Check Date	Cancel Date	Type	Status	Check Amount
EP EFT 00082636	10003936	LEON C HOLMES	912 S NESTOR	OH	07/31/2023	07/31/2023	MW	CX	$1,036.00
EP EFT 00082637	00390050	JESSIE LEE HOWARD	331 W	OH	07/31/2023	07/31/2023	MW	CX	$844.00
EP EFT 00082638	10004362	JOAN HUGHES	604 CHESTER	OH	07/31/2023	07/31/2023	MW	CX	$1,769.00
EP EFT 00082639	10002177	KENNETH OR CHERYL HUNTER	1115	OH	07/31/2023	07/31/2023	MW	CX	$1,719.00
EP EFT 00082640	10009012	RICARDO IBARRA	417 E PALMER	OH	07/31/2023	07/31/2023	MW	CX	$1,357.00
EP EFT 00082641	10009492	MICHAEL IRVING	1511 SANTA FE	OH	07/31/2023	07/31/2023	MW	CX	$2,228.00
EP EFT 00082642	10009383	SHAWN E IVIE	4011	OH	07/31/2023	07/31/2023	MW	CX	$292.00
EP EFT 00082643	10002611	KIPLING JACKSON OR PAMELA WILLIAMS	2512 KNOPF	OH	07/31/2023	07/31/2023	MW	CX	$1,642.00
EP EFT 00082644	00418940	CHARLES L & SANDRA E A JACKSON	974 W 152ND	OH	07/31/2023	07/31/2023	MW	CX	$2,904.00
EP EFT 00082645	10009520	SHANNON JACKSON	2309 W	OH	07/31/2023	07/31/2023	MW	CX	$1,956.00
EP EFT 00082646	00419085	THERON JACKSON	1410 W 131ST	OH	07/31/2023	07/31/2023	MW	CX	$1,736.00
EP EFT 00082647	10010037	JACQUELINE A. CELESTINE	1725 N	OH	07/31/2023	07/31/2023	MW	CX	$1,747.00
EP EFT 00082648	10009506	JACQUELINE HIGGINS	1485 W 155TH	OH	07/31/2023	07/31/2023	MW	CX	$1,677.00
EP EFT 00082649	00419300	ANTHONY F JAMES	126 TICHENOR	OH	07/31/2023	07/31/2023	MW	CX	$1,547.00
EP EFT 00082650	10003304	MESHA JAMES	2519 W	OH	07/31/2023	07/31/2023	MW	CX	$1,676.00
EP EFT 00082651	10009988	PATRICIA JEFFERSON	816 SANTA FE	OH	07/31/2023	07/31/2023	MW	CX	$2,188.00
EP EFT 00082652	10009393	JEFFERY HARRIS TRUST	1919 E 122ND	OH	07/31/2023	07/31/2023	MW	CX	$846.00
EP EFT 00082653	10002095	BILLIE L JOHNSON	1304TAMARIN	OH	07/31/2023	07/31/2023	MW	CX	$12,060.00
EP EFT 00082654	10002235	JAMES OR EULA JOHNSON	129	OH	07/31/2023	07/31/2023	MW	CX	$1,540.00
EP EFT 00082655	00435770	MARCUS C JOHNSON	221 S FLOWER	OH	07/31/2023	07/31/2023	MW	CX	$1,591.00
EP EFT 00082656	10004361	DIANE E JOHNSON-WALKER	832 W 137TH ST	OH	07/31/2023	07/31/2023	MW	CX	$1,602.00
EP EFT 00082657	10009452	CHRISTOPHER M JONES	453 W	OH	07/31/2023	07/31/2023	MW	CX	$1,020.00
EP EFT 00082658	10009607	DARRYL JONES	712 S ACACIA	OH	07/31/2023	07/31/2023	MW	CX	$2,494.00
EP EFT 00082659	00436671	DAVID JONES	1420 S BURRIS	OH	07/31/2023	07/31/2023	MW	CX	$1,527.00
EP EFT 00082660	10009609	DERON JONES	114 S HARRIS	OH	07/31/2023	07/31/2023	MW	CX	$996.00
EP EFT 00082661	10008620	HENRY JONES	2017 DERN	OH	07/31/2023	07/31/2023	MW	CX	$422.00
EP EFT 00082662	00436764	JAMES OTIS JONES	309 S CENTRAL	OH	07/31/2023	07/31/2023	MW	CX	$1,272.00
EP EFT 00082663	10008951	MONA JONES	925	OH	07/31/2023	07/31/2023	MW	CX	$649.00
EP EFT 00082664	10009507	KALIEV CLINTON AND EBONY CLINTON	1511 S	OH	07/31/2023	07/31/2023	MW	CX	$1,533.00
EP EFT 00082665	10009519	KAY STREET INVESTMENTS LLC	1613 E KAY ST	OH	07/31/2023	07/31/2023	MW	CX	$1,535.00
EP EFT 00082666	10002783	ALLEN J KENNETT	220 BENNETT	OH	07/31/2023	07/31/2023	MW	CX	$5,779.00
EP EFT 00082667	00453865	BARBARA KEYES	215	OH	07/31/2023	07/31/2023	MW	CX	$1,714.00
EP EFT 00082668	10005479	DAWIT KIDANE	502 W	OH	07/31/2023	07/31/2023	MW	CX	$3,891.00
EP EFT 00082669	10008318	KIM HOA INVESTMENTS LLC	116 E	OH	07/31/2023	07/31/2023	MW	CX	$8,295.00

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Check	Payee ID	Payee Name	First Reference	Subs	Check Date	Cancel Date	Type	Status	Check Amount
EP EFT 00082670	10009028	MICHAEL KING	202 N SPRING	OH	07/31/2023	07/31/2023	MW	CX	$1,420.00
EP EFT 00082671	10009897	KIP C. CYPRUS	123 W	OH	07/31/2023	07/31/2023	MW	CX	$4,786.00
EP EFT 00082672	10009855	KNM PROPERTY MANAGEMENT INC	908 W SCHOOL	OH	07/31/2023	07/31/2023	MW	CX	$1,530.00
EP EFT 00082673	10009597	MAI NGOC LAM	2268 E LUCIEN	OH	07/31/2023	07/31/2023	MW	CX	$1,296.00
EP EFT 00082674	10007410	TRACEY M LAWRENCE	12014	OH	07/31/2023	07/31/2023	MW	CX	$1,546.00
EP EFT 00082675	10002747	GERALD LEE	1003 E PECK #D	OH	07/31/2023	07/31/2023	MW	CX	$815.00
EP EFT 00082676	10004945	HELEN LEE	428 MAGNOLIA	OH	07/31/2023	07/31/2023	MW	CX	$1,582.00
EP EFT 00082677	10007470	GREGORY LEVY	506 S	OH	07/31/2023	07/31/2023	MW	CX	$1,650.00
EP EFT 00082678	10008597	FUMEI LIU	903 ACACIA	OH	07/31/2023	07/31/2023	MW	CX	$4,893.00
EP EFT 00082679	00475640	HESTER B LIVELY	2105 N	OH	07/31/2023	07/31/2023	MW	CX	$836.00
EP EFT 00082680	10006149	HECTOR R LOPEZ	710 VAN NESS	OH	07/31/2023	07/31/2023	MW	CX	$742.00
EP EFT 00082681	10009095	JOSUE LOPEZ	122 N SANTA	OH	07/31/2023	07/31/2023	MW	CX	$1,454.00
EP EFT 00082682	10009240	LOS ANGELES COUNTY DEVELOPMENT	2920ELSEGUN	OH	07/31/2023	07/31/2023	MW	CX	$7,362.20
EP EFT 00082683	00510837	GREGORY LOWE	215 W	OH	07/31/2023	07/31/2023	MW	CX	$1,399.00
EP EFT 00082684	00510826	ALMA LURRY	1131 E 144TH	OH	07/31/2023	07/31/2023	MW	CX	$775.00
EP EFT 00082685	10006520	DANIELLE C LYLES	1310 S	OH	07/31/2023	07/31/2023	MW	CX	$612.00
EP EFT 00082686	10005603	ASHOK OR MANJU MADAN	2128 W	OH	07/31/2023	07/31/2023	MW	CX	$1,530.00
EP EFT 00082687	10007028	EARTHA MADISON JR	1931 W 132ND	OH	07/31/2023	07/31/2023	MW	CX	$1,619.00
EP EFT 00082688	00519610	ARIL MANNING	419 S	OH	07/31/2023	07/31/2023	MW	CX	$1,123.00
EP EFT 00082689	00519612	CARDELL MANNING	1815 SANTA FE	OH	07/31/2023	07/31/2023	MW	CX	$1,252.00
EP EFT 00082690	10003674	GIOVANNI MARTINEZ	2181/2SLOANJ	OH	07/31/2023	07/31/2023	MW	CX	$4,697.00
EP EFT 00082691	10008823	RUBY L MATTHEWS	317 E ELM	OH	07/31/2023	07/31/2023	MW	CX	$849.00
EP EFT 00082692	10004590	ARTHUR OR VALENCIA MAYFIELD	117 W	OH	07/31/2023	07/31/2023	MW	CX	$359.00
EP EFT 00082693	00539158	EVERLEANE B MAYFIELD	806 N CULVER	OH	07/31/2023	07/31/2023	MW	CX	$758.00
EP EFT 00082694	00549184	GLORIA J HUFF MC QUEEN	799 E PINE	OH	07/31/2023	07/31/2023	MW	CX	$1,682.00
EP EFT 00082695	10008763	AAKASH MEHTA	800 N	OH	07/31/2023	07/31/2023	MW	CX	$3,439.00
EP EFT 00082696	10006256	CARLOS MENDEZ	400 N ACACIA	OH	07/31/2023	07/31/2023	MW	CX	$1,296.00
EP EFT 00082697	00550662	IGNACIO IBARRA MENDEZ	119 CYPRESS	OH	07/31/2023	07/31/2023	MW	CX	$1,728.00
EP EFT 00082698	00550657	JUAN B MENDEZ	839 W MAPLE	OH	07/31/2023	07/31/2023	MW	CX	$6,606.00
EP EFT 00082699	10009784	KIMBERLY MERINO	119 TICHENOR	OH	07/31/2023	07/31/2023	MW	CX	$839.00
EP EFT 00082700	00557598	EULOS & BEVERLY MILLER	1212 E PALMER	OH	07/31/2023	07/31/2023	MW	CX	$4,464.00
EP EFT 00082701	10007393	APRIL D MITCHELL	2208 LOCUST	OH	07/31/2023	07/31/2023	MW	CX	$1,818.00
EP EFT 00082702	10007909	KINGSLEY M MMEJE	805 SANTA FE	OH	07/31/2023	07/31/2023	MW	CX	$3,000.00
EP EFT 00082703	10005960	LETICIA MONTOYA	937 W 133RD	OH	07/31/2023	07/31/2023	MW	CX	$1,838.00

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Check	Payee ID	Payee Name	First Reference	Subs	Check Date	Cancel Date	Type	Status	Check Amount
EP EFT 00082704	10008455	FELICIA MOODY	727 PAULSON	OH	07/31/2023	07/31/2023	MW	CX	$1,125.00
EP EFT 00082705	10009135	BILLIE JO MOORE	14701	OH	07/31/2023	07/31/2023	MW	CX	$746.00
EP EFT 00082706	10004870	KAREN MORALES OR ANDREW MORALES	209 POINSETTA	OH	07/31/2023	07/31/2023	MW	CX	$2,498.00
EP EFT 00082707	00580940	MARJIE P MOSLEY	529 W	OH	07/31/2023	07/31/2023	MW	CX	$1,089.00
EP EFT 00082708	00580945	ROY LEE MOSLEY	1816 E KAY ST	OH	07/31/2023	07/31/2023	MW	CX	$546.00
EP EFT 00082709	10003588	JOE MOTEN JR	406 N ACACIA	OH	07/31/2023	07/31/2023	MW	CX	$1,265.00
EP EFT 00082710	10009824	NADIA MUNDY-WALKER	609	OH	07/31/2023	07/31/2023	MW	CX	$1,251.00
EP EFT 00082711	10007465	OSCAR A MUNOZ	1021	OH	07/31/2023	07/31/2023	MW	CX	$777.00
EP EFT 00082712	00685042	OXFORD MURRAY	412 N WILLOW	OH	07/31/2023	07/31/2023	MW	CX	$1,330.00
EP EFT 00082713	10002505	CRISANTO NEVAREZ	421	OH	07/31/2023	07/31/2023	MW	CX	$1,258.00
EP EFT 00082714	10007445	NGAN FAMILY TRUST	314 W	OH	07/31/2023	07/31/2023	MW	CX	$2,418.00
EP EFT 00082715	10009757	HAP THI NGUYEN	1028 GRANDEE	OH	07/31/2023	07/31/2023	MW	CX	$4,034.00
EP EFT 00082716	10005888	JAMES OGBURN	516 W CEDAR	OH	07/31/2023	07/31/2023	MW	CX	$680.00
EP EFT 00082717	10002863	KATHY OH & TIMOTHY DEBAETS	502 W	OH	07/31/2023	07/31/2023	MW	CX	$5,864.00
EP EFT 00082718	10008173	JULIE ANN OH	909 S	OH	07/31/2023	07/31/2023	MW	CX	$1,384.00
EP EFT 00082719	10005858	RUTH C OLMSTED	707 N ROSE	OH	07/31/2023	07/31/2023	MW	CX	$768.00
EP EFT 00082720	10009189	OMG MARKETING VENTURES INC	200 CYPRESS	OH	07/31/2023	07/31/2023	MW	CX	$2,444.00
EP EFT 00082721	00650905	ORANGE COUNTY HOUSING AUTHORITY	9372 VALLEY	OH	07/31/2023	07/31/2023	MW	CX	$5,015.28
EP EFT 00082722	10004725	CHIERE J. OR HAROLD L. OWENS	2321 E MYRRH	OH	07/31/2023	07/31/2023	MW	CX	$1,800.00
EP EFT 00082723	10009816	JOSE FELIZ PADILLA	457 W	OH	07/31/2023	07/31/2023	MW	CX	$1,991.00
EP EFT 00082724	10003427	ESTATE OF OLLIE LEE PALMER	1926 W 137TH	OH	07/31/2023	07/31/2023	MW	CX	$764.00
EP EFT 00082725	10009544	TAMARA MELTON PARKS	623 KEENE	OH	07/31/2023	07/31/2023	MW	CX	$2,231.00
EP EFT 00082726	10007447	MARIO C PERES	441 S	OH	07/31/2023	07/31/2023	MW	CX	$120.00
EP EFT 00082727	10009742	OCTAVIANA PEREZ	4810COMPTON	OH	07/31/2023	07/31/2023	MW	CX	$950.00
EP EFT 00082728	10009052	PI PROPERTIES NO 34 LLC	2234 EL SEGUN	OH	07/31/2023	07/31/2023	MW	CX	$2,335.00
EP EFT 00082729	10009106	PI PROPERTIES NO 86 LLC	119 E	OH	07/31/2023	07/31/2023	MW	CX	$1,342.00
EP EFT 00082730	10009476	CLARISSA PINTO RIBEIRO	122 E INDIGO	OH	07/31/2023	07/31/2023	MW	CX	$1,882.00
EP EFT 00082731	10003687	MINTHORNE POLE	1010 W 129TH	OH	07/31/2023	07/31/2023	MW	CX	$211.00
EP EFT 00082732	10009882	VELMA POPLAR	740 W 130TH ST	OH	07/31/2023	07/31/2023	MW	CX	$4,108.00
EP EFT 00082733	10009794	VALERIE E. PORTER	2703 W	OH	07/31/2023	07/31/2023	MW	CX	$1,414.00
EP EFT 00082734	10007602	ANDREA Y OR PAMELA EDWARDS	126 N BURRIS	OH	07/31/2023	07/31/2023	MW	CX	$836.00
EP EFT 00082735	10003215	RENAE L POWELL	533 ALMOND	OH	07/31/2023	07/31/2023	MW	CX	$916.00
EP EFT 00082736	10009848	PRADO REAL ESTATE	629 PALMER	OH	07/31/2023	07/31/2023	MW	CX	$1,161.00
EP EFT 00082737	10008985	DIANE PRINCE	122 1/2 REEVE	OH	07/31/2023	07/31/2023	MW	CX	$1,168.00

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Check	Payee ID	Payee Name	First Reference	Subs	Check Date	Cancel Date	Type	Status	Check Amount
EP EFT 00082738	10009667	RAMSEY KARAME	205 N MAYO	OH	07/31/2023	07/31/2023	MW	CX	$1,380.00
EP EFT 00082739	00714515	LAWRENCE M RAMSEY	208 SANTA FE	OH	07/31/2023	07/31/2023	MW	CX	$5,070.00
EP EFT 00082740	10007409	MONA RANDLE	2715 W 132ND	OH	07/31/2023	07/31/2023	MW	CX	$1,220.00
EP EFT 00082741	10009641	REAL CHOICE MGMT INC	413 LAUREL #6	OH	07/31/2023	07/31/2023	MW	CX	$10,612.00
EP EFT 00082742	10009536	REBECCA OPONG	1036 GRANDEE	OH	07/31/2023	07/31/2023	MW	CX	$1,709.00
EP EFT 00082743	10006011	GARY A REECE	922	OH	07/31/2023	07/31/2023	MW	CX	$3,652.00
EP EFT 00082744	10009619	RENNAL BARNES	616 ROSE AVE	OH	07/31/2023	07/31/2023	MW	CX	$1,486.00
EP EFT 00082745	10007678	DANIELA REYES	2536 EL	OH	07/31/2023	07/31/2023	MW	CX	$2,600.00
EP EFT 00082746	10008873	ANDREW REYNOLDS	2028	OH	07/31/2023	07/31/2023	MW	CX	$1,861.00
EP EFT 00082747	10003430	MIKE RIOS	938 W SCHOOL	OH	07/31/2023	07/31/2023	MW	CX	$618.00
EP EFT 00082748	10008989	RENEE RIOS	128	OH	07/31/2023	07/31/2023	MW	CX	$7,122.00
EP EFT 00082749	10007290	GILBERTO RIVERA	707 BARCLAY	OH	07/31/2023	07/31/2023	MW	CX	$1,365.00
EP EFT 00082750	10009632	RJS FINANCIAL INC	329 MAGNOLIA	OH	07/31/2023	07/31/2023	MW	CX	$4,715.00
EP EFT 00082751	10007154	VENUS J M ROBERTS	2408 1/2 E	OH	07/31/2023	07/31/2023	MW	CX	$1,033.00
EP EFT 00082752	10008347	IRENE OR MARVIN K ROBINSON	1416	OH	07/31/2023	07/31/2023	MW	CX	$2,094.00
EP EFT 00082753	10002268	MICHELLE A GLASPIE ROBINSON	2707 BILLINGS	OH	07/31/2023	07/31/2023	MW	CX	$1,049.00
EP EFT 00082754	10006175	ERIK ROGERS	470 MAGNOLIA	OH	07/31/2023	07/31/2023	MW	CX	$4,320.00
EP EFT 00082755	10005604	CRISTINA ROJO	431 W PEACH	OH	07/31/2023	07/31/2023	MW	CX	$1,575.00
EP EFT 00082756	10009305	ROSECRANS AVE PROPERTY LLC	1642 E KAY ST	OH	07/31/2023	07/31/2023	MW	CX	$3,251.00
EP EFT 00082757	10002723	CINDY ROSS	436 W PALM #B	OH	07/31/2023	07/31/2023	MW	CX	$1,735.00
EP EFT 00082758	10004464	AQUIL SAAFIR	705 N	OH	07/31/2023	07/31/2023	MW	CX	$2,262.00
EP EFT 00082759	00753912	JOSE OR VICTORIA SALAZAR	1715 N LARGO	OH	07/31/2023	07/31/2023	MW	CX	$778.00
EP EFT 00082760	10007553	LILLIAN SALDANA-SIMONIAN	1010 S	OH	07/31/2023	07/31/2023	MW	CX	$3,034.00
EP EFT 00082761	10009608	JOSE SANCHEZ	501 N CRANE	OH	07/31/2023	07/31/2023	MW	CX	$1,327.00
EP EFT 00082762	10001565	ICILDA SANFORD	905 N	OH	07/31/2023	07/31/2023	MW	CX	$933.00
EP EFT 00082763	10007891	SANTA FE APARTMENTS CORP	2010 SANTA FE	OH	07/31/2023	07/31/2023	MW	CX	$2,926.00
EP EFT 00082764	10008492	SCTHU LLC	891 W	OH	07/31/2023	07/31/2023	MW	CX	$489.00
EP EFT 00082765	10008622	SCWJ LLC	500 WILLOBRK	OH	07/31/2023	07/31/2023	MW	CX	$8,991.00
EP EFT 00082766	10003794	CHARLES A SEALS	335 W MYRRH	OH	07/31/2023	07/31/2023	MW	CX	$1,413.00
EP EFT 00082767	10002381	MAXIMILIANO S & CONCEPCION SEGOVIA	112 E	OH	07/31/2023	07/31/2023	MW	CX	$1,664.00
EP EFT 00082768	10009930	THOMAS SELETOS	417 1/2	OH	07/31/2023	07/31/2023	MW	CX	$1,547.00
EP EFT 00082769	10009567	JOYA SETTLE	1020 GRANDEE	OH	07/31/2023	07/31/2023	MW	CX	$4,240.00
EP EFT 00082770	10002893	VERGIE E SEYMORE	718 E COCOA	OH	07/31/2023	07/31/2023	MW	CX	$3,530.00
EP EFT 00082771	10007653	DONALD SHAW SR.	715 GRAPE CIR	OH	07/31/2023	07/31/2023	MW	CX	$1,056.00

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Check	Payee ID	Payee Name	First Reference	Subs	Check Date	Cancel Date	Type	Status	Check Amount
EP EFT 00082772	10009560	TRACY D SHAW	1204 S	OH	07/31/2023	07/31/2023	MW	CX	$1,736.00
EP EFT 00082773	10009197	SHELTER FIRST LLC	319 1/2	OH	07/31/2023	07/31/2023	MW	CX	$3,176.00
EP EFT 00082774	00785020	LEE & SARAH SHELTON	204 S WARD	OH	07/31/2023	07/31/2023	MW	CX	$1,300.00
EP EFT 00082775	00785022	DEBRA A SHELTON-LOVE	15529 FRAILEY	OH	07/31/2023	07/31/2023	MW	CX	$4,560.00
EP EFT 00082776	10009165	MANDI SHERMAN	218 MAYO #B	OH	07/31/2023	07/31/2023	MW	CX	$494.00
EP EFT 00082777	10009876	SIOF 4 PROPERTIES LLC	116 E INDIGO	OH	07/31/2023	07/31/2023	MW	CX	$4,288.00
EP EFT 00082778	10009058	TATIANA SMITH	14708	OH	07/31/2023	07/31/2023	MW	CX	$1,482.00
EP EFT 00082779	10003377	TYRONE SMITH	408 W PALM #B	OH	07/31/2023	07/31/2023	MW	CX	$5,794.00
EP EFT 00082780	00794035	WILBERT OR LEE ETTA SMITH	216 S PANNES	OH	07/31/2023	07/31/2023	MW	CX	$1,416.00
EP EFT 00082781	00794045	YOLANDA Y SMITH	2810 LANTANA	OH	07/31/2023	07/31/2023	MW	CX	$1,249.00
EP EFT 00082782	10009421	SOLA IMPACT FUND II LP	14710	OH	07/31/2023	07/31/2023	MW	CX	$867.00
EP EFT 00082783	00806543	ASHOK K SOOD OR SUSHAM SOOD	2112 COMPTON	OH	07/31/2023	07/31/2023	MW	CX	$4,975.00
EP EFT 00082784	10008635	SOUTHWESTERN ENTERPRISES	922 N SLOAN	OH	07/31/2023	07/31/2023	MW	CX	$2,749.00
EP EFT 00082785	10005484	DEBRA E SPEARS	585 W COCOA	OH	07/31/2023	07/31/2023	MW	CX	$1,724.00
EP EFT 00082786	10009975	RICKY A SPIRES	1406 W 132ND	OH	07/31/2023	07/31/2023	MW	CX	$1,564.00
EP EFT 00082787	00840175	EUGENE & VERNA ST AMANT	113 CYPRESS	OH	07/31/2023	07/31/2023	MW	CX	$3,172.00
EP EFT 00082788	10003524	JOHNNY STALLWORTH II	131 CYPRESS	OH	07/31/2023	07/31/2023	MW	CX	$963.00
EP EFT 00082789	10003774	ALEX STAMIRES	216 SANTA FE	OH	07/31/2023	07/31/2023	MW	CX	$7,541.00
EP EFT 00082790	10009937	STANDARD AVENUE APARTMENTS LP	14733 S	OH	07/31/2023	07/31/2023	MW	CX	$1,714.00
EP EFT 00082791	10008876	STANLEY & LEATRICE JOHNSON	12407 WILMG	OH	07/31/2023	07/31/2023	MW	CX	$1,170.00
EP EFT 00082792	00853440	JOSEPH STEPHEN	933 GRANDEE	OH	07/31/2023	07/31/2023	MW	CX	$5,444.00
EP EFT 00082793	10002895	AMBROSE STEVENS	705	OH	07/31/2023	07/31/2023	MW	CX	$7,148.00
EP EFT 00082794	10009217	SVPP PROPERTIES LLC	107 E	OH	07/31/2023	07/31/2023	MW	CX	$1,339.00
EP EFT 00082795	10009162	SYCLE GROUP LLC	1020 COMPTON	OH	07/31/2023	07/31/2023	MW	CX	$4,617.00
EP EFT 00082796	10006571	TERRY LYNN TASBY	113 S LOCUST	OH	07/31/2023	07/31/2023	MW	CX	$829.00
EP EFT 00082797	10008294	DELETHA TAYLOR	908 MYRRH	OH	07/31/2023	07/31/2023	MW	CX	$1,396.00
EP EFT 00082798	10008225	JACQUELINE TAYLOR	2244 E	OH	07/31/2023	07/31/2023	MW	CX	$1,993.00
EP EFT 00082799	00867941	LAVERNE TAYLOR	400 S WARD	OH	07/31/2023	07/31/2023	MW	CX	$793.00
EP EFT 00082800	10007218	TDB CONSULTING SOLUTIONS INC	1041 W REEVE	OH	07/31/2023	07/31/2023	MW	CX	$6,785.00
EP EFT 00082801	10009849	THE EAGLES LIVING TRUST/	2312 W 152ND	OH	07/31/2023	07/31/2023	MW	CX	$1,663.00
EP EFT 00082802	10009489	THE JETTIE K BUTLER TRUST ESTATE	628 W SCHOOL	OH	07/31/2023	07/31/2023	MW	CX	$1,612.00
EP EFT 00082803	10009880	THE PUDE FAMILY TRUST	200 JOHNSON	OH	07/31/2023	07/31/2023	MW	CX	$1,434.00
EP EFT 00082804	10004137	EVELYN THIBEAUX	1019 W	OH	07/31/2023	07/31/2023	MW	CX	$722.00
EP EFT 00082805	00878134	BERDIS THOMPSON	1318 S CENTER	OH	07/31/2023	07/31/2023	MW	CX	$818.00

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Check	Payee ID	Payee Name	First Reference	Subs	Check Date	Cancel Date	Type	Status	Check Amount
EP EFT 00082806	00878176	JERRY D THORNTON	1214	OH	07/31/2023	07/31/2023	MW	CX	$1,933.00
EP EFT 00082807	10003731	EVA J TOLBERT	1320 S TEMPLE	OH	07/31/2023	07/31/2023	MW	CX	$7,471.00
EP EFT 00082808	10009122	ALEXANDRU TOLOCENCO	2543 W	OH	07/31/2023	07/31/2023	MW	CX	$1,055.00
EP EFT 00082809	10003275	LATANYA J ALLEN TOWNSEND	2103 SAN	OH	07/31/2023	07/31/2023	MW	CX	$796.00
EP EFT 00082810	10004517	KEVIN L TUCKER	1200 CENTRAL	OH	07/31/2023	07/31/2023	MW	CX	$2,098.00
EP EFT 00082811	10009666	TURMEL WOODS	810 W	OH	07/31/2023	07/31/2023	MW	CX	$1,678.00
EP EFT 00082812	10009761	TURNER BOBBIT IRREVOCABLE TRUST	474 W	OH	07/31/2023	07/31/2023	MW	CX	$1,230.00
EP EFT 00082813	10007291	ARENA M. TURNER-COPELAND	631 SPRUCE #B	OH	07/31/2023	07/31/2023	MW	CX	$2,413.00
EP EFT 00082814	10008704	JOSEPHINE TWINE	423 SPRUCE #A	OH	07/31/2023	07/31/2023	MW	CX	$1,415.00
EP EFT 00082815	10008118	MJENZI R UJAMAA	923 1/2	OH	07/31/2023	07/31/2023	MW	CX	$3,095.00
EP EFT 00082816	10009964	IRENE URIBE	155 S	OH	07/31/2023	07/31/2023	MW	CX	$1,830.00
EP EFT 00082817	10009967	GLORIA VALDEZ	1600	OH	07/31/2023	07/31/2023	MW	CX	$1,269.00
EP EFT 00082818	10008486	SHEILA VASQUEZ	603 N SLOAN	OH	07/31/2023	07/31/2023	MW	CX	$1,562.00
EP EFT 00082819	10007811	JOSE MANUEL VILLALOBOS	500	OH	07/31/2023	07/31/2023	MW	CX	$1,282.00
EP EFT 00082820	10003078	DONALD S WADE	701 SANTA FE	OH	07/31/2023	07/31/2023	MW	CX	$1,021.00
EP EFT 00082821	00927108	DARREN WALKER	16518 CARESS	OH	07/31/2023	07/31/2023	MW	CX	$1,731.00
EP EFT 00082822	00927110	JAMES WALKER	247 S	OH	07/31/2023	07/31/2023	MW	CX	$968.00
EP EFT 00082823	10003052	GAIL M WASHINGTON	305 W MYRRH	OH	07/31/2023	07/31/2023	MW	CX	$765.00
EP EFT 00082824	00936220	WATTS LABOR COMMUNITY ACTION	2009 E 122ND	OH	07/31/2023	07/31/2023	MW	CX	$763.00
EP EFT 00082825	00887075	WILLIE A WATTS-TROUTMAN	405 W PLUM ST	OH	07/31/2023	07/31/2023	MW	CX	$708.00
EP EFT 00082826	00942665	JESSE R or YVONNE A WEBB	1362 BENNETT	OH	07/31/2023	07/31/2023	MW	CX	$2,807.00
EP EFT 00082827	10009532	WESTM L LLC	2327 MYRRH #J	OH	07/31/2023	07/31/2023	MW	CX	$8,485.00
EP EFT 00082828	10009785	WIILIAM L. EDWARDS AND	519 S	OH	07/31/2023	07/31/2023	MW	CX	$2,604.00
EP EFT 00082829	10008202	WILBERT JR& ALTHEA WILLIAMS LVNG	217 N BURRIS	OH	07/31/2023	07/31/2023	MW	CX	$5,914.00
EP EFT 00082830	10002417	MONIQUE WILKES	1308 OAKS #D	OH	07/31/2023	07/31/2023	MW	CX	$4,765.00
EP EFT 00082831	10008430	LTASHIKA WILLIAMS	519 W PALM ST	OH	07/31/2023	07/31/2023	MW	CX	$1,740.00
EP EFT 00082832	00967610	TYRONE OR GERALDINE WILLIAMS	712 POINSET	OH	07/31/2023	07/31/2023	MW	CX	$1,441.00
EP EFT 00082833	10006262	MARIE WILLIS	14716 FRAILEY	OH	07/31/2023	07/31/2023	MW	CX	$1,607.00
EP EFT 00082834	10004499	FRANK B WINKFIELD JR	712 THORSON	OH	07/31/2023	07/31/2023	MW	CX	$1,264.00
EP EFT 00082835	10006332	WISE CAPITAL LLC	123 W SCHOOL	OH	07/31/2023	07/31/2023	MW	CX	$1,252.00
EP EFT 00082836	00970020	JOHNNY OR PEGGIE WITHERS	1310 E PECK ST	OH	07/31/2023	07/31/2023	MW	CX	$8,603.00
EP EFT 00082837	10003218	BILLIE WOODS	215 N CULVER	OH	07/31/2023	07/31/2023	MW	CX	$1,334.00
EP EFT 00082838	10009802	WYN DIXIE CORPORTION	445 W	OH	07/31/2023	07/31/2023	MW	CX	$1,423.00

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Check	Payee ID	Payee Name	First Reference	Subs	Check Date	Cancel Date	Type	Status	Check Amount
		** S O R T T O T A L S **							
								Cancelled:	$1,963,461.52
								EP Group Total:	$1,963,461.52
SA CHK 00002019	00561298	MOBILE MINI INC	9018082160	OH	07/18/2023		MW	IS	$334.70
SA CHK 00002020	00732280	RICHARDS WATSON & GERSHON	242610	OH	07/18/2023		MW	IS	$2,365.00
		** S O R T T O T A L S **							
								Issued:	$2,699.70
								SA Group Total:	$2,699.70
		**** G R A N D T O T A L S ****						**Grand Total:**	$6,220,776.37

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08/01/2023 to 08/31/2023 Job Number: 1751625

Check	Payee ID	Payee Name	First Reference	Subs	Check Date	Cancel Date	Type	Status	Check Amount
AP CHK 00265528	10009537	AA SMOG CENTER	15131	OH	08/02/2023	08/28/2023	MW	CX	$675.00
AP CHK 00265529	00010702	AAA ELECTRIC MOTOR SALES/SERVICES	LSI-75675	OH	08/02/2023	08/14/2023	MW	CX	$1,450.88
AP CHK 00265530	00020154	ADVANCE FIRE EXTINGUISHER CO	26486	OH	08/02/2023	08/18/2023	MW	CX	$3,820.73
AP CHK 00265531	10009838	ADVANCED APPLIED ENGINEERING INC	28617	OH	08/02/2023	08/30/2023	MW	CX	$49,196.00
AP CHK 00265532	10008830	ALEXANDERS CONTRACT SERVICES INC	104651	OH	08/02/2023	08/15/2023	MW	CX	$2,865.60
AP CHK 00265533	00025513	ALL AMERICAN ASPHALT	202990	OH	08/02/2023	08/21/2023	MW	CX	$359,880.78
AP CHK 00265534	10003439	ALTEC INDUSTRIES INC	5574420	OH	08/02/2023	08/17/2023	MW	CX	$12,316.19
AP CHK 00265535	10007434	ARAMARK UNIFORM & CAREER APPAREL	3860179896	OH	08/02/2023	08/14/2023	MW	CX	$427.01
AP CHK 00265536	10007657	ARIZONA MACHINERY DBA STOTZ	P70761	OH	08/02/2023	08/14/2023	MW	CX	$999.00
AP CHK 00265537	10009322	AZTEK COMPUTERS	203186	OH	08/02/2023	08/15/2023	MW	CX	$2,048.41
AP CHK 00265538	00100790	BLUE DIAMOND MATERIALS	3211836	OH	08/02/2023	08/14/2023	MW	CX	$212.65
AP CHK 00265539	10009480	BRAND MANAGEMENT GROUP LLC	INVDS0029975	OH	08/02/2023	08/21/2023	MW	CX	$810.84
AP CHK 00265540	10009957	C3 OFFICE SOLUTIONS LLC	INV162310	OH	08/02/2023	08/15/2023	MW	CX	$217.13
AP CHK 00265541	10009993	ANTHONY CARTWRIGHT	102	OH	08/02/2023	08/11/2023	MW	CX	$2,300.00
AP CHK 00265542	10008539	CITY OF DOWNEY	236691	OH	08/02/2023	08/17/2023	MW	CX	$359,982.00
AP CHK 00265543	10007656	CIVIL SOURCE INC	336104	OH	08/02/2023	08/16/2023	MW	CX	$1,440.00
AP CHK 00265544	10003143	CLEANSTREET	106307CS	OH	08/02/2023	08/29/2023	MW	CX	$57,480.00
AP CHK 00265545	00160050	CLINICAL LAB OF SAN BERNARDINO	2300892-COM01	OH	08/02/2023	08/14/2023	MW	CX	$1,250.00
AP CHK 00265546	10009070	COMMERCIAL PEST SERVICES	12880	OH	08/02/2023	08/21/2023	MW	CX	$225.00
AP CHK 00265547	10008435	CONVERGINT TECHNOLOGIES LLC	601SN7052-3	OH	08/02/2023	08/17/2023	MW	CX	$57,743.55
AP CHK 00265548	00232470	CUMMINS-ALLISON CORP	1441004	OH	08/02/2023	08/17/2023	MW	CX	$427.48
AP CHK 00265549	00241781	DAVEY CAR WASH & DETAILING	150A	OH	08/02/2023	08/17/2023	MW	CX	$180.00
AP CHK 00265550	T13200	REGINALD DONALD	XP REIM	OH	08/02/2023	08/24/2023	MW	CX	$247.03
AP CHK 00265551	00835060	DS SERVICES OF AMERICA INC	20645457	OH	08/02/2023	08/18/2023	MW	CX	$515.02
AP CHK 00265552	10006916	DUDEK	202305137	OH	08/02/2023	08/25/2023	MW	CX	$42,046.86
AP CHK 00265553	10004623	DEBRA H DUNCAN	230628	OH	08/02/2023	08/22/2023	MW	CX	$9,000.00
AP CHK 00265554	00274445	DUTHIE POWER SERVICES	S114108	OH	08/02/2023	08/16/2023	MW	CX	$812.95
AP CHK 00265555	10007481	EADIE AND PAYNE LLP	143851	OH	08/02/2023	08/18/2023	MW	CX	$47,490.00
AP CHK 00265556	10003979	FERGUSON ENTERPRISES INC	0013037	OH	08/02/2023	08/14/2023	MW	CX	$26,748.63
AP CHK 00265557	00307719	FONTENOT TOW SERVICE	66160	OH	08/02/2023	08/23/2023	MW	CX	$1,260.00
AP CHK 00265558	00307719	FONTENOT TOW SERVICE	66076	OH	08/02/2023	08/23/2023	MW	CX	$200.00
AP CHK 00265559	00310013	FREDDYS ORNAMENTAL SUPPLIES LL	110300	OH	08/02/2023	08/17/2023	MW	CX	$512.66
AP CHK 00265560	10007330	JORGE GALINDO	552	OH	08/02/2023	08/28/2023	MW	CX	$1,050.00
AP CHK 00265561	10004286	GARDENA BATTERY INC	37280	OH	08/02/2023	08/14/2023	MW	CX	$5,124.31

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AP CHK 00265562	T20160	GENESIS CONTRACTING SOLUTIONS INC	BL23-0650	OH	08/02/2023	08/16/2023	MW	CX	$207.06
AP CHK 00265563	10001085	GOVERNMENT FINANCE OFFICERS ASSOC	3375473	OH	08/02/2023	08/23/2023	MW	CX	$300.00
AP CHK 00265564	00349350	GRAINGER	9708878062	OH	08/02/2023	08/16/2023	MW	CX	$23.98
AP CHK 00265565	00349350	GRAINGER	9751220899	OH	08/02/2023	08/16/2023	MW	CX	$3,943.82
AP CHK 00265566	10004939	GREENLAND SUPPLY INC	266813	OH	08/02/2023		MW	RV	$7,125.76
AP CHK 00265567	00367260	HAAKER EQUIPMENT CO	W1A460	OH	08/02/2023	08/16/2023	MW	CX	$4,912.41
AP CHK 00265568	10007764	HARBOR CHEVROLET CORP	15452212	OH	08/02/2023	08/18/2023	MW	CX	$866.25
AP CHK 00265569	10009430	HARDY & HARPER INC	22609 RET	OH	08/02/2023	08/14/2023	MW	CX	$120,975.05
AP CHK 00265570	10009656	HAWTHORNE ELECTRIC SUPPLY	355049	OH	08/02/2023	08/16/2023	MW	CX	$24,977.46
AP CHK 00265571	10006601	HD SUPPLY FACILITIES MAINTENANCE	752940544	OH	08/02/2023	08/14/2023	MW	CX	$525.84
AP CHK 00265572	T20133	HQ REMODELING AND DESIGN	V#34196	OH	08/02/2023	08/17/2023	MW	CX	$253.00
AP CHK 00265573	10005591	INFOSEND INC	242089	OH	08/02/2023	08/14/2023	MW	CX	$12,760.82
AP CHK 00265574	10003365	THE JANKOVICH COMPANY	5442419	OH	08/02/2023	08/14/2023	MW	CX	$3,613.11
AP CHK 00265575	10009353	JENDO INVESTMENT INC	215446	OH	08/02/2023		MW	IS	$224.00
AP CHK 00265576	10004560	JOHN L HUNTER & ASSOCIATES INC	COM1MS41230	OH	08/02/2023	08/22/2023	MW	CX	$41,673.33
AP CHK 00265577	00435607	JOHNSON CONTROLS INC	1-129787806936	OH	08/02/2023	08/16/2023	MW	CX	$50,092.50
AP CHK 00265578	10004290	K-LOG INC	23-323221-1	OH	08/02/2023	08/18/2023	MW	CX	$726.85
AP CHK 00265579	10008499	KALMIKOV ENTERPRISES INC	25757	OH	08/02/2023	08/14/2023	MW	CX	$21,843.07
AP CHK 00265580	10009859	KELSEY E WILHELM MD PC	12 JUNE 2023	OH	08/02/2023	08/15/2023	MW	CX	$6,975.00
AP CHK 00265581	10005623	KOA CORPORATION	JC21052-15	OH	08/02/2023	08/14/2023	MW	CX	$6,762.00
AP CHK 00265582	00302741	L A COUNTY SHERIFF	233713EC	OH	08/02/2023	08/14/2023	MW	CX	$2,021,148.27
AP CHK 00265583	00235050	L N CURTIS AND SON	INV724476	OH	08/02/2023		MW	IS	$10,368.09
AP CHK 00265584	10009611	L.N. CURTIS AND SONS	INV715696	OH	08/02/2023		MW	IS	$754.91
AP CHK 00265585	10009082	LA TRUCK & AUTO INC	6265-266231	OH	08/02/2023	08/16/2023	MW	CX	$1,034.93
AP CHK 00265586	00485038	LBIW INC	0089531-IN	OH	08/02/2023	08/17/2023	MW	CX	$4,613.96
AP CHK 00265587	10008121	LEE'S TOOLS	1078127	OH	08/02/2023	08/22/2023	MW	CX	$317.24
AP CHK 00265588	00474570	LIFE ASSIST INC	1338355	OH	08/02/2023	08/14/2023	MW	CX	$1,216.41
AP CHK 00265589	10009689	LINDE GAS & EQUIPMENT INC	36632023	OH	08/02/2023	08/14/2023	MW	CX	$3,490.28
AP CHK 00265590	00475500	LINDSAY LUMBER COMPANY	460582	OH	08/02/2023	08/15/2023	MW	CX	$1,876.24
AP CHK 00265591	00475500	LINDSAY LUMBER COMPANY	460565	OH	08/02/2023	08/16/2023	MW	CX	$29.95
AP CHK 00265592	10009991	LONG BEACH LLC	F0CB704414	OH	08/02/2023	08/15/2023	MW	CX	$2,010.30
AP CHK 00265593	00487210	LOS ANGELES COUNTY	JUNE 2023	OH	08/02/2023		MW	IS	$77,419.54
AP CHK 00265594	10008307	LOS ANGELES COUNTY TAX COLLECTOR	REC PROPTAX	OH	08/02/2023	08/15/2023	MW	CX	$124.54
AP CHK 00265595	10003411	M V TRANSPORTATION INC	124460	OH	08/02/2023	08/15/2023	MW	CX	$126,578.16

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AP CHK 00265596	10009805	MAJOR LEAGUE INFIELDS INC.	1796-23	OH	08/02/2023		MW	IS	$4,100.00
AP CHK 00265597	10009159	MARS ENVIRONMENTAL INC	23157	OH	08/02/2023	08/21/2023	MW	CX	$9,048.86
AP CHK 00265598	00533103	MARTIN CONTAINERS	RI113563	OH	08/02/2023	08/14/2023	MW	CX	$479.59
AP CHK 00265599	00555000	METROPOLITAN WATER DISTRICT OF S	11105	OH	08/02/2023	08/25/2023	MW	CX	$1,929.67
AP CHK 00265600	10008846	MINER LTD	IN-0488499	OH	08/02/2023	08/18/2023	MW	CX	$342.00
AP CHK 00265601	00561298	MOBILE MINI INC	9017964305	OH	08/02/2023	08/16/2023	MW	CX	$252.14
AP CHK 00265602	10007874	MOORE IACOFANO GOLTSMAN INC	0081699	OH	08/02/2023	08/16/2023	MW	CX	$20,166.51
AP CHK 00265603	00632220	NATIONAL BUSINESS FURNITURE	MK594954	OH	08/02/2023	08/16/2023	MW	CX	$4,295.23
AP CHK 00265604	10007658	NCH CORPORATION	8286828	OH	08/02/2023	08/15/2023	MW	CX	$24,354.84
AP CHK 00265605	10007898	NESTLE WATERS NORTH AMERICA	03F6706144038	OH	08/02/2023	08/18/2023	MW	CX	$300.21
AP CHK 00265606	10004183	NEW WEST LANDSCAPING	4149	OH	08/02/2023	08/15/2023	MW	CX	$939.50
AP CHK 00265607	10009505	OAK PAPER PRODUCTS CO	4007118	OH	08/02/2023	08/21/2023	MW	CX	$84.16
AP CHK 00265608	10009475	OAK PAPER PRODUCTS COMPANY INC	4006780	OH	08/02/2023		MW	RV	$1,871.80
AP CHK 00265609	10009077	OCCUPATIONAL HEALTH SERVICES	78570054	OH	08/02/2023	08/16/2023	MW	CX	$343.00
AP CHK 00265610	10009861	ODP BUSINESS SOLUTIONS LLC.	318945743001	OH	08/02/2023	08/16/2023	MW	CX	$736.18
AP CHK 00265611	00650802	OFFICE DEPOT	314157873001	OH	08/02/2023	08/16/2023	MW	CX	$1,404.20
AP CHK 00265612	10007650	OREILLY AUTOMOTIVE STORES INC	3079-323525	OH	08/02/2023	08/24/2023	MW	CX	$3,245.31
AP CHK 00265613	10004199	PLUMBERS DEPOT INC	PD-54003	OH	08/02/2023	08/18/2023	MW	CX	$6,978.51
AP CHK 00265614	10008741	SUSAN PRIVITERA-JOHNSON	2023-06-001	OH	08/02/2023	08/16/2023	MW	CX	$6,810.00
AP CHK 00265615	10005980	QUILL CORPORATION	33294472	OH	08/02/2023		MW	RV	$1,718.53
AP CHK 00265616	10009973	R & R ROOFING & WATERPROOFING INC	1170	OH	08/02/2023	08/15/2023	MW	CX	$26,317.73
AP CHK 00265617	10008898	RAYS AUTO	521	OH	08/02/2023	08/16/2023	MW	CX	$1,715.00
AP CHK 00265618	00715665	RAYVERN LIGHTING SUPPLY CO INC	69396-0	OH	08/02/2023	08/16/2023	MW	CX	$13,051.45
AP CHK 00265619	00732280	RICHARDS WATSON & GERSHON	242612-HS	OH	08/02/2023	08/15/2023	MW	CX	$11,180.50
AP CHK 00265620	10007958	ROVINCE INTERNATIONAL CORP	37104	OH	08/02/2023	08/15/2023	MW	CX	$5,004.72
AP CHK 00265621	T16325	SIERRA ROOF INC	B23-000496	OH	08/02/2023	08/18/2023	MW	CX	$3,000.00
AP CHK 00265622	10009954	SIGN SPECIALISTS CORPORATION	869484	OH	08/02/2023	08/14/2023	MW	CX	$677.49
AP CHK 00265623	00792523	SMART & FINAL	3412360029404	OH	08/02/2023	08/21/2023	MW	CX	$934.46
AP CHK 00265624	10007455	SONSRAY MACHINERY LLC	SWO029827-1	OH	08/02/2023	08/15/2023	MW	CX	$6,046.22
AP CHK 00265625	10004666	SOUTH COAST EMERGENCY VEHICLE SVC	12380	OH	08/02/2023	08/14/2023	MW	CX	$26,480.93
AP CHK 00265626	00846370	STAPLES ADVANTAGE	3541764084	OH	08/02/2023	08/15/2023	MW	CX	$2,546.72
AP CHK 00265627	10008188	STETSON ENGINEERS	2836-20-003	OH	08/02/2023		MW	IS	$4,132.25
AP CHK 00265628	10009448	SUPERIOR PAVEMENT MARKINGS INC	17219	OH	08/02/2023	08/15/2023	MW	CX	$75,610.80
AP CHK 00265629	10009201	SYNCHRONY BANK	901706-	OH	08/02/2023	08/21/2023	MW	CX	$271.03

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AP CHK 00265630	10005299	TAJ TRADING CORPORATION	03814	OH	08/02/2023	08/29/2023	MW	CX	$2,711.46
AP CHK 00265631	10008677	TEDDY BY BEAR	68337	OH	08/02/2023	08/14/2023	MW	CX	$341.00
AP CHK 00265632	00872435	TERMINIX INTERNATIONAL	433970523	OH	08/02/2023	08/21/2023	MW	CX	$125.12
AP CHK 00265633	10009958	TOWNSEND PUBLIC AFFAIRS INC	20091	OH	08/02/2023	08/21/2023	MW	CX	$8,000.00
AP CHK 00265634	T20159	TRINITY UNLIMITED OUTREACH	V#94449	OH	08/02/2023		MW	IS	$460.00
AP CHK 00265635	10003754	TURF STAR INC	3321453-00	OH	08/02/2023	08/14/2023	MW	CX	$10,198.97
AP CHK 00265636	10005202	TURNOUT MAINTENANCE COMPANY LLC	27133	OH	08/02/2023	08/14/2023	MW	CX	$4,690.10
AP CHK 00265637	10009753	UBIQUS REPORTING INC	483 565	OH	08/02/2023	08/16/2023	MW	CX	$585.00
AP CHK 00265638	10009051	ULINE INC	165393526	OH	08/02/2023	08/16/2023	MW	CX	$291.49
AP CHK 00265639	00890190	UNDERGROUND SERVICE ALERT	320230159	OH	08/02/2023	08/15/2023	MW	CX	$371.43
AP CHK 00265640	10007642	UNIFIRST CORPORATION	324 2903242	OH	08/02/2023	08/17/2023	MW	CX	$2,273.26
AP CHK 00265641	00930000	WALTERS WHOLESALE ELECTRIC CO	S123436702.002	OH	08/02/2023	08/14/2023	MW	CX	$309.59
AP CHK 00265642	10004949	WATERLINE TECHNOLOGIES INC	5638134	OH	08/02/2023	08/16/2023	MW	CX	$6,366.95
AP CHK 00265643	00936332	WAXIE'S ENTERPRISES INC	81828953A	OH	08/02/2023	08/14/2023	MW	CX	$28,211.80
AP CHK 00265644	00942688	WEST LITE SUPPLY INC	5363378-00	OH	08/02/2023	08/15/2023	MW	CX	$951.62
AP CHK 00265645	10000824	WEST PUBLISHING CORPORATION	848549399	OH	08/02/2023	08/21/2023	MW	CX	$2,297.20
AP CHK 00265646	10005461	WILLDAN FINANCIAL SERVICES	010-54372	OH	08/02/2023	08/15/2023	MW	CX	$5,592.00
AP CHK 00265647	T18883	MONIQUE WILLIS	EXP REIM	OH	08/02/2023	08/14/2023	MW	CX	$357.40
AP CHK 00265648	00977030	YAMADA CO INC	83203	OH	08/02/2023	08/24/2023	MW	CX	$2,928.45
AP CHK 00265649	10009879	YUNEX LLC	5620043432	OH	08/02/2023	08/16/2023	MW	CX	$4,138.17
AP CHK 00265650	10008903	ZOLL MEDICAL CORPORATION	2858378	OH	08/02/2023	08/16/2023	MW	CX	$21,971.72
AP CHK 00265651	10010049	ZORRO LANDSCAPING INC.	2454	OH	08/02/2023	08/24/2023	MW	CX	$3,500.00
AP CHK 00265652	00978990	ZUMAR INDUSTRIES	7906	OH	08/02/2023	08/16/2023	MW	CX	$3,186.42
AP CHK 00265653	10010031	BRYAN SPRAGG	EXP REIM	OH	08/03/2023	08/15/2023	MW	CX	$7,500.00
AP CHK 00265654	10009957	C3 OFFICE SOLUTIONS LLC	INV163625	OH	08/03/2023	08/15/2023	MW	CX	$1,430.87
AP CHK 00265655	00850535	CALIFORNIA DEPARTMENT OF	4TH QTR FY 23	OH	08/03/2023	08/16/2023	MW	CX	$644.00
AP CHK 00265656	T20148	LULA COLLINS	120 N ACACIA	OH	08/03/2023		MW	IS	$17.61
AP CHK 00265657	10009557	D & H WATER SYSTEMS INC	I2023-0913	OH	08/03/2023	08/24/2023	MW	CX	$14,392.45
AP CHK 00265658	10006471	CHRISTIAN FUENTES	BOOT REIM	OH	08/03/2023	08/22/2023	MW	CX	$275.00
AP CHK 00265659	00349350	GRAINGER	9773676326	OH	08/03/2023	08/16/2023	MW	CX	$142.50
AP CHK 00265660	10010024	TAQUAN JONES	XPS REIM	OH	08/03/2023	08/29/2023	MW	CX	$352.70
AP CHK 00265661	T20149	JOYE MC LAURIN	321 W	OH	08/03/2023		MW	IS	$176.82
AP CHK 00265662	W050076000	MILDRED SHIRLEY	1921 W 138TH	OH	08/03/2023		MW	IS	$55.76
AP CHK 00265663	T20150	DIAMOND SIMIEN	216 W	OH	08/03/2023		MW	IS	$122.86

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AP CHK 00265664	T20147	JAQUELINE SOTO	808 S LOCUST	OH	08/03/2023	08/16/2023	MW	CX	$96.13
AP CHK 00265665	10006462	TOTAL CORPORATE SOLUTIONS	195156	OH	08/03/2023	08/15/2023	MW	CX	$596.30
AP CHK 00265666	10006951	UNITED HEALTHCARE INSURANCE CO	GRP DENTAL	OH	08/03/2023	08/21/2023	MW	CX	$26,339.26
AP CHK 00265667	10007015	UNUM LIFE INSURANCE CO OF AMERICA	GRP LIFE	OH	08/03/2023	08/17/2023	MW	CX	$6,119.25
AP CHK 00265668	00925156	VISION SERVICE PLAN	GRP VIS AUG	OH	08/03/2023	08/15/2023	MW	CX	$7,593.74
AP CHK 00265669	10004949	WATERLINE TECHNOLOGIES INC	5642096	OH	08/03/2023	08/16/2023	MW	CX	$7,147.97
AP CHK 00265670	10009801	YEWANDE EBONY AYODELE	JUNE SPEC	OH	08/08/2023	08/17/2023	MW	CX	$350.00
AP CHK 00265671	10007343	CHAMPIONS OF CARING CONNECTIONS	INV #4	OH	08/08/2023		MW	IS	$1,847.20
AP CHK 00265672	10009819	BENITA DIXON	JUNE SPEC	OH	08/08/2023	08/25/2023	MW	CX	$350.00
AP CHK 00265673	10009782	LATANYA DENISE GANTER	JUNE SPEC	OH	08/08/2023	08/17/2023	MW	CX	$350.00
AP CHK 00265674	10009472	JENNIFER ANN GRANT	JUNE SPEC	OH	08/08/2023	08/23/2023	MW	CX	$350.00
AP CHK 00265675	10004939	GREENLAND SUPPLY INC	266813	OH	08/08/2023	08/17/2023	MW	CX	$7,125.76
AP CHK 00265676	T12105	SAMUEL HARPER	EM REI FIRE	OH	08/08/2023	08/16/2023	MW	CX	$281.84
AP CHK 00265677	10009629	DONAL HOLLOWAY	BOOT ALLOW	OH	08/08/2023	08/15/2023	MW	CX	$241.15
AP CHK 00265678	10002728	INTERNATIONAL INSTITUTE OF	ANN MEM FEE	OH	08/08/2023		MW	IS	$350.00
AP CHK 00265679	10008558	ARSLAN A KHAN	6403	OH	08/08/2023	08/16/2023	MW	CX	$2,955.00
AP CHK 00265680	10001450	LOS ANGELES AREA FIRE CHIEFS ASSOC	2023 LAAFCA	OH	08/08/2023	08/23/2023	MW	CX	$800.00
AP CHK 00265681	10009475	OAK PAPER PRODUCTS COMPANY INC	4006780	OH	08/08/2023	08/16/2023	MW	CX	$935.90
AP CHK 00265682	10005980	QUILL CORPORATION	33294472	OH	08/08/2023	08/29/2023	MW	CX	$1,718.53
AP CHK 00265683	10001902	SOUTH BAY HEATING & AIR COND	2023.0316-004	OH	08/08/2023	08/16/2023	MW	CX	$65,585.00
AP CHK 00265684	10009814	BETRINA L WARREN	JUNE SPEC	OH	08/08/2023	08/17/2023	MW	CX	$350.00
AP CHK 00265685	T20166	GABRIEL AGUIRRE	935 W SPRUCE	OH	08/08/2023	08/21/2023	MW	CX	$178.45
AP CHK 00265686	00025577	ALL PRO FENCE	00048205	OH	08/08/2023	08/21/2023	MW	CX	$770.00
AP CHK 00265687	T20178	JUAN ALVAREZ	1317 1/2 N	OH	08/08/2023		MW	IS	$125.13
AP CHK 00265688	T20181	APB PROP LLC	220 E	OH	08/08/2023	08/21/2023	MW	CX	$594.09
AP CHK 00265689	T20176	CARLA ASTORGA	1204 E	OH	08/08/2023	08/30/2023	MW	CX	$142.30
AP CHK 00265690	10009801	YEWANDE EBONY AYODELE	JULY SPEC	OH	08/08/2023	08/17/2023	MW	CX	$250.00
AP CHK 00265691	T20184	VICTOR BAUTISTA	16115 S	OH	08/08/2023	08/24/2023	MW	CX	$182.75
AP CHK 00265692	10010046	BELFOR USA GROUP INC	1703804	OH	08/08/2023	08/23/2023	MW	CX	$38,292.87
AP CHK 00265693	T13864	BROTHERS OF THE SUN	1633 E	OH	08/08/2023		MW	IS	$204.62
AP CHK 00265694	10010031	BRYAN SPRAGG	EM RE POOL	OH	08/08/2023	08/15/2023	MW	CX	$316.44
AP CHK 00265695	T20172	MARTIN BYRDSONG	203 N SPRING	OH	08/08/2023	08/23/2023	MW	CX	$240.29
AP CHK 00265696	T20175	LING CHANG	1039 S	OH	08/08/2023	08/29/2023	MW	CX	$87.36
AP CHK 00265697	00153905	CITY OF COMPTON PETTY CASH	16931	OH	08/08/2023	08/14/2023	MW	CX	$142.95

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AP CHK 00265698	T20185	LULA COLLINS	120AB N	OH	08/08/2023		MW	IS	$62.88
AP CHK 00265699	T20163	ELAIN COX	V# 24532	OH	08/08/2023	08/31/2023	MW	CX	$300.00
AP CHK 00265700	T20179	CARLOS CRUZ JUAREZ	507 W	OH	08/08/2023	08/17/2023	MW	CX	$150.81
AP CHK 00265701	10009819	BENITA DIXON	JULY SPEC	OH	08/08/2023	08/25/2023	MW	CX	$250.00
AP CHK 00265702	T13200	REGINALD DONALD	EMRE SUP	OH	08/08/2023	08/24/2023	MW	CX	$13.89
AP CHK 00265703	T20161	GLENDA M. DRISCOLL	V# 24529	OH	08/08/2023	08/21/2023	MW	CX	$300.00
AP CHK 00265704	10006604	DEIDRE M DUHART	EMRE FRAM	OH	08/08/2023	08/15/2023	MW	CX	$168.50
AP CHK 00265705	T20162	CONNIE DURON	V# 24531	OH	08/08/2023	08/25/2023	MW	CX	$300.00
AP CHK 00265706	T20168	JAMES ESTES JR	1516 W 166TH	OH	08/08/2023	08/31/2023	MW	CX	$117.58
AP CHK 00265707	10009782	LATANYA DENISE GANTER	JULY SPEC	OH	08/08/2023	08/16/2023	MW	CX	$250.00
AP CHK 00265708	10009472	JENNIFER ANN GRANT	JULY SPEC	OH	08/08/2023	08/23/2023	MW	CX	$250.00
AP CHK 00265709	T20189	CONNIE HALBIG	328 W CEDAR	OH	08/08/2023		MW	IS	$35.43
AP CHK 00265710	T20177	CARMELLE HARRIS	1100 E	OH	08/08/2023		MW	IS	$85.41
AP CHK 00265711	T20183	PAUL JANKE	802 W 134TH ST	OH	08/08/2023	08/29/2023	MW	CX	$139.20
AP CHK 00265712	T04364	IVY JEFFERSON	V# 24530	OH	08/08/2023	08/17/2023	MW	CX	$300.00
AP CHK 00265713	10007690	JMDIAZ INC	030 (23-108)	OH	08/08/2023	08/17/2023	MW	CX	$2,171.81
AP CHK 00265714	10004560	JOHN L HUNTER & ASSOCIATES INC	COM1NS412306	OH	08/08/2023		MW	RV	$27,867.41
AP CHK 00265715	10004892	KEYSER MARSTON ASSOC INC	0037931	OH	08/08/2023	08/18/2023	MW	CX	$3,097.50
AP CHK 00265716	T20186	SAMUEL LEZAMA	1210 S KEMP	OH	08/08/2023	08/28/2023	MW	CX	$75.00
AP CHK 00265717	T20165	LIGHTSPEED INVESTMENTS	203 N LOCUST	OH	08/08/2023	08/22/2023	MW	CX	$245.05
AP CHK 00265718	10008803	CYNTHIA G MACHEN	V# 24527	OH	08/08/2023		MW	IS	$300.00
AP CHK 00265719	T20164	JAZMONE MARTIN	V# 24533	OH	08/08/2023	08/29/2023	MW	CX	$300.00
AP CHK 00265720	T19658	NATASHA MCCORMICK	V# 24528	OH	08/08/2023		MW	IS	$300.00
AP CHK 00265721	T20182	HILDA MENDOZA	417 W SPRUCE	OH	08/08/2023		MW	IS	$0.24
AP CHK 00265722	T20173	MRAT LLC	3212 N	OH	08/08/2023		MW	IS	$232.39
AP CHK 00265723	10005660	PAY PLUS BENEFITS INC	AUG 2023	OH	08/08/2023	08/21/2023	MW	CX	$665.95
AP CHK 00265724	T20174	JULIANNA PEDRAZA	408 W POPLAR	OH	08/08/2023	08/18/2023	MW	CX	$163.37
AP CHK 00265725	T20188	GEMA PENA	126 N	OH	08/08/2023	08/16/2023	MW	CX	$45.28
AP CHK 00265726	10009884	SOLUTIONS PUBLIC RISK, INNOVATION	24350022	OH	08/08/2023	08/18/2023	MW	CX	$353,070.00
AP CHK 00265727	T20170	REDFINNOW BORROWER LLC	500 F6 N	OH	08/08/2023		MW	IS	$125.06
AP CHK 00265728	00732280	RICHARDS WATSON & GERSHON	243170-HS	OH	08/08/2023	08/18/2023	MW	CX	$15,703.03
AP CHK 00265729	10009862	PAUL SEGOVIA	S0011	OH	08/08/2023	08/25/2023	MW	CX	$295.08
AP CHK 00265730	10008718	RONERICK SIMPSON	TR RE METRO	OH	08/08/2023	08/15/2023	MW	CX	$2,654.96
AP CHK 00265731	00853140	STATE CONTROLLER'S OFFICE	FTB-00005961	OH	08/08/2023	08/18/2023	MW	CX	$4,168.28

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Check	Payee ID	Payee Name	First Reference	Subs	Check Date	Cancel Date	Type	Status	Check Amount
AP CHK 00265732	T20169	HAROLD STEPHENS	1415	OH	08/08/2023		MW	IS	$112.88
AP CHK 00265733	T20190	ROBERT TOSTADO	1217 W 136TH	OH	08/08/2023		MW	IS	$109.40
AP CHK 00265734	T20167	UNIVERSAL SOUL CIRCUS	123 E ARTESIA	OH	08/08/2023	08/28/2023	MW	CX	$832.42
AP CHK 00265735	10009814	BETRINA L WARREN	JULY SPEC	OH	08/08/2023	08/17/2023	MW	CX	$250.00
AP CHK 00265736	T20180	YHK 178 LLC	2001 N LONG	OH	08/08/2023		MW	IS	$600.00
AP CHK 00265737	T20171	YHK 179 LLC	2001 N LONG	OH	08/08/2023		MW	IS	$200.00
AP CHK 00265738	T20187	NIVALDO ZADA	834 W SCHOOL	OH	08/08/2023	08/25/2023	MW	CX	$29.27
AP CHK 00265739	10003356	AT & T	96044989665552	OH	08/15/2023	08/30/2023	MW	CX	$2,543.65
AP CHK 00265740	10007691	AT&T	321900497	OH	08/15/2023	08/30/2023	MW	CX	$1,467.42
AP CHK 00265741	10007587	AT&T CORP	8310012920897	OH	08/15/2023	08/29/2023	MW	CX	$13,516.88
AP CHK 00265742	10001482	CALIFORNIA WATER SERVICE	7199422222	OH	08/15/2023		MW	RV	$1,884.61
AP CHK 00265743	00232470	CUMMINS-ALLISON CORP	CURRENCY	OH	08/15/2023		MW	RV	$9,869.58
AP CHK 00265744	10009927	HOLLYWOOD ELITE SECURITY INC	2121	OH	08/15/2023	08/21/2023	MW	CX	$6,820.00
AP CHK 00265745	00650802	OFFICE DEPOT	320559798-001	OH	08/15/2023	08/29/2023	MW	CX	$1,543.38
AP CHK 00265746	00682500	PARAMOUNT WATER DISTRICT	16-0013-00	OH	08/15/2023	08/28/2023	MW	CX	$763.02
AP CHK 00265747	10008266	SHI INT'L CORP.	B17159841	OH	08/15/2023	08/28/2023	MW	CX	$509.24
AP CHK 00265748	10010014	SOUTHWEST SOLUTIONS GROUP INC	120259-1	OH	08/15/2023	08/29/2023	MW	CX	$8,531.60
AP CHK 00265749	10006644	SUSAN ADAMS	AUG SPECIAL	OH	08/15/2023	08/28/2023	MW	CX	$150.00
AP CHK 00265750	10003356	AT & T	96044989665552	OH	08/15/2023	08/30/2023	MW	CX	$2,820.81
AP CHK 00265751	10002636	AT&T	9391082554	OH	08/15/2023		MW	IS	$7,782.46
AP CHK 00265752	10007691	AT&T	321900497	OH	08/15/2023	08/30/2023	MW	CX	$1,403.55
AP CHK 00265753	10009806	CHARTER COMMUNICATIONS	84483005012025	OH	08/15/2023	08/28/2023	MW	CX	$5,119.18
AP CHK 00265754	10003143	CLEANSTREET	106557CS	OH	08/15/2023	08/30/2023	MW	CX	$57,480.00
AP CHK 00265755	VOID.CONTI	Void - Continued Stub	CONTINUE	OH	08/15/2023		VM	VD	$0.00
AP CHK 00265756	VOID.CONTI	Void - Continued Stub	CONTINUE	OH	08/15/2023		VM	VD	$0.00
AP CHK 00265757	VOID.CONTI	Void - Continued Stub	CONTINUE	OH	08/15/2023		VM	VD	$0.00
AP CHK 00265758	VOID.CONTI	Void - Continued Stub	CONTINUE	OH	08/15/2023		VM	VD	$0.00
AP CHK 00265759	00202600	COMPTON MUNICIPAL WATER CO	1349090030	OH	08/15/2023	08/21/2023	MW	CX	$33,844.97
AP CHK 00265760	10008457	FRONTIER CALIFORNIA INC	20915139060305	OH	08/15/2023	08/24/2023	MW	CX	$512.23
AP CHK 00265761	10002915	JUANITA GREEN-WRIGHT	AUG SPECIAL	OH	08/15/2023	08/28/2023	MW	CX	$150.00
AP CHK 00265762	T12105	SAMUEL HARPER	EM REIM BELT	OH	08/15/2023	08/23/2023	MW	CX	$190.56
AP CHK 00265763	10003365	THE JANKOVICH COMPANY	5440954	OH	08/15/2023	08/25/2023	MW	CX	$44,601.04
AP CHK 00265764	10004560	JOHN L HUNTER & ASSOCIATES INC	COM1MS41230	OH	08/15/2023	08/31/2023	MW	CX	$27,867.41
AP CHK 00265765	10008951	MONA JONES	AUG SPECIAL	OH	08/15/2023	08/22/2023	MW	CX	$150.00

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Check	Payee ID	Payee Name	First Reference	Subs	Check Date	Cancel Date	Type	Status	Check Amount
AP CHK 00265766	10010086	JOSEPH MASTERSON	EM REIM SPRK	OH	08/15/2023	08/23/2023	MW	CX	$47.36
AP CHK 00265767	10010064	Phil Goff	002	OH	08/15/2023	08/28/2023	MW	CX	$960.00
AP CHK 00265768	10009868	DIEGO RAMIREZ	AUG SPECIAL	OH	08/15/2023	08/28/2023	MW	CX	$150.00
AP CHK 00265769	10009338	REPUBLIC SERVICES INC	3-0902-7600009	OH	08/15/2023	08/28/2023	MW	CX	$29,327.55
AP CHK 00265770	10009297	SCREAMIN EAGLE SERVICES INC	7282023	OH	08/15/2023	08/18/2023	MW	CX	$29,160.00
AP CHK 00265771	10007847	DAPHNE L SMITH	20230802	OH	08/15/2023	08/25/2023	MW	CX	$300.00
AP CHK 00265772	10008592	MARK R SMITH	AUG SPECIAL	OH	08/15/2023		MW	IS	$150.00
AP CHK 00265773	00811270	SO CA EDISON	700769335538	OH	08/15/2023	08/30/2023	MW	CX	$131,323.23
AP CHK 00265774	00815000	SOUTHERN CALIFORNIA GAS COMPANY	17570144000	OH	08/15/2023	08/24/2023	MW	CX	$2,061.40
AP CHK 00265775	10008371	T-MOBILE USA INC	953790872	OH	08/15/2023		MW	IS	$1,522.48
AP CHK 00265776	T20192	THE ROOFING LADY/ ERASMO LOZA	B23-000860	OH	08/15/2023		MW	IS	$1,000.00
AP CHK 00265777	10001363	VERIZON WIRELESS - LA	36111507300004	OH	08/15/2023	08/30/2023	MW	CX	$4,079.42
AP CHK 00265778	10009067	ANTHONY WARD	EM REIM	OH	08/15/2023	08/23/2023	MW	CX	$457.21
AP CHK 00265779	10004049	HEIDELBERG USA INC	HW# CHI#	OH	08/16/2023		MW	IS	$3,299.60
AP CHK 00265780	00302741	L A COUNTY SHERIFF	PLENTY 5K	OH	08/16/2023	08/23/2023	MW	CX	$1,057.59
AP CHK 00265781	10009938	KATHERYN HERRERA	123 E	OH	08/17/2023		MW	IS	$1,435.00
AP CHK 00265782	10007588	AT&T MOBILITY II LLC	287309257455	OH	08/22/2023		MW	IS	$4,872.45
AP CHK 00265783	10009895	BANK OF THE WEST	BOW 07/05/23	OH	08/22/2023		MW	IS	$15,413.41
AP CHK 00265784	10008004	BOMB ENTERTAINMENT	208-0423	OH	08/22/2023		MW	IS	$350.00
AP CHK 00265785	10001482	CALIFORNIA WATER SERVICE	8113215277	OH	08/22/2023		MW	RV	$1,749.57
AP CHK 00265786	T20206	PAULA CASTANEDA	V#33388	OH	08/22/2023		MW	IS	$721.00
AP CHK 00265787	T20197	MARLON B. COTO	P23-000330	OH	08/22/2023		MW	IS	$635.89
AP CHK 00265788	10004679	RICHARD EARL	EM REIM FIRE	OH	08/22/2023	08/30/2023	MW	CX	$440.55
AP CHK 00265789	00292880	FEDERAL EXPRESS CORP	INV#9-656-	OH	08/22/2023	08/31/2023	MW	CX	$372.18
AP CHK 00265790	T20194	KATHY FREEMAN	V# 094488	OH	08/22/2023		MW	IS	$730.00
AP CHK 00265791	T20200	MYESHA HICKMAN	V# 094492	OH	08/22/2023		MW	IS	$250.00
AP CHK 00265792	10010094	TANESHA HUDSON	TRAV REIM	OH	08/22/2023		MW	IS	$798.85
AP CHK 00265793	10010024	TAQUAN JONES	EMREIM	OH	08/22/2023	08/30/2023	MW	CX	$998.00
AP CHK 00265794	10003411	M V TRANSPORTATION INC	124079	OH	08/22/2023	08/28/2023	MW	CX	$242,174.96
AP CHK 00265795	10003290	JOSE MARTINEZ	TRVRE HOTMA	OH	08/22/2023	08/30/2023	MW	CX	$626.82
AP CHK 00265796	10009863	LORNA G. MENDOZA	#9	OH	08/22/2023		MW	IS	$16,690.00
AP CHK 00265797	T20199	MISS COMPTON PAGEANT	V# 094475	OH	08/22/2023		MW	IS	$250.00
AP CHK 00265798	T20201	WHITNEY MOORE	V# 094484	OH	08/22/2023	08/31/2023	MW	CX	$250.00
AP CHK 00265799	10010097	LOUIS MOTA	TRVRE HOTMA	OH	08/22/2023		MW	RV	$626.82

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Check	Payee ID	Payee Name	First Reference	Subs	Check Date	Cancel Date	Type	Status	Check Amount
AP CHK 00265800	00549090	NAN MCKAY AND ASSOCIATES INC	4012	OH	08/22/2023		MW	IS	$1,425.00
AP CHK 00265801	10007898	NESTLE WATERS NORTH AMERICA	03G0033471061	OH	08/22/2023		MW	IS	$179.75
AP CHK 00265802	10010089	DAVID PASCHAL	EM REIM	OH	08/22/2023	08/30/2023	MW	CX	$196.07
AP CHK 00265803	10009338	REPUBLIC SERVICES INC	3-0902-7600009	OH	08/22/2023		MW	IS	$43,462.76
AP CHK 00265804	T20205	ALFONSO SANCHEZ	B23-000730	OH	08/22/2023		MW	IS	$1,000.00
AP CHK 00265805	10010093	YOSELIN SANCHEZ	0001	OH	08/22/2023	08/31/2023	MW	CX	$300.00
AP CHK 00265806	10009297	SCREAMIN EAGLE SERVICES INC	8142023	OH	08/22/2023	08/29/2023	MW	CX	$14,580.00
AP CHK 00265807	10009862	PAUL SEGOVIA	S0013	OH	08/22/2023		MW	IS	$295.08
AP CHK 00265808	T20193	VIRGINIA SERVIN	V# 094489	OH	08/22/2023		MW	IS	$850.00
AP CHK 00265809	T20204	ELEANOR SISON	V# 094468	OH	08/22/2023	08/31/2023	MW	CX	$250.00
AP CHK 00265810	T20198	JILLIAN SMITH	V# 094495	OH	08/22/2023		MW	IS	$250.00
AP CHK 00265811	00811270	SO CA EDISON	700560258809	OH	08/22/2023	08/31/2023	MW	CX	$138,178.70
AP CHK 00265812	T17498	PATRICE STEWART	TRVRE HOTMA	OH	08/22/2023	08/30/2023	MW	CX	$626.82
AP CHK 00265813	T20155	TRMJ ROOFING	B23-000590	OH	08/22/2023		MW	IS	$1,270.93
AP CHK 00265814	T20203	JANET WALLER	V# 094494	OH	08/22/2023		MW	IS	$250.00
AP CHK 00265815	T20196	DELORES WILLIAMS	JUNE FEST	OH	08/22/2023		MW	IS	$400.00
AP CHK 00265816	T20202	SUKARI WILLIAMS	V# 094477	OH	08/22/2023		MW	IS	$370.00
AP CHK 00265817	10009877	ARLO PROPERTIES LLC	1308	OH	08/28/2023		MW	IS	$923.00
AP CHK 00265818	T20157	ALICIA BOYKIN	UTIL 11-22	OH	08/28/2023		MW	IS	$210.00
AP CHK 00265819	10009792	JESUS F. CARDENAS	521 W LAUREL	OH	08/28/2023		MW	IS	$1,456.00
AP CHK 00265820	00147522	THURSTON C CARLOCK II	522SLOAN#AA	OH	08/28/2023		MW	IS	$5,598.00
AP CHK 00265821	T19407	CHARMAINE BOBBLER	UTIL 11-22	OH	08/28/2023		MW	IS	$38.00
AP CHK 00265822	10009856	CMC REALTY & LENDING CORP.	1317 ALONDRA	OH	08/28/2023		MW	IS	$4,518.00
AP CHK 00265823	10003727	COMPTON HOLDINGS LLC	2126 N BULLIS	OH	08/28/2023		MW	IS	$3,069.00
AP CHK 00265824	T19332	MICHAEL D. DESANTIS JR	UTIL 11-22	OH	08/28/2023		MW	IS	$13.00
AP CHK 00265825	10010081	TAMANA K. DHALIWAL-GOODLOE	1351 1/2	OH	08/28/2023		MW	IS	$2,597.00
AP CHK 00265826	T20051	CAROLYN HARRIS	UTIL 11-22	OH	08/28/2023		MW	IS	$22.00
AP CHK 00265827	10008276	HTW MANAGEMENT	1420 S TEMPLE	OH	08/28/2023		MW	IS	$505.00
AP CHK 00265828	10001789	CLAUDE E JONES	719 E OAKS ST	OH	08/28/2023		MW	IS	$5,987.00
AP CHK 00265829	10009745	LACOUNTY HOUSING LP	119 JOHNSON	OH	08/28/2023		MW	IS	$1,468.00
AP CHK 00265830	10009523	JAMES JINHO LEE	412 PALMER	OH	08/28/2023		MW	IS	$1,519.00
AP CHK 00265831	10009239	PA26 LLC	1117 S	OH	08/28/2023		MW	IS	$2,653.00
AP CHK 00265832	10009883	ALEJANDRO SANCHEZ	342 W	OH	08/28/2023		MW	IS	$2,931.00
AP CHK 00265833	T18704	ANGIE TEZINO	UTIL 11-22	OH	08/28/2023		MW	IS	$38.00

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Check	Payee ID	Payee Name	First Reference	Subs	Check Date	Cancel Date	Type	Status	Check Amount
AP CHK 00265834	10009890	WHITFIELD MANOR II LP	12622 1/4	OH	08/28/2023		MW	IS	$1,373.00
AP CHK 00265835	T18368	AARON WILLIAMS	UTIL 11-22	OH	08/28/2023		MW	IS	$38.00
AP CHK 00265836	10007587	AT&T CORP	80026876005	OH	08/29/2023		MW	IS	$7,772.80
AP CHK 00265837	10007648	CONSOLIDATED DISPOSAL SERVICES LLC	MAY-JUNE	OH	08/29/2023		MW	IS	$779,448.90
AP CHK 00265838	10009330	ELEVATE PUBLIC AFFAIRS LLC	3285	OH	08/29/2023		MW	IS	$23,066.00
AP CHK 00265839	10007552	EVAN BROOKS ASSOCIATES INC	23005-8	OH	08/29/2023		MW	IS	$81,220.00
AP CHK 00265840	T15443	DARREN JURADO	TR RE ARSON	OH	08/29/2023		MW	IS	$1,235.44
AP CHK 00265841	00474565	LIEBERT CASSIDY WHITMORE	247199	OH	08/29/2023		MW	IS	$56,838.49
AP CHK 00265842	10009230	AMERICAN FENCE COMPANY INC	Q# 328775	OH	08/29/2023		MW	IS	$2,732.80
AP CHK 00265843	VOID.CONTI	Void - Continued Stub	CONTINUE	OH	08/29/2023		VM	VD	$0.00
AP CHK 00265844	10002636	AT&T	9391067576	OH	08/29/2023		MW	IS	$28,938.40
AP CHK 00265845	10009895	BANK OF THE WEST	BOW 05/04/23	OH	08/29/2023		MW	IS	$3,628.81
AP CHK 00265846	10010031	BRYAN SPRAGG	LIFE GUARD	OH	08/29/2023		MW	IS	$494.53
AP CHK 00265847	10009957	C3 OFFICE SOLUTIONS LLC	INV164856	OH	08/29/2023		MW	IS	$1,430.87
AP CHK 00265848	10009712	CEVAC FACILITIES SERVICES	INVOICE#	OH	08/29/2023		MW	IS	$19,400.00
AP CHK 00265849	10009806	CHARTER COMMUNICATIONS	84483005011147	OH	08/29/2023		MW	IS	$4,376.22
AP CHK 00265850	T20207	SHARICE DAVIS-DEANS	V# 094486	OH	08/29/2023		MW	IS	$250.00
AP CHK 00265851	10007481	EADIE AND PAYNE LLP	143971B	OH	08/29/2023		MW	IS	$10,870.00
AP CHK 00265852	10009330	ELEVATE PUBLIC AFFAIRS LLC	3327	OH	08/29/2023		MW	IS	$14,047.58
AP CHK 00265853	10003979	FERGUSON ENTERPRISES INC	0013677	OH	08/29/2023		MW	IS	$2,753.22
AP CHK 00265854	10008457	FRONTIER CALIFORNIA INC	20915026950618	OH	08/29/2023		MW	IS	$359.35
AP CHK 00265855	T12105	SAMUEL HARPER	EM RE SAFETY	OH	08/29/2023		MW	IS	$138.85
AP CHK 00265856	10009251	RODNEY KOGER	5014	OH	08/29/2023		MW	IS	$12,625.00
AP CHK 00265857	10008224	KONE INC	WHEELCHAIR	OH	08/29/2023		MW	IS	$2,425.00
AP CHK 00265858	10010087	LEAF CAPITAL FUNDING LLC	14996682	OH	08/29/2023		MW	IS	$12,663.06
AP CHK 00265859	T19816	CANDACE LEOS	V# 094469	OH	08/29/2023		MW	IS	$250.00
AP CHK 00265860	10008322	LUIS MOTA	HOTMA SEPT	OH	08/29/2023		MW	IS	$626.82
AP CHK 00265861	T20208	MARLENE ROBINSON	V# 094462	OH	08/29/2023		MW	IS	$250.00
AP CHK 00265862	10007103	VICTOR J SANCHEZ	V# 2292	OH	08/29/2023		MW	IS	$998.86
AP CHK 00265863	T19522	SIERRA ROOF INC	B23-000555	OH	08/29/2023		MW	IS	$2,000.00
AP CHK 00265864	10006951	UNITED HEALTHCARE INSURANCE CO	GRP DENT	OH	08/29/2023		MW	IS	$27,124.26
AP CHK 00265865	10007015	UNUM LIFE INSURANCE CO OF AMERICA	GRP LIFE SEPT	OH	08/29/2023		MW	IS	$6,562.05
AP CHK 00265866	00925156	VISION SERVICE PLAN	GRP VIS SEPT	OH	08/29/2023		MW	IS	$7,979.29
AP CHK 00265867	10009067	ANTHONY WARD	EM RE VEH ID	OH	08/29/2023		MW	IS	$91.95

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Check	Payee ID	Payee Name	First Reference	Subs	Check Date	Cancel Date	Type	Status	Check Amount
AP CHK 00265868	10004949	WATERLINE TECHNOLOGIES INC	5643255	OH	08/29/2023		MW	IS	$3,701.31

** S O R T T O T A L S **

Issued:	$1,359,433.00
Reversed:	$52,714.08
Cancelled:	$5,268,204.28
AP Group Total:	$6,680,351.36

EP EFT 00082839	10009986	DEBORAH R. JONES-EAZEL TRUSTEE	IP 220 W	OH	08/02/2023	08/02/2023	MW	CX	$1,000.00
EP EFT 00082840	00712030	PUBLIC EMPLOYEES RETIREMENT	10000001719584	OH	08/03/2023	08/03/2023	MW	CX	$371,337.04
EP EFT 00082841	00712050	PUBLIC EMPLOYEES RETIREMENT	10000001723440	OH	08/03/2023	08/03/2023	MW	CX	$741,390.90
EP EFT 00082842	00712030	PUBLIC EMPLOYEES RETIREMENT	10000001724504	OH	08/08/2023		MW	RV	$1,408,207.75
EP EFT 00082843	00712030	PUBLIC EMPLOYEES RETIREMENT	10000001725604	OH	08/15/2023		MW	RV	$187,760.81
EP EFT 00082844	00712030	PUBLIC EMPLOYEES RETIREMENT	10000001724504	OH	08/22/2023		MW	RV	$1,044,017.17
EP EFT 00082845	00712030	PUBLIC EMPLOYEES RETIREMENT	10000001724504	OH	08/22/2023	08/22/2023	MW	CX	$1,044,017.17
EP EFT 00082846	10007374	1510 N WILLOWBROOK LLC	1512	OH	08/28/2023	08/28/2023	MW	CX	$1,486.00
EP EFT 00082847	10009989	420 ACACIA LLC	420 N ACACIA	OH	08/28/2023	08/28/2023	MW	CX	$1,242.00
EP EFT 00082848	10009040	527-531 W ROSECRANS AVE LLC	527 W	OH	08/28/2023	08/28/2023	MW	CX	$5,448.00
EP EFT 00082849	10009071	708NTAMARIND LLC	710 N	OH	08/28/2023	08/28/2023	MW	CX	$2,780.00
EP EFT 00082850	10003354	ACCESS COMMUNITY HOUSING	2314 E 126TH	OH	08/28/2023	08/28/2023	MW	CX	$22,678.00
EP EFT 00082851	10009187	ANTHONY L ADAMS SR	322 W PALM #B	OH	08/28/2023	08/28/2023	MW	CX	$422.00
EP EFT 00082852	10008651	SADIE M ADDISON	15215WASHIN	OH	08/28/2023	08/28/2023	MW	CX	$580.00
EP EFT 00082853	10006497	PAVAN AGARWAL	1033 E POPPY	OH	08/28/2023	08/28/2023	MW	CX	$1,126.00
EP EFT 00082854	10010018	KOLAWOLE S. AKINGBADE	1803 W 133RD	OH	08/28/2023	08/28/2023	MW	CX	$1,376.00
EP EFT 00082855	10009441	BEATRYCE AND ALEXANDER	2619 W	OH	08/28/2023	08/28/2023	MW	CX	$856.00
EP EFT 00082856	00025490	H DAVID & HAIDEH VIJEH ALEXANDER	438 MAGNOLIA	OH	08/28/2023	08/28/2023	MW	CX	$3,062.00
EP EFT 00082857	10009493	SANDRA ALFARO	426 W	OH	08/28/2023	08/28/2023	MW	CX	$1,528.00
EP EFT 00082858	10005737	MICAH ALI	628 MAGNOLIA	OH	08/28/2023	08/28/2023	MW	CX	$3,311.00
EP EFT 00082859	10009415	EARL B ALLEN	1932 E KILLEN	OH	08/28/2023	08/28/2023	MW	CX	$885.00
EP EFT 00082860	10008884	ANGEL ALVAREZ	1504QUEENSD	OH	08/28/2023	08/28/2023	MW	CX	$2,645.00
EP EFT 00082861	10010048	AMAEE INVESTMENT LLC	368 W	OH	08/28/2023	08/28/2023	MW	CX	$1,858.00
EP EFT 00082862	10000133	JUANITA ANDERSON	334 ALMOND	OH	08/28/2023	08/28/2023	MW	CX	$5,162.00
EP EFT 00082863	10004804	EFREN AND MARIA LUZ ANDRADE	449 W CHERRY	OH	08/28/2023	08/28/2023	MW	CX	$1,600.00

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Check	Payee ID	Payee Name	First Reference	Subs	Check Date	Cancel Date	Type	Status	Check Amount
EP EFT 00082864	00054455	MICHAEL C ANDRY	1114 S TEMPLE	OH	08/28/2023	08/28/2023	MW	CX	$1,077.00
EP EFT 00082865	10003990	IMELDA KARINA ANGUIANO	705	OH	08/28/2023	08/28/2023	MW	CX	$1,479.00
EP EFT 00082866	00060715	EL MICHAEL ARMSTRONG	940	OH	08/28/2023	08/28/2023	MW	CX	$6,058.00
EP EFT 00082867	10007274	EULA ARMSTRONG	1020 S DWIGHT	OH	08/28/2023	08/28/2023	MW	CX	$1,472.00
EP EFT 00082868	10003983	GEORGE ARMSTRONG	2533 COMPTON	OH	08/28/2023	08/28/2023	MW	CX	$1,091.00
EP EFT 00082869	10007988	ARNETA R OR BEVERLY FINNEY	2221 W 153RD	OH	08/28/2023	08/28/2023	MW	CX	$1,610.00
EP EFT 00082870	10008383	BLANCA ARRIOLA	1314	OH	08/28/2023	08/28/2023	MW	CX	$1,742.00
EP EFT 00082871	10009210	AUTUMN WIND LLC	713 S BULLIS	OH	08/28/2023	08/28/2023	MW	CX	$3,620.00
EP EFT 00082872	10009552	LAJOY BABER	604 PANNES	OH	08/28/2023	08/28/2023	MW	CX	$1,671.00
EP EFT 00082873	10004276	SAUTI L BARAKA	2318	OH	08/28/2023	08/28/2023	MW	CX	$677.00
EP EFT 00082874	00082580	GLENN BAYLESS	1408 SPRING	OH	08/28/2023	08/28/2023	MW	CX	$1,429.00
EP EFT 00082875	10009155	BCAH ENTERPRISES LLC	704 SLOAN	OH	08/28/2023	08/28/2023	MW	CX	$2,029.00
EP EFT 00082876	10007392	CAROL A BEAL	1009 E TUCKER	OH	08/28/2023	08/28/2023	MW	CX	$1,603.00
EP EFT 00082877	10003589	KENNETH R BENSON SR	526 W	OH	08/28/2023	08/28/2023	MW	CX	$1,655.00
EP EFT 00082878	10004089	MELANIE BERRY	1522	OH	08/28/2023	08/28/2023	MW	CX	$5,946.00
EP EFT 00082879	10005617	ANTHONY BERRY-SMITH	609 PALM	OH	08/28/2023	08/28/2023	MW	CX	$1,447.00
EP EFT 00082880	10006025	WILLIE G BOLDEN	208 N SANTA	OH	08/28/2023	08/28/2023	MW	CX	$2,826.00
EP EFT 00082881	00103900	LILLIE BOSWELL	1828 E	OH	08/28/2023	08/28/2023	MW	CX	$2,333.00
EP EFT 00082882	10008679	GONZELLA BRAME	630 S	OH	08/28/2023	08/28/2023	MW	CX	$1,386.00
EP EFT 00082883	10002094	ALFRED & LINDA BROOKS	336 ALMOND	OH	08/28/2023	08/28/2023	MW	CX	$4,370.00
EP EFT 00082884	10004282	CAROLYN D BROWN	805	OH	08/28/2023	08/28/2023	MW	CX	$2,164.00
EP EFT 00082885	10005101	LARENCE BROWN	1037 S	OH	08/28/2023	08/28/2023	MW	CX	$1,201.00
EP EFT 00082886	10008983	SHIRLEY ANN BROWN	1468 W 151ST	OH	08/28/2023	08/28/2023	MW	CX	$1,386.00
EP EFT 00082887	10009551	BRUMFIELD FAMILY TRUST	1710 N	OH	08/28/2023	08/28/2023	MW	CX	$2,653.00
EP EFT 00082888	10009775	BRYON LEWIS ESTATE	1502 W 138TH	OH	08/28/2023	08/28/2023	MW	CX	$3,328.00
EP EFT 00082889	10004458	DOROTHY BURNETT	914 W 131ST	OH	08/28/2023	08/28/2023	MW	CX	$2,575.00
EP EFT 00082890	00113735	WALLACE ANDERSON BURNEY III	506 WLMGTON	OH	08/28/2023	08/28/2023	MW	CX	$1,333.00
EP EFT 00082891	10002994	GEORGE CALCOTE	1405 EXMOOR	OH	08/28/2023	08/28/2023	MW	CX	$829.00
EP EFT 00082892	00143625	JOHN A & TOMMIE J CALLEGARI	702 CYPRES	OH	08/28/2023	08/28/2023	MW	CX	$1,495.00
EP EFT 00082893	10009723	CARMEN A HERRERA AND	1115 E	OH	08/28/2023	08/28/2023	MW	CX	$1,427.00
EP EFT 00082894	10009416	MANUEL CASTANEDA JR	1470 W 153RD	OH	08/28/2023	08/28/2023	MW	CX	$1,376.00
EP EFT 00082895	10009665	CESAR CENDEJAS	619 E 154TH #1	OH	08/28/2023	08/28/2023	MW	CX	$1,811.00
EP EFT 00082896	10007613	TONY XIA CHEN	152 RACQUET	OH	08/28/2023	08/28/2023	MW	CX	$893.00
EP EFT 00082897	10010030	CHICAMA CAPITAL PARTNERS LLC	504 N SLOAN	OH	08/28/2023	08/28/2023	MW	CX	$3,380.00

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Check	Payee ID	Payee Name	First Reference	Subs	Check Date	Cancel Date	Type	Status	Check Amount
EP EFT 00082898	10008078	DONELDA LAKE CHRISPELL	424 MAGNOLIA	OH	08/28/2023	08/28/2023	MW	CX	$1,098.00
EP EFT 00082899	00405034	CITY OF INGLEWOOD	3205 W 84TH PL	OH	08/28/2023	08/28/2023	MW	CX	$1,422.33
EP EFT 00082900	10009878	MATTHEW L. COLEMAN	141 E COCOA	OH	08/28/2023	08/28/2023	MW	CX	$1,522.00
EP EFT 00082901	10008316	SADIE COLEMAN	4225	OH	08/28/2023	08/28/2023	MW	CX	$218.00
EP EFT 00082902	10007120	COMPTON SENIOR APARTMENTS LP	302	OH	08/28/2023	08/28/2023	MW	CX	$6,497.00
EP EFT 00082903	10004544	ROBERTO OR MARIA CORNEJO	920 1/2	OH	08/28/2023	08/28/2023	MW	CX	$1,800.00
EP EFT 00082904	10004082	JOHN B CRAWFORD	1359	OH	08/28/2023	08/28/2023	MW	CX	$3,485.00
EP EFT 00082905	10007127	BRENDA CUMMINGS	919 W 127TH	OH	08/28/2023	08/28/2023	MW	CX	$891.00
EP EFT 00082906	00232497	CURRY TEMPLE SR APT LTD	1001HICKORY#	OH	08/28/2023	08/28/2023	MW	CX	$1,101.00
EP EFT 00082907	10005682	DELORIS CURTIS	1611 W	OH	08/28/2023	08/28/2023	MW	CX	$838.00
EP EFT 00082908	10006461	KEVIN DANG	1001	OH	08/28/2023	08/28/2023	MW	CX	$1,499.00
EP EFT 00082909	00241595	GARY L. DANIELS	215 S	OH	08/28/2023	08/28/2023	MW	CX	$660.00
EP EFT 00082910	10008804	FESIA A DAVENPORT	434 W LAUREL	OH	08/28/2023	08/28/2023	MW	CX	$1,304.00
EP EFT 00082911	10004426	CATHERINE DAVIS	415 S LOCUST	OH	08/28/2023	08/28/2023	MW	CX	$487.00
EP EFT 00082912	10007313	DAWN PATROL LLC	412 N MAYO #1	OH	08/28/2023	08/28/2023	MW	CX	$1,378.00
EP EFT 00082913	10008010	JOSE C DE CASAS	222 N MAYO #C	OH	08/28/2023	08/28/2023	MW	CX	$1,472.00
EP EFT 00082914	00247536	MOISES DE LA TORRE	1310	OH	08/28/2023	08/28/2023	MW	CX	$77.00
EP EFT 00082915	10009986	DEBORAH R. JONES-EAZEL TRUSTEE	220 W COCOA	OH	08/28/2023	08/28/2023	MW	CX	$1,764.00
EP EFT 00082916	10009827	DENIA L FERGUSON FAMILY TRUST	317 W PALM #5	OH	08/28/2023	08/28/2023	MW	CX	$2,906.00
EP EFT 00082917	10007256	DESIDERIO LLC	601	OH	08/28/2023	08/28/2023	MW	CX	$1,117.00
EP EFT 00082918	10009653	IRMA L DIAZ	803 E OAKS #A	OH	08/28/2023	08/28/2023	MW	CX	$2,849.00
EP EFT 00082919	10007146	LAWRENCE DIGGS	1214 W 138TH	OH	08/28/2023	08/28/2023	MW	CX	$1,091.00
EP EFT 00082920	10009319	BERDIE DILLON	1016 E OAKS	OH	08/28/2023	08/28/2023	MW	CX	$1,567.00
EP EFT 00082921	10008927	DOROTHA CALLOWAY RVOC LIVING	115 W INDIGO	OH	08/28/2023	08/28/2023	MW	CX	$1,424.00
EP EFT 00082922	10009570	VERA R DOUGLAS	543 SCHOOL ST	OH	08/28/2023	08/28/2023	MW	CX	$2,688.00
EP EFT 00082923	10009696	DREAM PROPERTY MANAGEMENT LLC	104 E MYRRH	OH	08/28/2023	08/28/2023	MW	CX	$1,421.00
EP EFT 00082924	10009606	DTAR PROPERTIES LLC	109 E COCOA	OH	08/28/2023	08/28/2023	MW	CX	$1,681.00
EP EFT 00082925	10007810	ROY E DUMAS	526 W PALM	OH	08/28/2023	08/28/2023	MW	CX	$3,134.00
EP EFT 00082926	10009828	E & E FAMILY PROPERTIES LLC	318 W	OH	08/28/2023	08/28/2023	MW	CX	$3,816.00
EP EFT 00082927	10008678	ALICE J EDWARDS	220 OLEANDER	OH	08/28/2023	08/28/2023	MW	CX	$1,351.00
EP EFT 00082928	10010033	ELIEZER ENGEL & THE DORN	801 N	OH	08/28/2023	08/28/2023	MW	CX	$1,385.00
EP EFT 00082929	00291326	LILLIE ENGLISH	1113 VAN NESS	OH	08/28/2023	08/28/2023	MW	CX	$269.00
EP EFT 00082930	10007204	ERICK R. ETHERIDGE	325MAGNL#327	OH	08/28/2023	08/28/2023	MW	CX	$5,326.00
EP EFT 00082931	10009661	EVA GROVER	118 BENNETT	OH	08/28/2023	08/28/2023	MW	CX	$3,458.00

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Check	Payee ID	Payee Name	First Reference	Subs	Check Date	Cancel Date	Type	Status	Check Amount
EP EFT 00082932	10009569	CORLISS EVANS	217 TICHENOR	OH	08/28/2023	08/28/2023	MW	CX	$2,034.00
EP EFT 00082933	10007973	FAITHFUL CHURCH OF GOD IN CHRIST	1008 N	OH	08/28/2023	08/28/2023	MW	CX	$868.00
EP EFT 00082934	10009983	FAITHFUL RED LLC	323 W	OH	08/28/2023	08/28/2023	MW	CX	$5,106.00
EP EFT 00082935	10000123	WESLEY J FARRELL	1530 S	OH	08/28/2023	08/28/2023	MW	CX	$430.00
EP EFT 00082936	10007663	RUBEN FLOOD JR	12210 S WLBRK	OH	08/28/2023	08/28/2023	MW	CX	$1,045.00
EP EFT 00082937	10009826	JULIE S FRENCH	2206 W 134TH	OH	08/28/2023	08/28/2023	MW	CX	$1,525.00
EP EFT 00082938	10009385	ELIAS VELAZQUEZ GARCIA	1009 S WILBRK	OH	08/28/2023	08/28/2023	MW	CX	$2,091.00
EP EFT 00082939	10009936	UTA GARRETT	1517 BURRIS	OH	08/28/2023	08/28/2023	MW	CX	$1,304.00
EP EFT 00082940	10007202	VICTOR GARRETT	973 W 152ND	OH	08/28/2023	08/28/2023	MW	CX	$1,685.00
EP EFT 00082941	10009889	GHE RENTALS LLC	1408	OH	08/28/2023	08/28/2023	MW	CX	$3,323.00
EP EFT 00082942	10004309	MINNIE GIBSON FAMILY TRUST	1108	OH	08/28/2023	08/28/2023	MW	CX	$1,166.00
EP EFT 00082943	00336678	RAUL GODINEZ	2111 E 122ND	OH	08/28/2023	08/28/2023	MW	CX	$1,037.00
EP EFT 00082944	10008874	ALBELARDO GONZALEZ	1030 W REEVE	OH	08/28/2023	08/28/2023	MW	CX	$2,868.00
EP EFT 00082945	10009603	TAMESHIA GOODIN	2512 COMPTON	OH	08/28/2023	08/28/2023	MW	CX	$3,495.00
EP EFT 00082946	10001010	LOIS CARROLL GOODLOE	116 S	OH	08/28/2023	08/28/2023	MW	CX	$872.00
EP EFT 00082947	10008984	CRAIG D GORDON	2537 E 124TH	OH	08/28/2023	08/28/2023	MW	CX	$1,616.00
EP EFT 00082948	10004386	CHARLESTON J GRANTHAM	1927 W 138TH	OH	08/28/2023	08/28/2023	MW	CX	$975.00
EP EFT 00082949	10006194	RODNEY K GRAY	419 W	OH	08/28/2023	08/28/2023	MW	CX	$1,171.00
EP EFT 00082950	10008011	GREEN4 LLC	201 S WILLOW	OH	08/28/2023	08/28/2023	MW	CX	$4,282.00
EP EFT 00082951	10007772	DE ANDRE D GREENE	159 S	OH	08/28/2023	08/28/2023	MW	CX	$1,194.00
EP EFT 00082952	10008725	CHARMAINE Y GUMMS	1421 S TEMPLE	OH	08/28/2023	08/28/2023	MW	CX	$1,440.00
EP EFT 00082953	10001691	DONALD RAY HALL	2302 W	OH	08/28/2023	08/28/2023	MW	CX	$2,795.00
EP EFT 00082954	10005149	JONATHAN HAMMOND SR	1210 N ROSE	OH	08/28/2023	08/28/2023	MW	CX	$788.00
EP EFT 00082955	00367740	DAVID HANCOCK	1115 E PECK #A	OH	08/28/2023	08/28/2023	MW	CX	$5,991.00
EP EFT 00082956	10003818	FRANK HARRIS JR	1421 S	OH	08/28/2023	08/28/2023	MW	CX	$1,682.00
EP EFT 00082957	00369380	IVRY HARRIS	804 S MAYO	OH	08/28/2023	08/28/2023	MW	CX	$1,658.00
EP EFT 00082958	10005855	LOUIS D HARRIS	1031 W	OH	08/28/2023	08/28/2023	MW	CX	$6,856.00
EP EFT 00082959	10009821	HATTIE E MCDANIEL LIVING TRUST	1315	OH	08/28/2023	08/28/2023	MW	CX	$752.00
EP EFT 00082960	00370213	PHYLLIS HAYES	614 E ELM	OH	08/28/2023	08/28/2023	MW	CX	$1,377.00
EP EFT 00082961	10009521	HEALTHCARE CAREER	206 N SPRING	OH	08/28/2023	08/28/2023	MW	CX	$4,364.00
EP EFT 00082962	00372675	LONEAR W HEARD-DAVIS	103 E CYPRESS	OH	08/28/2023	08/28/2023	MW	CX	$3,036.00
EP EFT 00082963	10009141	ALBERT L HEARVEY	223 S ACACIA	OH	08/28/2023	08/28/2023	MW	CX	$1,574.00
EP EFT 00082964	10005757	RAFAEL HEREDIA	424 PALM ST#A	OH	08/28/2023	08/28/2023	MW	CX	$6,607.00
EP EFT 00082965	10009938	KATHERYN HERRERA	123 E	OH	08/28/2023	08/28/2023	MW	CX	$1,435.00

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Check	Payee ID	Payee Name	First Reference	Subs	Check Date	Cancel Date	Type	Status	Check Amount
EP EFT 00082966	10009354	LOTTIE H HILLIARD	913 CULVER #2	OH	08/28/2023	08/28/2023	MW	CX	$3,200.00
EP EFT 00082967	10002849	WAIL HINDI	211 JOHNSON	OH	08/28/2023	08/28/2023	MW	CX	$4,620.00
EP EFT 00082968	10009005	NICHOLAS S HOGAN	413	OH	08/28/2023	08/28/2023	MW	CX	$1,296.00
EP EFT 00082969	10004812	KEVIN OR SHEREDA HOLMES	1916	OH	08/28/2023	08/28/2023	MW	CX	$2,581.00
EP EFT 00082970	10003936	LEON C HOLMES	912 S NESTOR	OH	08/28/2023	08/28/2023	MW	CX	$1,036.00
EP EFT 00082971	00390050	JESSIE LEE HOWARD	331 W	OH	08/28/2023	08/28/2023	MW	CX	$844.00
EP EFT 00082972	10004362	JOAN HUGHES	604 CHESTER	OH	08/28/2023	08/28/2023	MW	CX	$1,769.00
EP EFT 00082973	10002177	KENNETH OR CHERYL HUNTER	1115	OH	08/28/2023	08/28/2023	MW	CX	$1,719.00
EP EFT 00082974	10009012	RICARDO IBARRA	417 E PALMER	OH	08/28/2023	08/28/2023	MW	CX	$1,341.00
EP EFT 00082975	10009492	MICHAEL IRVING	1511 SANTA FE	OH	08/28/2023	08/28/2023	MW	CX	$2,228.00
EP EFT 00082976	10009383	SHAWN E IVIE	4011	OH	08/28/2023	08/28/2023	MW	CX	$292.00
EP EFT 00082977	10002611	KIPLING JACKSON OR PAMELA WILLIAMS	2512 KNOPF	OH	08/28/2023	08/28/2023	MW	CX	$1,642.00
EP EFT 00082978	00418940	CHARLES L & SANDRA E A JACKSON	974 W 152ND	OH	08/28/2023	08/28/2023	MW	CX	$2,904.00
EP EFT 00082979	10009520	SHANNON JACKSON	2309 W	OH	08/28/2023	08/28/2023	MW	CX	$1,576.00
EP EFT 00082980	00419085	THERON JACKSON	1410 W 131ST	OH	08/28/2023	08/28/2023	MW	CX	$1,736.00
EP EFT 00082981	10010037	JACQUELINE A. CELESTINE	1725 N	OH	08/28/2023	08/28/2023	MW	CX	$1,747.00
EP EFT 00082982	10009506	JACQUELINE HIGGINS	1485 W 155TH	OH	08/28/2023	08/28/2023	MW	CX	$1,373.00
EP EFT 00082983	00419300	ANTHONY F JAMES	126 TICHENOR	OH	08/28/2023	08/28/2023	MW	CX	$1,547.00
EP EFT 00082984	10003304	MESHA JAMES	2519 W	OH	08/28/2023	08/28/2023	MW	CX	$1,676.00
EP EFT 00082985	10009988	PATRICIA JEFFERSON	816 SANTA FE	OH	08/28/2023	08/28/2023	MW	CX	$2,188.00
EP EFT 00082986	10009393	JEFFERY HARRIS TRUST	1919 E 122ND	OH	08/28/2023	08/28/2023	MW	CX	$846.00
EP EFT 00082987	10002095	BILLIE L JOHNSON	1304	OH	08/28/2023	08/28/2023	MW	CX	$10,408.00
EP EFT 00082988	10002235	JAMES OR EULA JOHNSON	129	OH	08/28/2023	08/28/2023	MW	CX	$1,540.00
EP EFT 00082989	10004361	DIANE E JOHNSON-WALKER	832 W 137TH ST	OH	08/28/2023	08/28/2023	MW	CX	$1,602.00
EP EFT 00082990	10009452	CHRISTOPHER M JONES	453 W	OH	08/28/2023	08/28/2023	MW	CX	$1,020.00
EP EFT 00082991	10009607	DARRYL JONES	712 S ACACIA	OH	08/28/2023	08/28/2023	MW	CX	$2,494.00
EP EFT 00082992	00436671	DAVID JONES	1420 S BURRIS	OH	08/28/2023	08/28/2023	MW	CX	$1,088.00
EP EFT 00082993	10009609	DERON JONES	114 S HARRIS	OH	08/28/2023	08/28/2023	MW	CX	$996.00
EP EFT 00082994	10008620	HENRY JONES	2017 DERN	OH	08/28/2023	08/28/2023	MW	CX	$422.00
EP EFT 00082995	00436764	JAMES OTIS JONES	309 S CENTRAL	OH	08/28/2023	08/28/2023	MW	CX	$1,272.00
EP EFT 00082996	10008951	MONA JONES	925	OH	08/28/2023	08/28/2023	MW	CX	$649.00
EP EFT 00082997	10009507	KALIEV CLINTON AND EBONY CLINTON	1511 S	OH	08/28/2023	08/28/2023	MW	CX	$1,533.00
EP EFT 00082998	10009519	KAY STREET INVESTMENTS LLC	1613 E KAY ST	OH	08/28/2023	08/28/2023	MW	CX	$1,535.00
EP EFT 00082999	10002783	ALLEN J KENNETT	220 BENNETT	OH	08/28/2023	08/28/2023	MW	CX	$4,046.00

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Check	Payee ID	Payee Name	First Reference	Subs	Check Date	Cancel Date	Type	Status	Check Amount
EP EFT 00083000	00453865	BARBARA KEYES	215	OH	08/28/2023	08/28/2023	MW	CX	$1,141.00
EP EFT 00083001	10005479	DAWIT KIDANE	502 W	OH	08/28/2023	08/28/2023	MW	CX	$3,891.00
EP EFT 00083002	10008318	KIM HOA INVESTMENTS LLC	116 E	OH	08/28/2023	08/28/2023	MW	CX	$8,159.00
EP EFT 00083003	10009028	MICHAEL KING	202 N SPRING	OH	08/28/2023	08/28/2023	MW	CX	$1,105.00
EP EFT 00083004	10009897	KIP C. CYPRUS	123 W	OH	08/28/2023	08/28/2023	MW	CX	$4,786.00
EP EFT 00083005	10009855	KNM PROPERTY MANAGEMENT INC	908 W SCHOOL	OH	08/28/2023	08/28/2023	MW	CX	$1,530.00
EP EFT 00083006	10009597	MAI NGOC LAM	2268 E LUCIEN	OH	08/28/2023	08/28/2023	MW	CX	$1,296.00
EP EFT 00083007	10007410	TRACEY M LAWRENCE	12014	OH	08/28/2023	08/28/2023	MW	CX	$1,546.00
EP EFT 00083008	10002747	GERALD LEE	1003 E PECK #D	OH	08/28/2023	08/28/2023	MW	CX	$815.00
EP EFT 00083009	10004945	HELEN LEE	428 MAGNOLIA	OH	08/28/2023	08/28/2023	MW	CX	$1,594.00
EP EFT 00083010	10007470	GREGORY LEVY	506 S	OH	08/28/2023	08/28/2023	MW	CX	$1,650.00
EP EFT 00083011	10008597	FUMEI LIU	903 ACACIA	OH	08/28/2023	08/28/2023	MW	CX	$4,827.00
EP EFT 00083012	00475640	HESTER B LIVELY	2105 N	OH	08/28/2023	08/28/2023	MW	CX	$813.00
EP EFT 00083013	10006149	HECTOR R LOPEZ	710 VAN NESS	OH	08/28/2023	08/28/2023	MW	CX	$742.00
EP EFT 00083014	10009095	JOSUE LOPEZ	122 N SANTA	OH	08/28/2023	08/28/2023	MW	CX	$1,454.00
EP EFT 00083015	10009240	LOS ANGELES COUNTY DEVELOPMENT	2920 EL	OH	08/28/2023	08/28/2023	MW	CX	$2,404.40
EP EFT 00083016	00510837	GREGORY LOWE	215 W	OH	08/28/2023	08/28/2023	MW	CX	$1,399.00
EP EFT 00083017	00510826	ALMA LURRY	1131 E 144TH	OH	08/28/2023	08/28/2023	MW	CX	$775.00
EP EFT 00083018	10006520	DANIELLE C LYLES	1310 S	OH	08/28/2023	08/28/2023	MW	CX	$612.00
EP EFT 00083019	10005603	ASHOK OR MANJU MADAN	2128 W	OH	08/28/2023	08/28/2023	MW	CX	$1,530.00
EP EFT 00083020	10007028	EARTHA MADISON JR	1931 W 132ND	OH	08/28/2023	08/28/2023	MW	CX	$1,619.00
EP EFT 00083021	00519610	ARIL MANNING	419 S	OH	08/28/2023	08/28/2023	MW	CX	$1,123.00
EP EFT 00083022	00519612	CARDELL MANNING	1815 SANTA FE	OH	08/28/2023	08/28/2023	MW	CX	$1,252.00
EP EFT 00083023	10004991	MARTIN TEMPLE AME ZION CHURCH	607SANTAFEA	OH	08/28/2023	08/28/2023	MW	CX	$3,450.00
EP EFT 00083024	10003674	GIOVANNI MARTINEZ	218 1/2 N	OH	08/28/2023	08/28/2023	MW	CX	$4,542.00
EP EFT 00083025	10008823	RUBY L MATTHEWS	317 E ELM	OH	08/28/2023	08/28/2023	MW	CX	$849.00
EP EFT 00083026	10004590	ARTHUR OR VALENCIA MAYFIELD	117 W	OH	08/28/2023	08/28/2023	MW	CX	$325.00
EP EFT 00083027	00539158	EVERLEANE B MAYFIELD	806 N CULVER	OH	08/28/2023	08/28/2023	MW	CX	$758.00
EP EFT 00083028	00549184	GLORIA J HUFF MC QUEEN	799 E PINE	OH	08/28/2023	08/28/2023	MW	CX	$1,682.00
EP EFT 00083029	10008763	AAKASH MEHTA	800 N	OH	08/28/2023	08/28/2023	MW	CX	$3,439.00
EP EFT 00083030	10006256	CARLOS MENDEZ	400 N ACACIA	OH	08/28/2023	08/28/2023	MW	CX	$1,296.00
EP EFT 00083031	00550662	IGNACIO IBARRA MENDEZ	119 CYPRESS	OH	08/28/2023	08/28/2023	MW	CX	$1,715.00
EP EFT 00083032	00550657	JUAN B MENDEZ	839 W MAPLE	OH	08/28/2023	08/28/2023	MW	CX	$6,548.00
EP EFT 00083033	10009784	KIMBERLY MERINO	119 TICHENOR	OH	08/28/2023	08/28/2023	MW	CX	$839.00

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Check		Payee ID	Payee Name	First Reference	Subs	Check Date	Cancel Date	Type	Status	Check Amount
EP EFT	00083034	00557598	EULOS & BEVERLY MILLER	1212 E PALMER	OH	08/28/2023	08/28/2023	MW	CX	$4,435.00
EP EFT	00083035	10007393	APRIL D MITCHELL	2208 LOCUST	OH	08/28/2023	08/28/2023	MW	CX	$1,818.00
EP EFT	00083036	10007909	KINGSLEY M MMEJE	805 SANTA FE	OH	08/28/2023	08/28/2023	MW	CX	$2,472.00
EP EFT	00083037	10005960	LETICIA MONTOYA	937 W 133RD	OH	08/28/2023	08/28/2023	MW	CX	$1,853.00
EP EFT	00083038	10008455	FELICIA MOODY	727 PAULSON	OH	08/28/2023	08/28/2023	MW	CX	$1,125.00
EP EFT	00083039	10009135	BILLIE JO MOORE	14701	OH	08/28/2023	08/28/2023	MW	CX	$746.00
EP EFT	00083040	10004870	KAREN MORALES OR ANDREW MORALES	209 POINSETTA	OH	08/28/2023	08/28/2023	MW	CX	$2,553.00
EP EFT	00083041	00580940	MARJIE P MOSLEY	529 W	OH	08/28/2023	08/28/2023	MW	CX	$912.00
EP EFT	00083042	00580945	ROY LEE MOSLEY	1816 E KAY ST	OH	08/28/2023	08/28/2023	MW	CX	$546.00
EP EFT	00083043	10003588	JOE MOTEN JR	406 N ACACIA	OH	08/28/2023	08/28/2023	MW	CX	$668.00
EP EFT	00083044	10009824	NADIA MUNDY-WALKER	609	OH	08/28/2023	08/28/2023	MW	CX	$1,251.00
EP EFT	00083045	10007465	OSCAR A MUNOZ	1021	OH	08/28/2023	08/28/2023	MW	CX	$777.00
EP EFT	00083046	00685042	OXFORD MURRAY	412 N WILLOW	OH	08/28/2023	08/28/2023	MW	CX	$1,330.00
EP EFT	00083047	10002505	CRISANTO NEVAREZ	421WLLWBRK#	OH	08/28/2023	08/28/2023	MW	CX	$1,658.00
EP EFT	00083048	10007445	NGAN FAMILY TRUST	314 W	OH	08/28/2023	08/28/2023	MW	CX	$2,405.00
EP EFT	00083049	10009757	HAP THI NGUYEN	1028 GRANDEE	OH	08/28/2023	08/28/2023	MW	CX	$4,246.00
EP EFT	00083050	10005888	JAMES OGBURN	516 W CEDAR	OH	08/28/2023	08/28/2023	MW	CX	$680.00
EP EFT	00083051	10002863	KATHY OH & TIMOTHY DEBAETS	502 W	OH	08/28/2023	08/28/2023	MW	CX	$5,878.00
EP EFT	00083052	10008173	JULIE ANN OH	909 S	OH	08/28/2023	08/28/2023	MW	CX	$1,384.00
EP EFT	00083053	10005858	RUTH C OLMSTED	707 N ROSE	OH	08/28/2023	08/28/2023	MW	CX	$768.00
EP EFT	00083054	10009189	OMG MARKETING VENTURES INC	200 CYPRESS	OH	08/28/2023	08/28/2023	MW	CX	$2,444.00
EP EFT	00083055	00650905	ORANGE COUNTY HOUSING AUTHORITY	9372 VALLEY	OH	08/28/2023	08/28/2023	MW	CX	$5,015.28
EP EFT	00083056	10004725	CHIERE J. OR HAROLD L. OWENS	2321 E MYRRH	OH	08/28/2023	08/28/2023	MW	CX	$1,800.00
EP EFT	00083057	10009816	JOSE FELIZ PADILLA	457 W	OH	08/28/2023	08/28/2023	MW	CX	$1,991.00
EP EFT	00083058	10003427	ESTATE OF OLLIE LEE PALMER	1926 W 137TH	OH	08/28/2023	08/28/2023	MW	CX	$764.00
EP EFT	00083059	10009544	TAMARA MELTON PARKS	623 KEENE	OH	08/28/2023	08/28/2023	MW	CX	$2,231.00
EP EFT	00083060	10007447	MARIO C PERES	441WILMINGT	OH	08/28/2023	08/28/2023	MW	CX	$312.00
EP EFT	00083061	10009742	OCTAVIANA PEREZ	4810 COMPTON	OH	08/28/2023	08/28/2023	MW	CX	$553.00
EP EFT	00083062	10009052	PI PROPERTIES NO 34 LLC	2234 EL SEGUN	OH	08/28/2023	08/28/2023	MW	CX	$2,335.00
EP EFT	00083063	10009106	PI PROPERTIES NO 86 LLC	119 E	OH	08/28/2023	08/28/2023	MW	CX	$1,342.00
EP EFT	00083064	10009476	CLARISSA PINTO RIBEIRO	122 E INDIGO	OH	08/28/2023	08/28/2023	MW	CX	$1,882.00
EP EFT	00083065	10003687	MINTHORNE POLE	1010 W 129TH	OH	08/28/2023	08/28/2023	MW	CX	$156.00
EP EFT	00083066	10009882	VELMA POPLAR	740 W 130TH ST	OH	08/28/2023	08/28/2023	MW	CX	$4,139.00
EP EFT	00083067	10009794	VALERIE E. PORTER	2703 W	OH	08/28/2023	08/28/2023	MW	CX	$1,414.00

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Check	Payee ID	Payee Name	First Reference	Subs	Check Date	Cancel Date	Type	Status	Check Amount
EP EFT 00083068	10007602	ANDREA Y OR PAMELA EDWARDS	126 N BURRIS	OH	08/28/2023	08/28/2023	MW	CX	$836.00
EP EFT 00083069	10003215	RENAE L POWELL	533 ALMOND	OH	08/28/2023	08/28/2023	MW	CX	$916.00
EP EFT 00083070	10009848	PRADO REAL ESTATE	629 PALMER	OH	08/28/2023	08/28/2023	MW	CX	$1,302.00
EP EFT 00083071	10008985	DIANE PRINCE	122 1/2 REEVE	OH	08/28/2023	08/28/2023	MW	CX	$1,168.00
EP EFT 00083072	00714515	LAWRENCE M RAMSEY	208 SANTA FE	OH	08/28/2023	08/28/2023	MW	CX	$5,070.00
EP EFT 00083073	10007409	MONA RANDLE	2715 W 132ND	OH	08/28/2023	08/28/2023	MW	CX	$1,220.00
EP EFT 00083074	10009641	REAL CHOICE MGMT INC	413 LAUREL #6	OH	08/28/2023	08/28/2023	MW	CX	$9,310.00
EP EFT 00083075	10009536	REBECCA OPONG	1036 GRANDEE	OH	08/28/2023	08/28/2023	MW	CX	$1,709.00
EP EFT 00083076	10006011	GARY A REECE	922	OH	08/28/2023	08/28/2023	MW	CX	$3,702.00
EP EFT 00083077	10009619	RENNAL BARNES	616 ROSE AVE	OH	08/28/2023	08/28/2023	MW	CX	$1,486.00
EP EFT 00083078	10007678	DANIELA REYES	2536 EL	OH	08/28/2023	08/28/2023	MW	CX	$2,600.00
EP EFT 00083079	10008873	ANDREW REYNOLDS	2028	OH	08/28/2023	08/28/2023	MW	CX	$1,861.00
EP EFT 00083080	10003430	MIKE RIOS	938 W SCHOOL	OH	08/28/2023	08/28/2023	MW	CX	$618.00
EP EFT 00083081	10008989	RENEE RIOS	128	OH	08/28/2023	08/28/2023	MW	CX	$6,597.00
EP EFT 00083082	10007290	GILBERTO RIVERA	707 BARCLAY	OH	08/28/2023	08/28/2023	MW	CX	$1,365.00
EP EFT 00083083	10009632	RJS FINANCIAL INC	329 MAGNOLIA	OH	08/28/2023	08/28/2023	MW	CX	$4,715.00
EP EFT 00083084	10007154	VENUS J M ROBERTS	2408 1/2 E	OH	08/28/2023	08/28/2023	MW	CX	$1,033.00
EP EFT 00083085	10008347	IRENE OR MARVIN K ROBINSON	1416	OH	08/28/2023	08/28/2023	MW	CX	$2,094.00
EP EFT 00083086	10002268	MICHELLE A GLASPIE ROBINSON	2707BILLINGS	OH	08/28/2023	08/28/2023	MW	CX	$2,523.00
EP EFT 00083087	10006175	ERIK ROGERS	470 MAGNOLIA	OH	08/28/2023	08/28/2023	MW	CX	$4,320.00
EP EFT 00083088	10005604	CRISTINA ROJO	431 W PEACH	OH	08/28/2023	08/28/2023	MW	CX	$1,575.00
EP EFT 00083089	10009305	ROSECRANS AVE PROPERTY LLC	1642 E KAY ST	OH	08/28/2023	08/28/2023	MW	CX	$2,157.00
EP EFT 00083090	10002723	CINDY ROSS	436 W PALM #B	OH	08/28/2023	08/28/2023	MW	CX	$1,735.00
EP EFT 00083091	10004464	AQUIL SAAFIR	705 N	OH	08/28/2023	08/28/2023	MW	CX	$2,262.00
EP EFT 00083092	00753912	JOSE OR VICTORIA SALAZAR	1715 N LARGO	OH	08/28/2023	08/28/2023	MW	CX	$778.00
EP EFT 00083093	10007553	LILLIAN SALDANA-SIMONIAN	1010 S	OH	08/28/2023	08/28/2023	MW	CX	$3,034.00
EP EFT 00083094	10009608	JOSE SANCHEZ	501 N CRANE	OH	08/28/2023	08/28/2023	MW	CX	$1,327.00
EP EFT 00083095	10001565	ICILDA SANFORD	905ALBERTSO	OH	08/28/2023	08/28/2023	MW	CX	$1,157.00
EP EFT 00083096	10007891	SANTA FE APARTMENTS CORP	2010 SANTA FE	OH	08/28/2023	08/28/2023	MW	CX	$2,926.00
EP EFT 00083097	10008492	SCTHU LLC	891 W	OH	08/28/2023	08/28/2023	MW	CX	$489.00
EP EFT 00083098	10008622	SCWJ LLC	500 WILLOBRK	OH	08/28/2023	08/28/2023	MW	CX	$8,991.00
EP EFT 00083099	10003794	CHARLES A SEALS	335 W MYRRH	OH	08/28/2023	08/28/2023	MW	CX	$1,413.00
EP EFT 00083100	10002381	MAXIMILIANO S & CONCEPCION SEGOVIA	12 E	OH	08/28/2023	08/28/2023	MW	CX	$1,664.00
EP EFT 00083101	10009930	THOMAS SELETOS	417 1/2	OH	08/28/2023	08/28/2023	MW	CX	$1,547.00

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EP EFT 00083102	10009567	JOYA SETTLE	1020 GRANDEE	OH	08/28/2023	08/28/2023	MW	CX	$4,240.00
EP EFT 00083103	10002893	VERGIE E SEYMORE	718 E COCOA	OH	08/28/2023	08/28/2023	MW	CX	$3,530.00
EP EFT 00083104	10007653	DONALD SHAW SR.	715 GRAPE CIR	OH	08/28/2023	08/28/2023	MW	CX	$1,056.00
EP EFT 00083105	10009560	TRACY D SHAW	1204 S	OH	08/28/2023	08/28/2023	MW	CX	$1,736.00
EP EFT 00083106	10009197	SHELTER FIRST LLC	319 1/2	OH	08/28/2023	08/28/2023	MW	CX	$3,176.00
EP EFT 00083107	00785020	LEE & SARAH SHELTON	204 S WARD	OH	08/28/2023	08/28/2023	MW	CX	$1,300.00
EP EFT 00083108	00785022	DEBRA A SHELTON-LOVE	15529 FRAILEY	OH	08/28/2023	08/28/2023	MW	CX	$4,560.00
EP EFT 00083109	10009165	MANDI SHERMAN	218 MAYO #B	OH	08/28/2023	08/28/2023	MW	CX	$494.00
EP EFT 00083110	10009876	SIOF 4 PROPERTIES LLC	116 E INDIGO	OH	08/28/2023	08/28/2023	MW	CX	$4,288.00
EP EFT 00083111	10009058	TATIANA SMITH	14708	OH	08/28/2023	08/28/2023	MW	CX	$1,482.00
EP EFT 00083112	10003377	TYRONE SMITH	408 W PALM #B	OH	08/28/2023	08/28/2023	MW	CX	$5,721.00
EP EFT 00083113	00794035	WILBERT OR LEE ETTA SMITH	216 S PANNES	OH	08/28/2023	08/28/2023	MW	CX	$1,416.00
EP EFT 00083114	00794045	YOLANDA Y SMITH	2810 LANTANA	OH	08/28/2023	08/28/2023	MW	CX	$1,249.00
EP EFT 00083115	10009421	SOLA IMPACT FUND II LP	14710	OH	08/28/2023	08/28/2023	MW	CX	$867.00
EP EFT 00083116	00806543	ASHOK K SOOD OR SUSHAM SOOD	2112 COMPTON	OH	08/28/2023	08/28/2023	MW	CX	$4,975.00
EP EFT 00083117	10008635	SOUTHWESTERN ENTERPRISES	922 N SLOAN	OH	08/28/2023	08/28/2023	MW	CX	$2,749.00
EP EFT 00083118	10005484	DEBRA E SPEARS	585 W COCOA	OH	08/28/2023	08/28/2023	MW	CX	$1,724.00
EP EFT 00083119	10009975	RICKY A SPIRES	1406 W 132ND	OH	08/28/2023	08/28/2023	MW	CX	$1,564.00
EP EFT 00083120	00840175	EUGENE & VERNA ST AMANT	113 CYPRESS	OH	08/28/2023	08/28/2023	MW	CX	$3,182.00
EP EFT 00083121	10003524	JOHNNY STALLWORTH II	131 CYPRESS	OH	08/28/2023	08/28/2023	MW	CX	$963.00
EP EFT 00083122	10003774	ALEX STAMIRES	216 SANTA FE	OH	08/28/2023	08/28/2023	MW	CX	$8,535.00
EP EFT 00083123	10009937	STANDARD AVENUE APARTMENTS LP	14733 S	OH	08/28/2023	08/28/2023	MW	CX	$1,714.00
EP EFT 00083124	10008876	STANLEY & LEATRICE JOHNSON	12407 WILMG	OH	08/28/2023	08/28/2023	MW	CX	$1,170.00
EP EFT 00083125	00853440	JOSEPH STEPHEN	933 GRANDEE	OH	08/28/2023	08/28/2023	MW	CX	$5,434.00
EP EFT 00083126	10002895	AMBROSE STEVENS	705	OH	08/28/2023	08/28/2023	MW	CX	$7,148.00
EP EFT 00083127	10009217	SVPP PROPERTIES LLC	107 E	OH	08/28/2023	08/28/2023	MW	CX	$1,351.00
EP EFT 00083128	10009162	SYCLE GROUP LLC	1020 COMPTON	OH	08/28/2023	08/28/2023	MW	CX	$4,623.00
EP EFT 00083129	10006571	TERRY LYNN TASBY	113 S LOCUST	OH	08/28/2023	08/28/2023	MW	CX	$829.00
EP EFT 00083130	10008294	DELETHA TAYLOR	908 MYRRH	OH	08/28/2023	08/28/2023	MW	CX	$1,396.00
EP EFT 00083131	10008225	JACQUELINE TAYLOR	2244 E	OH	08/28/2023	08/28/2023	MW	CX	$1,993.00
EP EFT 00083132	00867941	LAVERNE TAYLOR	400 S WARD	OH	08/28/2023	08/28/2023	MW	CX	$787.00
EP EFT 00083133	10007218	TDB CONSULTING SOLUTIONS INC	1041 W REEVE	OH	08/28/2023	08/28/2023	MW	CX	$6,718.00
EP EFT 00083134	10009849	THE EAGLES LIVING TRUST/	2312 W 152ND	OH	08/28/2023	08/28/2023	MW	CX	$1,663.00
EP EFT 00083135	10009489	THE JETTIE K BUTLER TRUST ESTATE	628 W SCHOOL	OH	08/28/2023	08/28/2023	MW	CX	$1,612.00

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Check	Payee ID	Payee Name	First Reference	Subs	Check Date	Cancel Date	Type	Status	Check Amount
EP EFT 00083136	10009880	THE PUDE FAMILY TRUST	200 JOHNSON	OH	08/28/2023	08/28/2023	MW	CX	$1,434.00
EP EFT 00083137	10004137	EVELYN THIBEAUX	1019 W	OH	08/28/2023	08/28/2023	MW	CX	$722.00
EP EFT 00083138	00878134	BERDIS THOMPSON	1318 S CENTER	OH	08/28/2023	08/28/2023	MW	CX	$979.00
EP EFT 00083139	00878176	JERRY D THORNTON	1214	OH	08/28/2023	08/28/2023	MW	CX	$1,933.00
EP EFT 00083140	10003731	EVA J TOLBERT	1320 S TEMPLE	OH	08/28/2023	08/28/2023	MW	CX	$8,420.00
EP EFT 00083141	10009122	ALEXANDRU TOLOCENCO	2543 W	OH	08/28/2023	08/28/2023	MW	CX	$1,055.00
EP EFT 00083142	10003275	LATANYA J ALLEN TOWNSEND	2103 SAN	OH	08/28/2023	08/28/2023	MW	CX	$1,671.00
EP EFT 00083143	10009666	TURMEL WOODS	810 W	OH	08/28/2023	08/28/2023	MW	CX	$1,678.00
EP EFT 00083144	10009761	TURNER BOBBIT IRREVOCABLE TRUST	474 W	OH	08/28/2023	08/28/2023	MW	CX	$1,230.00
EP EFT 00083145	10007291	ARENA M. TURNER-COPELAND	631 SPRUCE #B	OH	08/28/2023	08/28/2023	MW	CX	$2,166.00
EP EFT 00083146	10008704	JOSEPHINE TWINE	423 SPRUCE #A	OH	08/28/2023	08/28/2023	MW	CX	$1,415.00
EP EFT 00083147	10008118	MJENZI R UJAMAA	923 1/2	OH	08/28/2023	08/28/2023	MW	CX	$3,095.00
EP EFT 00083148	10009964	IRENE URIBE	155 S	OH	08/28/2023	08/28/2023	MW	CX	$1,830.00
EP EFT 00083149	10009967	GLORIA VALDEZ	1600	OH	08/28/2023	08/28/2023	MW	CX	$1,269.00
EP EFT 00083150	10008486	SHEILA VASQUEZ	603 N SLOAN	OH	08/28/2023	08/28/2023	MW	CX	$1,562.00
EP EFT 00083151	10007811	JOSE MANUEL VILLALOBOS	500	OH	08/28/2023	08/28/2023	MW	CX	$1,282.00
EP EFT 00083152	10003078	DONALD S WADE	701 SANTA FE	OH	08/28/2023	08/28/2023	MW	CX	$1,021.00
EP EFT 00083153	00927108	DARREN WALKER	16518 CARESS	OH	08/28/2023	08/28/2023	MW	CX	$1,731.00
EP EFT 00083154	00927110	JAMES WALKER	247 S	OH	08/28/2023	08/28/2023	MW	CX	$968.00
EP EFT 00083155	10003052	GAIL M WASHINGTON	305 W MYRRH	OH	08/28/2023	08/28/2023	MW	CX	$765.00
EP EFT 00083156	00936220	WATTS LABOR COMMUNITY ACTION	2009 E 122ND	OH	08/28/2023	08/28/2023	MW	CX	$763.00
EP EFT 00083157	00887075	WILLIE A WATTS-TROUTMAN	405 W PLUM ST	OH	08/28/2023	08/28/2023	MW	CX	$708.00
EP EFT 00083158	00942665	JESSE R or YVONNE A WEBB	1362 BENNETT	OH	08/28/2023	08/28/2023	MW	CX	$2,807.00
EP EFT 00083159	10009532	WESTM L LLC	2327 MYRRH #J	OH	08/28/2023	08/28/2023	MW	CX	$8,485.00
EP EFT 00083160	10009785	WIILIAM L. EDWARDS AND	519 S	OH	08/28/2023	08/28/2023	MW	CX	$6,558.00
EP EFT 00083161	10008202	WILBERT JR& ALTHEA WILLIAMS LVNG	217 N BURRIS	OH	08/28/2023	08/28/2023	MW	CX	$5,914.00
EP EFT 00083162	10002417	MONIQUE WILKES	1308 OAKS #D	OH	08/28/2023	08/28/2023	MW	CX	$4,765.00
EP EFT 00083163	10008430	LTASHIKA WILLIAMS	519 W PALM ST	OH	08/28/2023	08/28/2023	MW	CX	$1,740.00
EP EFT 00083164	00967610	TYRONE OR GERALDINE WILLIAMS	712 POINSET	OH	08/28/2023	08/28/2023	MW	CX	$1,411.00
EP EFT 00083165	10006262	MARIE WILLIS	14716 FRAILEY	OH	08/28/2023	08/28/2023	MW	CX	$1,607.00
EP EFT 00083166	10004499	FRANK B WINKFIELD JR	712 THORSON	OH	08/28/2023	08/28/2023	MW	CX	$1,264.00
EP EFT 00083167	10006332	WISE CAPITAL LLC	123 W SCHOOL	OH	08/28/2023	08/28/2023	MW	CX	$1,252.00
EP EFT 00083168	00970020	JOHNNY OR PEGGIE WITHERS	1310 E PECK ST	OH	08/28/2023	08/28/2023	MW	CX	$8,603.00
EP EFT 00083169	10003218	BILLIE WOODS	215 N CULVER	OH	08/28/2023	08/28/2023	MW	CX	$1,334.00

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Check	Payee ID	Payee Name	First Reference	Subs	Check Date	Cancel Date	Type	Status	Check Amount
EP EFT 00083170	10009802	WYN DIXIE CORPORTION	445 W	OH	08/28/2023	08/28/2023	MW	CX	$1,423.00
EP EFT 00083171	00712030	PUBLIC EMPLOYEES RETIREMENT	10000001725604	OH	08/29/2023	08/29/2023	MW	CX	$187,760.81
EP EFT 00083172	00712050	PUBLIC EMPLOYEES RETIREMENT	10000001725705	OH	08/29/2023	08/29/2023	MW	CX	$747,406.68

** S O R T T O T A L S **

Reversed:	$2,639,985.73
Cancelled:	$3,831,528.61
EP Group Total:	$6,471,514.34

SA CHK 00002021	10004183	NEW WEST LANDSCAPING	4139	OH	08/02/2023		MW	IS	$1,275.00
SA CHK 00002022	10004183	NEW WEST LANDSCAPING	INV 4176	OH	08/29/2023		MW	IS	$2,101.00

** S O R T T O T A L S **

Issued:	$3,376.00
SA Group Total:	$3,376.00

**** G R A N D T O T A L S ****

Grand Total: $13,155,241.70

City of Compton

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09/01/2023 to 09/30/2023 Job Number: 1755611

Check	Payee ID	Payee Name	First Reference	Subs	Check Date	Cancel Date	Type	Status	Check Amount
AP CHK 00265869	T18961	AHR COMPANY	B23-000447	OH	09/05/2023		MW	IS	$1,000.00
AP CHK 00265870	10004288	ASSOC OF PUBLIC TREASURERS OF THE	INV #27402	OH	09/05/2023		MW	IS	$349.00
AP CHK 00265871	10007691	AT&T	288296631	OH	09/05/2023		MW	IS	$910.97
AP CHK 00265872	00100790	BLUE DIAMOND MATERIALS	INV 3304123	OH	09/05/2023		MW	IS	$4,959.30
AP CHK 00265873	00122440	CA MUNICIPAL TREASURERS ASSOC	300003428	OH	09/05/2023		MW	IS	$285.00
AP CHK 00265874	T20210	CALHOUN ROOFING COMPANY	B23-000833	OH	09/05/2023		MW	IS	$1,000.00
AP CHK 00265875	10009806	CHARTER COMMUNICATIONS	84483005012025	OH	09/05/2023		MW	IS	$558.36
AP CHK 00265876	10005286	DAPHNE L SMITH-D'ANGELOS PHOTOS	Q# 20230909	OH	09/05/2023		MW	IS	$843.00
AP CHK 00265877	00835060	DS SERVICES OF AMERICA INC	22015003081323	OH	09/05/2023		MW	IS	$95.92
AP CHK 00265878	10006604	DEIDRE M DUHART	EM RE SR CIT	OH	09/05/2023		MW	IS	$174.63
AP CHK 00265879	10008457	FRONTIER CALIFORNIA INC	20915139060305	OH	09/05/2023		MW	IS	$141.30
AP CHK 00265880	00336736	GOLDEN STATE WATER CO	88919000005	OH	09/05/2023		MW	IS	$325.75
AP CHK 00265881	10010034	KIMBERLEE KNOX	1355	OH	09/05/2023		MW	IS	$4,134.38
AP CHK 00265882	00487160	LOS ANGELES COUNTY	LACAC FORM	OH	09/05/2023		MW	IS	$5,140.85
AP CHK 00265883	00650802	OFFICE DEPOT	324491797001	OH	09/05/2023		MW	IS	$296.06
AP CHK 00265884	T20015	RANDLE CONSTRUCTION	B23-000637	OH	09/05/2023		MW	IS	$1,000.00
AP CHK 00265885	T20209	KEYMA RAY	V# 094499	OH	09/05/2023		MW	IS	$250.00
AP CHK 00265886	10010092	GUADALUPE RODRIGUEZ	SR PROM 9/7/23	OH	09/05/2023		MW	IS	$602.50
AP CHK 00265887	10007103	VICTOR J SANCHEZ	INV 2116	OH	09/05/2023		MW	IS	$396.90
AP CHK 00265888	00811270	SO CA EDISON	700769335538	OH	09/05/2023		MW	IS	$33,090.90
AP CHK 00265889	00815000	SOUTHERN CALIFORNIA GAS COMPANY	17430119002	OH	09/05/2023		MW	IS	$493.37
AP CHK 00265890	10009929	THE LONZO INFOTAINMENT COMPANY	9823	OH	09/05/2023		MW	IS	$850.00
AP CHK 00265891	T19607	SERGIO VARGAS	B21-001620	OH	09/05/2023		MW	IS	$1,000.00
AP CHK 00265892	10009067	ANTHONY WARD	EM RE WRIT	OH	09/05/2023		MW	IS	$126.55
AP CHK 00265893	10009879	YUNEX LLC	EMERGEN	OH	09/05/2023		MW	IS	$15,000.00
AP CHK 00265894	00336736	GOLDEN STATE WATER CO	88919000005	OH	09/05/2023		MW	IS	$278.12
AP CHK 00265895	10009873	HAROLD JOHNSON	024	OH	09/06/2023		MW	IS	$4,100.00
AP CHK 00265896	10009838	ADVANCED APPLIED ENGINEERING INC	28684	OH	09/12/2023		MW	IS	$22,382.00
AP CHK 00265897	00025513	ALL AMERICAN ASPHALT	RET 9	OH	09/12/2023		MW	RV	$158,752.11
AP CHK 00265898	10008106	CA CITIES FOR SELF-RELIANCE	JPA0019	OH	09/12/2023		MW	IS	$35,000.00
AP CHK 00265899	00153905	CITY OF COMPTON PETTY CASH	16973	OH	09/12/2023		MW	IS	$729.27
AP CHK 00265900	10007656	CIVIL SOURCE INC	346497	OH	09/12/2023		MW	IS	$25,100.00
AP CHK 00265901	VOID.CONTI	Void - Continued Stub	CONTINUE	OH	09/12/2023		VM	VD	$0.00
AP CHK 00265902	VOID.CONTI	Void - Continued Stub	CONTINUE	OH	09/12/2023		VM	VD	$0.00

City of Compton

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Check	Payee ID	Payee Name	First Reference	Subs	Check Date	Cancel Date	Type	Status	Check Amount
AP CHK 00265903	VOID.CONTI	Void - Continued Stub	CONTINUE	OH	09/12/2023		VM	VD	$0.00
AP CHK 00265904	VOID.CONTI	Void - Continued Stub	CONTINUE	OH	09/12/2023		VM	VD	$0.00
AP CHK 00265905	00202600	COMPTON MUNICIPAL WATER CO	1349090030	OH	09/12/2023		MW	IS	$36,340.51
AP CHK 00265906	10005286	DAPHNE L SMITH-D'ANGELOS PHOTOS	MEX. INDEPE	OH	09/12/2023		MW	IS	$380.00
AP CHK 00265907	10005307	RAJINDERPAL SINGH DHALIWAL	2W8SVM	OH	09/12/2023		MW	IS	$397.25
AP CHK 00265908	10009590	ELK GROVE AUTO GROUP	22317	OH	09/12/2023		MW	IS	$206,724.84
AP CHK 00265909	10005496	LEAGUE OF CALIF CITIES	4140	OH	09/12/2023		MW	IS	$2,780.75
AP CHK 00265910	10006459	MARIA S LOPEZ	1011	OH	09/12/2023		MW	IS	$320.00
AP CHK 00265911	10003411	M V TRANSPORTATION INC	124806	OH	09/12/2023		MW	IS	$117,692.08
AP CHK 00265912	10005660	PAY PLUS BENEFITS INC	INV31458 SEPT	OH	09/12/2023		MW	IS	$665.95
AP CHK 00265913	10004637	REVENUE & COST SPECIALIST LLC	9143	OH	09/12/2023		MW	IS	$9,360.00
AP CHK 00265914	10008277	EMMA SHARIF	TRAV CACAC	OH	09/12/2023		MW	IS	$614.14
AP CHK 00265915	10009753	UBIQUS REPORTING INC	486 034	OH	09/12/2023		MW	IS	$585.00
AP CHK 00265916	10001363	VERIZON WIRELESS - LA	36111507300004	OH	09/12/2023		MW	IS	$6,571.19
AP CHK 00265917	10004949	WATERLINE TECHNOLOGIES INC	5644457	OH	09/12/2023		MW	IS	$3,480.60
AP CHK 00265918	T20237	MAHDI ABDUL ALI II	1305 E CRANE	OH	09/19/2023		MW	IS	$116.38
AP CHK 00265919	10006644	SUSAN ADAMS	SEPT 2023	OH	09/19/2023		MW	IS	$150.00
AP CHK 00265920	T20243	AFFORDABLE LLC	1613 E KILLEN	OH	09/19/2023		MW	IS	$355.75
AP CHK 00265921	00025513	ALL AMERICAN ASPHALT	INV 9 RET	OH	09/19/2023		MW	IS	$176,746.15
AP CHK 00265922	10008629	ALMAS COOKIES AND CO RESTAURANT	22117	OH	09/19/2023		MW	IS	$330.09
AP CHK 00265923	T20228	ALVAREZ FAMILY TRUST	322 W	OH	09/19/2023		MW	IS	$117.66
AP CHK 00265924	T20220	ANGELENO HOMES LLC	809 N WILLOW	OH	09/19/2023		MW	IS	$223.45
AP CHK 00265925	T18936	EULA ARMSTRONG	1020 S DWIGHT	OH	09/19/2023		MW	IS	$93.16
AP CHK 00265926	10003356	AT & T	96044989665552	OH	09/19/2023		MW	IS	$3,608.15
AP CHK 00265927	VOID.CONTI	Void - Continued Stub	CONTINUE	OH	09/19/2023		VM	VD	$0.00
AP CHK 00265928	10002636	AT&T	9391082554	OH	09/19/2023		MW	IS	$36,244.68
AP CHK 00265929	10007691	AT&T	156554404	OH	09/19/2023		MW	IS	$550.39
AP CHK 00265930	10007587	AT&T CORP	8310001505623	OH	09/19/2023		MW	IS	$1,043.71
AP CHK 00265931	T20221	ATOCHA LLC	340 W ELM	OH	09/19/2023		MW	IS	$143.29
AP CHK 00265932	10009801	YEWANDE EBONY AYODELE	AUG SPEC 2023	OH	09/19/2023		MW	IS	$250.00
AP CHK 00265933	10009749	BIGGS CARDOSA ASSOCIATES INC	86934	OH	09/19/2023		MW	IS	$48,326.25
AP CHK 00265934	T20217	DENISE BROWN	1413 S TEMPLE	OH	09/19/2023		MW	IS	$96.77
AP CHK 00265935	10010031	BRYAN SPRAGG	EM RE	OH	09/19/2023		MW	IS	$777.26
AP CHK 00265936	T20234	STEVEN BUCK (N/P)	1472 W 151ST	OH	09/19/2023		MW	IS	$79.11

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Check	Payee ID	Payee Name	First Reference	Subs	Check Date	Cancel Date	Type	Status	Check Amount
AP CHK 00265937	T20225	RAQUEL BURNETT	500 R1 N	OH	09/19/2023		MW	IS	$163.78
AP CHK 00265938	10001482	CALIFORNIA WATER SERVICE	8113215277	OH	09/19/2023		MW	IS	$1,769.10
AP CHK 00265939	00158148	CLA-VAL CO	EST WO-	OH	09/19/2023		MW	IS	$6,285.23
AP CHK 00265940	10008767	COMMERCIAL AQUATIC SERVICES INC	915076	OH	09/19/2023		MW	IS	$5,000.00
AP CHK 00265941	T20223	DEL MAR HOUSING LLC	110 E CYPRESS	OH	09/19/2023		MW	IS	$274.90
AP CHK 00265942	10009819	BENITA DIXON	AUG SPEC 2023	OH	09/19/2023		MW	IS	$250.00
AP CHK 00265943	00292880	FEDERAL EXPRESS CORP	8-213-95004	OH	09/19/2023		MW	IS	$22.45
AP CHK 00265944	T20239	LUIS FELIX	1420 W	OH	09/19/2023		MW	IS	$189.04
AP CHK 00265945	10008195	FIRST AMERICAN DATA COMPANY LLC	DATA	OH	09/19/2023		MW	IS	$5,000.00
AP CHK 00265946	10008457	FRONTIER CALIFORNIA INC	20915026940618	OH	09/19/2023		MW	IS	$432.45
AP CHK 00265947	T19262	GENNEY MARLENNE GAMARRO	CALPERS	OH	09/19/2023		MW	IS	$499.00
AP CHK 00265948	10009782	LATANYA DENISE GANTER	AUG SPEC 2023	OH	09/19/2023		MW	IS	$250.00
AP CHK 00265949	T20233	EMILIO GARCIA QUIZADA	936 W PALMER	OH	09/19/2023		MW	IS	$4.10
AP CHK 00265950	T20244	VANESSA GOMEZ	420 S HARRIS	OH	09/19/2023		MW	IS	$181.74
AP CHK 00265951	10009472	JENNIFER ANN GRANT	AUG SPEC 2023	OH	09/19/2023		MW	IS	$250.00
AP CHK 00265952	10002915	JUANITA GREEN-WRIGHT	SEPT 2023	OH	09/19/2023		MW	IS	$150.00
AP CHK 00265953	T20216	MARIA GUZMAN	1957 E KILLEN	OH	09/19/2023		MW	IS	$105.12
AP CHK 00265954	T20230	ELISA HERNANDEZ	444 W SPRUCE	OH	09/19/2023		MW	IS	$40.15
AP CHK 00265955	T20219	INFINITY PROPERTY MANAGEMENT	126 S	OH	09/19/2023		MW	IS	$106.12
AP CHK 00265956	10007690	JMDIAZ INC	032 (23-169)	OH	09/19/2023		MW	IS	$9,506.41
AP CHK 00265957	10008951	MONA JONES	SEPT 2023	OH	09/19/2023		MW	IS	$150.00
AP CHK 00265958	T14996	NEBRASKA JONES	EM RE	OH	09/19/2023		MW	IS	$275.00
AP CHK 00265959	10010024	TAQUAN JONES	EM RE LIVE	OH	09/19/2023		MW	IS	$100.00
AP CHK 00265960	T19778	TASHIA KINNEY	500 S4 N	OH	09/19/2023		MW	IS	$146.50
AP CHK 00265961	T20231	SILVIA LICEA	1302 N ROSE	OH	09/19/2023		MW	IS	$81.56
AP CHK 00265962	10009991	LONG BEACH LLC	FOCB700861	OH	09/19/2023		MW	IS	$3,369.71
AP CHK 00265963	T20218	AUDREY LOPEZ	116 RACQUET	OH	09/19/2023		MW	IS	$91.23
AP CHK 00265964	T20214	STACY MCALISTER	V# 94473	OH	09/19/2023		MW	IS	$400.00
AP CHK 00265965	00561298	MOBILE MINI INC	9017243007	OH	09/19/2023		MW	IS	$372.50
AP CHK 00265966	10007874	MOORE IACOFANO GOLTSMAN INC	0082525	OH	09/19/2023		MW	IS	$26,989.68
AP CHK 00265967	10009968	MVN & ASSOCIATES LLC	2023-004	OH	09/19/2023		MW	IS	$4,062.50
AP CHK 00265968	10007898	NESTLE WATERS NORTH AMERICA	03H0033471061	OH	09/19/2023		MW	IS	$122.17
AP CHK 00265969	T18328	NORM WILSON & SON	B23-001768	OH	09/19/2023		MW	IS	$2,000.00
AP CHK 00265970	T20227	MARTHA PEREZ	1622 E	OH	09/19/2023		MW	IS	$118.74

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Check	Payee ID	Payee Name	First Reference	Subs	Check Date	Cancel Date	Type	Status	Check Amount
AP CHK 00265971	10010064	Phil Goff	003	OH	09/19/2023		MW	IS	$800.00
AP CHK 00265972	T20236	EDWIN PINEDA +	218B E	OH	09/19/2023		MW	IS	$67.70
AP CHK 00265973	T14859	RADICAL ENTERPRISES INC	1123 S KEMP	OH	09/19/2023		MW	IS	$146.13
AP CHK 00265974	10009868	DIEGO RAMIREZ	SEPT 2023	OH	09/19/2023		MW	IS	$150.00
AP CHK 00265975	T20241	LEONEL RAMIREZ	845 E	OH	09/19/2023		MW	IS	$763.33
AP CHK 00265976	T20213	RAMIREZ. IVAN	B23-000989	OH	09/19/2023		MW	IS	$1,000.00
AP CHK 00265977	10004637	REVENUE & COST SPECIALIST LLC	9154	OH	09/19/2023		MW	IS	$12,075.00
AP CHK 00265978	10009176	MARYBELLE F REYES	V# 94450	OH	09/19/2023		MW	IS	$150.00
AP CHK 00265979	00732280	RICHARDS WATSON & GERSHON	241848	OH	09/19/2023		MW	IS	$22,027.50
AP CHK 00265980	T20215	TERRY RICHARDSON	V#094504	OH	09/19/2023		MW	IS	$250.00
AP CHK 00265981	T20229	DARYL ROSS	529 W	OH	09/19/2023		MW	IS	$192.70
AP CHK 00265982	T20232	JULIANA SANTOS	4043 E	OH	09/19/2023		MW	IS	$10.89
AP CHK 00265983	10008592	MARK R SMITH	SEPT 2023	OH	09/19/2023		MW	IS	$150.00
AP CHK 00265984	00811270	SO CA EDISON	700560258809	OH	09/19/2023		MW	IS	$156,519.41
AP CHK 00265985	10005209	SOUTHERN CALIF ASSOC OF	SCAG FY24	OH	09/19/2023		MW	IS	$11,342.00
AP CHK 00265986	00815000	SOUTHERN CALIFORNIA GAS COMPANY	17570144000	OH	09/19/2023		MW	IS	$1,363.93
AP CHK 00265987	10009152	SOUTHERN CALIFORNIA PRECISION	201000	OH	09/19/2023		MW	IS	$200,000.00
AP CHK 00265988	T20211	WENDELL SOWELL	V# 24537	OH	09/19/2023		MW	IS	$300.00
AP CHK 00265989	00846370	STAPLES ADVANTAGE	3543689721	OH	09/19/2023		MW	IS	$385.63
AP CHK 00265990	T17498	PATRICE STEWART	EM RE HOTMA	OH	09/19/2023		MW	IS	$96.64
AP CHK 00265991	10000856	SWRCB	SC-138900	OH	09/19/2023		MW	IS	$96.18
AP CHK 00265992	10008371	T-MOBILE USA INC	953790872	OH	09/19/2023		MW	IS	$1,522.48
AP CHK 00265993	T20238	ALBA TAPIA	320 W	OH	09/19/2023		MW	IS	$156.42
AP CHK 00265994	10009929	THE LONZO INFOTAINMENT COMPANY	8423	OH	09/19/2023		MW	IS	$450.00
AP CHK 00265995	T20226	THE RENE C GARCIA	815 N CHESTER	OH	09/19/2023		MW	IS	$187.29
AP CHK 00265996	10006462	TOTAL CORPORATE SOLUTIONS	195418	OH	09/19/2023		MW	IS	$394.20
AP CHK 00265997	10009958	TOWNSEND PUBLIC AFFAIRS INC	20372	OH	09/19/2023		MW	IS	$16,000.00
AP CHK 00265998	10005443	UNITED STATES CONFERENCES OF	INV003516	OH	09/19/2023		MW	IS	$5,269.00
AP CHK 00265999	T20240	DAISY VELASQUEZ	151F S WILMIN	OH	09/19/2023		MW	IS	$170.86
AP CHK 00266000	00762506	ALICIA VILLA	000114	OH	09/19/2023		MW	IS	$346.50
AP CHK 00266001	T20212	ELIZABETH VILLASENOR	B23-000988	OH	09/19/2023		MW	IS	$1,000.00
AP CHK 00266002	10009814	BETRINA L WARREN	AUG SPEC 2023	OH	09/19/2023		MW	IS	$250.00
AP CHK 00266003	T20222	JOHN WHYTE	2012 N NESTOR	OH	09/19/2023		MW	IS	$178.32
AP CHK 00266004	T20242	KEOSHA WILLIAMS	923 W CEDAR	OH	09/19/2023		MW	IS	$125.73

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Check	Payee ID	Payee Name	First Reference	Subs	Check Date	Cancel Date	Type	Status	Check Amount
AP CHK 00266005	T20245	SHIRLEY ANDRADE	BPS23-000252	OH	09/26/2023		MW	IS	$103.20
AP CHK 00266006	10007298	RUBEN ARRENDONDO	ANNUAL BOOT	OH	09/26/2023		MW	IS	$267.88
AP CHK 00266007	10007691	AT&T	134537955	OH	09/26/2023		MW	IS	$106.29
AP CHK 00266008	10007587	AT&T CORP	8310012920897	OH	09/26/2023		MW	IS	$25,909.76
AP CHK 00266009	10007588	AT&T MOBILITY II LLC	287309257455	OH	09/26/2023		MW	IS	$4,721.40
AP CHK 00266010	T20250	TAMMY BELL	V#094456	OH	09/26/2023		MW	IS	$250.00
AP CHK 00266011	10009957	C3 OFFICE SOLUTIONS LLC	INV166301	OH	09/26/2023		MW	IS	$1,430.87
AP CHK 00266012	00125660	CA PARKS & RECREATION SOCIETY	CPRS	OH	09/26/2023		MW	IS	$480.00
AP CHK 00266013	10009806	CHARTER COMMUNICATIONS	84483005011147	OH	09/26/2023		MW	IS	$1,193.72
AP CHK 00266014	00297510	LILLIE P DARDEN	MOTHERS DAY	OH	09/26/2023		MW	IS	$155.06
AP CHK 00266015	10006916	DUDEK	202307126	OH	09/26/2023		MW	IS	$28,543.55
AP CHK 00266016	10007481	EADIE AND PAYNE LLP	144054B	OH	09/26/2023		MW	IS	$28,065.00
AP CHK 00266017	00292880	FEDERAL EXPRESS CORP	8-171-32561	OH	09/26/2023		MW	IS	$116.84
AP CHK 00266018	10008252	DELPHIA FLEMING	CAL PERS 2023	OH	09/26/2023		MW	IS	$499.00
AP CHK 00266019	00336736	GOLDEN STATE WATER CO	88919000005	OH	09/26/2023		MW	IS	$217.40
AP CHK 00266020	10009119	JOSE GOMEZ	BOOT REIMB	OH	09/26/2023		MW	IS	$161.67
AP CHK 00266021	T20246	JAMES JACKSON	B23-000793	OH	09/26/2023		MW	IS	$1,000.00
AP CHK 00266022	10003411	M V TRANSPORTATION INC	124940	OH	09/26/2023		MW	IS	$314.36
AP CHK 00266023	10008322	LUIS MOTA	HOTMA	OH	09/26/2023		MW	IS	$136.40
AP CHK 00266024	10009338	REPUBLIC SERVICES INC	3-0902-7600009	OH	09/26/2023		MW	IS	$29,291.04
AP CHK 00266025	00811270	SO CA EDISON	700521419605	OH	09/26/2023		MW	IS	$117.90
AP CHK 00266026	T20247	JETT TAYLOR	V#094542	OH	09/26/2023		MW	IS	$36.00
AP CHK 00266027	T20248	TERRI ALEX	V#24536	OH	09/26/2023		MW	IS	$300.00
AP CHK 00266028	T20249	RHONDA THORNTON	V#094515	OH	09/26/2023		MW	IS	$250.00
AP CHK 00266029	10009067	ANTHONY WARD	JULY 2023	OH	09/26/2023		MW	IS	$913.95
AP CHK 00266030	T19406	ALVIN WOODS	UTIL 11-22	OH	09/26/2023		MW	IS	$21.00
AP CHK 00266031	10009877	ARLO PROPERTIES LLC	1308 MULBERY	OH	09/26/2023		MW	IS	$923.00
AP CHK 00266032	T20157	ALICIA BOYKIN	UTIL 11-22	OH	09/26/2023		MW	IS	$210.00
AP CHK 00266033	10009792	JESUS F. CARDENAS	521 W LAUREL	OH	09/26/2023		MW	IS	$1,456.00
AP CHK 00266034	00147522	THURSTON C CARLOCK II	522 N SLOAN	OH	09/26/2023		MW	IS	$4,273.00
AP CHK 00266035	T19407	CHARMAINE BOBBLER	UTIL 11-22	OH	09/26/2023		MW	IS	$55.00
AP CHK 00266036	10009856	CMC REALTY & LENDING CORP.	1317 ALONDRA	OH	09/26/2023		MW	IS	$4,518.00
AP CHK 00266037	10003727	COMPTON HOLDINGS LLC	2126 N BULLIS	OH	09/26/2023		MW	IS	$3,069.00
AP CHK 00266038	10008276	HTW MANAGEMENT	1420 S TEMPLE	OH	09/26/2023		MW	IS	$505.00

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Check	Payee ID	Payee Name	First Reference	Subs	Check Date	Cancel Date	Type	Status	Check Amount
AP CHK 00266039	10001789	CLAUDE E JONES	15628 S WHITE	OH	09/26/2023		MW	IS	$4,703.00
AP CHK 00266040	10009745	LACOUNTY HOUSING LP	119 JOHNSON	OH	09/26/2023		MW	IS	$1,468.00
AP CHK 00266041	10009523	JAMES JINHO LEE	412 PALMER	OH	09/26/2023		MW	IS	$1,519.00
AP CHK 00266042	10009239	PA26 LLC	1117 S	OH	09/26/2023		MW	IS	$1,145.00
AP CHK 00266043	10009883	ALEJANDRO SANCHEZ	342 W	OH	09/26/2023		MW	IS	$2,980.00
AP CHK 00266044	T18704	ANGIE TEZINO	UTIL 11-22	OH	09/26/2023		MW	IS	$38.00
AP CHK 00266045	10009890	WHITFIELD MANOR II LP	12622 1/4	OH	09/26/2023		MW	IS	$1,373.00
AP CHK 00266046	T18368	AARON WILLIAMS	UTIL 11-22	OH	09/26/2023		MW	IS	$38.00

** S O R T T O T A L S **

Issued:	$1,471,351.00
Reversed:	$158,752.11
AP Group Total:	$1,630,103.11

EP EFT 00083173	00712030	PUBLIC EMPLOYEES RETIREMENT	10000001727636	OH	09/12/2023	09/12/2023	MW	CX	$1,232,011.56
EP EFT 00083174	00712030	PUBLIC EMPLOYEES RETIREMENT	10000001726278	OH	09/19/2023	09/19/2023	MW	CX	$195,943.35
EP EFT 00083175	00712030	PUBLIC EMPLOYEES RETIREMENT	10000001726974	OH	09/26/2023	09/26/2023	MW	CX	$195,441.45
EP EFT 00083176	10007374	1510 N WILLOWBROOK LLC	1512	OH	09/26/2023	09/26/2023	MW	CX	$1,486.00
EP EFT 00083177	10009989	420 ACACIA LLC	420ACACIA#AS	OH	09/26/2023	09/26/2023	MW	CX	$2,246.00
EP EFT 00083178	10009040	527-531 W ROSECRANS AVE LLC	527 W	OH	09/26/2023	09/26/2023	MW	CX	$5,580.00
EP EFT 00083179	10009071	708NTAMARIND LLC	710 N	OH	09/26/2023	09/26/2023	MW	CX	$2,780.00
EP EFT 00083180	10003354	ACCESS COMMUNITY HOUSING	2314 E 126TH	OH	09/26/2023	09/26/2023	MW	CX	$22,332.00
EP EFT 00083181	10009187	ANTHONY L ADAMS SR	322WPALM#BS	OH	09/26/2023	09/26/2023	MW	CX	$2,972.00
EP EFT 00083182	10008651	SADIE M ADDISON	15215WASHIN	OH	09/26/2023	09/26/2023	MW	CX	$580.00
EP EFT 00083183	10006497	PAVAN AGARWAL	1033 E POPPY	OH	09/26/2023	09/26/2023	MW	CX	$1,126.00
EP EFT 00083184	10010018	KOLAWOLE S. AKINGBADE	1803 W 133RD	OH	09/26/2023	09/26/2023	MW	CX	$1,376.00
EP EFT 00083185	10009441	BEATRYCE AND ALEXANDER	2619 W	OH	09/26/2023	09/26/2023	MW	CX	$856.00
EP EFT 00083186	00025490	H DAVID & HAIDEH VIJEH ALEXANDER	438 MAGNOLIA	OH	09/26/2023	09/26/2023	MW	CX	$3,062.00
EP EFT 00083187	10009493	SANDRA ALFARO	426 W	OH	09/26/2023	09/26/2023	MW	CX	$1,528.00
EP EFT 00083188	10005737	MICAH ALI	628 MAGNOLIA	OH	09/26/2023	09/26/2023	MW	CX	$3,311.00
EP EFT 00083189	10009415	EARL B ALLEN	1932 E KILLEN	OH	09/26/2023	09/26/2023	MW	CX	$885.00
EP EFT 00083190	10008884	ANGEL ALVAREZ	1504QUEENSD	OH	09/26/2023	09/26/2023	MW	CX	$2,645.00
EP EFT 00083191	10010048	AMAEE INVESTMENT LLC	368 W	OH	09/26/2023	09/26/2023	MW	CX	$1,858.00

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Check	Payee ID	Payee Name	First Reference	Subs	Check Date	Cancel Date	Type	Status	Check Amount
EP EFT 00083192	10000133	JUANITA ANDERSON	334 ALMOND	OH	09/26/2023	09/26/2023	MW	CX	$5,150.00
EP EFT 00083193	10004804	EFREN AND MARIA LUZ ANDRADE	449 W CHERRY	OH	09/26/2023	09/26/2023	MW	CX	$1,600.00
EP EFT 00083194	00054455	MICHAEL C ANDRY	1114 S TEMPLE	OH	09/26/2023	09/26/2023	MW	CX	$1,077.00
EP EFT 00083195	10003990	IMELDA KARINA ANGUIANO	705	OH	09/26/2023	09/26/2023	MW	CX	$1,479.00
EP EFT 00083196	00060715	EL MICHAEL ARMSTRONG	940	OH	09/26/2023	09/26/2023	MW	CX	$6,465.00
EP EFT 00083197	10007274	EULA ARMSTRONG	1020 S DWIGHT	OH	09/26/2023	09/26/2023	MW	CX	$1,472.00
EP EFT 00083198	10003983	GEORGE ARMSTRONG	2533 COMPTON	OH	09/26/2023	09/26/2023	MW	CX	$1,091.00
EP EFT 00083199	10007988	ARNETA R OR BEVERLY FINNEY	2221 W 153RD	OH	09/26/2023	09/26/2023	MW	CX	$1,610.00
EP EFT 00083200	10008383	BLANCA ARRIOLA	1314	OH	09/26/2023	09/26/2023	MW	CX	$1,742.00
EP EFT 00083201	10009210	AUTUMN WIND LLC	713 S BULLIS	OH	09/26/2023	09/26/2023	MW	CX	$3,620.00
EP EFT 00083202	10009552	LAJOY BABER	604 PANNES	OH	09/26/2023	09/26/2023	MW	CX	$1,671.00
EP EFT 00083203	10004276	SAUTI L BARAKA	2318	OH	09/26/2023	09/26/2023	MW	CX	$677.00
EP EFT 00083204	00082580	GLENN BAYLESS	1408 SPRING	OH	09/26/2023	09/26/2023	MW	CX	$1,409.00
EP EFT 00083205	10009155	BCAH ENTERPRISES LLC	704 SLOAN	OH	09/26/2023	09/26/2023	MW	CX	$2,029.00
EP EFT 00083206	10007392	CAROL A BEAL	1009 E TUCKER	OH	09/26/2023	09/26/2023	MW	CX	$1,603.00
EP EFT 00083207	10003589	KENNETH R BENSON SR	526 W	OH	09/26/2023	09/26/2023	MW	CX	$1,655.00
EP EFT 00083208	10004089	MELANIE BERRY	1522	OH	09/26/2023	09/26/2023	MW	CX	$5,946.00
EP EFT 00083209	10005617	ANTHONY BERRY-SMITH	609 PALM	OH	09/26/2023	09/26/2023	MW	CX	$1,447.00
EP EFT 00083210	10006025	WILLIE G BOLDEN	208 N SANTA	OH	09/26/2023	09/26/2023	MW	CX	$2,756.00
EP EFT 00083211	00103900	LILLIE BOSWELL	1828 E	OH	09/26/2023	09/26/2023	MW	CX	$2,333.00
EP EFT 00083212	10008679	GONZELLA BRAME	630 S	OH	09/26/2023	09/26/2023	MW	CX	$1,386.00
EP EFT 00083213	10002094	ALFRED & LINDA BROOKS	336ALMOND#A	OH	09/26/2023	09/26/2023	MW	CX	$1,228.00
EP EFT 00083214	10004282	CAROLYN D BROWN	805	OH	09/26/2023	09/26/2023	MW	CX	$2,164.00
EP EFT 00083215	10005101	LARENCE BROWN	1037 S	OH	09/26/2023	09/26/2023	MW	CX	$1,201.00
EP EFT 00083216	10008983	SHIRLEY ANN BROWN	1468 W 151ST	OH	09/26/2023	09/26/2023	MW	CX	$1,386.00
EP EFT 00083217	10009551	BRUMFIELD FAMILY TRUST	1710 N	OH	09/26/2023	09/26/2023	MW	CX	$2,653.00
EP EFT 00083218	10009775	BRYON LEWIS ESTATE	1502 W 138TH	OH	09/26/2023	09/26/2023	MW	CX	$3,328.00
EP EFT 00083219	10004458	DOROTHY BURNETT	914 W 131ST	OH	09/26/2023	09/26/2023	MW	CX	$2,575.00
EP EFT 00083220	00113735	WALLACE ANDERSON BURNEY III	506 WLMGTON	OH	09/26/2023	09/26/2023	MW	CX	$1,333.00
EP EFT 00083221	10002994	GEORGE CALCOTE	1405 EXMOOR	OH	09/26/2023	09/26/2023	MW	CX	$1,247.00
EP EFT 00083222	00143625	JOHN A & TOMMIE J CALLEGARI	702 CYPRES	OH	09/26/2023	09/26/2023	MW	CX	$1,495.00
EP EFT 00083223	10009723	CARMEN A HERRERA AND	1115 E	OH	09/26/2023	09/26/2023	MW	CX	$1,427.00
EP EFT 00083224	10009416	MANUEL CASTANEDA JR	1470 W 153RD	OH	09/26/2023	09/26/2023	MW	CX	$1,376.00
EP EFT 00083225	10007613	TONY XIA CHEN	152 RACQUET	OH	09/26/2023	09/26/2023	MW	CX	$893.00

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Check			Payee ID	Payee Name	First Reference	Subs	Check Date	Cancel Date	Type	Status	Check Amount
EP	EFT	00083226	10010030	CHICAMA CAPITAL PARTNERS LLC	504 N SLOAN	OH	09/26/2023	09/26/2023	MW	CX	$2,846.00
EP	EFT	00083227	10008078	DONELDA LAKE CHRISPELL	424 MAGNOLIA	OH	09/26/2023	09/26/2023	MW	CX	$1,098.00
EP	EFT	00083228	00405034	CITY OF INGLEWOOD	3205 W 84TH PL	OH	09/26/2023	09/26/2023	MW	CX	$13,017.64
EP	EFT	00083229	10009878	MATTHEW L. COLEMAN	141 E COCOA	OH	09/26/2023	09/26/2023	MW	CX	$1,522.00
EP	EFT	00083230	10008316	SADIE COLEMAN	4225	OH	09/26/2023	09/26/2023	MW	CX	$218.00
EP	EFT	00083231	10007120	COMPTON SENIOR APARTMENTS LP	302	OH	09/26/2023	09/26/2023	MW	CX	$6,497.00
EP	EFT	00083232	10004544	ROBERTO OR MARIA CORNEJO	920 1/2	OH	09/26/2023	09/26/2023	MW	CX	$1,800.00
EP	EFT	00083233	10004082	JOHN B CRAWFORD	1359	OH	09/26/2023	09/26/2023	MW	CX	$3,485.00
EP	EFT	00083234	10007127	BRENDA CUMMINGS	919 W 127TH	OH	09/26/2023	09/26/2023	MW	CX	$891.00
EP	EFT	00083235	00232497	CURRY TEMPLE SR APT LTD	1001HICKORY#	OH	09/26/2023	09/26/2023	MW	CX	$1,070.00
EP	EFT	00083236	10005682	DELORIS CURTIS	1611 W	OH	09/26/2023	09/26/2023	MW	CX	$838.00
EP	EFT	00083237	10006461	KEVIN DANG	1001	OH	09/26/2023	09/26/2023	MW	CX	$1,499.00
EP	EFT	00083238	00241595	GARY L. DANIELS	215 S	OH	09/26/2023	09/26/2023	MW	CX	$658.00
EP	EFT	00083239	10008804	FESIA A DAVENPORT	434 W LAUREL	OH	09/26/2023	09/26/2023	MW	CX	$1,304.00
EP	EFT	00083240	10004426	CATHERINE DAVIS	415 S LOCUST	OH	09/26/2023	09/26/2023	MW	CX	$487.00
EP	EFT	00083241	10007313	DAWN PATROL LLC	412 N MAYO #1	OH	09/26/2023	09/26/2023	MW	CX	$1,378.00
EP	EFT	00083242	10008010	JOSE C DE CASAS	222 N MAYO #C	OH	09/26/2023	09/26/2023	MW	CX	$1,472.00
EP	EFT	00083243	00247536	MOISES DE LA TORRE	1310	OH	09/26/2023	09/26/2023	MW	CX	$77.00
EP	EFT	00083244	10009986	DEBORAH R. JONES-EAZEL TRUSTEE	220 W COCOA	OH	09/26/2023	09/26/2023	MW	CX	$1,764.00
EP	EFT	00083245	10009827	DENIA L FERGUSON FAMILY TRUST	317 W PALM #5	OH	09/26/2023	09/26/2023	MW	CX	$2,906.00
EP	EFT	00083246	10007256	DESIDERIO LLC	601	OH	09/26/2023	09/26/2023	MW	CX	$1,117.00
EP	EFT	00083247	10010081	TAMANA K. DHALIWAL-GOODLOE	1351 1/2	OH	09/26/2023	09/26/2023	MW	CX	$2,597.00
EP	EFT	00083248	10009653	IRMA L DIAZ	803 E OAKS #A	OH	09/26/2023	09/26/2023	MW	CX	$2,849.00
EP	EFT	00083249	10007146	LAWRENCE DIGGS	1214 W 138TH	OH	09/26/2023	09/26/2023	MW	CX	$1,091.00
EP	EFT	00083250	10009319	BERDIE DILLON	1016 E OAKS	OH	09/26/2023	09/26/2023	MW	CX	$1,658.00
EP	EFT	00083251	10008927	DOROTHA CALLOWAY RVOC LIVING	115 W INDIGO	OH	09/26/2023	09/26/2023	MW	CX	$1,424.00
EP	EFT	00083252	10009570	VERA R DOUGLAS	543 SCHOOL ST	OH	09/26/2023	09/26/2023	MW	CX	$2,688.00
EP	EFT	00083253	10009696	DREAM PROPERTY MANAGEMENT LLC	104 E MYRRH	OH	09/26/2023	09/26/2023	MW	CX	$1,421.00
EP	EFT	00083254	10009606	DTAR PROPERTIES LLC	109 E COCOA	OH	09/26/2023	09/26/2023	MW	CX	$1,681.00
EP	EFT	00083255	10007810	ROY E DUMAS	526 W PALM	OH	09/26/2023	09/26/2023	MW	CX	$3,134.00
EP	EFT	00083256	10009828	E & E FAMILY PROPERTIES LLC	318 W	OH	09/26/2023	09/26/2023	MW	CX	$7,668.00
EP	EFT	00083257	10008678	ALICE J EDWARDS	220 OLEANDER	OH	09/26/2023	09/26/2023	MW	CX	$1,351.00
EP	EFT	00083258	10010033	ELIEZER ENGEL & THE DORN	801 N	OH	09/26/2023	09/26/2023	MW	CX	$1,379.00
EP	EFT	00083259	00291326	LILLIE ENGLISH	1113 VAN NESS	OH	09/26/2023	09/26/2023	MW	CX	$269.00

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Check	Payee ID	Payee Name	First Reference	Subs	Check Date	Cancel Date	Type	Status	Check Amount
EP EFT 00083260	10007204	ERICK R. ETHERIDGE	325MAGNL#327	OH	09/26/2023	09/26/2023	MW	CX	$5,326.00
EP EFT 00083261	10009661	EVA GROVER	118 BENNETT	OH	09/26/2023	09/26/2023	MW	CX	$3,240.00
EP EFT 00083262	10009569	CORLISS EVANS	217 TICHENOR	OH	09/26/2023	09/26/2023	MW	CX	$2,034.00
EP EFT 00083263	10007973	FAITHFUL CHURCH OF GOD IN CHRIST	1008 N	OH	09/26/2023	09/26/2023	MW	CX	$889.00
EP EFT 00083264	10009983	FAITHFUL RED LLC	323 W	OH	09/26/2023	09/26/2023	MW	CX	$5,106.00
EP EFT 00083265	10000123	WESLEY J FARRELL	1530 S	OH	09/26/2023	09/26/2023	MW	CX	$430.00
EP EFT 00083266	10007663	RUBEN FLOOD JR	12210 S WLBRK	OH	09/26/2023	09/26/2023	MW	CX	$1,045.00
EP EFT 00083267	10009826	JULIE S FRENCH	2206 W 134TH	OH	09/26/2023	09/26/2023	MW	CX	$1,525.00
EP EFT 00083268	10009385	ELIAS VELAZQUEZ GARCIA	1009 S WILBRK	OH	09/26/2023	09/26/2023	MW	CX	$2,552.00
EP EFT 00083269	10010106	SAMUEL D. GARCIA	457 W	OH	09/26/2023	09/26/2023	MW	CX	$1,991.00
EP EFT 00083270	10009936	UTA GARRETT	1517 BURRIS	OH	09/26/2023	09/26/2023	MW	CX	$1,304.00
EP EFT 00083271	10007202	VICTOR GARRETT	973 W 152ND	OH	09/26/2023	09/26/2023	MW	CX	$1,646.00
EP EFT 00083272	10009889	GHE RENTALS LLC	1408	OH	09/26/2023	09/26/2023	MW	CX	$3,323.00
EP EFT 00083273	10004309	MINNIE GIBSON FAMILY TRUST	1108	OH	09/26/2023	09/26/2023	MW	CX	$1,166.00
EP EFT 00083274	00336678	RAUL GODINEZ	2111 E 122ND	OH	09/26/2023	09/26/2023	MW	CX	$1,037.00
EP EFT 00083275	10008874	ALBELARDO GONZALEZ	1030 W REEVE	OH	09/26/2023	09/26/2023	MW	CX	$2,868.00
EP EFT 00083276	10009603	TAMESHIA GOODIN	2512 W	OH	09/26/2023	09/26/2023	MW	CX	$3,495.00
EP EFT 00083277	10001010	LOIS CARROLL GOODLOE	116 S	OH	09/26/2023	09/26/2023	MW	CX	$872.00
EP EFT 00083278	10008984	CRAIG D GORDON	2537 E 124TH	OH	09/26/2023	09/26/2023	MW	CX	$1,616.00
EP EFT 00083279	10004386	CHARLESTON J GRANTHAM	1927 W 138TH	OH	09/26/2023	09/26/2023	MW	CX	$975.00
EP EFT 00083280	10006194	RODNEY K GRAY	419 W	OH	09/26/2023	09/26/2023	MW	CX	$1,171.00
EP EFT 00083281	10008011	GREEN4 LLC	201 S WILLOW	OH	09/26/2023	09/26/2023	MW	CX	$4,407.00
EP EFT 00083282	10007772	DE ANDRE D GREENE	159 S	OH	09/26/2023	09/26/2023	MW	CX	$1,194.00
EP EFT 00083283	10008725	CHARMAINE Y GUMMS	1421 S TEMPLE	OH	09/26/2023	09/26/2023	MW	CX	$1,440.00
EP EFT 00083284	10001691	DONALD RAY HALL	2302 W	OH	09/26/2023	09/26/2023	MW	CX	$2,795.00
EP EFT 00083285	10005149	JONATHAN HAMMOND SR	1210 N ROSE	OH	09/26/2023	09/26/2023	MW	CX	$788.00
EP EFT 00083286	00367740	DAVID HANCOCK	1115 E PECK #A	OH	09/26/2023	09/26/2023	MW	CX	$4,836.00
EP EFT 00083287	10003818	FRANK HARRIS JR	1421 S	OH	09/26/2023	09/26/2023	MW	CX	$1,682.00
EP EFT 00083288	00369380	IVRY HARRIS	804 S MAYO	OH	09/26/2023	09/26/2023	MW	CX	$1,658.00
EP EFT 00083289	10005855	LOUIS D HARRIS	1031 W	OH	09/26/2023	09/26/2023	MW	CX	$6,217.00
EP EFT 00083290	10009821	HATTIE E MCDANIEL LIVING TRUST	1315	OH	09/26/2023	09/26/2023	MW	CX	$752.00
EP EFT 00083291	00370213	PHYLLIS HAYES	614 E ELM	OH	09/26/2023	09/26/2023	MW	CX	$1,377.00
EP EFT 00083292	10009521	HEALTHCARE CAREER	206 N SPRING	OH	09/26/2023	09/26/2023	MW	CX	$3,871.00
EP EFT 00083293	00372675	LONEAR W HEARD-DAVIS	103 E CYPRESS	OH	09/26/2023	09/26/2023	MW	CX	$3,036.00

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Check		Payee ID	Payee Name	First Reference	Subs	Check Date	Cancel Date	Type	Status	Check Amount
EP EFT	00083294	10009141	ALBERT L HEARVEY	223 S ACACIA	OH	09/26/2023	09/26/2023	MW	CX	$1,574.00
EP EFT	00083295	10005757	RAFAEL HEREDIA	424 PALM ST#A	OH	09/26/2023	09/26/2023	MW	CX	$6,607.00
EP EFT	00083296	10009938	KATHERYN HERRERA	123 E	OH	09/26/2023	09/26/2023	MW	CX	$1,435.00
EP EFT	00083297	10009354	LOTTIE H HILLIARD	913 CULVER #2	OH	09/26/2023	09/26/2023	MW	CX	$3,200.00
EP EFT	00083298	10002849	WAIL HINDI	211 JOHNSON	OH	09/26/2023	09/26/2023	MW	CX	$5,072.00
EP EFT	00083299	10009005	NICHOLAS S HOGAN	413	OH	09/26/2023	09/26/2023	MW	CX	$1,296.00
EP EFT	00083300	10004812	KEVIN OR SHEREDA HOLMES	1916	OH	09/26/2023	09/26/2023	MW	CX	$2,581.00
EP EFT	00083301	10003936	LEON C HOLMES	912 S NESTOR	OH	09/26/2023	09/26/2023	MW	CX	$1,036.00
EP EFT	00083302	00390050	JESSIE LEE HOWARD	331 W	OH	09/26/2023	09/26/2023	MW	CX	$844.00
EP EFT	00083303	10004362	JOAN HUGHES	604 CHESTER	OH	09/26/2023	09/26/2023	MW	CX	$1,769.00
EP EFT	00083304	10002177	KENNETH OR CHERYL HUNTER	1115	OH	09/26/2023	09/26/2023	MW	CX	$1,719.00
EP EFT	00083305	10009012	RICARDO IBARRA	417 E PALMER	OH	09/26/2023	09/26/2023	MW	CX	$1,341.00
EP EFT	00083306	10009492	MICHAEL IRVING	1511 SANTA FE	OH	09/26/2023	09/26/2023	MW	CX	$2,228.00
EP EFT	00083307	10002611	KIPLING JACKSON OR PAMELA WILLIAMS	2512 KNOPF	OH	09/26/2023	09/26/2023	MW	CX	$1,882.00
EP EFT	00083308	00418940	CHARLES L & SANDRA E A JACKSON	974 W 152ND	OH	09/26/2023	09/26/2023	MW	CX	$3,204.00
EP EFT	00083309	10009520	SHANNON JACKSON	2309 W	OH	09/26/2023	09/26/2023	MW	CX	$1,576.00
EP EFT	00083310	00419085	THERON JACKSON	1410 W 131ST	OH	09/26/2023	09/26/2023	MW	CX	$1,736.00
EP EFT	00083311	10010037	JACQUELINE A. CELESTINE	1725 N	OH	09/26/2023	09/26/2023	MW	CX	$1,747.00
EP EFT	00083312	10009506	JACQUELINE HIGGINS	1485 W 155TH	OH	09/26/2023	09/26/2023	MW	CX	$1,428.00
EP EFT	00083313	00419300	ANTHONY F JAMES	126 TICHENOR	OH	09/26/2023	09/26/2023	MW	CX	$1,547.00
EP EFT	00083314	10003304	MESHA JAMES	2519 W	OH	09/26/2023	09/26/2023	MW	CX	$1,213.00
EP EFT	00083315	10009988	PATRICIA JEFFERSON	816 SANTA FE	OH	09/26/2023	09/26/2023	MW	CX	$2,188.00
EP EFT	00083316	10009393	JEFFERY HARRIS TRUST	1919 E 122ND	OH	09/26/2023	09/26/2023	MW	CX	$846.00
EP EFT	00083317	10002095	BILLIE L JOHNSON	1304	OH	09/26/2023	09/26/2023	MW	CX	$10,747.00
EP EFT	00083318	10002235	JAMES OR EULA JOHNSON	129	OH	09/26/2023	09/26/2023	MW	CX	$1,540.00
EP EFT	00083319	10004361	DIANE E JOHNSON-WALKER	832 W 137TH ST	OH	09/26/2023	09/26/2023	MW	CX	$1,312.00
EP EFT	00083320	10009452	CHRISTOPHER M JONES	453 W	OH	09/26/2023	09/26/2023	MW	CX	$1,020.00
EP EFT	00083321	10009607	DARRYL JONES	712 S ACACIA	OH	09/26/2023	09/26/2023	MW	CX	$2,494.00
EP EFT	00083322	00436671	DAVID JONES	1420 S BURRIS	OH	09/26/2023	09/26/2023	MW	CX	$1,088.00
EP EFT	00083323	10009609	DERON JONES	114 S HARRIS	OH	09/26/2023	09/26/2023	MW	CX	$996.00
EP EFT	00083324	10008620	HENRY JONES	2017 DERN	OH	09/26/2023	09/26/2023	MW	CX	$422.00
EP EFT	00083325	00436764	JAMES OTIS JONES	309 S CENTRAL	OH	09/26/2023	09/26/2023	MW	CX	$1,272.00
EP EFT	00083326	10008951	MONA JONES	925	OH	09/26/2023	09/26/2023	MW	CX	$649.00
EP EFT	00083327	10009507	KALIEV CLINTON AND EBONY CLINTON	1511 S	OH	09/26/2023	09/26/2023	MW	CX	$1,533.00

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Check	Payee ID	Payee Name	First Reference	Subs	Check Date	Cancel Date	Type	Status	Check Amount
EP EFT 00083328	10009519	KAY STREET INVESTMENTS LLC	1613 E KAY ST	OH	09/26/2023	09/26/2023	MW	CX	$1,535.00
EP EFT 00083329	10002783	ALLEN J KENNETT	220 BENNETT	OH	09/26/2023	09/26/2023	MW	CX	$4,046.00
EP EFT 00083330	00453865	BARBARA KEYES	215	OH	09/26/2023	09/26/2023	MW	CX	$1,141.00
EP EFT 00083331	10005479	DAWIT KIDANE	502 W	OH	09/26/2023	09/26/2023	MW	CX	$3,891.00
EP EFT 00083332	10008318	KIM HOA INVESTMENTS LLC	116 E	OH	09/26/2023	09/26/2023	MW	CX	$10,327.00
EP EFT 00083333	10009028	MICHAEL KING	202 N SPRING	OH	09/26/2023	09/26/2023	MW	CX	$1,105.00
EP EFT 00083334	10009897	KIP C. CYPRUS	123 W	OH	09/26/2023	09/26/2023	MW	CX	$5,049.00
EP EFT 00083335	10009855	KNM PROPERTY MANAGEMENT INC	908 W SCHOOL	OH	09/26/2023	09/26/2023	MW	CX	$1,530.00
EP EFT 00083336	10009597	MAI NGOC LAM	2268 E LUCIEN	OH	09/26/2023	09/26/2023	MW	CX	$1,296.00
EP EFT 00083337	10007410	TRACEY M LAWRENCE	12014	OH	09/26/2023	09/26/2023	MW	CX	$1,546.00
EP EFT 00083338	10002747	GERALD LEE	1003 E PECK #D	OH	09/26/2023	09/26/2023	MW	CX	$815.00
EP EFT 00083339	10004945	HELEN LEE	428 MAGNOLIA	OH	09/26/2023	09/26/2023	MW	CX	$1,594.00
EP EFT 00083340	10007470	GREGORY LEVY	506 S	OH	09/26/2023	09/26/2023	MW	CX	$1,650.00
EP EFT 00083341	10008597	FUMEI LIU	903 ACACIA	OH	09/26/2023	09/26/2023	MW	CX	$5,469.00
EP EFT 00083342	00475640	HESTER B LIVELY	2105 N	OH	09/26/2023	09/26/2023	MW	CX	$813.00
EP EFT 00083343	10006149	HECTOR R LOPEZ	710 VAN NESS	OH	09/26/2023	09/26/2023	MW	CX	$742.00
EP EFT 00083344	10009095	JOSUE LOPEZ	122 N SANTA	OH	09/26/2023	09/26/2023	MW	CX	$1,440.00
EP EFT 00083345	10009240	LOS ANGELES COUNTY DEVELOPMENT	8111STEWART	OH	09/26/2023	09/26/2023	MW	CX	$8,029.96
EP EFT 00083346	00510837	GREGORY LOWE	215 W	OH	09/26/2023	09/26/2023	MW	CX	$1,399.00
EP EFT 00083347	00510826	ALMA LURRY	1131 E 144TH	OH	09/26/2023	09/26/2023	MW	CX	$744.00
EP EFT 00083348	10006520	DANIELLE C LYLES	1310 S	OH	09/26/2023	09/26/2023	MW	CX	$612.00
EP EFT 00083349	10005603	ASHOK OR MANJU MADAN	2128 W	OH	09/26/2023	09/26/2023	MW	CX	$1,530.00
EP EFT 00083350	10007028	EARTHA MADISON JR	1931 W 132ND	OH	09/26/2023	09/26/2023	MW	CX	$1,619.00
EP EFT 00083351	00519610	ARIL MANNING	419 S	OH	09/26/2023	09/26/2023	MW	CX	$1,123.00
EP EFT 00083352	00519612	CARDELL MANNING	1815 SANTA FE	OH	09/26/2023	09/26/2023	MW	CX	$1,252.00
EP EFT 00083353	10004991	MARTIN TEMPLE AME ZION CHURCH	607 N SANTA	OH	09/26/2023	09/26/2023	MW	CX	$775.00
EP EFT 00083354	10003674	GIOVANNI MARTINEZ	218 1/2 N	OH	09/26/2023	09/26/2023	MW	CX	$4,542.00
EP EFT 00083355	10008823	RUBY L MATTHEWS	317 E ELM	OH	09/26/2023	09/26/2023	MW	CX	$849.00
EP EFT 00083356	10004590	ARTHUR OR VALENCIA MAYFIELD	117 W	OH	09/26/2023	09/26/2023	MW	CX	$325.00
EP EFT 00083357	00539158	EVERLEANE B MAYFIELD	806 N CULVER	OH	09/26/2023	09/26/2023	MW	CX	$758.00
EP EFT 00083358	00549184	GLORIA J HUFF MC QUEEN	799 E PINE	OH	09/26/2023	09/26/2023	MW	CX	$1,682.00
EP EFT 00083359	10008763	AAKASH MEHTA	800 N	OH	09/26/2023	09/26/2023	MW	CX	$3,439.00
EP EFT 00083360	10006256	CARLOS MENDEZ	400 N ACACIA	OH	09/26/2023	09/26/2023	MW	CX	$1,296.00
EP EFT 00083361	00550662	IGNACIO IBARRA MENDEZ	119 CYPRESS	OH	09/26/2023	09/26/2023	MW	CX	$1,715.00

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Check			Payee ID	Payee Name	First Reference	Subs	Check Date	Cancel Date	Type	Status	Check Amount
EP	EFT	00083362	00550657	JUAN B MENDEZ	839 W MAPLE	OH	09/26/2023	09/26/2023	MW	CX	$6,548.00
EP	EFT	00083363	10009784	KIMBERLY MERINO	119 TICHENOR	OH	09/26/2023	09/26/2023	MW	CX	$839.00
EP	EFT	00083364	00557598	EULOS & BEVERLY MILLER	1212 E PALMER	OH	09/26/2023	09/26/2023	MW	CX	$4,435.00
EP	EFT	00083365	10007393	APRIL D MITCHELL	2208 LOCUST	OH	09/26/2023	09/26/2023	MW	CX	$1,818.00
EP	EFT	00083366	10007909	KINGSLEY M MMEJE	805SANTAFE#	OH	09/26/2023	09/26/2023	MW	CX	$3,676.00
EP	EFT	00083367	10005960	LETICIA MONTOYA	937 W 133RD	OH	09/26/2023	09/26/2023	MW	CX	$1,853.00
EP	EFT	00083368	10008455	FELICIA MOODY	727 PAULSON	OH	09/26/2023	09/26/2023	MW	CX	$1,125.00
EP	EFT	00083369	10009135	BILLIE JO MOORE	14701	OH	09/26/2023	09/26/2023	MW	CX	$746.00
EP	EFT	00083370	10004870	KAREN MORALES OR ANDREW MORALES	89 POINSETTA	OH	09/26/2023	09/26/2023	MW	CX	$2,553.00
EP	EFT	00083371	00580940	MARJIE P MOSLEY	529 W	OH	09/26/2023	09/26/2023	MW	CX	$912.00
EP	EFT	00083372	00580945	ROY LEE MOSLEY	1816 E KAY ST	OH	09/26/2023	09/26/2023	MW	CX	$546.00
EP	EFT	00083373	10003588	JOE MOTEN JR	406ACACIA#AS	OH	09/26/2023	09/26/2023	MW	CX	$2,146.00
EP	EFT	00083374	10009824	NADIA MUNDY-WALKER	609	OH	09/26/2023	09/26/2023	MW	CX	$1,251.00
EP	EFT	00083375	10007465	OSCAR A MUNOZ	1021	OH	09/26/2023	09/26/2023	MW	CX	$777.00
EP	EFT	00083376	00685042	OXFORD MURRAY	412 N WILLOW	OH	09/26/2023	09/26/2023	MW	CX	$1,330.00
EP	EFT	00083377	10002505	CRISANTO NEVAREZ	421	OH	09/26/2023	09/26/2023	MW	CX	$1,458.00
EP	EFT	00083378	10007445	NGAN FAMILY TRUST	314 W	OH	09/26/2023	09/26/2023	MW	CX	$2,405.00
EP	EFT	00083379	10009757	HAP THI NGUYEN	1028 GRANDEE	OH	09/26/2023	09/26/2023	MW	CX	$4,105.00
EP	EFT	00083380	10005888	JAMES OGBURN	516 W CEDAR	OH	09/26/2023	09/26/2023	MW	CX	$680.00
EP	EFT	00083381	10002863	KATHY OH & TIMOTHY DEBAETS	502 W	OH	09/26/2023	09/26/2023	MW	CX	$5,878.00
EP	EFT	00083382	10008173	JULIE ANN OH	909 S	OH	09/26/2023	09/26/2023	MW	CX	$1,384.00
EP	EFT	00083383	10005858	RUTH C OLMSTED	707 N ROSE	OH	09/26/2023	09/26/2023	MW	CX	$768.00
EP	EFT	00083384	10009189	OMG MARKETING VENTURES INC	200 CYPRESS	OH	09/26/2023	09/26/2023	MW	CX	$2,444.00
EP	EFT	00083385	00650905	ORANGE COUNTY HOUSING AUTHORITY	9372 VALLEY	OH	09/26/2023	09/26/2023	MW	CX	$4,807.42
EP	EFT	00083386	10004725	CHIERE J. OR HAROLD L. OWENS	2321 E MYRRH	OH	09/26/2023	09/26/2023	MW	CX	$1,800.00
EP	EFT	00083387	10009816	JOSE FELIZ PADILLA	457 W	OH	09/26/2023	09/26/2023	MW	CX	$1,991.00
EP	EFT	00083388	10003427	ESTATE OF OLLIE LEE PALMER	1926 W 137TH	OH	09/26/2023	09/26/2023	MW	CX	$764.00
EP	EFT	00083389	10009544	TAMARA MELTON PARKS	623 KEENE	OH	09/26/2023	09/26/2023	MW	CX	$2,186.00
EP	EFT	00083390	10007447	MARIO C PERES	441 S	OH	09/26/2023	09/26/2023	MW	CX	$216.00
EP	EFT	00083391	10009052	PI PROPERTIES NO 34 LLC	2234 EL SEGUN	OH	09/26/2023	09/26/2023	MW	CX	$2,335.00
EP	EFT	00083392	10009106	PI PROPERTIES NO 86 LLC	119 E	OH	09/26/2023	09/26/2023	MW	CX	$1,342.00
EP	EFT	00083393	10009476	CLARISSA PINTO RIBEIRO	122 E INDIGO	OH	09/26/2023	09/26/2023	MW	CX	$1,882.00
EP	EFT	00083394	10003687	MINTHORNE POLE	1010 W 129TH	OH	09/26/2023	09/26/2023	MW	CX	$156.00
EP	EFT	00083395	10009882	VELMA POPLAR	740 W 130TH ST	OH	09/26/2023	09/26/2023	MW	CX	$4,139.00

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Check	Payee ID	Payee Name	First Reference	Subs	Check Date	Cancel Date	Type	Status	Check Amount
EP EFT 00083396	10009794	VALERIE E. PORTER	2703 W	OH	09/26/2023	09/26/2023	MW	CX	$1,414.00
EP EFT 00083397	10007602	ANDREA Y OR PAMELA EDWARDS	126 N BURRIS	OH	09/26/2023	09/26/2023	MW	CX	$836.00
EP EFT 00083398	10003215	RENAE L POWELL	533 ALMOND	OH	09/26/2023	09/26/2023	MW	CX	$916.00
EP EFT 00083399	10009848	PRADO REAL ESTATE	629 PALMER	OH	09/26/2023	09/26/2023	MW	CX	$1,302.00
EP EFT 00083400	10008985	DIANE PRINCE	122 1/2 REEVE	OH	09/26/2023	09/26/2023	MW	CX	$1,168.00
EP EFT 00083401	00714515	LAWRENCE M RAMSEY	208 SANTA FE	OH	09/26/2023	09/26/2023	MW	CX	$5,070.00
EP EFT 00083402	10007409	MONA RANDLE	2715 W 132ND	OH	09/26/2023	09/26/2023	MW	CX	$1,220.00
EP EFT 00083403	10009641	REAL CHOICE MGMT INC	413 LAUREL #6	OH	09/26/2023	09/26/2023	MW	CX	$9,310.00
EP EFT 00083404	10009536	REBECCA OPONG	1036 GRANDEE	OH	09/26/2023	09/26/2023	MW	CX	$1,709.00
EP EFT 00083405	10006011	GARY A REECE	922	OH	09/26/2023	09/26/2023	MW	CX	$3,702.00
EP EFT 00083406	10009619	RENNAL BARNES	616 ROSE AVE	OH	09/26/2023	09/26/2023	MW	CX	$1,486.00
EP EFT 00083407	10007678	DANIELA REYES	2536 EL	OH	09/26/2023	09/26/2023	MW	CX	$2,600.00
EP EFT 00083408	10008873	ANDREW REYNOLDS	2028	OH	09/26/2023	09/26/2023	MW	CX	$1,861.00
EP EFT 00083409	10003430	MIKE RIOS	938 W SCHOOL	OH	09/26/2023	09/26/2023	MW	CX	$618.00
EP EFT 00083410	10008989	RENEE RIOS	128	OH	09/26/2023	09/26/2023	MW	CX	$10,405.00
EP EFT 00083411	10007290	GILBERTO RIVERA	707 BARCLAY	OH	09/26/2023	09/26/2023	MW	CX	$1,365.00
EP EFT 00083412	10009632	RJS FINANCIAL INC	329 MAGNOLIA	OH	09/26/2023	09/26/2023	MW	CX	$4,715.00
EP EFT 00083413	10007154	VENUS J M ROBERTS	2408 1/2 E	OH	09/26/2023	09/26/2023	MW	CX	$1,033.00
EP EFT 00083414	10008347	IRENE OR MARVIN K ROBINSON	1416	OH	09/26/2023	09/26/2023	MW	CX	$2,094.00
EP EFT 00083415	10002268	MICHELLE A GLASPIE ROBINSON	2707 BILLINGS	OH	09/26/2023	09/26/2023	MW	CX	$1,786.00
EP EFT 00083416	10006175	ERIK ROGERS	470 MAGNOLIA	OH	09/26/2023	09/26/2023	MW	CX	$4,320.00
EP EFT 00083417	10005604	CRISTINA ROJO	431 W PEACH	OH	09/26/2023	09/26/2023	MW	CX	$1,575.00
EP EFT 00083418	10009305	ROSECRANS AVE PROPERTY LLC	1546 E KAY ST	OH	09/26/2023	09/26/2023	MW	CX	$3,297.00
EP EFT 00083419	10002723	CINDY ROSS	436 W PALM #B	OH	09/26/2023	09/26/2023	MW	CX	$1,735.00
EP EFT 00083420	10004464	AQUIL SAAFIR	705 N	OH	09/26/2023	09/26/2023	MW	CX	$2,367.00
EP EFT 00083421	00753912	JOSE OR VICTORIA SALAZAR	1715 N LARGO	OH	09/26/2023	09/26/2023	MW	CX	$940.00
EP EFT 00083422	10007553	LILLIAN SALDANA-SIMONIAN	1010 S	OH	09/26/2023	09/26/2023	MW	CX	$3,034.00
EP EFT 00083423	10009608	JOSE SANCHEZ	501 N CRANE	OH	09/26/2023	09/26/2023	MW	CX	$1,327.00
EP EFT 00083424	10001565	ICILDA SANFORD	905 N	OH	09/26/2023	09/26/2023	MW	CX	$1,045.00
EP EFT 00083425	10007891	SANTA FE APARTMENTS CORP	2010 SANTA FE	OH	09/26/2023	09/26/2023	MW	CX	$2,926.00
EP EFT 00083426	10008492	SCTHU LLC	891 W	OH	09/26/2023	09/26/2023	MW	CX	$644.00
EP EFT 00083427	10008622	SCWJ LLC	500 WILLOBRK	OH	09/26/2023	09/26/2023	MW	CX	$8,857.00
EP EFT 00083428	10003794	CHARLES A SEALS	335 W MYRRH	OH	09/26/2023	09/26/2023	MW	CX	$832.00
EP EFT 00083429	10002381	MAXIMILIANO S & CONCEPCION SEGOVIA	112 E	OH	09/26/2023	09/26/2023	MW	CX	$1,664.00

City of Compton

Consolidated Checks Register

09/01/2023 to 09/30/2023 Job Number: 1761381

Check	Payee ID	Payee Name	First Reference	Subs	Check Date	Cancel Date	Type	Status	Check Amount
EP EFT 00083430	10009930	THOMAS SELETOS	417 1/2	OH	09/26/2023	09/26/2023	MW	CX	$1,547.00
EP EFT 00083431	10009567	JOYA SETTLE	1020 GRANDEE	OH	09/26/2023	09/26/2023	MW	CX	$4,240.00
EP EFT 00083432	10002893	VERGIE E SEYMORE	718 E COCOA	OH	09/26/2023	09/26/2023	MW	CX	$3,534.00
EP EFT 00083433	10007653	DONALD SHAW SR.	715 GRAPE CIR	OH	09/26/2023	09/26/2023	MW	CX	$1,056.00
EP EFT 00083434	10009560	TRACY D SHAW	1204 S	OH	09/26/2023	09/26/2023	MW	CX	$1,736.00
EP EFT 00083435	10009197	SHELTER FIRST LLC	319 1/2	OH	09/26/2023	09/26/2023	MW	CX	$6.00
EP EFT 00083436	00785020	LEE & SARAH SHELTON	204 S WARD	OH	09/26/2023	09/26/2023	MW	CX	$1,300.00
EP EFT 00083437	00785022	DEBRA A SHELTON-LOVE	15529 FRAILEY	OH	09/26/2023	09/26/2023	MW	CX	$4,573.00
EP EFT 00083438	10009165	MANDI SHERMAN	218 MAYO #B	OH	09/26/2023	09/26/2023	MW	CX	$494.00
EP EFT 00083439	10009876	SIOF 4 PROPERTIES LLC	15412ATLANTI	OH	09/26/2023	09/26/2023	MW	CX	$2,284.00
EP EFT 00083440	10009058	TATIANA SMITH	14708	OH	09/26/2023	09/26/2023	MW	CX	$1,482.00
EP EFT 00083441	10003377	TYRONE SMITH	408 W PALM #B	OH	09/26/2023	09/26/2023	MW	CX	$5,721.00
EP EFT 00083442	00794035	WILBERT OR LEE ETTA SMITH	216 S PANNES	OH	09/26/2023	09/26/2023	MW	CX	$1,416.00
EP EFT 00083443	00794045	YOLANDA Y SMITH	2810 LANTANA	OH	09/26/2023	09/26/2023	MW	CX	$1,249.00
EP EFT 00083444	10009421	SOLA IMPACT FUND II LP	14710	OH	09/26/2023	09/26/2023	MW	CX	$867.00
EP EFT 00083445	00806543	ASHOK K SOOD OR SUSHAM SOOD	2112 COMPTON	OH	09/26/2023	09/26/2023	MW	CX	$4,975.00
EP EFT 00083446	10008635	SOUTHWESTERN ENTERPRISES	922 N SLOAN	OH	09/26/2023	09/26/2023	MW	CX	$2,749.00
EP EFT 00083447	10005484	DEBRA E SPEARS	585 W COCOA	OH	09/26/2023	09/26/2023	MW	CX	$1,724.00
EP EFT 00083448	10009975	RICKY A SPIRES	1406 W 132NDD	OH	09/26/2023	09/26/2023	MW	CX	$1,564.00
EP EFT 00083449	00840175	EUGENE & VERNA ST AMANT	113 CYPRESS	OH	09/26/2023	09/26/2023	MW	CX	$3,182.00
EP EFT 00083450	10003524	JOHNNY STALLWORTH II	131 CYPRESS	OH	09/26/2023	09/26/2023	MW	CX	$963.00
EP EFT 00083451	10003774	ALEX STAMIRES	216 SANTA FE	OH	09/26/2023	09/26/2023	MW	CX	$8,998.00
EP EFT 00083452	10009937	STANDARD AVENUE APARTMENTS LP	14733 S	OH	09/26/2023	09/26/2023	MW	CX	$1,714.00
EP EFT 00083453	10008876	STANLEY & LEATRICE JOHNSON	12407 WILMG	OH	09/26/2023	09/26/2023	MW	CX	$1,170.00
EP EFT 00083454	00853440	JOSEPH STEPHEN	933 GRANDEE	OH	09/26/2023	09/26/2023	MW	CX	$5,434.00
EP EFT 00083455	10002895	AMBROSE STEVENS	705	OH	09/26/2023	09/26/2023	MW	CX	$7,148.00
EP EFT 00083456	10009217	SVPP PROPERTIES LLC	107 E	OH	09/26/2023	09/26/2023	MW	CX	$1,351.00
EP EFT 00083457	10009162	SYCLE GROUP LLC	1020 COMPTON	OH	09/26/2023	09/26/2023	MW	CX	$4,623.00
EP EFT 00083458	10006571	TERRY LYNN TASBY	113 S LOCUST	OH	09/26/2023	09/26/2023	MW	CX	$829.00
EP EFT 00083459	10008294	DELETHA TAYLOR	908 MYRRH	OH	09/26/2023	09/26/2023	MW	CX	$1,396.00
EP EFT 00083460	10008225	JACQUELINE TAYLOR	2244 E	OH	09/26/2023	09/26/2023	MW	CX	$2,133.00
EP EFT 00083461	00867941	LAVERNE TAYLOR	400 S WARD	OH	09/26/2023	09/26/2023	MW	CX	$787.00
EP EFT 00083462	10007218	TDB CONSULTING SOLUTIONS INC	1041 W REEVE	OH	09/26/2023	09/26/2023	MW	CX	$6,964.00
EP EFT 00083463	10009849	THE EAGLES LIVING TRUST/	2312 W 152ND	OH	09/26/2023	09/26/2023	MW	CX	$1,663.00

City of Compton

Consolidated Checks Register

09/01/2023 to 09/30/2023 Job Number: 1761381

Check			Payee ID	Payee Name	First Reference	Subs	Check Date	Cancel Date	Type	Status	Check Amount
EP	EFT	00083464	10009489	THE JETTIE K BUTLER TRUST ESTATE	628 W SCHOOL	OH	09/26/2023	09/26/2023	MW	CX	$1,612.00
EP	EFT	00083465	10009880	THE PUDE FAMILY TRUST	200 JOHNSON	OH	09/26/2023	09/26/2023	MW	CX	$1,434.00
EP	EFT	00083466	10004137	EVELYN THIBEAUX	1019 W	OH	09/26/2023	09/26/2023	MW	CX	$722.00
EP	EFT	00083467	00878134	BERDIS THOMPSON	1318 S CENTER	OH	09/26/2023	09/26/2023	MW	CX	$979.00
EP	EFT	00083468	00878176	JERRY D THORNTON	1214	OH	09/26/2023	09/26/2023	MW	CX	$1,747.00
EP	EFT	00083469	10003731	EVA J TOLBERT	1320 S TEMPLE	OH	09/26/2023	09/26/2023	MW	CX	$8,420.00
EP	EFT	00083470	10009122	ALEXANDRU TOLOCENCO	2543 W	OH	09/26/2023	09/26/2023	MW	CX	$1,066.00
EP	EFT	00083471	10003275	LATANYA J ALLEN TOWNSEND	2103 SAN	OH	09/26/2023	09/26/2023	MW	CX	$1,671.00
EP	EFT	00083472	10009666	TURMEL WOODS	810 W	OH	09/26/2023	09/26/2023	MW	CX	$1,845.00
EP	EFT	00083473	10009761	TURNER BOBBIT IRREVOCABLE TRUST	474 W	OH	09/26/2023	09/26/2023	MW	CX	$1,230.00
EP	EFT	00083474	10007291	ARENA M. TURNER-COPELAND	631 SPRUCE #B	OH	09/26/2023	09/26/2023	MW	CX	$2,166.00
EP	EFT	00083475	10008704	JOSEPHINE TWINE	423 SPRUCE #A	OH	09/26/2023	09/26/2023	MW	CX	$1,415.00
EP	EFT	00083476	10008118	MJENZI R UJAMAA	923 1/2	OH	09/26/2023	09/26/2023	MW	CX	$3,095.00
EP	EFT	00083477	10009964	IRENE URIBE	155 S	OH	09/26/2023	09/26/2023	MW	CX	$1,830.00
EP	EFT	00083478	10009967	GLORIA VALDEZ	1600	OH	09/26/2023	09/26/2023	MW	CX	$1,269.00
EP	EFT	00083479	10008486	SHEILA VASQUEZ	603 N SLOAN	OH	09/26/2023	09/26/2023	MW	CX	$1,562.00
EP	EFT	00083480	10007811	JOSE MANUEL VILLALOBOS	500	OH	09/26/2023	09/26/2023	MW	CX	$1,282.00
EP	EFT	00083481	10003078	DONALD S WADE	701 SANTA FE	OH	09/26/2023	09/26/2023	MW	CX	$1,021.00
EP	EFT	00083482	10010096	DIANE WALDER GROOMES	120MAPLE#AS	OH	09/26/2023	09/26/2023	MW	CX	$4,913.00
EP	EFT	00083483	00927108	DARREN WALKER	16518 CARESS	OH	09/26/2023	09/26/2023	MW	CX	$1,731.00
EP	EFT	00083484	00927110	JAMES WALKER	247 S	OH	09/26/2023	09/26/2023	MW	CX	$968.00
EP	EFT	00083485	10003052	GAIL M WASHINGTON	305 W MYRRH	OH	09/26/2023	09/26/2023	MW	CX	$765.00
EP	EFT	00083486	00936220	WATTS LABOR COMMUNITY ACTION	2009 E 122ND	OH	09/26/2023	09/26/2023	MW	CX	$763.00
EP	EFT	00083487	00887075	WILLIE A WATTS-TROUTMAN	405 W PLUM ST	OH	09/26/2023	09/26/2023	MW	CX	$708.00
EP	EFT	00083488	00942665	JESSE R or YVONNE A WEBB	1362 BENNETT	OH	09/26/2023	09/26/2023	MW	CX	$2,392.00
EP	EFT	00083489	10009532	WESTM L LLC	2327 MYRRH #J	OH	09/26/2023	09/26/2023	MW	CX	$7,718.00
EP	EFT	00083490	10009785	WIILIAM L. EDWARDS AND	519 S	OH	09/26/2023	09/26/2023	MW	CX	$4,657.00
EP	EFT	00083491	10008202	WILBERT JR& ALTHEA WILLIAMS LVNG	217 N BURRIS	OH	09/26/2023	09/26/2023	MW	CX	$5,914.00
EP	EFT	00083492	10002417	MONIQUE WILKES	1308 OAKS #D	OH	09/26/2023	09/26/2023	MW	CX	$4,765.00
EP	EFT	00083493	10008430	LTASHIKA WILLIAMS	519 W PALM ST	OH	09/26/2023	09/26/2023	MW	CX	$1,704.00
EP	EFT	00083494	00967610	TYRONE OR GERALDINE WILLIAMS	712 POINSET	OH	09/26/2023	09/26/2023	MW	CX	$3,022.00
EP	EFT	00083495	10006262	MARIE WILLIS	14716 FRAILEY	OH	09/26/2023	09/26/2023	MW	CX	$1,607.00
EP	EFT	00083496	10004499	FRANK B WINKFIELD JR	712 THORSON	OH	09/26/2023	09/26/2023	MW	CX	$1,264.00
EP	EFT	00083497	10006332	WISE CAPITAL LLC	123 W SCHOOL	OH	09/26/2023	09/26/2023	MW	CX	$1,252.00

City of Compton

Consolidated Checks Register

09/01/2023 to 09/30/2023 Job Number: 1761381

Check	Payee ID	Payee Name	First Reference	Subs	Check Date	Cancel Date	Type	Status	Check Amount
EP EFT 00083498	00970020	JOHNNY OR PEGGIE WITHERS	1310 E PECK ST	OH	09/26/2023	09/26/2023	MW	CX	$7,719.00
EP EFT 00083499	10003218	BILLIE WOODS	215 N CULVER	OH	09/26/2023	09/26/2023	MW	CX	$1,334.00
EP EFT 00083500	10009802	WYN DIXIE CORPORTION	445 W	OH	09/26/2023	09/26/2023	MW	CX	$1,423.00

** S O R T T O T A L S **

Cancelled: $2,388,508.38
EP Group Total: $2,388,508.38

SA CHK 00002023	00561298	MOBILE MINI INC	9018621083	OH	09/19/2023		MW	IS	$669.40
SA CHK 00002024	10004183	NEW WEST LANDSCAPING	4186	OH	09/19/2023		MW	IS	$3,249.00

** S O R T T O T A L S **

Issued: $3,918.40
SA Group Total: $3,918.40

**** G R A N D T O T A L S ****

Grand Total: $4,022,529.89

First Quarter Investment Report

CITY OF COMPTON CITY TREASURER'S OFFICE

NOVEMBER 7, 2023

Presentation Overview

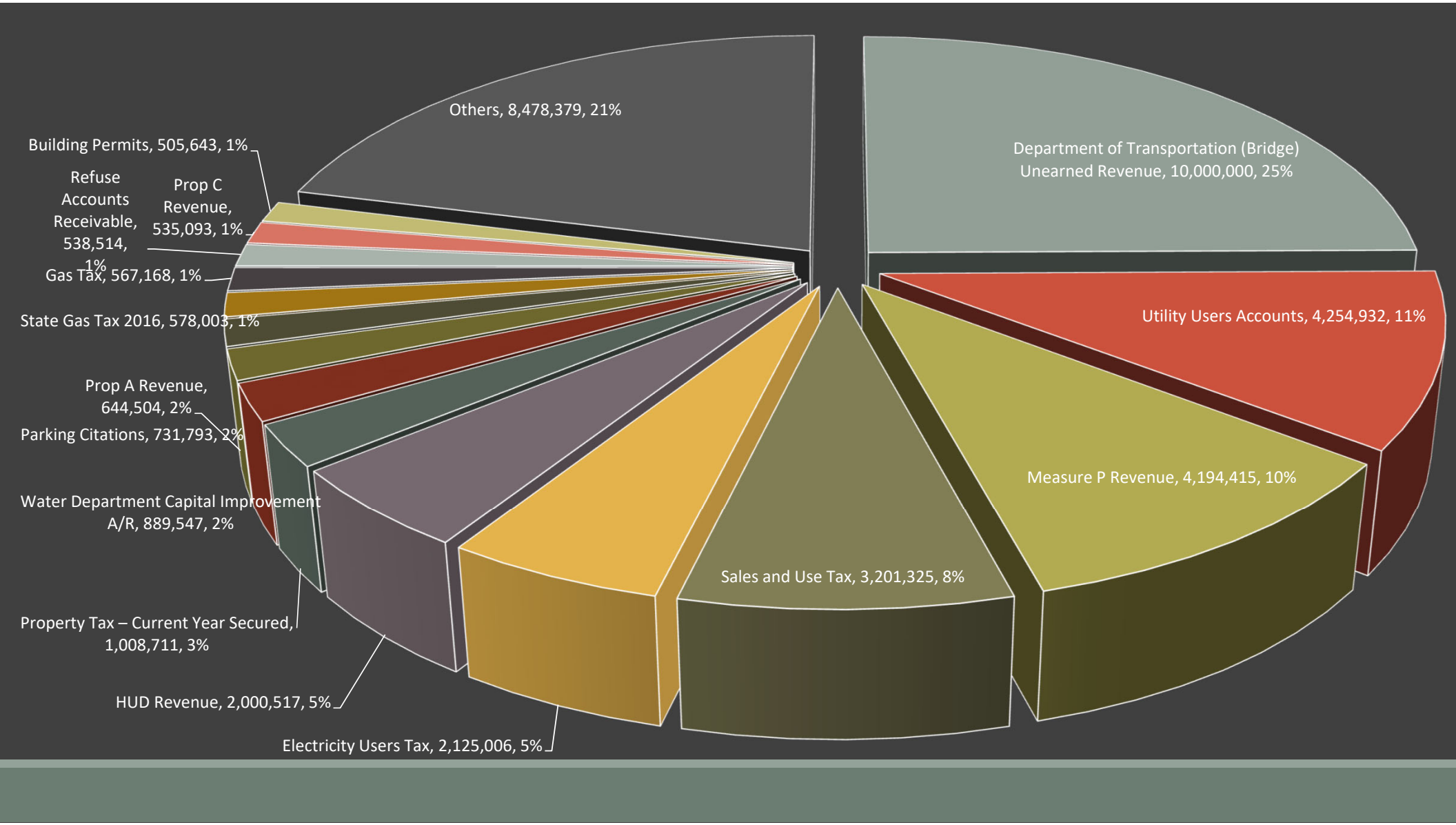
- Purpose of the Report
- Revenue
- Expenditures
- Cash Balances
- Investments
- Next Steps

Purpose of the Report

- The purpose of the report is to provide the Residents, City Council, and stakeholders an overview of the City's revenue, expenditures, cash balances and investments for the First Quarter of the 2023/2024 Fiscal Year (FY 2024).
- This report is not intended to serve as an audited statement of the City's financials.

Revenue

- The City of Compton collects revenue from a variety of sources. During the first quarter, the Treasurer's Office recorded revenue from more than 115 sources.
- Total unaudited revenue for the period, July 1, 2023 through September 30, 2023, is $40,253,550.

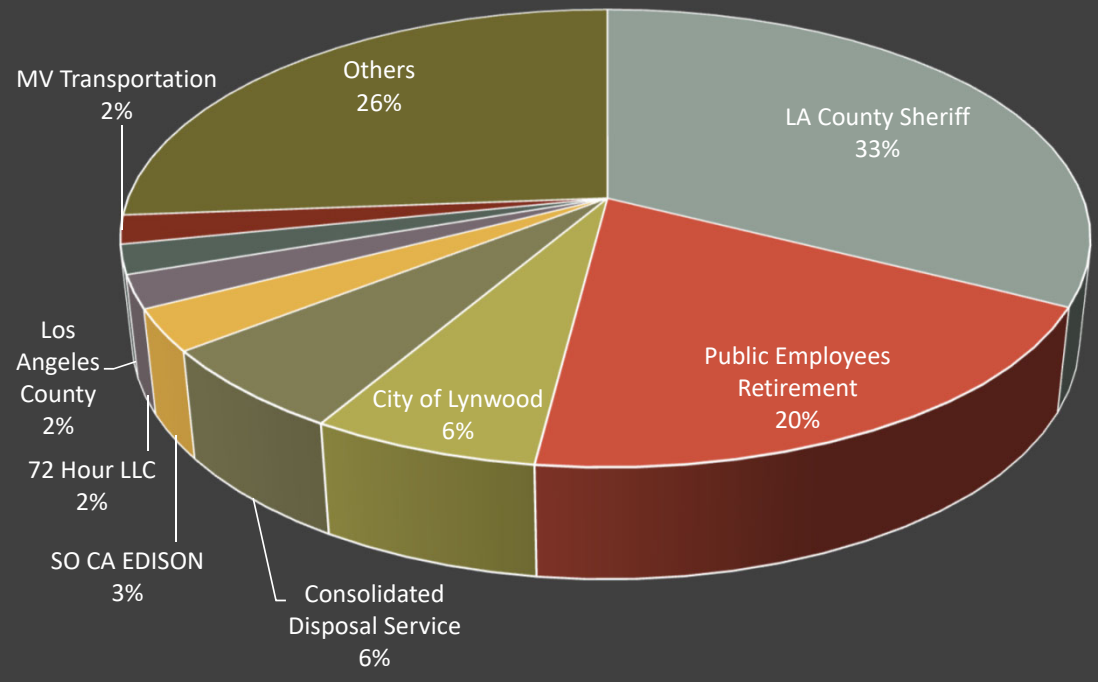

Others, 8,478,379, 21%
Department of Transportation (Bridge) Unearned Revenue, 10,000,000, 25%
Building Permits, 505,643, 1%
Refuse Accounts Receivable, 538,514, 1%
Prop C Revenue, 535,093, 1%
Gas Tax, 567,168, 1%
State Gas Tax 2016, 578,003, 1%
Utility Users Accounts, 4,254,932, 11%
Prop A Revenue, 644,504, 2%
Parking Citations, 731,793, 2%
Measure P Revenue, 4,194,415, 10%
Water Department Capital Improvement A/R, 889,547, 2%
Sales and Use Tax, 3,201,325, 8%
Property Tax – Current Year Secured, 1,008,711, 3%
HUD Revenue, 2,000,517, 5%
Electricity Users Tax, 2,125,006, 5%

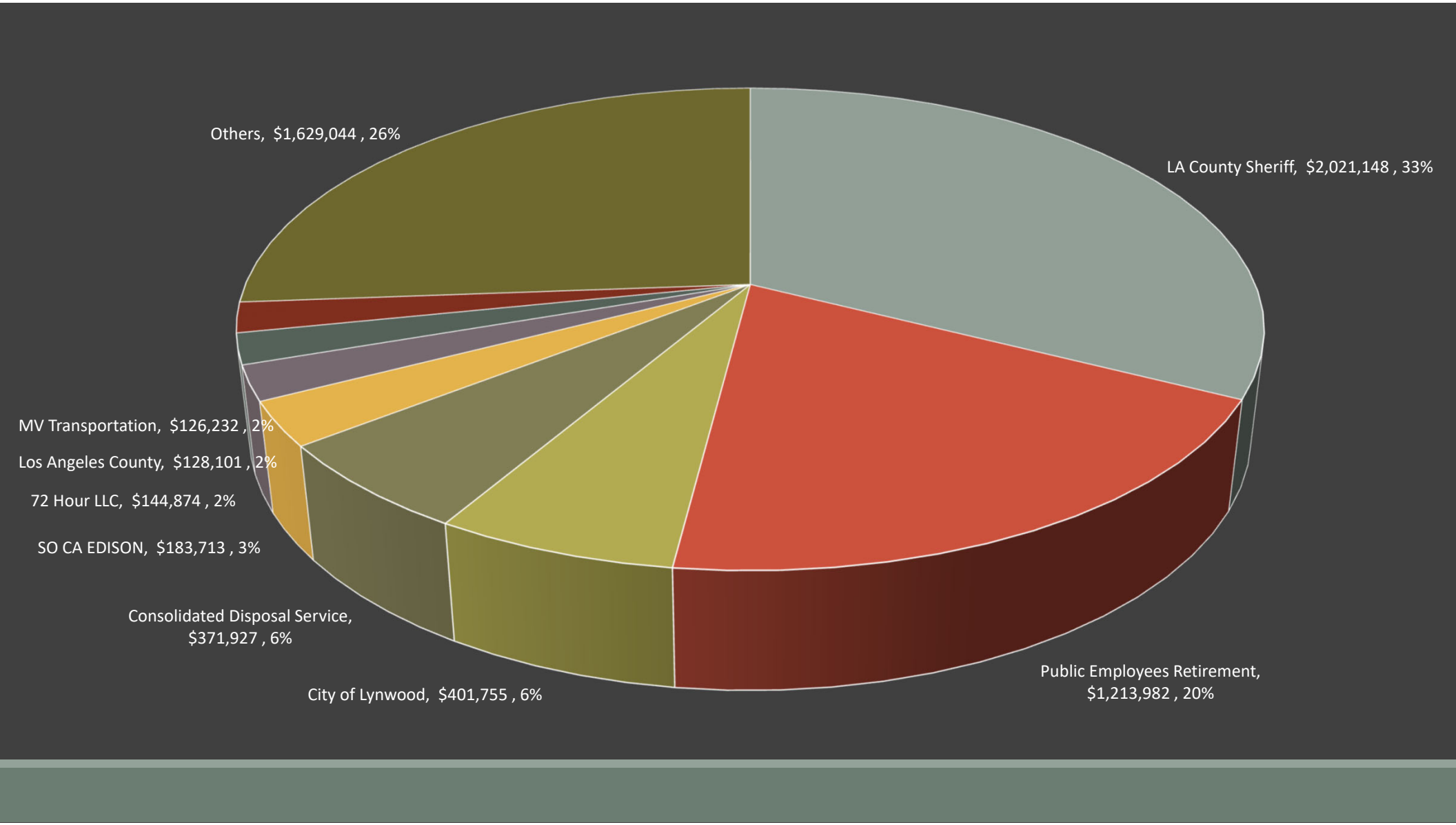
Expenditures

- The City of Compton disbursements payments to several types of payees. Some examples include:
  - Vendor Payments
  - Commission Checks
  - Wire Transfers for debt payments
  - Landlord checks
- Total unaudited expenditures for the period, July 1, 2023 through September 30, 2023, is $23,398,546.

Notable Expenditures – July 2023

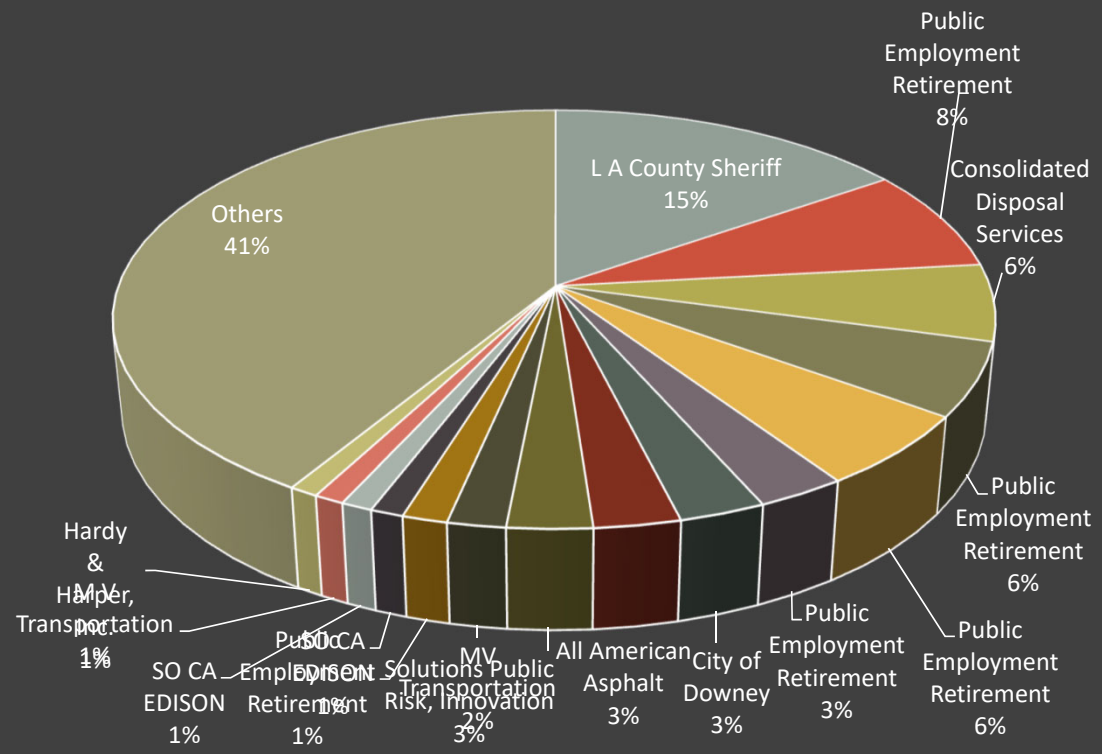
Vendor	Amount ($)
LA County Sheriff	2,021,148
Public Employees Retirement	1,213,982
City of Lynwood	401,755
Consolidated Disposal Service	371,927
SO CA EDISON	183,713
72 Hour LLC	144,874
Los Angeles County	128,101
MV Transportation	126,232
Others	1,629,044
Total	**6,220,776**

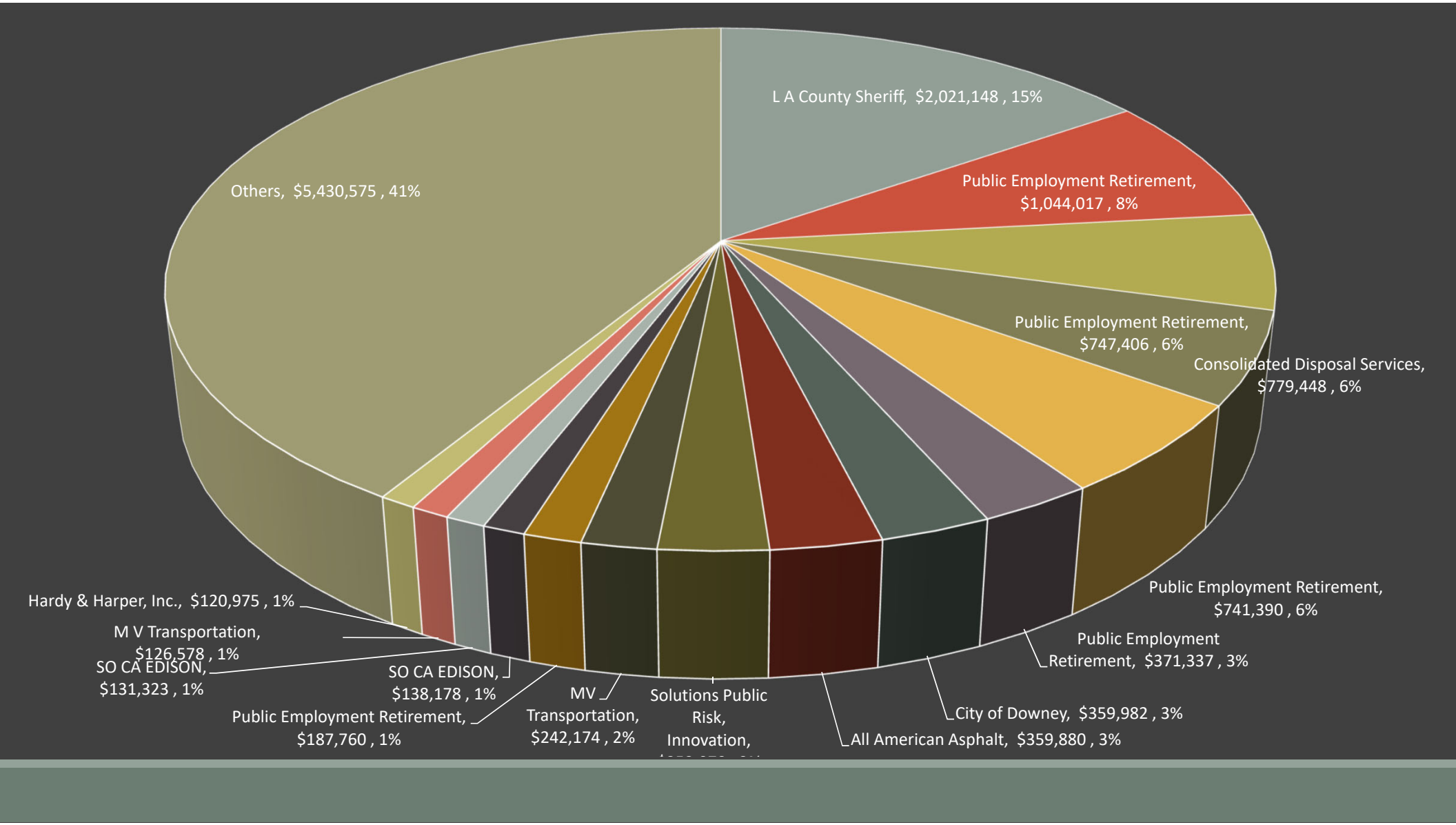



Others, $1,629,044 , 26%
LA County Sheriff, $2,021,148 , 33%
MV Transportation, $126,232 , 2%
Los Angeles County, $128,101 , 2%
72 Hour LLC, $144,874 , 2%
SO CA EDISON, $183,713 , 3%
Consolidated Disposal Service, $371,927 , 6%
City of Lynwood, $401,755 , 6%
Public Employees Retirement, $1,213,982 , 20%

Notable Expenditures – August 2023

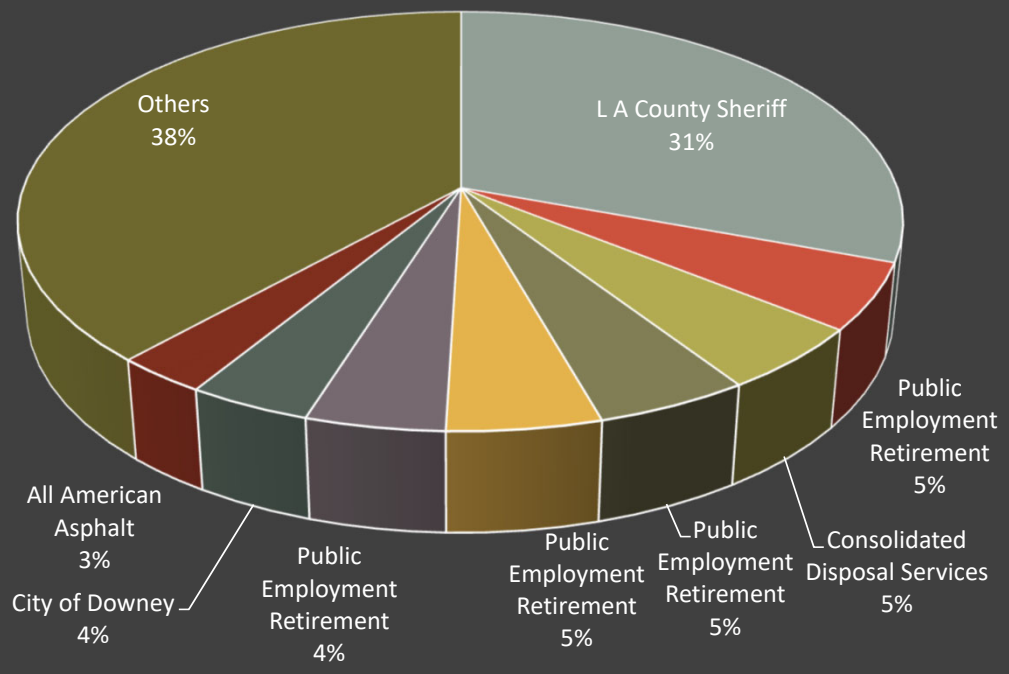
Vendor	Amount ($)
L A County Sheriff	2,021,148
Public Employment Retirement	1,044,017
Consolidated Disposal Services	779,448
Public Employment Retirement	747,406
Public Employment Retirement	741,390
Public Employment Retirement	371,337
City of Downey	359,982
All American Asphalt	359,880
Solutions Public Risk, Innovation	353,070
MV Transportation	242,174
Public Employment Retirement	187,760
SO CA EDISON	138,178
SO CA EDISON	131,323
M V Transportation	126,578
Hardy & Harper, Inc.	120,975
Others	5,430,575
Total	13,155,241

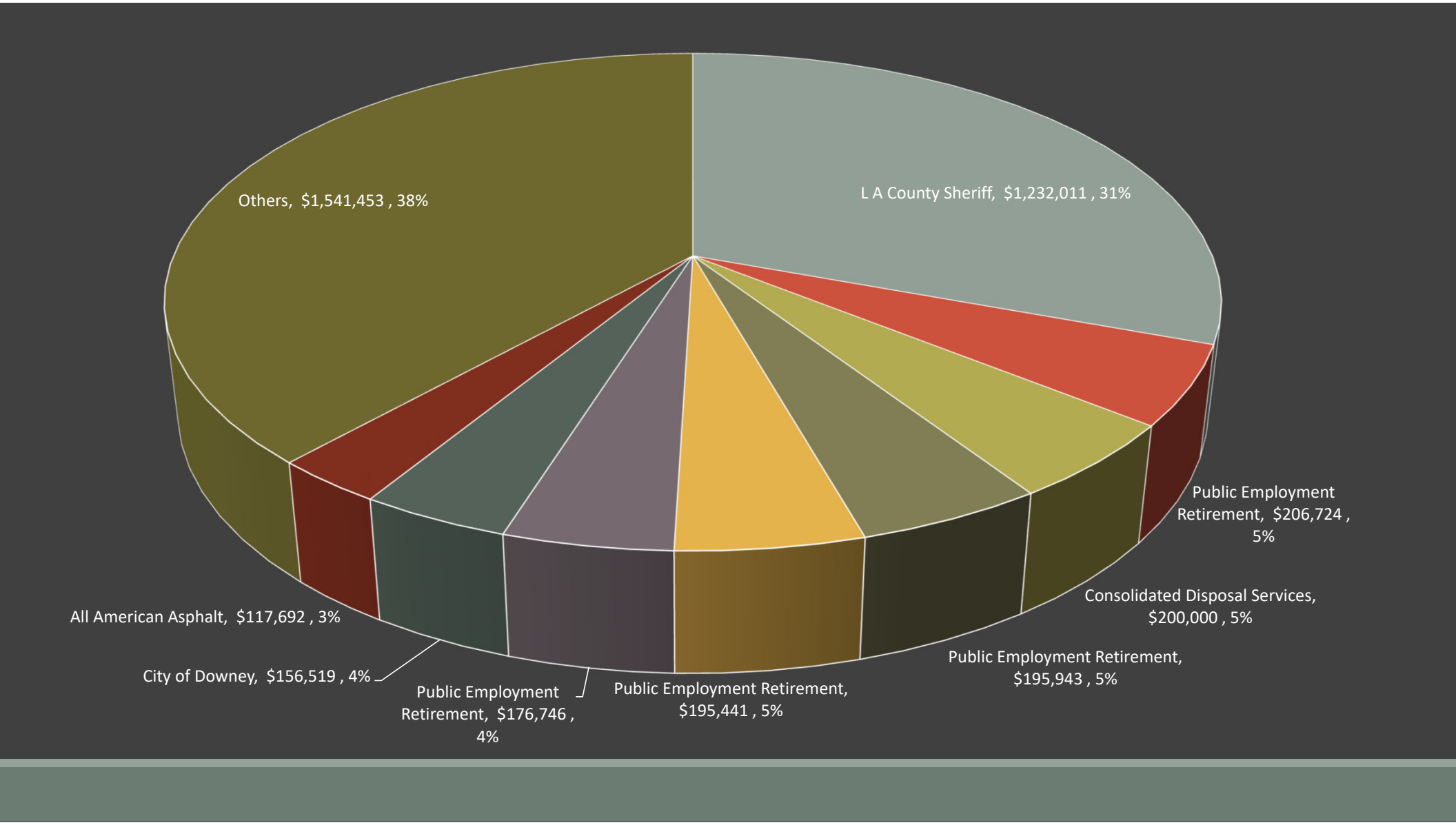



L A County Sheriff, $2,021,148 , 15%
Public Employment Retirement, $1,044,017 , 8%
Public Employment Retirement, $747,406 , 6%
Consolidated Disposal Services, $779,448 , 6%
Public Employment Retirement, $741,390 , 6%
Public Employment Retirement, $371,337 , 3%
City of Downey, $359,982 , 3%
All American Asphalt, $359,880 , 3%
Solutions Public Risk, Innovation,
MV Transportation, $242,174 , 2%
SO CA EDISON, $138,178 , 1%
Public Employment Retirement, $187,760 , 1%
SO CA EDISON, $131,323 , 1%
M V Transportation, $126,578 , 1%
Hardy & Harper, Inc., $120,975 , 1%
Others, $5,430,575 , 41%

Notable Expenditures – September 2023

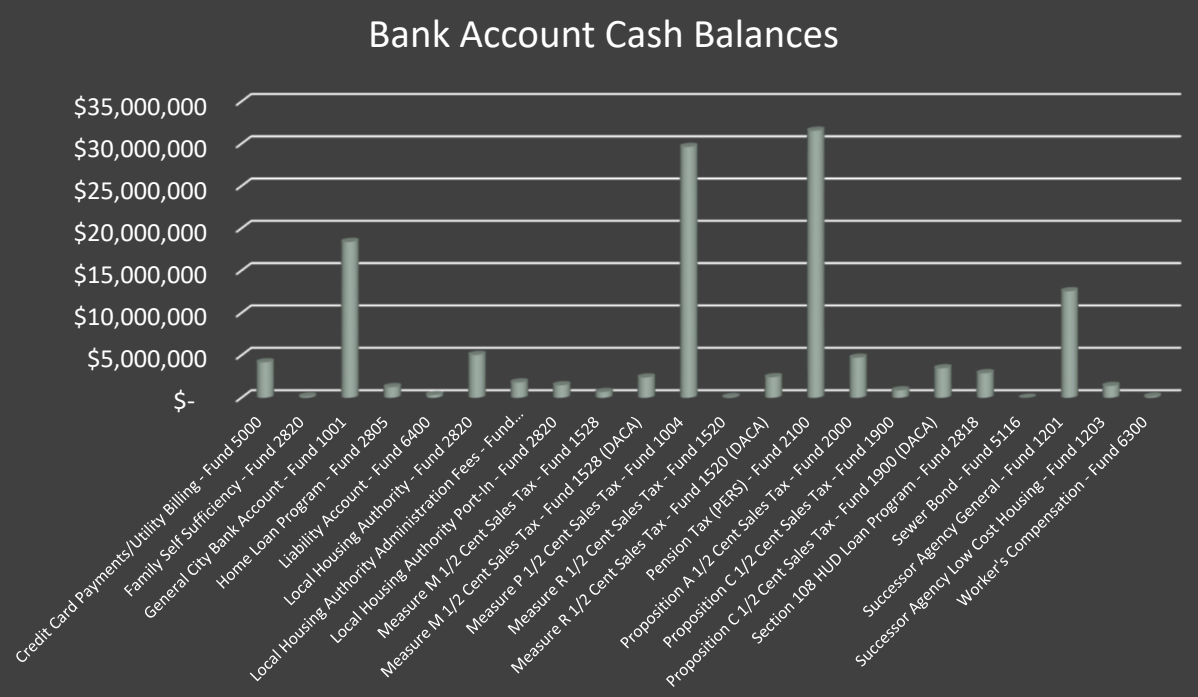
Vendor	Amount ($)
Public Employee Retirement	1,232,011
Elk Grove Auto Group	206,724
Southern California Precision	200,000
Public Employee Retirement	195,943
Public Employee Retirement	195,441
All American Asphalt	176,746
SO CA EDISON	156,519
M V Transportation	117,692
Others	1,541,453
Total	**4,022,529**

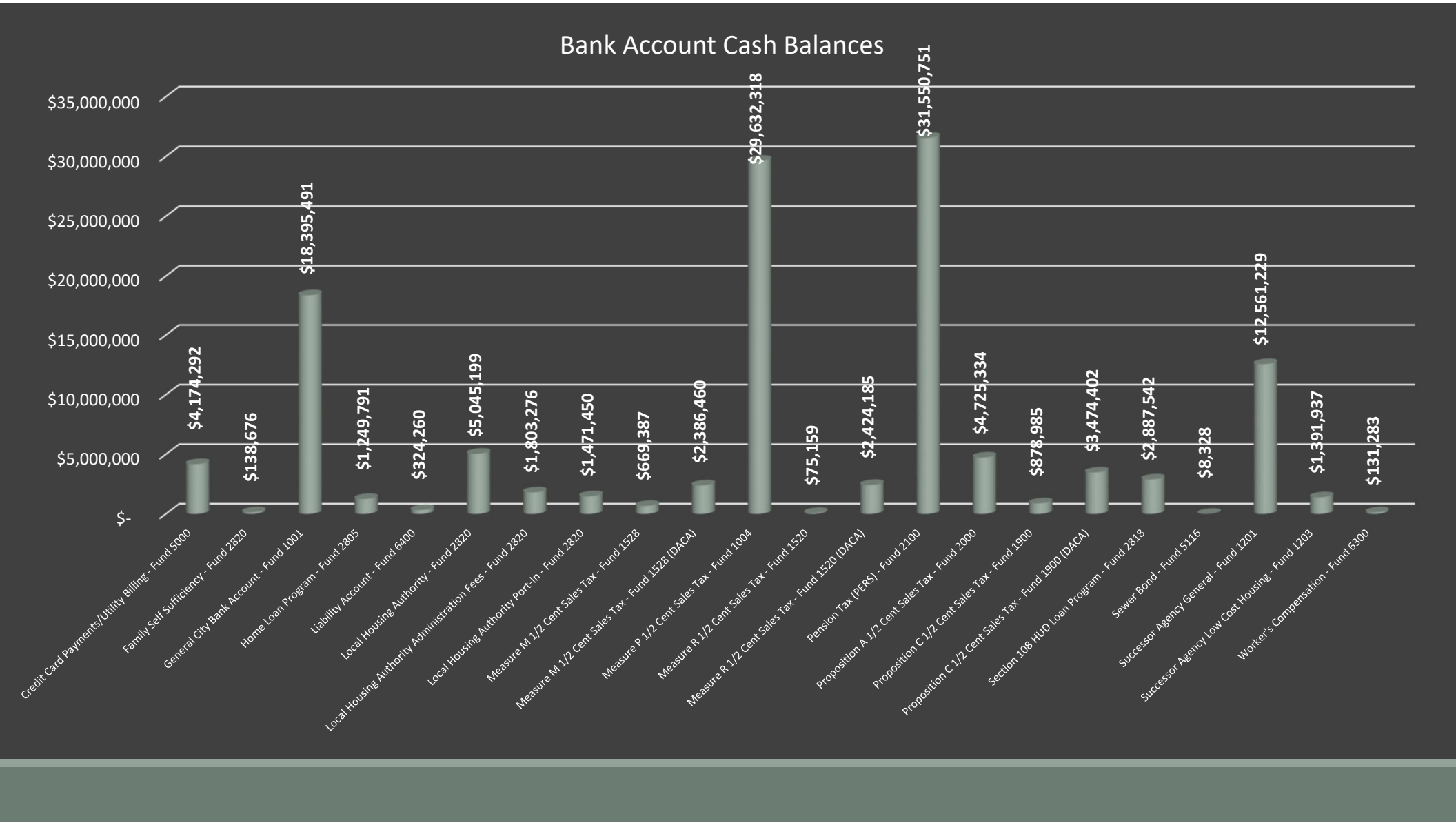



Others, $1,541,453 , 38%
L A County Sheriff, $1,232,011 , 31%
Public Employment Retirement, $206,724 , 5%
Consolidated Disposal Services, $200,000 , 5%
Public Employment Retirement, $195,943 , 5%
Public Employment Retirement, $195,441 , 5%
Public Employment Retirement, $176,746 , 4%
City of Downey, $156,519 , 4%
All American Asphalt, $117,692 , 3%

Cash Balances

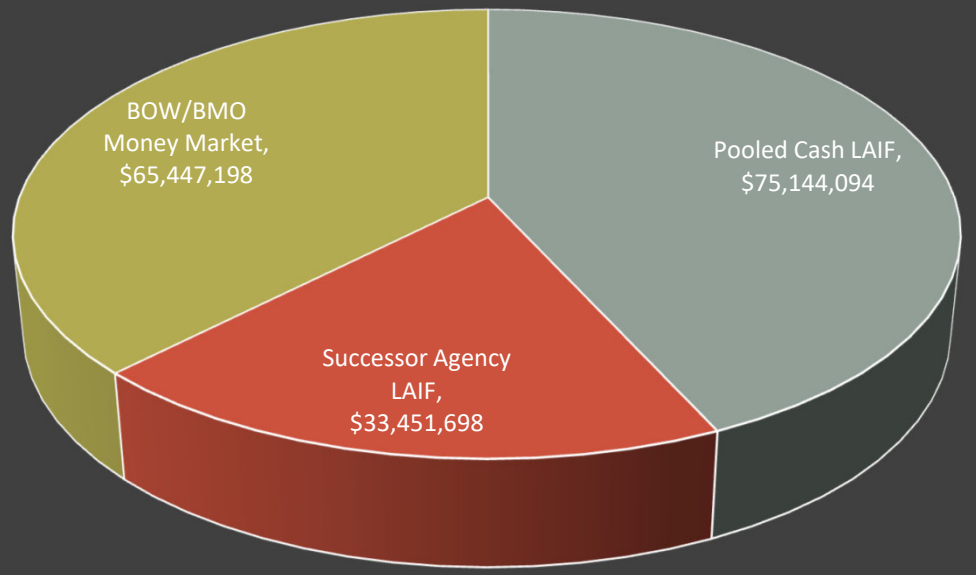
- The City has 23 bank accounts (excluding payroll)
- Operational cash is pooled into the City's General City Bank Account




Bank Account Cash Balances
$35,000,000
$30,000,000
$25,000,000
$20,000,000
$15,000,000
$10,000,000
$5,000,000
$-
$4,174,292
$138,676
$18,395,491
$1,249,791
$324,260
$5,045,199
$1,803,276
$1,471,450
$669,387
$2,386,460
$29,632,318
$75,159
$2,424,185
$31,550,751
$4,725,334
$878,985
$3,474,402
$2,887,542
$8,328
$12,561,229
$1,391,937
$131,283
Credit Card Payments/Utility Billing - Fund 5000
Family Self Sufficiency - Fund 2820
General City Bank Account - Fund 1001
Home Loan Program - Fund 2805
Liability Account - Fund 6400
Local Housing Authority - Fund 2820
Local Housing Authority Administration Fees - Fund 2820
Local Housing Authority Port-In - Fund 2820
Measure M 1/2 Cent Sales Tax - Fund 1528
Measure M 1/2 Cent Sales Tax - Fund 1528 (DACA)
Measure P 1/2 Cent Sales Tax - Fund 1004
Measure R 1/2 Cent Sales Tax - Fund 1520
Measure R 1/2 Cent Sales Tax - Fund 1520 (DACA)
Pension Tax (PERS) - Fund 2100
Proposition A 1/2 Cent Sales Tax - Fund 2000
Proposition C 1/2 Cent Sales Tax - Fund 1900
Proposition C 1/2 Cent Sales Tax - Fund 1900 (DACA)
Section 108 HUD Loan Program - Fund 2818
Sewer Bond - Fund 5116
Successor Agency General - Fund 1201
Successor Agency Low Cost Housing - Fund 1203
Worker's Compensation - Fund 6300

Investments

Investment Account/Type	Amount ($)
Pooled Cash LAIF at 3.57	75,144,094
Successor Agency LAIF at 3.57	33,451,698
BOW/BMO Money Market	65,447,198
Total	174,042,990
First Quarter Investment Income (Interest earned from July 1, 2023 to September 30, 2023)	2,261,829



Next Steps

- Develop a relationship with a registered Investment Advisor
- Amend the existing Investment Policy to allow for participation in Joint Powers Authorities/Local Government Investment Programs
- Adopt a strategy to invest/fund the City's long-term pension liabilities

First Quarter Investment Report

CITY OF COMPTON CITY TREASURER'S OFFICE

NOVEMBER 7, 2023

November 7, 2023

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: COMPTON FIRE DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT AND ISSUE A PURCHASE ORDER WITH UKG – TELESTAFF TO PROVIDE WEB BASED SOFTWARE FOR THE PURPOSE OF STREAMLINING THE FIRE DEPARTMENTS STAFFING AND SCHEDULING NEEDS THROUGH AUTOMATION ($37,000.00)

SUMMARY

Adoption of this resolution will authorize the City Manager to enter into an agreement with UKG – Telestaff to provide all Compton Fire Department users access to its staffing software via Cell Phone, Tablet, I-Pad, Desk Top, etc., that will Plan, Schedule, Track and Staff Fire Department Rosters through automation.

BACKGROUND

The Compton Fire Department is currently using outdated software such as Fire Data Management System (FDM) provided on the City's local hard drive to staff our daily rosters. Downey Dispatch and other Area E Cities previously had FDM Software; Downey Dispatch is still currently able to interface with Compton's FDM software, although, Downey Fire and Santa Fe Springs Fire, the other two Area E Cities dispatched by Downey Dispatch, have acquired the services of UKG – Telestaff. This means that as we move forward, Downey Dispatch will no longer need the services of the FDM provider and will begin charging Compton Fire an additional cost to continue with the FDM Software. However, this will only continue until the FDM software becomes obsolete and no longer supported by its handler.

STATEMENT OF THE ISSUE

The UKG – Telestaff Software is a fully automated software, which eliminates the need for management to constantly make changes to the roster or oversee the hiring of personnel callback. The software assists with time management and reduces errors in hiring and exposure to compliance, liability and safety concerns. The software will also ensure accurate and adequate staffing at all times for the citizens and emergency responses throughout the City.

UKG – Telestaff was developed by a retired firefighter and the staffing software that has been around for many years and is used by a multitude of Fire Department organizations around the City of Compton such as Downey Fire, Santa Fe Springs

Fire, (Area E partners); LA County Fire etc. UKG -Telestaff meets and exceeds the industry standard, while adhering to Fire Department, Human Resources, Union and Payroll standards.

Another one of the attributes that the Telestaff Software offers is that the software has the ability to interface with ADP (Workforce) Applications and Locality Media Inc, DBA First Due platform. The Compton City Controller's Office has of lately been experiencing problems with the long-term tracking and calculations of Fire Department Personnel's hours worked and hours on leave (i.e., sick, vacation, etc.). The Telestaff Software would eliminate this problem with the constant update feature in the automation process and would eliminate the need for filling out Time Cards, pen to paper. The software has the ability to directly upload data to the City's Workforce Application. Telestaff is also a software program that could be beneficial to some of the other departments in the city like Code Enforcement, the Water Department and Public Works.

UKG – Telestaff is the only vendor that offers this automated staffing software, thus, making them a sole source vendor. Other organizations offer staffing software, but they are not fully automated. With the non-automated software, data would have to be updated as needed.

UKG-Telestaff has submitted a proposal to implement and train the users and administrators to streamline the Fire departments staffing and scheduling needs through automation for an annual cost of $12,000 with an implementation of $25,000 for a total of Thirty-Seven Thousand Dollars and Zero Cents ($37,000.00).

FISCAL IMPACT

Funds for this expenditure are available in the Fire Department's 2023-2024 Fiscal Year budget in Account No. 1001-690-000-4269.

RECOMMENDATION

Staff recommends that Council approve the attached Resolution.

RONERICK D. SIMPSON
FIRE CHIEF

APPROVED FOR FORWARDING:

JERRY GROOMES
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT AND ISSUE A PURCHASE ORDER WITH UKG – TELESTAFF TO PROVIDE WEB BASED SOFTWARE FOR THE PURPOSE OF STREAMLINING THE FIRE DEPARTMENTS STAFFING AND SCHEDULING NEEDS THROUGH AUTOMATION ($37,000)

WHEREAS, Fire Department Management has researched the software industry for a platform that offers automated staffing that will reduce errors commonly made during roster staffing and also allows for more efficient and effective time management for Department Managers; and

WHEREAS, other Area E Fire Departments have already moved away from an out dated FDM Software (Outlook) to the industry standard software offered by UKG - Telestaff to improve their roster staffing and scheduling needs; and

WHEREAS, Downey Fire Dispatch which currently dispatches for Area E will no longer have the need for FDM Software once their Report Management System (RMS) is contracted out to a company by the name of First Due; and

WHEREAS, Compton Fire will then be charged an additional cost for Downey Dispatch services to maintain the FDM Software that currently allows the Dispatch to interface with Compton Fires FDM; and

WHEREAS, the Telestaff Software also interfaces with ADP (Workforce) which would eliminate the Fire Department and other departments from having to fill out time cards; and

WHEREAS, the cost for each user is $8 dollars a month, the annual cost would be $12,000 dollars, with an additional startup cost of $25,000 dollars, for a grand startup cost of Thirty-Seven Thousand Dollars and Zero Cents ($37,000.00); and

WHEREAS, Telestaff is a sole source vendor and provides 24 hour monitoring of their staffing platform; and

WHEREAS, funding for this expenditure have been budgeted in the Fire Department's 2023-2024 Fiscal Year budget in Account No. 1001-690-000-4269.

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 enter into an agreement, upon the advice and approval of the City Attorney, with UKG - Telestaff and establish a purchase order in the amount not to exceed Thirty-Seven Thousand Dollars and Zero Cents ($37,000.00),

SECTION 2. That funds for this expenditure is available in the Fire Department's 2023-2024 Fiscal Year budget in Account No. 1001-690-000-4269.

SECTION 3. That a certified copy of this Resolution shall be forwarded to the offices of the City Clerk, City Manager, City Attorney, City Controller and the 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 _____, 2023.

_____
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, Vernell McDaniel, 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 _____, 2023.

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

UKG for Public Safety

UKG TeleStaff

Automated scheduling and notification

12/7/2021

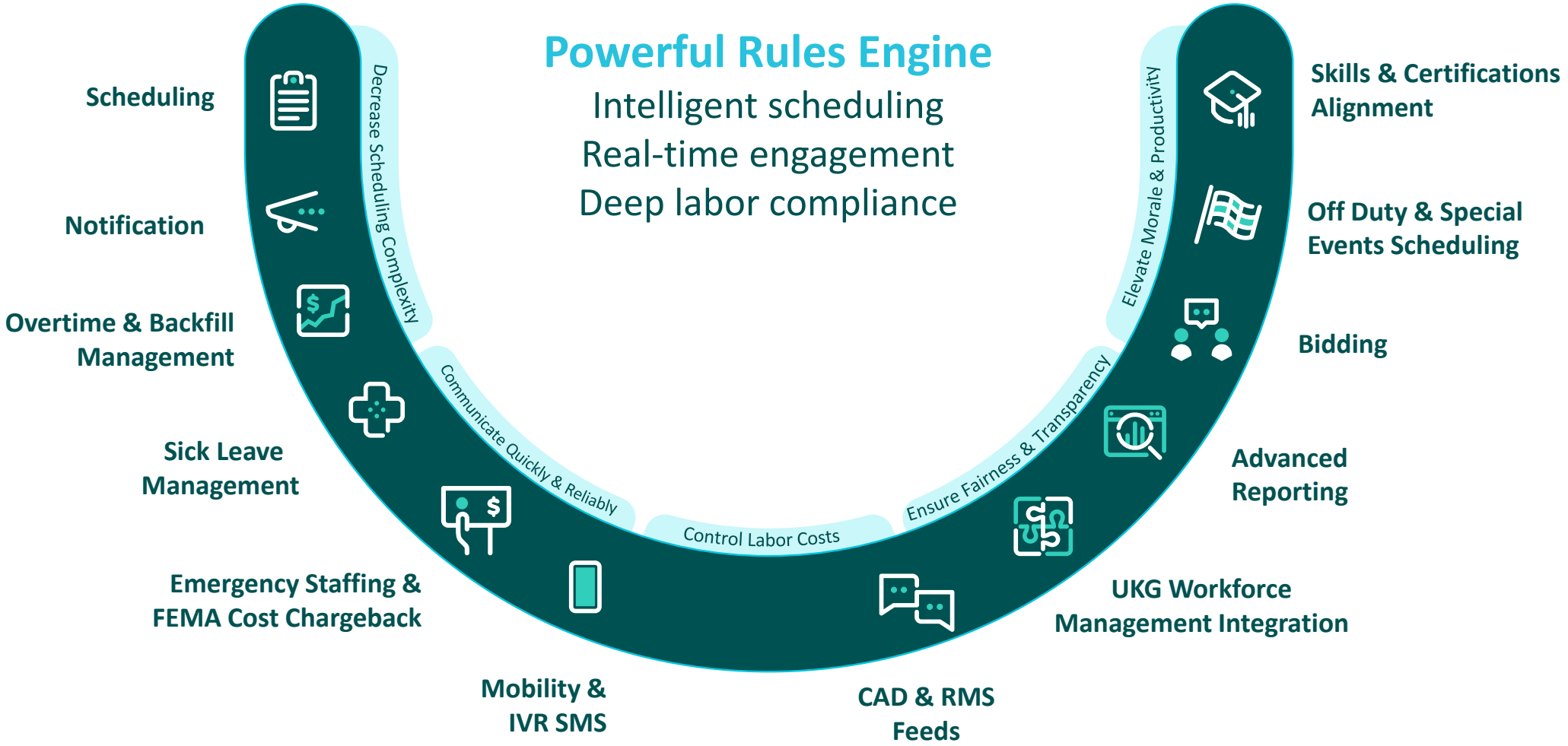
Account Rep – Ryan Robatzek
Solution Consultant – Eric Lund



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UKG TeleStaff™

Create meaningful and connected work experiences for all people.



What Makes UKG TeleStaff Unique



- An automated solution designed specifically for complex scheduling environments
- Robust rules engine identifies the singular correct person to populate an open shift or backfill a vacancy
- Evaluates criteria like rank/job classification, skills/certifications, and fatigue rules to qualify/disqualify candidates, then sorts candidates based on union rules
- Offers working opportunities to users via SMS, email, or phone

Product Demonstration

We Partner For Life.

Collaborative relationships.
You have a voice, and it matters

Flexible support options.
Sometimes you just need to talk to someone



Fixed-fee implementation.
No hidden fees or surprises.
It's the right thing to do

Unlimited, no-cost learning.
No one needs disruptions

Dedicated relationship manager.
Every experience counts

UKG

UKG Telestaff Costs for Compton Fire

Implementation Costs	
Professional/Education Services	$25,000

Telestaff Ongoing Costs	Per Employee Per Month	Annual Cost
Telstaff	$8.00	$12,000

Requires a minimum of 125 Users

Cost to Merge Compton Fire with Downey and Santa Fe Springs

Implementation Costs	
Professional/Education Services	$55,000

Telestaff Ongoing Costs	Per Employee Per Month	Annual Cost
Telstaff	TBD	TBD

Challenges:

- Downey and SF Springs would lose their history.
- Downey and SF Springs need to sign off on project.
- Downey has PD in their DB and they would be affected by this.
- There might be some system wide setting in either previous DB that could be a problem
- Ongoing PEPM would be figured out based on what Downey and SF Springs are already paying.

ORDER FORM

Quote#: Q-154723
Expires: 09 Mar, 2023
Sales Executive: Joe Puccini

Order Type: Quote
Date: 23 Feb, 2023

Bill To Contact:

Bill To: CITY OF COMPTON
205 S WILLOWBROOK AVE
COMPTON, CA 90220-3134 USA

Ship To Contact: Ronerick Simpson

Ship To: CITY OF COMPTON
205 S WILLOWBROOK AVE
COMPTON, CA 90220-3134 USA

Ship to Phone: (310) 605-5670
Ship to Mobile:
Contact: Chief Ronerick Simpson
Email: rsimpson@comptoncity.org

Currency: USD
Customer PO Number:
Solution ID: 6184568
Initial Term: 36 months
Billing Start Date: March 1, 2023
Data Center Location: USA

Shipping Terms: Shipping Point
Ship Method: FedEx Ground
Freight Term: Prepay & Add
Renewal Term: 12 months
Payment Terms: Net 30 Days

Order Notes:

This order is entered into between Customer and Kronos Incorporated, a UKG company, subject to the terms and conditions of the Master Agreement Reference #18220 dated March 18th, 2019, between the Lead Agency (acting as "Owner") and Kronos Incorporated (as the "Contractor"), as amended (specifically Sections A and K of Contract #18220).

The Professional Services TSG SMB Implementation guidelines are attached to this Order Form

SaaS Services

Billing Frequency: Annual in Advance

Product Name	Quantity	PEPM	Monthly Price
UKG TELESTAFF CLOUD	125	USD 8.00	USD 1,000.00
Total Price			**USD 1,000.00**

One Time Setup Fee

Billing Frequency: Billed 100% upon signature of the order form

Item	Total Price
One Time Setup Fees	**USD 25,000.00**

Quote Summary

Item	Total Price
Total Monthly SaaS and Equipment Rental Fees	USD 1,000.00

Item	Total Price
Total One Time Fees	USD 25,000.00

CITY OF COMPTON		**Kronos Incorporated**	
Signature:	_____	Signature:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Effective Date:	_____	Effective Date:	_____

Invoice amount will reflect deposit received. All professional services are billed as delivered with payment due, in accordance with the Payment Term set out in this Order Form. Unless otherwise indicated above, this order is subject to the relevant Kronos Terms and Conditions executed between the parties. THIS ORDER IS SUBJECT TO APPLICABLE TAXES. THE ACTUAL TAX AMOUNT TO BE PAID BY CUSTOMER WILL BE SHOWN ON CUSTOMER'S INVOICE. Shipping and handling charges will be reflected on the final invoice. The Monthly Price on this Order Form has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. Due to the rounding calculations, the actual price may not display as expected when displayed on your Order Form. Nonetheless, the actual price on your invoice is the true and binding total for this order for purposes of amounts owed for the term. If you are tax exempt; please provide a copy of your "Tax Exempt Certificate" with your signed quote.

UKG Telestaff SMB Implementation Services Guideline

The following applies to all entitlements within UKG TeleStaff™ SaaS SMB implementations:

UKG Delivered Value	
UKG TeleStaff Entitlement	**UKG Paragon™ Implementation methodology:** UKG SaaS SMB fixed scope, fixed duration, remote implementations follow our UKG Paragon methodology — an iterative, collaborative approach, driven by value and realized through collaboration. UKG Paragon is bolstered by tools, techniques, and UKG™ (Ultimate Kronos Group) process recommendations. **Project Management** services including: • Creation and maintenance of an online project workspace, work plan, issues and risks management, status calls and reports. • UKG Project Manager will work with customer Project Manager to jointly run project. • Project Management includes transition to UKG Global Support after the first deployment go-live. **Implementation approach:** • UKG will conduct one remote assessment with your project team to create one solution design for your organization. • Your team will conduct one testing cycle to accept that solution, which UKG will support. • UKG will support one production cutover. **Technical Architecture:** Two environments (1 Production, 1 Development) **Training:** Through KnowledgeMap/KnowledgePass, we provide training for your core team, and provide you with collateral and toolsets to train your end-users. UKG training curriculums can be reviewed on the UKG customer website. **Rapid Implementation:** UKG SaaS SMB fixed scope implementations are designed to deliver value quickly to your organization. Project timelines span up to 6 months. Implementation support for this time span is included in the package. Extended project timelines beyond 6 months must be supported with additional professional services agreed via change order.

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UKG TeleStaff Standard Services

UKG Delivered Value	
UKG TeleStaff Scope	One-time data import of customer supplied person data in UKG format Leave Requests Shift Trades Accrual Management with a one-time data import of customer supplied accrual data in UKG format Event Deployment Signup Processes Overtime/Off Duty Scheduling Processes Minimum Staffing Fatigue Rules SMS Configuration (Text via Twilio) Bidding (see below) Standard Payroll Export Standard Reports Authentication (SSO/LDAP) One 8-hour remote consultant training session: Admin, Bid Admin, or Scheduler Standard integration with UKG timekeeping product One production cutover **Assumptions:** • Includes 1 Institution: ○ Includes 1 unique business unit with continuous 24/7 staffing requirements (Examples: Patrol, Jail, Fire Suppression, Communications) ○ Includes 1 administrative schedule group with no staffing rules • Customer is responsible for data setup for: ○ Events ○ Assignment Templates • Bidding: ○ One type of award (i.e. one PTO Type/Assignment) is included

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	○ Includes one bidding group. A bidding group is defined as having a unique set of qualifying rules that determines the bid order. ○ The execution of the bid includes 1 bid, 1 win, and 1 award cycle. ○ Cloning of Bids is the customer's responsibility ○ Additional award types, bidding groups, execution steps, or cloning will require Additional Scoped Services to be defined

UKG TeleStaff Value Added Services

The following value-added services are available for UKG TeleStaff SaaS SMB implementations for an additional fee and if identified on the Order Form. Refer to the UKG order form for a list of a la carte services included with your purchase.

UKG Delivered Value	
UKG TeleStaff	(#) Additional business unit with continuous 24/7 staffing requirements (Examples: Patrol, Jail, Fire Suppression, Communications) Extra Duty Event Management Other Scoped Services

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Ultimate Kronos Group
900 Chelmsford Street
Lowell, MA 01851
T: 978-250-9800
ukg.com

June 29, 2023

Sheila Hopper
City of Compton
205 S Willowbrook Ave
Compton, CA 90220-

Dear Sheila

This letter is to confirm that the UKG® TELESTAFF CLOUD is owned by UKG (and its affiliates) and are comprised of intellectual property rights owned exclusively by UKG and its affiliates.

UKG only authorizes its affiliates and certain authorized resellers to offer these UKG products and services. UKG authorized affiliates to such products are UKG Inc. and Kronos Incorporated.

UKG's goal is to handle questions regarding the sole sourcing of UKG products in a consistent manner, which is why we utilize this letter format. If you have any questions relating to anything in this letter, please feel free to contact me anytime.

Sincerely,

Brian A. Coopman

Brian A. Coopman
Director of Contracts & Procurement – Public Sector
Brian.Coopman@ukg.com
563-370-5356

November 7, 2023

TO: HONORABLE MAYOR & CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A TEMPORARY LICENSE AGREEMENT BETWEEN THE SUCCESSOR AGENCY AND SANTA'S CHRISTMAS TREES FOR THE PURPOSE OF SELLING CHRISTMAS TREES ON CERTAIN AGENCY-OWNED PROPERTY LOCATED AT 2000 WEST COMPTON BOULEVARD ($2,000)

SUMMARY

Staff is requesting that the City Council authorize the City Manager to enter into a temporary license agreement between the Successor Agency to the Community Redevelopment Agency of the City of Compton ("Successor Agency" or "Agency") and Santa's Christmas Trees for the purpose of selling Christmas trees on certain Successor Agency-owned property located at 2000 West Compton Boulevard, Compton, CA.

BACKGROUND

Over the past eight (8) years, Santa's Christmas Trees has entered into temporary license agreements with the Agency for the purpose of selling Christmas trees at the subject site located at 107 North Santa Fe Avenue. Each time, the applicant successfully complied with the terms of the temporary agreements.

STATEMENT OF ISSUE

The Successor Agency is in receipt of a request from Brownie Mentlow, owner of Santa's Christmas Trees, to lease certain Agency-owned property located at 2000 West Compton Boulevard (the "Property") for the purpose of selling Christmas Trees, commencing November 15, 2023 through December 30, 2023. Santa's Christmas Trees intends to lease the Agency's Property for the sum of Two Thousand Dollars ($2,000.00) payable to the Successor Agency. Additionally, the company would secure $1,000,000 Certificate of Insurance naming the Successor Agency and the City of Compton as additional insureds.

Contingent to the transaction, the Agency has directed Santa's Christmas Tree to contact the following agencies in connection with the proposed use of the subject property: the Los Angeles County Sheriff's Department to make ensure that any security plans for the event are in place; the City Attorney's office for required insurance coverage; the City's Planning and Building Division for any permits; the City's Business Licenses for all

licenses and permit fees; and the Compton Fire Department for any emergency medical assistance.

FISCAL IMPACT

The vendor, Brownie Mentlow, owner of Santa's Christmas Trees will pay the Agency $2,000.00 for the temporary license with the intended type of use for the subject Property.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

CECIL FLOURNOY
DIRECTOR OF COMMUNITY DEVELOPMENT

NOTED & APPROVED

JEROME GROOMES
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A TEMPORARY LICENSE AGREEMENT BETWEEN THE SUCCESSOR AGENCY AND SANTA'S CHRISTMAS TREES FOR THE PURPOSE OF SELLING CHRISTMAS TREES ON CERTAIN AGENCY-OWNED PROPERTY AT 2000 WEST COMPTON BOULEVARD ($2,000)

WHEREAS, Successor Agency has received a request from Brownie Mentlow, owner of Santa's Christmas Trees, to lease certain Agency-owned property at 2000 West Compton Boulevard for the purpose of selling Christmas Trees from November 15, 2023 to December 30, 2023; and

WHEREAS, Santa's Christmas Trees proposes to lease the site for the sum of $2,000.00 payable to the Successor Agency. Additionally, the company will obtain $1,000,000 Certificate of Insurance naming the Successor Agency and the City of Compton as additional insureds; and

WHEREAS, contingent to the transaction, the Agency has directed Santa's Christmas Tree to contact the following agencies in connection with the proposed use of the subject property: the Los Angeles County Sheriff's Department to make ensure that any security plans for the event are in place; the City Attorney's office for required insurance coverage; the City's Planning and Building Division for any permits; the City's Business License Division for all licenses and permit fees; and the Compton Fire Department for any emergency medical assistance; and

WHEREAS, the Agency desires to enter into a temporary license agreement with Santa's Christmas Trees to use certain Successor Agency-owned property at 2000 West Compton Boulevard for the purpose of selling Christmas Trees at subject site for the period of November 15, 2023 through December 30, 2023 for the sum of $2,000.00.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMPTON, HEREBY FINDS, DETERMINES, RESOLVE, AND ORDERS AS FOLLOWS:

Section 1. That the City Manager, upon the advice and approval of the City Attorney is hereby authorized to enter into a temporary lease agreement with Santa's Christmas Trees to lease certain Agency-owned property located at 2000 West Compton Boulevard for the sum of Two Thousand Dollars ($2,000.00) for the purpose selling Christmas trees for the period covering November 15 through December 30, 2023.

Section 2. That the vendor, Brownie Mentlow, owner of Santa's Christmas Trees will pay the Agency $2,000.00, for the temporary license, in addition to complying with all conditions attendant to the temporary use of the subject Property.

Section 3. That a certified copy of this resolution shall be filed in the offices of the City Manager, City Attorney, City Controller, Successor Agency, and City Clerk.

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

ADOPTED this _____ day of _____, 2023.

_____

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, Vernell McDaniel, 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 the regular meeting thereof held on the _____ day of _____, 2023.

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

LICENSE AGREEMENT
BETWEEN
SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF COMPTON
AND
SANTA'S CHRISTMAS TREES

THIS LICENSE AGREEMENT (hereinafter referred to as the "Agreement") is entered into by and between the **SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON**, a distinct and separate legal entity from the City of Compton (hereinafter referred to as "Licensor") located at 205 South Willowbrook Avenue, Compton, California 90220, and **SANTA'S CHRISTMAS TREES** (hereinafter referred to as "Licensee") located at 421 West Almond Street, Compton, California 90220.

W I T N E S S E T H:

WHEREAS, Licensor is the owner of the land commonly known as 2000 West Compton Boulevard, Compton, California 90220 (the "Property");

WHEREAS, Licensee has requested the limited right to enter upon the Property for the limited purpose of selling Christmas trees (the "Activities") for the period commencing November 15, 2023 through December 30, 2023;

WHEREAS, Licensor has agreed to grant to Licensee, and Licensee has agreed to accept from Licensor, a limited, non-exclusive, revocable license to enter upon the Property to conduct the Activities in accordance with and subject to the terms and provisions of this Agreement;

WHEREAS, Licensor and Licensee desire to execute and enter into this Agreement for the purpose of setting forth their agreement with respect to the Activities and Licensee's entry upon the Property.

NOW, THEREFORE, for and in consideration of the foregoing premises, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee do hereby covenant and agree as follows:

1. Term. The term of this Agreement shall be for the period commencing on November 15, 2023 and shall expire on December 30, 2023. This Agreement shall automatically terminate upon its expiration and Licensee hereby waives any and all rights to relocation benefits under California law upon the expiration or earlier termination of this Agreement.

2. Fee. The license fee for this Agreement shall be Two Thousand dollars ($2,000.00) payable in advance to the Successor Agency- City of Compton.

3. Use. Licensee may use the Property only for the Activities, and for no other use or purpose.

4. No Improvements or Hazardous Substances. Licensee shall not construct any improvements on the Property or bring onto or use any hazardous substances on the Property without the prior written consent of Licensor.

5. Removal of Personal Property. Upon the expiration or earlier termination of this Agreement, Licensee shall remove all of its personal property from the Property and restore the Property to its condition as of the date hereof.

6. Damage; Indemnity. Licensee expressly agrees as follows: (i) any Activities by or on behalf of Licensee, including, without limitation, the entry by Licensee or Licensee's officers, members, employees, agents or contractors (collectively, "Licensee's Designees") onto the Property in connection with the Activities, shall not damage the Property in any manner whatsoever, (ii) in the event the Property is damaged, altered or disturbed in any manner in connection with the Activities, Licensee shall return the Property to the condition existing prior to the Activities, and (iii) Licensee, to the fullest extent allowed by law, shall indemnify, defend and hold Licensor harmless from and against any and all claims, liabilities, damages, losses, costs and expenses of any kind or nature whatsoever, including, without limitation, attorneys' fees and expenses and court costs suffered, incurred or sustained by Licensor as a result of, by reason of, or in connection with the Activities or the entry by Licensee or Licensee's Designees onto the Property (including, without limitation mechanics liens). The indemnification and defense obligations of Licensee contained herein shall survive the expiration or earlier termination of this Agreement.

7. Permits and Licenses. Licensee, at its sole expense, shall obtain and maintain during the term of this Agreement all appropriate business and professional permits, licenses and certificates that may be required in connection with the performance of this Agreement.

8. Insurance. Licensee shall procure and maintain, at its own expense and during the term of this Agreement, a policy of commercial General Liability insurance issued by an insurer reasonably satisfactory to Licensor covering each of the Activities with limits of liability of not less than $1,000,000.00 per occurrence and Automobile insurance with a limit of liability of not less than $1,000,000 for each accident. Licensee shall deliver to Licensor Certificate(s) of Insurance evidencing that such insurance is in full force and effect, and evidencing that Licensor has been named as an additional insured thereunder with respect to the Activities, prior to entering the Property. Additionally, in accordance with the provisions of Section 3700 of the Labor Code, Licensee shall be insured against liability for Workers' Compensation or to undertake self-insurance in compliance with that Code.

9. Successors. This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

10. Limitations. Licensor does not hereby convey to Licensee any right, title or interest in or to the Property, but merely grants the specific and limited contractual rights and privileges hereinabove set forth.

11. Notices. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and shall be deemed

given as of the time of hand delivery to the addresses set forth below, or if sent by United States registered or certified mail, postage prepaid, return receipt requested or nationally recognized overnight mail service (i.e., FedEx), on the date of actual delivery. Unless notice of a different address has been given in accordance with this section, all such notices shall be addressed as follows:

If to Licensor, to: Successor Agency to the Community Redevelopment Agency of the City of Compton
205 S. Willowbrook Avenue
Compton, California 90220
Attn: Executive Secretary

If to Licensee, to: Santa's Christmas Trees
421 West Almond Street.
Compton, California 90220
Attn: Brownie Mentlow

12. Assignment. This Agreement may not be assigned by Licensee, in whole or in part.

13. Governing Law. This Agreement shall be construed, enforced and interpreted in accordance with the laws of the State of California.

14. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. Furthermore, executed counterparts of this Agreement may be delivered by emails of pdf documents, and such electronic transmissions shall be valid and binding for all purposes when transmitted to and actually received by the other party. Notwithstanding the foregoing, each party delivering executed documents by email agrees to provide the other party with an original, hard copy of the relevant signed documents promptly after the request of the other party.

15. No Recording of Agreement or Memorandum of Agreement. In no event shall this Agreement or any memorandum hereof be recorded, and any such recordation or attempted recordation shall constitute a breach of this Agreement by the party responsible for such recordation or attempted recordation.

16. Miscellaneous. As part of this Agreement, Licensor has directed Licensee to contact the following agencies in connection with the proposed use of the Property prior to the commencement of the Activities: (i) the City's Parks and Recreation Department for all necessary fees and procedures; (ii) the Los Angeles County Sheriff's Department to ensure that any security plans for the event are in place; (iii) the City's Building and Safety for any applicable permits; (v) the City's Business License Division for all applicable licenses and permit fees; and (vi) the Compton Fire Department for any emergency medical assistance, if needed.

IN WITNESS WHEREOF, Licensor and Licensee have caused this Agreement to be executed and sealed, all the day and year first written above.

SANTA'S CHRISTMAS TREES
"LICENSEE"

Dated: _____

By: _____
Brownie Mentlow, Owner

SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON
"LICENSOR"

Dated: _____

By: _____
Jerome Groomes, City Manager

Approved as to form:

By: _____
Eric J. Perrodin, City Attorney

Dated: _____

ATTEST:

Dated: _____

By: _____
Vernell McDaniel, City Clerk

November 7, 2023

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: STREET SUPERINTENDENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE PROPOSAL FROM AMERICAN RECLAMATION FOR CITYWIDE ILLEGAL DUMPING CLEAN-UP, REMOVAL, AND HAUL AWAY SERVICES, TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A ONE-YEAR SERVICE AGREEMENT WITH TWO (2) ONE-YEAR EXTENSION OPTIONS AND TO ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED THREE HUNDRED THIRTY-FOUR THOUSAND DOLLARS ($334,000.00).

SUMMARY

A resolution of the City Council of the City of Compton accepting the proposal from American Reclamation for citywide illegal dumping clean-up, removal, and haul away services, to authorize the City Manager to enter into a one-year service agreement with two (2) one-year extension options and to issue a purchase order to American Reclamation in an amount not to exceed Three Hundred Thirty-Four Thousand Dollars ($334,000.00).

BACKGROUND

Illegal dumping is a major problem with significant social, health, environmental, and economic impacts. The City of Compton is not unique in facing the tremendous burden caused by illegal dumping. The most common sites for illegal dumping are vacant lots, alleyways, parkways, and unlocked dumpsters. The most commonly dumped items are appliances, tires, household waste, furniture, electronic and hazardous waste, and sometimes construction material. Illegal dump sites serve as a magnet for additional dumping. The City of Compton has begun several methods in which to address these issues;(1) hiring a private illegal dumping clean-up contractor, (2) assigning City crew to assist with illegal dumping clean-up, and (3) rapid reporting by the use of the City App.

STATEMENT OF THE ISSUE

The responsibility of illegally dumped waste falls exclusively to the City of Compton's Public Works Street Maintenance Department ("Department"). As a result, the Department advertised a Request for Proposal for Citywide Illegal Dumping Clean-up, Removal, and Haul Away services on April 10, 2023, in the Bulletin newspaper and on the City's website.

As a result of the Request for Proposal, four (4) illegal dumping contractors submitted their proposals by the stipulated deadline on May 4, 2023.

Illegal Dumping Contractor Submitters

1. American Reclamation, Inc.
2. New West Landscaping
3. SG & Sons
4. Screamin Eagle Services, Inc.

All four (4) illegal dumping contractors:

- Submitted their proposals on time
- Submitted their bid price sheets
- Met some or all of the minimum requirements for illegal dumping services

Schedule of Compensation Price Sheet:

American Reclamation, Inc	$209,130/annually
SG & Sons	**No cost specified***
New West Landscaping	$124,200/annually*
Screamin Eagle Services, Inc.	$421,500/annually

*Non-responsive to RFP

In accordance with the RFP, Contractors are required to perform the following illegal dumping abatement services at the following, but not limited to sites:

Alleys in all Districts	Alameda Corridors and Gazebos
Alondra Parkways	Atlantic Drive
Bullis Road Parkways	Central Avenue Medians
Compton Blvd. Parkways	El Segundo Blvd. Medians/Parkways
Greenleaf Blvd. Parkways	Long Beach Blvd. and Medians
Parmalee Parkways	Rosecrans Avenue Medians/Parkways
Sam Littleton Parkways	Santa Fe Avenue and Medians
Walnut Street and Medians	Industrial Areas
Willowbrook Avenue	Wilmington Parkways and Asphalt Medians

The Public Works Superintendent and staff evaluated each proposal and interviewed companies by telephone to evaluate staffing, equipment, and services. *The award of illegal dumping clean-up is not awarded to the lowest bidder but to the lowest most responsive bidder that meets the needs of the City*. As a result, the RFP Review Panel selected American Reclamation as the most responsive bidder. American Reclamation demonstrated throughout the review process the ability to manage the City of Compton's Illegal Dumping Clean-up, Removal, and Haul Away services, by specifying the equipment and personnel dedicated to this service.

American Reclamation will also provide the following contract enhancements:

1. Use of clean-burning vehicles.
2. Open a local service office/call center within the City of Compton.
3. Hire, train, and staff the local service office with employees recruited from the City's residential population.
4. Offer an annual $2,500 scholarship to a Compton Unified School District high school senior, who writes a paper on sustainable practices and/or the effects of illegal dumping in the community.
5. Join and actively participate in the Compton Chamber of Commerce.
6. Assist with and participate in the City of Compton's Dump Day and community

Compton's current illegal dumping contractor, Screamin Eagle Services, Inc., provides one box truck with three men daily. The contractor proposes to continue that equipment and staffing at a cost of $421,500.00 annually. By comparison, American Reclamation proposes to provide two rear-loading compactor trucks, and one stake bed truck each staffed with two men per truck at $209,130.00 annually for the same basic service. The level of service can be increased, by request from the City, for to up to seven trucks with two men in each truck for an amount not to exceed $501,600.00 annually.

RECOMMENDATION

Staff recommends the City Council accept the bid submitted by American Reclamation and authorize the City Manager to enter into a one-year service agreement with two (2) one-year options for extension and to issue a purchase order for the balance of FY 2023-24, in the amount of Three Hundred Thirty-Four Thousand Dollars ($334,000) for citywide illegal dumping clean-up, removal and haul away services.

FISCAL IMPACT

The Public Works Street Maintenance Department has funds available in the 2023-2024 Fiscal Year Budget in the amount of Three Hundred Thirty-Four Thousand Dollars ($334,000) in Account No. 1004-720-000-4266 (Measure P). This amount includes a prorated amount for 8 months for the Basic Service which is $209,130 annually for the

current fiscal year, and an additional amount of funding that provides the Public Works Street Maintenance Department with the fiscal capacity to request additional services if necessary during the current fiscal year. Additionally, funds will be allocated in future fiscal year budgets for these services.

DAMION TIMMONS
STREET SUPERINTENDENT

APPROVED FOR FORWARDING:

JEROME G. GROOMES
CITY MANAGER

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE PROPOSAL FROM AMERICAN RECLAMATION FOR CITYWIDE ILLEGAL DUMPING CLEAN-UP, REMOVAL, AND HAUL AWAY SERVICES, TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A ONE-YEAR SERVICE AGREEMENT WITH TWO (2) ONE-YEAR EXTENSION OPTIONS AND TO ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED THREE HUNDRED THIRTY-FOUR THOUSAND DOLLARS ($334,000.00).

WHEREAS, the major problem of illegal dumping has significant social, health, environmental, and economic impacts; and

WHEREAS, the City of Compton is not unique in facing the tremendous burden caused by illegal dumping throughout California; and

WHEREAS, the most common sites for illegal dumping are: vacant lots, alleyways, parkways, and unlocked dumpsters, which serve as a magnet for additional dumping; and

WHEREAS, the City of Compton has initiated several methods in which to address illegal dumping issues; (1) hiring a private illegal dumping clean-up contractor, (2) assigning City crews to assist with illegal dumping clean-up and haul away, and, (3) rapid reporting by use of the City App; and

WHEREAS, the Public Works Street Maintenance Department advertised a Request for Proposal for Citywide Illegal Dumping Clean-up, Removal, and Haul Away services on April 10, 2023, in the Bulletin newspaper and on the City's website; and

WHEREAS, as a result of the Request for Proposal, four (4) illegal dumping contractors submitted their proposals by the stipulated deadline on May 4, 2023:

Illegal Dumping Contractor Submitters		
1.	American Reclamation, Inc.	$209,130/annually
2.	Screamin Eagle Services	$421,500/annually
3.	New West Landscaping	$124,200/annually*
4.	SG & Sons	**No cost submitted***

*Non-responsive to the RFP

WHEREAS, *the award of illegal dumping clean-up is not awarded to the lowest bidder but to the lowest most responsive bidder that meets the needs of the City*; and

WHEREAS, the lowest bidder, New West Landscaping, did not readily possess the equipment needed for removal of illegal dumping, nor did they possess the personnel necessary to meet the aggressive demands of illegal dumping in the City of Compton; and

WHEREAS, the RFP (Citywide Illegal Dumping Clean-up, Removal, and Haul Away Services) Review Panel, selected American Reclamation as the next lowest responsive bidder, the company in response to the RFP, demonstrates the ability to manage the City of Compton Illegal Dumping Clean-up, Removal, and Haul Away services, by specifying the equipment and personnel dedicated to this service; and

WHEREAS, staff recommends the City Council accepts the bid submitted by American Reclamation and authorize the City Manager to enter into a one-year service agreement with two (2) one-year options for extension and to issue a purchase order for citywide illegal dumping clean-up, removal, and haul away services; and

WHEREAS, American Reclamation has a result-driven CEO and President who thrives in a business environment while being well versed in maintaining the organization's effectiveness and longevity and other staff who take pride in playing a key

role in maintaining and improving service levels to their customers. American Reclamation has the ability to perform illegal dumping removal, and clean-up services providing its team of 1 Operations Manager, 3 Drivers, 3 General Laborers and supplying 2 each Isuzu NPR HD model trucks with 8 cubic yard Diamond Back rear-loading compactors and 1 each Isuzu NPR HD stake-bed bobtail truck with hydraulic lift; and

WHEREAS, American Reclamation will furnish at its own expense; Bobcats, dump trucks, and roll-off containers for the collection and removal of illegally dumped items/debris; and

WHEREAS, funds for this expenditure are available in the 2023-2024 Fiscal Year Budget in account 1004-720-000-4266.

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

Section 1. That the proposal from American Reclamation is hereby accepted and all other proposals rejected.

Section 2. That the City Manager is hereby authorized to enter into a one-year service contract (i.e. November 13, 2023 – November 13, 2024) with two (2) one-year extension options for American Reclamation for the management of the Citywide Illegal Dumping, Removal, and Haul Away Services from Account No. 1004-720-000-4266.

Section 3. That a purchase order is authorized to be established for American Reclamation in the not-to-exceed amount of Three Hundred Thirty-Four Thousand Dollars ($334,000) from Account No. 1004-720-000-4266.

Section 4. That funds for this expenditure are available in the Fiscal Year 2023-2024 Budget in Account No. 1004-720-000-4266, additionally, funds will be allocated in Fiscal Year Budgets; 2024-2025 and 2025-2026.

Section 5. That a copy of this Resolution shall be filed in the offices of the City Clerk, City Attorney, City Manager, Public Works Street Maintenance Department, and the City Controller.

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

ADOPTED this _____ day of _____, 2023.

_____
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, Vernell McDaniel, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on this _____ day of _____, 2023.

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

May 3rd, 2023











AMERICAN RECLAMATION

COLLECT • RECYCLE • DIVERT • REUSE

American Reclamation Response To City of Compton Request For Proposal For Citywide Illegal Dumping, Clean-Up, Removal And Haul Away Services



COPY

4560 Doran Street

Los Angeles, CA 90039

(888) 999-9330

www.americanreclamation.com

AMERICAN RECLAMATION
4560 Doran Street · Los Angeles, CA · 90039-1006
(818) 552-4074 • FAX (818) 548-8814
Website: www.americanreclamationinc.com

May 4th, 2023

Office of the City Clerk
City of Compton
205 South Willowbrook Avenue
Compton, CA 90220

RE: REQUEST FOR PROPOSAL (RFP) FOR CITYWIDE ILLEGAL DUMPING CLEAN-UP, REMOVAL AND HAUL AWAY SERVICES

Dear Mr. Timmons,

American Reclamation would like to thank you for the opportunity to participate in your Request for Proposals (RFP) process for Citywide Illegal Dumping Clean-Up, Removal and Haul Away Services. American Reclamation remains prepared, ready and qualified to service the City in a manner that exceeds the requirements in the RFP, in addition to offering our enhancements as seen in our proposal response (scholarship, local office in the City of Compton, Chamber and Community Involvement, etc).

Throughout this procurement process, our operations, finance, and bidding teams have evaluated this procurement carefully, including but not limited to the RFP, bid matrix, and the scope of work to be performed.

The following individuals are duly authorized to make representations in regards to American Reclamation and this proposal response:

John R. Gasparian / President & CEO
D: (747) 257- 0422
O: (888) 999 – 9330 ext: 232
E: John@americanreclamation.com

John R. Gasparian Jr. / Vice President & General Manager
D: (747) 257-0352 / (213) 270-5958
O: (888) 999 – 9330 ext: 233
E: JohnG@americanreclamation.com

As seen in our proposal, American Reclamation has compiled the following enhancements into our RFP response, which will be made available to the City, it's residents, and businesses upon contract execution:

- Procure and establish a local office within City of Compton limits for residents, businesses, and City Officials to utilize.
- Annual $2,500 scholarship to a Compton Unified School District Senior who writes a paper on sustainable practices and/or on the effects of illegal dumping in our community.
- Active in the Compton Chamber of Commerce.

- Active Corporate Steward, with consistent involvement in local non-profit organizations and organizations bettering the community.
- Consistently exceed the expectations of the City and being a partner of the City's recycling goals for years to come.
- Clean burning and/or electric vehicles used to execute the removal of illegal dumping debris.

American Reclamation maintains an impeccable track record throughout Southern California and this partnership between our company and the City will mirror the work we have done for the past 37 years. Our focus is and will always remain focused on customer satisfaction, integrity, sustainability, and performing our duties in the most efficient way possible. Our work approach will optimize the services the City will receive, creating a better quality of life for the people working and living in the City of Compton.

We are available to answer any questions you may have, please do not hesitate to contact the representatives listed in this cover letter with requests for clarification or assistance in evaluating our proposal response.

We look forward to being of service and being a partner of the City for years to come.

Sincerely,

John R. Gasparian Jr., TRUE Zero Waste Advisor

Vice President & General Manager

May 3rd, 2023







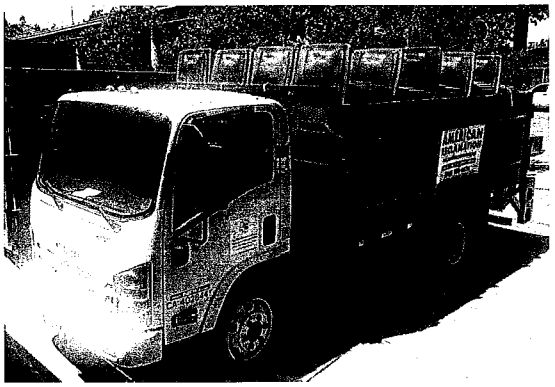




AMERICAN RECLAMATION

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American Reclamation Response To City of Compton Request For Proposal For Citywide Illegal Dumping, Clean-Up, Removal And Haul Away Services



4560 Doran Street

Los Angeles, CA 90039

(888) 999-9330

www.americanreclamation.com

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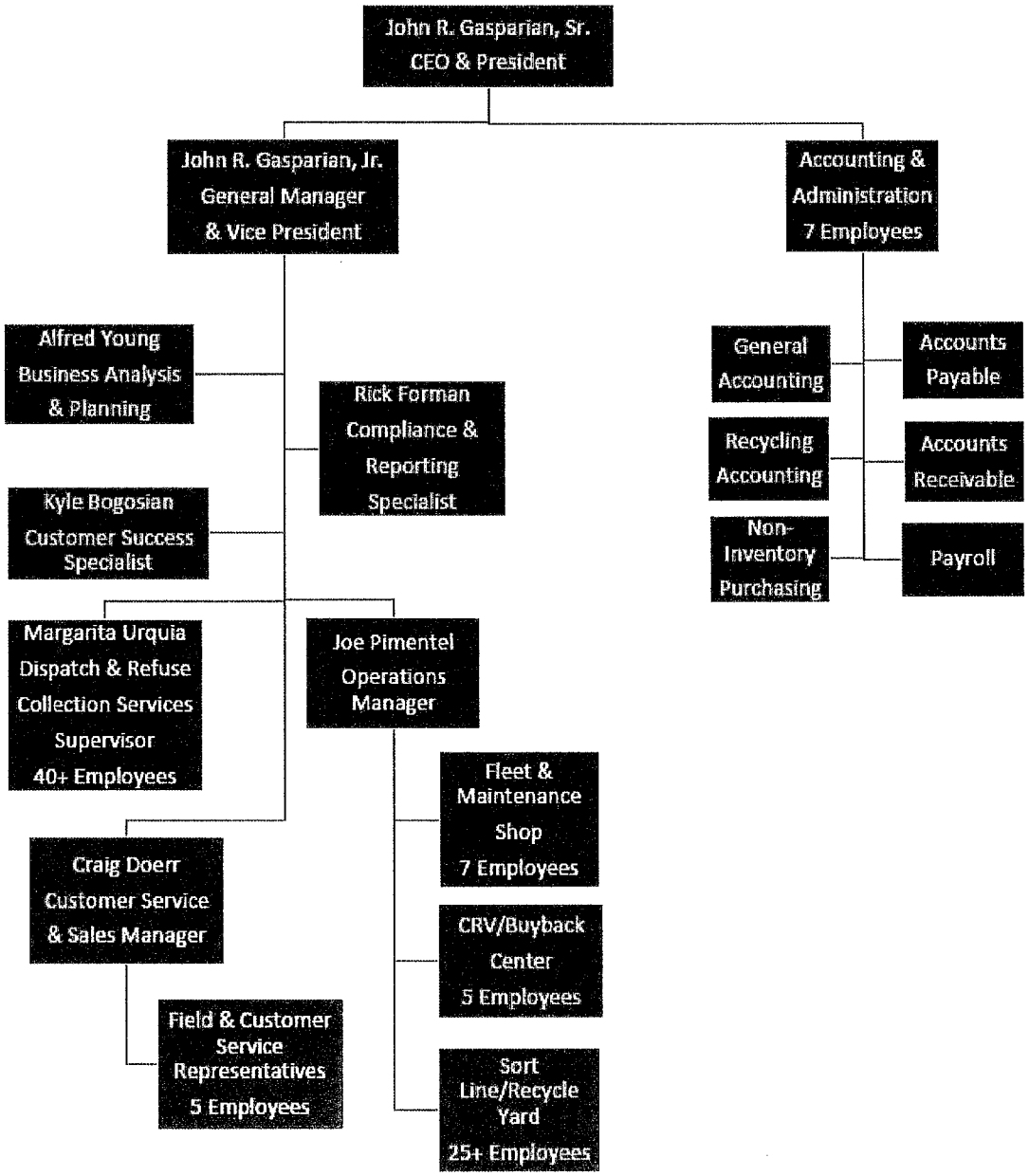
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1.0. COMPANY/FIRM INFORMATION

1.1. Operating Company:

- Name of Proposing Company: American Reclamation, Inc.
- Business Address: 4560 Doran Street
Los Angeles, CA 90039-1006
- Business Contact: John R. Gasparian, Jr.
General Manager and Vice President
- Business Contact Phone: (818) 552-4068, ext. 233
- Business Contact Email: johng@socoastrec.com
- Type of Business Entity: C Corporation
- State of Incorporation: California
- Date of Incorporation: July 14, 1986
- Years in Business: 37+ Years
- Corporation ID No.: C1380146
- Tax-Payer ID: 95-4062148
- DIR Contractor Registration No.: 1000051002
- Shareholders/Officers with Greater Than 10% Ownership: John R. Gasparian, Sr.
C.E.O. & President
- Percent Ownership: 100%
- Other Corporate Officers: John R. Gasparian, Jr.
General Manager & Vice President
- Number of Employed Sales Persons: 8 each in Los Angeles County
- Employed Drivers and Waste Collection Specialists: 30
- Number of Employed Licensed Contractors: N/A – Contractors not utilized
- Subcontractors to Be Utilized: None

1.2. American Reclamation, Inc. Organization Chart



1.4. Insurance

Please see Appendix A for American Reclamation, Inc.'s current certificates of insurance coverage.

2.0. QUALIFICATIONS AND REFERENCES

2.1. Qualifying Experience (Professionals)

American Reclamation, Inc. will dedicate the following key company personnel for the management of its citywide illegal dumping clean-up, removal and haul away services provided to the Department of Public Works of the great City of Compton, CA. All designated personnel are and will be based in the company's Compton-based office and corporate office at 4560 Doran Street, Los Angeles, CA 90039. ***Resumes of American Reclamation, Inc.'s key personnel are contained in Appendix B of this bid proposal.***

2.1.1. CEO/CFO & President: John R. Gasparian, Sr.

As founder and owner of American Reclamation, Inc., John serves as the Chief Executive Officer, Chief Financial Officer and President for all of the company's waste removal, hauling and recycling business operations. John is also responsible for the marketing and sale of sorted and baled recyclable commodities to domestic and overseas mills and processors and has 39+ years working experience in the waste hauling and recycling industries.

2.1.2. Vice President & General Manager: John R. Gasparian, Jr.

John Gasparian, Jr. is American Reclamation's General Manager and is responsible for overseeing its daily operations and any new program implementation on behalf of the company. John has been with the company for 6+ years, a graduate of Arizona University, Tucson, and has a True Advisor Zero Waste Management Certificate from the U.S. Green Building Business Council. ***To support American Reclamation, Inc.'s business activities with the City of Compton, John will serve as the company's business account manager and liaison to the City with responsibility for resolving any major business and bulky/abandoned item clean-up and collection program issues the City may have.***

2.1.4. Operations Manager: Joe Pimentel

Joe Pimentel is American Reclamation, Inc.'s Operations Manager responsible for overseeing the company's vehicle fleet, equipment maintenance shop, recycling yard operations, and its Buyback Center for separated CRV containers, scrap metal, cardboard and paper. He will oversee the daily deployment of the required refuse collection trucks for service in Compton, CA and ensuring that all company-supplied refuse collection vehicles and equipment are properly maintained and

serviced as required. Joe has over 23+ years of experience working for American Reclamation, Inc.

2.1.5. Route Supervisor: Margarita Urquia

As American Reclamation, Inc.'s Dispatcher, Margarita supervises the company's drivers, refuse collection and scale house staff. She is responsible for developing the daily refuse, recycling and organics collection routes, tracking front-loading bin and roll-off container placements, and ensuring customer service level requirements are met. ***Margarita will be responsible for processing all service requests from the City of Compton's Department of Public Works and for submitting before and after digital pictures of each City site requested to be cleaned up.*** Margarita has 28+ years of working experience with American Reclamation, Inc.

2.1.6. Customer Service Manager: Craig Doerr

Craig Doerr is American Reclamation, Inc.'s Marketing & Sales Manager responsible for overseeing the company's public outreach efforts and managing sales and customer service personnel. ***Craig is responsible for resolving reported customer service issues.*** He has worked for American Reclamation, Inc. for 21+ years and has 43+ years of experience in the recycling and waste hauling industries.

2.1.7. Compliance & Reporting Specialist: Rick Forman

To support American Reclamation, Inc.'s business activities with the City of Compton, ***Rick will serve as the company's reporting specialist with responsibility for preparing and submitting monthly reports required by the City***. Rick is responsible for identifying individual customer disposal and recycling requirements, preparing service proposals and quotations, developing sales collaterals and recycling education materials, and educating individual customers on preferred recycling and refuse disposal practices. Rick has worked for American Reclamation, Inc. for the past 9+ years and has 27 years of customer service and sales support experience. Rick has earned certificates as a LEED Green Associate and a CRRA Professional in Sustainable Resource Management.

2.1.8. Accounts Receivable: Katherine Vargas

Kathy handles American Reclamation, Inc.'s accounts receivable activities and ***will process all monthly billings to the City of Compton's Department of Public Works for services provided by American Reclamation and requested by the City. Kathy will be the first point of contact for any monthly billing issues the City may have and will provide any necessary billing reports to the City***.

2.2. Public Agency Experience and References

2.2.1. Governmental & Municipal Contract Collection Experience – During the Past 3 Years

Jurisdiction	Service Period	Contract Type	Customer Type	Services Performed	Outcomes	Jurisdiction Contact Information
County of Los Angeles Transition Implementation Experience	10/01/2022 To Present	Foothills Zone Exclusive Waste Franchise Contract (Altadena, La Crescenta & Montrose)	Commercial, Multifamily & Single Family Residential	Trash, Recycling, Organics Diversion & Bulky Item Collection (Bins, Carts & Roll-Offs)	Successfully Implemented Collection Services to Customers in LA County's Foothills Franchise Zone	Charles Darensbourg Commercial Franchise – Operations County of Los Angeles Dept. of Public Works 900 South Fremont Avenue Alhambra, CA 91803 Phone: (626) 458-5163
California Department of Transportation (Caltrans) – District 7 Maintenance	09/01/2021 to Present	Exclusive Agency Contract	State Agency – Road Maintenance District	Roll-Off Services for Debris, Bulky & Abandoned Items Removal	Successfully Provide Roll-Off Container Services to Caltrans District 7 Road Maintenance	Pete Gandara California Dept. of Transportation District 7 Maintenance 1940 S. Workman Mill Rd. Whittier, CA 90601
City of Pasadena, CA	1986 To Present January 2021	Non-Exclusive Franchise Contract Separate Award for Holiday Tree Collection	Commercial & Multifamily Residential and City Locations	Trash, Recycling, Organics Diversion & Bulky Item Collection Holiday Tree Collection	Successfully Operate in and Provide Service to Customers in the City since 1986. Successfully Removed Holiday Trees from All Designated Sites	Mayra Ruizesparza, Prog. Coordinator Department of Public Works Integrated Waste Management Department 100 North Garfield Ave. P.O. Box 7115 Pasadena, CA 91109-7215 Phone: (626) 744-7119
City of Glendale, CA	04/01/2018 to Present	Municipal Supplier Contract	Public Agency	Bulky &Abandoned Items & Holiday Tree Collection from Public Right of Ways	Successful Performance of Abandoned Item Collection during First Year; Contracted Extended for 2nd Year	Regina Wheeler Recycling Coordinator Integrated Waste Management Division Department of Public Works 548 W. Chevy Chase Drive Glendale, CA 91204 Phone: (818) 550-3432

Jurisdiction	Service Period	Contract Type	Customer Type	Services Performed	Outcomes	Jurisdiction Contact Information
Montebello Unified School District (MUSD) Transition Experience	8/01/2006 to Present	Exclusive Agency Contract	School District	Trash & Recycling Collection Services	Still Successfully Providing Services to Customer after 14+ Years of Service	Juan Rodriguez Operations Manager Montebello Unified School District 123 S. Montebello Blvd. Montebello, CA 90640 Phone: (323) 887-7900, ext. 6767
Santa Monica-Malibu Unified School District (SMMUSD) Transition Experience	7/01/2020 to Present	Exclusive Agency Contract	School District	Organics, Recycling & Trash Collection Services	Implemented a 3-Container System for Segregated Collection of Organics, Recycling & Trash At 18 Schools	Terance Venable Facilities & Maintenance Manager Santa Monica-Malibu Unified School District 1651 Sixteenth Street Santa Monica, CA 90404 Phone: (424) 581-5417
Los Angeles Unified School District (LAUSD)	07/01/2022 to Present	Exclusive Agency Contract	School District	Organics, Recycling & Trash Collection Services for Northeast Subdistrict	Implemented a 3-Container System for Segregated Collection of Organics, Recycling & Trash At 132 School Sites	Eric Donnell, SFP Los Angeles Unified School District 8525 Rex Road Pico Rivera, CA 90660 Phone: (213) 241-0453
Los Angeles Unified School District (LAUSD)	11/01/2017 to Present	Agency Supplier Contract	School District	Roll-Off Container Collection Services Provided for District's Maintenance & Operations	Successfully Implemented & Provided Roll-Off Collection Services for 13 M&O Branch Locations Plus 1200 Each Individual School Locations as Needed	Eric Donnell, SFP Los Angeles Unified School District 8525 Rex Road Pico Rivera, CA 90660 Phone: (213) 241-0453

Jurisdiction	Service Period	Contract Type	Customer Type	Services Performed	Outcomes	Jurisdiction Contact Information
Pasadena Unified School District	2/01/2021 to Present	Exclusive Agency Contract	School District	Trash & Recycling Collection Services	Implemented Trash & Recycling Collection Services for 43 School District Locations	Jessica Manuel Facilities/Maintenance/Transportation Administrative Assistant Pasadena Unified School District 740 West Woodbury Road Pasadena, CA 91103 Phone: (626) 396.5850 x 89098
Hollywood-Burbank Airport (Burbank-Glendale-Pasadena Airport Authority)	10/01/2019 to Present	Exclusive Agency Contract	Regional Community Airport	Trash & Recycling Collection Services	Successfully Implemented Trash & Recycling Collection Services for Airport Terminal and Hangar Locations	Maggie Martinez Manager, Noise & Environmental Compliance 2627 N. Hollywood Way Burbank, CA 91505 Phone: (818) 729-2226
County of Los Angeles, CA	07/01/2012 To Present	Non-Exclusive Franchise Contract	Commercial & Multifamily	Trash, Recycling & Organics Diversion Collection (Bins & Roll-Offs)	Successfully Provide Collection Services to Customers in Unincorporated Communities	Charles Darensbourg Commercial Franchise – Operations County of Los Angeles Dept. of Public Works 900 South Fremont Avenue Alhambra, CA 91803 Phone: (626) 458-5163
State of California Dept. of Parks & Recreation – Angeles District: Topanga Will Rogers	10/01/2019 to Present	Exclusive Agency Contracts	Parks & State Historical Parks	Mixed Trash and Recycling Collection Services Along with Roll-Off Services	Successfully Implemented Collection Services for 4 State Parks	Lori Harrod, Administrative Chief/ Brian Hisel, Administrative Officer I 1925 Las Virgenes Road Calabasas, CA 91302 Phone: (818) 880-0395/(818) 880-0352

2.2.2. References

The following are 6 examples where American Reclamation initiated a new collection contract to provide rubbish removal and recycling services for public agencies:

2.2.2.1. City of Glendale, CA, Department of Public Works' Integrated Waste Management Division: Started April 1, 2018 to provide holiday tree and abandoned item collection from the City's public right of ways. Service performed 5 days per week and includes daily logging of items collected. Successful performance during first year led to contract extensions for second year and current year.

- Service Performed: Bulky abandoned item and holiday tree collection from City's public right of ways (streets and alleys).

- Jurisdiction Representative:
  Regina Wheeler
  Recycling Coordinator
  Integrated Waste Management Division
  Department of Public Works
  548 W. Chevy Chase Drive
  Glendale, CA 91204
  Phone: (818) 550-3432

- Notable Challenge: Drivers learning particular hot spots for abandoned items for each daily route to ensure the collection of most volume of material on a daily basis. American Reclamation provides a front-loader compactor truck and a stake bed bobtail truck (for white goods and heavy items) working in tandem with a collection crew 2 people per truck.

2.2.2.2. City of Pasadena, CA Department of Public Works Integrated Waste Management Division: Selected on a competitive bid basis by the City to perform holiday tree collection and removal from the City's residential streets and the City's various public properties during the month of January 2021. American Reclamation provided a front-loader compactor truck with a collection crew of 2 people to successfully remove the holiday trees from all designated locations.

- Service Performed: Holiday tree collection/removal from City's residential streets and City-owned properties.

- Jurisdiction Representative:
  Carmen Rubio, Prog. Coordinator II
  Department of Public Works
  Integrated Waste Management Division

100 North Garfield Ave.
P.O. Box 7115
Pasadena, CA 91109-7215
Phone: (626) 744-7162

- Notable Challenge: None

2.2.2.3. California Department of Transportation (Caltrans) – District 7 Maintenance: Started September 1, 2021 for the supply and hauling of roll-off containers to support the removal of road debris, bulky and abandoned items collected from State of California public highways.

- Service Performed: Successfully provided roll-off container services to Caltrans District 7 road maintenance yard.

- Jurisdiction Representative:
  Pete Gandara
  California Department of Transportation
  District 7 Maintenance
  1940 S. Workman Mill Rd.
  Whittier, CA 90601

- Notable Challenge: None

2.2.2.4. Santa Monica-Malibu Unified School District: Started July 1, 2020 for the Exclusive Franchise term of 5-years for bin and roll-off services for segregated organics, recycling and trash collection services.

- Service Performed: Takeover service for bin service of segregated organics, recycling and trash collection service and roll-off container service on an as-needed basis for green waste and construction, demolition and inert debris for 18 school locations with over 65 bins. Implemented segregated organics collection for all 18 schools.

- Jurisdiction Representative:
  Terence Venable
  Facilities & Maintenance Manager
  1651 Sixteenth Street
  Santa Monica, CA 90404
  Phone: (424) 581-5417

- Number of Locations Serviced:
  18 Schools and 2 district administrative locations.
  68 Regularly scheduled front-loading 3-yard bins and 10-yard and 40-yard roll-off containers provided as needed

- Notable Challenge: Needed to implement and provide organics collection bins for all locations and educated district janitorial and maintenance staff on specific use of organics bins as well as tailor our collections service programs for the District to be in alignment with its published Sustainability Plan.

2.2.2.5. Montebello Unified School District: Started 2002 for the Exclusive Franchise for permanent bin and roll-off service for waste removal and recycling services.

- Service Performed: Takeover service for rubbish removal and recycling service for 30 schools and administration offices with 72 front loader bins and on-call roll-off services.

- Jurisdiction Representative:
  Juan Rodriguez
  Operations Manager
  Montebello Unified School District
  123 S. Montebello Blvd.
  Montebello, CA 90640
  Phone Number: (323) 887-7900, ext. 6767

- Number of Locations Serviced:
  30 Schools and administration buildings
  72 Front loader bins and on-call roll-off services

2.2.2.6. Hollywood Burbank Airport (Burbank-Glendale-Pasadena Airport Authority): Exclusive contract started October 1, 2019 for trash and recycling collection services.

- Service Performed: American Reclamation provides scheduled trash and recycling collection services 11 terminal and operations airport locations for the Burbank-Glendale-Pasadena Airport Authority plus 2 each privately-owned property airport terminal locations as well as roll-off container services on an on-call basis.

- Jurisdiction Representative:
  Maggie Martinez
  Manager, Noise & Environmental Compliance
  2627 N. Hollywood Way
  Burbank, CA 91505
  Phone: (818) 729-2226
- Number of Locations Serviced:
  4 Airport terminal locations and 9 hangar operations and maintenance locations.

- Notable Challenge: Needed to develop additional after-hours routes for airport terminal locations to avoid interference with airport traffic. Also, had to ensure all drivers servicing airport underwent special safety training and certification required for driving refuse collection trucks near airport tarmac areas.

3.0. LITIGATION

American Reclamation, Inc. currently does not have any outstanding litigation in which it is a named party to the litigation.

4.0. CONFLICT OF INTEREST

American Reclamation, Inc. currently does not have any potential conflicts of interest related to any specific business transactions pertaining to the City of Compton and its operations. However, we agree to disclose any future conflicts of interest should and when they occur.

5.0. ACCEPTANCE OF SCOPE OF WORK AND TERMS AND CONDITIONS OF RFP AND ADDENDUMS THERETO

American Reclamation, Inc. acknowledges and accepts all requirements, scope of work and terms and conditions of the City of Compton Department of Public Works' Request for Proposal "Citywide Illegal Dumping Clean-Up, Removal, and Haul Away Services" and any Addendums thereto without any exception including all sections pertaining to proposal evaluation, evaluation criteria, right to waive informalities, selection and evaluation process and general conditions.

American Reclamation certifies that it complies with The Equal Employment Opportunity Clause required under Executive Order 11246, the affirmative action commitment for disabled veterans and veterans of the Vietnam era, set forth in 41 CFR 60-250.4, the affirmative action clause for handicapped workers, set forth in 41 CFR 60-714.4, and the related regulations of the Secretary of Labor, 41 CFR Chapter 60, as incorporated by reference in the City of Compton's Request For Proposal "Citywide Illegal Dumping Clean-Up, Removal and Haul Away Services". American Reclamation further certifies it complies with the authorities cited above, and that it does not maintain segregated facilities or permit its employees to perform services at locations where segregated facilities are maintained, as required by 41 CFR 60-1.8.

6.0. BIDDER'S CAPABILITIES

American Reclamation, Inc. will supply 2 each Isuzu NPR HD model trucks with 8 cubic yard Diamond Back rear-loading compactors and 1 each Isuzu NPR HD stake-bed bobtail truck with hydraulic lift to provide collection and removal of items at illegal dump sites within the City of Compton. Each collection truck will have a 2-person crew (driver and helper) to facilitate the pickup of material. All trucks will be CARB-compliant; have

necessary safety equipment such as rear-view cameras, fire extinguisher, safety warning lights and back-up warning beepers; and carry a shovel, brooms and absorbent to clean up any spills and small debris. All trucks will display American Reclamation signage and phone number and will be registered with the City of Compton. All American Reclamation refuse collection vehicles undergo a 39-point inspection on a daily basis to ensure proper operating condition. Vehicles found to be in unsafe condition will be removed from operation in the field until the necessary repairs are made. All vehicles will be provided preventive maintenance in accordance with vehicle manufacturer's specifications either by American Reclamation's internal equipment maintenance shop or by an outside certified equipment dealer.

American Reclamation personnel will be uniformed, with reflective safety striping and American Reclamation labels, and carry American Reclamation ID cards. All drivers are required to have class A or B drivers licenses, a minimum of 3 years of truck driving experience and a clean driving record. All employees undergo a criminal background check, pre-employment physicals and drug testing upon hire, and American Reclamation performs random drug testing of employees throughout the year. Disciplinary actions, including termination, are taken against employees who violate the company's safety and zero-tolerance drug policies and procedures.

American Reclamation, Inc. operates its own recycling facility in Los Angeles, CA where recyclable items (such as white goods, scrap metal, scrap plastics, construction debris) collected from the City of Compton will be taken, sorted and processed. Our recycling facility has 2 each state-certified 70-foot public truck scales, and we will provide the City of Compton scale/weight tickets for each truck load of material picked up from illegal dump sites within the City of Compton.

Our collection trucks and crews will be available 7 days per week, including holidays, to clean up and remove material from illegal dump sites in the City within 24 hours of receiving an email or phone request from the City's Department of Public Works. American Reclamation's collection crews will take digital photos before and after cleanup at each illegal dump site, and these will be submitted to the City's Department of Public Works as evidence of work performed and any issues encountered. All American Reclamation refuse collection drivers will carry ruggedized tablet computers with cellular data connection to the company's business system for the recording daily time of spent at each site and number of items collected and the transmission of before and after cleanup site photos.

American Reclamation will directly coordinate with the City of Compton Public Works Street Maintenance Department pertaining to any lane closures or traffic control requirements. Abatement requiring traffic control will occur only during off-peak times. American Reclamation will comply with all local, state, and federal regulations. American Reclamation will report any trash and debris, furniture and other bulk items on private property or on the edge and outside of the City of Compton's boundary to the City representative. American Reclamation will correct any unsatisfactory performance as determined by the City for no extra compensation within ten (10) days of notification.

7.0. PROPOSAL ENHANCEMENTS

If awarded the contract for Citywide Illegal Dumping Clean-Up, Removal and Haul Away Services by the City of Compton, American Reclamation will provide the following proposal enhancements:

1. Open a local service office within the City of Compton, CA.
2. Hire, train and staff this local service office with employees recruited from Compton, CA residential population.
3. Offer an annual $2,500 scholarship to a Compton Unified School District senior, who writes a paper on sustainable practices and/or the effects of illegal dumping in our community.
4. Join and actively participate in the Compton Chamber of Commerce.
5. Assist with and participate in the City of Compton's Annual Arbor Day and Earth Day celebration events.

8.0. COST AND PRICING

- NOT TO EXCEED LUMP SUM: **$41,800.00 per month***
- Monthly estimated cost will be $17,427.33
- Not to exceed amount is in excess of twice the estimated cost to account for several clean-up vehicles in special occurrences
- Hourly Rate Per Crew: **$100.55 per hour**
- Each crew consists of 1 vehicle and 2 clean-up professionals
- All billing for services will be hourly and can be prorated if services are less than an hour or partial hours
- Inclusive of all disposal fees
- Inclusive of all requirements and goals stated in items A – F of Section IV, ***Proposal Purpose and Project Description - Purpose and Objective***, of the City's RFP

*It is anticipated that services rendered will be in an amount not to exceed $41,800.00 monthly and will be billable as an hourly rate.

APPENDIX A: American Reclamation, Inc.'s Certificate of Insurance Coverages

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/1/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Erin Viker
Arthur J. Gallagher Risk Management Services, LLC 745 Francis Street San Luis Obispo CA 93401	PHONE (A/C, No, Ext): 877-730-1222 FAX (A/C, No): 805-545-8224 E-MAIL ADDRESS: erin_viker@ajg.com
License#: 0D69293 AMERREC-10	
INSURED American Reclamation, Inc. 4560 Doran Street Los Angeles, CA 90039-1006	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A: Everest Indemnity Insurance Company 10851 INSURER B: Everest Denali Insurance Company 16044 INSURER C: State Compensation Insurance Fund of CA 35076 INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 1611361226 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	EF1ML00153-221	9/4/2022	9/4/2023	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						Pollution Liability	$ 1,000,000
B	AUTOMOBILE LIABILITY	Y	Y	EF1CA00037-221	9/4/2022	9/4/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR			EF1CU00107-221	9/4/2022	9/4/2023	EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			926741323	1/1/2023	1/1/2024	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The certificate holder is named as additional insured with respects to general liability per attached ECG 20 630 0517 and auto liability per CA20481013. Waiver of subrogation applies per attached ECG048430517 and ECA245030214.
Additional Insured: City of Compton and its respective elected and appointed officers, officials, employees, agents and volunteers

CERTIFICATE HOLDER	CANCELLATION
City of Compton 205 South Willowbrook Avenue Compton, CA 90220	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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POLICY NUMBER: EPICA00037221

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE

Name Of Person(s) Or Organization(s):

ALL ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT WITH THE NAMED INSURED TO BE NAMED AS AN ADDITIONAL INSURED ON THIS POLICY WITH REGARD TO THEIR OPERATION, MAINTENANCE, OR USE OF A COVERED "AUTO". THE WRITTEN CONTRACT MUST BE SIGNED PRIOR TO THE DATE OF THE "ACCIDENT".

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

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COMMERCIAL AUTO
ECA 24 503 02 14

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

Name of Person or Organization:
ALL PERSONS OR ORGANIZATIONS AS REQUIRED BY WRITTEN CONTRACT WITH THE NAMED INSURED. THE WRITTEN CONTRACT MUST BE SIGNED PRIOR TO THE DATE OF THE "ACCIDENT".

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The **TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US** Condition is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for an "accident" or "loss", provided that you are required under a written agreement to waive your rights of recovery. The written agreement must be made prior to the date of the "accident" or "loss". This waiver applies only to the person or organization shown in the Schedule above.

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POLICY NUMBER: EF1ML00153-221

EVEREST ENVIRONMENTALPLUS
ECG 20 630 05 17

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

EVEREST ENVIRONMENTALPLUS COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any owner, lessee or contractor whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of the loss.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "environmental damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for an additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury", "property damage", "environmental damage" or "personal and advertising injury" occurring after:

1. All work, including removal of materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of an additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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POLICY NUMBER:EF1ML00153-221

EVEREST ENVIRONMENTALPLUS
ECG 04 843 05 17

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

EVEREST ENVIRONMENTALPLUS COVERAGE PART

SCHEDULE

Name of Person or Organization: Blanket where required by written contract

Any person or organization that is:

1. An owner of real or personal property on which you are performing operations; or
2. A contractor on whose behalf you are performing operations.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Paragraph **19. Subrogation** of **Section IV – Conditions** is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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APPENDIX B: Resumes of American Reclamation, Inc.'s Key Employees

The next 8 pages contain the resumes of American Reclamation's key and professional employees:

John R. Gasparian, Sr.
John R. Gasparian, Jr.
Joe Pimentel
Margarita Urquia
Craig Doerr
Rick Forman
Katherine Vargas

JOHN GASPARIAN

888-999-9330
john@socoastrec.com

4560 Doran Street
Los Angeles, CA
90039

Profile

Result-driven CEO and President who thrives in a business environment while utilizing exceptional ability to steer a company's development towards success. Well versed in maintaining a company's effectiveness and longevity

Experience

CEO and President | American Reclamation, Inc. and South Coast Fibers, Inc.
Los Angeles, CA - 1988 to Present

- Runs day to day operations for American Reclamation and South Coast Fibers as their CEO and President.
- Serves as the company's primary liaison with city council members and state officials.
- Opened American Reclamation's C&D Facility in 2010 as well as the Chipping and Grinding Facility in effort to reduce waste from going to landfills. This made American Reclamation, as well as the state of California more environmentally sustainable.
- Responsible for securing company contracts with agencies such as the City of Los Angeles, County of Los Angeles, City of El Monte , City of Pasadena, MTA, LAUSD, MUSD, Caltrans, among other agencies.
- In charge of all day-to-day operations including truck routes, all long and short term contracts, domestic and overseas sales, rubbish division, scrap metal and waste paper buy-back centers.

Sales Manager | American Reclamation, Inc. and South Coast Fibers, Inc.
Los Angeles, CA - 1986-1988

- Founded American Reclamation, a division to the company that concentrates on rubbish and recycling in 1986 at 21 years old.
- Achieved growth and hit sales targets by successfully managing the sales team.
- Designed and implemented a strategic sales plan that expanded company's customer base and ensured it's strong presence.

Education

Cerritos Junior College

Cerritos - A.A. Business Degree, 1986

St. Paul High School

Sante Fe Springs, CA - 1983

JOHN R. GASPARIAN JR.

888-999-9330
johng@socoastrec.com

4560 Doran Street
Los Angeles, CA 90039

Profile

Takes ownership and pride in all things related to American Reclamation. He is Innovative in approaching new opportunities and completing the task at hand.

Experience

Facility Operations Auditor, American Reclamation, Inc. -- December 2016 to Present

- Analyzing our diversion rate on a monthly basis and studying the newest ways in which we can keep more waste out of landfills, increasing our company's environmental sustainability.
- Assessing the viability of our outlets we export material to to ensure we have a constant stream of outbound material, which helps our operation run smoothly on a daily basis.

Working as a Regional Sales Representative for American Reclamation, my duties have been wide spread and include but are not limited to the following:

- Outside Sales (Soliciting business by consulting with potential customers and helping them secure better rates and most importantly, exceptional service.)
- Registering our company with public and private agencies to ensure that we are aware of all bids and have the opportunity to bid on said contracts.
- Public Educational/Outreach Events Supervisor (I worked different events pertaining to back to school events, free bulky item pickups, E-Waste Cleanups, as well as Earth Day awareness educational events)

Education

Servite High School 2012-2016

University of Arizona 2016-Present

Technical Skills

- Strong Communication Skills
- Self-Driven and very motivated
- Microsoft Excel
- Microsoft Word

JOSE "JOE" PIMENTEL

888-999-9330
joe@socoastrec.com

4560 Doran Street
Los Angeles, CA
90039

Profile
Exceptional skill level with the ability to complete task with outstanding results. Manages and coordinates multiple responsibilities in a professional manner. Plays a key role in maintaining and improving service levels to our customers.

Experience

2008 to Present American Reclamation, Inc./South Coast Fibers, Inc. Los Angeles, CA
Operations Manager

- Manage buyback center, recycling yard and truck maintenance shop operations.
- Primary service contact for municipal and government agency customer accounts.

1999 to 2017 American Reclamation, Inc./South Coast Fibers, Inc. Los Angeles, CA
Sales Manager; Customer Service Representative; Special Projects Manager

- Handles customer inquiries/complaints; in charge of special projects; responsible for the completion of reporting forms and all matters pertaining to AB 939 and franchise fees.

3/98 to 11/99 American Excelsior Co. Pico Rivera, CA
Plant Manager

- Responsible for day-to-day production, purchasing and all plant functions.
- Managed all aspects of transportation, such as scheduling of truck deliveries, maintenance, leasing, safety and record keeping.
- Accountable for hiring, scheduling, delegating, and preparing time cards.
- Conducted monthly safety meetings.
- Performed inventory cycle counts.

1984 to 12/97 Seco Industries Montebello, CA
Plant Manager

- Responsible for the reorganization and day-to-day management of all warehouse, production and shipping operations; directed a staff of 150+ employees on 3 shifts in a 60,000 sq. ft. facility.
- Accountable for the preparation of production paperwork and pricing for bill of lading.
- Oversaw personnel functions, including hiring, training, scheduling, delegating, performance evaluation, and preparing time cards.
- Supervised monthly inventory process, requisitioned all materials, and established equipment maintenance schedule.

1982 to 1984 Grant & Company Los Angeles, CA
Driver

- Utilized class "B" driver's license in the operation of a delivery truck.

Education

1982 Diploma Garfield High School East Los Angeles, CA

Fred Pryor Seminars

- Exceptional Customer Service (6/97)
- Coaching Skills for Manager and Supervisors (4/97)

American Management Association

Legal Aspects of Human Resources (6/97)

MARGARITA URQUIA

888-999-9330
dispatch@socoastrec.com
4560 Doran Street
Los Angeles, CA
90039

Profile

Very skilled in coordinating all aspects of day to day scale operations. Manages operations that are very complex with a high level of professionalism

Experience

Dispatcher and Weigh Master | American Reclamation, Inc. and South Coast Fibers, Inc. Los Angeles, CA - 1985 to Present

Dispatcher

- Runs day to day operations for American Reclamation and South Coast Fibers
- Maintaining up to date truck schedule for our daily pick-ups and service.
- Dispatching and communicating with our fleet of rubbish and recycling trucks.
- Communicating with customers to provide them with excellent friendly service. .
- Works with our sales and customer service department to resolve any issues and special request.

Weigh Master/Cashier

- Duties of a cashier to pay customers for recyclables including running reports and balancing the cashbox each day.
- Accurately weighs and provides certified weight tickets to customers for the purchase of recyclables and to charge for the dumping of construction and demolition debris.
- Responsible for checking each load of recyclables purchased for the correct commodity and check loads that are charged for the correct commodity.

Education

Certifications of completion for Microsoft Excel and Word from Glendale Community College

1994 Graduated Glendale High School Glendale CA.

CRAIG DOERR

888-999-9330
craig@socoastrec.com

4560 Doran Street
Los Angeles, CA
90039

- **Profile**
- Experienced with starting recycling programs for large commercial accounts, but also small businesses, distribution centers, state and federal entities, nonprofit organizations and school districts. In the recycling industry for over 40 years. Very efficient with sales and customer service. Current manager for sales force with duties that include responding to request for proposals and bids and submitting numerous reports on a continuing bases.

Experience

2003 to Present American Reclamation, Inc. Los Angeles, CA
Marketing & Sales Manager

- Recruit and manage sales personnel and develop and implement marketing progams.
- Manage and maintain relationships with major customer accounts.
- Position involves purchasing additional tonnage (Paper, Metals, & Plastics) and managing existing accounts, inside and outside sales of waste hauling services, and processing purchase offers and agreements for the Los Angeles, Inland Empire and Orange County areas.
- Well versed in the standard specifications for paper grades and the requirements necessary to price accounts by determining quantity, grade, packing quality, transportation charges and terms of payment.

1997 to 2003 **Summit Pulp and Paper** **Compton, CA**
Purchasing Agent

- Position involved soliciting new accounts and managing existing accounts for Los Angeles, Inland Empire, and Orange County areas.

1992 to 1996 **Economy Recycling** **Costa Mesa, CA**
Owner

- Collection and sales of High Grade Paper
- Recycled computer printout and white ledger for Hughes Aircraft Facility in El Segundo, CA.

1988 to 1991 **Paper Recovery** **Santa Ana, CA**

Education

1976 to 1981 Orange Coast College Costa Mesa, CA
- Major Fine Arts

1972 to 1975 U. S. Army

1971 Graduated Pattonville School St Louis

RICK FORMAN

888-999-9330
rick@socoastrec.com

4560 Doran Street
Los Angeles, CA
90039

Profile

Sales Representative and Recycling Coordinator trained in and familiar with:

- AB's 939, 32, 341, 1826 & 2176
- Recycling Program Design
- Triple Bottom Line
- Precautionary Principle
- Materials Management
- Process Improvement
- Procedures Development
- Customer/Vendor Relations
- Solid Waste Auditing
- Zero Waste Management
- Extended Producer Responsibility
- Highest & Best Use of Material
- Project Management
- Systems Implementation
- Service Delivery Management
- Program Evaluation/Cost Analysis

Experience

Regional Sales Representative/Recycling Coordinator | American Reclamation, Inc./South Coast Fibers, Inc. Los Angeles, CA - 2013 to Present

- Identifies potential business opportunities and presents sales proposals and quotations to commercial customers for recycling services and waste removal services.
- Assists company in preparing major bid proposals in response to RFP's from municipalities and government agencies.
- Trains commercial customer employees on effective recycling and waste reduction practices.
- Prepared successful proposal and implemented program for American Reclamation to be designated county collection site on behalf of Carpet America Recovery Effort (CARE).
- Designs and prepares marketing and sales collateral material pertaining to company services, AB 341, AB 1826 and recycling.

Technical Ops. Analyst, Planning & Analysis, Field Service Operations | Ricoh USA, Simi Valley, CA -- 2010 -- 2012

Managed field service projects including identifying work tasks; preparing project schedules; scheduling/facilitating project team meetings; collecting, analyzing and summarizing data; measuring and reporting progress to management. Created and distributed monthly forecasts of customer product usage.

Third-Party Service Programs Manager, Production Printer Business Group | Ricoh USA, Simi Valley, CA – 2006 -- 2010

Managed production printer third-party service program. Supervised service contract coordinator. Developed maintenance pricing and prepared contract maintenance and Time & Materials repairs quotations to customers. Effectively and rapidly resolved service delivery issues with field providers by addressing customer complaints, problems and inquiries on 24x7 basis. Assisted with negotiation of authorized service provider and OEM/VAR customer support agreements developing terms conditions and preparing profit analyses of costs and pricing.

Education

- LEED Green Associate Certificate
- Graduate Certificate in Project Management, UCLA Extension
- Certification in Sustainable Resource Management, California Resource Recovery Association
- Masters-level Coursework in Management University of Redlands, Woodland Hills, CA
- Master of Arts, History, University of California, Santa Barbara, CA
- Bachelor of Arts, History & Political Science, University of California, Los Angeles, CA

KATHERINE VARGAS

888-999-9330
billing@socoastrec.com

4560 Doran Street
Los Angeles, CA
90039

Profile
Strong multi-tasker who takes customer issues seriously and punctually resolves them. Thrives in a team work environment and enjoys learning from team mates.

Experience

Account Receivable Supervisor, American Reclamation, Inc., Los Angeles, CA – December 2018 to Present

- Perform accounts receivable billing for all front-loader solid municipal waste and roll-off service for construction & demolition debris.
- Responsible for maintaining company files and customer records for rubbish and mixed recycling collection services including temporary bin and roll-off services.
- Generate various system reports to management for the purposes completing different municipal, county and state government forms needed for compliance reporting and annual permit renewals/
- Prepares all collected tonnage reports to show compliance with recycling and landfill diversion mandates of serviced municipalities, County of Los Angeles and State of California.

Receptionist/Secretary, American Reclamation, Inc. Los Angeles, CA -- June 2018 to November 2018.

- Provided daily customer service with walk-in customers and multi phone line calls
- Assisted with governmental bid proposals
- Processed daily deposits and entered in Quick Books Enterprise
- Tracking down company drivers for notification of pending customer pick ups

Secretary/Receptionist, Dynasty Gift Inc - Los Angeles, CA -- February 2015 to May 2018.

- Provided great customer service to walk-in customers to persuade them to buy company products from its wholesalers and retailers.
- Processed daily orders through phone calls, emails and fax and have them ready in a timely manner to meet our customer's requirement needs.
- Organized and maintained company show room with attractive clean displays to attract customers.
- Kept inventory up-to-date and in order.
- Participated in website and catalogue designs and on-site staffing of tradeshows.

Warehouse Manager, Essential Decor & Beyond, Santa Fe Springs, CA -- March 2016 to June 2018

- Received daily containers and updated the system on an hourly basis.
- Coordinated with warehouse personnel to load customer's loads into container.
- Followed up with all incoming orders, transfers and movements made in the warehouse. Prepared a daily report on any outgoing/incoming shipments.
- Managed a team of 10+ people in a peaceful, friendly and hard-working environment.
- Reviewed all inventory in stock on weekly basis. Reported shortages, missing and broken merchandise on a detailed report.
- Managed all important orders for big corporations where mistakes were not acceptable.
- Ensured warehouse was cleaned twice a week and stocked with necessary equipment, tools and materials needed to have employees work without problems, necessities or concerns.

Warehouse Clerk/Receptionist, Smart Intl Trading, Los Angeles, CA -- July 2013 to February 2016

- Welcomed walk-in customers from foreign countries and offered them our best prices and services.
- Received a high volume of merchandise on a daily basis and made sure all inventory was property entered and ready to ship by the end of the week.
- Properly tagged all sort of merchandise so it could legally enter other counties.
- Received all phone calls, emails and payments.

Sales Associate, Loehmann's, Los Angeles, CA -- February 2006 to May 2013

- Handled the cash register and office duties.
- Received and processed weekly shipments and payroll.
- Welcomed and attended to needs of our high-end clientele by providing them with a great customer service and professionalism to reach our monthly sales goals.

Education
Associate's Degree in Law
ICDC College - Van Nuys, CA
February 2010 to October 2011

Additional Information

- *Proficient with Microsoft Word, Excel, PowerPoint and SBT accounting system.*
- *Speak, write and read Spanish fluently.*
- Extensive customer service experience.
- High work ethic, dedication and professionalism.
- Positive attitude, hard-working, responsible and punctual.
- Able to work in a team or independently.

ABATEMENT SERVICES AGREEMENT
BETWEEN
AMERICAN RECLAMATION
AND
CITY OF COMPTON

This **AGREEMENT** is made 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 **AMERICAN RECLAMATION** (hereinafter referred to as "**CONTRACTOR")** located at 4560 Doran Street, Los Angeles, CA 90039.

AGREEMENT:

That the **CITY** and **CONTRACTOR**, for the consideration, terms and conditions herein described, mutually agree as follows:

1. SERVICES TO BE PERFORMED BY CONTRACTOR:

CONTRACTOR shall perform, in a professional manner, everything required to be performed, shall provide and furnish all the labor, materials, necessary tools, expendable equipment and all utility and transportation services for providing Citywide Clean-Up, Removal and Haul Away Services. More specifically, Contractor shall provide and perform the following services at/on all City owned alleyways and right-of-ways within the City and other locations as requested by the City:

- Respond to the designated work site within twenty-four (24) hours from request for services and approval of the cost proposal by the City of Compton
- Respond to emergency calls within four (4) hours of contact
- Trash and debris removal services including tipping services
- Alley Clean-up in all Districts
- Weed Abatement
- Roadside Clean-up
- Right-of-way Clean-up services
- Furniture and other bulk item removal
- Provide before and after digital photographs, within indication of date(s) taken and location of area(s) where services performed
- Completion of requested and approved services within the time specified by the City of Compton, be available to provide and perform requested services seven (7) days a week, including during and after business hours, weekends, and holidays, as needed
- Should abatement services performed by the Contractor require any lane closures or traffic control requirements, the Contractor shall coordinate directly with the City's Public Works Department before performing the affected services. Abatement services requiring traffic control shall occur only during off-peak traffic times.

The Contractor is also required to provide the following enhancements:

1. Use of clean-burning vehicles.
2. Open a local service office/call center within the City of Compton.
3. Hire, train and staff the local service office with employees recruited from the City's residential population.

4. Offer an annual $2,500 scholarship to a Compton Unified School District senior, who writes a paper on sustainable practices and/or the effects of illegal dumping in the community.
5. Join and actively participate in the Compton Chamber of Commerce.
6. Assist with and participate in the City of Compton's Dump Day and community events.

Illegal Dumping Hotspots by District

District 1 (addressed the 1st Week of the month)

1. North of Culver & Rosecrans
2. 1st alley West of Wilmington (between 137th to 132nd)
3. 1st alley West of Wilmington (between 137th to 132nd)
4. 1st alley West of Wilmington (between 137th to 132nd)
5. 1st alley West of Wilmington (between 137th to 132nd)
6. 1st alley West of Wilmington (between 137th to 132nd)

District 2 (addressed the 2nd Week of the month)

1. Dixon
2. Alley East of Alameda (btwn Banning and El Segundo - Homeless Encampment)
3. Alley North of Compton Blvd (btwn Harris and Locust)
4. Saunders Alley South of Rosecrans & Bradfield
5. 1st Alley east Bullis North of Orchard
6. Alley east of Locust (btwn Orchard and McMillan)
7. 1st Alley West of San Vicente & Gibson (North)
8. 1st Alley West of San Vicente & Gibson (South)
9. E. Lindsley & Gibson Ave
10. 1st Alley East of Oaks & Santa Fe (btwn Pine and Oaks)

District 3 (addressed the 3rd Week of the month)

1. Alley East of Acacia (btwn Cypress and Myrrh)
2. Alley South of Alondra (between Aprilia and CVC Alley)
3. Alley Behind CVS at Alondra and Central

District 4 (addressed the 4th Week of the month)

1. Reeve St. & Alameda

2. Washington & Greenleaf
3. Alley East of Long Beach (Between Caldwell and Greenleaf (Cuzco Alley)
4. Alley North of Pannes and Alondra
5. Alley South of Pannes and Alondra
6. 1st Alley South of Compton (btwn Rose and Alameda)
7. Alley North of Palmer (btwn Santa Fe and Poinsettia)
8. Alley South of Palmer (btwn Santa Fe and Poinsettia)

2. TRANSFER AND DISPOSAL

Where applicable, no more than five (5) working days will be allowed for hauled illegal materials to remain at any staging area designated by the City for use during the period of this contract.

3. COMPENSATION:

The method of payment for the services rendered pursuant to this Agreement shall be based on a fee-for-service basis, billable at the unit price rates specified within the **CONTRACTOR's Proposal**. It is understood and agreed between the parties that the maximum compensation payable for the services to be provided by the **CONTRACTOR** during a twelve (12) month period for each year of this Agreement shall not exceed Five Hundred One Thousand Six Hundred Dollars ($501,600)**.**

The total sum paid to the **CONTRACTOR** will include compensation for all work, including travel, materials, supplies, vendor services, expenses, and subcontracted work. No additional compensation will be paid to the **CONTRACTOR** unless there is a change in the scope of the services or the scope of the project. In the instance of a change in the scope of services or scope of the project, adjustment to the compensation may be negotiated between the **CONTRACTOR** and the **CITY**. Adjustment in the compensation will not be effective until authorized and approved by contract amendment**.**

Progress payments may be made in arrears based on the percentage of work and deliverables completed by the **CONTRACTOR**. If **CONTRACTOR** fails to perform the required services according to schedule or other provisions of this Agreement, the **CITY** shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions noted herein.

CONTRACTOR shall be reimbursed within thirty (30) days, or as promptly as fiscal procedures may permit, upon receipt by the **CITY** of itemized and detailed invoices for services completed. Invoices shall be submitted no later than 45 calendar days after the performance of work for which the **CONTRACTOR** is billing. Invoices shall be delivered or mailed to the Street Superintendent, Public Works Street Maintenance Department at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

The **CONTRACTOR** is required to comply with all federal, state and local laws and ordinances applicable to the work.

In the event of termination, the **CONTRACTOR** shall be entitled to compensation for the undisputed reasonable value of services performed to the effective date of termination; provided, however, that the **CITY** may condition payment of such compensation upon the **CONTRACTOR's** delivery to the **CITY** of any and all **CITY** property, documents, reports, records, materials, and work product associated with the performance of this Agreement.

4. Safety:

4.1 Contractor shall have overall responsibility for safety precautions and programs in the performance of the services.

4.2 Contractor shall seek to avoid injury, loss or damage to persons or property by taking reasonable steps to protect:

. a Employees and all other persons at the location where services are rendered ("Site");

. b Materials and equipment stored on the Site or off the Site at locations for use in the performance of the work; and

.c The assigned project Site and all property located at the Site, whether or not said property or structures are part of the project or involved in the work.

4.3 Contractor shall designate an individual at the Site of the assigned project in the absence of the Contractor who shall act as the Contractor's designated safety representative with a duty to prevent accidents.

4.4 Losses not insured under property insurance which may arise from the performance of the work to the extent of the negligence attributed to such acts or omissions of the Contractor or anyone for whose acts the Contractor may be liable, shall be promptly remedied by the Contractor at the Contractor's cost and without reimbursement by the City as a cost of work, or in any other manner.

4.5 If the City deems any part of the work or Site unsafe, the City may require the Contractor, without assuming responsibility for the Contractor's safety program, to immediately stop the performance of the work or take corrective measures. Neither the City's order nor the Contractor's action in response thereto shall be the basis for adjustment in the contract price or contract time.

4.6 Contractor shall immediately notify the City of any illegal dumping of hazardous materials and other emergency public safety issues observed at the Sites where services are performed.

5. TERM OF AGREEMENT:

The term of this Agreement shall be for a period of one year, beginning November 13, 2023, through November 13, 2024, with the option of two (2) one-year extensions, unless terminated earlier as provided herein.

6. INDEPENDENT CONTRACTOR STATUS:

CONTRACTOR, its officers, employees, subcontractors, agents, and volunteers (collectively hereinafter the "Contractor"), is a wholly independent Contractor and not an officer, employee, subcontractor, or agent of the **CITY**. Neither the **CITY** nor any of its officers, employees, agents, or volunteers shall have any control over the conduct of the **CONTRACTOR**, except as expressly set forth in this Agreement. **CONTRACTOR** expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Agreement shall not at any time or in any manner, represent that **CONTRACTOR** is in any manner officers, employees, agents or volunteers of the **CITY**. **CONTRACTOR** shall obtain no rights to retirement, health care or any other benefit that accrue to **CITY** officials, officers, or employees. **CONTRACTOR** expressly waives any claim to such rights.

7. SUCCESSORS, ASSIGNMENT AND DELEGATION:

CITY and the **CONTRACTOR** each binds themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Agreement shall assign the Contract or sublet it in whole or part without the written consent of the other, nor shall the **CONTRACTOR** assign any monies due or to become due to it hereunder, without the previous written consent of the **CITY**. Any attempted assignment of this Contract without the written consent of both parties is void.

8. NONDISCRIMINATORY EMPLOYMENT PRACTICES:

During the performance of this Agreement, the **CONTRACTOR** agrees not to discriminate against any employee or applicant for employment because of race, sex, creed, color, religion, age, sexual orientation, marital status, national origin, political affiliation, handicap or belief in accordance with requirements of City, State or Federal laws and regulations. **CONTRACTOR** will take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment without regard to their race, sex, creed, color, religion, age, sexual orientation, marital status, national origin, political affiliation, handicap or belief in accordance with requirements of City, State or Federal laws and regulations. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The **CONTRACTOR** agrees to post in conspicuous places, available to employees, applicants, and subcontractors for employment, notices setting forth the provisions of this non-discrimination clause.

In the event of the **Contractor's** non-compliance with the non-discrimination clause of this Agreement, this Agreement may be immediately canceled, terminated or suspended in whole or in part.

9. INDEMNIFICATION:

CONTRACTOR shall indemnify and save harmless the **CITY**, its officials, officers, employees, agents and volunteers (collectively hereinafter the "City"), against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the **CITY** and shall defend, indemnify and save the **CITY** from any and all liability and expense including defense costs and legal fees, and claims, demands, suits, actions or proceedings of any kind or nature, including Workers' Compensation claims, of or by anyone whomsoever in any way resulting from or arising out of the negligent or intentional acts or omissions for **CONTRACTOR**, its officers, employees, subcontractors or agents on account of the performance or character of this work.

This indemnification and hold harmless obligation do not extend to claims arising out of the sole negligence or willful misconduct of the **CITY**.

10. INSURANCE:

A. **CONTRACTOR**, by executing this Agreement, hereby certifies:

(1) "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code and I will comply with such provisions before commencing the performance of the work of this Contract."

(2) ***CONTRACTOR*** *further agrees to require all subcontractors to carry Worker's Compensation Insurance as required by the Labor Code of the State of California.*

B. Without limiting **CONTRACTOR's** indemnification of the **CITY**, **CONTRACTOR** shall provide and maintain at its own expense during the term of this Agreement the following program(s) of insurance covering its operations hereunder. Evidence of such insurance, which shall be provided by insurer(s) satisfactory to the **CITY's** Risk Manager, shall be delivered to the **CITY**. Such evidence shall express conditions that the **CITY** is to be given written notice at least thirty (30) days in advance of any termination or implementation of a reduction of limits or material change of insurance coverage as specified herein, including at least ten (10) day notice of any non-payment of premium(s). ***Failure on the part of the Contractor to procure or maintain insurance shall constitute a material breach upon which the CITY may immediately terminate this Agreement.***

All insurance required hereunder shall be primary with respect to any insurance maintained by the City and shall not call on the City's program for contributions. Program(s) of insurance shall include:

1. General Liability. **CONTRACTOR** shall provide and maintain at its own expense during the term of this Agreement a policy of Commercial General Liability Insurance, inclusive of personal injury liability and broad form property damage coverage, in an amount not less than **One Million Dollars ($1,000,000.00)** per occurrence. The coverage shall be written on an occurrence basis. Claims made coverage is not acceptable.

2. Workers' Compensation Insurance. **CONTRACTOR** shall provide and maintain at its own expense during the term of this Agreement a program of Workers' Compensation Insurance and Employer's Liability Insurance in an amount and form to meet all applicable requirements of the State Labor Code and which specifically covers all persons providing services by or on behalf of the **CONTRACTOR** and all risks to such persons under the Agreement.

3. Automotive Liability. A program of insurance with a limit of liability of not less than **One Million Dollars ($1,000,000.00)** for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

4. Insurance Endorsements. The liability insurance policy(ies) shall be endorsed with the following language:

. a The City of Compton and its respective elected and appointed officers, officials, employees, agents, and volunteers are to be named and covered as **"additional insureds"** with respect to liability arising out of the activities of the **CONTRACTOR**.

. b The insurer waives all rights of subrogation against the **CITY**.

.c Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the **CITY.**

. d Identity of the insured(s).

Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the **CONTRACTOR** under the terms of the Agreement. The **CONTRACTOR** is advised that the **CITY does not** carry Contractor's Risk insurance, and the Contractor shall obtain its own coverage. **CONTRACTOR** shall procure and maintain, at its own costs and expense, any additional kinds and amounts of insurance that, in its own judgment, may be necessary for the proper protection of the work. **CONTRACTOR** shall ensure any and all contracts with its Trade Contractors performing services under this Agreement meet the insurance requirements of this Agreement.

11. PERMITS AND LICENSES:

CONTRACTOR, at its own expense, during the term of this Agreement, shall obtain and maintain all appropriate business and professional permits, licenses and certificates that may be required in connection with the performance of services by the **CONTRACTOR**.

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

12. WARRANTIES:

CONTRACTOR warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the **CONTRACTOR**, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for the **CONTRACTOR**, any fee, commission, percentage, brokerage fee, gift or contingent fee. For breach or violation of this warranty, the **CITY** has the right to annul this Agreement without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

13. FEDERAL AND STATE WITHHOLDING TAXES:

CONTRACTOR shall be responsible for paying when due all federal and state income withholding taxes for all earnings under this Agreement. **CONTRACTOR** agrees to indemnify **CITY** for any claims, costs, losses, fees, penalties, interest, or damages suffered by **CITY** resulting from **CONTRACTOR's** failure to comply with this provision.

14. COMPLIANCE WITH LAW:

All services rendered hereunder shall be provided in accordance with the requirements of relevant local, State and Federal laws, including compliance with the Air Quality Management District (AQMD) standards and orders.

15. WAIVERS:

A waiver by either party to this Agreement of any breach of any terms, covenants, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

16. TERMINATION:

Notwithstanding any other provision of this Agreement, this Agreement may be terminated as follows:

A. The **CONTRACTOR** becomes insolvent; that is, it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not it

has committed an act of bankruptcy, and whether or not insolvent within the meaning of the

federal Bankruptcy law, then, the **CITY** may, without prejudice to any other right or remedy and after giving the **CONTRACTOR** seven (7) days written notice, terminate this Agreement.

B. The **CONTRACTOR** persistently or repeatedly refuses or fails, except in cases for which extensions of time are provided, to supply enough properly skilled workers, property or material, or if he fails to make prompt payment to subcontractors or for materials or labor, or he persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, then, the **CITY** may, without prejudice to any other right or remedy and after giving the **CONTRACTOR** seven (7) days written notice, terminate this Agreement.

C. The **CONTRACTOR** fails to perform or breaches any material obligation under this Agreement, then, the **CITY** may, without prejudice to any other right or remedy and after giving the **CONTRACTOR** seven (7) days written notice, terminate this Agreement.

D. The **CITY** may terminate this Agreement at any time by giving thirty (30) days written notice of termination to **CONTRACTOR**. If the **CITY** gives such notice of termination, **CONTRACTOR** shall cease immediately all work in progress, unless otherwise directed by the

CITY. Upon termination **CONTRACTOR** shall furnish to the **CITY** a final invoice for work performed.

17. AMENDMENTS:

This Agreement may be modified or amended only be written document executed by both **CONTRACTOR** and **CITY's** City Manager and approved as to form by the City Attorney. Such document shall expressly state that it is intended by the parties to amend the terms and conditions of this Agreement.

18. GOVERNING LAW AND SEVERABILTIY:

This Agreement shall be governed by and construed under the laws of the State of California. Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the un-excised portion, can be reasonably interpreted to give effect to the intentions of the parties.

19. CONTRACTOR's BOOKS AND RECORDS:

CONTRACTOR shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to work, services, expenditures, and disbursements charges to the **CITY** for the period and to the extent required by laws relating to audits of public agencies and their expenditures.

CONTRACTOR shall maintain all documents and records that demonstrate performance under this Agreement for the period and to the extent required by laws relating to audits of public agencies and their expenditures.

Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the **CITY** or a designated representative. Copies of such documents shall be provided to the **CITY** for inspection when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at **CONTRACTOR's** address indicated for receipt of notices in this Agreement.

20. EXAMINATION AND AUDIT:

This Contract shall be subject to examination and audit by the State Auditor of the State of California and any duly authorized representative of the federal government, at the request of the **CITY**, or as part of any audit of the **CITY**, for a period of three (3) years, or longer if required by law, after final payment under this Agreement.

21. EXTENT OF AGREEMENT:

This Agreement constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all and any part of the subject matter hereof. Nothing contained in this Agreement shall create any contractual relations between any subcontractor and the **CITY**.

Incorporated herein and made a part hereof are the **CITY's "Request for Proposal for Citywide Illegal Dumping, Clean-up, Removal and Haul Away Services for the City of Compton"** and the **CONTRACTOR's Proposal for "Citywide Illegal Dumping, Clean-up, Removal and Haul Away Services"** (dated May 4, 2023).

22. NOTICES:

Any notices required or permitted under this Agreement shall be effective when delivered in person; and effective one (1) business day after delivery by facsimile transmission; and effective three (3) business days after mailing by U.S. Mail, postage prepaid and properly addressed as follows:

TO CONTRACTOR:

American Reclamation
4560 Doran Street
Los Angeles, CA 90039
Attn: John Gasparian, President & CEO

888-999-9330

(John@americanreclamation.com)

TO CITY: **CITY OF COMPTON**
205 South Willowbrook Avenue
Compton, California 90220
Attn: Public Works Street Superintendent
(310) 605-5691
(dtimmons@comptoncity.org)

NOTE: A copy of any notice provided to the Director of Public Works shall also be provided to: City Manager, 205 South Willowbrook Avenue, Compton, California 90220.

In the event of any change of address, the moving party is obligated to notify the other party of the change of address in writing. Each party may amend, supplement and update the notice list to add, delete or replace any listed individuals; however, the amendment must be in writing.

23. CERTIFICATIONS:

CERTIFICATIONS OF CONTRACTOR

I, John Gasparian**, HEREBY CERTIFY** that I am the Owner, and duly authorized representative of the **CONTRACTOR** firm of **AMERICAN RECLAMATION**, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement; nor

(b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this agreement.

DEBARMENT AND SUSPENSION CERTIFICATION

The **CONTRACTOR**, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years;
- does not have a proposed debarment pending; and

- has not been indicted, convicted, or had a civil judgment rendered against he/she/it by a court of competent jurisdiction in any matter involving fraud or official misconduct in

  connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract under a public transaction; violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property within the past 3 years; and
- are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with the commission of any of the offenses enumerated in the preceding paragraph; and
- have not had one or more public transactions (Federal, State, or local) terminated for cause or default within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

[Supply exceptions on separate page]

For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

[Attach separate page]

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction.

The above certifications are part of this contract. Signing this agreement on the signature portion thereof shall also constitute signature of the above Certifications.

_____ _____

John Gasparian, President & CEO **(Date)**

24. MISCELLANEOUS:

CONTRACTOR and **CITY** acknowledge that the terms of this Agreement have been mutually negotiated and that such documents shall not be interpreted against either **CITY** or **CONTRACTOR** on the basis that either party was responsible for or in control of the drafting of such documents.

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

IN WITNESS WHEREOF, CONTRACTOR has executed this Agreement, and the **CITY**, by its City Manager, who is authorized to do so, has executed this Agreement.

AMERICAN RECLAMATION
CONTRACTOR

Dated: _____ **By_____**
John Gasparian, President & CEO

CITY OF COMPTON
Recommended for Approval:

By _____ **Dated: _____**
Damion Timmons, Street Superintendent
Public Works Street Maintenance Department

Approved by:

Dated: _____ **By_____**
Jerome G. Groomes, City Manager

Approved as to form:

By _____ **Dated: _____**
Eric J. Perrodin, City Attorney

ATTEST:

Dated: _____ **By_____**
Vernell McDaniel, City Clerk

CITY OF COMPTON

PUBLIC WORKS STREET MAINTENANCE DEPARTMENT

REQUEST FOR PROPOSAL

CITYWIDE ILLEGAL DUMPING CLEAN-UP, REMOVAL AND HAUL AWAY SERVICES

Solicitation Issue Date: Wednesday, April 10, 2023

PROPOSALS DUE BY:

THURSDAY, MAY 04, 2023 AT 5:00 PM

For general and technical inquiries, please contact Damion Timmons at 310-605-5691 or dtimmons@comptoncity.org

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CITY OF COMPTON

REQUEST FOR PROPOSAL TO PROVIDE CITYWIDE ILLEGAL DUMPING CLEAN-UP, REMOVAL AND HAUL AWAY SERVICES

I. Introduction

A. The City of Compton Public Works Department, hereinafter referred to as "City", invites interested and experienced illegal dumping clean-up and removal service contractors, hereinafter referred to as "Contractor", to submit written proposals in response to Request for Proposal (RFP) to provide Citywide illegal dumping clean-up, removal and haul away services on an "as needed" basis. The removal of debris is fundamental to the City's Clean Compton Initiative, a comprehensive multi-faceted systematic approach to the eradication and prevention of blight in the City for the improvement of the quality of life for all who live, work, and visit the great City of Compton.

II. Proposals Access and Due Date

A. The Citywide Illegal Dumping Clean-up, Removal and Haul Away Services RFP can be accessed on the City's website at www.comptoncity.org, and all responses should be submitted in accordance with the instructions set forth in the RFP that is due by or before 5:00 pm, Thursday, May 04, 2023.

III. Proposal Point of Contract and Submission

A. Written proposal responses must include one (1) original bound copy containing original signature, one (1) unbound copy (single sided) and one (1) digital copy of proposal. Responses received after the specified date and time will not be considered. Written responses shall be considered firm offers to provide the services described for a period of ninety (90) days from the time of submittal.

B. Questions and inquiries should be directed to Damion Timmons, Public Works Street Maintenance Department, City of Compton, 205 South Willowbrook Avenue, Compton, CA 90220. For telephone inquiries, call (310) 605-5691, and/or email inquiries to dtimmons@comptoncity.org.

C. Completed proposals shall be enclosed in a sealed envelope addressed to:

Office of the City Clerk
City of Compton
205 South Willowbrook Avenue
Compton, CA 90220
Attention: RFP: Citywide Illegal Dumping Clean-up, Removal and Haul Away Services

IV. Proposal Purpose and Project Description - Purpose and Objective

A. The purpose of this RFP is to outline the City's interest in obtaining the services of a qualified firm to provide illegal dumping clean-up, removal and haul away services on an "as needed" basis.

CITY OF COMPTON

The overall objective of this RFP is to obtain trash and debris removal services, alley clean-up, weed abatement, roadside clean-up and right-of-way clean up services, and other services as requested and authorized and approved by the City. Prior to entering into a contractual agreement for project implementation, an agreed upon scope of work and project pricing will require separate City Council approval.

B. Scope of Work

This RFP represents the requirements for an open, competitive, and timely process. The preliminary scope of work is to provide illegal dumping abatement along the following, but not limited to, **partial** list of work sites:

Alleys in all the City Districts	Alameda Corridor and Gazebos
Alondra Parkways	Atlantic Drive
Bullis Road Parkways	Central Avenue Medians and Parkways
Compton Blvd. Parkways	El Segundo Medians and Parkways
Greenleaf Parkways	Long Beach Blvd. and Medians
Parmalee Parkways	Rosecrans Avenue Medians and Parkways
Sam Littleton Parkways	Santa Fe Avenue and Medians
Walnut Street and Medians	Industrial Areas
Willowbrook Avenue	Wilmington Parkways and asphalt medians

C. Duties and Procedures

As the work is performed, the Contractor is required to provide measurement and verification of services with before and after pictures of designated work site(s).

1. The Contractor shall perform, in a professional manner everything required to be performed, shall provide and furnish all the labor, materials, necessary tools, expendable equipment and all utility and transportation services for providing clean-up, removal and haul away services on an "as needed" basis.
2. Responsiveness- Contractor shall provide and perform the following services at/on designated public property, as requested by the City.
    i. Contractor is required to respond to the designated work location of the request for service within twenty-four (24) hours from the request for services.
    ii. The Contractor shall be available seven (7) days a week, including holidays. The City expects the Contractor to respond promptly during and/or after business hours, on weekends and holidays as directed.
3. Photography – Provide before and after digital pictures of area(s) where services are performed.
    i. Produce digital photographs of the job site before work is performed and

after work has been completed. Digital photographs shall be saved with the date and location. Evidence of completed work orders shall consist of such digital photographs provided to the City along with invoices.

4. Traffic Coordination – Contractor will coordinate directly with the City of Compton Public Works Street Maintenance Department regarding any lane closures or traffic control requirements. Abatement requiring traffic control shall occur only during off peak times. The Contractor shall remain in compliance with all local, state, and federal regulations.

D. Additional Requirements

1. As discovered, report trash and debris, furniture and other bulk items on private property or on the edge and outside of the City of Compton's boundary to the City representative.
2. Contractor will have ten (10) days to correct any unsatisfactory performance as determined by the City for no extra compensation. If the correction is not made within ten (10) days, no payment shall be rendered for the work. If two (2) of these instances occur within a 12-month period without correction in ten (10) days, the City can terminate for cause upon a seven (7) days written notice given by the City. Additionally, the City can terminate the contract by providing a written thirty (30) days' notice.
3. The Contractor shall maintain a valid City Business License, in addition to all permits, certificates, and licenses necessary to perform the clean-up and removal services described herein.
4. The Contractor may not assign this contract or subcontract to another party for performance of the terms and conditions hereof without written consent of the City. All correspondence authorizing subcontracting must reference the contract and identify the specific job being subcontracted.

E. Project Goals

The City's ultimate goal is to approach street cleaning to prevent and inhibit blight like conditions and thereby improving the quality of life for all who live, work, and visit the great City of Compton through;

1. Prompt street median maintenance, illegal dumping and public spaces cleanliness in business and residential areas.
2. Citywide targeted effort to beautify, clean, abate and maintain the cleanliness of the City through strategically targeted municipal services, code enforcement, and community partnerships.
3. Allocate sufficient resources within each district in identifying and cultivating external partnerships for this program; and
4. Produce a highly distinctive and transparent community clean platform, where residents, business owners and concerned members of the Compton community and family have joined in a collaborative effort to have a clean City.

F. Minimum Qualifications

Please note that responses to this RFP are sought only from qualified state licensed contractors to provide illegal dumping clean-up, removal and haul away services on an "as needed" basis. Respondents must meet the following requirements to participate.

1. Contractors must meet or exceed the insurance coverage requirements specified in this RFP, including:

i. Commercial General Liability Insurance. $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain aggregate limits, general aggregate limits will apply separately to the work under this Agreement or the general aggregate will be twice the required per occurrence limit.

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

iii. Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code and Employer's Liability limits of $1,000,000 per accident for bodily injury. Workers' Compensation and Employer's Liability insurance will not be required if Contractor has no employees and provides, to City's satisfaction, a declaration stating this.

iv. Professional Liability. Errors and omissions liability appropriate to Contractor's profession with limits of not less than $1,000,000 per claim. The coverage shall also provide an extended two (2) year reporting period commencing upon termination or cancellation of this Agreement.

v. Endorsements. For Commercial General Liability Insurance and Automobile Liability Insurance, Contractor will ensure that the policies are endorsed to name the City of Compton and its respective elected and appointed officers, officials, employees, agents and volunteers as **"additional insureds"** with respect to liability arising out of the activities of the Contractor. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City. ***Prior to City's execution of this Agreement, Contractor shall furnish certificates of insurance and endorsements to City.***

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

2. Contractor must provide at least two (2) public agency references.
3. Contractor must demonstrate the ability to provide quality and quantity of debris removal capabilities.
4. Contractors must designate a representative to monitor on a weekly/bi-weekly/monthly basis.

G. Period of Performance

The City expects the prescribed work to begin by July 1, 2021, and be completed through June 30, 2022. At the City's sole option, the contract may be extended for work related to the Preliminary Scope of Works as described from July 1, 2022 through June 20, 2024.

H. Compensation

The City will compensate the Contractor for services listed in the Scope of Work to provide

illegal dumping clean-up, removal and haul away services on an "as needed" basis.

1. Following the award of a contract, the City imposes strict rules regarding delivery and acceptance of goods and services. If a Contractor does not follow the City's protocol carefully, the City may be released from its obligation to pay invoices within the specified time. Some examples of delivery and acceptance problems that can result in delayed payment include partial completion of needed service and/or substandard performance of a service.
2. Purchasing processes of Purchase Orders, Contract Purchase Orders and Blanket Purchase Orders for equipment and supplies, general services, and professional services contracts are subject to the contract managing department to submit a request for payment to the Controller's Office. The Controller writes checks after all approvals are met.

I. Personnel

Any change in staff persons identified in the contract is subject to the approval of the City. Removal by the Contractor(s) of assigned employees to this project audit without written consent of the City Manager may be considered a material breach of contract.

V. Proposal Submission Date and Format

A. Proposal Submission Date

1. Submissions are due no later than 10:00 am Thursday, May 04, 2023. Written responses require one (1) original bound Statement of Proposal, one (1) unbound copy (single sided) and one digital copy to:

Office of the City Clerk
City of Compton
205 South Willowbrook Avenue
Compton, CA 90220
Attention: RFP: Citywide Illegal Dumping Clean-up, Removal, and Haul Away Services

2. Any proposal received after this date and time will not be considered. Al proposals must be signed by an official agent or representative of the company submitting the proposal. Postmarks and copies sent via facsimile will not be considered.

3. If the organization submitting a proposal must outsource or contract any work to meet the requirements contained herein, this must be clearly stated in the proposal. Additionally, all costs included in proposals must be all-inclusive to include any outsourced or contracted work or other costs.

4. Any proposals which call for outsourcing or contracting work must include a name and description of the organizations being contracted.

B. Proposal and Preparation

1. The proposing firm shall be solely responsible for any and all costs associated with developing and preparing of the proposal.

2. If you have any questions regarding this RFP, please contact Traci Watkins, (310) 605-6234, or by email at twatkins@comptoncity.org.

3. Proposal content and completeness are most important. Clarity is essential and will be considered in

assessing the Contractor's capabilities.

4. Written responses should not exceed 35 pages (one sided, not including table of contents, cover letter, or sample contracts/agreements). Each proposal should include the following C through M:

C: Transmittal Letter
Proposals must include a transmittal letter signed by an official authorized employee to solicit business and enter into contracts for the firm and the name and telephone of a contact person, if different from the signature.

D. Title Page
Proposals must include a title page that includes the RFP subject, the name of the Contractor's firm, local address, telephone number, name of contact person and the date.

E. Table of Contents
Proposals must include a table of contents that includes a clear identification of the material by section and page number

F. Company/Firm Information
Proposals must provide the name of the business entity (including any fictitious business names), details of the entity's business structure (i.e. corporation, partnership, LLC), organization chart for the business entity, statements(s) on financial integrity of all entities related to the company/firm or joint venture that will be involved in the contract, the location of offices located within the counties identified, and the number of licensed contractors and agents/salespersons employed by company/firm in this region.

G. Qualifications and References
1. Qualifying Experience:
   Professionals – Provide the name and title of the Managing Principal representative for the coordination and execution of the described work, and all other professionals that will be assigned to this contract including resumes (not exceeding 2 pages) of education, experience and qualifications related to experience in municipal clean-up services.
2. References:
   Business References – Provide detailed project histories for a minimum of two (2) California public agencies for which the responding firm provided turn-key responsibility for similar design-build guaranteed savings programs in the past three years. Describe the scope of work, start/completion date, services and equipment provided, project size, total project savings, and funding sources.
   Litigation – Provide a list of any outstanding litigation in which the proposed respondent is a named party for a related study or audit.

H. Conflict of Interest
Full disclosure of any potential conflicts of interest as they relate to any/specific transaction must be identified to the City.

I. Proposal Evaluation
1. The City will coordinate a review panel and conduct an initial review of the proposals for general responsiveness and inclusion of the items requested. Contractors failing to meet

the minimum qualifications will not be considered responsive and will not be evaluated.

2. Any proposal that does not include enough information to permit the evaluators to rate the proposal in any of the evaluation factors listed below will be considered non-responsive and will not be evaluated.
3. Verification of minimum qualifications and review for general responsiveness. A proposal that fails to include one or more items requested may be considered responsive, if evaluation in every criterion is possible. The City reserves the right to request additional information from responsive contractors prior to evaluation.
4. The City reserves the right to accept or reject all proposals submitted, waive minor irregularities, request additional information or revisions to offers, and negotiates with any or all contractors.

J. Evaluation Criteria

The following is the City of Compton's evaluation criteria and the relative importance is displayed as percentage (%) weights.

1. 30% - Responsiveness and approach to performing the scope of work (i.e. approach to trash and debris removal services, alley clean-up, weed abatement, roadside clean-up and right-of-way clean-up services…….)
2. 30% - Past experience on projects of similar scope, technical expertise of the contractor or designated personnel/team (i.e. qualifications, experience, resources, financial solvency).
3. 20% - Project Team & Management Structure (i.e. amount of work self-performed, strength of proposed team, trainers, and management structure).
4. 10% - Additional Benefits & Added Value (i.e. additional benefits resulting from proposed service delivery).
5. 10% - Local business preference is applied for firms that normally operate within the City and to firms that proposed a local hiring component to their proposal.

"The Equal Employment Opportunity Clause required under Executive Order 11246, the affirmative action commitment for disabled veterans and veterans of the Vietnam era, set forth in 41 CFR 60-250.4, the affirmative action clause for handicapped workers, set forth in 41 CFR 60-714.4, and the related regulations of the Secretary of Labor, 41 CFR Chapter 60, ae incorporated by reference in this purchase order. By accepting this purchase order, vendor certifies that if complies with the authorities cited above, and that it does not maintain segregated facilities or permit its employees to perform services at locations where segregated facilities are maintained, as required by 41 CFR 60-1.8."

K. Bidder Capabilities

Each response shall be prepared simply and economically, providing straight-forward, concise delineation of proposing firm's capabilities to satisfy the requirements of this RFP. Emphasis on each proposal must be on completeness and clarity of content. To expedite the evaluation of qualifications, it is essential that proposing firms follow the format and instructions contained herein.

L. Right to Waive Informalities

1. The City reserves the right to accept or reject all proposals submitted, waived minor irregularities, request additional information, or revisions to offers, and negotiate with any or all contractors.

2. The City has the right to waive informalities or irregularities in any proposal, provided said informalities or irregularities do not materially affect the RFP.

M. Cost and Pricing
1. Provide cost proposal as follows:
   i. Provide abatement clean-up services as a "not to exceed" lump sum, and
   ii. Provide a complete list of rates for services from which the cost of each service request shall be priced.
2. Cost proposals must be inclusive of all related costs including but not limited to: materials, transportation, labor, equipment, and administrative costs and any taxes that may be levied.
3. It is the responsibility of the bidder to determine any and all taxes and/or fees and include same in the proposal.
4. All costs must be itemized to include an explanation of all fees and costs. Contract terms and conditions will be negotiated upon selection of the winning bidder for this RFP.
5. All contractual terms and conditions will be subject to review by the Office of the City Manager and will include scope, budget, schedule, and other necessary items pertaining to the project.

N. Selection and Evaluation Process

The City will complete the selection process and in its sole discretion and in the course of its evaluation, may request interviews or presentations with one or more selected proposing firm. The selection process shall be completed at the pleasure of the City, but is anticipated to conclude within thirty (30) days after submittal. An invitation will be extended to the finalist to complete a contract for services. The following dates reflect the anticipated schedule for proposal solicitation, selection of the contractor and award of contract.

- Proposal release date — April 10, 2023
- Proposal due date — May 04, 2023
- Review proposal week of — May 22, 2023
- Interview (if needed) week of — June 06, 2023
- Recommend contract award to City Council — June 13, 2023
- Contract execution — July 01, 2023

VI. General Conditions

A. Limitations

This RFP does not commit the City to award a contract or to pay any costs incurred in the preparation of a proposal in response to this RFP.

B. Award and Contract Term

All finalist may be required to participate in negotiations and to submit such price, technical, or other revisions of their proposals as may result from negotiations. The City also reserves the right to award the contract without discussion, based upon the initial proposals. Accordingly, each initial Proposal proposed should be submitted on the most favorable terms from a price and a technical viewpoint. Any award made will be to the contractor(s) whose proposal is most advantageous to the City based on the evaluation criteria outlined above.

1. No award shall be binding upon the City unless and until consummated by a written, fully executed contract. The contract duration is proposed to proceed from July 1, 2023 through June 30, 2026. The annual renewal of the contract shall be at the sole discretion of the City. The City will retain the right to terminate the contract at any time by giving a seven (7) day written, without cause, notice to the Contractor.

C. Binding Offer
A signed proposal submitted to the City in response to this RFP shall constitute a binding offer from contractor(s) to contract with the City according to the terms of the proposal for a period of ninety (90) days after its date of submission, which shall be the date proposals are due to the City.

D. Contract Arrangement and Provisions
1. The selected contractor(s) will be required to maintain insurance coverage, during the term of the contract, at the levels described in herein. Contractor(s) agrees to provide the required certificates of insurance providing verification of the minimum insurance requirements within five (5) days of the City's notice that it is the successful contractor.
2. Requests to change the City's insurance requirements should be submitted on or prior to the closing date for receipt of requests for clarification/exceptions listed above. The City will review the requests and issue an addendum if material changes requested by a prospective contractor are acceptable. Objections to the City's determinations on requests to change insurance requirements must be brought to the City's attention no later than the date for protesting RFP provisions listed above. If such objections are not brought to the City's attention consistent with the protest provisions of this RFP, compliance with all material insurance requirements will be assumed.

E. Stand Alone Option
At their sole option, the City may utilize the Contractor selected under this RFP on an individual City basis, at the same terms and conditions included in this RFP and in the contractor's proposal.

F. Selection Disputes
A Contractor may object to a provision of the RFP on the grounds that it is arbitrary, biased, or unduly restrictive, or to the selection of a particular contractor(s) on the grounds that the City procedures, the provisions of the RFP or applicable provisions of federal, state, or local law have been violated or inaccurately or inappropriately applied by submitting to the City Manager a written explanation of the basis for the protest:

1. No later than five (5) working days prior to the date proposals are due, for objections to RFP provisions.
2. No later than three (3) working days after the date the firm/team is notified that it did not meet the minimum qualifications, or was found to be non-responsive.
3. No later than three (3) working days after the date on which contract award is authorized by the Administration or the date notified that it was not selected, whichever is later, for objections to contractor's selection.
4. Except with regard to initial determinations of non-responsiveness or failure to meet

the minimum requirements, the evaluation record shall remain confidential until the City Council approves the panel's selected firm.

5. Protests of recommended awards must clearly and specifically describe the basis for the protest in sufficient detail for the City to recommend a resolution to the City Manager.
6. The City Manager will respond to the protest in writing, based on the recommendation of a staff review officer. Authorization to award a contract to a particular firm by the City shall be deemed conditional until the expiration of the protest period or, if a protest is filed, the issuance of a written response to the protest by the City Manager.
7. Should the contractor wish to appeal the decision of the City it may file a written appeal with the Department, no later than three (3) working days after receipt of the written response from the City Manager. The evaluation panel's decision will be the final City decision.

G. Public Records

This RFP and any material submitted by a contractor in response to this RFP are subject to public inspection under the California Public Records Act (Government Code 6250 et seq.), unless exempt by law. Proposals will remain confidential until the City Council approves the resolution and enters into a contract with the selected contractor.

H. Addendum

All inquiries and questions of this RFP must be submitted in writing by email to dtimmons@comptoncity.org. Written responses to all written questions will be addressed in the form of an addendum and available on the City's website at www.comptoncity.org.
If the website is down, responses will be provided by email or fax upon request.

During this period of restricted contact any attempt by a proposing firm, it representative, or agent to contact, lobby or make a representation to a member of the City Council or any other official employee or agent of the City will be grounds for disqualification.

November 7, 2023

TO: **MAYOR AND CITY COUNCILMEMBERS**

FROM: **CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR JOHN L. HUNTER AND ASSOCIATES, INC. FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM STORMWATER PROGRAM ($1,176,250.68).**

SUMMARY

Adoption of this resolution will authorize the City Manager to enter into a three (3) year professional services agreement with and establish a purchase order for John L. Hunter and Associates, Inc., in the amount of $392,083.56 per fiscal year for the National Pollutant Discharge Elimination System Stormwater Program.

BACKGROUND

As authorized by the Clean Water Act, the U.S. Environmental Protection Agency (EPA) administers the National Pollutant Discharge Elimination System (NPDES) permit program that controls water pollution by regulating point sources that discharge pollutants into waters of the United States. Point sources are discrete conveyances such as drainage pipes or man-made channels and ditches. Individual homes that are connected to a municipal system, use a septic system, or do not have a surface discharge do not need a NPDES permit. However, industrial, municipal and other facilities must obtain permits if their discharges go directly to receiving water systems such as a municipal streets' curb and gutter, catch basin, storm drains, etc. In most cases, the NPDES permit program is administered by the EPA or authorized states. In California, implementation of NPDES has been delegated to the State Water Resources Control Board (State Water Board) and the nine Regional Water Quality Control Boards (Regional Water Boards) who establish policies and regulations that help protect and restore water quality.

The Public Works Department (Department) does not have sufficient staff resources to perform all of the tasks that are required by the NPDES permit program, because compliance with the NPDES permitting rules are complex and very time consuming. Therefore, City staff contracts out these services to qualified consultants with extensive knowledge of the NPDES Stormwater Program.

STATEMENT OF ISSUE

On September 17, 2019, pursuant to Resolution No. 25,120, City Council authorized the City Manager to enter into a three (3) year professional services agreement with two (2) additional one-year options to renew in the amount of $85,000 per fiscal year for the National Pollutant Discharge Elimination /System Compliance Program Services.

Subsequently to entering into the contractual agreement with the consultant, it was brought to the attention of City staff that one of the critical components of the MS4 Permit is having a comprehensive monitoring program which meets the State Regional Water Quality Control Board's requirements. However, the monitoring portion of the NPDES compliance was not included in the scope of service under the original professional services agreement in 2019. Therefore, City staff has had to amend the original agreement annually to include the monitoring portion as follows:

Agreement	Resolution No.	Resolution Date	Amount
First Amendment	25,238	April 14, 2020	$292,024.50
Second Amendment	25,546	September 7, 2021	$342,300.00
Third Amendment	25,711	July 26, 2022	$399,774.00

The current agreement with John L. Hunter (JLHA) expired on June 30, 2023, however, staff desires to enter into a new comprehensive three-year agreement that includes both NPDES and Monitoring, effective July 1, 2023.

Therefore, on June 1, 2023, City staff solicited a request for proposals from qualified consulting firms to assist the City with the implementation of the NPDES Stormwater Program. The City's intention is to award an agreement that comprises of a three (3) year period with an option to renew for two (2) additional one-year periods.

As a result of the request for proposal process, the Department received one response from JLHA, and it is the Department's desire to move forward with this consultant due to the consultant's familiarity with the City's needs in meeting the expansive requirements of the NPDES.

Additionally, JLHA is the lead consultant for the development of the Watershed Management Programs for the Lower Los Angeles River, the Lower San Gabriel River, Nearshore (Long Beach), and the Peninsula Cities consisting of 38 cities.

JLHA is an environmental consulting corporation that was founded in 1985. They specialize in assisting cities with implementation of water quality and conservation programs, which includes NPDES/pollution prevention, watershed management,

sewer spill prevention, water conservation, and recycling. Their experience in municipal NPDES began with the inception of MS4 Permits in the 1990's, and JLHA's focuses on providing public agencies with effective and economical solutions to complex environmental programs.

The new agreement's scope of work will encompass the following:

Scope of Work

The scope of services consists of providing knowledgeable personnel on a time and materials basis. John L. Hunter will lead Tasks 1-3 and the sub-consultant NV5 will lead Task 4 (Monitoring and Reporting). The following is a list of specific tasks:

Task	Description
1. Program Administration, Compliance Planning, and Reporting	
1.1	Provide project and program status updates. Represent the City with program stakeholders. Share technical program information and expertise with City staff.
1.2	Assess program compliance and recommend actions. Assist with the development and implementation of the City's program. Assist in preparing new program documents.
1.3	Assist with TMDL compliance planning and implementation. Assist with the Trash TMDL DGR Study. Assist with the Statewide Trash Provisions.
1.4	Assist with the preparation of NPDES and TMDL compliance reports.
1.5	Maintain an accessible online database of program records.
1.6	Assist with as-needed Municipal NPDES services not listed in this scope.
2. Program Funding	
2.1	Prepare SCWP Annual Plan and Annual Reports.
2.2	As needed: Provide updates on the SCWP and other NPDES funding programs, represent the City in funding meetings and correspondence, prepare SCWP and grant applications and assist in administration, and develop and administer fees, budgets, and cost share agreements.
3. Control Programs	
3.1	Project implementation. As needed assistance in implementing NPDES capital projects and programs
3.2	Planning and Land Development. As needed assistance in implementing the requirements of the Municipal NPDES Permit Planning and Land Development Program.

Task	Description
3.3	Construction. As needed assistance in implementing the requirements of the Municipal NPDES Permit Construction Program.
3.4	Industrial/Commercial Facilities. Update industrial/commercial facility records using available data sources. Distribute, develop, and purchase educational material. Schedule and conduct BMP inspections, follow-up, and issue enforcement.
3.5	Public Agency Activities and Training. Develop and provide Municipal NPDES training for applicable city staff. Update records for inventoried city facilities with available information. As needed, inspect BMPs at City facilities and assist in selecting BMPs.
3.6	Illicit Discharge Investigations. As needed assistance in implementing the requirements of the Municipal NPDES Permit Illicit Discharge Detection and Elimination Program.
3.7	Public Information and Participation. Update records for public outreach activities. Assist as needed with community events to promote pollution prevention, providing and distributing educational materials, and updating and developing materials and content.
4. Monitoring Program	
4.1	Project management and coordination. Conduct planning, preparation, and scheduling required for the City's NPDES Integrated Monitoring Program (monitoring and reporting services)
4.2	Coordination, permitting, access agreements with LADPW, and Updates to SAP/HASP. Update necessary encroachment permits with Los Angeles County Flood Control (LACFD) for one (1) receiving water site in Compton Creek (R1) and three (3) MS4 Outfall sites in the City's jurisdiction (FS1, Fs2, and FS6). Additionally, a Letter of No Objection (LNO) or no fee Section 408 Permit will be obtained from the Army Corps of Engineers (ACOE) for access to Outfall FS1.
4.3	Equipment Installation, Maintenance, and Laboratory Coordination. Procure equipment, obtain sample supplies, and coordinate with laboratories to ensure analytical procedures are well defined. Equipment will be installed and will include confined space entry as-needed. Flow meters, sample strainers, and sample tubing will be installed and maintained throughout the monitoring season.
4.4a	Receiving Water Wet Weather Monitoring (3 Events x 1 site). Perform wet weather monitoring at one (1) receiving water site (R1) in Compton Creek during three monitoring events. Target sampling the first significant rain event of the 2023-2024 wet season with a predicted rainfall of at least 0.25 inches at a 70 percent probability

Task	Description
	of rainfall at the National Weather Service (NWS) Rain Gauge Station (CMGC1) at Compton Creek (33.88/-118.22) at least 24 hours prior to the event start time will be targeted. Two subsequent storm events that forecast sufficient rainfall and runoff to meet program objectives and site-specific study needs will also be targeted. Sample events will be planned to be conducted (when possible, though not required) during similar events as the City of Los Angeles Monitoring Program for data comparability with the Dominguez Channel and Los Angeles Monitoring Program for data comparability with the Dominguez Channel and Los Angeles River Monitoring Programs. Sampling events will be preceded by a minimum of three days of dry weather (less than 0.1 inch of rain each day) at NWS CMGC1 prior to the forecasted event. Receiving water monitoring will begin as soon as possible after storm water outfall-based monitoring in order to be reflective of potential impacts from MS4 discharges. Monitoring will include sample collection of a single grab sample using as autosampler pump and temporary tubing extended into the channel flow during or near the peak flow of the vent (less than 20% of base-flow conditions and during obvious storm flow influences). The R1 Monitoring Site is no amenable for installing a permanent station due to a soft channel bottom that is periodically maintained by LACFD. Samples will be collected and submitted to the laboratory under chain of custody and will be analyzed for the parameters listed in the Baseline Monitoring and Reporting Plan and as specified in the Analytical Cost Schedule. Sample collection will include one duplicate and one blank sample per monitoring year for quality assurance procedures to represent the overall program. Aquatic toxicity will be monitored twice per year during the first and second sample events using the test species H. Azteca which was determined to be the most sensitive test species during screening in accordance with section IX.H.3 of the 2021 Permit. Additional sample will be collected during same two sample events for Toxicity Identification Evaluations (TIEs) in the event the toxicity is observed that triggers the TIE threshold in the toxicity test sample (i.e., greater than or equal to 50% effect) (total of two TIEs per wet season). This assumes that a TIE will be initiated and assumes it will be conclusive to indicate which pollutant class in likely causing toxicity and will be supported by chemistry data assessment.
4.4b	Wet Weather Outfall Monitoring (3 Events x 3 sites). Perform monitoring at three (3) MS4 Outfall sites (FS1, FS2, and FS6) at the same time and following the same mobilization criteria as listed above. Monitoring will include sample collection using either time weighted sampling techniques in accordance with the Permit and

Task	Description
	SAP. Samples will be collected and submitted to the laboratory under chain of custody and will be analyzed for all required parameters listed in the Baseline Monitoring and Reporting Plan, and as specified in the Analytical Cost Schedule. Sample collection will include one duplicate and one blank sample per monitoring year for quality assurance procedures for Hi Resolution Pesticides and PCBs for FS6. The QC duplicate for R1 in Task 4a will be used for FS1 FS2. Additional sample will be collected at FS1 and FS2 during the second event for Toxicity Identification Evaluations (TIEs) in the event the toxicity is observed that triggers the TIE threshold in the receiving water toxicity test sample (i.e. greater than or equal to 50 effect). Therefore, up to two toxicity tests using the test species H. Azteca would potentially be performed during the second wet event at the Outfalls FS1 and FS2, and one potential TIE has been budgeted in the event significant toxicity was identified at a given sample location.
4.4c	Receiving Water Dry Weather Monitoring (2 events x 1 site). Perform dry weather monitoring at one (1) receiving water site (R1) in Compton Creek. One event will be conducted during a month with the historically lowest baseflow or during the historically driest month of 2023 in accordance with the Permit (or upon approval of access agreements with LADPW). The other monitoring event will occur in May 2024. Dry weather monitoring will occur when preceded by at least 7 days of dry weather with no measurable precipitation at the National Weather Service Rain Gauge Station (CMGC1) at Compton Creek (33.88/-118.22). Monitoring will include sample collection using either flow weighted or time weighted sampling techniques in accordance with the Permit. Samples will be collected and submitted to the laboratory under chain of custody and will be analyzed for the parameters listed in the Baseline Monitoring and Reporting Plan. Sample collection will include one duplicate and one blank sample per monitoring year for quality assurance procedures. Aquatic toxicity will be monitored once per year, once during the month with the historically lowest flows (August). In accordance with the 2021 Permit, test species sensitivity is required to determine the most sensitive test species for future monitoring. Dry weather monitoring in May 2024 will also include one event for Benthic Macroinvertebrate Bioassessment in accordance with the Southern California Storm Water Monitoring Coalition (SMC) Regional Stream Bioassessment Program. Bioassessment is not recommended during the historically driest period (in August or September) as the SMC Bioassessment Program is aligned for taking representative and comparable samples in the spring or early summer.

Task	Description
4.5	Analytical Data QA/QC, Date Tables, and CEDEN Formatting and Uploads. Review and finalize all flow data, prepare flow volume calculations, flow hydrographs and other appropriate information necessary for assessment. Once the data has been appropriately reviewed using quality assurance/quality control (QA/QC) procedures, event flow hydrographs from each wet weather sampling event and wet weather season hydrographs will be provided in both Excel and Adobe Acrobat format. Event rainfall summaries from each wet weather sampling event and wet weather season rainfall summaries will be provided in both Excel and Adobe Acrobat format. Analytical data records (bookmarked PDF and EDD formats) will be generated by the laboratories and submitted upon completion. Review, finalize, format, and submit all field and analytical data. Data verification will include a review for completeness and accuracy, review for outliers and omissions, and the use of performance criteria to identify laboratory quality control sample outliers and omissions, and the use of performance criteria to identify laboratory quality control sample outliers. Data validation consists of accepting, rejecting, or applying qualifiers to data based on the QAPP, analytical method criteria, and professional judgement. Once the data has been appropriately reviewed and QA/QC performed, the results will be explained and noted. Include the data from the required TMDL stations S10 and DOM-RW-DCE01 (via cost sharing agreements with the watershed groups). Sample results and tables will be coordinated with City. Following approval, the results will be sent electronically per the Regional Board's paperless office guidelines to losangeles@waterboards.ca.gov. The results will highlight exceedances of applicable WQBELs, receiving water limitations, action levels, or aquatic toxicity thresholds and include basic information regarding sampling dates, locations, or other pertinent documentation. Results will be transmitted using SMC Standardized Data Transfer Formats (SDTFs), which is equivalent to the California Data Exchange Network (CEDEN) format. The results will be provided to the Regional Board and uploaded directly to the CEDEN database. In accordance with the 2021 Permit, results collected between January 1 through June 30 will be provided submitted by December 15 and results collected between July 1 through December 31 of the prior year will be submitted by June 15.
4.6	Draft and Final Monitoring Report. Prepare a draft and final annual monitoring report. The draft report will be provided by August 30. The final report will be provided approximately two weeks after

Task	Description
	review by City. Comments will be addressed, and a final report will be provided via pdf (electronic delivery) by September 30.

Full proposal, attached under, "JHLA Compton NDPES RFP Proposal 2023

Staff requests that City Council authorize the City Manager to enter into a three (3) year professional services agreement with and establish a purchase order for John L. Hunter and Associates, Inc., in the amount of $392,083.56 in compensation per fiscal year for the National Pollutant Discharge Elimination System Stormwater Program.

ALTERNATIVE

There are no other alternatives being recommended at this time. The City is required to comply with the provisions of the NPDES permit program.

FISCAL IMPACT

Funds in the amount of $392,083.56 are available in the Public Works 2023-2024 Fiscal Year budget in Account No. 1529-710-000-4262.

RECOMMENDATION

Staff recommends the City Council adopt the attached Resolution.

JOHN D. STRICKLAND, JR.,
DIRECTOR OF PUBLIC WORKS

APPROVED FOR FORWARDING:

JEROME GROOMES
CITY MANAGER

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR JOHN L. HUNTER AND ASSOCIATES, INC., FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM STORMWATER PROGRAM ($1,176,250.68)

WHEREAS, as authorized by the Clean Water Act, the U.S. Environmental Protection Agency (EPA) administers the National Pollutant Discharge Elimination System (NPDES) permit program which controls water pollution by regulating point sources that discharge pollutants into waters of the United States and point sources are conveyances such as drainage pipes or man-made channels or ditches; and

WHEREAS, individual homes that are connected to a municipal system, use a septic system, or do not have a surface discharge do not need a NPDES permit, however, industrial, municipal and other facilities must obtain permits if their discharges go directly to receiving water systems such as a municipal streets' curb and gutter, catch basin, storm drains, etc.; and

WHEREAS, in most cases, the NPDES permit program is administered by authorized states, and in California, the State Regional Water Quality Control Board (Regional Board) establishes policies and regulations that help protect and restore water quality; and

WHEREAS, the Public Works Department (Department) does not have sufficient staff resources to perform all of the tasks that are required by the NPDES permit program, because compliance with the NPDES permitting rules are complex and very time consuming, therefore, City staff contracts out these services to qualified consultants with extensive knowledge of the NPDES Stormwater Program; and

WHEREAS, on September 17, 2019, pursuant to Resolution No. 25,120, City Council authorized the City Manager to enter into a three (3) year professional services agreement with two (2) additional one-year options to renew in the amount of $85,000 per fiscal year for the National Pollutant Discharge Elimination/System Compliance Program Services; and

WHEREAS, subsequently to entering into the contractual agreement with the consultant, it was brought to the attention of City staff that one of the critical components of the MS4 Permit is having a comprehensive monitoring program which meets the State Regional Water Quality Control Board's requirements; and

WHEREAS, the monitoring portion of the NPDES compliance was not included in the scope of service under the original professional services agreement in September 2019; and

WHEREAS, city staff has had to amend the original agreement annually to include the monitoring portion as follows:

Agreement	**Resolution No.**	**Resolution Date**	**Amount**
First Amendment	25,238	April 14, 2020	$292,024.50
Second Amendment	25,546	September 7, 2021	$342,300.00
Third Amendment	25,711	July 26, 2022	$399,774.00; and

WHEREAS, the current agreement with John L. Hunter (JLHA) expired on June 30, 2023, however, staff desires to enter into a new comprehensive three-year agreement that includes both NPDES and Monitoring, effective July 1, 2023; and

WHEREAS, on June 1, 2023, City staff solicited a request for proposals from qualified consulting firms to assist the City with the implementation of the NPDES Stormwater Program, and the City's intention is to award an agreement that comprises of a three (3) year period with an option to renew for two (2) additional one-year periods; and

WHEREAS, as a result of the request for proposal process, the Department received one response from JLHA, and it is the Department's desire to move forward with this consultant due to the consultant's familiarity with the City's needs in meeting the expansive requirements of the NPDES; and

WHEREAS, JLHA is the lead consultant for the development of the Watershed Management Programs for the Lower Los Angeles River, the Lower San Gabriel River, Nearshore (Long Beach), and the Peninsula Cities consisting of 38 cities; and

WHEREAS, JLHA is an environmental consulting corporation that was founded in 1985, and they specialize in assisting cities with implementation of water quality and conservation programs, which includes NPDES/pollution prevention, watershed management, sewer spill prevention, water conservation, and recycling; and

WHEREAS, the scope of services consists of providing knowledgeable personnel on a time and materials basis, John L. Hunter will lead Tasks 1-3 and the sub-consultant NV5 will lead Task 4 (Monitoring and Reporting), the following is a list of specific tasks:

1. Program Administration, Compliance Planning, and Reporting	
1.1	Provide project and program status updates. Represent the City with program stakeholders. Share technical program information and expertise with City staff.
1.2	Assess program compliance and recommend actions. Assist with the development and implementation of the City's program. Assist in preparing new program documents.
1.3	Assist with TMDL compliance planning and implementation. Assist with the Trash TMDL DGR Study. Assist with the Statewide Trash Provisions.
1.4	Assist with the preparation of NPDES and TMDL compliance reports.
1.5	Maintain an accessible online database of program records.
1.6	Assist with as-needed Municipal NPDES services not listed in this scope.
2. Program Funding	
2.1	Prepare SCWP Annual Plan and Annual Reports.
2.2	As needed: Provide updates on the SCWP and other NPDES funding programs, represent the City in funding meetings and correspondence, prepare SCWP and grant applications and assist in administration, and develop and administer fees, budgets, and cost share agreements.
3. Control Programs	
3.1	Project implementation. As needed assistance in implementing NPDES capital projects and programs
3.2	Planning and Land Development. As needed assistance in implementing the requirements of the Municipal NPDES Permit Planning and Land Development Program.
3.3	Construction. As needed assistance in implementing the requirements of the Municipal NPDES Permit Construction Program.
3.4	Industrial/Commercial Facilities. Update industrial/commercial facility records using available data sources. Distribute, develop, and purchase educational material. Schedule and conduct BMP inspections, follow-up, and issue enforcement.
3.5	Public Agency Activities and Training. Develop and provide Municipal NPDES training for applicable city staff. Update records for

	inventoried city facilities with available information. As needed, inspect BMPs at City facilities and assist in selecting BMPs.
3.6	Illicit Discharge Investigations. As needed assistance in implementing the requirements of the Municipal NPDES Permit Illicit Discharge Detection and Elimination Program.
3.7	Public Information and Participation. Update records for public outreach activities. Assist as needed with community events to promote pollution prevention, providing and distributing educational materials, and updating and developing materials and content.

4. Monitoring Program	
4.1	Project management and coordination. Conduct planning, preparation, and scheduling required for the City's NPDES Integrated Monitoring Program (monitoring and reporting services)
4.2	Coordination, permitting, access agreements with LADPW, and Updates to SAP/HASP. Update necessary encroachment permits with Los Angeles County Flood Control (LACFD) for one (1) receiving water site in Compton Creek (R1) and three (3) MS4 Outfall sites in the City's jurisdiction (FS1, Fs2, and FS6). Additionally, a Letter of No Objection (LNO) or no fee Section 408 Permit will be obtained from the Army Corps of Engineers (ACOE) for access to Outfall FS1.
4.3	Equipment Installation, Maintenance, and Laboratory Coordination. Procure equipment, obtain sample supplies, and coordinate with laboratories to ensure analytical procedures are well defined. Equipment will be installed and will include confined space entry as-needed. Flow meters, sample strainers, and sample tubing will be installed and maintained throughout the monitoring season.
4.4a	Receiving Water Wet Weather Monitoring (3 Events x 1 site). Perform wet weather monitoring at one (1) receiving water site (R1) in Compton Creek during three monitoring events. Target sampling the first significant rain event of the 2023-2024 wet season with a predicted rainfall of at least 0.25 inches at a 70 percent probability of rainfall at the National Weather Service (NWS) Rain Gauge Station (CMGC1) at Compton Creek (33.88/-118.22) at least 24 hours prior to the event start time will be targeted. Two subsequent storm events that forecast sufficient rainfall and runoff to meet program objectives and site-specific study needs will also be targeted. Sample events will be planned to be conducted (when possible, though not required) during similar events as the City of Los Angeles Monitoring Program for data comparability with the Dominguez Channel and Los Angeles Monitoring Program for data comparability with the Dominguez Channel and Los Angeles River Monitoring Programs. Sampling events will be preceded by a minimum of three days of dry weather (less than 0.1 inch of rain each day) at NWS CMGC1 prior to the forecasted event. Receiving water monitoring will begin as soon as possible after storm water outfall-based monitoring in order to be reflective of potential impacts from MS4 discharges. Monitoring will include sample collection of a single grab sample using as autosampler pump and temporary tubing extended into the channel flow during or near the peak flow of the vent (less than 20% of base-flow conditions and during obvious storm flow influences). The R1 Monitoring Site is no amenable for installing a permanent station due to a soft channel bottom that is periodically maintained by LACFD. Samples will be collected and submitted to the laboratory under chain of custody and will be analyzed for the parameters listed in the Baseline Monitoring and Reporting Plan and as specified in the Analytical Cost Schedule. Sample collection will include one duplicate and one blank sample per monitoring year for quality assurance procedures to represent the overall program. Aquatic toxicity will be monitored twice per year during the first and second sample events using the test species H. Azteca which was determined to be the most sensitive test species during screening in

	accordance with section IX.H.3 of the 2021 Permit. Additional sample will be collected during same two sample events for Toxicity Identification Evaluations (TIEs) in the event the toxicity is observed that triggers the TIE threshold in the toxicity test sample (i.e., greater than or equal to 50% effect) (total of two TIEs per wet season). This assumes that a TIE will be initiated and assumes it will be conclusive to indicate which pollutant class in likely causing toxicity and will be supported by chemistry data assessment.
4.4b	Wet Weather Outfall Monitoring (3 Events x 3 sites). Perform monitoring at three (3) MS4 Outfall sites (FS1, FS2, and FS6) at the same time and following the same mobilization criteria as listed above. Monitoring will include sample collection using either time weighted sampling techniques in accordance with the Permit and SAP. Samples will be collected and submitted to the laboratory under chain of custody and will be analyzed for all required parameters listed in the Baseline Monitoring and Reporting Plan, and as specified in the Analytical Cost Schedule. Sample collection will include one duplicate and one blank sample per monitoring year for quality assurance procedures for Hi Resolution Pesticides and PCBs for FS6. The QC duplicate for R1 in Task 4a will be used for FS1 FS2. Additional sample will be collected at FS1 and FS2 during the second event for Toxicity Identification Evaluations (TIEs) in the event the toxicity is observed that triggers the TIE threshold in the receiving water toxicity test sample (i.e. greater than or equal to 50 effect). Therefore, up to two toxicity tests using the test species H. Azteca would potentially be performed during the second wet event at the Outfalls FS1 and FS2, and one potential TIE has been budgeted in the event significant toxicity was identified at a given sample location.
4.4c	Receiving Water Dry Weather Monitoring (2 events x 1 site). Perform dry weather monitoring at one (1) receiving water site (R1) in Compton Creek. One event will be conducted during a month with the historically lowest baseflow or during the historically driest month of 2023 in accordance with the Permit (or upon approval of access agreements with LADPW). The other monitoring event will occur in May 2024. Dry weather monitoring will occur when preceded by at least 7 days of dry weather with no measurable precipitation at the National Weather Service Rain Gauge Station (CMGC1) at Compton Creek (33.88/-118.22). Monitoring will include sample collection using either flow weighted or time weighted sampling techniques in accordance with the Permit. Samples will be collected and submitted to the laboratory under chain of custody and will be analyzed for the parameters listed in the Baseline Monitoring and Reporting Plan. Sample collection will include one duplicate and one blank sample per monitoring year for quality assurance procedures. Aquatic toxicity will be monitored once per year, once during the month with the historically lowest flows (August). In accordance with the 2021 Permit, test species sensitivity is required to determine the most sensitive test species for future monitoring. Dry weather monitoring in May 2024 will also include one event for Benthic Macroinvertebrate Bioassessment in accordance with the Southern California Storm Water Monitoring Coalition (SMC) Regional Stream Bioassessment Program. Bioassessment is not recommended during the historically driest period (in August or September) as the SMC Bioassessment Program is aligned for taking representative and comparable samples in the spring or early summer.
4.5	Analytical Data QA/QC, Date Tables, and CEDEN Formatting and Uploads. Review and finalize all flow data, prepare flow volume calculations, flow hydrographs and other appropriate information necessary for assessment. Once the data has been appropriately reviewed using quality assurance/quality control (QA/QC)

	procedures, event flow hydrographs from each wet weather sampling event and wet weather season hydrographs will be provided in both Excel and Adobe Acrobat format. Event rainfall summaries from each wet weather sampling event and wet weather season rainfall summaries will be provided in both Excel and Adobe Acrobat format. Analytical data records (bookmarked PDF and EDD formats) will be generated by the laboratories and submitted upon completion. Review, finalize, format, and submit all field and analytical data. Data verification will include a review for completeness and accuracy, review for outliers and omissions, and the use of performance criteria to identify laboratory quality control sample outliers and omissions, and the use of performance criteria to identify laboratory quality control sample outliers. Data validation consists of accepting, rejecting, or applying qualifiers to data based on the QAPP, analytical method criteria, and professional judgement. Once the data has been appropriately reviewed and QA/QC performed, the results will be explained and noted. Include the data from the required TMDL stations S10 and DOM-RW-DCE01 (via cost sharing agreements with the watershed groups). Sample results and tables will be coordinated with City. Following approval, the results will be sent electronically per the Regional Board's paperless office guidelines to losangeles@waterboards.ca.gov. The results will highlight exceedances of applicable WQBELs, receiving water limitations, action levels, or aquatic toxicity thresholds and include basic information regarding sampling dates, locations, or other pertinent documentation. Results will be transmitted using SMC Standardized Data Transfer Formats (SDTFs), which is equivalent to the California Data Exchange Network (CEDEN) format. The results will be provided to the Regional Board and uploaded directly to the CEDEN database. In accordance with the 2021 Permit, results collected between January 1 through June 30 will be provided submitted by December 15 and results collected between July 1 through December 31 of the prior year will be submitted by June 15.
4.6	Draft and Final Monitoring Report. Prepare a draft and final annual monitoring report. The draft report will be provided by August 30. The final report will be provided approximately two weeks after review by City. Comments will be addressed, and a final report will be provided via pdf (electronic delivery) by September 30.

; and

WHEREAS, funds in the amount of $392,083.56 are available in the Public Works 2023-2024 Fiscal Year budget in Account No 1529-710-000-4262, and will be made available on a yearly basis.

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

SECTION 1. That the City Manager, upon advice and approval of the City Attorney, is hereby authorized to accept the proposal from John L. Hunter and Associates, Inc.

SECTION 2. That the City Manager, upon advice and approval of the City Attorney, is hereby authorized to enter into an agreement with John L. Hunter and Associates, Inc.

SECTION 3. That funds in the amount of Three Hundred Ninety-Two Thousand Eighty-Three Dollars and Fifty-Six Cents ($392,083.56) be allocated for this expenditure in Account No. 1529-710-000-4262, and that amount be made available for the duration of this agreement including the two (2) additional one-year options to renew.

SECTION 4. That a purchase order in the amount of Three Hundred Ninety-Two Thousand Eighty-Three Dollars and Fifty-Six Cents ($392,083.56) be issued annually to John L. Hunter and Associates, Inc. from Account No. 1529-710-000-4262 for the services to be rendered including the two (2) one-year options to renew.

SECTION 5. 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 6. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this _____ day of _____, 2023.

_____
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, Vernell McDaniel, 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 _____, 2023.

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

PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF COMPTON
AND
JOHN L. HUNTER AND ASSOCIATES
[NPDES Permit Program]

This **AGREEMENT** is entered by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as **"CITY"**) located at 205 South Willowbrook Avenue, Compton, California 90220, and **JOHN L. HUNTER AND ASSOCIATES** (hereinafter referred to as **"CONSULTANT"**), located at 6131 Orangethorpe Avenue, Suite 300, Buena Park, California 90620.

RECITALS:

WHEREAS, the National Pollutant Discharge Elimination System ("NPDES") is a nation-wide program authorized by the Clean Water Act to eliminate pollutants in the storm water, thereby reducing pollution in receiving water; and

WHEREAS, the NPDES program requires that municipalities must obtain a permit if their discharges go directly to receiving water systems; and

WHEREAS, compliance with NPDES permitting rules is multi-factorial, time-consuming and requires experience and expertise that the City does not have in-house staffing to perform; and

WHEREAS, the City needs the assistance of a qualified and experienced environmental consulting firm to provide professional NPDES services relative to obtaining the necessary permits; and

WHEREAS, by Resolution No. _____, adopted on the ____th of November, 2023, the City Council authorized the City Manager to accept the proposal of the Consultant (John L. Hunter and Associates) and enter into a contract to provide NPDES monitoring services; and

WHEREAS, the City Council authorized the City Manager to accept the proposal of the Consultant (John L. Hunter and Associates) and enter into a contract to provide the necessary services; and

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

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

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

AGREEMENT:

1. **Services to be rendered by Consultant.** It is the mutual understanding of the parties that the Consultant shall perform and be responsible for providing professional environmental compliance consulting services for the City's compliance with requirements associated with the Municipal NPDES permit adopted by the Los Angeles Regional Water Quality Control Board. Significant project deliverables shall include, but may not be limited to the following tasks and deliverables:

Task	Description
1. Program Administration, Compliance Planning, and Reporting	
1.1	Provide project and program status updates. Represent the City with program stakeholders. Share technical program information and expertise with City staff.
1.2	Assess program compliance and recommend actions. Assist with the development and implementation of the City's program. Assist in preparing new program documents.
1.3	Assist with TMDL compliance planning and implementation. Assist with the Trash TMDL DGR Study. Assist with the Statewide Trash Provisions.
1.4	Assist with the preparation of NPDES and TMDL compliance reports.
1.5	Maintain an accessible online database of program records.
1.6	Assist with as-needed Municipal NPDES services not listed in this scope.
2. Program Funding	
2.1	Prepare SCWP Annual Plan and Annual Reports.
2.2	As needed: Provide updates on the SCWP and other NPDES funding programs, represent the City in funding meetings and correspondence, prepare SCWP and grant applications and assist in administration, and develop and administer fees, budgets, and cost share agreements.
3. Control Programs	
3.1	Project implementation. As needed assistance in implementing NPDES capital projects and programs
3.2	Planning and Land Development. As needed assistance in implementing the requirements of the Municipal NPDES Permit Planning and Land Development Program.
3.3	Construction. As needed assistance in implementing the requirements of the Municipal NPDES Permit Construction Program.
3.4	Industrial/Commercial Facilities. Update industrial/commercial facility records using available data sources. Distribute, develop, and purchase educational material. Schedule and conduct BMP inspections, follow-up, and issue enforcement.
3.5	Public Agency Activities and Training. Develop and provide Municipal NPDES training for applicable city staff. Update records for inventoried city facilities with available information. As needed, inspect BMPs at City facilities and assist in selecting BMPs.
3.6	Illicit Discharge Investigations. As needed assistance in implementing the requirements of the Municipal NPDES Permit Illicit Discharge Detection and Elimination Program.
3.7	Public Information and Participation. Update records for public outreach activities. Assist as needed with community events to promote pollution prevention, providing and distributing educational materials, and updating and developing materials and content.
4. Monitoring Program	
4.1	Project management and coordination. Conduct planning, preparation, and scheduling required for the City's NPDES Integrated Monitoring Program (monitoring and reporting services)
4.2	Coordination, permitting, access agreements with LADPW, and Updates to SAP/HASP. Update necessary encroachment permits with Los Angeles County Flood Control (LACFD) for one (1) receiving water site in Compton Creek (R1) and three (3) MS4 Outfall sites in the City's jurisdiction (FS1, Fs2, and FS6). Additionally, a Letter of No Objection (LNO) or no fee Section 408 Permit will be obtained from the Army Corps of Engineers (ACOE) for access to Outfall FS1.
4.3	Equipment Installation, Maintenance, and Laboratory Coordination. Procure equipment, obtain sample supplies, and coordinate with laboratories to ensure analytical procedures are well defined. Equipment will be installed and will include

Task	Description
	confined space entry as-needed. Flow meters, sample strainers, and sample tubing will be installed and maintained throughout the monitoring season.
4.4a	Receiving Water Wet Weather Monitoring (3 Events x 1 site). Perform wet weather monitoring at one (1) receiving water site (R1) in Compton Creek during three monitoring events. Target sampling the first significant rain event of the 2023-2024 wet season with a predicted rainfall of at least 0.25 inches at a 70 percent probability of rainfall at the National Weather Service (NWS) Rain Gauge Station (CMGC1) at Compton Creek (33.88/-118.22) at least 24 hours prior to the event start time will be targeted. Two subsequent storm events that forecast sufficient rainfall and runoff to meet program objectives and site-specific study needs will also be targeted. Sample events will be planned to be conducted (when possible, though not required) during similar events as the City of Los Angeles Monitoring Program for data comparability with the Dominguez Channel and Los Angeles Monitoring Program for data comparability with the Dominguez Channel and Los Angeles River Monitoring Programs. Sampling events will be preceded by a minimum of three days of dry weather (less than 0.1 inch of rain each day) at NWS CMGC1 prior to the forecasted event. Receiving water monitoring will begin as soon as possible after storm water outfall-based monitoring in order to be reflective of potential impacts from MS4 discharges. Monitoring will include sample collection of a single grab sample using as autosampler pump and temporary tubing extended into the channel flow during or near the peak flow of the vent (less than 20% of base-flow conditions and during obvious storm flow influences). The R1 Monitoring Site is no amenable for installing a permanent station due to a soft channel bottom that is periodically maintained by LACFD. Samples will be collected and submitted to the laboratory under chain of custody and will be analyzed for the parameters listed in the Baseline Monitoring and Reporting Plan and as specified in the Analytical Cost Schedule. Sample collection will include one duplicate and one blank sample per monitoring year for quality assurance procedures to represent the overall program. Aquatic toxicity will be monitored twice per year during the first and second sample events using the test species H. Azteca which was determined to be the most sensitive test species during screening in accordance with section IX.H.3 of the 2021 Permit. Additional sample will be collected during same two sample events for Toxicity Identification Evaluations (TIEs) in the event the toxicity is observed that triggers the TIE threshold in the toxicity test sample (i.e., greater than or equal to 50% effect) (total of two TIEs per wet season). This assumes that a TIE will be initiated and assumes it will be conclusive to indicate which pollutant class in likely causing toxicity and will be supported by chemistry data assessment.
4. 4b	Wet Weather Outfall Monitoring (3 Events x 3 sites). Perform monitoring at three (3) MS4 Outfall sites (FS1, FS2, and FS6) at the same time and following the same mobilization criteria as listed above. Monitoring will include sample collection using either time weighted sampling techniques in accordance with the Permit and SAP. Samples will be collected and submitted to the laboratory under chain of custody and will be analyzed for all required parameters listed in the Baseline Monitoring and Reporting Plan, and as specified in the Analytical Cost Schedule. Sample collection will include one duplicate and one blank sample per monitoring year for quality assurance procedures for Hi Resolution Pesticides and PCBs for FS6. The QC duplicate for R1 in Task 4a will be used for FS1 FS2. Additional sample will be collected at FS1 and FS2 during the second event for Toxicity Identification Evaluations (TIEs) in the event the toxicity is observed that triggers the TIE threshold in the receiving water toxicity test sample (i.e. greater than or equal to 50 effect). Therefore, up to two toxicity tests using the test species H. Azteca would potentially be performed during the second wet event at the Outfalls FS1 and FS2, and one potential TIE has been budgeted in the event

Task	Description
	significant toxicity was identified at a given sample location.
4.4c	Receiving Water Dry Weather Monitoring (2 events x 1 site). Perform dry weather monitoring at one (1) receiving water site (R1) in Compton Creek. One event will be conducted during a month with the historically lowest baseflow or during the historically driest month of 2023 in accordance with the Permit (or upon approval of access agreements with LADPW). The other monitoring event will occur in May 2024. Dry weather monitoring will occur when preceded by at least 7 days of dry weather with no measurable precipitation at the National Weather Service Rain Gauge Station (CMGC1) at Compton Creek (33.88/-118.22). Monitoring will include sample collection using either flow weighted or time weighted sampling techniques in accordance with the Permit. Samples will be collected and submitted to the laboratory under chain of custody and will be analyzed for the parameters listed in the Baseline Monitoring and Reporting Plan. Sample collection will include one duplicate and one blank sample per monitoring year for quality assurance procedures. Aquatic toxicity will be monitored once per year, once during the month with the historically lowest flows (August). In accordance with the 2021 Permit, test species sensitivity is required to determine the most sensitive test species for future monitoring. Dry weather monitoring in May 2024 will also include one event for Benthic Macroinvertebrate Bioassessment in accordance with the Southern California Storm Water Monitoring Coalition (SMC) Regional Stream Bioassessment Program. Bioassessment is not recommended during the historically driest period (in August or September) as the SMC Bioassessment Program is aligned for taking representative and comparable samples in the spring or early summer.
4.5	Analytical Data QA/QC, Date Tables, and CEDEN Formatting and Uploads. Review and finalize all flow data, prepare flow volume calculations, flow hydrographs and other appropriate information necessary for assessment. Once the data has been appropriately reviewed using quality assurance/quality control (QA/QC) procedures, event flow hydrographs from each wet weather sampling event and wet weather season hydrographs will be provided in both Excel and Adobe Acrobat format. Event rainfall summaries from each wet weather sampling event and wet weather season rainfall summaries will be provided in both Excel and Adobe Acrobat format. Analytical data records (bookmarked PDF and EDD formats) will be generated by the laboratories and submitted upon completion. Review, finalize, format, and submit all field and analytical data. Data verification will include a review for completeness and accuracy, review for outliers and omissions, and the use of performance criteria to identify laboratory quality control sample outliers and omissions, and the use of performance criteria to identify laboratory quality control sample outliers. Data validation consists of accepting, rejecting, or applying qualifiers to data based on the QAPP, analytical method criteria, and professional judgement. Once the data has been appropriately reviewed and QA/QC performed, the results will be explained and noted. Include the data from the required TMDL stations S10 and DOM-RW-DCE01 (via cost sharing agreements with the watershed groups). Sample results and tables will be coordinated with City. Following approval, the results will be sent electronically per the Regional Board's paperless office guidelines to losangeles@waterboards.ca.gov. The results will highlight exceedances of applicable WQBELs, receiving water limitations, action levels, or aquatic toxicity thresholds and include basic information regarding sampling dates, locations, or other pertinent documentation. Results will be transmitted using SMC Standardized Data Transfer Formats (SDTFs), which is equivalent to the California Data Exchange Network (CEDEN) format. The results will be provided to the Regional Board and uploaded directly to the CEDEN database. In accordance with the 2021 Permit, results collected between January 1 through June 30 will be provided submitted by December 15 and results collected

Task	Description
	between July 1 through December 31 of the prior year will be submitted by June 15.
4.6	Draft and Final Monitoring Report. Prepare a draft and final annual monitoring report. The draft report will be provided by August 30. The final report will be provided approximately two weeks after review by City. Comments will be addressed, and a final report will be provided via pdf (electronic delivery) by September 30.

As further detailed in the Consultant's **"Proposal for Municipal NPDES Professional Services"** dated June 29, 2023, which is incorporated herein.

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

Consultant services hereunder shall be performed in good, workmanlike and professional manner. Consultant shall be responsible for correcting and completing all errors and omissions related to the services provided by the Consultant for this Agreement at no additional cost to the City**.** "Errors" and "Omissions" for purposes of this paragraph are defined to mean a failure by the Consultant to meet the standards of its profession as set forth in the preceding paragraph. The acceptance of the services by City does not release Consultant from these obligations.

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

John L. Hunter, P.E., Principal of Consultant shall be primarily responsible for representing Consultant in performance of this Agreement.

2. Duration of Contract. Consultant agrees to commence the services provided for herein on or about July 1, 2023 and continue in a diligent and professional manner until the services to be rendered are complete by or before June 30, 2026.

Consultant will generally adhere to deliverable timelines set forth by the City or otherwise agreed to by the parties provided, that City will grant reasonable extensions of time for the performance of the services occasioned by unusually lengthy governmental reviews of Consultant's work product or other unavoidable delays occasioned by unforeseen circumstances; provided, further, that such unavoidable delay will not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, Consultant's officers or employees.

Consultant acknowledges the importance to City of the project schedule and agrees to put forth its best professional efforts to perform the services in a manner consistent with that schedule. City understands, however, that Consultant's performance must be governed by sound practices. Consultant will work such overtime or engage such personnel and equipment as necessary to maintain the schedule, without additional compensation.

3. Compensation. The method of payment for this Contract will be on a fee-for-services, per Task basis as specified within Consultant's **"Proposal"** dated June 29, 2023 and specified in **Section 1**,

above. The total price paid the Consultant will include compensation for all work, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the Consultant, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total compensation will be negotiated between the Consultant and the City. Adjustment in the total compensation will not be effective until authorized and approved in writing by the City**.**

If Consultant fails to submit the required deliverable items according to schedule or as required by the Agreement, except for those amounts that are due and not reasonably in dispute, the City shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions noted herein.

Consultant shall be reimbursed within thirty (30) days, or as promptly as fiscal procedures may permit, upon receipt by the City of itemized invoices for services completed. Invoices shall be submitted no later than 45 calendar days after the performance of work for which the Consultant is billing. Invoices shall detail the work performed on each task as applicable. Invoices shall be delivered or mailed to the **Director of Public Works Department** at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

As full and complete compensation for performance of all the services to be performed by the Consultant pursuant to this Agreement, City shall pay, and Consultant agrees to accept, a not-to-exceed maximum sum of **One Million One Hundred Eighty-Six Thousand Two Hundred Fifty Dollars and Sixty-Eight Cents ($1,186,250.68)** for of the MS4 Permit Compliance Period for July 1, 2023 – June 30, 2026.

In the event of termination, the Consultant shall be entitled to compensation for the undisputed reasonable value of services performed to the effective date of termination, including any noncancellable obligations incurred prior to termination; provided, however, that the City may condition payment of such compensation upon the Consultant's delivery to the City of any and all City property, documents, reports, records, materials and work product associated with the performance of this Agreement.

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

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

5. Independent Contractor Status. Consultant, its officers, employees, subcontractors, agents and volunteers (collectively hereinafter the "Consultant"), is a wholly independent Contractor and not an officer, employee, subcontractor or agent of the City of Compton, and is not authorized to act on behalf of the City. Neither the City nor any of its officers, employees, agents or volunteers shall have any control over the conduct of the Consultant, except as expressly set forth in this Agreement. Consultant expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Agreement that Consultant shall not at any time or in any manner, represent that Consultant is in any manner officers, employees, agents or volunteers, joint venture or partner of the

City. Consultant shall obtain no rights to retirement, health care or any other benefit that accrue to City officials, officers, or employees. Consultant expressly waives any claim to such rights. Consultant will not be eligible for any employee benefits, nor will City make deductions from any amounts payable to Consultant of taxes or insurance. All payroll and employment taxes, insurance, and benefits shall be the sole responsibility of Consultant. Consultant retains the right to provide services for others during the term of this Agreement.

The payment(s) made to Consultant pursuant to the Agreement will be the full and complete compensation to which Consultant is entitled. City will not make any federal or state tax withholdings on behalf of Consultant or its agents, employees or subcontractors. City will not pay any workers' compensation insurance, retirement contributions or unemployment contributions on behalf of Consultant or its employees or subcontractors. Consultant agrees to indemnify and pay City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which City may be required to make on behalf of Consultant or any agent, employee, or contractor of Consultant for work done under this Agreement. At the City's election, City may deduct the amounts paid pursuant to this Section, from any balance owing to Consultant.

6. Successors, Assignment and Delegation. City and the Consultant each binds themselves, their partners, successors, assigns and legal representatives to the other hereto and to partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in this Agreement.

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

7. Nondiscriminatory Employment Practices. During the performance of this Agreement, the Consultant agrees not to discriminate against any employee or applicant for employment because of race, sex, creed, color, religion, age, sexual orientation, marital status, national origin, political affiliation, handicap or belief in accordance with requirements of City, State or Federal laws and regulations. Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, sex, creed, color, religion, age, sexual orientation, marital status, national origin, political affiliation, handicap or belief in accordance with requirements of City, State or Federal laws and regulations. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees, applicants and subcontractors for employment, notices setting forth the provisions of this non-discrimination clause.

In the event of the Consultant's non-compliance with the non-discrimination clause of this Agreement, this Agreement may be immediately canceled, terminated or suspended in whole or in part.

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

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

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

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

11. Insurance. Without limiting the Consultant's indemnification of the City, Consultant shall obtain and maintain, at its cost and expense, for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the services by Consultant or Consultant's agents, representatives, employees or subcontractors. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. Such evidence shall specifically identify this Agreement and shall contain express conditions that the City is to be given written notice at least thirty (30) days in advance of any termination or implementation of a reduction of limits or material change of insurance coverage as specified herein. Failure on the part of the Consultant to procure or maintain insurance shall constitute a material breach upon which the City may immediately terminate this Agreement. All insurance required hereunder shall be primary with respect to any insurance maintained by the City**.**

Coverages and Limits. Consultant will maintain the types of coverage's and minimum limits indicated below, unless the Risk Manager or City Manager, in consultation with the City Attorney approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Consultant's indemnification obligations under this Agreement. City, its officers, agents, volunteers and employees make no representation that the limits of the insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. The coverage will contain no special limitations on the scope of its protection to the below-designated insured's except for Workers Compensation and errors and omissions insurance. Consultant will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage, as Consultant deems adequate, at Consultant's sole expense.

11.1 Commercial General Liability Insurance. $1,000,000 combined single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain aggregate limits, general aggregate limits will apply separately to the work under this Agreement or the general aggregate will be twice the required per occurrence limit.

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

11.3 Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code and Employer's Liability limits of $1,000,000 per accident for bodily injury. Workers' Compensation and Employer's Liability insurance will not be required if Consultant has no employees and provides, to City's satisfaction, a declaration stating this.

11.4 Professional Liability. Errors and omissions liability appropriate to Consultant's profession with limits of not less than $1,000,000 per claim. The coverage shall also provide an extended two (2) year reporting period commencing upon termination or cancellation of this Agreement.

Endorsements. For Commercial General Liability Insurance and Automobile Liability Insurance, Consultant will ensure that the policies are endorsed to name the City of Compton and its respective elected and appointed officers, officials, employees, agents and volunteers as **"additional insured's"** with respect to liability arising out of the activities of the Consultant. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City. ***Prior to City's execution of this Agreement, Consultant will furnish certificates of insurance and endorsements to City.***

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

12. Permits and Licenses. Consultant, at its own expense, during the term of this Agreement, shall obtain and maintain all appropriate business and professional permits, licenses and certificates that may be required in connection with the performance of services by the Consultant. Upon execution of this Agreement, the Consultant shall show evidence of a business license permit in conformance with *Section 9-1.2* of the *Compton Municipal Code*.

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

14. Warranties. Consultant represents and warrants (i) that Consultant has no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with Consultant's undertaking this relationship with City, (ii) that the performance of the services called for by this Agreement do not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party, (iii) that Consultant will not use in the performance of his responsibilities under this Agreement any confidential information or trade secrets of any other person or entity and (iv) that Consultant has not knowingly entered into or will enter into any agreement (whether oral or written) in conflict with this Agreement.

15. General Compliance with Laws. Consultant will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of the services by Consultant. Consultant will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of the services with all applicable laws, ordinances and regulations. In the event the Consultant encounters any conflict between such laws and ordinances, Consultant shall notify the City in writing and the parties agree to work cooperatively to resolve the conflict.

16. Termination. In the event of the Consultant's failure to prosecute, deliver, or perform the services, after giving written notice of default and two (2) days to correct the same, then, in addition to any other remedies, City may terminate this Agreement for nonperformance by notifying Consultant in writing. Consultant has five (5) business days to deliver any documents owned by City and all work in progress to City address contained in this Agreement. City will make a determination of fact based upon the work product delivered to City and of the percentage of work that Consultant has performed which is usable and of worth to City in having the Agreement completed. Based upon that finding City will determine the final payment of the Agreement. In the event City elects to terminate, City will have the right to immediate possession of all Work Product and work in progress prepared by Consultant, whether located at the project site, at Consultant's place of business, or at the offices of a subconsultant.

The City's obligation is payable only from funds appropriated for the purpose of this Agreement. All funds for payments after the end of the current fiscal year are subject to the City's legislative appropriation for this purpose. In the event this Agreement extends into succeeding fiscal year periods

and the City Council does not allocate sufficient funds for the next succeeding fiscal year payments, this Agreement shall terminate immediately upon written notice from the City.

Either Party, upon tendering ten (10) calendar days written notice to the other Party, may terminate this Agreement for convenience. In this event and upon request of City, Consultant will assemble the work product without charge and put it in order for proper filing and closing and deliver it to City. Consultant will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

17. Force Majeure. In the event that performance by either party is rendered impossible (permanently or temporarily) due to acts of war, acts of terrorism, fires, floods, epidemics, quarantine restrictions, or other natural occurrences, strikes, work slowdowns, lockouts (other than lockout by Consultant), or other similar acts to those described above or other causes beyond the reasonable control of such party, and without fault or negligence, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Notwithstanding the foregoing, City shall have the right to terminate this Agreement upon any event that renders performance impossible. In such case, City shall be responsible for payment of compensation for the reasonable value of services rendered to the point at which this Agreement is terminated, but in no event to exceed the total lump sum fee payable under this Agreement.

18. Covenants Against Contingent Fees. Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City will have the right to terminate this Agreement for nonperformance, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

19. Certifications. The Consultant, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against he/she/it by a court of competent jurisdiction in any matter involving fraud or official misconduct in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract under a public transaction; violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property within the past 3 years; and
- are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in the preceding paragraph; and
- have not had one or more public transactions (Federal, State or local) terminated for cause or default within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

[Supply exceptions on separate page]

For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

[Attach separate page]

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction. The above certifications are part of this contract.

Signing this agreement on the signature portion thereof shall also constitute signature of the above Certifications.

John L. Hunter, P.E., Principal-in-Charge **(Date)**

20. Jurisdiction, Venue and Governing Law. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of Los Angeles, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county. This agreement will be governed by the laws of the State of California.

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

22. Waivers. The waiver by either Party of any breach or violation of any term, covenant, or condition of this Agreement or of any applicable law will not be deemed to be a waiver of such term, covenant, condition or law or of any subsequent breach or violation of same or of any other term, covenant, condition or law. The acceptance by either Party of any fee or other payment which may become due under this Agreement will not be deemed to be a waiver of any preceding breach or violation by the other Party of any term, covenant, or condition of this Agreement or any applicable law.

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

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

25. Amendments. This Agreement may be modified or amended only be written document executed by both Consultant and City's City Manager and approved as to form by the City Attorney. Such document shall expressly state that it is intended by the parties to amend the terms and conditions of this Agreement.

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

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

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

To Consultant:
John L. Hunter & Associates
6131 Orangethorpe Avenue, Suite 300
Buena Park, California 90620
Attn: John L. Hunter, Principal
(562) 802-7880 – ext. 225
(562) 802-2297 – fax
jhunter@jlha.net

To City:
City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: Director, Public Works Department
(310) 605-5505
(310) 761-1417 – fax.

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

In the event of any change of address, the moving party is obligated to notify the other party of the change of address in writing. Each party may amend, supplement and update the notice list to add, delete or replace any listed individuals; however, the amendment must be in writing.

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

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

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

JOHN L. HUNTER AND ASSOCIATES
CONSULTANT

Dated: _____

By _____
John L. Hunter, P.E., Principal

CITY OF COMPTON
Recommended for Approval:

Approved by:

Dated: _____ **By _____**
Jerome Groomes, City Manager

Approved as to form:

By _____ **Dated: _____**
Eric Perrodin, City Attorney

ATTEST:

Dated: _____ **By _____**
Vernell McDaniel, City Clerk

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM

JLHA
MUNICIPAL CONTRACTOR

NV5

SERVICES PROPOSAL
2023.06.29

Prepared for: John D. Strickland, Jr. Project Manager
City of Compton Public Works Engineering Department
205 South Willowbrook Avenue
Compton, CA 90220

Prepared by: **John L. Hunter & Associates**
6131 Orangethorpe Ave #300
Buena Park, CA 90620

Michelle Staffield, P.E.
Project Manager
mstaffield@jlha.net 562.802.4890

Cameron McCullough
Technical Lead
cmccullough@jlha.net 562.726.4259

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1. Company Overview

John L. Hunter and Associates, Inc. (JLHA) is an environmental consulting corporation founded in 1985. We specialize in assisting cities implement water quality and conservation programs. This includes NPDES/pollution prevention, watershed management, sewer spill prevention, water conservation, and recycling. Services include administration, planning, reporting, and funding, as well as inspections, engineering, monitoring, and public education.

1.1. Qualifications and Experience

Our experience in Municipal NPDES begins with the inception of MS4 Permits in the 1990s. Table 1 is a complete list of NPDES services we provide to current municipal clients, which are similar to the one proposed in the RFP. This includes:

- 38 cities, 4 watershed management groups: Program administration or technical support,
- 18 cities: Grant and SCWP Program project application or administration,
- 38 cities: Field services such as BMP compliance inspections,
- 23 cities: Plan review and approval, including LID Plans, WQMPs, and SWPPPs,
- 39 cities, 3 WMGs: Reporting (e.g., annual, TMDL, or watershed reports), and
- 37 cities and 3 watershed groups: Staff training.

Recent and relevant projects include:

- Submitting over 20 applications for SCWP infrastructure project funding (2019-current).
- Applying for and obtaining a Prop 1 Stormwater grant (Urban Orchard in South Gate, 2018) and administering a Prop 1 grant (Ford Park in Bell Gardens, current).
- Updating Watershed Management Programs (WMPs) for the Lower Los Angeles River (LLAR), Lower San Gabriel River (LSGR), Nearshore (Long Beach), and Peninsula Cities WMGs (2021).
- Assisting with the implementation of the Trash TMDL DGR Study for 24 local municipalities in the Santa Monica Bay, Machado Lake, Ballona Creek, and Los Angeles River watersheds.
- Assisting with the implementation of the Statewide Trash Provisions for 22 local municipalities.
- Representing the Cities of Glendale, Diamond Bar, and Villa Park in MS4 NPDES compliance audits conducted by the Regional Water Board and Federal EPA staff in 2019 and 2020.
- Managing ongoing BMP inspection programs at over 10,000 sites.

Our interagency compliance planning experience includes serving as the lead consultant for the development of the WMPs for the LLAR, LSGR, Nearshore, and Peninsula Cities watershed management groups (WMGs). This included oversight of the development of Coordinated Integrated Monitoring Programs (CIMPs). Together the member agencies of these Watershed Groups represent 20 MS4 NPDES Permittees. We also serve as the consultant team lead for the Nearshore, LLAR, LSGR, and Peninsula Cities WMGs. Services include administering monitoring activities, overseeing the development of and submitting funding applications for Safe Clean Water Program projects, preparing watershed annual reports, holding technical committee meetings, and implementing other relevant tasks such as feasibility studies.

Table 1. Summary of Municipal NPDES Services Currently or Recently Provided

Municipal NPDES Client	Years of service	Administrative or Technical support	Plan Review	Field Inspections	Public Outreach	Training	Funding Assistance	Project or Compliance Planning	Trash Studies	Monitoring oversight	Reporting
Arcadia	28	×	--	×	×	×	×	--	×	--	×
Artesia	9	×	--	×	×	×	×	×	--	--	×
Baldwin Park	3	×	--	×	×	×	×	×	--	--	×
Burbank	6	×	--	--	--	×	×	×	×	--	×
Cerritos	8	--	--	×	--	--	×	--	--	--	×
Compton	3	×	--	--	--	×	×	--	--	×	×
Covina	15	×	×	×	--	×	--	--	--	--	--
Culver City	<1	×	×	×	×	×	×	×	×	×	×
Diamond Bar	16	×	×	×	×	×	×	×	--	--	×
Downey	12	×	×	×	×	×	×	×	×	--	×
Fullerton	6	×	--	--	--	×	×	--	--	--	×
Glendale	10	×	--	×	--	×	×	--	×	--	×
Hawaiian Gardens	11	×	×	×	×	×	×	×	--	--	×
Hawthorne	23	×	--	×	×	×	×	--	--	--	×
Hermosa Beach	3	×	--	×	×	×	×	×	--	--	×
Inglewood	8	×	--	×	×	×	×	--	×	--	×
La Habra	12	×	×	×	×	×	×	--	--	--	×
La Mirada	6	×	--	×	--	--	×	--	--	--	×
Laguna Woods	3	--	×	×	--	--	--	×	--	--	--
Lakewood	8	--	--	×	--	--	×	--	--	--	×
Lomita	8	×	--	×	×	×	×	×	--	--	×
Long Beach	9	×	--	×	×	×	×	×	×	×	×
Los Angeles	<1	×	--	×	--	--	--	--	--	--	--
LCC WMG	9	×	--	--	--	×	--	×	--	×	--
Lower LA River WMG	10	×	--	--	--	×	×	×	--	×	×
Lower San Gabriel River WMG	10	×	--	--	--	×	×	×	--	×	×
Lynwood	9	×	×	×	×	×	×	×	×	--	×
Manhattan Beach	13	--	--	×	--	--	--	--	--	--	--
Monterey Park	18	×	×	×	×	×	×	×	×	--	×
Norwalk	13	×	×	×	×	×	×	×	--	--	×
Paramount	9	×	×	×	×	×	×	×	×	--	×
Pasadena	8	×	×	×	--	×	×	×	×	--	×
Palos Verdes Peninsula WMG	10	×	--	--	--	--	--	×	--	×	×
Pico Rivera	7	×	--	--	×	×	×	--	×	--	×
Placentia	10	×	×	×	--	×	×	--	--	--	×
Rancho Palos Verdes	29	×	×	×	×	×	×	×	×	--	×
Rolling Hills	14	--	--	--	--	--	--	--	×	--	×
Santa Fe Springs	7	--	×	×	--	--	--	--	--	--	--
Seal Beach	18	×	×	×	×	×	×	--	--	--	×
Signal Hill	38	×	×	×	×	×	×	×	×	--	×
South El Monte	6	×	×	×	×	×	×	×	×	--	×
South Gate	32	×	×	×	×	×	×	×	×	--	×
South Pasadena	18	×	--	×	×	×	×	×	×	--	×
Stanton	16	×	×	×	×	×	×	--	--	--	×
Temple City	20	×	×	×	×	×	×	×	×	--	×
Upper Los Angeles WMG	3	×	--	--	--	--	--	×	--	--	--
Villa Park	10	×	×	×	×	×	--	--	--	--	×
West Covina	8	×	×	×	×	×	×	×	--	--	×
West Hollywood	28	×	×	×	--	×	×	×	×	--	×
Whittier	9	×	--	×	×	×	×	×	--	--	×
TOTALS (out of 50)		44	24	40	29	40	40	30	20	7	43

We also represent municipal clients in WMGs for the Upper Los Angeles River, Upper San Gabriel River, Dominguez Channel, Ballona Creek, Beach Cities, and Los Cerritos Channel. In Orange County we represent six municipal clients in WMG planning activities led by the Orange County Public Works.

1.2. Sub-Consultants (NV5)

We subcontract additional services as needed such as water quality monitoring and laboratory analysis, outfall screening, construction management, computational analysis, and design engineering. NV5 will lead Task 4 (Monitoring Program) of the RFP.

NV5 is a leading provider of environmental, engineering and consulting services to public and private sectors, offering solutions through six business verticals: Environmental, Infrastructure, Energy, Program Management, Construction Quality Assurance, and Geospatial Services. With over 3,500 employees in 100 offices worldwide, NV5 plans, designs, tests, constructs, certifies, and operates projects that improve the communities where we live and work. The NV5 Long Beach Office and staff have extensive experience working on watershed and NPDES related stormwater projects associated with the Municipal Phase I, Industrial, and Construction Stormwater Permits. NV5 have direct experience working with JLHA over the past 12 years and specifically serving the City of Compton NPDES Project over the past four years. NV5 have conducted water quality monitoring and reporting projects in both the Dominguez Channel and Los Angeles River watersheds which the City discharges to.

1.3. Comparable Work

Table 2 is a list of projects JLHA and NV5 have provided work similar to the RFP scope of services. Additional references are available at the request of the City.

Table 2. Comparable Work

Agency Name	RFP Task[1]				Client Information
	1	2	3	4	
JLHA					
Long Beach	X	X	X	X	Melissa You, Stormwater Compliance Officer 411 W Ocean Blvd, Long Beach, CA 90802 (562) 570-6691, melissa.you@longbeach.gov
South Gate	X	X	X	--	Gladis Deras, Senior Engineer 8650 California Ave, South Gate, CA 90280 (323) 563-9500, gderas@sogate.org
Paramount	X	X	X	--	Adriana Figueroa, Public Works Director 15300 Downey Ave, Paramount, CA 90723 (562) 220-2020, afigueroa@paramountcity.com
NV5 (Subcontractor)					
County of Orange	--	--	--	X	Grant Sharp, Manager, South OC Watershed Management Area 2301 N Glassell St, Orange, CA 92865 (714) 955-0633, grant.sharp@ocpw.ocgov.com
Los Angeles World Airports	--	--	--	X	Lisa Dugas, Environmental Affairs Officer Los Angeles World Airports 7301 World Way W, 3rd Fl, Los Angeles, CA 90045 (424) 646-6485, ldugas@lawa.org
Port of Long Beach	--	--	--	X	Dylan Porter, Environmental Planning Port of Long Beach Environmental 415 W Ocean Blvd, Long Beach, CA 90802 (562) 283-7118, dylan.porter@polb.com

Task 1: Program Administration, Compliance Planning, and Reporting; Task 2: Program Funding; Task 3: Control Programs; Task 4: Monitoring Program

1.4. Key Project Team Members

Table 3 lists the key personnel for this project and their typical project roles.

Table 3. Key Project Team Personnel and Roles

Program Title	Team Member Information	
JLHA		
Project Manager	Name	**Michelle Staffield**, PE, MSE, CPSWQ, QSD
	Roles	Point-of-contact, manages services implementation and budget
Technical Lead	Name	**Cameron McCullough**, MS, CPSWQ, QSD/P, IGP ToR
	Roles	Alternate point-of-contact, assists in services implementation
Principal in Charge	Name	**John Hunter**, PE
	Roles	As-needed project implementation
Staff Engineer	Name	**Chris Chew**, PE, QSD/P
	Roles	Plan review and engineering oversight
Asst. Project Manager	Name	**Hugo Garcia**, CPSWQ, CESSWI, QSD/P
	Roles	Assists in services implementation
Compliance Specialist	Name	**Brandon LaBeet**, QISP
	Roles	Construction, industrial, and municipal site inspections
Compliance Specialist	Name	**Erick Barrales**, QISP
	Roles	Construction, industrial, and municipal site inspections
NV5 (Subcontractor)		
Senior Project Manager	Name	**Garth Engelhorn**, CPSWQ, QISP/ToR (Subcontractor: NV5)
	Roles	Project delivery for Task 4. Monitoring Program
Principal in Charge	Name	**David Renfrew**, PMP, CPSWQ, QISP/ToR, QSD/P (Subcontractor: NV5)
	Roles	Project delivery for Task 4. Monitoring Program

1.5. Resumes

The following section includes the resumes and certifications of key personnel.

Michelle Staffield, PE, MSE, CPSWQ, QSD

Project Manager/Project Engineer

Education
M.S., Civil Engineering, Loyola Marymount
B.S., Ecology, Behavior, & Evolution, UCSD

Certifications
CA Professional Civil Engineer (#88904)
CPSWQ, EnviroCert (#1136)
QSD, CASCA (#26529)

Michelle Staffield has 16 years of experience in the water quality field, specializing in surface water quality regulation in local regions including Los Angeles, Orange County, and San Diego. Her experiences include managing the development and implementation of point and non-point source programs—including NPDES and TMDL programs for municipalities—assisting and training municipal staff in their in-house NPDES programs, and representing client interests in interactions with regulators and other stakeholders.

Recent Experience and Project Qualifications

Michelle serves as a Project Manager and technical lead on various stormwater infrastructure projects for municipalities involving planning, review, and implementation. In this role her relevant experiences and tasks include implementing and managing NPDES municipal permit provisions such as watershed management and TMDL compliance, Best Management Practices (BMPs) and Low Impact Development (LID) for planning and land development, construction, and industrial/commercial activities, public information and participation, and general programs management and technical assistance. She is also involved in the development and review of Watershed and Stormwater Management Programs, Water Quality Management Plans (WQMPs), and LID Plans.

Municipal NPDES Permit Management: Some of Michelle's current client-specific responsibilities include:

- Reviewing LID Plans following the standards of the Los Angeles County area-wide MS4 Permit for the cities of Covina, Diamond Bar, Downey, Hawaiian Gardens, Long Beach, Lynwood, Monterey Park, Norwalk, Pasadena, Rancho Palos Verdes, Santa Fe Springs, Signal Hill, South El Monte, South Gate, West Hollywood, and Whittier.
- Reviewing WQMPs following the standards of the North Orange County area-wide MS4 Permit for the cities of Buena Park, La Habra, Placentia, Seal Beach, Stanton, and Villa Park. (WQMPs are the Orange County-equivalent of Los Angeles County's LID Plans.)
- Serving as point-of-contact with project engineers for the LID Plan and WQMP review process.
- Conducting post-construction BMP verification and maintenance inspections for the cities of Covina, Diamond Bar, Downey, Hawaiian Gardens, La Habra, Placentia, Rancho Palos Verdes, Seal Beach, Signal Hill, Stanton, and West Hollywood.
- Assisting in municipal TMDL compliance activities, including the preparation of Trash TMDL studies and compliance reports, and Bacteria TMDL studies and Load Reduction Strategy reports.
- Assisting in NPDES program management for the cities of Downey, South Gate and Signal Hill. Tasks include serving as a point-of-contact with City staff, representing city interests at watershed meetings and other related meetings and hearings, and preparing the Individual Annual Report.

Watershed Management: Through representation of municipal clients' stakeholder interests, Michelle also participates in the development and implementation of watershed management programs and monitoring programs for the Dominguez Channel, Los Cerritos Channel, Lower Los Angeles River, Lower San Gabriel River, and Peninsula Cities.

Cameron McCullough, CPSWQ, QSD/P, IGP ToR

Director

19 years of project experience

Education
M.S., Applied Mathematics, CSULB
B.S., Physics, CSULB

Certifications
CPSWQ, EnviroCert (#0842)
QSD/QSP, CASQA (#22706)
IGP Trainer of Record, CASQA (#079)

Affiliations
Phi Beta Kappa Society
Society for Industrial & Applied Math

Cameron McCullough has 19 years of experience in the environmental compliance field, specializing in municipal surface water quality. His experience includes municipal NPDES, TMDL, and SSO control programs administration and implementation, funding—including the Safe, Clean Water Program, compliance planning, staff training, and representing client interests in interactions with regulators and other stakeholders.

Recent experience and qualifications

Mr. McCullough currently serves as a contracted project manager and primary contact for nine local cities' surface water quality programs and provides as-needed general technical assistance to 28 local cities. Programs administered include those for state NPDES stormwater discharge permits (MS4, IGP, CGP), state non-stormwater discharge permits and orders (e.g., sanitary sewer overflows and drinking water system discharges), and local ordinances related to these programs (e.g., for the Safe, Clean Water Program, stormwater and urban runoff pollution prevention, and FOG/Industrial Waste Control). The table below lists specific clients, roles, and tasks for relevant contracted services.

Relevant Experience Currently or Recently Provided

Project Manager for contracted Municipal NPDES Program implementation assistance	
Clients	Arcadia, Burbank, Glendale, Inglewood, South El Monte, South Pasadena, Stanton, Villa Park, and West Covina (9 cities total)
Tasks	Varies per client, including client representation with watershed groups and regulators, program administration, WMP/TMDL/trash prohibition compliance planning, training, reporting, studies, and oversight of control programs such as inspections and public outreach.
Budget	$600,000/year total
Lead Technical Support for as-needed Municipal NPDES technical assistance	
Clients	The clients listed above, as well as Artesia, Baldwin Park, Compton, Covina, Diamond Bar, Downey, Hawthorne, Hermosa Beach, Lomita, Long Beach, Monterey Park, Norwalk, Paramount, Pasadena, Pico Rivera, RPV, Temple City, West Hollywood, and Whittier (28 total)
Tasks	Varies per client, including but not limited to staff training, NPDES Permit compliance inquiries, and assistance with strategic WMP/TMDL compliance planning.
Lead Technical Support for contracted Safe, Clean Water Program (SCWP) implementation assistance	
Clients	The 28 clients listed above, and Hawaiian Gardens, La Mirada, and Lynwood (31 total)
Tasks	Varies per client, including Annual Plan and Expenditure Report development and preparation, and general technical assistance. For Burbank (2020), Diamond Bar (2020), and South Pasadena (2 in 2020, 1 in 2021), tasks included project concept planning and TRP application preparation.
Project Manager for Watershed Management Group Reporting and WMP Adaptive Management	
Clients	Agencies within the Lower LA River and Lower San Gabriel River Watershed Management Groups
Tasks	Administering the preparation and adaptive management of WMPs and watershed reporting.
Client Representation for NPDES Program Audits	
Clients	Diamond Bar (2019), Glendale ('20), Seal Beach ('10, '06), Stanton ('14, '10), Villa Park ('19)
Tasks	Represented cities in MS4 NPDES Permit compliance audits from Cal EPA and Federal EPA.

Over 30 years of project experience

John L. Hunter, PE
Principal

Education
B.S. Chemical Engineering, CSULB
B.S. Biological Sciences, UCI

Certifications and Licenses
CA Professional Chemical Engineer, 4724
CA Registered Environmental Assessor, 0900
CA Hazardous Substance Removal, A3382
CA General Engineering License, A-582340

Mr. Hunter serves as the Principal of JLHA. He has over 30 years of experience in municipal environmental programs and currently oversees or otherwise assists with: (1) elements of over 40 separate municipal NPDES programs that covers sub-programs such as: watershed and stormwater management, TMDL implementation, plan reviews, industrial and construction inspections, training, O&M activities, public outreach, and monitoring and reporting; (2) elements of 30 municipal Safe, Clean Water Programs, (3) eleven municipal FOG or Industrial Waste programs encompassing permitting, inspections and enforcement; (4) six municipal Used Oil Recycling programs; (5) three municipal Beverage Container Recycling programs; and (6) two water conservation programs.

Related Experience

Representation, Advocacy, and Leadership

Since May 2016, Mr. Hunter has served as the chair for the LA Permit Group, which facilitates discussions and provides area wide Permit updates to affected parties within LA County that are under the Regional MS4 NPDES Permit. He coordinates this role with staff from the County of Los Angeles, as well as other Permit stakeholders. Historically, he has also chaired the Los Angeles River Watershed Management Committee and the Santa Monica Bay Bacterial TMDL J7 Subcommittee.

For decades Mr. Hunter has regularly represented client interests in meetings with Regional Board staff and members, most recently regarding topics such WMPs, CIMPs, TMDLs, trash provisions, and other new Permit mandates. Most recently this included providing written and oral comments on the 2021 Regional MS4 NPDES Permit on behalf of the Lower San Gabriel River and Lower LA River Watershed Management Groups.

Through these experiences, Mr. Hunter has played a leadership role in the continued countywide development and implementation of the Municipal NPDES Program in the LA Region.

Watershed Management and Safe, Clean Water Program

Mr. Hunter serves as the Principal-in-Charge for contracted program administration and implementation assistance to the Lower Los Angeles River Watershed Group, the Lower San Gabriel River Watershed Group, the Peninsula Cities Watershed Group, and the Long Beach Near-shore watersheds. Services overseen include preparation and adaptive management of the WMPs, CIMP monitoring, annual compliance reporting, project concept planning, and SCWP application preparation. This includes presenting SCWP funding projects to the Watershed Area Steering Committees (WASCs). He also participates as needed in the Upper Los Angeles River Watershed Group, the Dominguez Channel Watershed Group, and the Los Cerritos Channel Watershed Group.

Total Maximum Daily Loads and NPDES Permit Implementation

Mr. Hunter oversaw development of the Reach 1 Metals TMDL Implementation Plan on behalf of nine local agencies. The Plan was used as a source document for the Compliance Schedule in the Lower LA River WMP. He has also administered Trash TMDL studies and associated compliance reports for 19 cities, and continues to oversee the development and implementation of the federally required NPDES Municipal Permit Minimum Control Measures for over 30 cities.

Chris Chew, PE, QSD

Staff Civil Engineer

Overview

Mr. Chew serves as a Staff Civil Engineer. He has over 20 years of municipal experience reviewing structural and architectural plans. His specialty lies in reviewing such plans for compliance with Permits (including MS4), City ordinances (including LID and Green Streets /Erosion Control), Building Codes, and other State Laws.

Education

- M.S. Civil Engineering, Texas Tech University
- B.S. Civil Engineering, Texas Tech University

Certifications and Licenses

- CA Professional Civil Engineer (#47147)
- Qualified SWPPP Developer (QSD)

Related Experience

With JLHA (Starting 2021)

- Reviews structural and architectural plans and residential and large and complicated buildings for compliance with the MS4 Permit, City Ordinances and State Law.
- Interacts with developers to facilitate completion of their projects.
- Code Consultant.

City of Glendale, Principal Civil Engineer (2015-2020)

- Supervise and manage the Land Development, GIS, Surveying, Real Property, Stormwater and Wastewater Sections.
- Supervise and manage the review of grading and public improvement plans, encroachment plans, subdivision maps, covenant and agreements, street vacations and dedications.
- Update City's ordinances relating to engineering requirements in the Glendale Municipal Code, Glendale Building Code and Low Impact Development Ordinance.
- Review development plans for construction and code compliance.
- Represent the City of Glendale in meetings with other public agencies relating to wastewater and stormwater issues.
- Manage and implement the Municipal Separate Storm Sewer System (MS4) program.
- Responsible for the management of the Wastewater contracts with City of Los Angeles relating to the Amalgamated System and the Los Angeles Glendale Water Reclamation Plant.
- Manage wastewater rate study involving cost of service analysis.
- Solicit, prepare, and manage professional service agreements.
- Coordinate with architects, engineers, contractors, and other City staffs on development projects.
- Review City Council's staff report submittals.
- Review and evaluate employee's job performance.

City of Glendale, Senior Civil Engineer (2009-2015)

- Supervise and manage the Land Development, GIS, and Surveying Groups.
- Review development plans for construction and code compliance.
- Determine requirements for subdivisions, grading permits, construction permits and bonds.
- Coordinate with architects, engineers, contractors, and other City staffs on development projects.
- Review Council's staff report submittals.
- Response to citizen's requests and complaints.
- Manage the construction of federally funded slope repair project and supervise the analysis and reports on disputed construction costs, procedures, bids, and contract.
- Oversee preparation and revision of maps, surveys, wastewater records, and the storage and filing of various records and project files.
- Develop a handbook that describes the permitting procedures for various permits.
- Review and evaluate employee's job performance.

Hugo Garcia, CPSWQ, CESSWI, QSD/P

Senior Project Analyst/Assistant Project Manager

Education
B.S., Environmental Science, UCR

Certifications and Training
CPSWQ, EnviroCert (#1183)
CESSWI, EnviroCert (#4769)
QSD/P, CASQA (#27064)
Professional Certificate in GIS
Basic Inspector Academy, Cal EPA
Spanish fluency

Hugo Garcia has 11 years of experience with John L. Hunter & Associates, specializing in NPDES and Industrial Waste/FOG Control regulations. His experiences include implementation of Municipal NPDES Programs for Industrial/Commercial Facilities, Development Construction, Municipal Activities, Planning and Land Development, Public Information and Participation, and Illicit Connections & Illicit Discharge Elimination Programs. In addition, Hugo provides TMDL implementation and reporting, and serves as JLHA's lead GIS Specialist.

Recent Experience and Project Qualifications

Mr. Garcia currently serves as both a Senior Project Analyst and Compliance Specialist whose responsibilities include providing assistance with the implementation of several Watershed Management Programs in Los Angeles and Orange County, as well as conducting stormwater compliance inspections (e.g., La Habra, and South Gate). Specific examples of recent experience and project qualifications include:

- Assisting with the development, implementation, and compliance reporting components of Trash TMDLs for the Cities of Alhambra, Arcadia, Burbank, Downey, Glendale, Inglewood, Long Beach, Lomita, Lynwood, Monterey Park, Paramount, Pasadena, Pico Rivera, Rancho Palos Verdes, Signal Hill, South El Monte, South Gate, South Pasadena, Temple City, and West Hollywood.
- Assisting with the development of the Lower Los Angeles River Watershed Management Group Trash Monitoring Reporting Plan (TMRP), Trash Minimum Frequency of Assessment and Collection (MFAC/BMP) Programs for the Cities of Arcadia, Burbank, Downey, Glendale, Long Beach, Pasadena, and Pico Rivera, and Plastic Pellet Management Programs (PMRPs) for the Cities of Arcadia, Burbank, Glendale, Monterey Park, Pasadena, San Gabriel, South El Monte, South Pasadena, and Temple City.
- Assisting with Industrial General NPDES Stormwater Permit compliance activities and Stormwater Pollution Prevention Plans (SWPPPs) for municipal facilities located in the Cities of Laguna Beach, La Mirada, San Gabriel, Signal Hill, and West Covina.
- Conducting over 3,000 NPDES compliance inspections at industrial/commercial facilities (e.g., food facilities, automotive repair facilities, and facilities subject to the Industrial General Permit) and construction sites.
- Developing and maintaining GIS databases of 1) potential sites for low impact development (LID) retrofit projects to comply with various Watershed Management Programs, 2) catch basin retrofit locations to comply with Trash TMDLs and the statewide Trash Provisions, and 3) MS4 outfall and non-stormwater discharges locations to comply with Coordinated Integrated Monitoring Programs (CIMPs).
- Reviewing preliminary plumbing plans for new development and tenant improvement projects at Industrial Waste/FOG facilities in the cities of Arcadia, Signal Hill, South El Monte, South Gate, and Stanton.
- Assisting with the review of small site Low Impact Development (LID) plans for conformance with city-specific LID standards for the Cities of Signal Hill, South Gate, and West Hollywood.
- Developing retrofit opportunity inventories for multi-watershed/multi-jurisdictional grants.

Brandon LaBeet

Compliance Specialist II

Education
B.A., Environmental Science, CSULB

Certifications and Training
QISP, CASQA (in progress)
24 Hour HAZWOPER Training
Basic Inspector Academy, Cal EPA
CEQA Practice certificate, UCSD Extension

Brandon LaBeet has four years of experience with John L. Hunter & Associates, specializing in NPDES and Industrial Waste/FOG Control regulations. His experiences include work in 1) the Municipal NPDES Programs for Industrial/Commercial Facilities, Construction, Public Outreach, and Illicit Discharge Elimination, and 2) spill prevention through the Industrial Waste and Fats, Oils, and Grease (FOG) Control Programs.

Recent Experience and Project Qualifications

Brandon currently serves as an Environmental Compliance Specialist I whose responsibilities include implementing compliance inspection programs for stormwater, industrial waste, and fats, oils, grease (FOG), as well as providing assistance with the implementation of several Watershed Management Programs in Los Angeles. Specific examples of recent experience and project qualifications include:

- Conducting industrial waste and FOG inspections at industrial/commercial facilities (e.g., food service establishments, food processing, manufacturing, and automotive body/repair/wash).
- Assisting with implementation and processing of Industrial Waste/FOG program permitting. (Signal Hill, Stanton).
- Assisting with implementation of Industrial Waste/FOG program fee recovery billing. (Signal Hill).
- Conducting NPDES compliance inspections at industrial/commercial facilities (e.g., food facilities, automotive facilities, and facilities subject to the Industrial General Permit).
- Assisting with implementation of Senate Bill 205 (Business Licenses: Storm Water Discharge Compliance). (Pico Rivera, Stanton).
- Developing and maintaining inspection facility databases for the NPDES, and Industrial Waste/FOG programs.
- Assisting with the implementation component of Trash TMDLs. (Burbank, Monterey Park).
- Assisting with the implementation component of the Lower Los Angeles River Trash Minimum Frequency of Assessment and Collection (MFAC/BMP) Programs. (Glendale, Long Beach, Pasadena).

Erick Barrales, QISP

Compliance Specialist II

Education
B.S., Earth System Science, UCI

Certifications and Training
QISP, CASQA (#01405)
CESSWI, EnviroCert (in progress)
24 Hour HAZWOPER Training
Basic Inspector Academy, Cal EPA
Spanish fluency

Erick Barrales has four years of experience with John L. Hunter & Associates, specializing in NPDES and Industrial Waste/FOG Control regulations. His experiences include implementation of Municipal NPDES Programs for Industrial/Commercial Facilities, Development Construction, Public Information and Participation, and Illicit Connections & Illicit Discharge Elimination Programs.

Recent Experience and Project Qualifications

Erick currently serves as an Environmental Compliance Specialist I whose responsibilities include implementing compliance inspection programs for stormwater, industrial waste, and fats, oils, grease (FOG), as well as providing assistance with the implementation of several Watershed Management Programs in Los Angeles. Specific examples of recent experience and project qualifications include:

- Conducting industrial waste and FOG inspections at industrial/commercial facilities (e.g., food service establishments, food processing, manufacturing, and automotive body/repair/wash).
- Assisting with implementation and processing of Industrial Waste/FOG program permitting. (El Monte, South Gate, South El Monte).
- Assisting with implementation of Industrial Waste/FOG program fee recovery billing. (South El Monte).
- Conducting NPDES compliance inspections at industrial/commercial facilities (e.g., food facilities, automotive facilities, and facilities subject to the Industrial General Permit), and construction sites that disturb <1 acre.
- Assisting with implementation of Senate Bill 205 (Business Licenses: Storm Water Discharge Compliance). (Paramount, South El Monte, South Gate, Temple City).
- Developing and maintaining inspection facility databases for the NPDES, and Industrial Waste/FOG programs.
- Assisting with the implementation component of Trash TMDLs. (Burbank, Monterey Park).
- Assisting with the implementation component of the Lower Los Angeles River Trash Minimum Frequency of Assessment and Collection (MFAC/BMP) Programs. (Glendale, Long Beach, Pasadena).

2. Engineer in Charge of Work

The engineer who will be the responsible for day-to-day management of these services is:

Michelle Staffield, Project Manager
CA Professional Civil Engineer (#88904)
John L. Hunter & Associates, Inc.
6131 Orangethorpe Ave, Suite 300, Buena Park, CA 90620
mstaffield@jlha.net | 562.802.4890

3. Approach and Methodology

We at John L. Hunter and Associates (JLHA) and our subcontractor NV5 welcome the opportunity to provide municipal NPDES professional services to the City of Compton, prepared in response to the Request for Proposal. The timeframe of this proposal is for a period of three (3) years with the option for a two (2) one-year extension, upon written agreement by the City and JLHA. This proposal is considered valid for a period of ninety (90) days from the date of submittal.

Tables 4-7 describe our methods and procedures that will be used to manage the project. NV5 will lead Task 4 (Monitoring Program).

Table 4. Task 1: Program Administration, Compliance Planning, and Reporting

Task	Description
1.1	Provide project and program status updates. Represent the City with program stakeholders. Share technical program information and expertise with City staff.
	We understand that NPDES regulation is expansive, complex, and at times esoteric. We also understand that our clients prefer updates and reports that are clear, concise, and focused on action items and key points. In addition to written updates and reports, we can provide this service through in-person meetings, video conferences, phone calls, emails, and texting. We will represent the City: 1) at relevant area-wide NPDES meetings, 2) in interactions and negotiations with regulating agencies, non-governmental agencies, and the public, 3) in compliance audits, and 4) in responding to enforcement actions. Meeting summaries will be prepared for City review. Any action items required by the City as a result of the meetings will be conveyed via email or phone call. We will be available to the City and will also provide technical assistance as the NPDES program develops. Summary reports on proposed changes and modifications to the stormwater program will be prepared for City review and comment. Any action items required by the City as a result of program updates will be conveyed via email or phone call.
1.2	Assess program compliance and recommend actions. Assist with the development and implementation of the City's Program. Assist in preparing new program documents.
	Programs assessed under program compliance include provisions related to Monitoring and Reporting, Minimum Control Measures, Watershed Management, and TMDLs. Our approach is to provide the assessment and recommendations in platforms preferred by City staff, to include written reports, presentations, trainings and meetings. Over the years we have modified many of our template NPDES program documents in order to make them more efficient and useful. We can modify our existing form for City use, or we can develop a new form at the request of the City.
1.3	Assist with TMDL compliance planning and implementation. Assist with the Trash TMDL DGR Study. Assist with the Statewide Trash Provisions.
	We provide this service to over 30 clients in LA County. Our procedures for the TMDLs may include assisting in identifying and funding infrastructure projects, assisting with requests for Time Schedule Orders (TSOs) and TMDL extensions, supporting scientific studies, and coordinating activities with local Permittees, the LA Water Board, and other stakeholders. We will conduct the field DGR Study, which includes collecting anthropogenic litter greater than ¼ inch along representative streets within the City over a 30-day period. The study routes will be based on the City's last DGR Study. The field study will cover one month of street sweeping and require five collection events within distinct land use areas. We will weigh and sort trash at a secure City facility/location. We will prepare an estimate of the amount of anthropogenic litter greater than ¼ inch generated daily based upon litter collected and the City's street sweeping/cleaning schedule. Note that in 2021, the City demonstrated 99% compliance resulting in a reduction of the DGR Study to every five years. A Trash TMDL study will be required in 2026.
1.4	Assist with the preparation of NPDES and TMDL compliance reports.

Table 4. Task 1: Program Administration, Compliance Planning, and Reporting

Task	Description
	We will develop Annual Report information request forms and provide them to applicable City staff. We will review the completed forms with City staff and incorporate comments into a Draft Annual Report. Based on available data we will prepare responses to program status and assessment elements of the Draft Annual Report. We will also prepare the MS4 NPDES Permit's Trash TMDL compliance reporting form. We will submit the Individual Annual Report and Trash TMDL Report prior to the final December 15th deadline. Meeting the deadline is dependent upon receiving timely responses from the City. Although we will endeavor to prepare Annual Reports that comply with the requirements of the LA Water Board, their assessment of the Reports in terms of MS4 NPDES Permit compliance depends on the information provided by the City. Note that the 2021 MS4 Permit requires semi-annual reporting due June 15th and December 15th. We will assist in incorporating volumetric management results into WRAMPS2.org and interpreting monitoring results reported by the watershed group consultant teams. We will submit the semi-annual WMP Progress Reports with sufficient time for review by the WMG prior to the submission deadlines.
1.5	Maintain an accessible online database of program records.
	We will store records of all programs provided under the scope of work on an electronic database accessible to the City online. We will also update and maintain a website of key program records to facilitate easy access by City staff for annual reporting and program audits.
1.6	Assist with as-needed Municipal NPDES services not listed in this scope
	As-needed: We understand tasks may include assistance with municipal NPDES activities beyond the MS4 Permit, such as the IGP, CGP, or drinking water system releases NPDES Permits.

Table 5. Task 2: Program Funding

Task	Description
2.1	Prepare SCWP Annual Plan and Annual Reports.
	Our approach is to request Annual Plan and Annual Expenditure Report information from City staff. We will review the responses with City staff and incorporate comments into a Draft Annual Plan and Draft Annual Expenditure Report. We will update the SCWP Reporting Module database and based on available data we will prepare responses to program status and assessment elements of the Draft Annual Plan and Annual Expenditure Report. We will submit the Annual Plan and Annual Expenditure Report prior to the final deadline due April 1st and December 31st, respectively.
2.2	As needed: Provide updates on the SCWP and other NPDES funding programs, represent the City in funding meetings and correspondence, prepare SCWP and grant applications and assist in administration, and develop and administer fees, budgets, and cost share agreements.
	As-needed: We regularly assist cities and watershed groups with stormwater funding, including identifying projects and assisting with applications for SCWP, Prop 1, Prop 68, Prop 84, and OCTA M2. Our approach is to attend applicable grant and other funding meetings and workshops, and inform the City of funding opportunities related to NPDES. We will prepare draft documents with sufficient time for city review and comment prior to final submittal. Final submittal will meet the applicable grant submittal deadlines. We anticipate that the not-to-exceed total provided for the scope of work will be sufficient for our assistance with the submittal of multiple projects for SCW Program funding, or grant applications. We are available to assist in administering grant agreements, including compliance with grant requirements, preparation, and submission of supporting grant documents and coordination. Our approach to developing and administering fees, budgets, and cost share agreements is to review the existing NPDES fee structure, recommend updates for review by the City, and assist in the development

Table 5. Task 2: Program Funding

Task	Description
	and administration of fees. The City also participates in a cost-share agreement for select MS4 NPDES Permit implementation services with the LLAR WMG. We can assist in reviewing cost-share agreements.

Table 6. Task 3: Control Programs

Task	Description
3.1	Project implementation. As needed assistance in implementing NPDES capital projects and programs.
	As-needed: Most activities in this program are typically conducted by in-house city staff, or other city contractors, such as street sweeping, catch basin cleaning, and pesticide and fertilizer application. We are available to ensure these activities are up-to-date and continue to remain in compliance with the MS4 Permit.
3.2	Planning and Land Development. As needed assistance in implementing the requirements of the Municipal NPDES Permit Planning and Land Development Program.
	As-needed: We are available to review LID plans and related documents. Our approach is to verify conformance with MS4 Permit Part VIII.F and the municipality's NPDES Permit criteria. This includes providing correction sheets to indicate corrections required to achieve conformance, meeting and corresponding with project applicants and engineers, and approving plans. Standard turn-around time for review is two weeks. We are also available to conduct post-construction BMP verification and maintenance inspections. BMP verification and maintenance inspections will include verifying the proper construction and installation of BMPs, and proper operation and maintenance of BMPs, respectively. We will be available to conduct inspections upon receiving notice from the city to inspect and availability of records and plans. Follow-up activities will be conducted at non-compliant projects. This includes activities related to the detection of BMPs that are improperly constructed, installed, or maintained. This will also include follow-up inspections, corresponding with the LID BMP owner/operator, and issuing enforcement actions. Existing LID sites will also be notified of maintenance requirements via notification letters and correspondence with owners and operators of LID BMPs as-needed. We will update LID BMP records upon receiving and availability of records and plans from the City.
3.3	Construction. As needed assistance in implementing the requirements of the Municipal NPDES Permit Construction Program.
	As-needed: We are available to inspect sites for proper BMP implementation. Inspections follow the standard operating procedures listed in the MS4 Permit, which includes: 1) determining the construction site's impact on stormwater quality through proper BMP implementation and illicit discharge elimination, 2) determining the need for corrective actions and setting up a follow-up inspection date within 4 weeks, and 3) completing an inspection form. Staff will correspond with site operators and schedule inspections as-needed, discuss corrective actions required, and provide program education as needed. For egregious or repeated cases of noncompliance, enforcement notices will be prepared following the city ordinances and NPDES Permit's progressive enforcement requirements. If noncompliance persists, we will work with City enforcement staff to resolve the issue
3.4	Industrial/Commercial Facilities. Update industrial/commercial facility records using available data sources. Distribute, develop, and purchase educational material. Schedule and conduct BMP inspections, follow-up, and issue enforcement.
	Our approach is to update site records upon receiving and availability of records from the City. We can provide CASQA BMP fact sheets and/or our own BMP handouts that we have developed for certain critical source business sectors. We will conduct MS4 NPDES compliance inspections at approximately 494 industrial and commercial facilities identified by the City. We will inspect facilities for proper BMP implementation. Inspections standard operating procedures includes 1) inspecting facility layout to locate the stormwater drainage path, storage areas, process areas, and heavy equipment wash and maintenance

Table 6. Task 3: Control Programs

Task	Description
	areas, as applicable, 2) determining the facility's impact on stormwater quality through proper BMP implementation and illicit discharge elimination, 3) verifying industrial classification, and 4) determining the need for corrective actions and setting up follow-up dates. For egregious or repeated cases of noncompliance, we will assist in preparing enforcement notices. If noncompliance persists, we can work with City enforcement staff to resolve the issue.
3.5	Public Agency Activities and Training. Develop and provide Municipal NPDES training for applicable city staff. Update records for inventoried city facilities with available information. As needed, inspect BMPs at City facilities and assist in selecting BMPs.
	Our training approach is to: 1) Conduct the training at times suitable to City staff. 2) Provide knowledgeable personnel with training. 3) Extract essential elements of the following compliance programs. 4) Place emphasis on the internal staff process and individual job responsibilities. 5) Hold Q&A with City staff. 6) Provide slide presentations, key program forms, templates, and documentation. The deliverables under this scope of services will include access to an online training portal that will permanently store all presentations and related training documentation. We can provide can additional in-depth staff training (beyond the one-hour standard training scope) on any component of the MS4 NPDES program. We will also update city facility records upon receiving and availability of records. We are available to inspect BMPs at City facilities following the approach described for Task 3.4, and assist in selecting BMPs.
3.6	Illicit Discharge Investigations. As needed assistance in implementing the requirements of the Municipal NPDES Permit Illicit Discharge Detection and Elimination Program.
	As-needed: Complaints received or violations observed will be investigated within the timeframes provided in the MS4 Permit. Within normal working hours, inspection staff will be available to respond to complaints within two hours. Our approach is to conduct field investigations, correspond with responsible parties and complainants, discuss corrective actions required, provide program education as-needed, and prepare reports. Enforcement actions will be undertaken following procedures provided in the MS4 Permit. We will conduct follow-up investigations to verify elimination of illicit discharges. For egregious or repeated cases of noncompliance, enforcement notices will be prepared following city ordinances and the MS4 Permit requirements. Notices will be sent out only after City approval. If noncompliance persists, we will work with City enforcement staff to resolve the issue.
3.7	Public Information and Participation. Update records for public outreach activities. Assist as needed with community events to promote pollution prevention, providing and distributing educational materials, and updating and developing materials and content.
	Our approach is to provide this service following the approach described for Task 1.5. We will update public outreach activity records upon receiving and availability of records. As needed: We are available to look for opportunities to participate and promote at city community events. We can attend the chosen event(s) and educate the public in stormwater pollution through discussion, demonstrations, and material distribution. c Provide and distribute educational materials. We provide educational material services to over 25 clients in LA County. Through this work we prepared multi-lingual press releases, materials, and content that address the pollution prevention topics listed in the MS4 Permit. We have developed and can develop materials in multiple languages, including Spanish and Chinese. We can also provide updates to the City's website, addressing new topics as needed such as 2021 MS4 Permit requirements and SCWP reporting and public participation. Additional types of materials and content provided upon request include but are not limited to brochures, posters, articles, social media posts, websites, children's booklets, and labeled tote bags and doggy bag dispensers. We can modify our existing materials for City distribution, or we can develop new materials at the request of the City. We can also provide and distribute educational materials to commercial points of purchase (POP). POP locations include automotive, home improvement, gardening, and pet/feed stores locations. We can visit select

Table 6. Task 3: Control Programs

Task	Description
	stores and provide brochures specific to these industries to be displayed for distribution. The program would be implemented once per reporting year.

Table 7. Task 4: Monitoring Program

Task	Description
4.1	Project management and coordination. Conduct planning, preparation, and scheduling required for the City's NPDES Integrated Monitoring Program (monitoring and reporting services).
	NV5 will conduct the planning, preparation, and subcontractor scheduling required for the City's NPDES Integrated Monitoring Program (monitoring and reporting services). This task will include coordination with JLHA and the City as-needed, and attendance at up to one (1) kickoff meeting and one (1) mid-term project meeting. This task will also be used to provide project updates, communications, and project invoicing.
4.2	Coordination, permitting, access agreements with LADPW, and Updates to SAP/HASP. Update necessary encroachment permits with Los Angeles County Flood Control (LACFD) for one (1) receiving water site in Compton Creek (R1) and three (3) MS4 Outfall sites in the City's jurisdiction (FS1, FS2, and FS6). Additionally, a Letter of No Objection (LNO) or no fee Section 408 Permit will be obtained from the Army Corps of Engineers (ACOE) for access to Outfall FS1.
	NV5 will obtain for/update the necessary encroachment permits with Los Angeles County Flood Control (LACFD) for one (1) receiving water site in Compton Creek (R1) and three (3) MS4 Outfall sites in the City's jurisdiction (FS1, FS2, and FS6). Additionally, a Letter of No Objection (LNO) or no fee Section 408 Permit will be obtained from the Army Corps of Engineers (ACOE) for access to Outfall FS1. Other permits, though not anticipated, will be obtained from other jurisdictions as-needed (e.g., Railway right of ways or Caltrans). This task also includes any necessary updates to the site-specific health and safety plan (HASP) and Sampling and Analysis Plan (SAP), which will be implemented during all proposed field activities. The SAP will define the analyte lists to be used for each Monitoring Season based on the annual report assessments and to meet the Los Angeles Phase I MS4 Permit requirements.
4.3	Equipment Installation, Maintenance, and Laboratory Coordination. Procure equipment, obtain sample supplies, and coordinate with laboratories to ensure analytical procedures are well defined. Equipment will be installed and will include confined space entry as-needed. Flow meters, sample stainers, and sample tubing will be installed and maintained throughout the monitoring season.
	NV5 will procure equipment, obtain sample supplies, and coordinate with laboratories to ensure analytical procedures are well defined. Equipment will be installed and will include confined space entry as-needed. Flow meters, sample strainers, and sample tubing will be installed and maintained throughout the monitoring season. Site surveys (width, depth, roughness, and slope) will be performed at each location to define the flow meter parameter entries for ensuring accurate flow measurements. Autosamplers will be programmed accordingly for the sample pacing to ensure representative sample collection. All sampling equipment will be decontaminated prior to each sample event and stored in clean bagged enclosures prior to use.
4.4a	Receiving Water Wet Weather Monitoring (3 Events x 1 site). Perform wet weather monitoring at one (1) receiving water site (R1) in Compton Creek during three monitoring events. Target sampling the first significant rain event of the 2023-2024 wet season with a predicted rainfall of at least 0.25 inch at a 70 percent probability of rainfall at the National Weather Service (NWS) Rain Gauge Station (CMGC1) at Compton Creek (33.88/-118.22) at least 24 hours prior to the event start time will be targeted. Two subsequent storm events that forecast sufficient rainfall and runoff to meet program objectives and site-specific study needs will also be targeted. Sample events will be planned to be conducted (when possible, though not required) during similar events as the City of Los Angeles Monitoring Program for data comparability with the Dominguez Channel and Los Angeles River Monitoring Programs. Sampling events will be preceded by a minimum of three days of dry weather (less than 0.1 inch of rain each day) at NWS

Table 7. Task 4: Monitoring Program

Task	Description
	CMGC1 prior to the forecasted event. Receiving water monitoring will begin as soon as possible after storm water outfall-based monitoring in order to be reflective of potential impacts from MS4 discharges. Monitoring will include sample collection of a single grab sample using an autosampler pump and temporary tubing extended into the channel flow during or near the peak flow of the event (>20% of base-flow conditions and during obvious storm flow influences). The R1 Monitoring Site is not amenable for installing a permanent station due to a soft channel bottom that is periodically maintained by LACFD. Samples will be collected and submitted to the laboratory under chain of custody and will be analyzed for the parameters listed in the Baseline Monitoring and Reporting Plan and as specified in the Analytical Cost Schedule. Sample collection will include one duplicate and one blank sample per monitoring year for quality assurance procedures to represent the overall program. Aquatic toxicity will be monitored twice per year during the first and second sample events using the test species H. Azteca which was determined to be the most sensitive test species during screening in accordance with section IX.H.3 of the 2021 Permit. Additional sample will be collected during same two sample events for Toxicity Identification Evaluations (TIEs) in the event the toxicity is observed that triggers the TIE threshold in the toxicity test sample (i.e., ≥ 50% effect) (total of two TIEs per wet season). This assumes that a TIE will be initiated and assumes it will be conclusive to indicate which pollutant class is likely causing toxicity and will be supported by chemistry data assessment.
	NV5 will perform wet weather monitoring at one (1) receiving water site (R1) in Compton Creek during three monitoring events. NV5 will target sampling the first significant rain event of the 2023-2024 wet season with a predicted rainfall of at least 0.25 inch at a 70 percent probability of rainfall at the National Weather Service (NWS) Rain Gauge Station (CMGC1) at Compton Creek (33.88/-118.22) at least 24 hours prior to the event start time will be targeted. Two subsequent storm events that forecast sufficient rainfall and runoff to meet program objectives and site-specific study needs will also be targeted. Sample events will be planned to be conducted (when possible, though not required) during similar events as the City of Los Angeles Monitoring Program for data comparability with the Dominguez Channel and Los Angeles River Monitoring Programs. Sampling events will be preceded by a minimum of three days of dry weather (less than 0.1 inch of rain each day) at NWS CMGC1 prior to the forecasted event. Receiving water monitoring will begin as soon as possible after storm water outfall-based monitoring in order to be reflective of potential impacts from MS4 discharges. Monitoring will include sample collection of a single grab sample using an autosampler pump and temporary tubing extended into the channel flow during or near the peak flow of the event (>20% of base-flow conditions and during obvious storm flow influences). The R1 Monitoring Site is not amenable for installing a permanent station due to a soft channel bottom that is periodically maintained by LACFD. Samples will be collected and submitted to the laboratory under chain of custody and will be analyzed for the parameters listed in the Baseline Monitoring and Reporting Plan and as specified in the Analytical Cost Schedule. Sample collection will include one duplicate and one blank sample per monitoring year for quality assurance quality control (QA/QC) procedures to represent the overall program. Aquatic toxicity will be monitored twice per year during the first and second sample events using the test species H. azteca which was determined to be the most sensitive test species during screening in accordance with section IX.H.3 of the 2021 Los Angeles Region MS4 Permit. Additional sample volume will be collected during same two sample events for Toxicity Identification Evaluations (TIEs) in the event the toxicity is observed that triggers the TIE threshold in the toxicity test sample (i.e., ≥ 50% effect) (total of two TIEs per wet season). This assumes that a TIE will be initiated and assumes it will be conclusive to indicate which pollutant class is likely causing toxicity and will be supported by chemistry data assessment. NV5 has not included contingency for false starts of storms that do not produce the forecasted precipitation for sampling. While not anticipated, additional false starts will be coordinated as-needed through a change order process, if needed.
4.4b	Wet Weather Outfall Monitoring (3 Events x 3 sites). Perform monitoring at three (3) MS4 Outfall sites (FS1, FS2, and FS6) at the same time and following the same mobilization criteria as listed above. Monitoring will include sample collection using either time weighted sampling techniques in accordance with the Permit and SAP. Samples will be collected and submitted to the laboratory under chain of custody

Table 7. Task 4: Monitoring Program

Task	Description
	and will be analyzed for all required parameters listed in the Baseline Monitoring and Reporting Plan, and as specified in the Analytical Cost Schedule. Sample collection will include one duplicate and one blank sample per monitoring year for quality assurance procedures for Hi Resolution Pesticides and PCBs for FS6. The QC duplicate for R1 in Task 4a will be used for FS1 and FS2. Additional sample will be collected at FS1 and FS2 during the second event for Toxicity Identification Evaluations (TIEs) in the event the toxicity is observed that triggers the TIE threshold in the receiving water toxicity test sample (i.e., ≥ 50% effect). Therefore, up to two toxicity tests using the test species H. Azteca would potentially be performed during the second wet event at the Outfalls FS1 and FS2, and one potential TIE has been budgeted in the event significant toxicity was identified at a given sample location.
	NV5 perform monitoring at three (3) MS4 Outfall sites (FS1, FS2, and FS6) at the same time and following the same mobilization criteria as listed above in Task 4.4a. Monitoring will include sample collection using either time weighted sampling techniques in accordance with the Permit and SAP. Samples will be collected and submitted to the laboratory under chain of custody and will be analyzed for all required parameters listed in the Baseline Monitoring and Reporting Plan, and as specified in the Analytical Cost Schedule. Sample collection will include one duplicate and one blank sample per monitoring year for quality assurance procedures for Hi Resolution Pesticides and PCBs for FS6. The QC duplicate for R1 in Task 4.4a will be used for FS1 and FS2 (all in Compton Creek). Additional sample will be collected at FS1 and FS2 during the second event for Toxicity Identification Evaluations (TIEs) in the event the toxicity is observed that triggers the TIE threshold in the receiving water toxicity test sample (i.e., ≥ 50% effect). Therefore, up to two toxicity tests using the test species H. azteca would potentially be performed during the second wet event at the Outfalls FS1 and FS2, and one potential TIE has been budgeted in the event significant toxicity was identified at a given sample location. As per Task 4.4a, false starts for storms that do not produce the forecasted precipitation for sampling will be coordinated as-needed through a change order process, if needed.
4.4c	Receiving Water Dry Weather Monitoring (2 events x 1 site). Perform dry weather monitoring at one (1) receiving water site (R1) in Compton Creek. One event will be conducted during a month with the historically lowest baseflow or during the historically driest month of 2023 in accordance with the Permit (or upon approval of access agreements with LADPW). The other monitoring event will occur in May 2024. Dry weather monitoring will occur when preceded by at least 7 days of dry weather with no measurable precipitation at the National Weather Service Rain Gauge Station (CMGC1) at Compton Creek (33.88/-118.22). Monitoring will include sample collection using either flow weighted or time weighted sampling techniques in accordance with the Permit. Samples will be collected and submitted to the laboratory under chain of custody and will be analyzed for the parameters listed in the Baseline Monitoring and Reporting Plan. Sample collection will include one duplicate and one blank sample per monitoring year for quality assurance procedures. Aquatic toxicity will be monitored once per year, once during the month with the historically lowest flows (August). In accordance with the 2021 Permit, test species sensitivity is required to determine the most sensitive test species for future monitoring. Dry weather monitoring in May 2024 will also include one event for Benthic Macroinvertebrate Bioassessment in accordance with the Southern California Storm Water Monitoring Coalition (SMC) Regional Stream Bioassessment Program. Bioassessment is not recommended during the historically driest period (in August or September) as the SMC Bioassessment Program is aligned for taking representative and comparable samples in the spring or early summer.
	NV5 will perform dry weather monitoring at one (1) receiving water site (R1) in Compton Creek. One event will be conducted during a month with the historically lowest baseflow or during the historically driest month of 2023 in accordance with the Permit (or upon approval of access agreements with LADPW). The second dry monitoring event will occur in May 2024. Dry weather monitoring will occur when preceded by at least 7 days of dry weather with no measurable precipitation at the National Weather Service Rain Gauge Station (CMGC1) at Compton Creek (33.88/-118.22). Monitoring will include sample collection using either flow weighted or time weighted sampling techniques in accordance with the Permit. Samples will be collected and submitted to the laboratory under chain of custody and will be analyzed for the

Table 7. Task 4: Monitoring Program

Task	Description
	parameters listed in the Baseline Monitoring and Reporting Plan. Sample collection will include one duplicate and one blank sample per monitoring year for quality assurance procedures. Aquatic toxicity will be monitored once per year, once during the month with the historically lowest flows (August). In accordance with the 2021 Permit, test species sensitivity is required to determine the most sensitive test species for future monitoring. NV5 conducted the screening for both dry and wet weather during 2022 and determined H.azteca to be the most sensitive wet weather species. H.azteca is proposed to be used as the test species for dry weather. Toxicity has not been observed at Site R1 during dry weather since 2019. However, to meet the Permit's requirements budget has been included for collection and analysis of one TIE to be performed for the receiving water site R1 for one dry weather event in the event that significant toxicity is observed. Dry weather monitoring in May 2024 will also include one event for Benthic Macroinvertebrate Bioassessment in accordance with the Southern California Storm Water Monitoring Coalition (SMC) Regional Stream Bioassessment Program. Bioassessment is not recommended during the historically driest period (in August or September) as the SMC Bioassessment Program is aligned for taking representative and comparable samples in the spring or early summer.
4.5	Analytical Data QA/QC, Date Tables, and CEDEN Formatting and Uploads. Review and finalize all flow data, prepare flow volume calculations, flow hydrographs and other appropriate information necessary for assessment. Once the data has been appropriately reviewed using quality assurance/quality control (QA/QC) procedures, event flow hydrographs from each wet weather sampling event and wet weather season hydrographs will be provided in both Excel and Adobe Acrobat format. Event rainfall summaries from each wet weather sampling event and wet weather season rainfall summaries will be provided in both Excel and Adobe Acrobat format. Analytical data records (bookmarked PDF and EDD formats) will be generated by the laboratories and submitted upon completion. Review, finalize, format, and submit all field and analytical data. Data verification will include a review for completeness and accuracy, review for outliers and omissions, and the use of performance criteria to identify laboratory quality control sample outliers. Data validation consists of accepting, rejecting, or applying qualifiers to data based on the QAPP, analytical method criteria, and professional judgment. Once the data has been appropriately reviewed and QA/QC performed, the results will be tabulated and reviewed for accuracy and completeness. Any qualified or missing results will be explained and noted. Include the data from the required TMDL stations S10 and DOM-RW-DCE01 (via cost sharing agreements with the watershed groups). Sample results and tables will be coordinated with City. Following approval, the results will be sent electronically per the Regional Board's paperless office guidelines to losangeles@waterboards.ca.gov. The results will highlight exceedances of applicable WQBELs, receiving water limitations, action levels, or aquatic toxicity thresholds and include basic information regarding sampling dates, locations, or other pertinent documentation. Results will be transmitted using SMC Standardized Data Transfer Formats (SDTFs), which is equivalent to the California Data Exchange Network (CEDEN) format. The results will be provided to the Regional Board and uploaded directly to the CEDEN database. In accordance with the 2021 Permit, results collected between January 1 through June 30 will be provided submitted by December 15 and results collected between July 1 through December 31 of the prior year will be submitted by June 15.
	NV5 will review and finalize all flow data, prepare flow volume calculations, flow hydrographs and other appropriate information necessary for assessment. Once the data has been appropriately reviewed using quality assurance/quality control (QA/QC) procedures, event flow hydrographs from each wet weather sampling event and wet weather season hydrographs will be provided in both Excel and Adobe Acrobat format. Event rainfall summaries from each wet weather sampling event and wet weather season rainfall summaries will be provided in both Excel and Adobe Acrobat format. Analytical data records (bookmarked PDF and EDD formats) will be generated by the laboratories and submitted upon completion. NV5 will review, finalize, format, and submit all field and analytical data. Data verification will include a review for completeness and accuracy, review for outliers and omissions, and the use of performance criteria to identify laboratory quality control sample outliers. Data validation consists of accepting, rejecting, or applying qualifiers to data based on the QAPP, analytical method criteria, and professional judgment. Once the data has been appropriately reviewed and QA/QC performed, the results will be tabulated and

Table 7. Task 4: Monitoring Program

Task	Description
	reviewed for accuracy and completeness. Any qualified or missing results will be explained and noted. NV5 will include the data from the required TMDL stations S10 and DOM-RW-DCE01 (via cost sharing agreements with the watershed groups). Sample results and tables will be coordinated with City. Following approval, the results will be sent electronically per the Regional Board's paperless office guidelines to losangeles@waterboards.ca.gov. The results will highlight exceedances of applicable WQBELs, receiving water limitations, action levels, or aquatic toxicity thresholds and include basic information regarding sampling dates, locations, or other pertinent documentation. Results will be transmitted using SMC Standardized Data Transfer Formats (SDTFs), which is equivalent to the California Data Exchange Network (CEDEN) format. The results will be provided to the Regional Board and uploaded directly to the CEDEN database. In accordance with the 2021 Permit, results collected between January 1 through June 30 will be submitted by December 15 and results collected between July 1 through December 31 of the prior year will be submitted by June 15. NV5 will provide sufficient time for JLHA to review and comment on the draft report submittals prior to submitting the data to CEDEN.
4.6	Draft and Final Monitoring Report. Prepare a draft and final annual monitoring report. The draft report will be provided by August 30. The final report will be provided approximately two weeks after review by City. Comments will be addressed, and a final report will be provided via pdf (electronic delivery) by September 30.
	NV5 will prepare a draft and final annual monitoring report. The draft report will be provided by August 30. The final report will be provided approximately two weeks after review by City. Comments will be addressed, and a final report will be provided via pdf (electronic delivery) by September 30.

4. Required Form

This section includes the following completed form:

- Standard Form 254

STANDARD FORM (SF)

254

Architect-Engineer and Related Services Questionnaire

Form Approved
OMB No. 9000-0004

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition and Regulatory Policy, GSA, Washington, D.C. 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0004), Washington, D.C. 20503.

Purpose:
The policy of the Federal Government in acquiring architectural, engineering, and related professional services is to encourage firms lawfully engaged in the practice of those professions to submit annually a statement of qualifications and performance data. Standard Form 254, "Architect-Engineer and Related Services Questionnaire," is provided for that purpose. Interested A-E firms (including new, small, and/or minority firms) should complete and file SF 254's with each Federal agency and with appropriate regional or district offices for which the A-E is Qualified to perform services. The agency head for each proposed project shall evaluate these qualification resumes, together with any other performance data on file or requested by the agency, in relation to the proposed project. The SF 254 may be used as a basis for selecting firms for discussions, or for screening firms preliminary to inviting submission of additional information.

Definitions:
"Architect-Engineer Services" are defined in Part 36 of the Federal Acquisition Regulation.
"Parent Company" is that firm, company, corporation, association or conglomerate which is the major stockholder or highest tier owner of the firm completing this questionnaire, i.e., Firm A is owned by Firm B which is, in turn, a subsidiary of Corporation C. The "parent company" of Firm A is Corporation C.
"Principals" are those individuals in a firm who possess legal responsibility for its management. They may be owners, partners, corporate offices, associates, administrators, etc.
"Discipline" as used in this questionnaire, refers to the primary technological capability of individuals in the responding firm. Possession of an academic degree, professional registration, certification, or extensive experience in a particular field of practice normally reflects an individual's primary technical discipline.
"Joint Venture" is a collaborative undertaking by two or more firms or individuals for which the participants are both jointly and individually responsible.
"Consultant," as used in this questionnaire, is a highly specialized individual or firm having significant input and responsibility for certain aspects of a project and possessing unusual or unique capabilities for assuring success of the finished work.
"Prime" refers to that firm which may be coordinating the concerted and complementary inputs of several firms, individuals or related services to produce a completed study or facility. The "prime" would normally be regarded as having full responsibility and liability for quality of performance by itself as well as by subcontractor professionals under its jurisdiction.
"Branch Office" is a satellite, or subsidiary extension, of a headquarters office of a company, regardless of any differences in name or legal structure of such a branch due to local or state laws. "Branch offices" are normally subject to the management decisions, bookkeeping, and policies of the main office.

Instructions of Filing (Numbers below correspond to numbers contained in form):
1. Type accurate and complete name of submitting firm, its address, and zip code.
   1a. Indicate whether form is being submitted in behalf of a parent firm or a branch office. (Branch office submissions should list only personnel in, and experience of, that office.)
2. Provide date the firm was established under the name shown in question 1.
3. Show date on which form is prepared. All information submitted shall be current and accurate as of this date.
4. Enter type of ownership, or legal structure, of firm (sole proprietor, partnership, corporation, joint venture, etc.).
   Check appropriate boxes indicating if firm is (a) a small business concern; (b) a small business concern owned and operated by socially and economically disadvantaged individuals; and (c) Woman-owned (See 48 CFR 19.101 and 52.219-9).
5. Branches of subsidiaries of large or parent companies, or conglomerates, should insert name and address of highest-tier owner.
   5a. If present firm is the successor to, or outgrowth of, one or more predecessor firms, show name(s) of former entity(ies) and the year(s) of their original establishment.
6. List not more than two principals from submitting firm who may be contacted by the agency receiving this form. (Different principals may be listed on forms going to another agency.) Listed principals must be empowered to speak for the firm on policy and contractual matters.
7. Beginning with the submitting office, list name, location, total number of personnel, and telephone numbers for all associated or branch offices, (including any headquarters or foreign offices) which provide A-E and related services.
   7a. Show total personnel in all offices. (Should be sum of all personnel, all branches.)
8. Show total number of employees, by discipline, in submitting office. (*If form is being submitted by main or headquarters office, form should list total employees, by discipline, in all offices.) While some personnel may be qualified in several disciplines, each person should be counted only once in accord with his or her primary function. Include clerical personnel as "administrative." Write in any additional disciplines -- sociologists, biologists,etc. -- and number of people in each, in blank spaces.

Experience Profile Code Numbers
for use with questions 10 and 11

001 Acoustics, Noise Abatement
002 Aerial photogrammetry
003 Agricultural Development; Grain Storage: Farm Mechanization
004 Air Pollution Control
005 Airports; Navaids; Airport Lighting: Aircraft Fueling
006 Airports; Terminals & Hangars; Freight Handling
007 Arctic Facilities
008 Auditoriums & Theatres
009 Automation; Controls; Instrumentation
010 Barracks; Dormitories
011 Bridges
012 Cemeteries *(Planning & Relocation)*
013 Chemical Processing & Storage
014 Churches; Chapels
015 Codes; Standards; Ordinances
016 Cold Storage; Refrigeration; Fast Freeze
017 Commercial Building *(low rise)*: Shopping Centers
018 Communication Systems; TV: Microwave
019 Computer Facilities; Computer Service
020 Conservation and Resource Management
021 Construction Management
022 Corrosion Control; Cathodic Protection; Electrolysis
023 Cost Estimating
024 Dams *(Concrete:Arch)*
025 Dams *(Earth; Rock)*; Dikes; Levees
026 Desalinization *(Process & Facilities)*
027 Dining Halls: Clubs; Restaurants
028 Ecological & Archeological Investigations
029 Educational Facilities; Classrooms
030 Electronics
031 Elevators; Escalators; People-Movers
032 Energy Conservation; New Energy Sources
033 Environmental Impact Studies, Assessments or Statements
034 Fallout Shelters; Blast-Resistant Design
035 Field Houses; Gyms; Stadiums
036 Fire Protection
037 Fisheries; Fish Ladders
038 Forestry & Forest Products
039 Garages: Vehicle Maintenance Facilities Parking Decks
040 Gas Systems *(Propane; Natural, Etc.)*
041 Graphic Design
042 Harbors; Jetties; Piers, Ship Terminal Facilities
043 Heating; Ventilating; Air Conditioning
044 Health Systems Planning
045 Highrise; Air-Rights-Type Buildings
046 Highways; Streets; Airfield Paving Parking Lots
047 Historical Preservation
048 Hospital & Medical Facilities
049 Hotels; Models
050 Housing *(Residential, Multi-Family; Apartments; Condominiums)*
051 Hydraulics & Pneumatics
052 Industrial Buildings; Manufacturing Plants
053 Industrial Processes; Quality Control
054 Industrial Waste Treatment
055 Interior Design; Space Planning
056 Irrigation; Drainage
057 Judicial and Courtroom facilities
058 Laboratories; Medical Research Facilities
059 Landscape Architecture
060 Libraries; Museums; Galleries
061 Lighting *(Interiors; Display: Theatre, Etc.)*
062 Lighting *(Exteriors; Streets; Memorials; Athletic Fields, Etc.)*
063 Materials handling Systems; Conveyors; Sorters
064 Metallurgy
065 Microclimatology; Tropical Engineering
066 Military Design Standards
067 Mining & Mineralogy
068 Missile Facilities *(Silos; Fuels; Transport)*
069 Modular Systems Design; Pre-Fabricated Structures or Components
070 Naval Architecture; Off-Shore Platforms
071 Nuclear Facilities; Nuclear Shielding
072 Office Building; Industrial Parks
073 Oceanographic Engineering
074 Ordnance; Munitions; Special Weapons
075 Petroleum Exploration; Refining
076 Petroleum and Fuel *(Storage and Distribution)*
077 Pipelines *(Cross-Country - Liquid & Gas)*
078 Planning *(Community, Regional Areawide and State)*
079 Planning *(Site, Installation, and Project)*
080 Plumbing & Piping Design
081 Pneumatic Structures, Air-Support Buildings
082 Postal Facilities
083 Power Generation, Transmission. Distribution
084 Prisons & Correctional Facilities
085 Product, Machine & Equipment Design
086 Radar; Sonar; Radio & Radar Telescopes
087 Railroad; Rapid Transit
088 Recreation Facilities *(Parks, Marinas, Etc.)*
089 Rehabilitation *(Buildings; Structures; Facilities)*
090 Resource Recover; Recycling
091 Radio Frequency Systems &Shieldings
092 Rivers; Canals; Waterways; Flood Control
093 Safety Engineering; Accident Studies; OSHA Studies
094 Security Systems; Intruder & Smoke Detection
095 Seismic Designs & Studies
096 Sewage Collection, Treatment and Disposal
097 Soils & Geologic Studies; Foundations
098 Solar Energy Utilization
099 Solid Wastes; Incineration; Land Fill
100 Special Environments; Clean Rooms, Etc.
101 Structural Design; Special Structures
102 Surveying:; Platting; Mapping; Flood Plain Studies
103 Swimming Pools
104 Storm Water Handling & Facilities
105 Telephone Systems *(Rural; Mobile: Intercom, Etc.)*
106 Testing Inspection Services
107 Traffic & Transportation Engineering
108 Towers *(Self-Supporting & Guyed Systems)*
109 Tunnels & Subways
110 Urban Renewals; Community Development
111 Utilities *(Gas & Steam)*
112 Value Analysis; Life-Cycle Costing
113 Warehouses & Deports
114 Water Resources; Hydrology; Ground Water
115 Water Supply; Treatment and Distribution
116 Wind Tunnels; Research/Testing Facilities Design
117 Zoning; Land Use Studies
201 Water quality/conservation & recycling
202 _____
203 _____
204 _____
205 _____

STANDARD FORM (SF)

254

Architect-Engineer and Related Services Questionnaire

1. Firm Name/Business Address:

John L. Hunter and Associates
6131 Orangethorpe Ave Suite 300
Buena Park, CA 90620

1a. Submittal is for ☑ Parent Company ☐ Branch or Subsidiary Office

2. Year Present Firm Established: **1985**

3. Date Prepared: **6/29/2023**

4. Specify type of ownership and check below, if applicable.

- ☐ A. Small Business
- ☐ B. Small Disadvantaged Business
- ☐ C. Woman-owned Business

5. Name of Parent Company, if any:

N/A

5a. Former Parent Company Name(s), if any, and Year(s) Established:

N/A

6. Names of not more than Two Principals to Contact: Title/Telephone

1) **John Hunter, 562.802.7880**
2) **Cameron McCullough, 562.726.4259**

7. Present Offices: City / State / Telephone / No. Personnel Each Office

7a. Total Personnel: **24**

Buena Park, CA, 562.802.7880, 24

8. Personnel by Discipline: (List each person only once, by primary function.)

1 Administrative	Electrical Engineers	Oceanographers	**21**	**Env. regulatory professionals**
Architects	Estimators	Planners: Urban/Regional		
Chemical Engineers	Geologist	Sanitary Engineers		
2 Civil Engineers	Hydrologists	Soils Engineers		
Construction Inspectors	Interior Designers	Specification Writers		
Draftsmen	Landscape Architects	Structural Engineers		
Ecologists	Mechanical Engineers	Surveyors		
Economists	Mining Engineers	Transportation Engineers		

9. Summary of Professional Services Fees Received: (Insert index number)

Last 5 Years (most recent year first)

	19 **18**	19 **19**	19 **20**	19 **21**	19 **22**
Direct Federal contract work, including overseas					
All other domestic work	**6**	**6**	**6**	**6**	**6**
All other foreign work*					

*Firms interested in foreign work, but without such experience, check here: ☐

Ranges of Professional Services Fees
INDEX
1. Less than $100,000
2. $100,000 to $250.000
3. $250,000 to 500,000
4. $500,000 to $1 million
5. $1 million to $2 million
6. $2 million to $5 million
7. $5 million to $10 million
8. $10 million or greater

Profile of Firm's Project Experience, Last 5 Years

Profile	Number of	Total Gross Fees (in thousands)	Profile Code	Number of Projects	Total Gross Fees (in thousands)	Profile Code	Number of Projects	Total Gross Fees (in thousands)
1) **201**	**350**	**20,000**	11)			21)		
2)			12)			22)		
3)			13)			23)		
4)			14)			24)		
5)			15)			25)		
6)			16)			26)		
7)			17)			27)		
8)			18)			28)		
9)			19)			29)		
10)			20)			30)		

11. Project examples, Last 5 Years

Profile Code	"P," "C," "JV," or "IE"	Project Name and Location	Owner Name and Address	Cost of Work (in thousands)	Completion Date (Actual
201	**C**	1 **Municipal and Watershed NPDES Professional Services, City of Long Beach, CA**	**City of Long Beach Melissa You, Stormwater Compliance Officer 411 W Ocean Blvd, Long Beach, CA 90802**	**$864,000 per year, $4,320,000 over 5 years**	**2015 - Present (ongoing)**
201	**C**	2 **Municipal NPDES Professional Services, City of South Gate, CA**	**City of South Gate Gladis Deras, Senior Engineer 8650 California Ave, South Gate, CA 90280**	**$111,385 per year, $556,925 over 5 years**	**1992 - Present (ongoing)**
201	**C**	3 **Municipal NPDES Professional Services, City of Paramount**	**City of Paramount Adriana Figueroa, Public Works Director 15300 Downey Ave, Paramount, CA 90723**	**$63,040 per year, $315,200 over 5 years**	**2015 - Present (ongoing)**
		4			
		5			
		6			
		7			

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM

JLHA
MUNICIPAL CONTRACTOR

NV5

FEE PROPOSAL
2023.06.29

Prepared for: John D. Strickland, Jr. Project Manager
City of Compton Public Works Engineering Department
205 South Willowbrook Avenue
Compton, CA 90220

Prepared by: **John L. Hunter & Associates**
6131 Orangethorpe Ave #300
Buena Park, CA 90620

Michelle Staffield, P.E.
Project Manager
mstaffield@jlha.net 562.802.4890

Cameron McCullough
Technical Lead
cmccullough@jlha.net 562.726.4259

1. Fee Proposal

1.1. JLHA Rate Schedule

Principal	$220 / hour
Director	$195 / hour
Program Manager	$195 / hour
Staff Engineer	$195 / hour
Project Manager	$185 / hour
Assistant Project Manager	$165 / hour
Project Engineer	$165 / hour
Senior Compliance Specialist	$145 / hour
Compliance Specialist II	$135 / hour
Project Analyst II	$135 / hour
Compliance Specialist I	$125 / hour
Project Analyst I	$125 / hour
Administrative Assistant, Laborer	$85 / hour
State Certified Laboratory Analysis	Cost + 5%
Legal Consultation, Court Appearances/Document review, etc.	$290 / hour
Subcontracted equipment	Cost + 5%

Fee Schedule effective as of April 25, 2023

JLHA does not add charges for overhead items such as administrative copying or mileage in and around the city.

1.2. NV5 Rate Schedule

Senior Principal	$245 / hour
Principal	$235 / hour
Senior III	$225 / hour
Senior II	$215 / hour
Senior I	$210 / hour
Staff III	$180 / hour
Staff II	$170 / hour
Staff I	$160 / hour
Associate III	$150 / hour
Associate II	$140 / hour
Associate I	$135 / hour
Specialist III	$115 / hour
Specialist II	$110 / hour
Specialist I	$95 / hour
Financial Analyst II	$85 / hour
Administrative I	$75 / hour

1.3. Estimated Not-to-Exceed Fee Proposal

The annual not-to-exceed costs for the professional services are included in the following pages. Work will be on a time and materials basis. If changes in our initial scope estimates result in a potential exceedance of the total estimated cost, we will inform the City as soon as possible. We will not exceed this cost without City authorization.

NV5's cost breakdown for Task 4 services is included in Attachment A.

Estimated Not-to-Exceed-Costs [1]

Task name	Year 1		Year 2		Year 3		Year 4[2]		Year 5[2]	
	Cost	Totals	Cost	Totals	Cost	Totals	Cost	Totals	Cost	Totals
1: Program Administration, Compliance Planning, and Reporting		$ 38,370.00		$ 38,370.00		$ 48,370.00		$ 39,521.10		$ 40,706.73
1.1 Provide project and program status updates	$ 12,840.00		$ 12,840.00		$ 12,840.00		$ 13,225.20		$ 13,621.96	
1.2 Assess program compliance and recommend actions	$ 12,840.00		$ 12,840.00		$ 12,840.00		$ 13,225.20		$ 13,621.96	
1.3 Assist with TMDL compliance planning and implementation[3]	$ 2,640.00		$ 2,640.00		$ 12,640.00		$ 2,719.20		$ 2,800.78	
1.4 Assist with the preparation of NPDES and TMDL compliance reports	$ 8,550.00		$ 8,550.00		$ 8,550.00		$ 8,806.50		$ 9,070.70	
1.5 Maintain an accessible online database of program records	$ 1,500.00		$ 1,500.00		$ 1,500.00		$ 1,545.00		$ 1,591.35	
1.6 Assist with Municipal NPDES services not listed in this scope (As-needed)	$ -		$ -		$ -		$ -		$ -	
2. Program Funding		$ 5,190.00		$ 5,190.00		$ 5,190.00		$ 5,345.70		$ 5,506.07
2.1 Prepare SCWP Annual Plan and Annual Reports	$ 4,080.00		$ 4,080.00		$ 4,080.00		$ 4,202.40		$ 4,328.47	
2.2 Provide updates on the SCWP and other NPDES funding programs (As-needed)	$ 1,110.00		$ 1,110.00		$ 1,110.00		$ 1,143.30		$ 1,177.60	
3. Control Programs		$ 69,781.25		$ 69,781.25		$ 69,781.25		$ 71,874.69		$ 74,030.93
3.1 Project implementation (As-needed)	$ 6,343.75		$ 6,343.75		$ 6,343.75		$ 6,534.06		$ 6,730.08	
3.2 Planning and Land Development (As-needed)	$ 1,320.00		$ 1,320.00		$ 1,320.00		$ 1,359.60		$ 1,400.39	
3.3 Construction (As-needed: assume 13 projects, 52 site visits, 16 follow-ups, and 8 enforcement actions)	$ 10,260.00		$ 10,260.00		$ 10,260.00		$ 10,567.80		$ 10,884.83	
3.4 Industrial/Commercial Facilities (Assume 494 facilities, 247 routine, 49 follow-ups, 25 enforcement actions)	$ 40,137.50		$ 40,137.50		$ 40,137.50		$ 41,341.63		$ 42,581.87	
3.5 Public Agency Activities and Training	$ 2,720.00		$ 2,720.00		$ 2,720.00		$ 2,801.60		$ 2,885.65	
3.6 Illicit Discharge Investigations (As-needed)	$ 4,000.00		$ 4,000.00		$ 4,000.00		$ 4,120.00		$ 4,243.60	
3.7 Public Information and Participation	$ 5,000.00		$ 5,000.00		$ 5,000.00		$ 5,150.00		$ 5,304.50	
4. Monitoring Program (NV5)		$ 278,742.31		$ 278,742.31		$ 278,742.31		$ 287,104.57		$ 295,717.71
4.1 Project management and coordination	$ 13,050.00		$ 13,050.00		$ 13,050.00		$ 13,441.50		$ 13,844.75	
4.2 Coordination, Permitting, Access Agreements for LADPW, Update SAP/HASP	$ 14,023.35		$ 14,023.35		$ 14,023.35		$ 14,444.05		$ 14,877.37	
4.3 Equipment, Installation, and Maintenance, Lab Coordination	$ 34,163.15		$ 34,163.15		$ 34,163.15		$ 35,188.04		$ 36,243.69	
4.4a RW Wet Weather Monitoring (3 Events x 1 sites)	$ 34,455.92		$ 34,455.92		$ 34,455.92		$ 35,489.60		$ 36,554.29	
4.4b Wet Weather Outfall Monitoring (3 Events x 3 sites)	$ 103,172.10		$ 103,172.10		$ 103,172.10		$ 106,267.26		$ 109,455.28	
4.4c RW Dry Weather Monitoring (2 Events x 1 sites)	$ 40,887.78		$ 40,887.78		$ 40,887.78		$ 42,114.41		$ 43,377.85	
4.5 Analytical and Flow Data QA/QC, Data Tables, and CEDEN Formatting and Uploads	$ 24,190.00		$ 24,190.00		$ 24,190.00		$ 24,915.70		$ 25,663.17	
4.6 Draft and Final Monitoring Report	$ 14,800.00		$ 14,800.00		$ 14,800.00		$ 15,244.00		$ 15,701.32	
Total Not to Exceed		**$ 392,083.56**		**$ 392,083.56**		**$ 402,083.56**		**$ 403,846.06**		**$ 415,961.44**

Grand Total for Three Years: **$1,186,250.68**

[1] Costs are subject to 3% consumer price index (CPI) increases in subsequent years.

[2] If extended.

[3] A Trash TMDL study will be required in 2026 (Year 3).

Estimated Not-to-Exceed-Costs Summary

Three-Year Period Base Service Amount Per Year		
Year 1	$	392,083.56
Year 2	$	392,083.56
Year 3	$	402,083.56
Total (3 years)	$	1,186,250.68
Two (2) One-Year Optional Service Amount Per Year		
Year 4	$	403,846.06
Year 5	$	415,961.44
Total (2 optional years only)	$	819,807.49
Five-Year Period + Optional Service Amount		
Grand Total (5 years)	$	2,006,058.17

Attachment A: NV5 Cost Schedule

TABLE 1. SUMMARY COST SCHEDULE

Compton NPDES Monitoring Tasks	Total Staff Hours	Total Labor Costs	Total Reimbursables (Subcontractors and ODCs)	Total Costs (Year 1, 2, and 3) 2023-2026		Total Costs (Optional Year 4) 2026-2027	Total Costs (Optional Year 5) 2027-2028
Task 4.1 Project Management and Coordination	62	$ 13,050.00	$ -	**$ 13,050.00**		**$ 13,441.50**	**$ 13,844.75**
Task 4.2 Coordination, Permitting, Access Agreements for LADPW, Update SAP/HASP	70	$ 12,210.00	$ 1,813.35	**$ 14,023.35**		**$ 14,444.05**	**$ 14,877.37**
Task 4.3 Equipment, Installation, and Maintenance, Lab Coordination	116	$ 17,150.00	$ 17,013.15	**$ 34,163.15**		**$ 35,188.04**	**$ 36,243.69**
Task 4.4a RW Wet Weather Monitoring (3 Events x 1 sites)	84	$ 13,320.00	$ 21,135.92	**$ 34,455.92**		**$ 35,489.60**	**$ 36,554.29**
Task 4.4b Wet Weather Outfall Monitoring (3 Events x 3 sites)	402	$ 57,900.00	$ 45,272.10	**$ 103,172.10**		**$ 106,267.27**	**$ 109,455.29**
Task 4.4c RW Dry Weather Monitoring (2 Events x 1 sites)	72	$ 10,780.00	$ 30,107.78	**$ 40,887.78**		**$ 42,114.41**	**$ 43,377.84**
Task 4.5 Analytical and Flow Data QA/QC, Data Tables, and CEDEN Formatting and Uploads	134	$ 24,190.00	$ -	**$ 24,190.00**		**$ 24,915.70**	**$ 25,663.17**
Task 4.6 Draft and Final Monitoring Report	76	$ 14,800.00	$ -	**$ 14,800.00**		**$ 15,244.00**	**$ 15,701.32**
Total	**1,016**	**$ 163,400.00**	**$ 115,342.31**	**$ 278,742.31**		**$ 287,104.57**	**$ 295,717.71**

TABLE 2. DETAILED COST SCHEDULE

Compton NPDES Sampling (Year 1-2023-2024)			Task Description																		Total Hours	Total Cost
			Task 4.1 Project Management and Coordination		Task 4.2 Coordination, Permitting, Access Agreements for LADPW, Update SAP/HASP		Task 4.3 Equipment, Installation, and Maintenance, Lab Coordination		Task 4.4a RW Wet Weather Monitoring (3 Events x 1 sites)		Task 4.4b Wet Weather Outfall Monitoring (3 Events x 3 sites)		Task 4.4c RW Dry Weather Monitoring (2 Events x 1 sites)		Task 4.5 Analytical and Flow Data QA/QC, Data Tables, and CEDEN Formatting and Uploads		Task 4.6 Draft and Final Monitoring Report			
NV5 Title		Hourly Rate	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost		
Senior Principal		$ 245.00	2	$ 490.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	2	$ 490.00
Principal		$ 235.00	40	$ 9,400.00	16	$ 3,760.00	12	$ 2,820.00	12	$ 2,820.00	12	$ 2,820.00	12	$ 2,820.00	24	$ 5,640.00	16	$ 3,760.00	144	$ 33,840.00
Senior III		$ 225.00	4	$ 900.00	12	$ 2,700.00	12	$ 2,700.00	12	$ 2,700.00	12	$ 2,700.00	4	$ 900.00	24	$ 5,400.00	24	$ 5,400.00	104	$ 23,400.00
Senior II		$ 215.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$ -
Senior I		$ 210.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$ -
Staff III		$ 180.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$ -
Staff II		$ 170.00	4	$ 680.00	8	$ 1,360.00		$ -		$ -	48	$ 8,160.00		$ -	44	$ 7,480.00	20	$ 3,400.00	124	$ 21,080.00
Staff I		$ 160.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$ -
Associate III		$ 150.00	4	$ 600.00	16	$ 2,400.00		$ -	12	$ 1,800.00	132	$ 19,800.00	20	$ 3,000.00	24	$ 3,600.00		$ -	208	$ 31,200.00
Associate II		$ 140.00		$ -		$ -	42	$ 5,880.00	24	$ 3,360.00	66	$ 9,240.00		$ -		$ -	16	$ 2,240.00	148	$ 20,720.00
Associate I		$ 135.00	6	$ 810.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	6	$ 810.00
Specialist III		$ 115.00		$ -	16	$ 1,840.00	50	$ 5,750.00		$ -	132	$ 15,180.00	20	$ 2,300.00	18	$ 2,070.00		$ -	236	$ 27,140.00
Specialist II		$ 110.00		$ -		$ -		$ -	24	$ 2,640.00		$ -	16	$ 1,760.00		$ -		$ -	40	$ 4,400.00
Specialist I		$ 95.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$ -
Financial Analyst I		$ 85.00	2	$ 170.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	2	$ 170.00
Administrative I		$ 75.00		$ -	2	$ 150.00		$ -		$ -		$ -		$ -		$ -		$ -	2	$ 150.00
	Labor Fee Costs		**62**	**$ 13,050.00**	**70**	**$ 12,210.00**	**116**	**$ 17,150.00**	**84**	**$ 13,320.00**	**402**	**$ 57,900.00**	**72**	**$ 10,780.00**	**134**	**$ 24,190.00**	**76**	**$ 14,800.00**	**1016**	**$ 163,400.00**
Subcontractor and ODCs	**Notes**	**Unit Cost**	**units**	**Cost**	**units**	**Cost**	**units**	**Cost**	**units**	**Cost**	**units**	**Cost**	**units**	**Cost**	**units**	**Cost**	**units**	**Cost**	**units**	**Cost**		**Totals**
Mileage	$0.655/mile	$ 0.66		$ -	200	$ 131.00	600	$ 393.00	500	$ 327.50	720	$ 471.60	413	$ 270.52		$ -		$ -				$ 1,593.62
LADPW Access Permit	$1,596/yr	$ 1,596.00		$ -	1	$ 1,596.00		$ -		$ -		$ -		$ -		$ -		$ -				$ 1,596.00
Confined Space Equipment	$450/day	$ 450.00		$ -		$ -	2	$ 900.00		$ -		$ -		$ -		$ -		$ -				$ 900.00
Field Truck	$100/day	$ 100.00		$ -		$ -	2	$ 200.00		$ -	3	$ 300.00	1	$ 100.00		$ -		$ -				$ 600.00
Security Staff and Vehicle	12 hour shift	$ 700.00		$ -		$ -		$ -		$ -	4.5	$ 3,150.00		$ -		$ -		$ -				$ 3,150.00
Traffic Control Equipment	$50/day	$ 50.00		$ -		$ -	6	$ 300.00		$ -	3	$ 150.00		$ -		$ -		$ -				$ 450.00
Autosampler	$250/event	$ 250.00		$ -		$ -		$ -	3	$ 750.00	9	$ 2,250.00		$ -		$ -		$ -				$ 3,000.00
Flow Meter with sensor	$3290/year	$ 3,290.00		$ -		$ -	4	$ 13,160.00		$ -		$ -		$ -		$ -		$ -				$ 13,160.00
Autosampler Teflon lined tubing	$2/foot	$ 2.00		$ -		$ -	300	$ 600.00	225	$ 450.00		$ -		$ -		$ -		$ -				$ 1,050.00
Installation Materials-RW	$200/site	$ 200.00		$ -		$ -	1	$ 200.00		$ -		$ -		$ -		$ -		$ -				$ 200.00
Installation Materials-Outfalls	$150/site	$ 150.00		$ -		$ -	3	$ 450.00		$ -		$ -		$ -		$ -		$ -				$ 450.00
YSI 6600 Multiparameter Data Sonde	$250/day	$ 250.00		$ -		$ -		$ -	3	$ 750.00	3	$ 750.00	2	$ 500.00		$ -		$ -				$ 2,000.00
Sampler Pole	$35/event	$ 35.00		$ -		$ -		$ -	3	$ 105.00	9	$ 315.00	2	$ 70.00		$ -		$ -				$ 490.00
Ice	$5/bag	$ 5.00		$ -		$ -		$ -	12	$ 60.00	36	$ 180.00	12	$ 60.00		$ -		$ -				$ 300.00
Analytical-RW-Wet (Compton Creek)	per sample	$ 2,511.39		$ -		$ -		$ -	5	$ 12,556.95		$ -		$ -		$ -		$ -				$ 12,556.95
Analytical-RW-Dry (Compton Creek)	per sample	$ 2,203.39		$ -		$ -		$ -		$ -		$ -	4	$ 8,813.56		$ -		$ -				$ 8,813.56
Analytical OF-Compton Creek	per sample	$ 1,981.39		$ -		$ -		$ -		$ -	6	$ 11,888.34		$ -		$ -		$ -				$ 11,888.34
Analytical OF-Dominguez	per sample	$ 3,536.27		$ -		$ -		$ -		$ -	5	$ 17,681.35		$ -		$ -		$ -				$ 17,681.35
Aquatic Toxicity (*H. azteca*)	per sample	$ 350.00		$ -		$ -		$ -	3	$ 1,050.00	2	$ 700.00	1	$ 350.00		$ -		$ -				$ 2,100.00
Toxicity Identification Evaluation	per sample	$ 4,080.00		$ -		$ -		$ -	1	$ 4,080.00	1	$ 4,080.00	1	$ 4,080.00		$ -		$ -				$ 12,240.00
Bioassessment (BMI)	$14,430/event	$ 14,430.00		$ -		$ -		$ -		$ -		$ -	1	$ 14,430.00		$ -		$ -				$ 14,430.00
Shipping to High Res Laboratory	$400/event	$ 400.00		$ -		$ -		$ -		$ -	3	$ 1,200.00		$ -		$ -		$ -				$ 1,200.00
Fee on Subs/ODCs	5%			$ -		$ 86.35		$ 810.15		$ 1,006.47		$ 2,155.81		$ 1,433.70		$ -		$ -				$ 5,492.49
	ODCs Cost			**$ -**		**$ 1,813.35**		**$ 17,013.15**		**$ 21,135.92**		**$ 45,272.10**		**$ 30,107.78**		**$ -**		**$ -**				**$ 115,342.31**

	Task 4.1 Project Management and Coordination	Task 4.2 Coordination, Permitting, Access Agreements for LADPW, Update SAP/HASP	Task 4.3 Equipment, Installation, and Maintenance, Lab Coordination	Task 4.4a RW Wet Weather Monitoring (3 Events x 1 sites)	Task 4.4b Wet Weather Outfall Monitoring (3 Events x 3 sites)	Task 4.4c RW Dry Weather Monitoring (2 Events x 1 sites)	Task 4.5 Analytical and Flow Data QA/QC, Data Tables, and CEDEN Formatting and Uploads	Task 4.6 Draft and Final Monitoring Report	Total	Total
Total Cost Estimate (Labor and ODCs)	**$ 13,050.00**	**$ 14,023.35**	**$ 34,163.15**	**$ 34,455.92**	**$ 103,172.10**	**$ 40,887.78**	**$ 24,190.00**	**$ 14,800.00**	**$ -**	**$ 278,742.31**

TABLE 3. ANALYTICAL COST SCHEDULE

Parameter group*	Parameter	Compton Creek			Dominguez
		R1-Dry	R1-Wet	Outfalls (FS1, FS2)-Wet	Outfalls (FS6)-Wet
Conventional Pollutants	Total Phenols	$ 42.00	$ 42.00	x	x
	Cyanide	$ 42.00	$ 42.00	$ 42.00	x
Bacteria (2-1,600,000 MPN/100ml)	Total coliform	Included	Included	Included	x
	Enterococcus	$ 89.12	$ 89.12	$ 89.12	x
	Fecal coliform	Included	Included	Included	x
	E. coli	$ 196.27	$ 196.27	$ 196.27	$ 196.27
General	Dissolved Phosphorus	$ 30.00	$ 30.00	$ 30.00	$ 30.00
	Total Phosphorus	$ 63.00	$ 63.00	$ 63.00	$ 63.00
	Total Suspended Solids	$ 21.00	$ 21.00	$ 21.00	$ 21.00
	Total Dissolved Solids	$ 21.00	$ 21.00	x	x
	Volatile Suspended Solids	$ 21.00	$ 21.00	x	x
	Total Organic Carbon	$ 55.00	$ 55.00	$ 55.00	$ 55.00
	Dissolved l Organic Carbon	$ 55.00	$ 55.00	$ 55.00	$ 55.00
	Biochemical Oxygen Demand	$ 65.00	$ 65.00	x	x
	Chemical Oxygen Demand	$ 31.50	$ 31.50	$ 31.50	$ 31.50
	Total Ammonia-Nitrogen	$ 52.50	$ 52.50	$ 52.50	$ 52.50
	Total Kieldahl Nitrogen	$ 50.00	$ 50.00	$ 50.00	$ 50.00
	Nitrate-Nitrite as Nitrogen	$ 49.00	$ 32.00	$ 32.00	$ 32.00
	Nitrate-Nitrogen	$ 35.00	$ 35.00	$ 35.00	$ 35.00
	Nitrite-Nitrogen	$ 35.00	$ 35.00	$ 35.00	$ 35.00
	Alkalinity	$ 21.00	$ 21.00	x	x
	Specific Conductance	Included	Included	Included	Included
	Total Hardness	$ 35.00	$ 35.00	$ 35.00	$ 35.00
	MBAS	$ 49.00	$ 49.00	$ 49.00	x
	Chloride	$ 35.00	$ 35.00	x	x
	Fluoride	$ 35.00	x	x	x
	Suspended Sediment Concentration	$ 50.00	$ 50.00	$ 50.00	$ 50.00
	Perchlorate	$ 65.00	$ 65.00	$ 65.00	x
Metals	CC (T+D-Ca,Mg, Al, Cd, Cr, Cu, Pb, Zn, Hg)	$ 225.00	$ 225.00	$ 225.00	x
	DC (T+D - Ca,Mg, Al, Cu, Pb, Zn, Hg)	x	x	x	$ 225.00
Semivolatile Organic Compounds	See Analyte Table	$ 165.00	$ 165.00	x	x
Chlorinated Pesticides	See Analyte Table	$ 150.00	$ 150.00	$ 150.00	$ 150.00
Polychlorinated Biphenyls (PCBs)	Aroclors	included	included	x	included
	Congeners (56)	$ 160.00	$ 160.00	x	included
PAHs	See Analyte Table	$ 135.00	$ 135.00	$ 135.00	$ 135.00
Organophosphate Pesticides	See Analyte Table	$ 95.00	$ 95.00	$ 95.00	x
PCB Congeners (209)	Hi-Res PCBs	NA	NA	NA	$ 1,000.00
DDxs	Hi-Res DDTs	NA	NA	NA	$ 850.00
Additional Lab Fees					
Ceden EDD		$ 30.00	$ 30.00	$ 30.00	$ 30.00
Lab Grade Blank Water		NA	NA	NA	$ 20.00
Ceden EDD-Hi Res		NA	NA	NA	$ 25.00
After Hours Bacteria Charges		NA	$ 360.00	$ 360.00	$ 360.00
Cost Per Sample		**$ 2,203.39**	**$ 2,511.39**	**$ 1,981.39**	**$ 3,536.27**

November 7, 2023

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

FROM: **CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ESTABLISH A PURCHASE ORDER WITH CALIFORNIA LABOR SOLUTIONS LLC FOR PROVIDING ADMINISTRATIVE INVESTIGATION AND RECRUITMENT SERVICES FOR THE HUMAN RESOURCES DEPARTMENT IN AN AMOUNT NOT TO EXCEED TWO HUNDRED THOUSAND DOLLARS ($200,000) TO PAY OUTSTANDING AND FUTURE INVOICES.**

SUMMARY

Adoption of this resolution will authorize the City Manager to establish a purchase order with California Labor Solutions LLC for providing administrative investigation and recruitment services for the Human Resources Department in an amount not to exceed Two Hundred Thousand Dollars ($200,000) to pay outstanding and future invoices.

BACKGROUND

The Human Resources Department ("Department") is tasked with providing professional and technical support to City departments to ensure the ability to attract and retain a qualified and knowledgeable workforce that will provide exceptional customer service to the residents of Compton. Core Services include: Recruitment, Benefits Administration, Labor Relations and Employee Training and Development.

In June 2022, the City Manager assessed the needs of the Human Resources Department and found that it was understaffed and incapable of performing all obligations facing human resources. Because of this, the City Manager scheduled a "meet and confer" with the Unions requesting for the ability to temporarily contract with California Labor Solutions, LLC to assist in employee recruitment and employee complaint investigations.

The City entered into an Agreement with California Labor Solutions on August 15, 2022 which outlined the "Scope of Service" as follows:

- Assist the City's HR department to process position recruitments
- Update and/or create the City's job specifications
- Assist the City Manager and the HR department with employee relations
- Assist the City Manager and the HR department with labor relations
- Update/develop the City's new employee orientation program
- Assist the City Manager to update and/or develop the City's policies and procedures

The amount of the services will be billed at a rate of $190 per hour. Services that are not included in the Scope of Services or exceed the time allocated in the Fee Schedule section of this agreement shall be billed at $225 per hour.

The term of the Agreement is effective August 15, 2022 and ends February 15, 2023, although "The Agreement will continuously renew every 6-months under the same terms, unless modified or cancelled pursuant to the terms of this Agreement'.

STATEMENT OF ISSUE

California employment laws require an employer to conduct a "prompt, impartial, and thorough" employee complaint investigation of allegations involving claims of harassment, discrimination, and retaliation that are either allegedly unlawful or violate City policies. Failing to conduct a workplace investigation after a claim, may expose the City to subsequent legal action. Different types of complaints require different initial responses. However, all employee complaints need to be taken seriously.

EEOC (Federal Civil Rights Agency) Enforcement Guidance that establishes standards for employers to address employee complaints that require investigation:

- Prompt: The investigation must be necessary, initiated, and conducted promptly and reasonably under the circumstances.
- Impartial: The investigator must be trained and experienced, remain fair and impartial, avoid an appearance of apparent or actual bias, and have no stake in the outcome.
- Thorough: The investigator must plan and be prepared to identify, gather, review, and analyze all relevant evidence and reach a reasoned conclusion supported by the evidence, including credibility assessments.

Since, August 2022, California Labor Solutions LLC has provided pertinent administrative investigation and recruitment services to the Human Resources Department. These duties include but are not limited to:

- Conducting administrative investigations
- Posting job bulletins on NeoGov (City's online recruitment tool)
- Screening job applicants
- Creating testing material
- Coordinating and proctoring examinations

The amount of outstanding invoices totals One Hundred Seventy One Thousand Seventy-Three Dollars ($171,073) dating from 9/16/2022 through 9/12/2023. The HR Department is requesting an additional $28,927 to pay for an investigation currently in process. The grand total of the purchase order request for the CLS company will be Two Hundred Thousand Dollars ($200,000).

City Council approval is needed to prepare a purchase order to California Labor Solutions, LLC for providing administrative investigation and recruitment services for the Human Resources Department in amount not to exceed two Hundred Thousand Dollars ($200,000).

FISCAL IMPACT

Funds for this expenditure is budgeted in the Adopted 2023-2024 Fiscal Year Budget, in Account No. 1001-61-000-4269.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

JEROME GROOMES
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ESTABLISH A PURCHASE ORDER WITH CALIFORNIA LABOR SOLUTIONS LLC FOR PROVIDING ADMINISTRATIVE INVESTIGATION AND RECRUITMENT SERVICES FOR THE HUMAN RESOURCES DEPARTMENT IN AN AMOUNT NOT TO EXCEED TWO HUNDRED THOUSAND DOLLARS ($200,000) TO PAY OUTSTANDING AND FUTURE INVOICES.

WHEREAS, the Human Resources Department ("Department") is tasked with providing professional and technical support to City departments to ensure the ability to attract and retain a qualified and knowledgeable workforce that will provide exceptional customer service to the citizens of Compton; and

WHEREAS, in June 2022, the City Manager assessed the needs of the Human Resources Department and found that it was severely understaffed and incapable of performing all obligations facing human resources; and

WHEREAS, the City Manager scheduled a "meet and confer" with the Unions requesting for the ability to temporarily contract with California Labor Solutions, LLC to assist in employee recruitment and employee complaint investigations; and

WHEREAS, California employment laws require an employer to conduct a "prompt, impartial, and thorough" employee complaint investigation of allegations involving claims of harassment, discrimination, and retaliation that are either allegedly unlawful or violate City policies; and

WHEREAS, failing to conduct a workplace investigation after a claim, may expose the City to subsequent legal action; and

WHEREAS, an HR Service Agreement was entered into between the City of Compton and California Labor Solutions, LLC dated August 15, 2022; and

WHEREAS, the "Scope of Service" is as follows:

- Assist the City's HR department to process position recruitments
- Update and/or create the City's job specifications
- Assist the City Manager and the HR department with employee relations
- Assist the City Manager and the HR department with labor relations
- Update/develop the City's new employee orientation program
- Assist the City Manager to update and/or develop the City's policies and procedures

WHEREAS, the amount for services are billed at a rate of $190 per hour and services that are not included in the Scope of Services or exceed the time allocated in the Fee Schedule section of the agreement shall be billed at $225 per hour; and

WHEREAS, the term of the Agreement is effective August 15, 2022 and ends February 15, 2023, although, "the Agreement continuously renews every 6-months under the same terms, unless modified or cancelled pursuant to the terms of this Agreement'.

WHEREAS, the amount of outstanding invoices totals One Hundred Seventy-One Thousand Seventy-Three Dollars ($171,073) dating from 9/16/2022 through 9/12/2023 and the HR Department is requesting an additional $28,927 to pay for an investigation currently in process the total for the purchase order requested is Two Hundred Thousand Dollars ($200,000) and;

WHEREAS; City Council approval is needed to prepare a purchase order to California Labor Solutions, LLC for providing administrative investigation and recruitment services for the Human Resources Department; and

WHEREAS, funds for this expenditure is budgeted in the Adopted 2023-2024

Fiscal Year Budget, in Account No. 1001-61-000-4269.

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

Section 1. That the City Manager is hereby given authorization to prepare a purchase order in the amount of Two Hundred Thousand Dollars ($200,000) to California Labor Solutions, LLC to pay outstanding and future invoices.

Section 2. That funds for this expenditure is budgeted in the Adopted 2023 2024 Fiscal Year Budget in Account No. 1001-61-000-4269.

Section 3. That a duly certified copy of this Resolution shall be filed in the offices of the City Manager, City Controller and the Human Resources Department.

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

ADOPTED this _____ day of _____, 2023.

_____
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, Vernell McDaniel, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor and attested to by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2023.

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

CALIFORNIA LABOR SOLUTIONS
STRATEGIC HR SERVICES

Scope of Work & Service Agreement HR Services

August 9, 2022

Submitted To:

Thomas Thomas
City Manager
City of Compton
205 S Willowbrook Ave
Compton, CA 90220

Submitted By:

Shawn P. Larry, J.D., SPHR, PI
California Labor Solutions LLC
CEO & Principal HR Advisor
30262 Crown Valley Pkwy, B-470
Laguna Niguel, CA 92677
800.949.2049

CALIFORNIA LABOR SOLUTIONS
STRATEGIC HR SERVICES

Scope of Work (SOW)

The HR Consultant shall provide the City of Compton with objective broad scope HR services intended to support and advance the City's HR function.

The scope of the HR services may include:

- Assist the City's HR department to process position recruitments. (Recruitments for Management and Supervisory HR Department positions shall be managed exclusively by the HR Consultant.)
- Update and/or create the City's job specifications (job descriptions)
- Assist the City Manager and the HR department with employee relations (performance management).
- Assist the City Manager and the HR department with labor relations (and grievance administration).
- Update/develop the City's new employee orientation program and assist the HR department to implement it.
- Assist the City Manager to update and/or develop the City's policies and procedures.

The HR Consultant, reporting to the City Manager, will provide assistance/support to the City Manager, his designees, and the HR Department's team to carry out the above-described HR services.

Compton City Hall's business hours are Monday through Thursday from 7am-6pm.

Fee Schedule

The discounted rate for the services described in the Scope of Work is:

$190 per hour

Invoice payment checks should be sent to:

California Labor Solutions L.L.C.
30262 Crown Valley Pkwy, Suite B470, Laguna Niguel, CA 92677

Service Agreement

This binding contract ("Agreement") is made and entered into on July 27, 2022, by and between City of Compton ("Client") and California Labor Solutions, LLC ("Contractor" or "CLS").

With this Agreement, the Client acknowledges that they are engaging the Contractor for Human Resources Management Consulting and Investigation Services for the Client's named business entity (unless otherwise stated to include other entities). Both parties are agreeing to the terms and conditions set forth in this Agreement.

The Client and Contractor agree as follows:

1. **Appointment of Contractor.**

   Subject to the terms and conditions of this Agreement, the Client hereby retains Contractor to perform the services specifically set forth in Scope of Work (SOW) attached to this Agreement (hereafter referred to as the "Services"). The SOW may be amended in writing. The Contractor agrees, subject to the terms and conditions of this Agreement, to render such Services during the term of this Agreement. Such Services shall be limited to the area described in the SOW or its most recent amendment. Contractor shall render Services hereunder at such times and places as shall be mutually agreed upon by Client and Contractor. Client hereby allows Contractor to enter its facilities and access all information necessary in order to complete services.

2. **Services.**

   The Services to be provided are detailed in the attached SOW. If additional services are requested, the Contractor will provide an Addendum to this Agreement or an entirely new SOW, depending on the details of the request.

3. **Fees and Payment.**

   This engagement is subject to the costs as defined in the Fee Schedule attached to this Agreement.

   Payment of Contractor's fees and expenses pursuant to this Agreement shall be paid upon invoice from Contractor within 10 days of receipt. A charge of $50 per month will be charged on all invoices 30 days past due. In the event an invoice is placed in collection, Client agrees to pay, in addition to the amount of the invoice and interest, all reasonable attorneys' fees, court costs, and collection costs if any, whether the matter is resolved by settlement or judgment.

   Upon receipt of proper documentation, Client will reimburse Contractor for expenses, agreed upon in advance, incurred in connection with performing Human Resources Consulting and Investigation Services.

   "Progress Payments" may be requested by the Contractor upon completion of key elements of projects.

4. **Additional Charges and Services**

   As a full-service HR consulting firm, CLS offers a wide range of services in the areas of HR Consulting, Employee Training, and Workplace Investigations. Services may be added to the original SOW as an amendment to a package or as an à la carte service with its own terms. Such services and their corresponding flat fee or hourly charges will be invoiced separately from and in addition to your monthly retainer invoice and will be billed on the last day of each month.

   Services that are not included in the Scope of Services or exceed the time allocated in the Fee Schedule section of this agreement shall be billed at $225 per hour. Time is billed in 15-minute increments, with 15 minutes being the minimum charge. CLS shall provide at least 30-days advance notice when hourly rates are due to increase; which generally takes place on an annual basis.

   Any work performed at the Client's explicit request outside of normal business hours (8am-5pm) and/or weekends will be subject to a 50% overtime premium charge. Work performed during these times at CLS's discretion will not be subject to the surcharge.

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Travel time is billed round-trip for all on-site work. Travel time is calculated to and from Client's location. In addition, expenses related to out-of-town travel will be billed in addition to the above costs and may include airfare, hotel, rental car, etc. All out-of-town arrangements will be coordinated and approved by Client in advance.

Under the rare circumstance that the Contractor is required to provide information or services to a third-party in relation to the work that has been or is being performed on behalf of the Client, $350 per hour rates will apply for time and out-of-pocket expenses will be billed. Examples include responding to a subpoena or formal request in connection with a lawsuit, government investigation, or arbitration case.

Meeting or Training Cancellations.

In the event that the Client needs to cancel a scheduled meeting, training, or workshop, we request to be given at least 24-hour notice. Without sufficient notice, CLS reserves the right to invoice the Client for ½ of the number of hours that had been scheduled, plus any applicable travel time.

5. **Term.**

This Agreement becomes effective August 15, 2022, and ends on February 15, 2023. This Agreement will continuously renew every 6-months, under the same terms, unless modified or cancelled pursuant to the terms of this Agreement.

6. **Termination.**

Either party may request to modify or terminate this Agreement at any time without cause upon written notice to the other party with at least 30-days advance notice.

Additionally, either party may terminate this Agreement for cause, upon immediate written notice to the other party. For purposes of this section, "cause" includes but is not limited to material breach by the other party, Client's failure to follow recommendations made by CLS, Client's failure to abide by applicable federal and state laws and regulations, Client's failure to pay invoices in accordance with the terms of this Agreement, and Client's failure to engage appropriate legal counsel when advised to do so by CLS.

Termination shall not release either party from its obligations accruing prior to the date of termination, including but not limited to, Client's obligation to make payments for the period prior to termination and for any remaining time due under an annual contract. Likewise, termination shall not release Client from its obligation with respect to the Confidentiality, Non-Interference, and Indemnification provisions herein. Should this Agreement be terminated for any reason after authorization is given to begin work, all charges incurred to date will be billed and due.

Upon the termination of this Agreement, Contractor shall provide Client with all books, records, and computer data used by Contractor for the purposes of executing this Agreement within 30 calendar days. Except as expressly provided in this Section, all of Contractor's rights, obligations, responsibilities and duties shall cease upon termination of this Agreement.

7. **Full Cooperation and Good Faith.**

Each of the parties hereto agrees to cooperate fully and in good faith with the other in connection with the performance of their respective obligations under this Agreement.

8. **Disclaimers and Warranties.**

CLS provides expert advice and guidance in all areas of human resource administration and business management. As a consulting firm, we may at times provide our clients with information about the current laws that impact their business. While we provide employment-related advice, we are not a law firm and as such do not provide legal advice. If Client requires specific legal assistance, please consult with an attorney experienced in the pertinent issues.

Furthermore, Client understands that laws and regulations are subject to change. The Contractor endeavors to notify the Client of legal changes that affect employment-related matters, the Contractor does not assume

responsibility for notifying the Client of each and every employment-related legal development. The Client accepts responsibility for staying informed about applicable laws, and the Client is urged to proactively consult with CLS and/or the Client's legal counsel. As employment laws evolve, CLS recommends having HR-related documents reviewed and updated annually. These may include (but aren't limited to): employee handbooks, confidentiality agreements, and new hire packages.

CLS urges the Client to seek appropriate guidance from a competent insurance broker about obtaining Employment Practices Liability Insurance (EPLI), which provides essential coverage for employers in the event of a claim or lawsuit relating to employment terms, conditions, practices, harassment, retaliation, discrimination, wrongful termination, denial of benefits, etc. CLS does not maintain insurance that covers or indemnifies the Client for employment-related matters.

9. Disclaimers and Warranties – for Workplace Investigations

California Labor Solutions LLC (CLS) may be requested to conduct a confidential, impartial, and independent investigation. During the course of the investigation, CLS will report to the Client's designated Human Resources Department representative or an impartial executive management personnel, as necessary and as appropriate.

After the conclusion of the engagement, if there is a proceeding in which the testimony of CLS's Investigator is required, CLS will be compensated at the rate of $425 per hour plus expenses. CLS retains the right to hire legal counsel. Client will be responsible for payment of such legal counsel. Client agrees to defend, indemnify, and hold Investigator harmless for and against all actions, claims, and complaints, whether formal or informal, actual, or threatened, arising from or related to the Investigation brought or asserted against Investigator by anyone other than Employer. This provision includes an obligation to indemnify Investigator for all costs including, without limitation, settlement costs that have been approved in advance by Employer, and other legal expenses incurred in defending or resolving such actions. This provision is not intended to apply to any potential professional malpractice action brought by Client against CLS.

10. Limitation of Liability.

Notwithstanding anything to the contrary in this agreement, in no event shall either party, their officers, directors, employees, and agents, be liable for any indirect, incidental, special, or consequential damages (including but not limited to loss of revenue or loss of profits), under any theory of law or for any cause of action, where the aggregate liability exceeds the contract price.

Contractor shall not be liable for or deemed to be in default for any delays or failure in performance or interruption of service under this Agreement resulting directly or indirectly from acts of God, civil disorders, fires, floods, labor disputes, electrical failures, breakdown of electronic equipment or postal delays.

11. Ownership of Proprietary Materials.

Contractor agrees to exercise due care in preserving the Proprietary Materials and further to maintain the confidentiality of any and all of the Proprietary Materials in its possession. Contractor agrees not to reproduce, disclose the contents of, or relinquish possession of any of the Proprietary Materials to any party not a party to this Agreement, nor to utilize for its purposes any of the Proprietary Materials.

12. Intellectual Property & Non-Circumvention Provisions.

The Client understands and acknowledges that Contractor may provide access to proprietary techniques, trade secrets, confidential data, and other valuable information that Client might otherwise not receive. The Client agrees that Contractor will retain all rights to Contractor's proprietary techniques, trade secrets, confidential data, and other valuable information provided to the Client, as well as any customized materials or methodologies that Contractor may have created in connection with providing services to Client.

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The Client agrees that the materials, products, and/or programs (as defined in the SOW) created and/or presented by the Contractor are for the sole use of the Client, and may not be modified, shared, or disseminated to third-parties without the expressed, written consent of the Contractor. CLS retains all ownership rights and licenses, and permission for use is granted solely to the Client. Should the Client wish to extend rights to include multiple business entities, a complete list of approved entities shall be included in this Agreement. Licensing and restrictions on dissemination shall survive the termination of this Agreement.

13. **Indemnity.**

Client agrees to indemnify, defend, and hold CLS and its officers, directors and shareholders, free and harmless from any and all claims, demands, losses, costs, litigation expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, attorneys' fees, and costs, that Contractor may or actually incur as a result of any conduct or representations made by the Client.

14. **Arbitration.**

Any and all disputes, disagreements or claims arising between the parties to this Agreement, and out of this Agreement, shall be resolved through binding arbitration, with no resort to federal or state civil courts. Said arbitration shall be conducted in Orange County, California, pursuant to the rules of the American Arbitration Association. Each party shall pick one arbitrator registered with said organization, which arbitrators shall then pick a third arbitrator to form a three-person arbitration panel to hear and majority vote. Including attorney's fees and costs, the non-prevailing party shall pay all expenses related to arbitration proceeding. If the decision of the arbitrator does not clearly delineate who the prevailing party is, the arbitrator shall decide which party shall bear all of the attorney's fees incurred by both parties.

15. **Notices.**

All notices or other communications that either party may desire or may be required to deliver to the other party may be delivered via email, in person or by depositing the same in the United States mail, postage prepaid, certified or registered mail, addressed to the party at the address set forth below. Either party may change the address to which notices are to be delivered by giving written notice of such change to the other party, as provided herein.

16. **Waiver.**

Any waiver of any term, covenant or condition of this Agreement by any party hereto shall not be effective unless set forth in writing and signed by the party granting such waiver and in no event shall any such waiver deemed to be a waiver of any other term, covenant or condition of this Agreement.

17. **Severability.**

Each provision of this Agreement is severable from all other provisions of this Agreement and, if one or more of the provisions of this Agreement shall be changed, modified or declared invalid, the remaining provisions shall remain in full force and effect. The Exhibits attached hereto are hereby made part of this Agreement in their entirety.

18. **Entire Agreement.**

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter thereof and supersedes all prior and contemporaneous negotiations, understanding and agreements. This Agreement may not be modified or amended by the parties hereto except by written instrument executed by both of the parties.

19. **Interpretation.**

Should interpretation of this Agreement, or any portion thereof, be necessary, it shall be deemed that the Agreement was prepared by the parties jointly and equally and shall not be interpreted against any party on the grounds that the party prepared the Agreement or caused it to be prepared.

20. **Governing Law.**

The parties hereby agree that all disputes between them, arising out of, connected with, related to or incidental of, this Agreement shall be resolved in accordance with the internal laws and not the conflicts of law provisions of the State of California.

21. **Attorneys' Fees.**

Should any action, proceeding or litigation be commenced to enforce or interpret this Agreement, the party prevailing shall be entitled to reasonable attorney's fees, as well as any other costs and expenses incurred.

22. **Compliance with Laws.**

The parties agree that each party will perform its obligations under this Agreement in accordance with applicable federal and state statutes as may be in effect from time to time.

23. **Independent Contractors.**

This Agreement is not, and shall not be considered, an employer-employee relationship, joint venture or partnership of any kind, and neither party shall represent to any third persons that any such relationship exists. As an independent contractor, Contractor is responsible for filing such tax returns and paying such self-employment taxes as may be required by law or regulations. Each party to this Agreement is and shall remain professionally and economically independent of the other.

The information and advice provided by Contractor should not be considered legal advice and it should not substitute for legal advice where the facts and circumstances warrant. If Client requires legal advice, he should always consult with an attorney to discuss the particular facts, circumstances, and business needs. Client understands Contractor acts faithfully and responsibly in the Client's best interest at all times and will hold harmless Contractor in employment legal matters.

Acceptance of SOW & Service Agreement Contract

By signing below, I hereby certify that I am a representative of "Client" and that I have the authority to bind such entity. I agree to the Scope of Work, Fee Schedule, and Service Agreement Terms and Conditions, as defined above.

Thomas Thomas
City Manager
City of Compton

8-10-22
Date

Eric Perrodin
City Attorney
City of Compton

8-10-22
Date

CITY OF COMPTON INCORPORATED MAY A. D. 1888 CALIFORNIA

Alita Godwin
City Clerk
California Labor Solutions, LLC

8/10/22
Date

Shawn Larry, J.D., SPHR, PI
CEO & Principal HR Advisor-Investigator
California Labor Solutions, LLC

8-9-22
Date

RESOLUTION NO. 25,001

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON REVISING THE CITY'S POLICIES AND PROCEDURES FOR THE APPROVAL OF PURCHASE ORDERS, BUDGETARY TRANSFERS AND CONTRACTS, AND INCREASING THE CITY MANAGER'S MAXIMUM APPROVAL LEVEL OF EXPENDITURES TO $25,000; RESCINDING RESOLUTION NO. 24,347

WHEREAS, on May 17, 2016, the City Council adopted Resolution No. 24,347, which gave the City Manager authorization to approve expenditures up to $5,000; and

WHEREAS, currently, the Council reviews for adoption by resolution a variety of City transactions, including (1) all purchase orders over $5,000; (2) all work change orders (for capital projects) over $5,000; (3) all budgetary transfers between objects of different classifications and (4) all contracts, regardless of amount; and

WHEREAS, Staff has determined that the $5,000 limit for expenditures is no longer consistent with best practices and does not allow for administrative efficiency or flexibility to allow the City to respond to community needs in an expedient manner; and

WHEREAS, based on a survey of purchasing authority of other cities, Staff recommends that the approval authority for the City Manager be changed from $5,000 to $25,000; and

WHEREAS, the change in approval authority for the City Manager will allow the Council to focus its attention on fiscally significant transactions by reducing the number of small transactions requiring Council approval; and

WHEREAS, it should be noted that all transactions will still be required to comply with City of Compton policies and procedures for review and approval prior to execution; and

WHEREAS, elimination of the resolution requirement for small transactions will save time on the part of several City departments and allow City business to be executed more quickly and efficiently; and

WHEREAS, adoption of the attached resolution will rescind Resolution No. 24,347.

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

SECTION 1. That Resolution No. 24,347, adopted by the City Council on May 17, 2016, is hereby rescinded.

SECTION 2. That Purchase Orders do not require adoption by separate resolution of the City Council if they:

- Are for an amount of $25,000 or less, however except for the purchase of materials, supplies and goods, a written contract approved as to form by the City Attorney shall be required; and
- Are properly approved by the City Manager and/or required staff; and
- Are applied to an existing appropriation; or
- Fulfill in whole or in part a budgeted expenditure as adopted by Council in the Combined Budget Resolution for the current fiscal year;
- Are purchase orders, regardless of the amount, for the City-owned utility payments (e.g. electricity, water and gas), that are applied to an existing appropriation.
-

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on this 23rd day of April, 2019.

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

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

CITY CLERK OF THE CITY OF COMPTON

CALIF24

OP ID: MN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/01/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alliance Mgt. & Insurance Serv 355 Via Vera Cruz #7 CA Agent/Broker Lic# 0737966 San Marcos, CA 92078 Michelle A. Nowell 760-471-7116	CONTACT NAME: Michelle A Nowell PHONE (A/C, No, Ext): 760-471-7116 FAX (A/C, No): 760-471-9378 E-MAIL ADDRESS: mnowell@amiscorp.com
INSURED California Labor Solutions LLC Shawn P Larry PO Box 6425 Laguna Niguel, CA 92607	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Peleus Insurance Company — 34118 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X Errors & Omission GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	X		PKV0000433	04/01/2022	04/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 5,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			PKV0000433	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Compton and its respective elected and appointed officers, officials,employees,agents and volunteers are named as an additional insured with respect to the work performed by the named insured.

Investigations, CA --

CERTIFICATE HOLDER

City of Compton
205 S Willowbrook Avenue
Compton, CA 90220

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michelle A Nowell

ACORD 25 (2016/03)

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The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Blanket as required by valid written contract.	Blanket as required by valid written contract.
Additional Information:	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person or organization shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your operations for the additional insured at the location shown in the Schedule.

However:

a. The insurance afforded to such additional insured only applies to the extent permitted by law;

b. If coverage provided to the additional insured is required by a contract or agreement, the insurance

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afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured; and

c. Regardless of the date of occurrence or when the injury or damage first occurs or is first discovered, a person's or organization's status as an additional insured under this endorsement ends upon the earliest of:

(1) The completion or termination of the contract or agreement between you and the additional insured for the location shown in the Schedule;

(2) The date you cease actively performing operations for the additional insured at the location shown in the Schedule; or

(3) The expiration or termination date of the policy or this endorsement.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to liability or damages for "bodily injury", "property damage", or "personal and advertising injury":

1. Caused by, arising from, or included in the "products-completed operations hazard";
2. Arising out of the additional insured's sole negligence;
3. Arising out of work or operations performed by you that were completed prior to the effective date of this endorsement; or
4. Which continues or progressively deteriorates after you cease actively performing operations for the additional insured at the location shown in the Schedule, even if the injury or damage first occurred, or is alleged to have first occurred, during the course of your operations for the additional injured.

C. Solely for purposes of this endorsement, the following definition is deleted in its entirety and replaced by the following:

1. ""Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed;

(b) When all of the work to be done at the location shown in the Schedule has been completed if your contract calls for work at more than one location; or

(c) When that part of the work done at the location shown in the Schedule has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

D. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

CITY OF COMPTON BUSINESS LICENSE CERTIFICATE

BUSINESS LICENSE DIVISION ~ 205 S. WILLOWBROOK AVE, COMPTON, CA 90220 ~ (310) 605-5508

The below named license holder has paid a business license fee to engage in, carry on or conduct a business trade, calling, profession, exhibition or occupation coded below until this certificate expires. Granting of this license does not entitle the license holder to operate or maintain a business license in violation of any other law or ordinance. In addition this license is not transferable to any other party, and no refunds will be issued for the license once a certificate has been issued.

THIS CERTIFICATE IS NON-TRANSFERABLE POST IN A CONSPICUOUS PLACE

LICENSE NO:	BL22-000102	**EXPIRATION DATE:**	03/14/2023
BUSINESS:	California Labor Solutions LLC	**ISSUE DATE:**	03/14/2022
LOCATION:	30262 Crown B470	**OWNERSHIP TYPE:**	LLC
OWNER NAME:	California Labor Solutions L.L.C. Shawn Larry	**CLASSIFICATION:**	
MAILING ADDRESS:	30262 Crown Valley Pkwy, Suite B470 Laguna Niguel, CA 92607	**DESCRIPTION:**	HUMAN RESOURCES SERVICE
RESTRICTIONS:			

California Labor Solutions LLC
30262 Crown Valley Pkwy, Suite B470
Laguna Niguel, CA 92607

Traci Watkins

From: Shristie Nair Torres
Sent: Tuesday, July 25, 2023 6:55 PM
To: Miguel Antonio Negrete Cueto
Cc: Kim Powell; Triphenia Simmons; Shawn Larry
Subject: RE: Unpaid invoices reminder

Hello Miguel,

I anticipate we'll be able to send in payment in September once the Council approves the resolution for payment. I do apologize for the delay.

Sincerely,

Shristie N. Torres
Human Resources Director
City of Compton
Main line: (310) 605-5535
sntorres@comptoncity.org

From: Miguel Antonio Negrete Cueto <miguel@californialaborsolutions.com>
Sent: Tuesday, July 25, 2023 9:00 AM
To: Shristie Nair Torres <sntorres@comptoncity.org>
Cc: Kim Powell <kpowell@comptoncity.org>; Triphenia Simmons <tsimmons@comptoncity.org>; Shawn Larry <shawn@californialaborsolutions.com>
Subject: Re: Unpaid invoices reminder

Hello Shristie,

I hope you are doing well.

Could you please let us know when we can expect to receive the payment for the unpaid invoices below?

DATE	INVOICE NO	CLIENT	DUE DATE	AMOUNT	SERVICES
9/16/2022	91601	CITY OF COMPTON	9/26/2022	4,446.00	Investigation Services
10/6/2022	1002	CITY OF COMPTON	10/16/2022	8,740.00	Investigation Services
1/2/2023	10202	CITY OF COMPTON	1/12/2023	6,023.00	Investigation Services
2/13/2023	21301	CITY OF COMPTON	2/23/2023	7,676.00	Recruitment Support Services
3/5/2023	30501	CITY OF COMPTON	3/15/2023	22,011.50	Recruitment Support Services
4/4/2023	40401	CITY OF COMPTON	4/14/2023	19,750.50	Recruitment Support Services
5/3/2023	50301	CITY OF COMPTON	5/13/2023	24,415.00	Recruitment Support Services
5/1/2023	50103	CITY OF COMPTON	5/11/2023	29,640.00	Investigation Services
6/7/2023	60701	CITY OF COMPTON	6/17/2023	29,545.00	Recruitment Support Services
7/10/2023	71001	CITY OF COMPTON	1/10/1900	16,226.00	Recruitment Support Services
				168,473.00	

Best regards,

Miguel Negrete
Accountant / Client Satisfaction Manager

From: Kim Powell <kpowell@comptoncity.org>
Sent: Monday, July 24, 2023 11:56
To: Miguel Antonio Negrete Cueto <miguel@californialaborsolutions.com>
Cc: Triphenia Simmons <tsimmons@comptoncity.org>; Shawn Larry <shawn@californialaborsolutions.com>; Kim Powell <kpowell@comptoncity.org>; Shristie Nair Torres <sntorres@comptoncity.org>
Subject: RE: Unpaid invoices reminder

Good Morning

To my understanding, Mr. Shristie is working on a resolution for Council approval for the below outstanding payments for CA Labor Solutions.

Kim B. Powell
City Manager's Office
(310) 605-5585
kpowell@comptoncity.org

November 7, 2023

TO: **MAYOR AND CITY COUNCIL**

FROM: **CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE PROPOSAL FROM BUCKNAM INFRASTRUCTURE GROUP INC., AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR BUCKNAM INFRASTRUCTURE GROUP, INC. TO UPDATE THE PAVEMENT MANAGEMENT PLAN (PMP) ON ALL CITY ROADS WITHIN THE CITY LIMITS IN THE AMOUNT OF SIXTY-SIX THOUSAND SEVEN HUNDRED NINETY-FOUR DOLLARS ($66,794.00)**

SUMMARY

This resolution requests acceptance of the proposal from Bucknam Infrastructure Group, Inc. (Bucknam) and authorizes the City Manager to enter into a professional services agreement with and establish a purchase order in the amount of Sixty-Six Thousand, Seven Hundred and Ninety-Four Dollars ($66,794.00) for Bucknam to update the Pavement Management Plan (PMP) on all City roads within the City limits.

BACKGROUND

The City maintains approximately 173 centerline miles of pavement within its boundaries and there is a need to evaluate the pavement conditions of the City's roadway network and update the Pavement Management Plan (PMP).

The Pavement Management Plan provides current data on the City's street network and develops cost-effective maintenance strategies to maintain a desirable level of pavement performance on a network scale, while optimizing the expenditure of limited fiscal resources.

Pavement is a dynamic structure where deterioration is constantly occurring. Therefore, the PMP needs to be updated on a consistent basis (typically a 3-year cycle) to reflect changes in pavement conditions, pavement maintenance histories, and maintenance strategies based upon budgetary constraints.

The Public Works Engineering Department's (Department) staff works alongside consultants to provide key information pertaining to the ongoing maintenance that has occurred throughout the City's roadway network and that information will be utilized to update the City's PMP.

On May 4, 2021, pursuant to Resolution No. 25,463, City Council adopted the 2021-2026 update of the PMP, which consisted of Bucknam staff surveying all routes within the network to assist the City in complying with the Los Angeles County MTA (METRO) PMP requirements, analyzing historical maintenance operations, and developing a cost-effective maintenance strategy to maintain a desirable level of pavement performance on a network scale.

STATEMENT OF THE ISSUE

The Pavement Management Plan is essential for the City to demonstrate compliance with Metro requirements to be eligible to receive its' roadway grant funds of Proposition A, Proposition C, and Measure R, and be eligible to apply for available grant funds such as Metro Call for Projects and other federal grants as they become available.

On September 6, 2023, Bucknam submitted a proposal to City staff to update the City's Pavement Management Plan to assist the City in implementing a common-sense neighborhood maintenance & repair schedule, formulating a proactive Arterial CIP budget and providing realistic maintenance recommendations.

The PMP update is estimated to require eight (8) months to complete, and the referenced proposal is attached for review under "Exhibit A." Once the work is complete, City staff will bring forth a separate resolution that requests Council's approval to adopt the updated PMP.

Bucknam has previously acquired and developed the street information database pertaining to the City's street rankings and maintenance zones. Additionally, the City requires a consultant that will continue to not only resurvey the defined sections using cost-conscious methodologies but will create a comprehensive plan that includes the enhancement of the City's multi-year PMP, CIP, neighborhood maintenance, essential data for PS&E bid document preparation, stewardship of the PMP, GIS links to the PMP, and knowledge of the inner workings of the MicroPAVER software.

Bucknam's 2023 update will consist of addressing the City's primary goals as follows:

- Updating MicroPAVER with 2023-24 inspections, work history and maintenance data;

- Enhancing the Compton PMP database with 2020 – 2023 work history data entries;
- Surveying 215 miles of Arterial, Collector and Local streets, providing variance PCI reporting based upon 2020 PCI's vs. 2023
    - Verifying/Updating pavement centerline and SF data (PMP vs. GIS);
    - Generating 2023-24 Pavement Condition Index (PCI) rating for each segment;
- Developing a proactive preventative slurry seal/overlay rehabilitation schedules based on existing capital funding;
- Establishing solid recommendations for current/future maintenance needs;
- Utilizing the City's existing funding to generate a baseline five (5) year CIP;
- Recommending alternative maintenance budgets that demonstrate realistic return-on-investments (i.e., "Actual" budget model, maintain PCI, increase PCI models, etc.).

Staff recommends Bucknam since they prepared the initial pavement study, and have the most intrinsic knowledge of the City's PMP. Furthermore, they have the necessary information required to perform the field condition review. In addition, Bucknam also developed the methodology for the street condition database. As expressed, this information and/or familiarity is essential to performing the update.

Consequently, if another consultant were to assist the City with the update they would have to start with a review of the last study to familiarize themselves with the assessment methodology, and they would also have to perform the pavement condition field assessment, which would require a learning curve and additional cost since they are not familiar with the database/methodology. This could potentially result in inconsistencies from the data, which would generate contrasting pavement condition results.

FISCAL IMPACT

Funds in the amount of $66,794.00 are available in the Public Works Department's 2023-2024 Fiscal Year budget in Account No. 1900-710-000-4262.

ALTERNATIVE

The City desires to take a proactive management approach of their Pavement Management Plan. No other alternatives are recommended.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution, which accepts the proposal from Bucknam Infrastructure Group, Inc., and authorizes the City Manager to enter into a professional services agreement with and establish a purchase order in the amount of Sixty-Six Thousand Seven Hundred Ninety-Four Dollars ($66,794.00) for Bucknam to update the Pavement Management Plan on all City roads within the City limits.

JOHN D. STRICKLAND, JR.,
DIRECTOR OF PUBLIC WORKS

APPROVED FOR FORWARDING:

JERRY GROOMES
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE PROPOSAL FROM BUCKNAM INFRASTRUCTURE GROUP INC., AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR BUCKNAM INFRASTRUCTURE GROUP, INC. TO UPDATE THE PAVEMENT MANAGEMENT PLAN (PMP) ON ALL CITY ROADS WITHIN THE CITY LIMITS IN THE AMOUNT OF SIXTY-SIX THOUSAND SEVEN HUNDRED NINETY-FOUR DOLLARS ($66,794.00)

WHEREAS, the City maintains approximately 173 centerline miles of pavement within its boundaries and there is a need to evaluate the pavement conditions of the City's roadway network and update the Pavement Management Plan (PMP); and

WHEREAS, the Pavement Management Plan provides current data on the City's street network and develops cost-effective maintenance strategies to maintain a desirable level of pavement performance on a network scale, while optimizing the expenditure of limited fiscal resources; and

WHEREAS, pavement is a dynamic structure where deterioration is constantly occurring and the PMP needs to be updated on a consistent basis (typically a 3-year cycle) to reflect changes in pavement conditions, pavement maintenance histories, and maintenance strategies based upon budgetary constraints; and

WHEREAS, the Public Works Engineering Department's (Department) staff works alongside consultants to provide key information pertaining to the ongoing maintenance that has occurred throughout the City's roadway network and that information will be utilized to update the City's PMP; and

WHEREAS, on May 4, 2021, pursuant to Resolution No. 25,463, City Council adopted the 2021-2026 update of the PMP, which consisted of Bucknam staff surveying all routes within the network to assist the City in complying with the Los Angeles County MTA (METRO) PMP requirements, analyzing historical maintenance operations, and developing a cost-effective maintenance strategy to maintain a desirable level of pavement performance on a network scale; and

WHEREAS, the Pavement Management Plan is essential for the City to demonstrate compliance with Metro requirements to be eligible to receive its' roadway grant funds of Proposition A, Proposition C, and Measure R, and be eligible to apply for available grant funds such as Metro Call for Projects and other federal grants as they become available; and

WHEREAS, on September 6, 2023, Bucknam submitted a proposal to City staff for Pavement Management Plan services to assist the City in implementing a common-sense neighborhood Maintenance & Repair schedule, formulating a proactive Arterial CIP budget and providing realistic maintenance recommendations; and

WHEREAS, the PMP update is estimated to require eight (8) months to complete, and the referenced proposal is attached for review under "Exhibit A" and once the work is complete, City staff will bring forth a separate resolution that requests Council's approval to adopt the Updated PMP; and

WHEREAS, Bucknam has previously acquired and developed the street information database pertaining to the City's street rankings and maintenance zones; and

WHEREAS, the City requires a consultant that will continue to not only resurvey the defined sections using cost-conscious methodologies but will create a comprehensive plan that includes the enhancement of the City's multi-year PMP, CIP, neighborhood maintenance, essential data for PS&E bid document preparation, stewardship of the PMP, GIS links to the PMP, and knowledge of the inner workings of the MicroPAVER software; and

WHEREAS, Bucknam's 2023 update will consist of addressing the City's primary goals as follows:

- Updating MicroPAVER with 2023-24 inspections, work history and maintenance data;
- Enhancing the Compton PMP database with 2020 – 2023 work history data entries;
- Surveying 215 miles of Arterial, Collector and Local streets, providing variance PCI reporting based upon 2020 PCI's vs. 2023
    - Verifying/Updating pavement centerline and SF data (PMP vs. GIS);
    - Generating 2023-24 Pavement Condition Index (PCI) rating for each segment;
- Developing a proactive preventative slurry seal/overlay rehabilitation schedules based on existing capital funding;
- Establishing solid recommendations for current/future maintenance needs;
- Utilizing the City's existing funding to generate a baseline five (5) year CIP;
- Recommending alternative maintenance budgets that demonstrate realistic return-on-investments (i.e., "Actual" budget model, maintain PCI, increase PCI models, etc.); and

WHEREAS, staff recommends Bucknam since they prepared the initial pavement study, and have the most intrinsic knowledge of the City's PMP; and

WHEREAS, they have the necessary information required to perform the field condition review; and

WHEREAS, Bucknam also developed the methodology for the street condition database and this information and their familiarity is essential to performing the updated PMP; and

WHEREAS, if another consultant were to assist the City with the update they would have to start with a review of the last study to familiarize themselves with the assessment methodology, and they would also have to perform the pavement condition field assessment, which would require a learning curve and additional cost since they are not familiar with the database/methodology used by Bucknam; and

WHEREAS, the learning curve could potentially result in inconsistencies from the data, which would generate contrasting pavement condition results; and

WHEREAS, funds in the amount of $66,794.00 are available in the Public Works Department's 2023-2024 Fiscal Year budget in Account No. 1900-710-000-4262.

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

SECTION 1. That the City Manager, upon advice and approval of the City Attorney, is hereby authorized to accept the proposal from Bucknam Infrastructure Group Inc.

SECTION 2. That the City Manager, upon advice and approval of the City Attorney, is hereby authorized to enter into a professional services agreement with Bucknam Infrastructure Group Inc.

SECTION 3. That funds in the amount of Sixty-Six Thousand Seven Hundred Ninety-Four Dollars ($66,794.00) are allocated for this expenditure in Account No. 1900-710-000-4262.

SECTION 4. That a purchase order in the amount of Sixty-Six Thousand Seven Hundred Ninety-Four Dollars ($66,794.00) be issued to Bucknam Infrastructure Group Inc., for the services provided in Account No. 1900-710-000-4262.

SECTION 5. That a copy of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk and the Public Works Engineering Department.

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

ADOPTED this _____ day of _____, 2023.

_____
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, Vernell McDaniel, City Clerk of the City of Compton, hereby certify that the forgoing 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 _____, 2023.

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

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
BUCKNAM INFRASTRUCTURE GROUP, INC.

This **AGREEMENT** is entered by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as **"CITY"**) located at 205 South Willowbrook Avenue, Compton, California 90220, and **BUCKNAM INFRASTRUCTURE GROUP, INC.** (hereinafter referred to as **"CONSULTANT"**), located at 3548 Seagate Way, Suite 230, Oceanside, California 92056.

RECITALS:

WHEREAS, the City maintains approximately 173 centerline miles of pavement within its boundaries and there is a need to evaluate the pavement conditions of the City's roadway network and update its Pavement Management Study (PMS); and

WHEREAS, the City has determined that it will be prudent to engage the services of a professional and experienced engineering firm to act as the City's Engineer for this project and be responsible for evaluating the condition of the City's roadways and updating the PMS; and

WHEREAS, by Resolution No._____, adopted on the ___ of November 2023, the City Council authorized the City Manager to accept the proposal of the Consultant (Bucknam Infrastructure Group, Inc.) and enter into a contract to provide the necessary services; and

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

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

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

AGREEMENT:

1. **Services to be rendered by Consultant.** It is the mutual understanding of the parties that the Consultant shall perform and be responsible for providing professional assistance to the City in the proactive management of the Pavement Management Program ("PMP") and other Citywide assets. Services to be rendered shall include, but not be limited to the below-indicated tasks and deliverables:

Tasks include:

Task 1: Project Implementation

1.1 Project Kickoff (Deliverables: Meeting minutes, revised project schedule, if necessary)

1.2 Project Status Meetings – Quality Control Program (Deliverables: Monthly Project Status reports, field review and project status meetings)

Task 2: Client Satisfaction
2.1 Project Deliverables (Deliverables: Project Status Updates, as stated in Task 1.2)

Task 3: Project Schedule
3.1 Work Flow/Project Schedule

Task 4: Scope of Work (Major Tasks)
4.1 Update Maintenance and Rehabilitation History
4.2 Conduct Pavement Condition Survey (Deliverables: Citywide PCI reports, compliant Metro PCI reports, updated MicroPAVER database)
4.3 Maintenance & CIP/Budgetary Analysis (Deliverables: Two copies of the Draft Pavement Management Program Report)
4.4 Citywide CIP/Metro Compliance Reports (Deliverables: Two (2) bound copies of the Final Pavement PMP Report (plus one original sign by our Registered Engineer, CA No. 20903), in binder and electronic form (pdf), will be sent to the City. Bucknam will provide on (1) digital data package that includes all final reporting documents, MicroPAVER.e70 PMP database and GIS files)
4.5 PMP-GIS Link/Mapping (Deliverables: Complete GIS files/themes based on list above (shapefiles)
4.6 Compton MyRoads PMP Web-Portal
4.7 As-Needed PMP Services

as more fully specified in the Consultant's **"Proposal for Pavement Management Program Services (FY 2023-24)"** (dated September 6, 2023)**,** which are incorporated by this reference.

Consultant acknowledges that in entering into this Agreement the City is relying on Consultant's special skills and experience to do and perform the services in accordance with best standards of professional practice. Consultant agrees to perform all the said services and to the extent not furnished by the City, furnish all the necessary materials at its own cost and expense necessary to complete said services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and to the reasonable satisfaction of the City**.**

Consultant services hereunder shall be performed in good, workmanlike and professional manner. Consultant shall be responsible for correcting and completing all errors and omissions related to the services provided by the Consultant for this Agreement at no additional cost to the City**.** "Errors" and "Omissions" for purposes of this paragraph are defined to mean a failure by the Consultant to meet the standards of its profession as set forth in the preceding paragraph. The acceptance of the services by City does not release Consultant from these obligations.

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

provisions of this Agreement by all of its employees and subcontractors, if any, and will keep the services under its control. On demand of City, if any employee or subcontractor of Consultant fails or refuses to carry out the provisions of this Agreement or appears to be incompetent or to act in a disorderly or improper manner, he or she will be discharged immediately from performing services pursuant to provisions of this Agreement.

Peter Bucknam, President of Consultant, shall be primarily responsible for representing Consultant in performance of this Agreement.

2. Duration of Contract. The Consultant shall commence the services provided for herein upon Notification to Proceed from the City to Consultant and continue in a diligent and professional manner until the agreed services are completed, or upon exhaustion of authorized funding, whichever occurs first, unless this Agreement is terminated as provided herein.

Consultant will generally adhere to the schedule set forth within Consultant's Proposal provided, that City will grant reasonable extensions of time for the performance of the services occasioned by unusually lengthy governmental reviews of Consultant's work product or other unavoidable delays occasioned by unforeseen circumstances; provided, further, that such unavoidable delay will not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, Consultant's officers or employees.

Consultant acknowledges the importance to City of City's project schedule and agrees to put forth its best professional efforts to perform the services in a manner consistent with that schedule. City understands, however, that Consultant's performance must be governed by sound practices. Consultant will work such overtime or engage such personnel and equipment as necessary to maintain the schedule, without additional compensation.

3. Compensation. The method of payment for this Contract will be on a fee-for-services, per Task, basis as specified within Consultant's **"Fee Proposal"** dated **September 6, 2023** and incorporated herein. The total price paid the Consultant will include compensation for all work, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the Consultant, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total compensation will be negotiated between the Consultant and the City. Adjustment in the total compensation will not be effective until authorized and approved in writing by the City**.**

Progress payments may be made in arrears based on the percentage of work and deliverables completed by the Consultant. If Consultant fails to submit the required deliverable items according to schedule or as required by the Agreement, except for those amounts that are due and not reasonably in dispute, the City shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions noted herein.

Consultant shall be reimbursed within thirty (30) days, or as promptly as fiscal procedures may permit, upon receipt by the City of itemized invoices for services completed. Invoices shall be submitted no later than 45 calendar days after the performance of work for which the Consultant is billing. Invoices shall detail the work performed on each task as applicable. Invoices shall be delivered or mailed to the **Director of Public Works Department** at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

As full and complete compensation for performance of all the services to be performed by the Consultant pursuant to this Agreement, City shall pay, and Consultant agrees to accept, a not-to-exceed maximum sum of **Sixty-Six Thousand Seven Hundred Ninety-Four Dollars ($66,794.00).**

In the event of termination, the Consultant shall be entitled to compensation for the undisputed reasonable value of services performed to the effective date of termination, including any noncancellable obligations incurred prior to termination; provided, however, that the City may condition payment of such compensation upon the Consultant's delivery to the City of any and all City property, documents, reports, records, materials and work product associated with the performance of this Agreement.

4. Ownership of Materials. All product produced by Consultant or its agents, employees, and subcontractors pursuant to this Agreement (the "Work Product") is the property of City. In the event this Agreement is terminated, all Work Product produced by Consultant or its agents, employees and subcontractors pursuant to this Agreement will be delivered to City pursuant to the termination clause of this Agreement. Consultant will have the right to make one (1) copy of the Work Product for Consultant's records.

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

5. Independent Contractor Status. Consultant, its officers, employees, subconsultants, subcontractors, agents and volunteers (collectively hereinafter the "Consultant"), will perform the services in Consultant's own way and pursuant to this Agreement as an independent contractor and in pursuit of Consultant's independent calling, and not as an employee of City. The persons used by Consultant to provide the services under this Agreement will not be considered employees of City for any purposes. Neither the City nor any of its officers, employees, agents or volunteers shall have any control over the conduct of the Consultant, except as expressly set forth in this Agreement. Consultant expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Agreement that Consultant shall not at any time or in any manner, represent that Consultant is in any manner officers, employees, agents or volunteers of the City. Consultant shall obtain no rights to retirement, health care or any other benefit that accrue to City officials, officers, or employees. Consultant expressly waives any claim to such rights.

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

indemnify and pay City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which City may be required to make on behalf of Consultant or any agent, employee, or contractor of Consultant for work done under this Agreement. At the City's election, City may deduct the amounts paid pursuant to this Section, from any balance owing to Consultant.

6. Successors, Assignment and Delegation. City and the Consultant each binds themselves, their partners, successors, assigns and legal representatives to the other hereto and to partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in this Agreement.

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

7. Nondiscriminatory Employment Practices. During the performance of this Agreement, the Consultant agrees not to discriminate against any employee or applicant for employment because of race, sex, creed, color, religion, age, sexual orientation, marital status, national origin, political affiliation, handicap or belief in accordance with requirements of City, State or Federal laws and regulations. Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, sex, creed, color, religion, age, sexual orientation, marital status, national origin, political affiliation, handicap or belief in accordance with requirements of City, State or Federal laws and regulations. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees, applicants and subcontractors for employment, notices setting forth the provisions of this non-discrimination clause.

In the event of the Consultant's non-compliance with the non-discrimination clause of this Agreement, this Agreement may be immediately canceled, terminated or suspended in whole or in part.

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

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

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

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

11. Insurance. Without limiting the Consultant's indemnification of the City, Consultant shall obtain and maintain, at its cost and expense, for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the services by Consultant or Consultant's agents, representatives, employees or subcontractors. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. Such evidence shall specifically identify this Agreement and shall contain express conditions that the City is to be given written notice at least thirty (30) days in advance of any termination or implementation of a reduction of limits or material change of insurance coverage as specified herein. Failure on the part of the Consultant to procure or maintain insurance shall constitute a material breach upon which the City may immediately terminate this Agreement. All insurance required hereunder shall be primary with respect to any insurance maintained by the City.

Coverages and Limits. Consultant will maintain the types of coverage's and minimum limits indicated below, unless the Risk Manager or City Manager, in consultation with the City Attorney approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Consultant's indemnification obligations under this Agreement. City, its officers, agents, volunteers and employees make no representation that the limits of the insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. The coverage will contain no special limitations on the scope of its protection to the below-designated insureds except for Workers Compensation and errors and omissions insurance. Consultant will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage, as Consultant deems adequate, at Consultant's sole expense.

11.1 Commercial General Liability Insurance. $1,000,000 combined single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain aggregate limits, general aggregate limits will apply separately to the work under this Agreement or the general aggregate will be twice the required per occurrence limit.

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

11.3 Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code and Employer's Liability limits of

$1,000,000 per accident for bodily injury. Workers' Compensation and Employer's Liability insurance will not be required if Consultant has no employees and provides, to City's satisfaction, a declaration stating this.

11.4 Professional Liability. Errors and omissions liability appropriate to Consultant's profession with limits of not less than $1,000,000 per claim. The coverage shall also provide an extended two (2) year reporting period commencing upon termination or cancellation of this Agreement.

Endorsements. For Commercial General Liability Insurance and Automobile Liability Insurance, Consultant will ensure that the policies are endorsed to name the City of Compton and its respective elected and appointed officers, officials, employees, agents and volunteers as **"additional insured's"** with respect to liability arising out of the activities of the Consultant. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City. ***Prior to City's execution of this Agreement, Consultant will furnish certificates of insurance and endorsements to City.***

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

12. Permits and Licenses. Consultant, at its own expense, during the term of this Agreement, shall obtain and maintain all appropriate business and professional permits, licenses and certificates that may be required in connection with the performance of services by the Consultant. Upon execution of this Agreement, the Consultant shall show evidence of a business license permit in conformance with *Section 9-1.2* of the *Compton Municipal Code*.

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

14. Warranties. Consultant represents and warrants (i) that Consultant has no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with Consultant's undertaking this relationship with City, (ii) that the performance of the services called for by this Agreement do not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party, (iii) that Consultant will not use in the performance of his responsibilities under this Agreement any confidential information or trade secrets of any other person or entity and (iv) that Consultant has not knowingly entered into or will enter into any agreement (whether oral or written) in conflict with this Agreement.

15. General Compliance with Laws. Consultant will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of the services by Consultant. Consultant will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of the services with all applicable laws, ordinances and regulations. In the event the Consultant encounters any conflict between such laws and ordinances, Consultant shall notify the City in writing and the parties agree to work cooperatively to resolve the conflict.

16. Termination. In the event of the Consultant's failure to prosecute, deliver, or perform the services, after giving written notice of default and two (2) days to correct the same, then, in addition to any other remedies, City may terminate this Agreement for nonperformance by notifying Consultant in writing. Consultant has five (5) business days to deliver any documents owned by City and all work in progress to City address contained in this Agreement. City will make a determination of fact based upon the work product delivered to City and of the percentage of work that Consultant has performed which is usable and of worth to City in having the Agreement completed. Based upon that finding City will determine the final payment of the Agreement. In the event City elects to terminate, City will have the right to immediate possession of all Work Product and work in progress prepared by Consultant, whether located at the project site, at Consultant's place of business, or at the offices of a subconsultant.

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

Either Party, upon tendering ten (10) calendar days written notice to the other Party, may terminate this Agreement for convenience. In this event and upon request of City, Consultant will assemble the work product without charge and put it in order for proper filing and closing and deliver it to City. Consultant will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

17. Force Majeure. In the event that performance by either party is rendered impossible (permanently or temporarily) due to acts of war, acts of terrorism, fires, floods, epidemics, quarantine restrictions, or other natural occurrences, strikes, work slowdowns, lockouts (other than lockout by Consultant), or other similar acts to those described above or other causes beyond the reasonable control of such party, and without fault or negligence, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Notwithstanding the foregoing, City shall have the right to terminate this Agreement upon any event that renders performance impossible. In such case, City shall be responsible for payment of compensation for the reasonable value of services rendered to the point at which this Agreement is terminated, but in no event to exceed the total lump sum fee payable under this Agreement.

18. Covenants Against Contingent Fees. Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City will have the right to terminate this Agreement for nonperformance, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

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

20. Certifications. The Consultant, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against he/she/it by a court of competent jurisdiction in any matter involving fraud or official misconduct in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract under a public transaction; violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property within the past 3 years; and
- are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in the preceding paragraph; and
- have not had one or more public transactions (Federal, State or local) terminated for cause or default within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

[Supply exceptions on separate page]

For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

[Attach separate page]

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction. The above certifications are part of this contract.

Signing this agreement on the signature portion thereof shall also constitute signature of the above Certifications.

Peter Bucknam, President **(Date)**
Bucknam Infrastructure Group, Inc.

21. Jurisdiction, Venue and Governing Law. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of Los Angeles, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county. This agreement will be governed by the laws of the State of California.

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

23. Waivers. The waiver by either Party of any breach or violation of any term, covenant, or condition of this Agreement or of any applicable law will not be deemed to be a waiver of such term, covenant, condition or law or of any subsequent breach or violation of same or of any other term, covenant, condition or law. The acceptance by either Party of any fee or other payment which may become due under this Agreement will not be deemed to be a waiver of any preceding breach or violation by the other Party of any term, covenant, or condition of this Agreement or any applicable law.

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

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

26. Amendments. This Agreement may be modified or amended only be written document executed by both Consultant and City's City Manager and approved as to form by the City Attorney. Such document shall expressly state that it is intended by the parties to amend the terms and conditions of this Agreement.

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

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

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

To Consultant:
Bucknam Infrastructure Group, Inc.
3548 Seagate Way, Suite 230
Oceanside, California 92056
Attn: Peter Bucknam, President
(760) 216-6529
(760) 216-6549 – fax.
www.bucknam-inc.com

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

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

In the event of any change of address, the moving party is obligated to notify the other party of the change of address in writing. Each party may amend, supplement and update the notice list to add, delete or replace any listed individuals; however, the amendment must be in writing.

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

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

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

BUCKNAM INFRASTRUCTURE GROUP, INC.
CONSULTANT

Dated: _____ **By _____**
Peter Bucknam, President

Approved by:

Dated: _____ **By _____**
Jerome Groomes, City Manager

Approved as to form:

By _____ **Dated: _____**
Eric J. Perrodin, City Attorney

ATTEST:

Dated: _____ **By _____**
Vernell McDaniel, City Clerk

September 6, 2023

Mr. John Strickland
Public Works Project Manager
City of Compton
205 South Willowbrook Avenue
Compton, CA 90220

Subject: Proposal for Pavement Management Program Services (FY 2023-24)

Dear John:

It is our pleasure to submit our proposal to assist the City of Compton in the continued, proactive management of your Pavement Management Program (PMP). With the City continuing to move toward stronger infrastructure management methodologies through advanced pavement inspections, neighborhood maintenance scheduling, Capital Improvement reporting (CIP), and GIS management, *Bucknam Infrastructure Group, Inc.* has identified a proactive and cost efficient method to assist the City in updating the Compton PMP. Our team will focus our long-term PMP knowledge, extensive Compton - Los Angeles County experience and GIS/GPS technologies to optimize the City's maintenance dollars by applying a manageable / reliable PMP methodology.

With Bucknam assisting the City with PMP services since 2013, our project staff can be relied upon to provide continued, outstanding service to the City. This will be accomplished by assisting the City in implementing a common-sense neighborhood M&R schedule, formulating a proactive Arterial CIP budget and providing realistic maintenance recommendations. Our firm is unique in that we provide:

- Relevant and accurate PMP services based on our ongoing work with numerous Los Angeles, Orange County and San Diego local agencies such as:
  - **31 Los Angeles County local agencies; 35% of LA County local agencies (e.g., El Segundo, Gardena, Rancho Palos Verdes, South Gate, Long Beach, Lynwood, Lomita)**
  - 21 Orange County local agencies;
  - 15 San Diego/Inland Empire local agencies; and
  - Army Corps of Engineers ASTM D6433 compliant surveying, reporting and pavement analysis on an annual basis;

- Our project manager has worked within the SoCal Pavement Management industry for over twenty-five (25) years and has worked extensively with MicroPAVER PMP software through turn-key data conversion projects to long-term, proactive pavement CIP scheduling that relies on accurate and cost-efficient bid documentation;

BUCKNAM
INFRASTRUCTURE GROUP, INC
3548 Seagate Way, Suite 230
Oceanside, CA 92056
T: (760) 216-6529
www.bucknam-inc.com

- ❖ Army Corps of Engineers ASTM D6433 compliant surveying, reporting and pavement analysis on an annual basis;

- ❖ Project/engineering experience that brings the understanding that MicroPAVER results are not set in stone; we proactively use the available data to enhance budget forecasting and CIP/O&M project planning;

As Project Manager, my goal is not just to meet the requirements of this project but establish a living document (Arterial & Local pavement CIP submittal) that will be used throughout the term of the CIP as well as implement achievable long-term infrastructure management goals in coordination with City schedules.

Offeror: Bucknam Infrastructure Group, 3548 Seagate Way, Suite 230, Oceanside, CA 92056; Company FID # 45-2723662

Mr. Peter Bucknam (Project Manager) will be providing day-to-day operational and management services; he is authorized to sign the agreement for this contract. He can be contacted at 760-216-6529 (work) 714-501-1024 (cell) or email at peter@bucknam-inc.com. Mr. Steve Bucknam, P.E. (Principal) will be responsible for project oversight (steve@bucknam.net).

By selecting *Bucknam Infrastructure Group, Inc.*, the City of Compton will continue to receive a strong, knowledgeable, innovative, and communicative team with the experience to update a cost-effective pavement management program. Our handpicked pavement management professionals are committed to delivering quality services to the City. We have already scheduled time for your project and eagerly await our kick-off meeting with City staff and you.

Respectfully submitted,

Bucknam Infrastructure Group, Inc.



Peter J. Bucknam
President/Project Manager

Project Understanding / Approach

As the City of Compton infrastructure matures, the City's staff is striving to update the City's Pavement Management Program (PMP) through cost effective condition surveys, engineering cost evaluation, Arterial CIP and "neighborhood" budgetary reporting and work history updates within the PMP database. **Bucknam's experience through adherence to scope, schedule and cost have proven itself over the past ten (10) years of PMP service to Compton Public Works.**

The City requires a team that will continue to not only resurvey the defined sections using cost-conscious methodologies but will create a comprehensive program that includes the enhancement of your multi-year PMP CIP, neighborhood maintenance, essential data for PS&E bid document preparation, stewardship of the PMP, GIS links to the PMP, and the knowledge of the inner workings of the MicroPAVER software.

Bucknam will provide these services through our proactive and accurate implementation of your PMP; we will address the City's primary goals of:

- Updating MicroPAVER with 2023-24 inspections, work history and maintenance data;
- Enhancing the Compton PMP database with 2020 to 2023 work history data entries;
- Surveying 215 miles of Arterial, Collector and Local streets; provide variance PCI reporting based upon 2020 PCI's vs. 2023;
    - Verifying / Updating pavement centerline and SF data (PMP vs. GIS);
    - Generating 2023-24 Pavement Condition Index (PCI) ratings for each segment;
- Developing a proactive preventative slurry seal / overlay rehabilitation schedules based on existing capital funding;
- Establishing solid recommendations for current / future maintenance needs;
- Utilizing the City's existing funding to generate a baseline five (5) year Capital Improvement Program (CIP);
- Recommending alternative maintenance budgets that demonstrate realistic return-on-investments (ROI), i.e., "Actual" budget model, Maintain PCI, Increase PCI models, etc.

We have defined detailed phases to the scope of work in accordance to the City's goals;

1. Project Implementation
2. Client Satisfaction
3. Project Schedule
4. Scope of Work (Major Tasks)

1) Project Implementation

TASK 1.1: Project Kickoff

The first step in implementing a successful pavement management program truly resides in frequent communication and timely scheduled data updates. For the City of Compton it will be essential to establish, up front, the Public Works CIP pavement management priorities. Our team will set a Project Kickoff meeting once the notice-to-proceed is given.

The essential PMP topics to be discussed will include the review and assessment of the existing MicroPAVER pavement plan/data, expectations of the project, METRO compliance, annual survey areas, new construction, PCI range/maintenance triggers, data quality and condition, current pavement procedures, review of schedule/budget and desired service levels.

During the project several project assessment meetings and project status meetings will be held to ensure that the major scope tasks and project schedule are being adhered too.

Deliverable: Meeting minutes, revised project schedule (if necessary)

TASK 1.2: Project Status Meetings - Quality Control Program

Status Meetings and Progress Reports

- Minimum of three meetings during the project (kickoff, field, and status meetings) – approx. eight (8) hours; Field review meetings; Monthly progress status reports will be delivered to City project manager.

Quality Control (QC)

We will use a statistical sampling approach for measuring the quality of our field technician's work. In this manner, 10 percent of the original annual surveys will be re-surveyed by an independent survey crew, supervised by a field supervisor, and the results will be compared to the original surveys (this will include 22 miles of arterial/collector/local QC). Our QC process involves checking the field crews' work in a "blind study" fashion. Quality control checks will be performed to make sure that all field personnel are properly collecting distresses and pavement quantities for the defined street segments.

PCI variance reporting will be performed where previous PCI data will be compared to newly inspected 2023 PCI data; if PCI's vary more than ten (10) points per year Bucknam staff will assess the potential cause through unrecorded work history, accelerated pavement deterioration, etc. Bucknam will record any discrepancies between the previous and current PMP databases.

Since we are collecting distress information on our field Tablets with the Compton PMP database live, our staff will perform several quality control tests within the pavement management software using a sample set of the City of Compton's street distress data.

This will ensure that all system and analysis settings as well as City recommendations and standards are being followed. **Over the past two years, Bucknam has submitted over fifty (50) METRO/OCTA compliant reports for LA and Orange County municipalities, they include:**

Orange County PMP Clients (Current)		
Brea	La Palma	RSM
Costa Mesa	Orange	Tustin
Laguna Hills	Laguna Beach	Westminster
Fountain Valley	San Juan Capistrano	La Habra
Huntington Beach	Laguna Woods	Fullerton
Seal Beach	Santa Ana	Placentia
Buena Park	Cypress	Stanton
Los Angeles County PMP Clients (Current)		
Long Beach	Alhambra	El Segundo
Duarte	Culver City	Lomita
Rancho Palos Verdes	Palmdale	Glendora
Signal Hill	Pomona	Sierra Madre
Monterey Park	Hermosa Beach	South Pasadena
Compton	Lynwood	Norwalk
Monrovia	Rosemead	Bellflower
Lawndale	Covina	Beverly Hills
La Verne	South Gate	La Habra Heights
San Marino (not client)	Thousand Oaks	South El Monte
West Covina	Covina	Lakewood
Gardena	Commerce	

Our surveys follow the accepted ASTM D6433 procedure requirements. Our staff attends the OCTA PMP Distress Training Classes held in each year, 2011 thru 2023.

In February 2023 our staff was acknowledged as "qualified inspectors and firm" to prepare PMP's compliant with the OCTA Countywide Pavement Management Guidelines (this certification/compliance runs through June 2025).

Additionally, Bucknam was selected by the Orange County Transportation Authority (OCTA) in the Fall of 2021 to perform a 10-year Pavement Management Plan analysis on ALL 35 Orange County local agencies PMP's.

2) Client Satisfaction

TASK 2.1: Project Deliverables

Shown throughout our Scope of Work, each Task is summarized with project deliverables. Client satisfaction will derive from frequent communication with the Project Manager and key staff members from the Public Works department. Project success is created by delivering on three main factors;

1) Adherence to scope tasks and deliverables

2) Performing to the standard set by the Project Schedule; and

3) Controlling costs. Our Project Manager will follow each of these factors throughout the duration of the project

Deliverable: Project Status Updates, as stated in Task 1.2

3) Project Schedule

TASK 3.1: Work Flow / Project Schedule

Our project schedule shows each major task identified in our scope of work, as well as quality control milestones and meetings. Bucknam currently has ample, certified staff to apply to this project in order to meet an aggressive schedule (three field technicians will drive the proactive schedule).

We anticipate the annual PMP services to start in October and will be completed by May of the following year. See key milestone dates from the project schedule below (fiscal year will change accordingly):

- Project Kickoff – October, 2023
- Survey Completion – April, 2024
- Delivery of draft PMP – April, 2024
- City comments returned to Consultant – May, 2024
- Delivery of City CIP Final Report – late May, 2024
    - All necessary METRO data, City reporting and revenue projections will be submitted May, 2024
- Publication of MicroPAVER – Any time after acceptance of Final PMP
    - One copy of the MicroPAVER database will be delivered
    - All pavement and GIS data pertinent to the project deliverables will be submitted with the Final PMP report

4) Scope of Work (Major Tasks)

TASK 4.1: Update Maintenance and Rehabilitation History

The City will provide Bucknam a complete listing of all major work (overlay, slurry, etc.) in order to update specific section work histories and PCI ratings.

Bucknam will review all maintenance and rehabilitation projects completed and/or scheduled by the City since the last update in 2020; this will include work history updates on arterials/collectors and locals (current database shows March 2020 as last work history events).

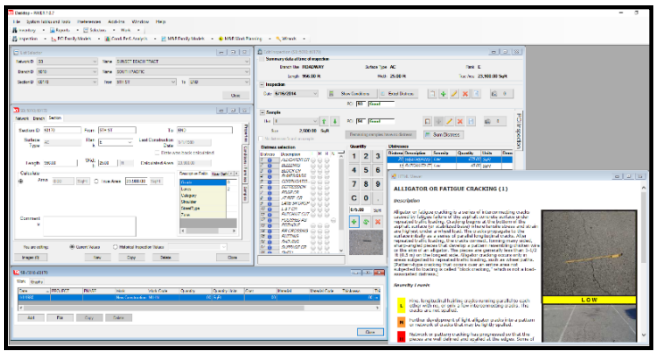
Our staff will enter the necessary work history updates as mentioned above (i.e. data entry of maintenance / rehabilitation activities) into your MicroPAVER software. Once the project is completed, our staff will upload the necessary PMP database files at the City.

Deliverable: Update PMP data, Work History report

TASK 4.2: Pavement Condition Surveys

First and foremost, the assessment of the City's pavement segmentation is one of the key priorities for this project. With three years between major inspections it will be essential to verify that all Arterial, Collector and Local segmentation is up-to-date and that section SF quantities are verified, accurate and reliable.

Once the pavement segmentation has been assessed and verified, the necessary 215 miles of Arterial, Collector and Local inspections will be performed. It is the City's desire to survey all pavement sections this fiscal year.



Our survey methodology will include the following approach based on the ASTM D6433 guidelines:

1. **<u>Walking</u>** - All sections are surveyed through "two-pass test" walking methodologies. AC/PCC distress types will be collected based upon actual surface conditions and physical characteristics of the segment.

Surveying methods will be conducted by remaining consistent with ASTM D6433 & the Army Corp of Engineers AC/PCC sampling guidelines while being flexible to City requirements.

All sample locations are observed through walking surveys; samples areas will cover 20% of the total section area and will be 2,500 SF +/- 1,000 SF in size. According to the City's request the following pavement sections are to be surveyed for the upcoming 2023 PMP update:

- The inspection of approximately 215 miles of Arterial / Collector and Local segments will be performed;
- Recent overlay rehabilitation will reduce total mileage of survey – TBD;

Our use of Tablet-based units allows our staff to collect pavement data with the City of Compton's PMP database live in the field. At the end of the day all electronic data is transferred to our office for quality control and management.

Roadway Verification Survey - A listing of the field attribute data that is updated/verified during the survey for the pavement management database is listed below:

2. **Field Attribute Data (updated and/or verified)**
    - Street name, from/to, indicating the assigned limits of the section
    - Historical PCI tracking from previous inspections and 2023 PCI inspections
    - Segment rank, length, width, and total true area of the section
3. **Conditional data will be evaluated for all street segments and will include:**
    - MicroPAVER 20 AC & 19 PCC distresses by type, severity and sample area
    - Sampling/conditional data typically pulled from within edge-of-pavement to edge-of pavement
    - PCI ratings (0-100), taking into account the surface condition, level of distress
4. **Section Distress and PCI Reporting**

    Once inspections are completed, we will generate a draft Pavement Condition Index (PCI) Report for City staff to review. The City and our staff will review these reports to ensure that all inventory data is correct and the project is running smoothly.

    Our submittal will include:

    - PCI Variance report comparing 2020 PCI's to 2023 PCI's
    - Street centerline miles and pavement area
    - Current 2023-24 street network Pavement Condition Index ratings
    - Pavement segment tabular listing for the entire street network
        - PCI Report – sorted by PCI (worst to best)
        - PCI Report – sorted alphabetically

Deliverable: Citywide PCI Reports (65% and 100% status PCI reports)

DEVELOP RECOMMENDED IMPROVEMENT PROGRAM

TASK 4.3: Maintenance & CIP/ Budgetary Analysis

We will assist the City in developing the most cost-effective preventative maintenance, repair and rehabilitation strategies possible. This will be accomplished by meeting with the City to discuss and strategize maintenance activities that are currently being used by the City.

Based on the City's current AC & PCC applications used we will conduct an historical and prospective analysis on the conditional and financial impact these practices have on the pavement network.

Based on our fiscal and deterioration analysis, we will present our results and recommendations to City staff. This analysis will become an essential building block for the projected five-year CIP/maintenance programs.

We will establish/update a maintenance/rehabilitation "decision tree" that will be used to generate pavement recommendations that match current fiscal year maintenance approaches/City practices. This will be accomplished by assessing/updating the unique and individual PCI ranges and deterioration curves within MicroPAVER based on functional class (i.e. arterial, collector, local) and age.

Our staff will review the Compton's deterioration curves that have been developed based on historical pavement inspections, surface type, and road class. The curves will be updated based on 2023-24 pavement conditions. The strategies that are typically reviewed are rehabilitation, reconstruction, localized maintenance, slurry seals, the expected improvement in pavement condition and the life-cycle extensions that would result. All application unit costs will be integrated into MicroPAVER and will be derived from the most recent construction bids. We will account for inflation rates when long-term revenues projections are made.

Our Project Manager and Principal will work closely with City in defining repair and rehabilitation strategies during each fiscal year. Once the repair/rehabilitation strategies have been defined, the identification of a five-year Forecast Maintenance & Rehabilitation (FMR) schedule will be generated. The recommended budget scenarios will be identified on the basis of several criteria:

- Assessment and review of the City's Pavement CIP
- Present pavement conditions; Desired levels of service and available resources
- Projected / Forecasted PCI's per section
- Cost benefit of individual strategies (e.g. maintain/increase PCI in 5-years, etc.)
- Future routine maintenance needs based on projected deterioration rates

The primary emphasis of this task is to maximize the scheduling of street improvements using the most cost-effective strategies available and taking into account life-cycle cost analysis.

Additionally, our staff will also review and recommend an Local Zone cycle; this will allow us to proactively schedule localized maintenance/rehabilitation efforts throughout the CIP.

A working "draft" Final Report will be generated for City staff to review. The report will include an executive summary, the PCI Report as well as draft budgetary findings and recommendations.

Deliverable: One (1) digital copy of the Draft Pavement Management Program Report

TASK 4.4: Citywide CIP / METRO Compliance Budget Reports

We will deliver the Final Report to the City which will be essential for staff reference / use as well as presented in a way that is beneficial for elected officials/upper management. **This report will assist the City in complying with METRO.**

The report will be prepared in a format that uses the information delivered by MicroPAVER in conjunction with the information and analysis performed by our team. The report will provide the City with information on:

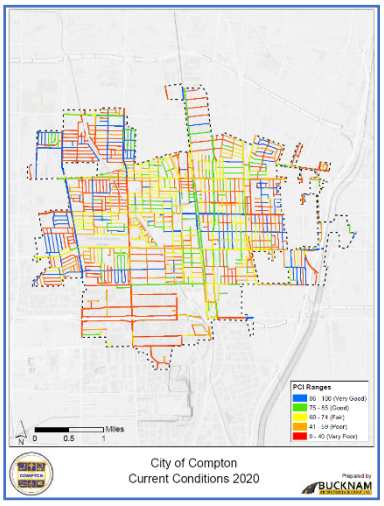
- Current inventory and pavement conditions indices (PCI) for all road classes
- Projected annual rehabilitation programs for street maintenance for a 5-yr period (Arterial / Local Forecast Maintenance Reports FY 2024-2029) that show the largest return on investment and acceptable levels of service;
    - This will include a minimum of three (3) total scenarios;
- Modeling and comparison of budget scenarios typically include:
    - Current / Actual budget 5-year projection
    - Maintain current PCI within 5-years
    - Increase current PCI within 5-years
    - Local Zone preventative maintenance/rehabilitation schedule/mapping
- Strategies and recommendations for the City's maintenance programs, including a preventative maintenance schedule;
- A detailed breakdown of deferred maintenance (backlog); and
- Supporting documentation required by METRO

Deliverable: One (1) digital copy of the Final Pavement PMP Report (.pdf), will be sent to the City. Bucknam will also provide final digital copies of the project related GIS files.

TASK 4.5: PMP – GIS Link / Mapping

As an enhancement and proactive approach to this project, our staff will update the existing Pavement-GIS link between MicroPAVER and the City's GIS system. Bucknam currently has the 2020 PMP-GIS shapefile in-hand; this allows our staff to immediately utilize the file and prepare for internal PMP editing, sur vey and reporting. Our staff will review, with City staff, all ongoing upcoming capital projects that may impact the GIS mapping delivered for this project. The maps described below will be incorporated into the City's Final PMP report:

- PCI values for every section
- 5-yr Arterial / Local Rehabilitation and Slurry Seal Programs
- Functional classification maps



Once the City has approved the Pavement Condition Report, we will update the necessary MicroPAVER-GIS linkages (street names will be shown on all maps).

By using the unique ID's within the PMP and the City's ESRI street shapefile ID's, we will update the one-to-one match for each pavement section in the GIS. Our staff will coordinate all project deliveries with the Public Works and the GIS division to ensure that the most current and accurate PMP-GIS maps are represented within the City's GIS enterprise.

Deliverable: Complete GIS files/themes based on list above (project .mxd/shapefiles).

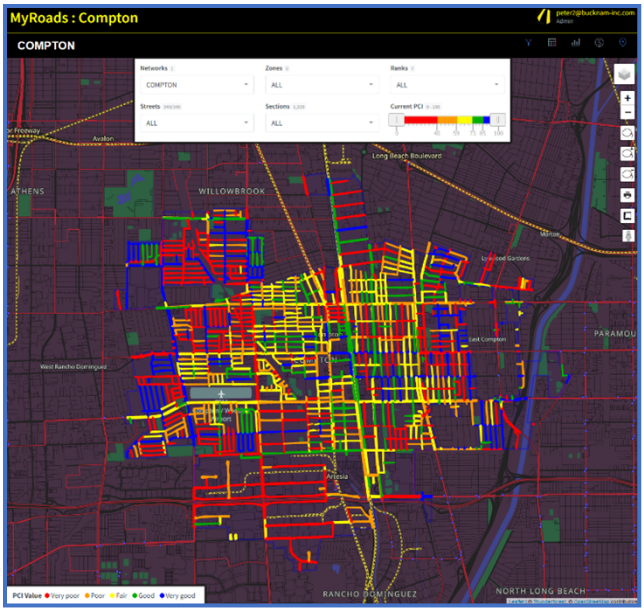
TASK 4.6: Compton MyRoads® PMP Web-Portal

Compton MyRoads™ Web-Portal – Bucknam's MyRoads® PMP web-portal is a great match for the Compton PMP today and for the future. **Our application brings your PMP data to life within a dynamic dashboard!**

Bucknam now provides all our PMP clients with a unique and agency driven "MyRoads®" web-portal that provides instantaneous access to your pavement management database. This "dashboard" allows users to toggle through individual sections via GIS Lasso map selections, zone queries, rank selection and PCI ranges to review all section metrics, latest/previous inspections, work histories and filtered PCI reports. To cap it off, your selections/queries also generate preliminary engineering costs estimations for slurry, overlay and reconstruction projects and provides you with the predictive PCI as if the work is complete.

Bucknam has shown the 2021 Compton MyRoads® account actively working!

This tool will be accessed by City staff simply through a Username/Password methodology. As changes are made to the Compton PMP database the MyRoads® dataset is changed to reflect work history edits, PCI inspections and section changes.



In summary, MyRoads® allows the user perform the following dynamic functions:

- Query specific pavement segment(s) to view current/historic PCI, work history inspection;
- Filter for pavement sections within a defined zone, PCI range and/or functional class;
- Select a pavement section or grouping of section through the on-board GIS tool;
- Enter slurry, overlay & reconstruction unit costs to determine preliminary cost of maintenance and resulting citywide PCI



  - Display critical street / sidewalks / signs / ROW assets along pavement section(s) that are critical to Engineering Bid development and solicitation (ADA ramps, utilities, manholes, trees, etc.

- Displays all final GIS project maps (PCI, work history, 7-yr forecasted maintenance, etc.)
- Bucknam will train Compton staff on the simply use of the MyRoads® dashboard.

TASK 4.7: As-Needed PMP – GIS Services

Pavement Management Program / GIS Support Services

With the City implementing a triennial PMP management schedule Bucknam will provide annual As-Needed PMP support that will cover data previously submitted by our staff. If additional services outside the identified scope of work above are requested Bucknam will provide timely and proactive services to the City. Our typical As-Needed services include:

- Additional budget scenarios, general reporting, deterioration studies
- Additional visual inspections above the mileage amount indicated in Task 4.2
- Additional pavement management – GIS mapping
- Additional MicroPAVER training, operational use
- Additional ROW asset management/inventory services (signs, sidewalks, etc.)
- GIS Enterprise assessment, management, implementation, support

The agreement will include the provision of onsite and telephone support for the City staff. We have indicated a common proposed fee with our proposed fee; if requested work efforts are projected to exceed that amount Bucknam will negotiate the appropriate fee to complete requested additional work.

Deliverable: Remote and on-site technical support

Proposed Fee

Task Items 1 through 4 can be accomplished on a **time and materials, not-to-exceed basis** in accordance with the standard hourly rate schedule attached. Our anticipated fee including labor and reimbursable expenses is projected to be $66,794 for an eight-month period.

	Description	Principal	Project Manager	GIS Manager	Field Technician(s)	Admin	Total by Task
	2023-24 Base Fee	$295/hr	$200/hr	$160/hr	$104/hr	$90/hr	
Task 1	**Project Implementation**						
Task 1.1	Project Kickoff		1		1		$304
Task 1.2	Project Status Meetings - Quality Control	1	3	1	28		$3,967
Task 2	**Client Satisfaction**						
Task 2.1	Project Deliverables		2	2	2	1	$1,018
Task 3	**Project Schedule**						
Task 3.1	Work Flow / Project Schedule		2		3		$712
Task 4	**Scope of Work**						
Task 4.1	Update Maintenance and Rehabilitation History		1		10		$1,240
Task 4.2	Pavement Condition Survey (approx. 215 miles)		8	4	344		$38,016
Task 4.3	Maintenance & CIP / Budgetary Analysis		6				$1,200
Task 4.4	Citywide CIP / METRO Compliance Reports	1	36	4	2	1	$8,433
Task 4.5	PMP - GIS Link / Mapping		2	8	16		$3,344
Task 4.6	Compton MyRoads® PMP Web-Portal						$1,500
Task 4.7	As-Needed PMP - GIS Services (Annual)						$3,800
	Reimbursables (mileage, printing, materials)						$3,260
	All deliverables will become property of the City of Compton						
	All Tasks are negotiable						
	Total Hours per Staff	2	61	19	406	2	
	2023-24 Total Base Fee	*$ 590*	*$ 12,200*	*$ 3,040*	*$ 43,442*	*$ 180*	***$66,794***
	Optional Services						
	Additional services outside of this contract will be negotiated with the City where we will use the Standard Hourly Rate Schedule shown here.						
	***Notes / Assumptions:**						
	All Tasks - Bucknam will utilize own MicroPAVER 7.0.11 license for project tasks						
	All Tasks - Bucknam and inspectors are qualified through ASTM D64333 / OCTA until FY 2025						

Should the City desire to increase the service level above the hours outlined above for the Task items 1 through 4 or require other services not described herein, a fee adjustment would be negotiated and mutually agreed upon by both parties. We have included our fee schedule below for the City's consideration.

Standard Hourly Rate Schedule

Category	***Rate***
Principal	**$ 295**
Senior Project Manager	**215**
Pavement Management Project Manager	**200**
Management Analyst	**170**
Project Engineer / Planner	**165**
Sr. Engineer / GIS Manager / Sr. Inspector	**160**
Assistant Engineer / Sr. Technician / GIS Analyst / Inspector	**155**
CADD Operator	**110**
Field Technician	**104**
Administrative Assistant	**100**
Clerical / Word Processing	**90**

Reimbursables

Mileage	**$0.75/mile**
Subconsultant Services	**Cost + 15%**
Reproduction	**Cost + 15%**
Travel & Subsistence	**Cost + 15%**
Fees & Permits	**Cost + 15%**
Computer Services (External)	**Cost + 15%**

Rates Effective 7/1/23

BUCKNAM INFRASTRUCTURE GROUP, INC
3548 Seagate Way, Suite 230
Oceanside, CA 92056
T: (760) 216-6529
www.bucknam-inc.com

NOVEMBER 7, 2023

TO: **MAYOR AND CITY COUNCIL MEMBERS**

FROM: **CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER TO THE COUNTY OF LOS ANGELES FOR ROADWAY PAVEMENT IMPROVEMENTS IN THE AMOUNT OF FOUR HUNDRED THIRTY-SEVEN THOUSAND EIGHT HUNDRED DOLLARS ($437,800.00)**

SUMMARY

The City Council will consider a Resolution authorizing the City Manager to enter into an agreement with and establish a purchase order to the County of Los Angeles for Roadway Pavement Improvements within the City of Compton and/or jurisdictionally shared segments between the County of Los Angeles and the City of Compton in the amount of Four Hundred Thirty-Seven Thousand Eight Hundred Dollars ($437,800.00).

BACKGROUND

The County of Los Angeles (County) will be initiating the Rosewood-139th Street, Et. Al. Phase II (Project) whose primary objective is to improve pavement on 4.15 miles of residential roads. The proposed work includes: pavement resurfacing, roadway reconstruction, parkway improvements (trees, driveway aprons, sidewalk repairs), curb ramp upgrades, and cross-gutters repair and reconstruction. The Project will improve quality of life for residents and lessen wear and tear on vehicles. This project will also help to preserve natural resources by using recycled and in-place materials, resulting in cost savings and reduction in greenhouse gas energy, and landfill deposition. The County estimates that they will start construction during Summer 2024.

The cost of the Project is currently estimated to be Twelve Million Nine Hundred Ten Thousand ($12,910,000.00), with the City's share estimated to be Three Hundred Ninety-Eight Thousand Dollars ($398,000.00), and the County's share estimated to be Twelve Million Five Hundred Twelve Thousand Dollars ($12,512,000.00). The cost of the Project includes the costs of Preliminary Engineering, Cost of Construction Contract, and the Costs of Construction Administration.

The County will be performing or causing to be performed Preliminary Engineering, Solicitation of Construction Bids and Award of the Construction Contract, and Contract Administration for the Project. The City is only required to pay its share for work that is performed within City limits or jurisdictionally shared segments between the City and the County.

STATEMENT OF THE ISSUE

The County will be improving the roadway pavement of the following segments as described below, one of which is jurisdictionally shared between the City and the County.

Segment	Scope of Work	Length (miles)	Jurisdiction Shared
E 139th St – from ~150 feet West of Stanford Ave to McKinley Ave	Road Reconstruction, Cross Gutter Repair, PCC/ADA Improvements	0.12	City and County
Stanford Ave – from E 139th St to ~ 90 feet South of E 139th St	Road Reconstruction, Cross Gutter Repair, PCC/ADA Improvements	.012	City

The City is required to pay its sum of costs of the actual quantities of construction contract items utilized within the City's jurisdiction. The City's share of costs also includes, Twenty Percent (20%) of that for Preliminary Engineering cost, Ten Percent (10%) of that for Construction Administration cost, and Four and a Half Percent (4.5%) of the combined costs of Preliminary Engineering and Construction Administration towards the contract.

The costs are itemized as follows:

Cost Description	Amount
Construction	$260,690.00
Preliminary Engineering	$ 79,600.00
Construction Administration	$ 39,800.00
Contract City Liability Trust Fund	$ 17,910.00
Total:	**$398,000.00**

The final accounting of the actual total cost of the project will be allocated between the City and County, based on the location of the improvements and/or work done. Therefore, the cost of all work or improvements (including all engineering, administration, and all other costs incidental to Project work) located within City limits will be the responsibility of the City.

Staff is requesting a 10% Contingency Fee ($39,800.00) to cover any unforeseen costs, which aren't included in the County's current estimate of the City's share of the Project.

FISCAL IMPACT

Funds in the amount of Four Hundred Thirty-Seven Thousand Eight Hundred Dollars ($437,800.00) are available in the Department's 2023-2024 Fiscal Year budget in Account No. 1528-710-000-4269.

ALTERNATIVE

Staff does not recommend any alternatives.

RECOMMENDATION

Staff recommends that Council adopt the attached Resolution, which authorizes the City Manager to enter into an agreement with and establish a purchase order to the County of Los Angeles for Roadway Pavement Improvements within the City of Compton and/or jurisdictionally shared segments between the County of Los Angeles and the City of Compton in the amount of Four Hundred Thirty-Seven Thousand Eight Hundred Dollars ($437,800.00).

**JOHN D. STRICKLAND, JR.,
DIRECTOR OF PUBLIC WORKS**

APPROVED FOR FORWARDING:

**JEROME GROOMES
CITY MANAGER**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER TO THE COUNTY OF LOS ANGELES FOR ROADWAY PAVEMENT IMPROVEMENTS IN THE AMOUNT OF FOUR HUNDRED THIRTY-SEVEN THOUSAND EIGHT HUNDRED DOLLARS ($437,800.00)

WHEREAS, adoption of this resolution will authorize the City Manager to enter into an agreement with and establish a purchase order to the County of Los Angeles for Roadway Pavement Improvements within the City of Compton and/or jurisdictionally shared segments between the County of Los Angeles and the City of Compton; and

WHEREAS, the County of Los Angeles (County) will be initiating the Rosewood-139th Street, Et. Al. Phase II (Project) whose primary objective is to improve pavement on 4.15 miles of residential roads; and

WHEREAS, the proposed work includes: pavement resurfacing, roadway reconstruction, parkway improvements (trees, driveway aprons, sidewalk repairs), curb ramp upgrades, and cross-gutters repair and reconstruction; and

WHEREAS, the Project will improve quality of life for residents and lessen wear and tear on vehicles it will also help to preserve natural resources by using recycled and in-place materials, resulting in cost savings and reduction in greenhouse gas energy, and landfill deposition; and

WHEREAS, the cost of the Project is currently estimated to be Twelve Million Nine Hundred Ten Thousand Dollars ($12,910,000.00), with the City's share estimated to be Three Hundred Ninety-Eight Thousand Dollars ($398,000.00), and the County's share estimated to be Twelve Million Five Hundred Twelve Thousand Dollars ($12,512,000.00); and

WHEREAS, the cost of the Project includes the costs of Preliminary Engineering, Cost of Construction Contract, and the Costs of Construction Administration; and

WHEREAS, the County will be performing or causing to be performed Preliminary Engineering, Solicitation of Construction Bids and Award of the Construction Contract, and Contract Administration for the Project, and the City is only required to pay its share for work that is performed within City limits or jurisdictionally shared segments between the City and the County; and

WHEREAS, the County will be improving the roadway pavement of the following segments as described below, one of which is jurisdictionally shared between the City and the County:

Segment	Scope of Work	Length (miles)	Jurisdiction Shared
E 139th St – from ~150 feet West of Stanford Ave to McKinley Ave	Road Reconstruction, C ross Gutter Repair, PCC/ADA Improvements	0.12	City and County
Stanford Ave – from E 139th St to ~ 90 feet South of E 139th St	Road Reconstruction, Cross Gutter Repair, PCC/ADA Improvements	.012	City

WHEREAS, the City is required to pay its sum of costs of the actual quantities of construction contract items utilized within the City's jurisdiction, as well as Twenty Percent (20%) of that for Preliminary Engineering cost, Ten Percent (10%) of that for Construction Administration cost, and Four and a Half Percent (4.5%) of the combined

costs of Preliminary Engineering and Construction Administration towards the contract; and

WHEREAS, the final accounting of the actual total cost of the project will be allocated between the City and County, based on the location of the improvements and/or work done, therefore, the cost of all work or improvements (including all engineering, administration, and all other costs incidental to Project work) located within City limits will be the responsibility of the City; and

WHEREAS, staff is requesting a 10% Contingency Fee ($39,800.00) to cover any unforeseen costs, which aren't included in the County's current estimate of the City's share of the Project; and

WHEREAS, funds in the amount of Four Hundred Thirty-Seven Thousand Eight Hundred Dollars are available in the Department's 2023-2024 Fiscal Year budget in Account No. 1528-710-000-4269.

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

Section 1. That the City Manager, upon the advice and approval of the City Attorney, is hereby authorized to enter into an agreement with the County of Los Angeles for Roadway Pavement Improvements.

Section 2. That funds in the amount of Four Hundred Thirty-Seven Thousand Eight Hundred Dollars ($437,800.00) be allocated for this expenditure in Account No. 1528-710-000-4269.

Section 3. That a purchase order in the amount of Three Hundred Ninety-Eight Thousand Dollars ($398,000.00) be issued to the County of Los Angeles for the Project from Account No. 1528-710-000-4269.

Section 4. That a purchase order for the project contingency amount of Thirty-Nine Thousand Eight Hundred Dollars ($39,800.00) is hereby authorized, for any unforeseen costs from Account No. 1528-710-000-4269.

Section 5. 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 6. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this _____ day of _____, 2023.

_____
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, Vernell McDaniel, 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 this _____ day of _____, 2023.

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

AGREEMENT

THIS AGREEMENT, made and entered into by and between the CITY OF COMPTON, a municipal corporation in the County of Los Angeles (hereinafter referred to as CITY), and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY):

WITNESSETH

WHEREAS, CITY and COUNTY propose to improve the roadway pavement of the following segments as described below, one of which is jurisdictionally shared between CITY and COUNTY:

WHEREAS, the proposed roadway improvements are jurisdictionally shared between CITY and COUNTY; and

WHEREAS, CITY and COUNTY propose to reconstruct 0.12 miles of roadway segments which are jurisdictionally shared as described below; and

Segment	Scope of Work	Length (miles)	Jurisdiction Shared
E 139th St – from ~150 feet west of Stanford Ave to McKinley Ave	Road Reconstruction, Cross Gutter repair, PCC/ADA improvements	0.12	CITY and COUNTY
Stanford Ave – from E 139th St to ~90 feet south of E 139th St	Road Reconstruction, Cross Gutter repair, PCC/ADA improvements	0.02	CITY

WHEREAS the proposed work will consist of pavement reconstruction as described above, sidewalk repairs and reconstruction, cross gutter repair, and construction or modification of curb ramps at various locations; and

WHEREAS, the aforementioned work, which is included in a COUNTY-administered project named Rosewood – 139th Street, Et. Al. Phase II (hereinafter referred to as PROJECT); and

WHEREAS, PROJECT is within the geographical boundaries of CITY and COUNTY; and

WHEREAS, PROJECT is of general interest to CITY and COUNTY; and

WHEREAS, COUNTY is willing to perform or cause to be performed the PRELIMINARY ENGINEERING, solicitation of construction bids and award of construction contract, and CONTRACT ADMINISTRATION for the PROJECT; and

WHEREAS, the COST OF PROJECT includes the costs of PRELIMINARY ENGINEERING, COST OF CONSTRUCTION CONTRACT, and costs of CONSTRUCTION ADMINISTRATION as more fully set forth herein; and

WHEREAS, the COST OF PROJECT is currently estimated to be Twelve Million Nine Hundred Ten Thousand and 00/100 ($12,910,000.00) with CITY'S share estimated to be Three Hundred Ninety Eight Thousand and 00/100 Dollars ($398,000), and COUNTY'S share estimated to be Twelve Million Five Hundred Twelve Thousand and 00/100 Dollars ($12,512,000.00); and

WHEREAS, CITY'S share is the sum of the costs of actual quantities of construction contract items utilized within CITY jurisdiction plus twenty (20) percent of that for PRELIMINARY ENGINEEERING cost, ten (10) percent of that for CONSTRUCTION ADMINISTRATION cost, and four and half (4.5) percent of the combined costs of PRELIMINARY ENGINEERING and CONSTRUCTION ADMINISTRATION towards contract city liability trust fund altogether for a total of Three Hundred Ninety Eight Thousand and 00/100 Dollars ($398,000); and

WHEREAS, CITY, and COUNTY are willing to finance their respective shares of the COST OF PROJECT within their JURISDICTIONS; and

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

(1) DEFINITIONS:

a. JURISDICTION as referred to in this AGREEMENT shall be defined as the segment areas within the geographical boundary of the CITY and the unincorporated COUNTY areas identified in the Recitals of this AGREEMENT.

b. PRELIMINARY ENGINEERING as referred to in this AGREEMENT shall consist of environmental findings and approvals/permits; design survey; soils report; traffic index and geotechnical investigation; preparation of plans, specifications, and cost estimates; right-of-way engineering and certification; utility engineering; and all other necessary work prior to advertising of the PROJECT for construction bids.

c. COST OF PRELIMINARY ENGINEERING as referred to in this AGREEMENT shall consist of all costs incurred in connection with completion of Preliminary Engineering including, without limitation, the costs of environmental documentation; design survey, soils report, traffic index, and geometric investigation; preparation of plans, specifications, and cost estimates; right-of-way certification; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids and shall include any and all currently effective percentages added to total

salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any and all of the aforementioned items.

d. COST OF CONSTRUCTION CONTRACT as referred to in this AGREEMENT shall consist of the total of all payments to the construction contractor(s) for the PROJECT and the total of all payments to utility companies or contractor(s) for the relocation of facilities necessary for the construction of PROJECT, and the cost of any additional unforeseen work that is necessary for the construction of the PROJECT in accordance with plans and specifications approved by the CITY and the COUNTY.

e. CONSTRUCTION ADMINISTRATION as referred to in this AGREEMENT shall consist of construction contract administration, construction inspection, materials testing, construction survey, traffic detour, signing and striping, construction engineering, utility relocation and coordination matters, changes and modifications of plans and specifications for PROJECT necessitated by unforeseen or unforeseeable field conditions encountered during construction of PROJECT, construction contingencies, and all other necessary work after advertising of PROJECT for construction bids to cause PROJECT to be constructed in accordance with said plans and specifications approved by CITY and COUNTY.

f. COST OF PROJECT as referred to in this AGREEMENT shall consist of the COST OF CONSTRUCTION CONTRACT and COSTS OF PRELIMINARY ENGINEERING; CONSTRUCTION ADMINISTRATION; right-of-way acquisition and clearance matters; and all other work necessary to complete PROJECT in accordance with the plans and specifications approved by the CITY and the COUNTY and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.

g. Completion of PROJECT as referred to in this AGREEMENT shall be defined as the date of field acceptance of construction of PROJECT by COUNTY and a written notification to CITY'S Director of Public Works/City Engineer that the improvements within CITY'S JURISDICTION have been completed and are transferred to CITY for the purpose of operation and maintenance.

(2) CITY AGREES:

a. To review and approve PRELIMINARY ENGINEERING prepared by COUNTY.

b. To finance CITY'S jurisdictional share of the COST OF PROJECT, CITY'S actual share will be determined by a final accounting pursuant to Section (4) a. below.

c. To deposit with the COUNTY following execution of this AGREEMENT and upon demand by the COUNTY Three Hundred Ninety Eight Thousand and 00/100 Dollars ($398,000) to finance its estimated jurisdictional share of the COST OF PROJECT (CITY'S PAYMENT).

d. To grant to COUNTY, at no cost to COUNTY, any temporary right of way for which CITY owns or has an easement that is necessary for the construction of PROJECT.

e. To provide COUNTY with conditions for issuance of encroachment, excavation, and construction permit and any other special conditions at the time of plan approval for construction bids so that the permit conditions are fully incorporated into the PROJECT'S plans and specifications so that contractors or any other person in charge of construction shall have no merit to request change in work compensation.

f. Upon receipt of permit application from COUNTY and approval of construction plans for PROJECT, to issue COUNTY any necessary permit(s) authorizing COUNTY to construct those portions of PROJECT within CITY'S JURISDICTION at no cost to COUNTY.

g. To be financially responsible for disposal and/or mitigation measures, if necessary, should any hazardous materials, chemicals, or contaminants be encountered during construction of PROJECT within CITY'S JURISDICTION.

h. To appoint COUNTY to act as attorney-in-fact for the purpose of implementing the PROJECT within CITY'S JURISDICTION and in all things necessary and proper to complete PROJECT.

i. To cooperate with the COUNTY in conducting negotiations with and, where appropriate, to issue notices to public utility organizations and owners of substructure and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services, which interfere with the proposed construction. CITY will take all necessary steps to grant, transfer, or assign all prior rights over the utility companies and owners of substructure and overhead facilities to COUNTY when necessary to construct, complete, and maintain PROJECT or to appoint COUNTY as its attorney-in-fact to exercise such prior rights.

j. Upon completion of PROJECT, to maintain in good condition and at CITY'S expense, all improvements constructed as part of PROJECT within CITY'S JURISDICTION.

k. To comply with all applicable Federal, State, and local laws, rules and ordinances in the performance of this AGREEMENT.

(3) COUNTY AGREES:

a. To perform or cause to be performed the PRELIMINARY ENGINEERING, CONSTRUCTION ADMINISTRATION, right-of-way acquisition and clearance matters, and all other work necessary to complete PROJECT.

b. To finance COUNTY'S jurisdictional share of COST OF PROJECT, currently estimated to be Twelve Million Five Hundred Twelve Thousand and 00/100 Dollars ($12,512,000.00), the actual amount of which is to be determined by a final accounting, pursuant to Section (4) a. below.

c. To accept CITY'S deposit of Three Hundred Ninety Eight Thousand and 00/100 Dollars ($398,000), which is CITY's estimated share of COST OF PROJECT, the actual amount of which will be determined by a final accounting, pursuant to Section (4) a. below.

d. To obtain CITY'S approval of plans for PROJECT prior to solicitation for construction bids.

e. To solicit PROJECT construction bids, award and administer the construction contract, do all things necessary and proper to complete PROJECT, and act on behalf of CITY in all negotiations pertaining thereto.

f. To be financially responsible for disposal and/or mitigation measures, if necessary, should any hazardous materials, chemicals, or contaminants be encountered during construction of PROJECT within COUNTY'S JURISDICTION.

g. To provide all change orders for PROJECT within CITY'S JURISDICTION to CITY in a timely manner via electronic mail notification to the CITY inspector/office engineer assigned to the PROJECT. If CITY does not respond within ten (10) calendar days, COUNTY may proceed with change orders.

h. In the event that a preliminary notice, stop payment notice, and/or action to enforce a stop payment notice is filed on the PROJECT, to provide CITY with a copy of same within three (3) business days. COUNTY shall be responsible for withholding the funds in compliance with Civil Code § 9350 et seq.

i. To furnish CITY within one hundred eighty (180) calendar days after final payment to contractor a final accounting of the actual COST OF PROJECT, including an itemization of actual unit costs and actual quantities for PROJECT.

j. Upon completion of PROJECT, to operate and maintain in good condition and at COUNTY'S expense all improvements constructed as part of PROJECT within COUNTY'S JURISDICTION.

k. To comply with all applicable Federal, State, and local laws, rules, and ordinances in the performance of this AGREEMENT.

(4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

a. The final accounting of the actual total COST OF PROJECT shall allocate said total cost between CITY and COUNTY based on the location of the improvements and/or work done. Thus, the cost of all work or improvements (including all engineering, administration, and all other costs incidental to PROJECT work) located within CITY's JURISDICTION shall be borne by CITY. Such costs constitute CITY's jurisdictional share of the COST OF PROJECT. The cost of all work or improvements, including all engineering, administration, and all other costs incidental to PROJECT work, located within COUNTY'S JURISDICTION shall be borne by COUNTY. Such costs constitute COUNTY'S jurisdictional share of the COST OF PROJECT.

b. CITY shall review the final accounting invoice prepared by COUNTY and report in writing any discrepancies to COUNTY within sixty (60) calendar days after the date of said invoice. Undisputed charges shall be paid by CITY to COUNTY within sixty (60) calendar days after the date of said invoice. COUNTY shall review all disputed charges and submit a written justification detailing the basis for those charges within sixty (60) calendar days of receipt of CITY's written report. CITY shall then make payment of the previously disputed charges or submit justification for nonpayment within sixty (60) calendar days after the date of COUNTY's written justification.

c. That if, at final accounting, CITY'S jurisdictional share of COST OF PROJECT exceeds CITY'S PAYMENT, as set forth in Section (2) b., CITY shall pay to COUNTY the additional amount upon demand. Said demand shall consist of a billing invoice prepared by COUNTY. Conversely, if the CITY's jurisdictional share is less than CITY'S PAYMENT, COUNTY shall refund the difference to CITY without further action by CITY.

d. During construction of PROJECT, COUNTY shall furnish an inspector or other representative to perform the functions of an inspector. CITY may also furnish, at no cost to COUNTY, an inspector or other representative to inspect construction of PROJECT within CITY's JURISDICTION. Said inspectors shall cooperate and consult with each other, but the orders of COUNTY inspector to the contractors or any other person in charge of construction shall prevail and be final.

e. This AGREEMENT may be terminated, amended or modified only by mutual written consent of CITY and COUNTY. Termination, amendments, modifications, and termination of a nonmaterial nature may be made by the mutual written consent of the parties' Directors of Public Works/City Engineer or their delegates.

f. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY:	Mr. Jerry Groomes City Manager City of Compton 205 S. Willowbrook Avenue Compton, CA 90220
COUNTY:	Mr. Mark Pestrella Director of Public Works County of Los Angeles Department of Public Works P.O. Box 1460 Alhambra, CA 91802-1460

g. Other than as provided below, neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.

h. Neither CITY nor any officer or employee of CITY shall be responsible, directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement, or release of any HAZARDOUS SUBSTANCES, hazardous materials, chemicals, or contaminants present at or stemming from the PROJECT within the

COUNTY'S JURISDICTION or arising from acts or omissions on the part of the COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of the COUNTY under this AGREEMENT, including liability under the Comprehensive Environmental, Response, Compensation and Liability Act of 1980 (CERCLA) the California Health and Safety Code or common law. It is understood and agreed pursuant to Government Code Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any such damage, liability, or claim. In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an agreement pursuant to 42 U.S.C. Section 9607(e), Section 107(e) of the amended CERCLA, and the California Health and Safety Code Section 25364.

"HAZARDOUS SUBSTANCES" includes flammable substances, explosives, radioactive materials, asbestos, asbestos-containing materials, polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants hazardous wastes, medical wastes, toxic substances or related materials, explosives, methane, petroleum and petroleum products, and any "hazardous" or "toxic" material, substance or waste that is defined by those or similar terms or is regulated as such under any Environmental Law, including any material, substance or waste that is: (i) defined as a "hazardous substance" under Section 311 of the Water Pollution Control Act (33 U.S.C. § 1317), as amended; (ii) defined as a "hazardous waste" under Section 1004 of The Resource Conservation and Recovery Act of 1976,42 U.S.C. § 6901, et seq., as amended; (iii) defined as a "hazardous substance" or "hazardous waste" under Section 101 of The Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Reauthorization Act of 1986, 42 U.S.C. § 9601 et seq. or any so-called "superfund" or "superlien" law, including the judicial interpretations thereof; (iv) defined as a "pollutant" or "contaminant" under 42 U.S.C.A.§ 9601(33); (v) defined as "hazardous waste" under 40 C.F.R. Part 260; (vi) defined as a "hazardous chemical" under 29 C.F.R. Part 1910; or (vii) subject to any other Environmental Law regulating, relating to or imposing obligations, liability or standards of conduct concerning protection of human health, plant life, animal life, natural resources, property or the enjoyment of life or property free from the presence in the environment of any solid, liquid, gas, odor or any form of energy from whatever source.

i. Other than as provided below, neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of CITY under or in connection

with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT.

j. Neither COUNTY nor any officer or employee of COUNTY shall be responsible, directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement, or release of any HAZARDOUS SUBSTANCES, hazardous materials, chemicals, or contaminants present at or stemming from the PROJECT within the CITY's JURISDICTION or arising from acts or omissions on the part of the CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of the CITY under this AGREEMENT, including liability under the CERCLA, the California Health and Safety Code or common law. It is understood and agreed pursuant to Government Code Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any such damage, liability, or claim arising from CITY's jurisdiction. In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an agreement pursuant to 42 U.S.C. Section 9607(e), Section 107(e) of the amended CERCLA, and the California Health and Safety Code Section 25364.

k. In contemplation of the provision of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.

l. The provisions of this AGREEMENT shall supersede and control over any provisions inconsistent herewith in the Assumption of Liability Agreement 33412 between CITY and COUNTY, adopted by the Board of Supervisors on December 27, 1977, and currently in effect.

m. Venue for any litigation shall be Los Angeles County, California, or in the United States District Court for the Central District of California. Any waiver by the CITY or COUNTY of any breach of any term, covenant or condition herein 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. No term, covenant or condition of this

AGREEMENT shall be deemed to have been waived by CITY or COUNTY unless in writing. This AGREEMENT may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together constitute one and the same instrument. Each person executing this AGREEMENT hereby represents and warrants (i) their authority to do so, and (ii) that such authority has been duly and validly conferred.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized by the CITY OF COMPTON on _____, 2023, and by the COUNTY OF LOS ANGELES on _____, 2023.

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:

CELIA ZAVALA
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Deputy

CITY OF COMPTON

By _____
Mayor

Date: _____

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:

By _____
City Attorney

November 7, 2023

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

FROM: **CITY CONTROLLER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 25,848 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A MULTI-YEAR AGREEMENT WITH AND ISSUE A PURCHASE ORDER TO IGM TECHNOLOGY CORP. (GRAVITY) FOR LEASE ACCOUNTING STANDARD IMPLEMENTATION SERVICES ($60,967.87)**

SUMMARY

Adoption of the attached Resolution will authorize the City Manager to accept the proposal, execute a multi-year agreement, and establish a Purchase Order to IGM Technology Corp (Gravity) for Lease Accounting Implementation Software Services for an amount of Sixty Thousand Nine Hundred Sixty-Seven Dollars and Eighty-Seven Cents ($60,967.87).

BACKGROUND

The City is required to implement GASB 87 which is a recent Governmental Accounting Standards Board (GASB) accounting pronouncement which changes the way that local governments must account for and report all leases (regardless of whether the City is either a Lessee or Lessor). The new GASB 87 accounting standard requires that the right to use an asset through a lease agreement be recognized as an asset of the City itself. It prescribes a complex valuation method for the asset value. It also requires the reporting of lease-option dates and reporting the likelihood that the City will exercise the lease-options as well. This accounting pronouncement is due for implementation by the City by the Fiscal Year 2021-2022 Audit report completion date.

In order to fully implement this accounting standard and to continue to properly maintain sufficient organization, accounting, and reporting for its leases moving forward, the City must go through a process to review all active leases where the City is Lessor or Lessee. Additionally, complex present-value calculations must be performed in a timely manner in order to properly implement the accounting standard by the necessary due date. At this time, the City does not have sufficient qualified staff to perform the technical tasks necessary to properly implement this new accounting standard by the needed time.

Further, the City received audit finding # 2014-048, #2014-116B, and #2018-028 in it's Single Audit Report of FY2018, which has rolled forward to its FY2020 Single Audit Report, which reads as follows:

- ***2014-048 – Internal Control over Accounts Receivable (SD)***
- ***2014-116B – Information (SD)***
- ***2018-028 – Accrued Liabilities (MW)***

(Please see attachment for more information)

These findings are shown in the Fiscal Year 2019-2020 Single Audit which is available on the City's website. These audit findings exhibit the City's need to proactively apply professional and qualified expertise so that accounting records can be properly maintained.

Failure to timely and accurately implement this accounting pronouncement in time for the delivery of the FY2021-2022 Financial Statement Audit report will directly translate to an additional auditor qualified opinion (meaning that certain figures presented are deemed by the auditor as unreliable or inconsistent with the way that other cities are reporting them) that will be placed on the City's audited financial statements. An auditor qualified opinion will reduce City opportunities for outside financing as well as have other detrimental effects.

Additionally, the State of California State Auditor's Department issued an Audit report to the City in October of 2022. This report had findings and recommendations for various areas of improvement needed for the City. The following recommendation is included in the report:

> *"By December 2024, Compton should resolve all of the audit findings it has received that predate its fiscal year 2020-21 audited financial statements and any findings from subsequent audit reports, including findings related to improving financial controls." pg. 6*

In order to proactively remedy the State of California's Auditor's recommendation above, it is imperative that the City obtain the necessary resources to implement GASB 87 timely and accurately, otherwise more audit findings and a qualified opinion will be received.

STATEMENT OF THE ISSUE

In order to remain in compliance with the State of California Auditor's October 2022 recommendations for the deliverable of a catching up on all audits and removing all audit findings, City staff issued a Request for Proposal (RFP)on January 11, 2023. The RFP was published in the Compton Bulletin, City website, and on the California Society of Municipal Finance Officer (CSMFO)'s RFP website, which is a website frequently

reviewed by vendors who provide financial services to municipalities and local governments within California.

The RFP yielded four responses. The candidates were Civix, Visual Lease LLC, IGM Technology, and Lease Query. A total of four City staff interviewed the candidates and rated them. The candidate with the highest rating was Civix, which was given based on the candidate's cost proposal, time needed to provide the deliverables, and firm qualifications. A listing of candidates, their ranking, and cost are listed below:

1. Civix ($57,842.23 over five years)
2. IGM ($60,967.87 over five years)
3. Lease Query ($32,350 over five years)
4. Visual Lease ($32,500 over five years)

After City staff checked their references, staff decided to recommend Civix as the front-runner of the RFP process for these services. Factors such as price, completeness of the proposals and interviews provided, as well as City staff comfort with the reliability of continuous vendor staffing and vendor expertise contributed to the rankings above.

On June 20, 2023, Resolution No. 25,848 was adopted by City Council authorizing the City Manager to enter into a multi-year agreement with and issue a Purchase Order to Civix for Lease Accounting Standard Implementation Services. Unfortunately, Civix was not able to adhere to the City's insurance certificate requirement in a timely manner, and therefore, staff was unable to commence their services.

Consequently, staff is requesting for the adopted authorization noted in Resolution #25,848 be rescinded due to the unfortunate situation with Civix. Staff has reviewed the rating sheet and IGM Technology Corp (Gravity) provided the next best proposal that is suitable for the City's needs. City Staff deemed that Lease Query and Visual Lease's proposals were not sufficiently responsive to the RFP in terms of their responses to requested services and requests for personnel information. Visual Lease's quote did not include the needed services to review the details of each lease contract; assess all leases greater than twelve months (and shorter than twelve months, if an option to extend is provided); review other agreements not currently classified as a lease that may require reporting as a lease under GASB 87. Lease Query did not comply with the requirement to identify the principal supervisor and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement in their proposal.

Due to the inability to commence the services of Civix, staff is requesting authorization be given to enter into an agreement with IGM Technology Corp (Gravity) for Lease Accounting and Management Software and Reporting Services.

FISCAL IMPACT

The cost for these services is not to exceed Sixty Thousand Nine Hundred Sixty-Seven Dollars and Eighty-Seven cents ($60,967.87), over a five-year period, per the proposal from IGM Technology Corp (Gravity).

A Purchase Order for Twenty-Two Thousand Five-Hundred Dollars ($22,500.00) for the first year of services is being requested for authorization. Funds have already been budgeted in the Controller Department's FY2023-2024 budget and is to be issued out of the following account:

Account Code	Account Name	Amount
1001-650-000-4222	General Fund Software	$22,500.00

The remaining funds will be budgeted in future years' budgets.

Once the software and services are implemented, the accounting and reporting on City Leases, including those where the City is either the Lessor or the Lessee, will be up-to-date with governmental accounting standards, resulting in future audit findings and qualified opinions on the City's audited financial statements to be removed.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

APPROVED FOR FORWARDING:

**SHARON RAHBAN NAVIZADEH
CITY CONTROLLER FORWARDED TO CITY MANAGER**

Attachment:

Proposed Resolution
Additional Details
Staff Report and Resolution for Civix
Civix Contract
Bidding Opening Checklist
Rating Sheet
IGM Technology Corp Contract

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 25,848 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A MULTI-YEAR AGREEMENT WITH AND ISSUE A PURCHASE ORDER TO IGM TECHNOLOGY CORP. (GRAVITY) FOR LEASE ACCOUNTING STANDARD IMPLEMENTATION SERVICES ($60,967.87)

WHEREAS, the State of California State Auditor's Department issued an Audit report to the City in October of 2022. This report had findings and recommendations for various areas of improvement needed for the City. The following recommendation is included in the report:

"By December 2024, Compton should resolve all of the audit findings it has received that predate its fiscal year 2020-21 audited financial statements and any findings from subsequent audit reports, including findings related to improving financial controls."pg.6

WHEREAS, the City is required to implement GASB 87 which is a recent Governmental Accounting Standards Board (GASB) accounting pronouncement which changes the way that local governments must account for and report all leases for whether the City is either a Lessee or Lessor. This accounting pronouncement is due for implementation by the City by the Fiscal Year 2021-2022 Audit report completion date and implementation is required for all future periods; and

WHEREAS, in order to fully implement this accounting standard, and to continue to properly maintain sufficient organization, accounting, and reporting for its leases moving forward, the City must go through a process to review all active leases where the City is Lessor or Lessee. Additionally, complex calculations must be performed in a timely manner in order to properly implement the accounting standard by the necessary due date. City staff does not have sufficient qualified staff to perform the implementation at this time; and

WHEREAS, the City received audit finding # 2014-048, #2014-116B, and #2018-028 in its Single Audit Report of FY2018, which has rolled forward to its FY2020 Single Audit Report. These audit findings exhibit the City's need to proactively apply professional and qualified expertise so that accounting records can be properly maintained in accordance with generally accepted accounting standards, which incorporate GASB accounting pronouncements; and

WHEREAS, in order to remain in compliance with the State of California Auditor's October 2022 recommendations for the deliverable of a catching up on all audits and removing all audit findings, City staff issued a Request for Proposal (RFP) on January 11, 2023; and

WHEREAS, the RFP yielded four responses. The candidates were Civix, Visual Lease LLC, IGM Technology, and Lease Query; and

WHEREAS, after the assessment of the candidate's qualifications and their references, staff decided to recommend Civix as the front-runner of the RFP process for these services. Factors such as price, completeness of the proposals and interviews provided, as well as City staff comfort with the reliability of continuous vendor staffing and vendor expertise contributed to the rankings.

WHEREAS, on June 20, 2023, Resolution #25,848 was adopted by City Council authorizing the City Manager to enter into a multi-year agreement and issue a Purchase Order to Civix for Lease Accounting Standard Implementation Services.

WHEREAS, Civix was not able to adhere to the City's insurance certificate requirement in a timely manner, and therefore, staff was unable to commence their services.

WHEREAS, staff is requesting for the adopted authorization noted in Resolution #25,848 be rescinded due to the unfortunate situation with Civix.

WHEREAS, staff has reviewed the rating sheet and IGM Technology Corp (Gravity) provided the next best proposal that is suitable for the City's needs.

WHEREAS, the cost for these services is not to exceed Sixty Thousand Nine Hundred Sixty-Seven Dollars and Eighty-Seven cents ($60,967.87), over a five-year period, per the proposal from IGM Technology Corp (Gravity).

WHEREAS, a Purchase Order for Twenty-Two Thousand Five-Hundred Dollars ($22,500.00) for the first year of services is being requested by staff for authorization. Funds have already been budgeted in the Controller Department's FY2023-2024 budget and is to be issued out of the following account:

Account Code	Account Name	Amount
1001-650-000-4222	General Fund Software	$22,500.00

WHEREAS, once the software and services are implemented, the accounting and reporting on City Leases, including those where the City is either the Lessor or the Lessee, will be up-to-date with governmental accounting standards, resulting in future audit findings and qualified opinions on the City's audited financial statements to be removed.

WHEREAS, it is recommended that the City Council adopt the attached Resolution to approve the agreement and to authorize the City Manager to open a Purchase Order for IGM Technology Corp (Gravity) for Lease Accounting Standard Implementation services.

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

SECTION 1. That Resolution #25,848, which authorized the City Manager to enter into a multi-year agreement and issue a Purchase Order to Civix for Lease Accounting Standard Implementation Services, be rescinded.

SECTION 2. That the City Manager is hereby authorized to enter into a professional services agreement, upon the advice and approval of the City Attorney, with IGM Technology Corp (Gravity) in the amount not to exceed Sixty Thousand Nine Hundred Sixty-Seven Dollars and Eighty-Seven cents ($60,967.87) for Lease Accounting Standard Implementation services.

SECTION 3. That the amount of Twenty-Two Thousand Five-Hundred Dollars ($22,500.00) will be available in the Fiscal Year 2023-2024 budget allocated from account number 1001-650-000-4222 General Fund, Software account and that the remainder of the amount of the contract will be available in future years' budgets.

SECTION 4. That a purchase order shall be issued to IGM Technology Corp (Gravity) from Account Number 1001-650-000-4222 in the amount of Twenty-Two Thousand Five-Hundred Dollars ($22,500.00).

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

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

ADOPTED this _____ day of _____, 2023.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CLERK OF THE CITY OF COMPTON

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

I, Vernell McDaniel, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on this _____ day of _____, 2023.

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

Additional Detail

(Lease Accounting Standard Implementation Services)

2014-048 – Internal Control over Accounts Receivable (SD)

Recommendation: The City should track business licenses, rents and leases, and other miscellaneous reoccurring revenue to ensure timely collection. The City should also utilize its accounting system's accounts receivable module. It will allow the City to review, reconcile, and monitor its accounts receivable balances throughout the fiscal year for financial reporting and budgeting purposes.

2014-116B – Information (SD)

Related Finding(s): SCO Finding 15, 16

Recommendation: We recommend that the City assign a higher priority to, and direct more resources towards completing, its audited financial statements by the deadline of no later than six months after fiscal year-end.

2018-028 – Accrued Liabilities (MW)

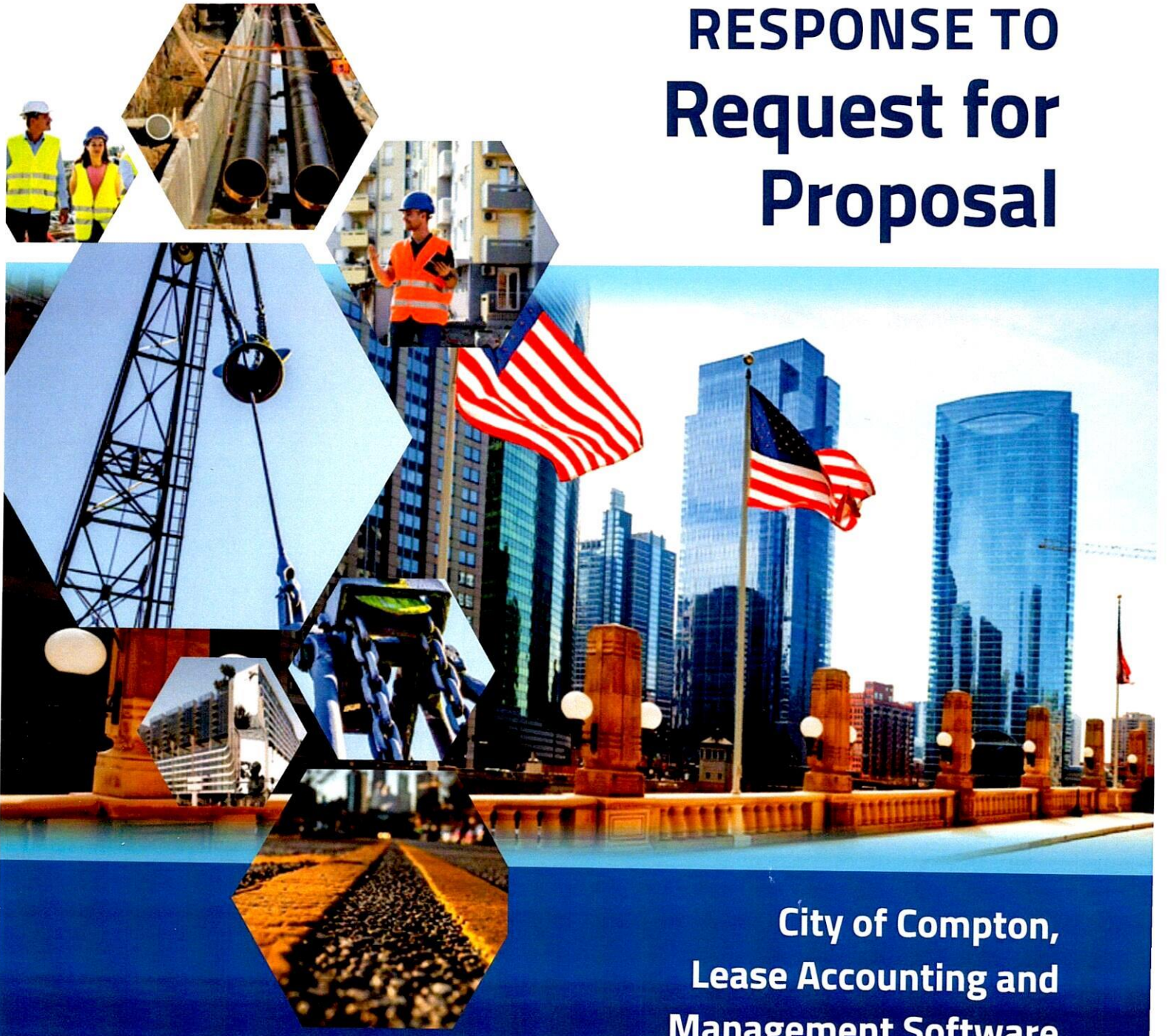
Recommendation: The City should implement and maintain procedures to identify and record accrued liabilities. This may require additional software or training on the use of current software.

Annual Cost Comparison for Civix and IGM Technology Corp (Gravity):

Firm Name	Service	Cost-Type	Year 1 Amount (US$)	Year 2 (5% escalation)	Year 3 (5% escalation)	Year 4 (5% escalation)	Year 5 (5% escalation)	TOTAL COST
Civix	Software License, ect.	Annually	$ 7,500.00	7,875.00	8,268.75	8,682.19	9,116.30	$41,442.23
	Implementation	One-Time Cost	16,400.00	-	-	-	-	16,400.00
	Total Maximum Price		**$23,900.00**	**7,875.00**	**8,268.75**	**8,682.19**	**9,116.30**	**$57,842.23**
IGM Technology	Software License, ect.	Annually	$ 8,500.00	8,925.00	9,371.25	9,839.81	10,331.80	$46,967.87
	Implementation	One-Time Cost	14,000.00	-	-	-	-	14,000.00
	Total Maximum Price		**$22,500.00**	**8,925.00**	**9,371.25**	**9,839.81**	**10,331.80**	**$60,967.87**

IGM
TECHNOLOGY

RESPONSE TO Request for Proposal



City of Compton, Lease Accounting and Management Software Reporting RFP

Due: January 25, 2023
ATTN: Jocelyn Logan, Deputy City Controller

205 South Willowbrook Ave
Compton, CA 90220

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Transmittal Letter

Dear Ms. Logan,

IGM Technology Corp. ("IGM") is pleased to present to the City of Compton ("the City") the following response to the Request for Proposals for Lease Accounting and Management Software Reporting.

We believe that our enclosed response, along with our extensive experience, demonstrates IGM's capabilities and how we are uniquely positioned to help equip public sector clients with the tools needed to facilitate GASB standards.

IGM launched its lease accounting module in 2019. It was developed specifically to address the requirements of the new governmental accounting standards, GASB 87. IGM has successfully implemented GASB 87 with several dozen governmental organizations, including port authorities, counties, cities, and school districts. Our current clients manage the accounting and GASB 87 disclosure notes for dozens of thousands of contracts.

IGM offers a leading-edge, 100% cloud-based software called Gravity. Gravity is a user-friendly solution that enables its users to successfully conduct the following tasks:

- Work according to a structured and yet customizable workflow that enables internal controls and segregation of duties.
- Generate formatted disclosure notes according to the new accounting rules.
- Access large sets of built-in reports and create customized ad-hoc reports.
- Send alerts to users regarding critical dates.
- Use a spreadsheet in order to upload lease data.
- Data download capability in multiple formats.
- Generate amortization schedules and journal entries for easy upload to an ERP system.
- Upload an unlimited number of attachments in any format and size, linked to contract data.

IGM's unique proposition includes the following features:

1. IGM is the only company in the market to offer a one-stop solution for integrating the lease accounting disclosure, based on GASB 87 requirements, directly into the ACFR report, on a single platform. Our customers that decide to use Gravity for both lease accounting and financial reporting enjoy this single platform solution.
2. IGM provides its lease accounting solution in spreadsheet based user interface so the transition to Gravity's lease accounting module can be done easily.
3. Gravity is customizable based on your specific needs. Gravity's built-in lease templates for lessee and lessor contracts are flexible and enable the customer to add or remove fields easily during the implementation process.
4. Gravity supports an unlimited number of attachments of any size that can be linked to the contract data.
5. Gravity provides automatic sorting between leases that should be reported under GASB 87 guidelines and leases that are expanded, such as immaterial or short-term leases.

6. Gravity enables its users to create journal entries and upload them easily to the ERP system in several formats.

Gravity's lease accounting module was developed to address the requirements of GASB and has been successfully implemented in many government-sector organizations. Our other modules include the following:

- Debt management
- Government-sector reporting (e.g., ACFR and Budget Book)
- Budget process management
- Data collection
- Reconciliation management

IGM believes that customers come first. We strive to develop long-lasting, mutually rewarding relationships with our customers, and identify their needs to provide solutions that support their success.

The enclosed proposal is firm and irrevocable for a period of ninety days.

We look forward to presenting our solution to you in the near future.

Thank you for your time and consideration.

Sincerely,

IGM Technology Corp.

318-77 McMurrich St.

Toronto, ON M5R 3V3

1-800-419-1459

Amanda Kwist

RFP Manager

akwist@igm.technolgy

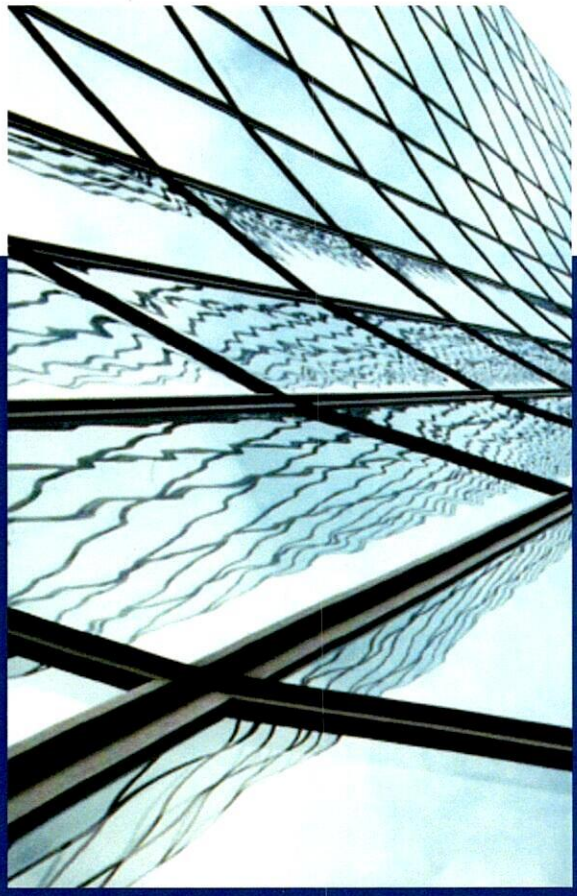
Barry Ginsburg

COO

bginsburg@igm.technology

Signature:_____

Date: January 23, 2023



Technical Proposal



License to practice in California

IGM Technology is registered with the Secretary of State and is registered to conduct business in the state of California.

IGM would be happy to provide a copy of the certification upon request.

Firm's qualifications and experience

IGM Technology was established in 2013 by a group of financial accounting software veterans that had the vision of creating a user-friendly and affordable financial reporting system. Since 2013, IGM has successfully implemented lease accounting software, budget planning, and financial reporting software for numerous public clients across North America in the governmental sector. IGM currently has approximately 100 employees. IGM has a dedicated team of 12 professionals whose main responsibility is the lease accounting module.

IGM Technology is headquartered in Toronto, Ontario Canada with engagement primarily taking place from Toronto, the work will be performed remotely .

IGM has never received any disciplinary actions, nor does it have any pending actions.

IGM's team for GASB 87 consists of accountants and tech support specialists. Our accountants have significant experience in implementing GASB 87 and will be your first point of contact for GASB 87 related questions.

The IGM Service team has an established reputation for exceptional client service. When you purchase Gravity, not only do you get a top-quality automation platform for lease management, but also you gain the support of adept financial automation specialists and GASB experts. That is, the Service department will become familiar with your teams' processes and continually look for ways to drive value, create efficiencies, and ensure you achieve the best results.

In addition to your dedicated implementation team, clients also have access to Gravity's Help Desk and unlimited on-demand training.

The IGM Services team includes a group of GASB and lease experts with more than 10 years of accounting experience that are familiar with all GASB requirements. IGM is in the process of implementing GASB 87 with several dozen governmental organizations, including counties, cities, and school districts. Our current clients manage the accounting and GASB 87 disclosures for up to 1,000 contracts. IGM also has over 100 governmental clients that use Gravity's financial reporting module for creating periodic financial reports, like the ACFR and Budget Report.

IGM has successfully implemented GASB 87 reporting solution in more than 10 Counties and Cities in California.

Partner, manager, supervisor and staff qualifications and experience

The following IGM employees would be involved in implementing and overseeing the City's lease accounting implementation and project.

Barry Ginsburg (CPA since 2010)

Experience

IGM Technology, Chief Solution Consultant (2019–present)

- Barry would be the leading consultant for this project.
- Leads the product management at the company.
- Responsible for improving the functionality, the user interface, and implementation process of the software
- Leading implementation of newest available technologies into the product
- Adding new modules into the product
- Subject matter expert on accounting and management matters

Detelix Software Solutions, Head of Analytics (2017–2019)

Ernst&Young, Senior Manager, Forensic and Integrity Services (2015–2017)

Grant Thornton, Manager, Forensic Advisory Services (2009–2015)

Education

Emory University, Goizueta Business School (May 2013)

- M.B.A., One Year Accelerated program
- Goizueta Business Fund for Excellence Scholarship Recipient

Hebrew University of Jerusalem (July 2007)

- B.B.A., Accounting

Oded Solomon

Experience

IGM Technology, VP Services (2013–present)

- Oded is responsible for leading the services team to provide exemplary service to our customers. He has hands-on implementation consulting services to ensure the successful deployment of Gravity.
- Oded has deep experience and expertise in helping IGM's clients in all aspects of Gravity, including setting up the initial structure of the report, loading data into the application, and defining advanced styles to produce extremely well-formatted report output.

IBM, Business Analyst, Product Management CDM (2010–2013)

Clarity Systems, Engineer, Pre-Sales Group – Clarity FSR (2008–2010)

Education

University of Toronto (2013–2015)

- Certificate in Business Analysis

University of Haifa, Israel (1997–2001)

- Bachelor of Arts

Tetiana Kotenko, CPA (since 2019)

Experience

IGM Technology, Project Manager, Lease Accounting of Product Management (2019–present)

- Tetiana would be the senior consultant on this project.
- Leads lease accounting software implementations at the company.
- Responsible for understanding clients needs, applying subject matter experience in lease implementation projects, and making sure that the lease module is implemented according to GASB 87 requirements

KPMG, Senior Manager, Audit (2008–2019)

Education

Kyiv National Economic University after Vadym Getman

- M.A. Accounting and Audit

Ryley Davenport

Experience

IGM Technology, Director of Solution Engineers (2020–present)

- Ryley would be the support manager for this project.
- Assists with the training of clients throughout the implementation process.
- Manages a team of accountants and designers who assist with support requests
- From written instruction to short walkthrough meetings, Ryley and his team will be there to assist you.

Pulse, Software Developer Intern (2018–2019)

Wilfred Laurier University, Campus Ambassador (2018–2020)

Wilfred Laurier University, Desk Attendant Supervisor – Customer Service (2016–2020)

Education

Laurier University (2020)

- Computer Science

Similar engagements with other government entities

In order to maintain our customer's privacy, we cannot provide a complete list of contracts.

Our team has implemented lease accounting modules GASB 87 with large and complex government entities, such as City of San Diego CA, Sacramento County CA, San Diego School District, Santa Cruz County CA, Montgomery County MD, King County WA, City of Charlotte NC and dozens of others.

IGM is the sole provider of the lease management module implementation for all contracts.

Please see references here:

Client Name and Address	Client Contact Info	Project Start and Completion Dates	Contract Description
Sacramento County 700H Street, Room 3650 Sacramento, CA 95814	Richard Wan Senior Accounting Manager wanr@saccounty.net 916-874-2674	January 2022–present	Sacramento County started using Gravity - Lease Management in early 2022 to help track and maintain the reporting requirements of GASB 87 through a competitive RFP process.
City of San Diego 202 C Street, 8th Floor San Diego, CA 92101	Karen Hernandez Principal Accountant khernandez@sandiego.gov 619-236-6708	July 2021–Present	The City of San Diego started using Gravity in 2021 through a competitive RFP process to help with the reporting requirements of GASB 87. IGM was selected for Gravity's ease of use, comprehensive data collection templates, lease disclosure creation, and out-of-the-box reports.
Santa Cruz County 701 Ocean St, Rm 150 Santa Cruz County, CA 95060	Brian Howard Accounting Manager brian.howard@santacruzcounty.us 831-454-2674	June 2020–Present	Santa Cruz County, started using Gravity in 2020 to help automate a manual reporting process for the city's comprehensive annual financial report. They also purchased Gravity - Lease Management to help with the reporting requirements of GASB 87, where the lease disclosure automatically populates into the appropriate sections of the ACFR.

Engagement quality control

All Gravity's outputs of the lease accounting module are reviewed during the process, both by senior employees and by a set of automated cross validations.

The data extracted from the contracts and entered into the system by staff accountants. All the contracts are also reviewed by a senior accountant in order to make sure that the data is correct.

The outputs of the system (Journal entries and disclosure notes) are reviewed by 2 accountants and cross-checked between them. There is also a set of comprehensive reports that show the bug picture of the lease accounting module.

Gravity's lease accounting module outputs passed audits of several state auditors of customers that adopted GASB 87 in FY2020 and FY2021 and customers that their fiscal year end is June 30 in FY22.

Reporting

Provide example of reports you prepare that allow for review of the plan in a reasonable time frame. The reports should be uniform, professional, and easy to understand. The reports should provide summary level information for the leases, detailed information on individual leases, amortization schedules, disclosure requirements, etc.

Please see some samples following of a reports created within Gravity. IGM would be happy to show more reports during the demonstration, upon request.

Demonstrate the ability to create- hoc reports as needed.

Gravity provides access to large sets of built-in reports and allows users to create customized ad-hoc reports as needed. Gravity can produce reports such as; rent-roll over, critical dates report, security deposits and much more. No additional fees will be charged for customized reports. The modifications to the reports can include adding data points, aggregations, filtering, and other functions.

NOTE 4 – LEASE RECEIVABLES

The County leases land, building, office space and equipment to third parties. As of September 30, 2020, the County's lease receivables were valued at $8,605,201 and the deferred inflow of resources associated with these leases that will be recognized as revenue over the term of the leases was $8,372,027. The lease receivables for Governmental and Business-type Activities at September 30, 2020 were as follows:

GOVERNMENTAL ACTIVITIES

Land leases - annual lease payments totaling $87,957 plus interest at a rate of 2.29%, due dates ranging from January 20, 2021 to April 12, 2049.	$5,598,174
Building and office space leases - annual lease payments totaling $53,192 plus interest at a rate of 2.29%, due dates ranging from October 1, 2020 to August 31, 2029.	546,130
Equipment leases - annual lease payments totaling $73,668 plus interest at a rate of 2.29%, due dates ranging from December 19, 2020 to May 21, 2031.	877,011
Total Governmental Activities Lease Receivables	$7,021,315

BUSINESS-TYPE ACTIVITIES

Land leases - annual lease payments totaling $13,435 plus interest at a rate of 2.29%, due dates ranging from August 26, 2021 to August 25, 2042.	$813,827
Building and office space leases - annual lease payments totaling $187,813 plus interest at a rate of 2.29%, due dates ranging from October 1, 2020 to August 14, 2028.	770,059
Total Business-type Activities Lease Receivables	$1,583,886

The payments for the lease receivables are expected to be received in the subsequent years as follows:

	Governmental Activities		Business-like Activities	
Fiscal Year	Principal	Interest	Principal	Interest
2021	$214,817	$155,934	$201,248	$33,692
2022	224,816	151,007	213,851	29,050
2023	252,229	145,544	101,062	25,364
2024	270,634	139,990	80,308	23,622
2025	290,770	133,225	83,783	21,697
2026-2030	1,606,468	557,513	333,953	81,351
2031-2035	1,275,925	402,731	211,649	55,614
2036-2040	1,802,905	229,424	293,017	27,700
2041-2045	737,105	71,894	65,015	1,340
2046-2050	345,646	12,276	-	-
	$7,021,315	$1,999,538	$1,583,886	$299,430

Lease Number	Department Name	Customer Name	Fund	Allocation Percent	Asset Type	Lease Commencement Date	End Date Including Options	Lease Payment Amount	Annual Payments Number	Discount rate	Period start Lease Receivable
OE-0001	Growth Management Department-South	Customer Name1	495	100.00%	Buildings	2013-07-01	2023-06-30	$1,729.40	12	2.29%	$74,677.18
OE-0002	Growth Management Department-South	Customer Name2	495	100.00%	Buildings	2019-09-01	2028-08-14	$5,059.17	12	2.29%	$518,513.85
OE-0003	Growth Management Department-South	Customer Name3	495	100.00%	Buildings	2012-12-01	2022-12-01	$11,841.67	12	2.29%	$434,973.19
OE-0004	Public Services Department	Customer Name4	111	100.00%	Land	2011-03-05	2041-03-04	$40,000.00	1	2.29%	$1,697,101.31
OE-0005	Public Services Department	Customer Name5	1	100.00%	Buildings	1994-09-06	2021-03-31	$1,399.51	12	2.29%	$24,790.36
OE-0006	Public Utilities Department	Customer Name6	1	100.00%	Equipment	2001-05-22	2031-05-21	$20,000.00	1	2.29%	$496,963.01
OE-0007	Public Utilities Department	Customer Name7	101	100.00%	Land	2018-03-23	2048-03-22	$1,000.00	1	2.29%	$20,743.92
OE-0008	Public Utilities Department	Customer Name8	188	100.00%	Buildings	2005-01-01	2029-08-31	$30,000.00	1	2.29%	$579,421.35
OE-0009	Public Utilities Department	Customer Name9	111	80.00%	Land	2019-04-13	2049-04-12	$41,472.00	1	2.29%	$1,350,307.76
OE-0009	Public Utilities Department	Customer Name10	111	20.00%	Land	2019-04-13	2049-04-12	$10,368.00	1	2.29%	$337,576.94
OE-0010	Public Utilities Department	Customer Name11	111	80.00%	Land	2018-01-20	2043-01-19	$38,400.00	1	2.29%	$1,021,421.04
OE-0010	Public Utilities Department	Customer Name11	111	20.00%	Land	2018-01-20	2043-01-19	$9,600.00	1	2.29%	$255,355.26
OE-0011	Public Utilities Department	Customer Name13	111	20.00%	Land	2017-08-26	2042-08-25	$8,000.00	1	2.29%	$206,727.47
OE-0011	Public Utilities Department	Customer Name13	408	80.00%	Land	2017-08-26	2042-08-25	$32,000.00	1	2.29%	$826,909.87
OE-0012	Public Utilities Department	Customer Name15	111	20.00%	Land	2017-05-27	2042-05-27	$6,000.00	1	2.29%	$152,948.21
OE-0012	Public Utilities Department	Customer Name16	111	80.00%	Land	2017-05-27	2042-05-27	$24,000.00	1	2.29%	$611,792.83
OE-0013	Public Utilities Department	Customer Name17	188	100.00%	Land	2000-08-01	2030-07-31	$2,726.63	1	2.29%	$24,213.51
OE-0014	Public Utilities Department	Customer Name18	111	100.00%	Equipment	2003-12-19	2028-12-18	$25,000.00	1	2.29%	$448,486.66
OE-0015	Growth Management Department-South	Customer Name19	495	100.00%	Land	2019-01-01	2048-12-30	$2,448.00	1	2.29%	$52,328.40

Current Lease Recievable	Current Year Interest	Current Year Payment	Non Current Lease Receivable	Current Year Deferred Inflow Amortization	Next Year Deferred Inflow Amortization	Year End Deferred Inflow	Next Year Receivable	Non Current Receivable Year End	Total Lease Receivable Year End	Special Lease classification
$19,295.08	$1,457.72	$20,752.80	$55,382.09	$19,964.83	$19,910.28	$54,712.35	$19,741.13	$35,640.96	$55,382.09	Regulated
$49,555.34	$11,154.67	$60,710.00	$468,958.51	$58,554.79	$58,394.80	$459,959.06	$50,851.74	$418,106.78	$468,958.51	None
$133,872.19	$8,227.85	$142,100.04	$301,101.00	$137,478.57	$137,102.95	$297,494.62	$136,961.72	$164,139.28	$301,101.00	None
$23,895.46	$38,157.67	$62,053.13	$1,673,205.85	$79,368.65	$79,151.80	$1,617,732.66	$27,693.69	$1,645,512.16	$1,673,205.85	None
$16,432.93	$361.19	$16,794.12	$8,357.44	$16,557.07	$8,233.30	$8,233.30	$8,357.44		$8,357.44	None
$31,071.44	$11,065.54	$42,136.98	$465,891.57	$42,787.22	$42,670.31	$454,175.79	$33,513.85	$432,377.72	$465,891.57	None
$535.63	$464.37	$1,000.00	$20,208.29	$729.96	$727.96	$20,013.96	$549.21	$19,659.08	$20,208.29	None
$41,648.95	$12,379.36	$54,028.31	$537,772.40	$58,533.87	$58,373.94	$520,887.48	$44,834.11	$492,938.29	$537,772.40	None
$12,163.95	$30,552.21	$42,716.16	$1,338,143.81	$45,815.58	$45,690.40	$1,304,492.18	$13,823.34	$1,324,320.47	$1,338,143.81	None
$3,040.99	$7,638.05	$10,679.04	$334,535.95	$11,453.89	$11,422.60	$326,123.05	$3,455.84	$331,080.12	$334,535.95	None
$15,556.89	$22,843.11	$38,400.00	$1,005,864.15	$43,919.18	$43,799.19	$977,501.86	$15,975.54	$989,888.61	$1,005,864.15	None
$3,889.22	$5,710.78	$9,600.00	$251,466.04	$10,979.80	$10,949.80	$244,375.46	$3,993.88	$247,472.15	$251,466.04	None
$3,270.71	$4,729.29	$8,000.00	$203,456.76	$9,045.10	$9,020.39	$197,682.37	$3,358.73	$200,098.03	$203,456.76	None
$13,082.83	$18,917.17	$32,000.00	$813,827.04	$36,180.40	$36,081.54	$790,729.47	$13,434.90	$800,392.13	$813,827.04	None
$3,096.00	$3,460.36	$6,556.36	$149,852.21	$6,764.84	$6,746.36	$146,183.37	$3,374.85	$146,477.36	$149,852.21	None
$12,383.99	$13,841.45	$26,225.45	$599,408.83	$27,059.36	$26,985.42	$584,733.47	$13,499.39	$585,909.44	$599,408.83	None
$2,180.94	$545.69	$2,726.63	$22,032.57	$2,239.61	$2,233.49	$21,973.90	$2,232.42	$19,800.15	$22,032.57	None
$37,366.82	$9,457.71	$46,824.53	$411,119.84	$48,751.45	$48,618.24	$399,735.22	$40,154.53	$370,965.31	$411,119.84	None
$1,288.32	$1,159.68	$2,448.00	$51,040.08	$1,792.61	$1,787.71	$50,535.80	$1,320.99	$49,719.09	$51,040.08	Regulated

Lease ID	Asset Type	Lease Commencement Date	End Date Including Options	First Payment Date	Last Payment Date	Annual Payments Number	Payment Timing	Discount rate	Funds type	Fund	Cost Center	Function
EE-0001	Equipment	2019-11-01	2024-10-31	2019-11-01	2024-10-01	12	Beginning	1.55%	Proprietary funds	518	121630	590
EE-0002	Buildings	2004-05-01	2034-04-30	2004-05-01	2009-04-01	12	Beginning	1.93%	Proprietary funds	490	144610	526
EE-0003	Buildings	1994-10-01	2034-09-30	1994-10-01	2024-09-01	12	Beginning	1.93%	Proprietary funds	490	144505	526
EE-0004	Equipment	2011-09-01	2031-08-31	2011-09-01	2016-08-01	12	Beginning	1.93%	Governmental funds	188	140480	525
EE-0005	Equipment	2008-08-01	2028-08-31	2008-08-01	2013-08-01	12	Beginning	1.59%	Governmental funds	188	140480	525
EE-0006	Equipment	2008-08-01	2028-08-31	2008-08-01	2013-08-01	12	Beginning	1.59%	Governmental funds	188	140480	525
EE-0007	Equipment	2003-07-01	2033-06-30	2003-07-01	2023-06-01	12	Beginning	1.51%	Governmental funds	188	140480	525
EE-0008	Equipment	2008-03-01	2025-08-14	2008-03-01	2010-08-01	12	Beginning	1.51%	Governmental funds	188	140480	525
EE-0009	Equipment	2003-06-15	2025-05-31	2003-06-15	2005-05-01	12	Beginning	1.51%	Governmental funds	188	140480	525
EE-0010	Equipment	2015-10-01	2025-05-31	2015-10-01	2025-05-01	12	Beginning	1.51%	Governmental funds	188	140480	525
EE-0011	Equipment	2011-12-01	2036-11-30	2011-12-01	2016-11-01	12	Beginning	1.93%	Governmental funds	188	140480	525
EE-0012	Equipment	2018-02-01	2029-06-23	2018-02-01	2019-06-01	12	Beginning	1.59%	Governmental funds	188	140480	525
EE-0013	Equipment	2018-10-01	2026-05-01	2018-10-01	2021-05-01	12	Beginning	1.51%	Governmental funds	188	140480	525
EE-0014	Land	2018-07-23	2021-09-30	2018-07-23	2021-09-01	12	Beginning	1.56%	Governmental funds	111	110409	539
EE-0016	Buildings	2018-08-01	2021-07-31	2018-08-01	2020-07-01	12	Beginning	1.56%	Governmental funds	186	138324	559
EE-0017	Buildings	2015-10-02	2025-09-30	2015-10-02	2020-10-01	12	Beginning	1.73%	Governmental funds	7	138761	559
EE-0018	Buildings	2019-07-01	2020-09-30	2019-07-01	2020-09-01	12	Beginning	1.73%	Governmental funds	7	138761	559

Department Name	Percent	Beginning Lease Liability	Beginning Lease Asset
Administrative Services Department	100.00%	$16,192.44	$16,192.44
Administrative Services Department	100.00%	$328,582.12	$328,582.12
Administrative Services Department	100.00%	$138,985.36	$138,985.36
Administrative Services Department	100.00%	$141,492.80	$141,492.80
Administrative Services Department	100.00%	$90,420.51	$90,420.51
Administrative Services Department	100.00%	$90,420.51	$90,420.51
Administrative Services Department	100.00%	$1,071,010.91	$1,071,010.91
Administrative Services Department	100.00%	$179,369.13	$179,369.13
Administrative Services Department	100.00%	$45,661.19	$45,661.19
Administrative Services Department	100.00%	$63,599.52	$63,599.52
Administrative Services Department	100.00%	$197,153.20	$197,153.20
Administrative Services Department	100.00%	$487,363.49	$487,363.49
Administrative Services Department	100.00%	$229,316.67	$229,316.67
Growth Management Department-South	100.00%	$15,465.00	$15,465.00
Corporate Business Operations	100.00%	$63,286.54	$63,286.54
Corporate Business Operations	100.00%	$1,313,739.51	$1,313,739.51
Corporate Business Operations	100.00%	$4,909.07	$4,909.07

Scope of Work

a) Provide Lease Accounting & Management Software with the following capabilities:

- Adheres to all accounting requirements under GASB 87, including the recognition and accounting for the deferred inflow of resources and the lease receivable

Yes. Gravity's lease management module was developed to address the requirements of GASB 87 and adheres to GASB 87 the requirements. Gravity's lease accounting module provides an out-of-the-box solution for lessee and lessor accounting, which includes accounting for the recognition of deferred inflows and lease receivable and their subsequent accounting.

- Allows for balances to tie from high level disclosures to detailed reports, individual leases, and amortization schedules.

Yes. Gravity provides a full out-of-the-box set of disclosure reports that address the disclosure requirements of GASB 87. Gravity's reports start on the lease component level, including all details of the amortization schedule, and then data can be easily aggregated, filtered, and sorted.

- Calculates the journal entries needed to transition existing leases to the new accounting standard, including the present value of the lease to be reported.

Yes. Gravity has an out-of-the-box set of inception journal entries, which include journal entries for the lessee side for both governmental and proprietary funds and journal entries for the lessor side. Those journal entries include the present value of the future payments to be received/paid.

- Appropriately accounts for lease modifications by prospectively adjusting the lease liability and asset.

Yes. Gravity accounts for lease modifications by adjusting the payment schedules, creating the adjustment journal entry and recording profit/loss if needed. Gravity also saves the previous payment schedules and enables users to see a full audit trail for all modifications that were made to the lease template. Gravity also takes into account the current CPI adjusted payment when calculating the new present value of the receivable/payable.

- Automatically generates the journal entries related to modifications and other reassessment events that require remeasurements of the lease liability.

Yes. Each lease modification is recorded in Gravity and a journal entry is created automatically based on the change that was made.

- Handles lease actions required under GASB 87 (i.e. modify, terminate, renew, and impair).

Yes. Gravity has the ability to re-measure assets, liabilities, and amortization schedules for terminations, modifications, extensions, and other changes in the lease terms. Any change will lead to an automated journal entry that will update the lease asset, lease liability and, if needed, recognition of profit/loss due to the change.

- Tracks lease history and provides an audit trail for any lease changes.

Yes. Gravity provides a full audit trail to every change made in the data. The audit trail includes who made the change, what was changed, and when the change occurred. Users can access the audit trail at any time to review all changes made. Gravity also provides a clear audit trail of all changes made to its data model. As new data files are loaded into Gravity, prior versions are retained to provide a clear history of all data loaded into the application. Also, with Gravity it is easy to revert back to a previously saved version of the document.

- Properly accounts for payments that are fixed versus variable.

Yes. Gravity enables users to manage the different types of payments using different templates. For the fixed payments, Gravity creates payment schedules. For variable payments, Gravity enables users to enter those payments and create a GASB 87 disclosure accordingly.

- Provides reports for account balance reconciliations.

Yes. Gravity offers a unique reconciliation platform that enables users to reconcile between the expected payment schedules that were created in Gravity's lease accounting module and the AP/AR subledgers of ERP systems. The module enables users to create correct journal entries and post cash-based journal entries based on actual payments and receipts. This module can also help the City to improve the collection process from tenants.

- Provides standard reports to address the disclosure requirements of GASB 87.

Yes. Gravity provides a full out-of-the-box set of disclosure reports that address the disclosure requirements of GASB 87. Gravity is unique by providing a full set of formatted disclosures notes.

- Provides comparative financial statements required under the GASB 87 transition guidance.

Yes. Gravity has the ability to provide comparative reports according to GASB 87 transition guidance.

- Provides an opening balance sheet report for all former operating leases that are recorded on the Statement of Net Position under GASB 87.

Yes. Gravity has the capability to provide an opening balance sheet report for all former operating leases.

- Provides continuing disclosure requirements.

Yes. Gravity provides a full out-of-the-box set of disclosure reports that address the disclosure requirements of GASB 87 for the year of GASB 87 implementation and for the following years.

- Prepares the details of the lease agreement to be included in the notes to the financial statements, including a schedule of future lease payments, if applicable.

Yes. Gravity provides full out-of-the-box disclosure notes that can be incorporated into the ACFR, including the schedule of the future lease payments.

- Provides appropriate system security controls.

Yes. Gravity's security model ensures only authorized users can view and/or edit the appropriate data. Gravity provides a three-tiered security model:

1. Application-level security
2. Report-level security
3. Data-level security

Each user can receive permissions either on a personal basis or on a group basis. Each group can have different permissions for each stage of the workflow. Permissions in Gravity are designed in a way that a permission has to be granted actively.

Gravity provides the highest level of security to ensure that your data and reports are fully protected.

b) Provide assistance implementing the new Lease Accounting & Management Software and GASB 87, including, but not limited to:

- Determine the required disclosures, reports, journal entries, and outputs necessary to comply with legacy GASB statements and GASB 87, including identifying any journal entry adjustments required to implement GASB 87 through Fiscal Year 2021- 2022.

Yes. Gravity features a full out-of-the-box set of GASB compliant journal entries and disclosure notes. The set of journal entries also includes the inception journal entries that should be posted as of Jan 1, 2022 in order to record the lease assets and liabilities, and the deferred inflow of resources as of the first date of GASB 87 implementation.

- Review the details of each lease contract; assess all leases greater than twelve months (and shorter than twelve months, if an option to extend is provided); review other agreements not currently classified as a lease that may require reporting as a lease under GASB 87.

The IGM Technology consulting team evaluates lease contracts for the following details when engaged in data extraction and data entry to help classify and process lease contracts on behalf of our clients. The data extraction covers the relevant data in the contract and other documents and includes also the following data points:

- Critical Dates, such as contract start dates and end dates
- Extension, termination and sale options
- Changes in the periodical lease fees
- Constant payments and variable payments
- Conditional payments

For each payment that was identified, IGM's accountants evaluate whether the payment is a separate component and if it should be measured as a lease or non-lease component and whether the payment is constant or variable.

IGM's Lease accountants are skilled at evaluating contracts based on materiality and can attach justification to support rationale of inclusion or exclusion within Gravity. Gravity allows the application of a materiality threshold on a specific lease or a group of assets. Gravity has a materiality threshold that can be modified and can classify contracts as material or immaterial.

The IGM Team can provide a list of all contracts which meet the GASB 87 standard and should be reported on.

During this process the team will determine the lease term and calculate lease liability/assets and determine receivable/deferred inflow needed to support Outagamie's Lease Disclosure.

IGM Team will help to assist the City to create a repeatable process in tracking and reporting new contracts. This will be covered in one of the IGM Training sessions, teams can also reach out to customer support for additional assistance as new leases are received and need to be accounted for.

- If the contract has both lease and non-lease components (i.e. maintenance agreements), separate the lease components from the non-lease components, and treat as separate contracts.

Yes. Gravity enables users to manage the different types of payments using different templates. For the fixed payments, Gravity creates payment schedules. For variable payments, Gravity enables users to enter those payments and create a GASB 87 disclosure accordingly.

- If the contract has multiple underlying assets with different lease terms:
  - Treat each underlying asset as a separate component (lessor and lessee) and allocate the contract price to each component based on professional judgment and reasonableness.
  - Use the price for each component in the contract, or stand-alone prices for similar assets.
  - If unable to determine an allocation, treat as a single-lease unit.

Yes. Gravity is a component-based system where contracts can be treated as a single-lease unit or split between components, as required by GASB 87.

- Determine the interest rate charged by the lessor in the agreement, if known (it may be implicit in the lease). Otherwise, an estimate of the interest rate the lessee would be charged to finance the lease is acceptable.

Yes. In cases that the rate is stated in the agreement, this rate can be used as the discount rate. Gravity also enables the users to set the discount rate based on the treasury rates on a contract-by-contract basis.

- Create and run reports that will need to be compared to our Accounts Payable reports to ensure all payments have been paid, the correct amounts have been paid, and allocation of payments and direct and indirect or variable expenses have been applied.

Yes. Gravity's reports start on the lease component level, including all details of the amortization schedule, and then data can be easily aggregated, filtered, and sorted.

- If certain agreements aren't subject to GASB 87 and will not be uploaded to the Lease Accounting Software, document rationale.

Yes. Gravity's lease accounting platform utilizes spreadsheets on the cloud as its main user interface. The users can document any considerations regarding the sorting of the leases and also attach supporting documents to the spreadsheet.

- Obtain applicable data from leases/agreements and populate the new Lease Accounting Software.

Gravity provides data entry spreadsheets and templates for entering data. The users extract the data from the contracts and enter it into Gravity. Alternatively, IGM's lease accountants can manually enter the current leases for a fee. Please refer to our Pricing Form for details.

- Review with staff typical leases and business areas that fall within GASB 87 and potential types of leases that are required under GASB 87 that may have potential qualifying lease arrangements.

Yes, IGM accountants will review lease contracts to ensure that they are classified correctly.

- Review all lease contracts and document approach to determine the lease eligibility under GASB 87.

Yes, the Service department will become familiar with your teams' processes and continually look for ways to drive value, create efficiencies, and ensure you achieve the best results. The IGM Services team includes a group of GASB and lease experts with more than 10 years of accounting experience that are familiar with all GASB requirements.

- Provide a comprehensive list of all contracts reviewed and indicate whether they meet the GASB 87 definition for lessee/lessor and provide reason and documentation to support the decision.
    - For leases that meet the GASB 87 definition, gather and include in the list key data and information to determine, at minimum, the lease term, payment term, calculated lease liability/asset and deferred outflow/inflow for GASB 87 calculations.

Yes, IGM will review all contracts and indicate to the City whether they meet the GASB 87 definition with justification as to how they reached the conclusion.

- Provide a master schedule summarizing the calculation and other relevant information used to determine the value for each lease including prior year expense, current year expense and remaining life expense.

Yes. Gravity's lease accounting platform utilizes spreadsheets on the cloud as its main user interface. The users can document any considerations regarding the sorting of the leases and also attach supporting documents to the spreadsheet.

- Prepare and provide the appropriate journal entries for the year end implementation of GASB 87 (fiscal year 2021/2022- including current year and prior years restatement entries) and foot disclosures for the annual comprehensive financial report.

Yes, Gravity enables users to create payment schedules, journal entries and disclosure notes that can be incorporated into your financial statement or ACFR.

- Develop matrix to track leases going forward and provide ability for finance staff to maintain and use a tool for year end journal entries/accruals.

Yes. Gravity can be used to track all types of leases. Furthermore, Gravity enables users to create managerial reports and notifications about key dates (renewals, options expiries, etc.). Those dates include contract end data, extension options, start/end dates, cancellable period start date, etc.

- Assist in developing on-going process and controls to maintain the lease inventory and accounting and reporting process.

Yes, Gravity can be used to track all types of leases, including those that are out of the scope of GASB 87, such as short-term leases and rolling leases.

- Respond to the city's follow-up audit questions and provide additional information as needed to complete GASB 87 lease accounting and disclosures during the fiscal year 2021/2022 audit.

Yes, IGM will assist as needed with the City's auditor questions. Furthermore, Gravity supports optional read-only access for auditors or others who do not require the ability to edit or enter data. IGM can also provide, upon request, the calculations that were used for creating the payment schedules. IGM can share the calculations methodology with the auditor.

c) Provide training and on-going support, including, but not limited to:

- Provide training to City staff on how to use new Lease Accounting Software.

IGM provides training and training materials for all users of the system as part of the implementation. The training includes online training sessions. On-site training can be provided upon request. Training materials will be provided during the training sessions and will include user manuals and best practices for using the system. System documentation and training materials are updated and distributed according to the updates made to the system. The system also includes a comprehensive, searchable knowledge base that provides users with documentation and instructions on all of the functions of Gravity.

IGM provides full technical and system support during the contract, to all the active users in the system. During the initial implementation phase, IGM's project team provides ongoing support until the system is fully configured and the milestones of the implementation phase have been achieved.

After the implementation process has been completed, IGM will provide full support to address any questions or concerns that the City may have while using Gravity. IGM's team provides support through phone, email, and scheduled conference calls. Tickets are opened automatically in Gravity's support system by sending an email to a dedicated support email address.

The City will have a dedicated support contact.

- Work with Accounting Supervisor to detail all accounting changes (e.g. how reported debt may increase by the present value of the future lease payments).

Gravity's automated amortization schedules include the calculation of starting and ending lease liability for each month of the amortization schedule at the individual lease level.

- On a go-forward basis, assist with upload of new leases / revised lease terms, as required.

IGM is confident that with the ease of use of our system, the City will be able to upload new leases. However, IGM is also providing additional service of uploading new leases on an ongoing basis at $50/ lease contract or amendment of a contract.

d) Present a project approach and schedule that meets the City's term of service and time for completion, including:

- Work shall be completed within 60 days of authorization to proceed or based on a mutually agreed upon schedule.
- Services will commence immediately within 10 days of contract execution or on such other schedule as may be mutually agreed to with the City.
- Commitment to meet all deadlines for all activities and documents.
- Commitment to work closely with the City Controller Department.

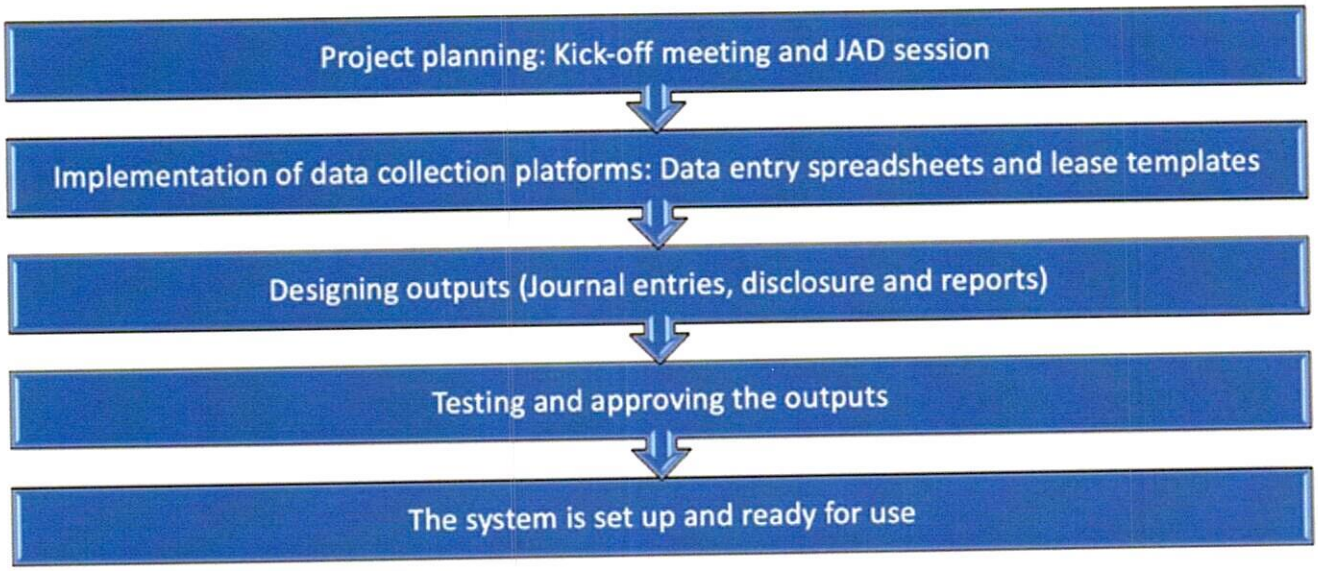
IGM's project approach is to provide a full package of software and services in order to make sure the City is compliant with GASB 87 requirements. IGM's team will lead you all the way from setting up the initial data collection spreadsheets to, through reviewing the contracts, and to GASB 87–compliant journal entries and disclosure notes.

IGM commits to having the work completed within 60 days of authorization, or based on a mutually agreed upon schedule. Service will commence within 10 days of contract execution, or alternatively as mutually agreed. IGM is committed to meeting all deadlines set out by the City and will work closely with the Finance Department to ensure high quality results and full customer satisfaction. IGM will make all the necessary efforts to complete the work in a timely manner, however, sufficient cooperation from the City will be required in order to finish the project on time.

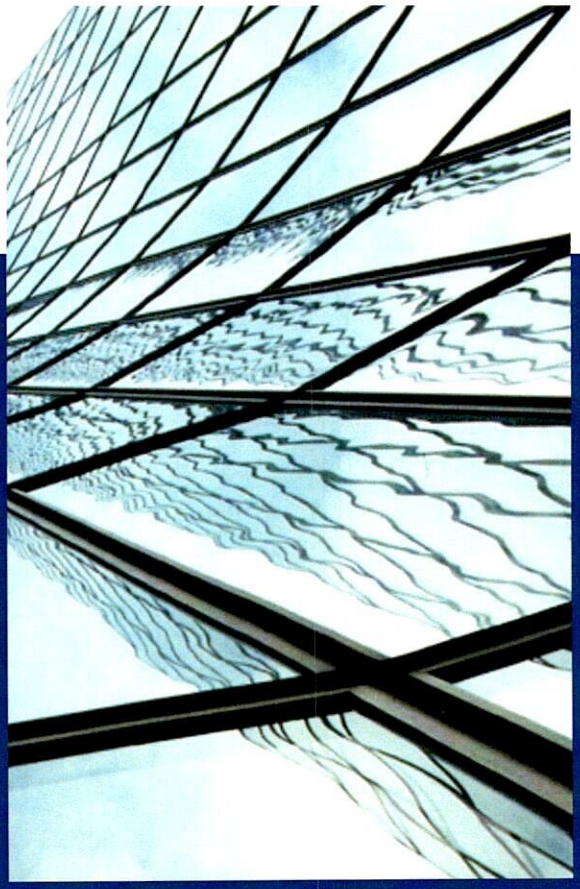
IGM's approach is providing a holistic solution to the challenge of managing lease accounting at the City. Gravity enables users to manage all types of leases, regardless of whether or not they are in GASB 87 scope, and provides a full solution for the outputs of the system.

Gravity also provides users a unique feature that enables them to get designed and structured disclosure notes, so the export to the reporting software will be easily incorporated into the City's ACFR.

Please review below the main project steps:



Cost Bid





APPENDIX A

SUMMARY OF PROFESSIONAL FEES AND EXPENSES FOR LEASE ACCOUNTING AND MANAGEMENT SOFWARE REPORTING OF CITY OF COMPTON

Standard quote for the Services as described under "**Scope of work to be performed**" section of the request for proposals.

	Total Hours	Hourly Rate US $	Amount US $
Partners Managers Supervisory Staff Staff Other (specify)	N/A	N/A	N/A
Subtotal:	N/A	N/A	N/A
Out of Pocket Expenses: Transportation Other	N/A	N/A	N/A
Total All-Inclusive Maximum Price for the Services:			$16,000* for the first year of services

*IGM provides a software as a service, we will provide consulting services to implement the software, please see the included price proposal for a breakdown of the associated fees as well as optional services.

Note: The above quotes represent the total all-inclusive maximum prices for the services. The Proposer warrants that all costs have been considered and included in the above quotes.

Price Proposal

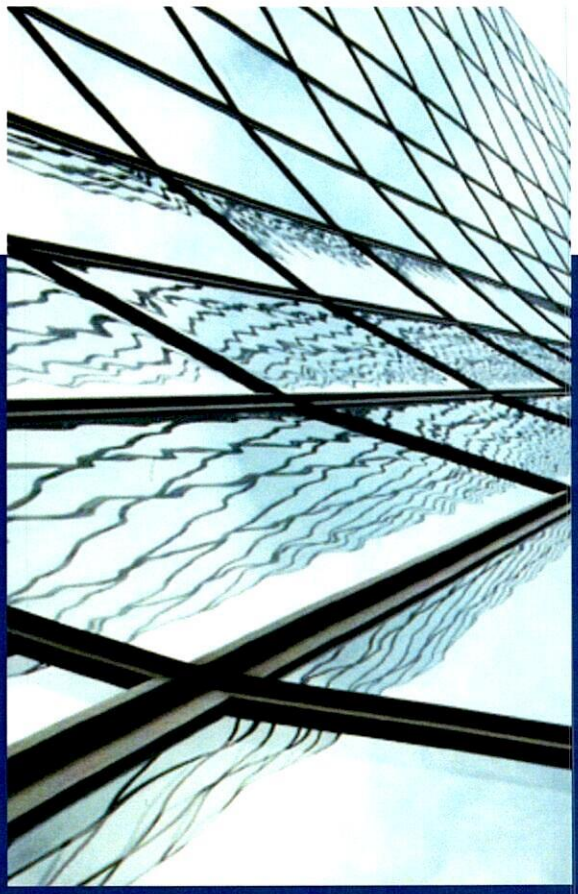
Pricing Model	Price	Comments
Gravity - Lease Management Annual Rate	**$8,500**	Access for one year. Includes ongoing GASB 87 hosting reporting solutions and services, which includes software licenses for up to 5 named users, software maintenance, training, support, updates, and upgrades throughout the standard licensing term.
One-Time Cost:		
Gravity - Lease Management Implementation	**$7,500**	Includes professional services implementation (including initial data migration, project management, customization, interfacing, and conversion), all initial training, and direct implementation support until go-live. Additionally, this prices includes review, classification and data extraction services for up to 40 contracts.
Optional Pricing:		
Gravity - AP/AR Reconcliation* One time fee	**$5,000**	Includes full setup of the reconciliation template and connection to the journal entries.
Gravity - ERP Integration* Annual Rate	**$1,500**	Includes full implementation of the module, setting up batch upload ETL for data from the ERP system, and setting up the reconciliation template and journal entries.
Gravity - Debt Management* Annual Rate	**$3,000**	Access for one year. Includes debt management services, software maintenance, training, support, updates, and upgrades throughout the standard licensing term.*
Gravity - Debt Management Implementation* (one-time fee)	**$3,000**	Includes professional services implementation (including initial data migration, project management, customization, interfacing, and conversion), all initial training, and direct implementation support until go-live.*

All prices are in USD.

The maximum annual percentage increase on software services is 5%.

IGM believes in pricing transparency, no additional hourly fees are expected.

*Valid only if IGM's Lease Management module is also being implemented.



Additional Requirements



Additional Requirements

If proposed solution is based on a cloud service:

i. The cloud service shall be available twenty-four (24) hour per day, 365/366 days per year with a monthly availability average of 99.99% (excluding agreed- upon maintenance downtime);

Yes, Gravity is available twenty-four hours a day, 365 days per year. IGM is committed to a 99.9% uptime as referenced in our SaaS agreement.

ii. City data shall be available twenty- fours per day, 365/366 days per year with a monthly availability average of 99.99% (excluding agreed- upon maintenance downtime);

Yes, as referenced above, Gravity and the City data is committed to 99.9% availability.

iii. Proposer is able to certify that the sufficiency of it security standards, tools, technologies and procedures in providing the cloud service will meet statement on standards for attestation engagement (SSAE) 18 service organization controls (SOC) 2 Type II audit results, and comply with applicable with applicable industry standards and guidelines, including but not limited to relevant security provisions of the payment card industry (PCI) Data Security Standard (PCIDSS) including the PCI/DSS Cloud computing Guidelines;

Yes. IGM has SOC2 certification and is certified annually. IGM would be happy to provide the most recent SOC2 report to a designated contact upon request.

iv. Proposer shall have a high-availability and a redundant environment;

Yes, IGM has a robust business continuity plan that includes backups in alternate locations of Google data centers in the United States. In case a data center is catastrophically damaged, Gravity will be able to switch its operations to another data center, based on the latest backup of the system.

v. Proposer shall have a reasonable physical security environment;

IGM performs all work remotely. Data is hosted on the Google Cloud Platform (GCP) - the most trusted cloud platform on the market. The data centers are protected with several layers of security to prevent any unauthorized access to your data. GCP uses secure perimeter defense systems, comprehensive camera coverage, biometric authentication, and a 24/7 guard staff.

vi. Datacenters with encrypt all city data while in route to and from the datacenter (in motion) using secure transfer methods (e.g., Secure sockets layer, Transport layer Security), and while stored in the datacenter (at rest); and

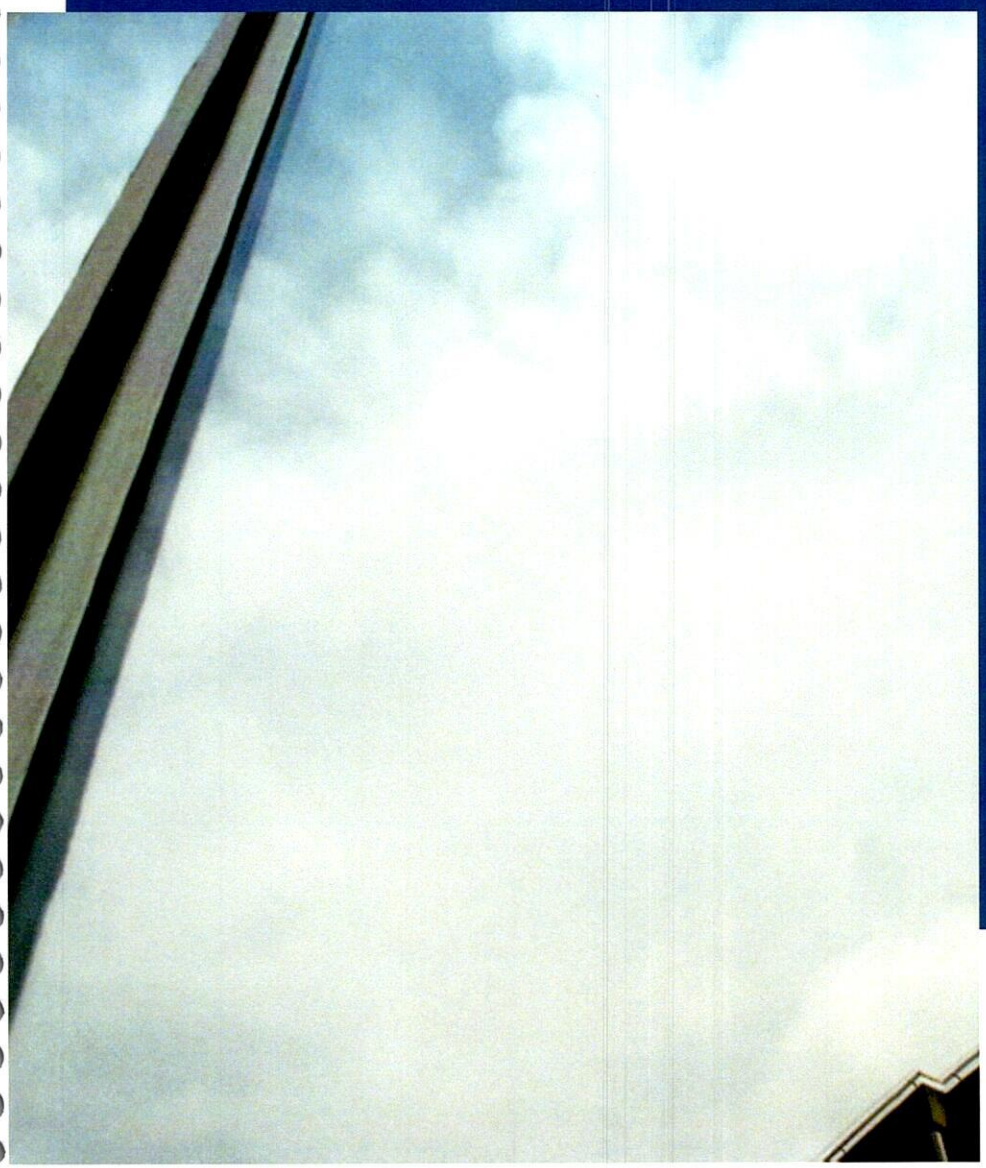
Yes, all data within Gravity is encrypted at rest and in transit to further ensure the confidentiality of our clients' data.

vii. The physical Location of service provider's data center where city data is stored should be within the continental United States (Conus), and City data should not be Transmitted, processed or stored outside of Conus.

Yes, IGM uses GCP to host our application assets (application, networks, and databases). The solution is hosted at an Iowa data center, but is distributed for redundancy and failover purposes to Eastern and Western United States data centers located in Virginia, South Carolina, and Oregon. Our data never leaves the United States.

Guarantees and Warranties





APPENDIX B

PROPOSER GUARANTEES

The proposer certifies that it can and will provide and make available, all services and reports, within the time frame set forth under the "**Scope of work to be performed**" and "**Time requirements"** sections of the request for proposals.

Signature of Official _____

Typed Name Barry Ginsburg

Title COO

Firm Name IGM Technology Corp

Date January 23, 2023

APPENDIX C

PROPOSER WARRANTIES

A. Proposer warrants that it will obtain an Errors and Omissions insurance policy providing a prudent amount of coverage for willful or negligent acts or omissions of any officers, employees, or agents thereof.

B. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the express prior written permission of the City of Compton.

C. Proposer warrants that all information provided in connection with this proposal is true and accurate.

Signature of Official _____

Typed Name Barry Ginsburg

Firm Name IGM Technology Corp

Date January 23, 2023

June 20, 2023

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

FROM: **CITY CONTROLLER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A MULTI-YEAR AGREEMENT AND ISSUE A PURCHASE ORDER TO CIVIX FOR LEASE ACCOUNTING STANDARD IMPLEMENTATION SERVICES ($57,842.23)**

SUMMARY

Adoption of the attached resolution will authorize the City Manager to accept the proposal, execute an agreement, and establish a purchase order to Civix for Lease Accounting Implementation Software Services for an amount of Fifty-Seven-Thousand Eight-Hundred-Forty-Two Dollars and Twenty-Three Cents ($57,842.23).

BACKGROUND

The City is required to implement GASB 87 which is a recent Governmental Accounting Standards Board (GASB) accounting pronouncement which changes the way that local governments must account for and report all leases (regardless of whether the City is either a Lessee or Lessor). The new GASB 87 accounting standard requires that the right to use an asset through a lease agreement be recognized as an asset of the City itself. It prescribes a complex valuation method for the asset value. It also requires the reporting of lease-option dates and reporting the likelihood that the City will exercise the lease-options as well. This accounting pronouncement is due for implementation by the City by the Fiscal Year 2021-2022 Audit report completion date.

In order to fully implement this accounting standard and to continue to properly maintain sufficient organization, accounting, and reporting for its leases moving forward, the City must go through a process to review all active leases where the City is Lessor or Lessee. Additionally, complex present-value calculations must be performed in a timely manner in order to properly implement the accounting standard by the necessary due date. At this time, the City does not have sufficient qualified staff to perform the technical tasks necessary to properly implement this new accounting standard by the needed time.

Further, the City received audit finding # 2014-048, #2014-116B, and #2018-028 in it's Single Audit Report of FY2018, which has rolled forward to its FY2020 Single Audit Report, which reads as follows:

2014-048 – Internal Control over Accounts Receivable (SD)

> ***Recommendation:*** *The City should track business licenses, rents and leases, and other miscellaneous reoccurring revenue to ensure timely collection. The City should also utilize its accounting system's accounts receivable module. It will allow the City to review, reconcile, and monitor its accounts receivable balances throughout the fiscal year for financial reporting and budgeting purposes.*
>
> ***2014-116B – Information (SD)***
>
> ***Related Finding(s):*** *SCO Finding 15, 16*
>
> ***Recommendation:*** *We recommend that the City assign a higher priority to, and direct more resources towards completing, its audited financial statements by the deadline of no later than six months after fiscal year-end.*
>
> ***2018-028 – Accrued Liabilities (MW)***
>
> ***Recommendation:*** *The City should implement and maintain procedures to identify and record accrued liabilities. This may require additional software or training on the use of current software.*

These findings are shown in the Fiscal Year 2019-2020 Single Audit which is available on the City's website. These audit findings exhibit the City's need to proactively apply professional and qualified expertise so that accounting records can be properly maintained.

Failure to timely and accurately implement this accounting pronouncement in time for the delivery of the FY2021-2022 Financial Statement Audit report will directly translate to an additional auditor qualified opinion (meaning that certain figures presented are deemed by the auditor as unreliable or inconsistent with the way that other cities are reporting them) that will be placed on the City's audited financial statements. An auditor qualified opinion will reduce City opportunities for outside financing as well as have other detrimental effects.

Additionally, the State of California State Auditor's Department issued an Audit report to the City in October of 2022. This report had findings and recommendations for various areas of improvement needed for the City. One of the recommendations included in this report was (on page 6 of the report) the following,

> *"By December 2024, Compton should resolve all of the audit findings it has received that predate its fiscal year 2020-21 audited financial statements and any findings from subsequent audit reports, including findings related to improving financial controls."*

In order to proactively remedy the State of California's Auditor's recommendation above, it is imperative that the City obtain the necessary resources to implement GASB 87 timely and accurately, otherwise more audit findings and a qualified opinion will be received.

STATEMENT OF THE ISSUE

In order to remain in compliance with the State of California Auditor's October 2022 recommendations for the deliverable of a catching up on all audits and removing all audit findings, City staff has issued a request for proposal on January 11, 2023. The request for proposal (RFP) was published in the Compton Bulletin, City website, and on the California Society of Municipal Finance Officer (CSMFO)'s RFP website, which is a website frequently reviewed by vendors who provide financial services to municipalities and local governments within California.

The RFP yielded four responses. The candidates were Civix, Visual Lease LLC, IGM Technology, and Lease Query. A total of four City staff interviewed the candidates and rated them. The candidate with the highest rating was Civix, which was given based on the candidate's cost proposal, time needed to provide the deliverables, and firm qualifications. A listing of candidates, their ranking, and cost are listed below:

1. Civix ($57,842.23 over five years)
2. IGM ($60,967.87 over five years)
3. Lease Query ($32,350 over five years)
4. Visual Lease ($32,500 over five years)

After City staff checked their references, staff decided to recommend Civix as the front-runner of the RFP process for these services. Factors such as price, completeness of the proposals and interviews provided, as well as City staff comfort with the reliability of continuous vendor staffing and vendor expertise contributed to the rankings above. City Staff deemed that Lease Query and Visual Lease were bidders that were not sufficiently responsive to the RFP for insufficient responses to requested services and requests for personnel information. Visual Lease's quote did not include the needed services to review the details of each lease contract; assess all leases greater than twelve months (and shorter than twelve months, if an option to extend is provided); review other agreements not currently classified as a lease that may require reporting as a lease under GASB 87. Lease Query did not comply with the requirement to identify the principal supervisor and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement in their proposal. Civix also had the lowest cost per their proposal over the life of a five-year contract.

Additionally, staff evaluated the fees on an apples-to-apples basis over a five-year period as follows:

Firm Name	Service	Cost-Type	Year 1 Amount (US$)	Year 2 (5% escalation)	Year 3 (5% escalation)	Year 4 (5% escalation)	Year 5 (5% escalation)	TOTAL COST
Civix	Software License, ect.	Annually	$ 7,500.00	7,875.00	8,268.75	8,682.19	9,116.30	$41,442.23
	Implementation	One-Time Cost	16,400.00	-	-	-	-	16,400.00
	Total Maximum Price		**$23,900.00**	**7,875.00**	**8,268.75**	**8,682.19**	**9,116.30**	**$57,842.23**
IGM Technology	Software License, ect.	Annually	$ 8,500.00	8,925.00	9,371.25	9,839.81	10,331.80	$46,967.87
	Implementation	One-Time Cost	14,000.00	-	-	-	-	14,000.00
	Total Maximum Price		**$22,500.00**	**8,925.00**	**9,371.25**	**9,839.81**	**10,331.80**	**$60,967.87**

FISCAL IMPACT

The cost for these services is not to exceed Fifty-Seven-Thousand Eight-Hundred Forty-Two Dollars and Twenty-Three Cents ($57,842.23), over a five year period, per the proposal from Civix.

A purchase order for Twenty-Three Thousand Nine-Hundred Dollars ($23,900.00), which is for the first year of services, is also being requested to be authorized to be issued out of the following account. Funds have already been budgeted in the Controller Department's FY2022-2023 Budget. The remaining funds will be budgeted in future years' budgets:

Account Code	Account Name	Amount
1001-650-000-4222	General Fund Software	$23,900.00

Once the software and services are implemented, then the accounting and reporting on City Leases, including those where the City is either the Lessor or the Lessee, will be up-to-date with governmental accounting standards and can avoid future audit findings and a future qualified opinion on the City's audited financial statements.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

APPROVED FOR FORWARDING:

SHARON RAHBAN NAVIZADEH
CITY CONTROLLER FORWARDED TO CITY MANAGER

Attachment: Proposed Resolution

RESOLUTION NO. 25,848

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A MULTI-YEAR AGREEMENT AND ISSUE A PURCHASE ORDER TO CIVIX FOR LEASE ACCOUNTING STANDARD IMPLEMENTATION SERVICES ($57,842.23)

WHEREAS, The State of California State Auditor's Department issued an Audit report to the City in October of 2022. This report had findings and recommendations for various areas of improvement needed for the City. One of the recommendations included in this report was (on page 6 of the report) the following,

"By December 2024, Compton should resolve all of the audit findings it has received that predate its fiscal year 2020-21 audited financial statements and any findings from subsequent audit reports, including findings related to improving financial controls."

WHEREAS, The City is required to implement GASB 87 which is a recent Governmental Accounting Standards Board (GASB) accounting pronouncement which changes the way that local governments must account for and report all leases for whether the City is either a Lessee or Lessor. This accounting pronouncement is due for implementation by the City by the Fiscal Year 2021-2022 Audit report completion date and implementation is required for all future periods.

WHEREAS, In order to fully implement this accounting standard and to continue to properly maintain sufficient organization, accounting, and reporting for its leases moving forward, the City must go through a process to review all active leases where the City is Lessor or Lessee. Additionally, complex calculations must be performed in a timely manner in order to properly implement the accounting standard by the necessary due date. City staff does not have sufficient qualified staff to perform the implementation at this time.

WHEREAS, The City received audit finding # 2014-048, #2014-116B, and #2018-028 in it's Single Audit Report of FY2018, which has rolled forward to its FY2020 Single Audit Report. These audit findings exhibit the City's need to proactively apply professional and qualified expertise so that accounting records can be properly maintained in accordance with generally accepted accounting standards, which incorporate GASB accounting pronouncements.

WHEREAS, In order to remain in compliance with the State of California Auditor's October 2022 recommendations for the deliverable of a catching up on all audits and removing all audit findings, City staff has issued a request for proposal on January 11, 2023. The RFP yielded four responses. After City staff checked their references, staff decided to recommend Civix as the front-runner of the RFP process for these services. Factors such as price, completeness of the proposals and interviews provided, as well as City staff comfort with the reliability of continuous vendor staffing and vendor expertise contributed to the rankings above. City Staff deemed that Lease Query and Visual Lease were bidders that were not sufficiently responsive to the RFP for insufficient responses to requested services and requests for personnel information. Civix also had the lowest cost per their proposal.

WHEREAS, The cost for these services is not to exceed Fifty-Seven Thousand Eight-Hundred Forty-Two Dollars and Twenty-Three Cents ($57,842.23), per the proposal from Civix.

WHEREAS, A purchase order for Twenty-Three Thousand Nine-Hundred Dollars ($23,900.00) is also being requested to be authorized to be issued out of the following account. Funds have already been budgeted in the Controller Department's FY2022-2023 Budget:

Account Code	Account Name	Amount
1001-650-000-4222	General Fund Software	$23,900.00

WHEREAS, It is recommended that the City Council adopt the attached Resolution to approve the agreement and to authorize the City Manager to open a purchase order to Civix for Lease Accounting Standard Implementation services.

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 enter into a professional services agreement with Civix in the amount not to exceed Fifty-Seven Thousand Eight-Hundred Forty-Two Dollars and Twenty-Three Cents ($57,842.23) Lease Accounting Standard Implementation services.

SECTION 2. That the amount of Twenty-Three-Thousand Nine-Hundred Dollars ($23,900.00) will be available in the Fiscal Year 2022-2023 Budget allocated from account number 1001-650-000-4222 General Fund, Software account and that the remainder of the amount of the contract will be available in future years' budgets.

SECTION 3. That a purchase order shall be issued to Civix from Account Number 1001-650-000-4222 in the amount of Twenty-Three Thousand Nine-Hundred Dollars ($23,900.00).

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

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

ADOPTED this 20th day of JUNE, 2023.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CLERK OF THE CITY OF COMPTON

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

I, Vernell McDaniel, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on this 20th day of JUNE, 2023.

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

AYES: **COUNCILMEMBERS -** DUHART, SPICER, BOWERS, DARDEN, SHARIF
NOES: **COUNCILMEMBERS -** NONE
ABSTAIN: **COUNCILMEMBERS -** NONE
ABSENT: **COUNCILMEMBERS -** NONE

CITY CLERK OF THE CITY OF COMPTON

CONTRACT FOR SOFTWARE LICENSES, SERVICES, AND SUPPORT

This contract for software licenses, services, and support ("**Agreement**") is made and entered into by and between City of Compton located at 205 Willowbrook Ave, Compton CA 90220 ("**Licensee**") and GCR Inc. dba Civix, located at 3300 West Esplanade Avenue, Suite 400, Metairie, Louisiana 70002 ("**Civix**") effective as of the Effective Date.

WHEREAS, Licensee desires Civix to provide a license to the Licensed Programs and associated hosting, support and other professional Services in connection with the use of the Licensed Programs;

In consideration of the mutual promises and agreements of the Parties herein, the Parties agree as follows:

ARTICLE 1 - DEFINITIONS

1.1 "**Agreement**" is defined in the Preamble.

1.2 "**Anniversary Date**" means the date that is 1 year after the Effective Date, and each anniversary thereafter.

1.3 "**Authorized Users**" means Licensee's employees, agents, subcontractors, contractors, outsourcing vendors, consultants and others who have a need to use and copy the Licensed Material.

1.4 "**Contract Year**" means (a) for the first Contract Year, the period from the Effective Date until but not including the first Anniversary Date, and (b) for each following Contract Year, the period from the end of the prior Contract Year until but not including the next Anniversary Date.

1.5 "**Effective Date**" means the first day of the calendar month following the date of the last Party's signature on this Agreement. For the avoidance of doubt, if the last Party's signature on this Agreement occurs on the first day of a calendar month, the Effective Date will still be the first day of the next calendar month.

1.6 "**Fees**" means the fees identified in Attachment A (Software and Fees), and any other fees that may become due under this agreement.

1.7 "**Hosting**" is defined in Section 3.1 (Hosting Services).

1.8 "**Civix**" is defined in the Preamble.

1.9 "**Initial Term**" is defined in Attachment A (Software and Fees).

1.10 "**Initiation Date**" means the first day of the first calendar month following the Effective Date.

1.11 "**License**" means a nonexclusive, worldwide, and nontransferable license.

1.12 "**Licensed Material**" means the Licensed Programs, their derivatives, and their documentation provided or made available to Licensee pursuant to this Agreement.

1.13 "**Licensed Programs**" means the software program(s) identified in Attachment A (Software and Fees) as licensed to Licensee.

1.14 "**Licensee**" is defined in the Preamble.

1.15 "**Party**" means either Licensee or Civix.

1.16 "**Parties**" means Licensee and Civix collectively.

1.17 "**Renewal Term**" is defined in Section 10.1 (License Term).

1.18 "**Services**" is defined in Section 6.1 (Scope of Work).

1.19 "**Term**" is defined in Section 10.1 (License Term).

1.20 "**TM**" means Time and Materials.

1.21 "**SaaS**" means Software as a Subscription.

ARTICLE 2 – LICENSE

2.1 **Grant**. Subject to the terms and conditions of this Agreement, Civix hereby grants to Licensee a License to use the Licensed Material solely for Licensee's internal business purposes.

2.2 **Authorized Users**. The License is extended to Licensee's Authorized Users. Licensee will be responsible for the Authorized Users, and any acts or omissions of any Authorized User which if done by Licensee would constitute a breach of this Agreement by Licensee, will be deemed a breach of this Agreement by Licensee.

2.3 **Ownership**. Licensee acknowledges, agrees, and understands that Civix is the sole and exclusive owner of the Licensed Material, its right, title, and interest, and any improvements thereto.

2.4 **Prohibited Uses**. Licensee shall not do, shall not permit any third party to do, and shall use commercially reasonable efforts to prohibit any Authorized Users or other third parties from doing any of the following: (a) using any Licensed Material in a manner that violates this Agreement or any applicable laws and regulations, or to send unsolicited bulk email or "spam", (b) reverse engineering, translating, decompiling or disassembling the object code of the Licensed Material, or (c) copying, modifying, creating derivative works of, sublicensing, selling, leasing, loaning, renting, distributing, conveying, pledging as security, or otherwise encumbering the Licensed Material.

2.5 **No Implied Licenses**. No different, other or further right or license, other than what is granted in this Agreement, is intended or granted by this Agreement, whether by express or implied means or by

estoppel, and this Agreement does not assign any right, title or interest in any of the Licensed Materials. All rights and interests not expressly granted under this Agreement are reserved to Civix.

2.6 **Additional Modules**. By written notice to Civix, Licensee may add additional software programs or modules identified on Attachment A (Software and Fees) to the Licensed Programs; if Licensee provides such notice, the Parties will execute an amendment updating Attachment A (Software and Fees).

ARTICLE 3 – HOSTING

3.1 **Hosting Services**. Throughout the Term, Civix shall provide hosting services as set forth in Attachment B (Hosting) ("**Hosting**").

ARTICLE 4 - WARRANTY

4.1 **Warranty**. Civix shall faithfully perform the Services using the degree of care, skill, training, diligence and judgment ordinarily exercised under similar circumstances by competent members of the profession which Civix practices or industry or business in which Civix works. Civix warrants that the Licensed Programs will perform substantially in accordance with and in the manner described by related documentation, training manuals, and by Licensed Program functional design specifications.

4.2 **Correction**. Civix agrees to promptly re-perform, repair or replace, at Licensee's option and at Civix's cost and expense, any Licensed Program or Service which fails to conform to such warranties. Correction of any error in the manner described above shall constitute complete fulfillment of all obligations and liabilities of Civix for nonconforming Licensed Program or Services, whether the claims of the Licensee are based in contract, warranty, tort (including, but not limited to, negligence and strict liability), or otherwise. This exclusive remedy is Licensee's sole remedy for any failure of Civix to comply with its warranty obligations. The warranty period shall end 30 days from the delivery of the Licensed Program or completion of the Services, as applicable.

ARTICLE 5 – APPLICATION SUPPORT & UPGRADES

5.1 **Application Support Services**. Throughout the Term, Civix shall provide application support and upgrade services for Licensed Programs. In general, the application support services consist of (a) prompt customer support on-site or by telephone, fax or email; and (b) Licensed Programs updates, new releases, and enhancements reflecting on-going development at Civix and as made generally available to Civix's customers of the Licensed Programs, as described in Attachment C (Support).

5.2 **Licensee Cooperation**. Licensee acknowledges that Civix's ability to provide application support and upgrade services is dependent on the cooperation of Licensee and the quantity of information that Licensee can provide. Licensee will use commercially reasonable efforts to reproduce all reported problems and gather troubleshooting information as requested by Civix. If Licensee cannot reproduce such problems or gather requested information, Licensee will provide Civix temporary login access on Licensee's system to identify and address reported problems. Civix will have no responsibility for failure to provide application support and services as a result of Licensee's failure to cooperate with Civix.

5.3 **Troubleshooting of Non-Civix Problems**. Licensee acknowledges and agrees that Civix will be entitled to invoice, as additional services at Civix's then-prevailing rates, currently outlined in Attachment A, as Fees, time and efforts spent providing support for reported problems which are not as the result of a fault in the Licensed Programs, including but not limited to problems caused by (a) incorrect or inaccurate data entered by or on behalf of Licensee, (b) data deleted erroneously by Licensee, (c) new installations post-go live as the result of new hardware acquired by Licensee, or (d) accurate reports which were asserted to be erroneous.

ARTICLE 6 – SERVICES

6.1 **Scope of Work**. Civix shall perform the services and provide Software and the deliverables as described in Attachment A (Software and Fees) and Attachment C (Support), collectively referred to as Services ("**Services**").

6.2 **Change Orders**. Either Party shall have the right to request, in writing, changes in the Services. Civix shall not perform any such change in the Services unless compensation, schedule and scope of work are mutually agreed by the Parties in writing.

6.3 **Schedule**. The Services shall commence upon or about the Effective Date or such later date the Parties mutually agree upon. Civix agrees to diligently perform the Services and exercise commercially reasonable efforts to meet any estimated schedule set forth in Attachment C (Support). Notwithstanding the above, it is expressly understood and agreed that Civix shall not be liable as a guarantor of the estimated schedule.

6.4 **Acceptance**. Except where this Agreement provides different criteria, Services will be accepted if they have been performed in accordance with the specifications applicable to the Services. Upon notification by Civix that a Service (or associated deliverable) has been completed and is available for review and acceptance, Licensee will use commercially reasonable efforts to review within 7 business days after the notification, but in no event later than 10 business days after the notification. Civix will correct any unaccepted Services as described in ARTICLE 4 (WARRANTY). If no notification is delivered to Civix within the foregoing period, the Service will be deemed accepted. All accepted and deemed accepted Services remain subject to the terms of ARTICLE 4 (WARRANTY).

ARTICLE 7 – COMPENSATION

7.1 **Fees Generally**. Licensee agrees to pay Civix the Fees in accordance with the payment terms set forth in Schedule A (Software and Fees). Licensee's Fees include access to, and use of, Licensed Programs, Licensed Programs updates/upgrades, Hosting, Services, and Licensed Material.

7.2 **Taxes**. The Fees are exclusive of any tariff, duty, or tax, however designated, levied, or based including, without limitation, any taxes based on: (i) this Agreement; (ii) the Licensed Programs, Hosting or Services; (iii) the Licensed Material; or (iv) any materials or supplies furnished by Civix per this Agreement. Licensee is responsible for all applicable tariffs, duties or taxes applicable to this Agreement.

ARTICLE 8 – INDEMNIFICATION AND LIABILITY

8.1 **Intellectual Property Indemnification**. Civix warrants that it is authorized to grant Licensee the right to use the Licensed Material as defined in this Agreement. Licensee shall advise Civix promptly in writing of any notice or claim of infringement or of the commencement of any suit or action for infringement of a third party's intellectual property, and which claim or suit or action is based upon the use of the Licensed Material in accordance with the terms of this Agreement. If the use by the Licensed Material is in accordance with this Agreement, Civix will, upon receipt of notice hereinabove required, undertake at its own expense the defense of any such suit or action for infringement based upon such use by Licensee. Civix shall have charge and direction of the defense of such suit or action, and Licensee agrees that it will render Civix all reasonable assistance that may be required by Civix in the defense of such suit or action. Licensee shall have the right to be represented therein by an advisory counsel of its own selection at its own expense. Civix will seek to resolve the claim in consultation with Licensee, either by means of alternative arrangements for the services and Licensed Material, or by obtaining permission to use the intellectual property in question. If Civix fails to obtain permission for the continued use the intellectual property in question, or fails to provide a suitable replacement with equal or greater functionality, Civix may terminate this Agreement and refund any fees paid by Licensee related to such intellectual property for future use. Neither Civix nor Licensee shall settle or compromise any such claim or suit or action without consent of the other if the settlement or compromise obliges the other to make any payment or part with any property, or to assume any obligation or grant any licenses or other rights, or be subject to any injunction by reason of such settlement or compromise. Civix will have no obligation to indemnify Licensee for any claims of infringement which are (a) as the result of Licensee's use of the Licensed Material in violation of this Agreement, (b) as the result of Licensee's or a third party's modification of the Licensed Material, (c) as the result of Licensee's combination of the Licensed Material with any other hardware or software not authorized by Civix for use with the Licensed Material in writing or disclosed in the documentation as for use with the Licensed Material.

8.2 **Consequential Damages Waiver**. Neither Party shall, under any circumstances or in any event, be liable to the other Party for any special, punitive, indirect, incidental, or consequential damages of any nature, including, without limitation, loss of actual or anticipated profits or revenues; loss of production, by reason of shutdown, non-operation, or otherwise; increased expense of manufacturing or operation; loss of use; increased financing costs; or cost of capital.

8.3 **Limit of Liability**. Notwithstanding anything set forth in this Agreement, Civix's maximum liability in the aggregate for any claim arising under or otherwise related to this Agreement shall in no event exceed the amount of monies received by Civix under this Agreement in the 12 months prior to such claim.

ARTICLE 9 – CONFIDENTIALITY

9.1 **Confidentiality Generally**. Licensee acknowledges, agrees, and understands that the Licensed Material contains certain information that is and must be kept confidential. To ensure the protection of such information, and to preserve any confidentiality necessary under intellectual property law, including trade secret laws, Licensee agrees not to disclose the Licensed Material to anyone unless allowed by Civix or required to do so by law. Licensee's confidentiality obligation does not extend to (a) information that is known to Licensee prior to obtaining the same from Civix; (b) information that is, at the time of disclosure by Civix, then in the public domain; or (c) information that is obtained by Licensee from a third party who did not receive same directly or indirectly from Civix and who has no obligation of secrecy with respect thereto. To the extent any Authorized Users have access to Licensed Material for the benefit of Licensee,

such Authorized Users will be obligated to agree to protect the confidentiality of the Licensed Material to the same extent this Agreement obligates Licensee to protect the confidentiality of the Licensed Material and Licensee will ensure that such Authorized Users are bound by such confidentiality obligations. Licensee agrees to be liable for any breaches of such Authorized Users of the confidentiality of the Licensed Material.

ARTICLE 10 – TERM AND TERMINATION

10.1 **License Term**. This Agreement will commence on the Effective Date and shall remain in full force through the Initial Term, unless earlier terminated in accordance with this Agreement. Upon expiration of the Initial Term, this Agreement shall automatically renew for successive 1-year terms (each a "Renewal Term") unless a party provides written notice on non-renewal at least 30 days prior to expiration of the then-current (Initial or Renewal) Term. The Initial Term and Renewal Term(s) shall be collectively referred to as the "Term".

10.2 **Termination/Suspension for Default**. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement by giving 30 days' prior written notice to the breaching Party; provided, however, that this Agreement shall not terminate if the breaching Party has cured the breach prior to the expiration of such 30-day period and the Agreement continues to remain in effect. However, if the breaching Party believes that it has performed its best efforts and has cured the breach, and the issuing Party is unreasonable in granting acceptance of the cure, then such dispute shall be resolved in accordance with this Agreement under the dispute resolution provisions of this Agreement. In lieu of termination, the non-breaching Party may suspend performance under this Agreement by such written notice until the breaching Party has cured the breach.

10.3 **Termination for Insolvency**. If (a) insolvency, receivership or bankruptcy proceedings are instituted by or against a Party and are not terminated within 30 days, (b) a Party makes an assignment for the benefit of creditors or (c) a Party admits an inability to pay its debts as they come due, then in any such event the other Party may in its sole discretion terminate this Agreement without notice.

10.4 **Termination of License**. Upon any expiration or termination of this Agreement, the License will terminate, and Licensee shall immediately: a) return the Licensed Materials to Civix or destroy all Licensed Materials in its possession; and b) give Civix written certification that through its best efforts and to the best of its knowledge, Licensee has complied with all of its obligations under this paragraph.

10.5 **Survival**. Except as set forth to the contrary herein, the Parties understand and agree that all terms and conditions of this Agreement, which by reasonable implication contemplate continued performance or compliance beyond the termination of this Agreement (by expiration of the term or otherwise) shall survive such termination and shall continue to be enforceable as provided herein.

ARTICLE 11 – MISCELLANEOUS

11.1 **Governing Law**. This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, excluding any choice of law provisions that may direct the application of any laws of any other jurisdiction. Subject to Section 11.2 (Mediation), the exclusive venue for any dispute or controversy between the Parties will be the state and federal courts located in Wilmington, Delaware, United

States. The Parties hereby irrevocably consent to jurisdiction and venue in such courts for this purpose, and the Parties waive objection to the jurisdiction and venue being in such courts.

11.2 **Mediation**. If during the course of this Agreement the Parties are unable to resolve any dispute or controversy arising out of or relating to the Agreement, such claims shall first be subject to non-binding mediation as a condition precedent to the initiation of any legal action (either court action or arbitration). Unless the Parties mutually agree otherwise in writing, the Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association in effect at the time of the demand for mediation shall be applied at the mediation. Any such mediation will be located in Wilmington, Delaware, United States. Demand for mediation shall be made in writing. The Parties agree to share equally the mediator's fee and any filing fees. Any agreement reached in mediation shall be enforceable and binding upon both Parties. Each Party agrees to bear its own attorneys' fees associated with the mediation.

11.3 **Assignment**. Neither Party shall assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of the other Party; provided, however, that Civix may assign this Agreement (a) to any affiliate of Civix or (b) in connection with an assignment of all or substantially all of Civix's assets to which this Agreement relates. This provision shall not be construed to prohibit a Party from assigning to any banking, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished to the other Party.

11.4 **Force Majeure**. Neither Licensee nor Civix shall be considered in default in the performance of the obligations hereunder, except with respect to payment of monies hereunder, if such performance is prevented or delayed because of unavailability of labor, war, hostilities, revolution, civil commotion, acts of terrorism, strike, epidemic, accident, fire, wind, flood; or because of any act of God; or for any cause, whether similar or dissimilar, now or hereafter existing, beyond the reasonable control of the Party affected. The Party suffering a delay in its performance caused by an above described occurrence shall give notice thereof to the other Party as soon as reasonably possible thereafter, and shall use reasonable efforts to overcome such delay. In the event of such an occurrence, the Parties shall consult to determine how to overcome the effect on the Project and shall mutually agree to any equitable adjustment to the compensation due Civix hereunder.

11.5 **Export**. Licensee agrees to abide by any restrictions or conditions respecting the export, re-export, or other transfer of the Licensed Material disclosed and/or licensed to Licensee in accordance with this Agreement that are in effect now or are hereafter imposed by the United States Government, and will not export, re-export, or otherwise transfer the Licensed Material, except in full compliance with all relevant U.S. laws and regulations.

11.6 **Specific Performance**. The provisions of this Agreement are necessary for the protection of the business and goodwill of the Parties and are considered by the Parties to be reasonable for such purpose. The Parties agree that any breach of this Agreement will cause substantial and irreparable injury, for which monetary damages would not be an adequate remedy, and, therefore, in the event of any such breach, in addition to other remedies which may be available, the Parties shall have the right to seek specific performance and other injunctive and equitable relief, in accordance with the provisions of applicable Delaware law. The Parties further agree that, in the event injunctive relief is sought and to the extent permitted by Delaware law, neither Party should be required to post a bond in order to receive such equitable relief from the issuing Delaware Court. Notwithstanding this agreement, in the event that the

issuing Court nonetheless requires that a bond be posted, the Parties mutually agree that a bond not exceeding $500.00 is sufficient.

11.7 **Miscellaneous**. This Agreement is the entire agreement of the Parties on the subject matter hereof. This Agreement supersedes all prior agreements and understandings (whether written or oral) between the Licensee and Civix with respect to the subject matter hereof. In addition, this Agreement may not be modified or amended unless agreed by the Parties, reduced to writing, and signed by both the Licensee and Civix. Further, if any part of this Agreement is adjudged invalid, illegal or unenforceable, the remaining parts shall not be affected and shall remain in full force and effect. Headings in this Agreement are for convenience only and shall not affect the interpretation thereof.

IN WITNESS hereof, the Parties have executed this Agreement to be effective on the Effective Date set forth above.

City of Compton	Civix
Signature:	Signature:
Name: Thomas Thomas	Name:
Title: City Manager	Title:
Date:	Date:

The following attachments constitute a part of this Agreement and are incorporated herein by this reference.

Attachment A – Software License and Support Fees
Attachment B – Hosting
Attachment C – Support
Attachment D – Statement of Work

ATTACHMENT A
SOFTWARE LICENSE AND SUPPORT FEES

	Total Hours	Hourly Rate US $	Amount US $
ABRM GASB Software License including unlimited users, leases and entities		Annual	$7,500.00*
Partners Managers Supervisory Staff Other (specify)	Implementation & Training: 42 hours All lease evaluation, recommendation, analysis and data entry as described in Scope of Work b): 40 hours Standard .csv export of data for import into external systems	$200/hr $200/hr Included	$8,400.00 $8,000.00** Included
Subtotal:			$23,900.00
Out of Pocket Expenses: Transportation Other	All implementation and training is planned to be remote. Onsite work can be scheduled as needed at additional expense.	N/A	N/A
Total All- Inclusive Maximum Price for the Services:			$23,900.00
Optional: Debt Module License Debt Module Implementation & Training	 16 hours	 Annual One-time	 $2,500.00*** $3,200.00

Summary of annual fees:

Investment Analysis	
Year 1	$23,900
Year 2	$7,875.00
Year 3	$8,268.75
Year 4	$8,682.19
Year 5	$9,116.30
Total	$57,842.23

Annual Support Hours Cap: 80 hours. Licensee's annual Fees and included annual application support allotment applies to each Contract Year and shall not include unused application support time from prior Contract Years.

Payment Terms
Licensee agrees to pay Civix the Fees in accordance with the payment terms set forth below:

- Annual Fees: Due immediately upon signature for Year 1, and annual thereafter upon Anniversary Date

- Fixed Price Services:
    - All services are fixed unless otherwise noted
    - Due and payable upon the following:
        - Contract Award or Notice to Proceed (NTP): 40%
        - COTS Install and Setup Completion: 20%
        - UAT Preparation Completion: 30%
        - Go Live: 10%
- Time & Material Services (if not Fixed Price): Billed monthly in arears
- Additional services ordered during the Term will be invoiced monthly at the above rate following the month services were rendered.

Initial Term
The Initial Term of this Agreement shall commence on the Effective Date and shall remain in full force until Lessee's 5th Anniversary Date.

Additional Terms and Conditions
Licensee may request additional services via this agreement based on the current hourly rates.

Labor Category	Hourly Rate
Senior Product	$195.00
Product	$150.00
Project	$175.00
Technical	$150.00

ATTACHMENT B
HOSTING

Civix agrees to provide Licensee with access to the Software during the Term through a hosted computing environment. Hosting of the Software is provided through the Amazon Web Services (AWS) Cloud.

AWS Cloud

Working with AWS, Civix has developed innovative automations that ensure unique security controls are implemented by default, allowing for streamlined governance across multiple users.

AWS Cloud is designed to host sensitive data, regulated workloads, and address the most stringent U.S. government security and compliance requirements – including the FedRAMP baseline and other compliance regimes. AWS meets the requirements of the most security-sensitive organizations with support for 98 security standards and compliance certifications — more than any other cloud offering.

AWS Security

For decades, Civix has grown and evolved to meet the needs of a public sector that faces significant challenges, including cybersecurity. Keeping data secure while anticipating and mitigating threats is at the heart of everything we do. Our software solutions are built on a foundation of best practices that include:

- **National Institute of Standards and Technology (NIST) Standards:** Aims to align with the most stringent cybersecurity frameworks in the U.S. federal government.
- **Defense-in-Depth Strategies:** Implements specific countermeasures in layers to defend against cyber threats and vulnerabilities.
- **Zero Trust Architecture:** Prevents any user or device, inside or outside a network, from accessing an IT system until authenticated and continuously verified through a robust Identity and Access Management program that allows access to only necessary, specified resources.
- **Automated Provisioning:** Facilitates end-to-end automation based on specifications, policies, and analytics – without the need for human intervention and opportunities for human error.
- **24/7/365 Continuous Monitoring:** Partners with Optiv, a leading managed security service provider (MSSP), to deliver around-the-clock security monitoring services that ensure preventive and ongoing real-time operational measures.
- **Best-in-Breed Security Tools:** Taps into the power of best-of-breed security tools, such as AWS, CloudFlare, CrowdStrike, Optiv, Qualys, and MimeCast.

AWS Layers of Protection

Rooted in defense-in-depth strategies, Civix's approach to cybersecurity implements countermeasures in layers to create an aggregated security posture. Drawing on best practices and insights from leading InfoSec experts, our model ensures the most appropriate technologies are applied at every layer.

When it comes to public sector cybersecurity, there isn't a single solution for defending against attacks. Cyber threats are continuously evolving, and thus, so is our cybersecurity program. We constantly realign with federal standards and industry best practices, push the bounds of innovation, and invest in partnerships to keep critical infrastructure systems and data secure.

Further information: https://aws.amazon.com/stateandlocal/?hp=tile&tile=industries&wwps-cards.sort-by=item.additionalFields.sortDate&wwps-cards.sort-order=desc

Service Level Agreement ("SLA")

1. **Uptime Target**. Subject to specifically mentioned exceptions, Civix shall use commercially reasonable efforts to cause the Software to be available through the Hosting 99.5% of the time ("**Service Level Target**"), as measured on a monthly basis. In the event the Software and Hosting do not meet the

Service Level Target, Licensee may be eligible to receive a Service Credit in accordance with the procedures described below.

2. "**Service Interruption**" is defined as either the total loss of Licensee availability to the Software, or the degradation of a specific element or component the Software to an extent by which the Software is not functional for their intended purpose, subject to the exceptions described below.

3. **Exceptions**. Any interruptions to the Service(s) caused by or during any of the following events or circumstances shall not constitute a Service Interruption hereunder and shall not to be considered and/or included in, or for the purpose of, calculating any Service Credits available under this SLA:

    a. During any period where Licensee's payment of Fees is more than 60 days past due or where Civix has suspended the Agreement for late payment;
    b. Incidents outside Civix's reasonable control, including those described in Section 10.4 of the Agreement;
    c. Scheduled maintenance of the Hosting and Software for which Civix has notified Licensee;
    d. Incidents caused by equipment, software or other technology provided by Licensee or by a third party on behalf of Licensee;
    e. Incidents caused by a violation of this agreement, negligence or willful misconduct by Licensee or Licensee agents or employees.

4. **Credit Request**. If Licensee experiences a Service Interruption, to receive consideration for a Service Credit, Licensee must provide written notice to Civix within 30 days of such Service Interruption. The request should include, at a minimum, the date, time and duration of the Service Interruption. In instances of uncertainty or dispute as to whether an actual Service Interruption has occurred, Civix shall make a final determination with respect to such uncertainty and/or dispute, in good faith, based on its review of data provided by system logs, monitoring reports and configuration records, which Civix shall make available to Licensee at Licensee's request.

5. **Service Credits**. For each month, Civix will calculate the percentage of time where the Software was available through the Hosting with no Service Interruptions for which the Licensee has requested credit pursuant to Section 4 of this Service Level Agreement ("**Uptime**"). For each percent (1.0%) which the Uptime falls below the Service Level Target, Licensee will be entitled to a one-fifth of one percent (0.2%) reduction in the next Annual Fees (each such reduction, a "**Service Credit**"). For example, if the Uptime for a month were 97.5%, 2.0% below the Service Level Target, Licensee would be entitled to a 0.4% Service Credit on the next Annual Fees.

6. **Service Credit Maximum**. The parties acknowledge and agree that (a) the maximum Service Credit Licensee may receive for Service Interruptions as described in this SLA shall be no more than 5% of the next Annual Fees, and (b) the Service Credits prescribed under this SLA shall be the sole and exclusive remedy for any and all such Service Interruptions, in each case notwithstanding anything to the contrary in this SLA or elsewhere in this Agreement.

ATTACHMENT C
SUPPORT

The software covered by this support agreement includes the Licensed Programs plus any future versions of the Licensed Programs offered by Civix as an incremental upgrade. Future expansion of the system that requires modifications outside the support of the base system is not covered under this agreement.

Software Support Policy Descriptions

In accordance with the terms of this Agreement, Civix will furnish the following support services for the Licensed Programs.

Enhanced Technical Support
Civix has a dedicated 24/7/365 support portal for logging help desk tickets either via a product email address or directly within the support portal. In addition, Civix has a dedicated telephone support phone line (504) 304-0781. A Power User is defined as a trained, advanced user who can troubleshoot basic issues without assistance. Licensee is limited to two (2) designated Power Users at any one time, who will act as the support liaison between the Licensee and Civix. Licensee agrees that support may be provided through electronic communications or telephone support.

Timeliness of Incident Resolution
Civix shall use commercially reasonable efforts to provide modifications or additions to correct errors in the Software reported by Licensee. The level of support that Civix can provide is dependent upon the cooperation of Licensee and the quantity of information that Licensee can provide. Licensee agrees that efforts beyond the Annual Support Hours Cap set forth in Attachment A per Contract Year would not be commercially reasonable.

If the Licensee cannot reproduce a problem or if Civix cannot successfully gather adequate troubleshooting information, Civix will require temporary login access on the licensee's system to identify and address the problem. This communication capability shall be accessible 24 hours a day, seven days a week.

New Releases
Incremental upgrade releases (not requiring modifications outside the support of the base system) and documentation will be made available for all purchased modules during the term of the Agreement.

Program Enhancements
Enhancement releases (not requiring modifications outside the support of the base system) for the software will be made available for all purchased modules during the term of the Agreement.

Installation Assistance
Support for the proper installation of the current release of the software, and any subsequent patches or updates described above will be made available through remote assistance.

Online Training
Online user training will be made available to Licensee through a web-based interface for up to eight (8) hours each agreement year in order to provide refresher training and support the training of new staff members.

ATTACHMENT D
STATEMENT OF WORK
SOFTWARE, SERVICES & ASSUMPTIONS

SOFTWARE

Public Business & Revenue Manager (PBRM) is a broad application providing a range of functionality from core operational processes to the facilitation of data-driven executive decisions. PBRM helps determine revenue streams, ensure accurate billing, reduce inefficiencies, and automate data exchanges. With predictive and prescriptive capabilities, airports can model adverse conditions, forecast their impact, and use analytics to choose the best recovery strategies. Detailed functionality includes:

Agreement & Company Management

Agreement & Company Management module enables airport staff to administer all aspects of the airport's relationship with entities that have a business relationship with the airport relative to revenue and non-revenue lease provision details, amendments, billing rates and billing rules, insurance and surety compliance information, and contact management.

GASB 87

GASB 87 training is included in standard ABRM implementation through three previously recorded group training sessions.

- The airport is responsible for performing all GASB 87 configuration
- Licensed Functionality is for one (1) public entity or division (i.e. an airport). Additional entities may be licensed under a separate agreement or addenda for additional fees.

SERVICES

Implementation to include the above referenced modules.

General Assumptions

1) Unless otherwise noted:
   a) Pricing will be honored for 90 days from date of proposal
2) Data Migration and Conversion
   a) Unless otherwise notes:
      i) For new installations (not applicable to upgrade clients), data migration from existing systems into PBRM is the responsibility of the Licensee. However, Civix will assist with this effort by providing Excel templates to import company, contact and some contract information, while the agreement provisions will need to be set up manually.
      ii) Licensee will perform all data cleansing and correction.

Project Management & Planning Assumptions

1) The Civix Project Manager has the authority to control and execute the Project Management Plan to keep the project on schedule and within budget.
2) Target dates reflect an approximate project start date. All dates will proportionally shift based on the actual start date of the project.
3) Project schedule recognizes all national holidays (Memorial Day, July 4th, Labor Day, Thanksgiving, and Christmas), but exclude vacation days by Licensee or Civix.
4) Licensee is expected to provide timely responses, approvals, and/or deliverables as indicated in Civix's Project Management Plan. Delays in receiving such responses might hold up progress and lead to overall schedule delays and additional cost to Licensee.
5) Licensee is expected to attend and provide input at certain key meetings for the purposes of moving the project forward. Delays in attendance might hold up progress and lead to overall schedule delays and additional cost to Licensee.
6) For all hosted solutions, test and production systems will both be cloud hosted.
7) Civix is dependent on Licensee to carry out any required/requested acceptance testing within the agreed-upon timeframes.

TITLE PAGE

January 25, 2023

Lease Accounting and Management Software Reporting

CITY OF COMPTON

RESPONSE TO REQUEST FOR PROPOSAL

Proposal

COPY

PROPOSAL CONTACT

Spencer Stewart, RPA, CPM©
Vice President Sales
805.245.9050
SStewart@GoCivix.com

SUBMITTED BY

Civix
3300 W. Esplanade Ave., Suite 400
Metairie, LA 70002

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Section 1. Transmittal Letter

January 25, 2023

Office of the City Clerk
City Hall
City of Compton
205 South Willowbrook Avenue
Compton, CA 90220

Dear Reviewers:

GCR Inc., DBA Civix (Civix), a public sector technology firm, is pleased to respond to the City of Compton's (City) RFP for Lease Accounting and Management Software Reporting. To provide you with functionality to comply with GASB 87 as well as GASB 13 and GASB 62, we are proposing our Public Business & Revenue Manager (PBRM) solution, which includes fully integrated GASB functionality. Our offering gives you an experienced provider of cloud-based lease accounting and GASB compliance software, with extensive experience working with agencies similar to the City.

While the City has options, we believe we are best suited to partner with the City for GASB compliance for many reasons, including:

Proven GASB Experience: Among the many GASB implementations we've successfully completed, we wanted to highlight two recent ones:

- The City of Atlanta for the management of GASB 87 leases across all City departments.
- The State of Oklahoma, Office of Management & Enterprise Services (OMES) to manage 15,000 GASB 87 leases across 160 state agencies.

If we can handle those and continue to earn their trust, we can do the same for you.

Compliance Guarantee: The PBRM license includes a guarantee that the application will remain in compliance with all relevant prescribed pronouncements and rules from governing authorities including GASB without additional cost. This means no surprise invoices or expensive change orders just to remain in compliance.

CPA Expertise: Civix CPA-credentialed staff with more than 30 years of public sector financial reporting experience wrote the requirements for PBRM and will assist the City of Compton with a review of existing leases and provide guidance on GASB implementation and compliance.

Most beneficial pricing model: Our pricing model is enterprise wide. Unlimited users and leases can be entered into the system. As standard, this includes initial set up, design, training, implementation, and ongoing support.

With more than 40 years' experience providing software solutions to public sector agencies, we have an outstanding record of successful implementations with similar agencies. Our Go-Lives are on time and in budget, supported by a top-notch team of accounting and project

management professionals. The best way to appreciate the power, functionality, and user-friendliness of our solution is to participate in a demonstration, which we would like to schedule at your convenience.

As per the City's RFP:

Our offer is firm and irrevocable for 90 days from February 25, 2023

- Work shall be completed on a mutually agreed upon schedule, and will commence based upon the same.
- Work shall be completed within 60 days of authorization to proceed or based on a mutually agreed upon schedule.

We appreciate the opportunity to submit this response, and look forward to becoming a valuable, trusted partner. For a more detailed listing of Civix's capabilities and experience, please visit Civix Lease Management.

Sincerely,

Spencer Stewart
Vice President, Sales
sstewart@gocivix.com
805-245-9050



A public sector software and services firm focused on critical infrastructure,... ... and business services.

NCPA APPROVED VENDOR

Section 2. Technical Proposal

ITEM 1. LICENSE TO PRACTICE IN CALIFORNIA

Civix is licensed to practice in the State of California.

ITEM 2. FIRM'S QUALIFICATIONS AND EXPERIENCE

GCR Inc., DBA Civix (Civix) was incorporated in 1979, with the goal to provide software and services to the public sector. During those 40+ years, we've grown to a company of more than 400 employees. We strive to make the jobs of those who serve the public easier, more efficient, transparent, and compliant by providing industry expertise, technology, and proven processes to transportation, government, and education clients. Critical Infrastructure clients include the Cities of Atlanta, San Antonio and Gulfport, the States of Kansas, Illinois, and West Virginia, and many more; please see Item 4 for selected references.

Civix has offices throughout North America; our headquarters are located at 3300 W. Esplanade, Suite 400, Metairie, LA 70002.

Since our inception, all of our implementations have included enterprise resource planning consulting. We use an in-depth understanding of public sector accounting to develop and implement comprehensive solutions that address operational complexities for all clients. Some of these include software, others do not. In either case, our staff of revenue finance experts and CPAs help public help public agencies comply with federal regulations including reporting on lessor leases under GASB 87, increase revenue, and organize data to facilitate optimal decision making.

Civix subject matter experts members are frequently asked to participate in events that advance industry knowledge, such as continuing education seminars, roundtables, and articles. In particular, our CPAs and other finance SMEs can most assist the City as you adapt to new governmental compliance regulations.

In addition to CPAs and finance SMEs, our project team includes project management professionals and former public sector executives. For this engagement, Stephen Parrino, CPA will serve as the accounting subject matter expert and guide the City through the implementation process as well as assist with any GASB 87 determinations. Matt Stebbins will serve as Project Manager, ensuring complete solution delivery and customer satisfaction. He will manage all facets of service delivery for the project including staffing, performance, and service delivery. As standard, Tim Walsh, President of Critical Infrastructure is available to the City as well.

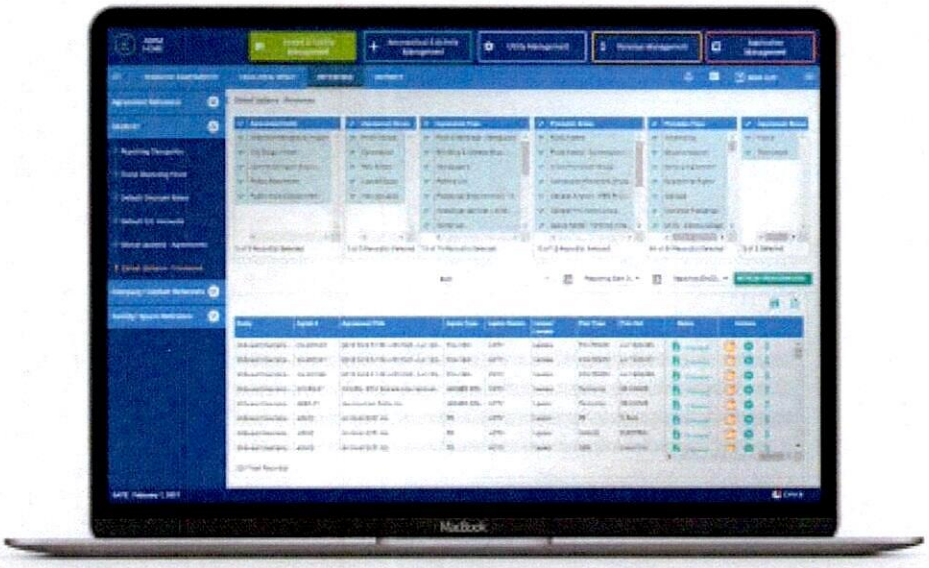
Resumes for key personnel are in the following section. Note that these key personnel will be available for entirety of the project, and no key staff will be removed or replaced without the prior written concurrence of the City.

Please note that Civix has had NO disciplinary actions taken or pending during the last three years.

PBRM AND GASB

The following narrative describes the functionality of our turn-key platform to manage all your data for GASB 87 compliance - and so much more.

With a focus on GASB 87 and lease management, PBRM is a broad application providing a range of functionality from core financial processes to the facilitation of data-driven executive decisions. PBRM helps determine revenue streams, ensure accurate billing, reduce inefficiencies, and automate data exchanges. It links leases to their related financial impact, offering a true view of your agency's operations. More generally speaking, PBRM links operational and commercial activities to their related financial impact, offering a true aerial view of your business. PBRM's Revenue Management module combines GASB 87 compliance, lease management, operating agreements, tracking of revenue, and real-time reporting and analytics.



Attribute workflow automatically separates GASB-applicable provisions

AUTOMATING COMPLIANCE

Our software automatically collects data elements within each lease to track components that are subject to GASB 87 compliance – whether entire leases or a discrete aspect of a given lease – and the established GASB 87 rules are applied.

FUNCTIONALITY

Building on an extensive catalogue of capabilities, the GASB 87 module offers a range of functionality to ensure compliance with the new standard, including the following features:

- Organizing agreements
- Identifying provisions within agreements that will need to comply with GASB 87 reporting requirements
- Degree of certainty
- Discount rate by user defined category

- Present value calculations
- Affected GL accounts
- Interest rate effects
- Policy & methodology decisions
- Transactional entries
- GASB 87 financial statement notes
- Principal by payment, in total, and for selected periods
- Interest by payment, in total, and for selected periods
- Notes/comments/attachments
- Reporting categorization
- Reports with detail support for both transactional entries as well as F/S Note disclosures

HOW IT WORKS

- We help you to develop agency-specific rules & procedures.
- You can easily import all your lease data in a single batch, or an automated wizard function can guide you through a step-by-step process for individual leases.
- Our software automatically evaluates and classifies each lease (and discrete components of leases) and applies GASB 87 rules.
- At the end of reporting periods, you can run reports that provide the adjusting journal entry to comply with GASB 87 recordation requirements. This simplifies the recordation process but maintains audit traceability to the individual details.
- Our software provides default accounts for GASB 87 required footnotes and disclosures for annual financial reporting, and others can be used as appropriate.

SEAMLESS INTEGRATION

Our business and revenue software includes standard export Application Programming Interfaces (API) that are extensible and configurable to most ERP system's General Ledger and Accounts Receivables, enabling the seamless flow of data. Civix will integrate PBRM with the ERPS INFOR/Lawson as we have with over 40 other ERP systems.

LEADING TECH BACKED BY THE EXPERTS

When you partner with Civix, your team is enriched with licensed CPAs who are the very best when it comes to government accounting standards (and you may recognize them from any number the industry panels where they've shared their expertise.) These accounting management experts have guided our UI/UX designers, system architects, developers, and testers to ensure that our software works, not just for GASB 87 compliance, but for you too.

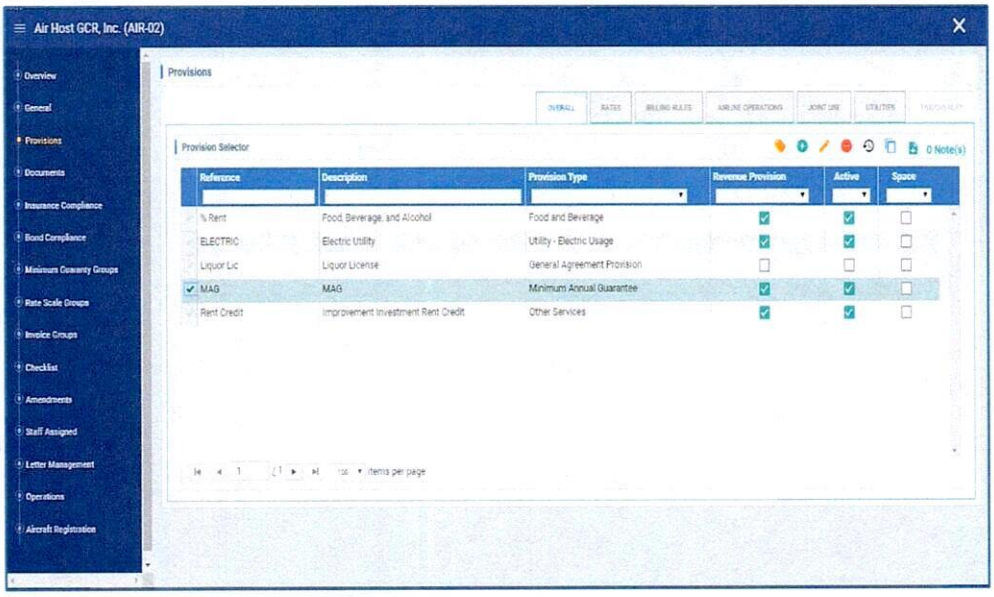
SECURE HOSTING ENVIRONMENT

Civix provides hosting services through Microsoft Azure Cloud, which is designed to meet the higher-level security and compliance needs for sensitive, dedicated, U.S. Public Sector workloads found in regulations such as United States Federal Risk and Authorization Management Program (FedRAMP), Payment Card Industry (PCI), Data Security Standards (DSS), Department of Defense Enterprise Cloud Service Broker (ECSB), Criminal Justice Information Services (CJIS) Security Policy and Health Insurance Portability and Accountability Act (HIPAA). MS Azure is SOC-2 compliant.

PBRM/GASB 87 Functionality

Agreements Review and Classification

Once a complete inventory of all agreements has been entered into PBRM, each will be evaluated and classified as falling under GASB 87 or not. For those determined to be leases subject to either Transaction reporting or Note Disclosure reporting under GASB 87, the agreement will be reviewed in detail and the established GASB 87 rules applied. The methodology of this review will be determined based upon the source of the information (e.g., hard copy or electronic) and the availability of key data elements. Some agreements may be required to be reviewed due to their hard copy format whereas others exist in electronic format. Additional discovery is required to determine the appropriate methodology. For example, there are various conditions to be evaluated when determining the "term" (length) of the lease including renewal options, cancellation rights, which party or parties have rights of cancelation or renewal, and the likelihood of these events occurring (under some situations the likelihood of occurrence is irrelevant).



PBRM Lease Agreement Details

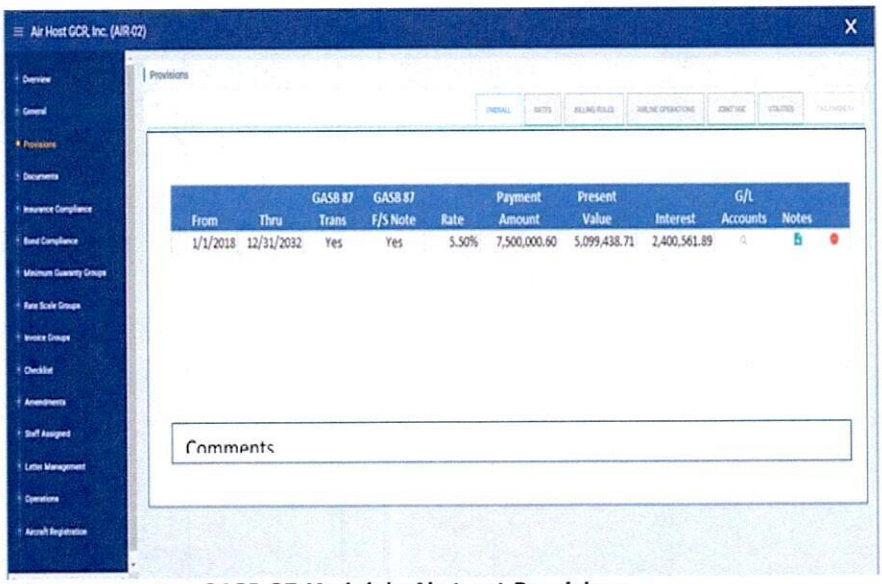
Option to Period Lease Term Determination Matrix

	Lessee only	Lessor only	Both parties must agree	Either party without other party permission
Periods under Option to Renew (1)	include	include	exclude	
Periods under Option to Terminate (2)	include	include		exclude
(1) reasonably certain to extend				
(2) reasonably certain NOT to terminate				

The initial term is based upon the assumption that the lessee has a noncancelable right to use an underlying asset. In some cases, the lease document may have to be examined to determine how the option periods fit into the determination matrix.

As part of the review, key data elements will be gathered for each appropriate agreement provisions, such as:

- Lessor or Lessee
  - GASB 87 (transactional)
  - GASB 87 (F/S notes)
  - From (start) Date
  - Thru (end) Date
  - Payment Frequency
  - Number of Periods
  - Discount Rate by Category (may vary by agreement and/or lessee/lessor perspective)
  - Payment Amount (for individual payment)
  - Total Payment Amount
  - PV (automatically calculated)
  - Interest (automatically calculated)
  - G/L Accounts (both balance sheet and income statement accounts)
  - Notes / Comments / Attachments
  - Allows for remeasurements if appropriate
- For Lessee
  - Right of Use Asset
  - Amortization Method Term (straight-line, accelerated, sum-of-periods, unit usage)
  - Residual value of Right of Use Asset
- Identification of special situations, such as
  - Related Party Leases
  - Sub-Leases
  - Sale- leasebacks
  - Lease – leasebacks

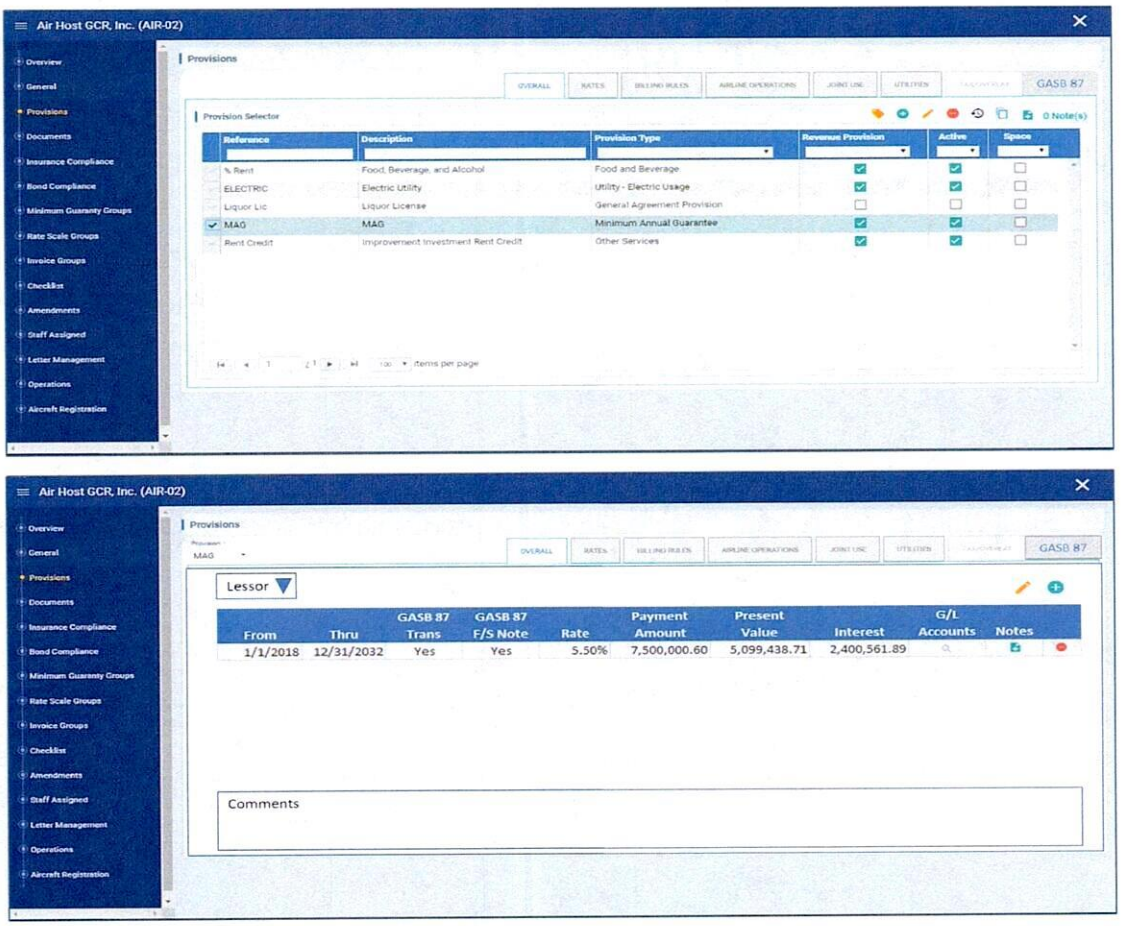


GASB 87 Module's Abstract Provisions

PBRM provides administrative tools for document and agreement management. Within each of the agreements, all relevant provisions and other agreement management features can be used. Users can leverage overall agreement management functionality to manage this additional reporting requirement.

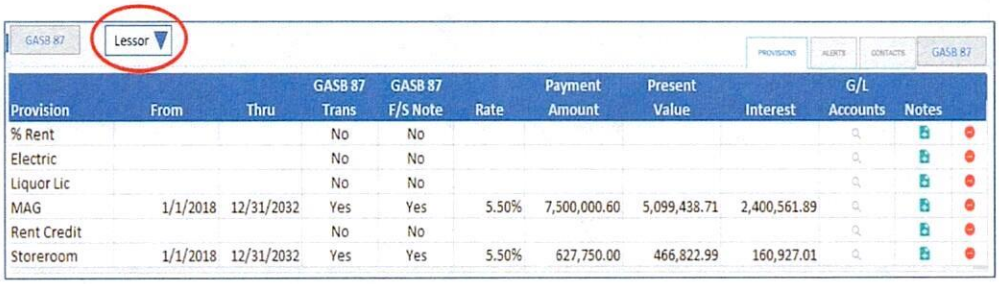
The following provides an overview of PBRM's provision data management:

- Ultimately the GASB 87 data will be stored with the associated provision
- There will be some data elements and updates that can be accomplished globally across all agreements based upon the Agreement Type and/or the Provision Type
- Other data elements and updates can be managed for multiple provisions within an agreement
- Some data and updates will have to be managed at the individual provision screen (our approach is to minimize the use of this last method although in some circumstances it could be necessary)
- Documents and documentation can be attached to the agreement and provision within PBRM for easy reference



Core Provision information (at the Provision level)

Users have the ability to toggle each relevant view by Lessor or Lessee:



Provision	From	Thru	GASB 87 Trans	GASB 87 F/S Note	Rate	Payment Amount	Present Value	Interest	G/L Accounts	Notes
% Rent			No	No						
Electric			No	No						
Liquor Lic			No	No						
MAG	1/1/2018	12/31/2032	Yes	Yes	5.50%	7,500,000.60	5,099,438.71	2,400,561.89		
Rent Credit			No	No						
Storeroom	1/1/2018	12/31/2032	Yes	Yes	5.50%	627,750.00	466,822.99	160,927.01		

Lessee/Lessor toggle

Determining GASB 87 Applicability

The most relevant of exclusions for an agency is the wording in GASB 87 related to "regulated" leases such as signatory leases (and maybe some non-signatory as well – depending upon how they are structured). These are exempt from GASB 87's transactional recordation requirements. However, even though they are exempt from the recordation requirements, there are separate footnote reporting requirements for these leases.

As part of the process, rules will be established to identify excluded agreements or parts of agreements as well as those parts of agreements that are subject to transactional recordation requirements and/or note disclosure requirements.

Providing more detail, the first step is to establish a set of rules and methodology. Next comes an assessment of the current inventory to ensure that all agreements are explicitly accounted for and classified based upon the established rules. As a part of the classification process, the following will apply to all agreements that are determined to be leases.

Leases, agreements, and contracts will be organized and placed into two buckets:

- 12 months or less – these can be ignored, as directed by GASB
- Greater than 12 months – inclusive of renewal options

For those greater than 12 months, the specific provisions are delineated into:

- Not subject to GASB 87
- Subject to GASB 87

For those subject to GASB 87:

- Determine the term (length of time) of the individual provision
- Determine the fixed amount that will be subject to the Present Value (PV) calculation
- Process the item through the PV calculator
- Use an aggregation tool (PBRM) to combine all items into a usable/reportable format

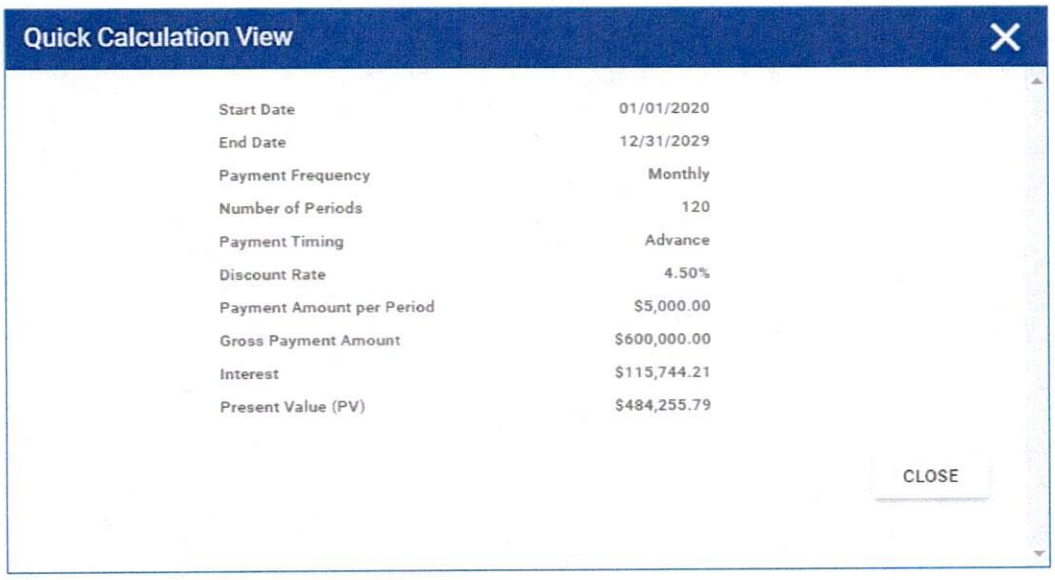
Applicable GASB 87 Contracts/Leases

A standard PV calculation is done using the key data attributes at each agreement provision level. Key attributes include Term (period of time), Discount rate, and Amount.

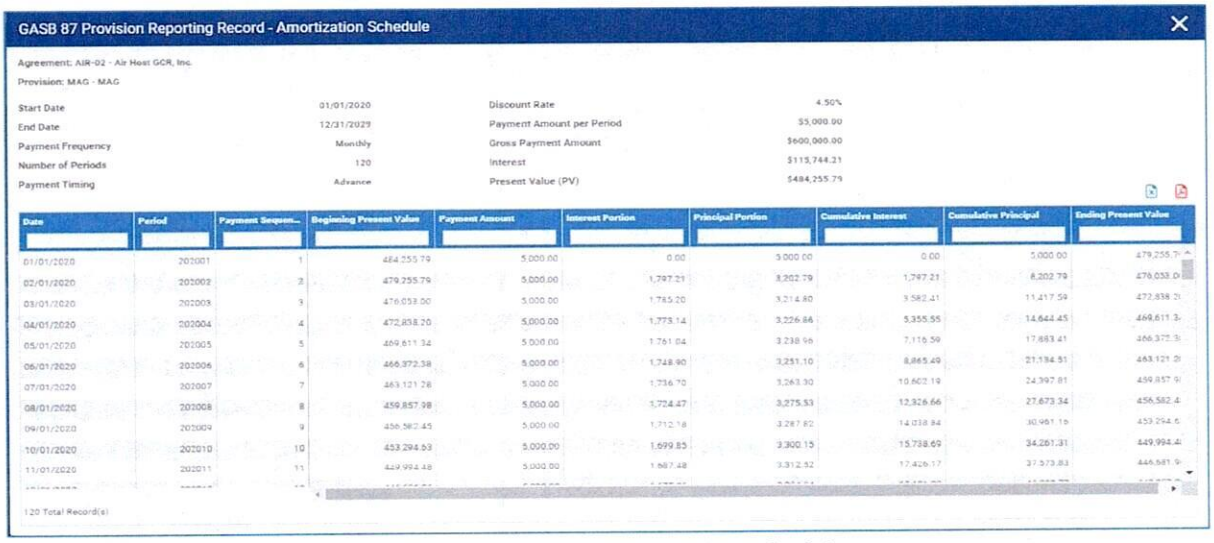
We believe it's important to do this calculation at the individual provision level because each provision may have different values for the calculation elements. This is especially true from agreement to agreement.

The PBRM reporting engine is date-specific so that users can select any date time frame. The PBRM approach is to aggregate all provisions for the selected reporting time period and produce a journal entry based upon the combination of all provisions by G/L account and the provisions' amortization schedules. Normal routine processing is envisioned to continue as it is done today.

At the end of the reporting period (monthly, quarterly, semi-annually, annually, etc.), users will run the report that will provide the adjusting journal entry to comply with GASB 87 recordation requirements. This simplifies the recordation process but maintains audit traceability to the individual details.



Typical summary-level amortization schedule



Typical detail-level amortization schedule

This figure shows that rather than make individual entries for each agreement provision (there may be hundreds) similar to the sample amortization schedule, the report would combine this amortization with all others for the period to produce a single journal entry. The details would always be available for traceability.

So, in this example, if the entry is annual, the interest transaction of $274,849.70 would be combined with that of all other interest calculations for a single journal entry.

Similarly, reports are available to support footnote presentations.

Month	Month Total	Interest	Rent
1	41,666.67	23,372.43	18,294.24
2	41,666.67	23,288.58	18,378.09
3	41,666.67	23,204.35	18,462.32
4	41,666.67	23,119.73	18,546.94
5	41,666.67	23,034.72	18,631.95
6	41,666.67	22,949.32	18,717.35
7	41,666.67	22,863.54	18,803.13
8	41,666.67	22,777.35	18,889.32
9	41,666.67	22,690.78	18,975.89
10	41,666.67	22,603.81	19,062.86
11	41,666.67	22,516.43	19,150.24
12	41,666.67	22,428.66	19,238.01
Total	500,000.04	274,849.70	225,150.34

Sample Amortization Schedule

Financial Statement Note Reporting is outlined in the following table.

Financial Statement Note Reporting Overview

Financial Statement Note Reporting
1. Amounts received under lease agreements for the year (both principal and interest).
2. Amounts related to regulated leases.
3. Amounts, by year for the next 5 years, related to amounts to be received from long-term leases (both principal & interest).
4. Total beyond 5 years related to amounts to be received from long-term leases (both principal & interest).
5. Amounts, by year for the next 5 years, related to amounts to be paid for long-term leases (both principal & interest).
6. Total beyond 5 years related to amounts to be paid for long-term leases (both principal & interest).
7. These will be aggregated by selected agreement type grouping.

Reporting

Please see items 6 and 7 in this section for additional information on GASB reporting.

Transactional Reporting Features

Reporting is date sensitive and can be run at any time for any period range (month, quarter, semi-annual, annual). Simply enter a starting date and an ending date and PBRM will produce the debit and credit entries needed. Historical data remains intact and detailed reporting transactions (by provision by period) are recorded in a separate GASB 87 transaction table that supports the aggregate reporting. PBRM also provides full audit traceability.

There are two types of reporting: Transactional (i.e., journal entries will be made) and Financial Statement Note disclosures.

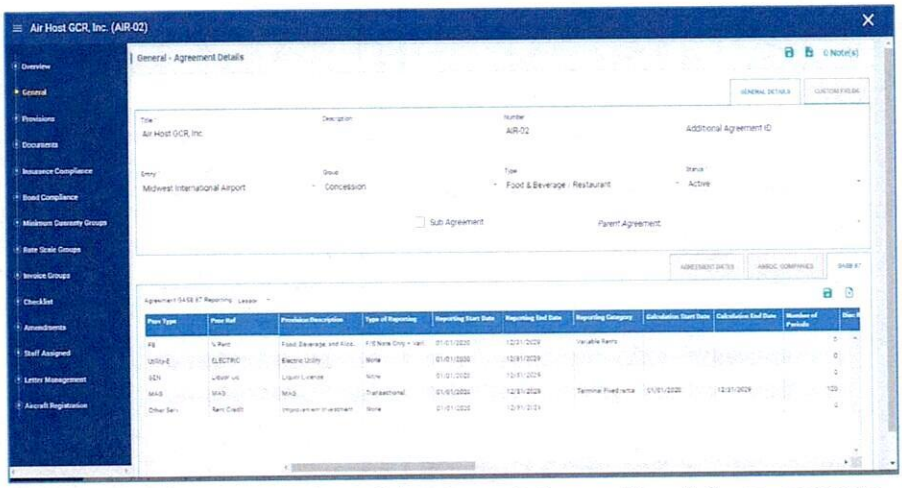
PBRM allows users to designate a reporting record as "Transactional", "F/S Note – Fixed", or "F/S Note - Variable" to facilitate Financial Statement Note disclosures. Each reporting record also has a designated reporting category for Financial Statement Note categorization (i.e., type of lease). Date specified reporting is then used to provide the information for the required GASB 87 Financial Statement Note reporting and disclosures. This includes the by-year reporting for the subsequent five-year period and the aggregate reporting for years beyond the next five years. This also includes reporting of actual payments for appropriate records if the actual payments (whether received or made) are available to PBRM.

For GASB 87 reporting, there will be default accounts, but others can be used as appropriate. PBRM has a section to enter only those accounts that are to be used.

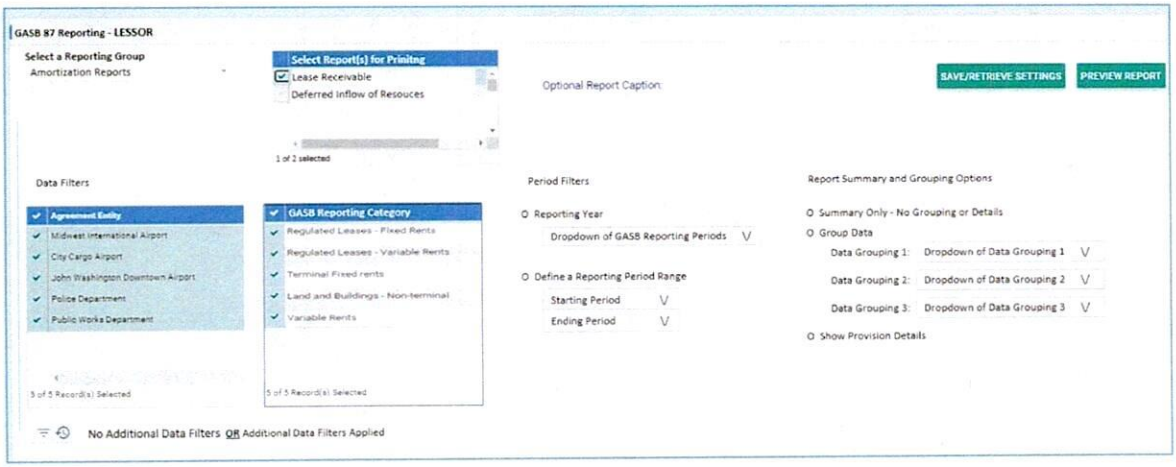
Lessor and Lessee Reporting

Lessor	Lessee
Balance Sheet	
Long-term Receivable	Long-term Liability
Deferred Revenue	Leased Asset (amortized through Asset management process)
Income Statement	
Interest Income	Interest Expense
Revenue (various rent accounts)	Operating Expense

Because PBRM records ongoing routine transactions (both revenue invoices and lease payments) as they are today, at gross, the agency would make aggregated adjustments at the end of the reporting period to adjust the financial statements to comply with GASB 87 requirements.



Reporting options (i.e. financial statement, transactional) for agreements



Typical GASB 87 Reporting Filter

Lease Receivable Amoritzation Entries
For the Period: January 1, 2022 - December 31, 2022

Account XXXX-XX-XXXXX-01 - Short-Term Lease Receivable	
Balance: December 31, 2022	1,000,000.00
Balance: December 31, 2021	1,050,000.00
Adjusting Entry - Debit (Credit)	-50,000.00
Account XXXX-XX-XXXXX-02 - Long-Term Lease Receivable	
Balance: December 31, 2022	10,000,000.00
Balance: December 31, 2021	10,500,000.00
Adjusting Entry - Debit (Credit)	-500,000.00
Account XXXX-XX-XXXXX-03 - Lease Rent Revenue	
Lease Receivable Principal Amortization - Debit (Credit)	52,000.00
Account XXXX-XX-XXXXX-04 - Concession Revenue (MAG)	
Lease Receivable Principal Amortization - Debit (Credit)	520,000.00
Account XXXX-XX-XXXXX-05 - Lease Interest Income	
Lease Receivale Interest Income - Debit (Credit)	-22,000.00
Net Debits and Credits	0.00

Sample Lease Receivable Amortization report

ITEM 3. PARTNER, MANAGER, SUPERVISOR AND STAFF QUALIFICATIONS AND EXPERIENCE

Civix has a dedicated Product Team focused on GASB 87 lease management and financial reporting. In addition to CPAs, we include project management professionals, revenue finance SMEs, and former municipal executives, all of whom possess years of experience in revenue and lease management.

Following staff resumes, we have included a brief description of our proven project approach to get you Live on time and in budget, and to provide the support you need to make this endeavor a success for the City.

Matt Stebbins, Senior Project Manager

- Southern California location
- 10+ years of project management experience
- Skilled in crisis management and de-escalation
- Extensive experience in management leadership and team development, product management, and software demonstration

EDUCATION/TRAINING

- Project Management Certification, UC Santa Barbara
- B.S. in International Relations, Seton Hall University

Matt is a skilled project manager located in Southern California and manager of client services resources. He excels in resolving client challenges with innovative solutions, systems/process improvements proven to increase efficiency, customer satisfaction, and using best practices for growing and managing successful teams. In his previous roles, Matt has managed multiple teams of project managers and client services customer success/account managers. His successes include rollouts of multiple implementation and best practices reviews for products, from rapid go-live to multi-year projects. In addition, he has experience training internal corporate commercial trainers, new hires, and mentoring account managers in project management and client support.

Relevant Project Experience

Public Business & Revenue Manager (PBRM) and Airport Business & Revenue Manager (ABRM)
Client: More than 45 clients worldwide
Description: Matt has worked with internal and external teams to implement and maintain PBRM and ABRM. The solution is a comprehensive property management, billing, revenue management and GIS solution that manages leases, properties, and accounts receivable functions. It is the foundational platform which includes integration points to existing systems, allowing agencies to pinpoint the most effective means to manage, track, and generate revenue.
Project Role: Matt is Senior Project Manager.

Relevant Prior Experience

Yardi Systems, Manager, Consulting Practices. Matt served in several roles at Yardi; most recently, he managed multiple teams of project managers and client services customer success/account managers for Tier I, II and III clients in the US. Successes include simultaneous roll-out of multiple implementation and best practices reviews for Voyager products, from rapid go-live to multi-year projects for REITS and industry leaders in the Commercial Industrial, Office, and Retail markets.

Remedy Intelligent Staffing, Business Analyst. Matt led the organization's transition of Billing/AR modules to Peoplesoft, implementing new and improved process design.

Stephen C. Parrino, CPA, CGMA, Accounting and Leasing Subject Matter Expert

- 20+ years' experience in accounting, finance, and tax reporting
- Developed controls and workpapers for financial reporting of lease right of use asset and lease liability

Stephen has extensive experience implementing lease accounting standards, and assisted in the development, testing, and roll-out of the Tririga lease system. He serves as accounting and leasing SME for projects that require monthly and quarterly lease accounting calculations, and projects that maintain fixed asset database using Real Asset Management.

EDUCATION/TRAINING

- B.S., Accounting and Finance, Louisiana State University

SKILLS

- Microsoft Office
- IBM Tririga
- Real Asset Management
- Google Workspace/G Suite Applications
- Quickbooks
- Various income tax preparation software

Relevant Project Experience

Public Business & Revenue Manager (PBRM) and Airport Business & Revenue Manager (ABRM)
Client: More than 45 agencies worldwide
Description: The solution provides the advantages of web accessibility and .NET Framework technology to manage all aspects of business operations. Modular in design for flexibility in meeting each airport's specific needs, features address Agreement Management, Space Management, Rates and Charges, GIS-based Mapping, Billing, Accounts Receivable, Utility Management, Activity Statistics, and more.
Project Role: Stephen is leasing SME for many of the installations.

Public Business & Revenue Manager (PBRM)
Client: State of Oklahoma, Office of Enterprise Services (OMES)
Description: Civix is currently implementing ABRM's sister solution, PBRM/GASB 87 for use by 160 state agencies. Using a tailored combination of PBRM modules, Civix is providing OMES with a solution to prepare amortization and asset depreciation schedules, features a lease calculation function, and serves as a repository for an estimated 15,000 leases.
Project Role: Stephen is leasing SME for this installation.

Relevant Prior Experience

Lamar Advertising Company: Stephen served as Financial Systems & Real Estate Accountant and was responsible for implementing Lease Accounting Standard 842 and contributed to the development, testing, and roll-out of Tririga lease system. He also developed controls and workpapers for financial reporting of lease right of use asset and lease liability, prepared monthly and quarterly journal entries/footnote calculations related to lease accounting, maintained fixed asset database using Real Asset Management, reviewed new fixed asset purchases, recorded sales and disposals of fixed assets, reconciled Gain on Sales accounts, prepared depreciation expense projections for budget purposes, and reviewed and reconciled General Ledger accounts and prepared necessary adjusting journal entries.

Coastal Ecology Group: As Controller, Stephen performed all accounting responsibilities, including accounts payable, billing, accounts receivable, bank reconciliations, and preparation of financial statements using Quickbooks accounting software. He also assisted with field work on Phase I Environmental Site Assessments.

Patrick Brady, CPA, PMP, CGMA, Senior Revenue Subject Matter Expert

- 30+ years of experience in public financial and accounting management industries
- Integral part of the team that developed PBRM/ABRM
- Extensive experience implementing financial solutions at large and small organizations

A Civix staff member since 2005, Pat plays a key role in implementing Civix's Business & Revenue Manager solution. He was actively involved in the development and implementation of Civix's financial solutions at many organizations including:

- States of Maryland and Rhode Island
- City and County of San Francisco
- Cities of Santa Barbara, New Orleans, Baton Rouge, and City of Little Rock

Prior to joining Civix, Pat worked for a national transportation management consulting company, where he served as Project Manager for development and implementation of all financial applications for public agencies.

EDUCATION

- M.B.A., 1975
  University of New Orleans
- B.A., Biological Sciences, 1974,
  Univ. of New Orleans
- Post Graduate Studies in
  Accounting, LSU and
  University of New Orleans

CERTIFICATIONS

- Project Management Professional (PMP)
- Chartered Global Management Accountant

MEMBERSHIPS

- American Association of Airport Executives
- Airports Council International
- American Institute of Certified Public Accountants
- Project Management Institute (PMI)

Relevant Project Experience

Airport Business & Revenue Manager (ABRM)
Client: Tan Son Nhat International Airport, Ho Chi Minh City (Saigon), Vietnam
Description: As subcontractor to SITA, Civix provided the new international terminal with a Revenue Management System consisting of ABRM's Agreement Management, Contact Management, Statistics & Billing, and Accounts Receivable modules.
Project Role: Pat was project manager. He documented requirements and created an implementation plan to effect process improvements and improve efficiency at the airport.

Integrated Property Management, GIS, and Billing System
Client: San Francisco International Airport
Description: This Property Management, GIS, and Billing System manages all leases, properties, activities, and accounts receivable functions at the airport and integrates with other airport applications. The complete, customized, suite includes a series of integrated sub-modules which provide a comprehensive solution to manage all facets of airport activity and revenue.
Project Role: Pat was project manager and assisted in the implementation.

Herbert Barnes, SHRM-SCP, PHR, Senior Revenue Subject Matter Expert

With more than three decades of IT/technology industry experience, Herbert is an accomplished solutions-driven product manager with extensive management and consulting experience for distributed software implementation organizations in cross-functional environments. Herbert is skilled in both system implementation and change management and has assisted organizations transitioning to enterprise technology to achieve their technology goals. Herbert has led international, cross-functional teams for a variety of industries and has delivered strategic initiatives that improve systems, processes and bottom-line results. As product manager for Civix's financial software, Herbert leads new client implementations, assists current clients with their transition to the software's latest version, and addresses clients' additional needs and concerns.

Relevant Project Experience

Public Business & Revenue Manager and Airport Business & Revenue Manager
Client: 45+ agencies
Description: Civix's lease management solution serves as a foundational platform which includes integration points to existing systems, allowing agencies to pinpoint the most effective means to manage, track, and generate revenue.
Project Role: Herbert is ERP/HR Systems SME.

Relevant Prior Experience

CherryRoad Technologies Inc.: Herbert served as Director of Project Management Office (PMO), Cloud Services.

Applications Software Technology: As Practice Director/Project Manager. Herbert contributed to the firm's growth and development by providing client management, delivery, business development, and people development.

Deloitte Consulting: Herbert served as Manager where he managed day-to-day interactions with executive clients and sponsors. He managed and delivered engagements that identified, designed and implemented Human Capital Management (HCM) technology, and creative business solutions for large companies.

Xcelicor Incorporated: Herbert served as Manager for global HCM implementations for multi-national companies operating with multiple business groups.

EDUCATION/TRAINING

- MBA, Graduate Division College of Business Administration, 1993
  Loyola University
- B.S., Computer Information Processing, minor in Business Administration, 1987
  Loyola University

CERTIFICATIONS

- Senior Certified Professional (SHRM-SCP, active December 2015 – February 2022
- Professional in Human Resources (PHR), active April 2009 – February 2022
- Oracle Cloud Story, Applications Cloud Operations Implementation Specialist, and HCM certifications

SKILLS

- Business and IT Alignment, Cost Management, Enterprise Implementations, Key Performance Indicator (KPI), Process Improvement, Program and Project Planning, Project Life Cycle

Erik Swanson, Senior Revenue Subject Matter Expert

- 17+ years of project management experience
- Extensive experience developing and implementing enterprise-level accounting systems

EDUCATION/TRAINING

- MBA, Tulane University
- BS, Management (MIS), University of New Orleans

Erik is a skilled business professional with strong background in identification, selection and deployment of technology solutions via sound project management and business analysis best practices. Erik's core competency is the ability to lead stakeholders through technology transition. At Civix, Erik serves as project manager for the Airport Business & Revenue Manager (ABRM) software application.

Relevant Project Experience

Airport Business & Revenue Manager (ABRM)/Public Business & Revenue Manager (PBRM)

Client: More than 40 airports/agencies worldwide
Description: Civix's Airport Business & Revenue Manager is a comprehensive property management, billing, revenue management and GIS solution that manages leases, properties, aeronautical activities, and accounts receivable functions at an airport. ABRM serves as a foundational platform which includes integration points to existing systems, allowing airports to pinpoint the most effective means to manage, track, and generate revenue.
Project Role: Erik serves as project manager.

Relevant Prior Experience

Wells Fargo (Contracted via Granite Solutions Groupe)

Responsibilities: Erik was Implementation Lead. He maintained the following responsibilities:

- Marketing on Demand (MOD) Project: Implementation lead for project to deploy MOD, an enterprise marketing platform solution intended to reduce resources, risk and time-to-market required to create and distribute marketing collateral.
- Stakeholder Management: Primary point of contact and liaison across project team, IT, vendor, creative team and internal client. Scheduled appropriate meeting cadences to proactively facilitate communication of deployment activities, hurdles and solutions with cross-functional & business stakeholders.
- Requirements Identification & Prioritization: Identified/elicited business and functional platform requirements. Prioritized requirements with internal client using three-tier scale. Go-forward requirement decisions evaluated via level of business need as compared with level of effort / resources to build & deploy.
- Integrations: Partnered with stakeholders and SMEs to identify system integration inventory based on need and LOE to integrate. Integrations included: 1) MOD (vendor, cloud-based solution) to internal Wells Fargo marketing list scrub system, 2) MOD to internal Wells Fargo print vendor identification and routing system (for printed marketing collateral).

SapientRazorfish (Contract)

Responsibilities: Erik was Product Manager. He maintained the following responsibilities:

- Cargill Agriculture Supply Chain Project: Product Manager for project to improve commodities futures contract & firm bid/offer process.
- Current/Future State Review: Analyzed and diagrammed complex current state contract and firm bid/offer process via Visio. Led client meetings to review current state process and to discuss opportunities for efficiency with proposed future state solution.

Thomson Reuters (Contracted via EPAM Systems Inc.)

Responsibilities: Erik was Senior Business Analyst. He maintained the following responsibilities:

- Data Privacy Advisor (DPA) Project: Agile/Scrum Sr. BA for one of four development teams building a cross-jurisdictional application (DPA) designed to assist data privacy professionals, compliance officers and attorneys with access to data privacy rules, legislation and regulatory

guidance from around the world. Product leveraged IBM Watson AI technology to facilitate search of Thomson Reuters document content.

IBERIABANK

Responsibilities: Erik was VP, Sr. Project Manager. He maintained the following responsibilities:

- Project Management Methodology: Utilized Agile methodology that involved daily scrum meetings, sprints and go/no-go release decisions.
- Functional Requirements: Translated departmental needs into functional requirements for delivery to internal applications development and/or vendor account managers & IT staff. Delivery was often followed by a WebEx call to address any questions about intention, feasibility of development and timeline.
- User Acceptance Testing (UAT): Organized groups of internal end-users to test new functionality for loan application and underwriting systems. Test cases were written with assistance of end-user group and performed individually by all end-users in a test environment. Issues identified were reported to development teams for resolution.
- Rate Sheet Pricing: Provided analysis and recommendations for process to update rate sheet pricing for business banking loans with exposure less than or equal to $500 thousand. Goal was to balance organizational appetite for increased loan application volume while maintaining acceptable RAROC hurdles.

Hancock and Whitney Bank

Responsibilities: Erik was e-Commerce Delivery Channel Manager. He maintained the following responsibilities:

- Project Management: Managed retail and small business online banking conversion for a $20 billion financial institution.
- Channel Management: Managed post-conversion strategy and operations for e-Banking and mobile banking platforms with over 200K customer enrollments.
- Platform Enhancements: Organized and led weekly meetings to prioritize and plan for e-Banking platform enhancements and defect resolution. Attendees included upper management, e-Banking vendor (NCR) project manager and internal business systems analysts. This group reviewed status on projects to enhance customer experience in retail and small business online banking platforms.
- Mobile and e-Banking Strategy: Developed roadmap for e-Banking and mobile product development. Strategy included projected product release dates along with coordinated marketing and operations plans. Products in-development included P2P payments and mobile deposit capture for iPhone and Android apps. Strategy further included projected timeline for discontinued support in RIM-based apps while maintaining RIM-optimized WAP mobile banking.

Manny Bonilla, Product Specialist, Revenue Management

- 14+ years customer service and process improvement
- 10+ years leadership experience
- 6+ years compliance experience

Manny is an accomplished solutions-driven manager with value-adding programs experience including management and internal consulting experience in a fast-paced cross-functional environment. He has significant software applications end user experience to help agencies use enterprise technology to achieve their business goals.

Relevant Project Experience

Public Business & Revenue Manager (PBRM) and Airport Business & Revenue Manager (ABRM)
Client: More than 45 agencies worldwide
Description: PBRM and ABRM manage leases, properties, aeronautical activities, and accounts receivable functions at airports and public sector agencies. This foundational platform includes integration points to existing systems, allowing agencies to pinpoint the most effective means to manage, track, and generate revenue.
Project Role: Manny is the revenue manager SME.

EDUCATION/TRAINING

- B.S., Business Administration

SKILLS

- Project Planning
- Leadership Integrity
- Strategic Planning
- Scope Management
- Process Improvement
- Cost Management
- Risk Mitigation
- Quality Management
- Resource Management
- Communication Management
- Training and Development
- Testing Life Cycle

Relevant Prior Experience

Orlando Health, Assistant Manager, Patient Access: Manny served in various positions including Emergency & Trauma Financial Counselor, Admitting Financial Counselor, Financial Counselor Mentor, Imaging Support Specialist, Process Improvement Coordinator, and Supervisor Patient Access. He managed a team of 15 employees taking 800+ inbound calls and 500+ orders daily, 15 insurance verifiers obtaining authorizations and calculating estimates for each patient and accounts payable for insurance companies, and a team of 8 supervisors who assisted in daily operations throughout the centers. Manny ensured accounts payable were audited on a timely basis to receive payment from each account, plus processing, verifying and reconciling invoices.

Advent Health, Lead, Patient Access: Manny led a team of employees in the auditing of patient accounts and collecting monies due. Collaborated with other departments such as Nursing, Imaging, Lab, EMS, Physicians to flow patient care and provide efficiency and increase profitability. Completed payroll review across patient access team within the hospital. Assisted with bill payments, records organization and preparation, and other office duties to support financial and accounting operations.

PROJECT APPROACH

Key Elements of the Project Approach

a) Project charter development: During Discovery, we work with the City's stakeholders to gather detailed information about current state and practices of your data, and using our proven template, develop a charter for your approval. This will guide us through the duration of the project.

b) Risk assessment and management: We have experienced effective program delivery and client satisfaction over many implementations and client engagements – the following are examples of the challenges and risks faced during those projects:

- **Planning** – The project must have effective planning; coordinated and aligned between both parties; understood and monitored at regular intervals to assess progress, risk, and deliverables. The actual planning tool can vary, but the process and commitment of evaluating the overall project plan and progress to goals is critical for a project to remain on track.
- **Resources** – The identification and assignment of qualified resources to the work effort and task at hand will always be a foundational component of successful programs. When projects have high attrition of project resources, the overall velocity and level of quality are put at risk – the investment of time and knowledge of the business processes and the technical application of that information is critical to the implementation of new processes.
- **Time** – Everyone in every position is asked to respond to crisis, accept challenges, cover work that others need assistance with, etc. The reasons are many but getting project team members to have the time to focus on tasks, assignments, analysis, activities is a perennial challenge. Dedicating resources to tasks, establishing reasonable delivery/completion time commitments, and building in flexibility/contingency schedule times is paramount.
- **Locking Scope** – There needs to be a reasonable understanding of what has been committed to in the establishment of scope – a baseline is a key requirement to understanding what is going to be built; what was agreed upon as to what was in the project requirements and what was consider not in – if this is not an agreed upon understanding, then both parties will be on unsettled ground and the project is at great risk for not meeting expectations and not being fully delivered.

To mitigate risk, we follow these best practices:

- **Team Assignment** – Build the project team as soon as possible and have them start working as a team.
- **Business Process Mapping** – Working with the SMEs and Business Analysts, identify and map out the business processes with as much detail as possible. This allows for a foundation to be built that all involved can evaluate, analysis and appreciate where changes are being implements.
- **Change Management** – A new system brings change to the organization. The importance of identifying and managing the message on what is changing and when is paramount for the users and clients of the system to understand.

- **Scope Control** – Once the agreed upon baseline is aligned – all parties need to commit to managing the stated scope and have appropriate controls and processes determined to evaluate changes.
- **Testing, Testing, Testing** – As much as possible, the new system needs to be tested and validated; time and resources need to be allocated and engaged to ensure quality testing.
- **Methodology** – Every situation and environment can be effectively modified using many industry tried and true methodologies; identify and select the one that best fits the investment and the environment. Once selected, stay with it and tailor it to suit the needs of the project.

c) Communication management: The Civix management protocol includes establishing lines of communication with the project teams as well as other stakeholders, regular project status meetings followed by a written summary including action items and assignments.

d) Issues and action item management: Mitigating risk from Day 1 helps avoid issues, as does regular communication. Your project manager is always available for any questions and concerns that arise.

e) Meeting management: Our goal is to have efficient and effective meetings. We understand that everyone's time is valuable, and teams use best practices for status meetings and task-oriented meetings.

f) Change management: Civix uses a standard project management approach to changes that will be communicated to the City in our standard format defining any changes to scope, schedule or cost. The Civix Project Manager will draft and submit to the City for approval/discussion and work collaboratively to come to agreement. Once agreed and approved by the City, Civix will adjust the project plan to reflect the new change.

ITEM 4. SIMILAR ENGAGEMENTS WITH OTHER GOVERNMENT ENTITIES

More than four dozen public sector agencies use our PBRM solution (or PBRM's sister solution, ABRM: Airport Business and Revenue Manager) to manage leasing compliance. We have included references for five agencies with similarities to the City. The City of San Antonio recently awarded its GASB 87

Note that all implementations include ongoing Civix support, and that positions are/were staffed with the same individuals as proposed to the City. Hours for each implementation varied based on agency needs, quality of legacy data, and more. We are happy to discuss this further with the City.

Reference 1	
Customer Name	Berkeley County School District
Customer Contact	Angela Queen, Procurement Specialist
Customer Phone Number	843 899-8785
E-mail Address	queena@bcsdschools.net
Engagement Dates	2022 - ongoing
Civix implemented PBRM to manage all leases and Certificate of Insurances for the District. The solution meets the current financial reporting and operational needs of the District, including required GASB 87 lease calculations, and will help the District comply with future requirements for subscription-based information technology arrangements under GASB 96. From the District: *"Civix has been there throughout the process and helped me figure out the best way to present our leases as required. I highly recommend Civix and the PBRM software, as they follow through with their commitments to their clients, and their software is fully adaptable to each individual vendor."*	

Reference 2	
Customer Name	City of Atlanta
Customer Contact	Tiffany M. Jones, Director, Financial Reporting
Customer Phone Number	404-293-5803
E-mail Address	TMJones@AtlantaGA.Gov
Engagement Dates	2021 - ongoing
Describe Nature of Project and Services Provided to This Client: The City of Atlanta's (COA) Finance Department selected Civix to provide software and services to help the City comply with GASB 87 accounting and reporting needs. In addition, they required consulting services to assist with the implementation of the Standard. The City sought a cloud-based solution that ensured compliance for the City's approximately 140 leases. Civix is currently working with the City to implement Civix Public Business & Revenue Manager, the sister solution to Airport Business & Revenue Manager. As part of this, we are deploying the application's GASB 87 module to manage City GASB accounting and reporting.	

Reference 3	
Customer Name	State of Oklahoma, Office of Management and Enterprise Services
Customer Contact	Matt Clarkson, CPA, Financial Reporting Supervisor
Customer Phone Number	405-521-2759
E-mail Address	Matt.clarkson@omes.ok.gov
Engagement Dates	2021 - ongoing

Describe Nature of Project and Services Provided to This Client:

In 2021, The State of The State of Oklahoma, Office of Management & Enterprise Services (OMES) selected Civix to provide an automated software tool for the implementation of Statement 87 Leases of the Government Accounting Standards Board (GASB 87) to be used by 160 of the state agencies. Civix is currently implementing our Public Business & Revenue Manager (the sister-solution to ABRM, used for public sector agencies) solution to manage leases for the State of Oklahoma. Using a custom-tailored combination of our PBRM modules, Civix is providing the OMES with a software solution that prepares amortization and asset depreciation schedules, features a lease calculation function, and serves as a repository for an estimated 15,000 leases.

Reference 4	
Customer Name	State of West Virginia, Department of Education
Customer Contact	Josh Harner, CPA MSA, Coordinator
Customer Phone Number	304-558-6300
E-mail Address	joshua.harner@k12.wv.us
Engagement Dates	2021 - ongoing

Describe Nature of Project and Services Provided to This Client:

The West Virginia Department of Education (WVDE) selected Civix to provide a software solution to assist 65 Local Education Agencies, which currently consist of 55 local County boards of education, 7 Multi-County Vocational Centers and 3 Educational Services Cooperatives, in complying with the requirements of GASB Statement No. 87 Leases. Civix is currently implementing our Public Business & Revenue Manager (ABRM's sister solution for public sector agencies) solution to manage leases for the WVDE to include billing of leases and operating agreements, tracking of revenue, accounts receivable, and real-time reporting and analytics.

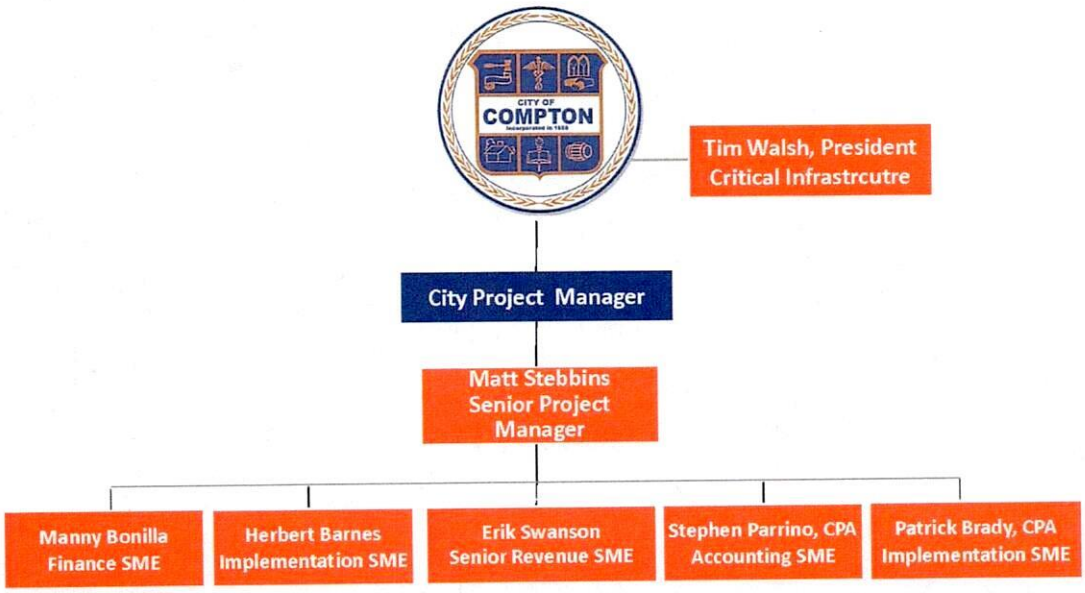
Reference 5	
Customer Name	State of Illinois
Customer Contact	Veronica Williams, MPA, LLM
Customer Phone Number	217-785-1523
E-mail Address	veronica.williams2@illinois.gov
Engagement Dates	2021 - ongoing

Describe Nature of Project and Services Provided to This Client:

After a rigorous procurement process, Civix was selected by the State of Illinois to provide PBRM's GASB 87 module. Compelling factors in the decision included the solution's proven functionality and robust platform, compliance guarantee, and enterprise-wide pricing model, backed by experienced and credentialed financial staff expertise, and support by a strong customer support program. In particular, the State heavily weighed our Civix CPA credentialed staff with over 30 years of public sector financial reporting experience. Some of them wrote the requirements for PBRM and will assist the State with key policy decisions during the implementation process.

ITEM 5. ENGAGEMENT QUALITY CONTROL

The following organization chart highlights the structure of the GASB implementation and support team.



Quality Control

Civix uses the Project Management Institute best practices as a guideline for implementation. We believe the industry's well recognized standards provide excellent guidelines for solid project management, but we often apply our extensive project management and proven industry experience to adapt and extend practices to satisfy a project's specific needs while being flexible to adapt and adjust according to the situation. Solid project management along with open communication and customer trust pave the way for plan adjustments while ultimately delivering the objective.

Civix will provide a Project Management Plan that addresses all stated requirements. Our approach to implementation is based on the following objectives:

- An industry standard implementation strategy that makes optimal use of resources
- Strong project management that includes open, timely, and comprehensive communication with input from stakeholders
- Active, ongoing involvement and participation from stakeholders throughout the implementation activities
- Efficient coordination of tasks required for a smooth flow of implementation activities over the project life cycle

- A comprehensive Implementation Plan, approved by the City, that fosters a clear understanding of responsibilities ensuring a smooth transition from the existing systems to the new proposed system with minimal disruption of daily operations
- Civix will assign a project manager to this project to manage the detailed work and Civix resources needed to perform the work outlined in the implementation plan. The project manager will be the primary point of contact.
- Civix will lead or participate in a weekly status call and will provide the City with a regular status report, including brief descriptions of:
  - Major accomplishments;
  - Key milestones, dates and responsibilities;
  - Upcoming activities and expected goals; and
  - Concerns or issues.
- It is assumed the City will assign a project manager to the project and this individual will serve as the primary interface for the project team in resolving issues, coordinating activities (including sessions, meetings, training, design), and approving deliverables. This project manager will be responsible for leading and monitoring all activities for which City staff are responsible.

Product life cycle performance management and quality assurance activities involve monitoring and evaluating the products and processes to determine if the project is following performance and quality standards as well as identifying and implementing ways to eliminate causes of unsatisfactory results.

Civix establishes a series of QA checkpoints throughout the project life cycle to monitor adherence to procedures, schedule and other performance metrics. The first quality assurance review evaluates the effectiveness of the mobilization and the planning phase. Quality assurance planning defined significant milestones at which Civix and City stakeholders will evaluate tasks completed to reach the milestone. This constant evaluation of quality throughout the life of the project is highly effective in controlling the schedule so that the project is completed on time, within budget, and SUCCESSFULLY!

ITEM 6. REPORTS

PBRM is delivered with predefined analyses, dashboards, and reports. As a general contextual comment, PBRM provides many out-of-the-box reports that will allow the City to select specific report criteria for maximum reporting flexibility. The following reports are standard with PBRM and the GASB 87 module.

PBRM GASB Standard Reports

- GASB 87 Data Validation Reports
  - Agreement Validations
  - Setup Validations
- GASB 87 Transaction Details Report
- GASB 87 JE and Footnotes Reports
- PBRM Checklist Report
- Agreement Abstract
- Agreement Alerts
- Agreement Amendments
- Agreement Billing Rules Summary Report
- Agreement Entity Agreements
- Agreement Rate Scale
- Agreement Rates Summary Report
- Agreement Revenue Analysis Report
- Contact Address Roster
- Contact Company List
- GL Account Analysis Report Sample
- Misc. GL Accounts Report

Required Disclosures Reporting

Once properly configured, our proposed solution does all GASB 87 required disclosures out of the box provided that all of the transactional information needed for the disclosures is available to the software. There could be situations where some of the data needed for disclosures and adjustments is contained in other systems. If that data is interfaced to the software, then it can be reported upon as part of the software's GASB 87 reporting function. In addition, standard out of the box reporting provides the information needed for Financial Statement Note reporting and, if desired, can be used to help write the Financial Statement Note disclosures.

Reports are available in both detail and summary and are available in PDF, XML, Excel, Word, TIF (TIFF), CSV formats. In additional there are multiple standard ad hoc queries that allow the extract of data in a core data format. Additional ad hoc queries can be added as needed. Standard reports fall into three broad categories:

Reports related to agreement and provision set-up: These include reports such as:

- Agreement Abstract (summary roster or detail)
- Lease Expiration
- Rates and Billing Rules Summary
- GASB 87 Provision Reporting Set-up
- Company / Contact Information
- Insurance and Bond Reports

Reports related to GASB 87 transactional entries:

- Reporting is date sensitive and can be run at any time for any period range (month, quarter, semi-annual, annual). Just enter a starting date and an ending date and PBRM will produce the debit and credit entries needed.
- Reports can be run in detail or summary. Most JEs will be in summary. These reports can be run to provide the computational details that support the summary entries.

- Reports filters allow for reporting by various categories and /or entities.
- In the cases above, historical data remains intact. Detail reporting transactions (by provision by period) are recorded in a separate GASB 87 transaction table that supports the aggregate reporting as well as full audit traceability.
- These reports cover the areas of:
  - Lease Receivable Amortization (and related interest income)
  - Deferred Inflow of Resources Amortization (and related revenue entries)
  - Lease Liability Amortization (and related interest expense)
  - Right of Use Asset Amortization (and related amortization expense entries)

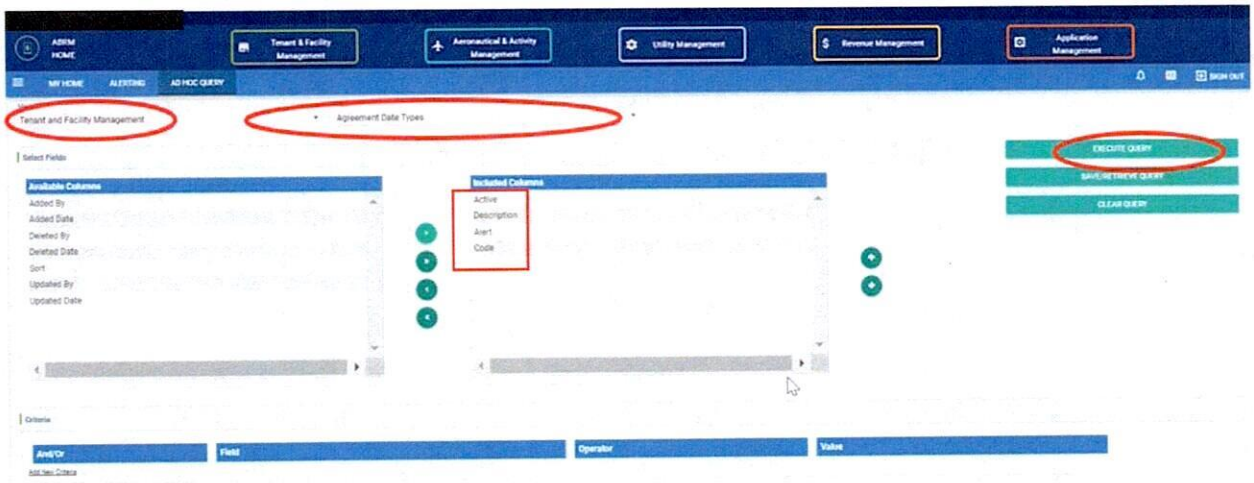
Reports related to GASB 87 financial statement note disclosures: (assuming all data is available to the software):

- Amounts received / paid under lease agreements for the year (both principal and interest).
- Amounts related to regulated leases.
- Amounts, by year for the next 5 years, related to amounts to be received from long-term leases (both principal & interest).
- Amounts, by year for the next 5 years, related to amounts to be paid for long-term leases (both principal & interest).
- Total beyond 5 years related to amounts to be received from long-term leases (both principal & interest).
- Total beyond 5 years related to amounts to be paid for long-term leases (both principal & interest).
- These will be aggregated by selected GASB 87 Reporting Type grouping (the reporting categories are user defined).

ITEM 7. AD-HOC REPORTS

PBRM is delivered with predefined analyses, dashboards, and reports. In addition, the solution includes an ad hoc reporting tool which allows users to create custom reports with a front-end, user-centric interface.

Users can perform ad hoc queries directly from transactional tables. Drag and drop functionality builds the report layout, and users can immediately run the report to obtain real time results. Report export options include formats such as PDF, Excel or Word.



Users can save their own database queries customized to only produce the data they want to see from a general database query:

- Select the fields you want to see
- Change the order of the fields you want to see
- Use the Criteria to return only those records that fulfill a specified condition you are interested in
- Sort the result-set in ascending or descending order
- Save your setting for future ease of use
- Make your setting available to others.

Sample of Base Views

- Agreement Dates
- All Agreements
- All Insurance Information
- Company
- Company Agreement Contact details
- Meter Agreement Assignment
- Provision Base Information
- Rent Roll
- Utility Meter Master Records

Section 3. Dollar Cost Bid

APPENDIX A

SUMMARY OF PROFESSIONAL FEES AND EXPENSES FOR LEASE ACCOUNTING AND MANAGEMENT SOFTWARE REPORTING OF CITY OF COMPTON

Standard quote for the Services as described under "**Scope of work to be performed**" section of the request for proposals.

	Total Hours	Hourly Rate US $	Amount US $
ABRM GASB Software License including unlimited users, leases and entities		Annual	$7,500.00*
Partners Managers Supervisory Staff Other (specify)	Implementation & Training: 42 hours All lease evaluation, recommendation, analysis and data entry as described in Scope of Work b): 40 hours Standard .csv export of data for import into external systems	$200/hr $200/hr Included	$8,400.00 $8,000.00** Included
Subtotal:			$23,900.00
Out of Pocket Expenses: Transportation Other	All implementation and training is planned to be remote. Onsite work can be scheduled as needed at additional expense.	N/A	N/A
Total All-Inclusive Maximum Price for the Services:			$23,900.00
<u>Optional</u>: Debt Module License Debt Module Implementation & Training	 16 hours	 Annual One-time	 $2,500.00*** $3,200.00

Note: The above quotes represent the total all-inclusive maximum prices for the services. The Proposer warrants that all costs have been considered and included in the above quotes.

*Annual fee shall increase by 5% annually beginning in year 2, through the life of the contact.

**Evaluation, analysis, recommendation and data entry costs are based on a maximum of 35 agreements, which should cover the City's complete list of agreements as being "30+".

***Civix's Debt Module is currently in development and due to be released in Q3 2023.

APPENDIX B

PROPOSER GUARANTEES

The proposer certifies that it can and will provide and make available, all services and reports, within the time frame set forth under the "**Scope of work to be performed**" and "**Time requirements**" sections of the request for proposals.

Signature of Official _____

Typed Name **Timothy A. Walsh**

Title **President**

Firm Name **GCR Inc., DBA Civix**

Date **January 19, 2023**

APPENDIX C

PROPOSER WARRANTIES

A. Proposer warrants that it will obtain an Errors and Omissions insurance policy providing a prudent amount of coverage for willful or negligent acts or omissions of any officers, employees, or agents thereof.

B. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the express prior written permission of the City of Compton.

C. Proposer warrants that all information provided in connection with this proposal is true and accurate.

Signature of Official _____

Typed Name **Timothy A. Walsh**

Firm Name **GCR Inc., DBA Civix**

Date **January 19, 2023**

BID OPENING CHECK LIST:

DATE OF THE RFP OPENING: **January 11, 2023**

SUBMISSION DUE DATE: **January 25, 2023**

PROJECT: **2023 City Controller: Lease, Accounting, and Management Software Reporting**

PROJECT MANAGER/CONTACT PERSON: Sharon Rahban

COMPANY	RFP BOND INCLUDED	RFP PRICE	DATE / TIME RECEIVED
feb 23 10am-11am LeaseQuery, LLC ✓			1/25/23 10:00 am
feb 23 1-2pm ? Civix ✓			1/25/23 10:00 am
IGM Technology feb 21 2pm-3pm ✓			1/25/23 12:00 p.m
Visual Lease			1/25/23 2:39 pm

RFPs and Bids

2023 - City Controller: Lease Accounting And Management Software Reporting

Start Date: 01/11/2023

Close Date: 01/25/2023 4:00 PM

The City of Compton is requesting proposals for lease accounting and management software to successfully implement Governmental Accounting Standards Board (GASB) Statement No.87, Leases. This RFP provides the vendor the opportunity to define your capabilities and propose detailed solutions for the City. The selected firm will work collaboratively with the City's in-house team along with possible outside Subject Matter Experts. At this time, the City is seeking a cloud-based lease accounting system which will allow it to be fully compliant with Legacy GASB (including GASB 13 and GASB 62) and GASB 87.

2023 - Controller - Lease Accounting And Management Software Reporting

Return to full list >>

Rating Sheet for GASB 87 Implementation Services RFP

		Rater #1				Rater #2				Rater #3				Rater #4				Average Rating			
Proposal Criteria		Civix	Gravity	Lease Query	Visual Lease	Civix	Gravity	Lease Query	Visual Lease	Civix	Gravity	Lease Query	Visual Lease	Civix	Gravity	Lease Query	Visual Lease	Civix	Gravity	Lease Query	Visual Lease
Approach to service Quality										Absent											
1 The proposal/presentation outlines an approach that is tailored based on obtaining an understanding of the City of Compton activities, operating systems, personnel and special needs.	0-5	5	5	5	3	5	5	5	4		5	4	4	5	4	4	5	5	4.75	4.5	4
2 The proposal/presentation outlines the firm's processes for ensuring an efficient and effective process.	0-5	5	5	5	5	5	4	5	5		5	4	5	5	4	4	5	5	4.5	4.5	5
3 The proposal showcases the firm's commitment to providing quality services by voluntarily adhering to higher standards of quality.	0-5	5	5	5	5	5	5	5	4		4	3	4	4	3	4	4	4.67	4.25	4.25	4.25
4 The proposal/presentation outlines the firm's processes for ensuring on-going access to qualified staff.	0-5	5	5	1	3	4	5	5	5		5	4	4	4	4	4	4	4.33	4.75	3.5	4
5 Is the platform user friendly and appear to be easy to navigate	0-5	4	5	5	4	4	5	5	4		4	4	4	4	4	4	5	4	4.5	4.5	4.25
Team Knowledge and Experience		24	25	21	20	23	24	25	22		23	19	21	22	19	20	23	23	22.75	21.25	21.5
6 The proposal/presentation highlights the firms' commitment to professional training and staff continuity.	0-5	5	5	5	5	5	5	5	3		4	3	3	3	3	3	4	4.67	4.25	4	3.75
7 The proposal/presentation outlines qualifications, industry experience, and strengths for all partners.	0-5	5	5	2	5	5	5	5	2		5	4	4	3	4	3	3	5	4.75	3.5	3.5
8 The proposal/presentation specifies the strengths of assigned team members as well as their years of prior experience in the area of Municipal Government engagement.	0-5	5	5	5	5	5	5	5	3		5	4	4	3	3	3	3	5	4.5	4.25	3.75
9 The proposal/presentation identifies how the firm will comply with applicable industry regulations	0-5	5	5	5	5	4	5	5	3		4	3	3	4	3	3	4	4.33	4.25	4	3.75
10 The proposal/presentation provides the firm's background, client base, licensing information and years in business.	0-5	5	5	5	5	5	5	5	3		4	4	4	3	3	3	3	4.67	4.25	4.25	3.75

Rating Sheet for GASB 87 Implementation Services RFP

		Rater #1				Rater #2				Rater #3				Rater #4				Average Rating			
Proposal Criteria		Civix	Gravity	Lease Query	Visual Lease	Civix	Gravity	Lease Query	Visual Lease	Civix	Gravity	Lease Query	Visual Lease	Civix	Gravity	Lease Query	Visual Lease	Civix	Gravity	Lease Query	Visual Lease
Value Added Services																					
11 It is evident that the firm understands our business and our challenges. The firm is committed to being our business advisor, beyond the audit engagement	0-5	5	5	3	5	5	5	5	3		4	4	4	4	4	4	4	4.67	4.5	4	4
12 Does the platform offer efficient notification systems	0-5	3	3	3	5	5	5	5	4		4	3	4	3	4	3	5	3.67	4	3.5	4.5
13 Does the platform offer other modules to enhance other areas of needed organization for accounting records such as bonds	0-5	4	4	4	2	5	5	5	3		4	3	4	3	4	3	5	4	4.25	3.75	3.5
14 Does the firm offer sufficient staff training services	0-5	5	5	5	5	5	5	5	4		4	4	5	3	3	3	5	4.33	4.25	4.25	4.75
15 Does the platform offer a method for staff to review formulas and work being done by firm's staff	0-5	4	5	3	3	5	5	5	3		4	3	3	3	3	3	4	4	4.25	3.5	3.25
Scope and Pricing of the Engagement																					
16 The proposal/presentation clearly provides a framework for the scope, timing, steps and resources to complete the engagement.	0-5	5	5	5	5	5	5	5	3		5	4	4	4	3	3	4	4.67	4.5	4.25	4
17 The proposal specifies the price for the engagement and how it will be billed.	0-5	5	5	5	5	5	5	5	5		5	4	4	3	4	4	4	4.33	4.75	4.5	4.5
18 The proposal addresses all items requested by us whether verbally or in the RFP	0-5	5	5	5	2	5	5	5	4		4	3	4	3	3	3	4	4.33	4.25	4	3.5
19 The proposed fee is reasonable based on the experience, unique value and knowledge the firm brings to the engagement.	0-5	2	4	5	1	2	3	5	4		4	3	5	3	4	3	5	2.33	3.75	4	3.75
20 Provision of 3 minimum references	0-5	5	5	5	5	5	5	4	3		4	4	4								
Total Points	100	87	91	81	78	89	92	95	69		83	68	76	67	67	64	80	83	79	77	75.75

Score criteria should be based on a 1-5 scale. (5-Excellent, 4-Good, 3-Average, 2-Below Average, and 1-Unsatisfactory

Rating Sheet for GASB 87 Implementation Services RFP

		Rater #1				Rater #2				Rater #3				Rater #4				Average Rating			
Proposal Criteria		Civix	Gravity	Lease Query	Visual Lease	Civix	Gravity	Lease Query	Visual Lease	Civix	Gravity	Lease Query	Visual Lease	Civix	Gravity	Lease Query	Visual Lease	Civix	Gravity	Lease Query	Visual Lease

Excellent: Applicant fully addresses all aspects of the criterion, convincingly demonstrates that it will meet the Government's performance requirements, and demonstrates no weaknesses

Good: Applicant fully addresses all aspects of the criterion, convincingly demonstrates a likelihood of meeting the Government's requirements, and demonstrates only a few minor weaknesses.

Adequate: Applicant addresses all aspects of the criterion and demonstrates the ability to meet the Government's performance requirements. The Application may contain significant weaknesses and/or a number of minor weaknesses.

Poor: Applicant does not address all aspects of the criterion nor is evidence presented indicating the likelihood of successfully meeting the Government's requirements. Significant weaknesses are demonstrated and clearly outweigh any strengths presented.

Unacceptable: Applicant does not address all aspects of the criterion and the information presented indicates a strong likelihood of failure to meet City's requirements.

SaaS Services Agreement

IGM
Cloud Based Financial Close Management

Customer:	The City of Compton, CA	**Contact:**	Sharon Rahban
Address:	205 South Willowbrook Ave Compton, CA 90220	**Title:**	City Controller
E-Mail:	srahban@comtoncity.org	**Phone:**	(310) 605-5500

Services:

Access to Gravity (the "Service(s)") for one year starting the commencement date of the contract.

Annual Service Fees – Year 1:

The Customer has the right to identify up to [5] Named Users to have Access to Gravity. The Service Capacity includes:

Item #	Service	Number of users	Fee (USD)
24	Gravity Lease Management ● GASB 87	5	$8,500
	Total Service Fees – 12 months	**5**	**$8,500**
Item #	**Service**	**Number of users**	**Fee (USD)**

Service Fees for the first year are payable net 30 days after the Effective Date of this agreement

Renewals

If the Customer chooses to renew its subscription to Gravity for additional years with the same Service Capacity, then the Service Fees for the following years will be:

Year	Annual Services Fee (USD)
Year 2	$8,925
Year 3	$9,371

Service Fees in subsequent years will be governed by the terms and conditions of this SaaS Service Agreement. In subsequent years, Service Fees are payable net 30 days after the renewal date.

Implementation Services:

Company will use commercially reasonable efforts to provide Customer the services described in the Statement of Work ("SOW") attached as Exhibit A hereto ("Implementation Services"), and Customer shall pay Company the Implementation Fee in accordance with the terms herein.

Implementation Fee:

(one-time fee):

Service	Fee (USD)
Gravity Lease Management ● Includes data extraction for up to 40 lease contracts ● Measure the reporting requirements for GASB 87	$7,500
Total Implementation Fees – 12 months	**$7,500**

Implementation fees are payable net 30 days after the Effective Date of this agreement.

Company will use commercially reasonable efforts to provide Customer the services described in the Statement of Work ("SOW") attached as Exhibit A hereto ("Implementation Services"), and Customer shall pay Company the Implementation Fee in accordance with the terms herein.This SaaS Services Agreement ("Agreement") is entered into on this _____ day of _____, 2023 (the "Effective Date") between **IGM Technology Corp**. with a place of business at 77 McMurrich St Unit 318, Toronto, Ontario ("Company"), and the Customer listed above ("Customer"). This Agreement includes and incorporates the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

IGM Technology Corp.:

By: _____

Name: _____

Title: _____

The City of Compton, CA

By: _____

Name: _____

Title: _____

CITY OF COMPTON
Recommended for Approval:

By _____ **Dated:** _____
Sharon Rahban Navizadeh, City Controller
City Controller Department

Approved by:

Dated: _____ **By**_____
Jerry Groomes, City Manager

Approved as to form:

By _____ **Dated:** _____
Eric Perrodin, City Attorney

ATTEST:

By _____ **Dated:** _____
Vernell McDaniel, City Clerk

TERMS AND CONDITIONS

1. SAAS SERVICES AND SUPPORT

1.1 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services in accordance with the Service Level Terms attached hereto as Exhibit B.

1.2 Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with the Support Terms attached hereto as Exhibit C.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.

2.2 Customer represents, covenants, and warrants that Customer will use the Services only in compliance with all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Services.

2.3 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment and the administrative and user passwords.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

3.2 Customer shall own all right, title and interest in and to the Customer Data. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.

3.3 No rights or licenses are granted except as expressly set forth herein.

4. PAYMENT OF FEES

4.1 Customer will pay Company the then applicable fees described in the Order Form for the Services and Implementation Services in accordance with the terms therein (the "Fees"). If Customer's use of the Services exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to increase the Service Fees to reflect inflation and ongoing enhancements applied to the software platform, to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then-current renewal term. If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

4.2 Company will bill through an invoice. Full payment for invoices issued in any given month must be received by Company within thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than taxes based on Company's net income.

5. TERM AND TERMINATION

5.1 Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the SaaS Services Agreement, and shall be automatically renewed for additional periods of the same duration as the Initial Service Term (collectively, the "Term"), unless either party requests termination at least thirty (30) days prior to the end of the then-current term.

5.2 In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. Upon any termination, Company will make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days, but thereafter Company may, but is not obligated to, delete stored Customer Data. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. WARRANTY AND DISCLAIMER

6.1 Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7. LIMITATION OF LIABILITY

7.1 NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. MISCELLANEOUS

8.1 If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sub-licensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of California without regard to its conflict of law provisions. Customer agrees to reasonably cooperate with Company to serve as a reference account upon request.

EXHIBIT A
Statement of Work

The Company will provide the following services and comprehensive training:

- Gravity - Implementation Services for Lease Management
  - Comprehensive On-Line Training
  - IGM Consulting Services in setting up and using Gravity to measure and maintain the reporting requirement proposed for GASB 87
  - Data extraction services for up to 40 lease contracts

These Implementation Services will be provided to the Customer within six months of the Effective Date. Implementation Services required by the Customer after this time period could be provided by IGM at IGM's standard consulting services rate.

EXHIBIT B
Service Level Terms

The Services shall be available 99.9%, measured monthly, excluding holidays and weekends and scheduled maintenance. If Customer requests maintenance during these hours, any uptime or downtime calculation will exclude periods affected by such maintenance. Further, any downtime resulting from outages of third-party connections or utilities or other reasons beyond Company's control will also be excluded from any such calculation. Customer's sole and exclusive remedy, and Company's entire liability, in connection with Service availability shall be that for each period of downtime lasting longer than one hour, Company will credit Customer 5% of Service fees; provided that no more than one such credit will accrue per day. Downtime shall begin to accrue as soon as Customer (with notice to Company) recognizes that downtime is taking place, and continues until the availability of the Services is restored. In order to receive downtime credit, Customer must notify Company in writing within 24 hours from the time of downtime, and failure to provide such notice will forfeit the right to receive downtime credit. Such credits may not be redeemed for cash. Company will apply any credits accumulated in the prior annual period, towards the Service Fees in the next annual period.

EXHIBIT C
Support Terms

IGM will provide Technical Support to customer via both telephone and electronic mail Monday – Friday between 6am – 8pm Eastern Time ("Support Hours").

Customer may initiate a helpdesk ticket during Support Hours by calling IGM's customer support line or any time by emailing support@igm.technology

Company will use commercially reasonable efforts to respond to all Helpdesk tickets within one (1) business day.

Emergency customer support is available outside of Support hours and can be initiated by calling IGM's customer support line or emailing support@igm.technology