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
02/20/2024
5:30 PM

CITY COUNCIL CHAMBERS
205 S. WILLOWBROOK AVE
COMPTON, CA 90220

OPENING

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

COMMENDATORY RESOLUTIONS/PRESENTATIONS

1. POWERPOINT PRESENTATION: CULTURAL ARTS PEACE MONUMENT - HWPL (Heavenly Culture, World Peace, Restoration of Light) (Councilmember Lillie Darden)

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

REGULAR AGENDA

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

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

   PARKS AND RECREATION COMMISSION - (CITY CHARTER SECTION 1011) - MARQUEZ GARNICA

   PERSONNEL BOARD - (CITY CHARTER SECTION 1009) - YEWANDE AYODELE

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

   FEDERAL GRANTS ADVISORY BOARD - (CMC SECTION 2-14) (Mayor Emma Sharif)

   PERSONNEL BOARD (CITY CHARTER SECTION 1009) (Councilmember Andre Spicer)

NEW BUSINESS

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON SETTING THE SALARY RANGE FOR THE SECURITY SERVICES SUPERVISOR CLASSIFICATION

5. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTION 7-27 OF CHAPTER VII OF THE COMPTON MUNICIPAL CODE TO ESTABLISH THE FORFEITURE OF NUISANCE VEHICLES ENGAGED IN ILLEGAL SPEED CONTESTS, EXHIBITIONS OF SPEED, STREET RACES, STREET TAKEOVERS, SIDESHOWS, MOTORCYCLE STUNTING AND RECKLESS DRIVING EXHIBTIONS (FIRST READING)

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A MULTI-YEAR PROFESSIONAL SERVICES AGREEMENT WITH PLANETBIDS INC. IN AN AMOUNT NOT TO EXCEED SEVENTY-TWO THOUSAND FIVE HUNDRED NINETEEN DOLLARS ($72,519) FOR ELECTRONIC BIDDING PLATFORM SERVICES, TO AMEND THE CITY CONTROLLER'S FY2023-2024 BUDGET, AND TO ISSUE A PURCHASE ORDER IN THE AMOUNT OF FORTY-THREE THOUSAND SIX HUNDRED EIGHTY-TWO DOLLARS ($43,682) TO PLANETBIDS INC. FOR ELECTRONIC BIDDING PLATFORM SERVICES.

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON

AUTHORIZING THE CITY MANAGER TO ENTER INTO A ONE (1) YEAR STREET SWEEPING SERVICES AGREEMENT WITH TWO (2) ONE-YEAR OPTIONS TO EXTEND AND ESTABLISH A PURCHASE ORDER WITH SWEEPING CORP OF AMERICA FOR CITYWIDE STREET SWEEPING SERVICES ($834,364.60)

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE GENERAL SERVICES DEPARTMENT 2023-2024 FISCAL YEAR BUDGET TO APPROPRIATE $149,717.50 FROM THE INSURANCE RECOVERY FUND AND ENTER INTO AN AGREEMENT WITH PRIORITY HEATING AND AIR CONDITIONING, INC. AND ISSUE A PURCHASE ORDER FOR THE REPLACEMENT OF ELEVEN (11) HVAC UNITS LOCATED AT 700 NORTH BULLIS ROAD ($149,717.50)

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AND ADOPTING THE ANNUAL APPROPRIATION (GANN) LIMIT FOR FISCAL YEARS 2020-2021, 2021-2022, 2022-2023, AND 2023-2024

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TURBODATA SYSTEMS FOR THE PROCESSING AND MANAGEMENT OF PARKING AND ADMINISTRATIVE CITATIONS

11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A MUTLI-YEAR AGREEMENT WITH IGM TECHNOLOGY CORP (GRAVITY) ($14,610) AND ISSUE A PURCHASE ORDER TO IGM TECHNOLOGY CORP (GRAVITY) FOR SUBSCRIPTION-BASED INFORMATION TECHNOLOGY ARRANGEMENTS (SBITA) IMPLEMENTATION SOFTWARE SERVICES ($6,000)

12. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON TO AUTHORIZE AN AMENDMENT TO THE CITY CONTROLLER'S DEPARTMENT FY2023-2024 BUDGET AND TO AUTHORIZE THE CITY MANAGER TO OPEN A PURCHASE ORDER TO TANDYM GROUP LLC, AND ROBERT HALF INTERNATIONAL INC. FOR ACCOUNTING TEMP AGENCY SERVICES ($75,000 FOR ALL AGREEMENTS COMBINED)

COUNCIL COMMENTS

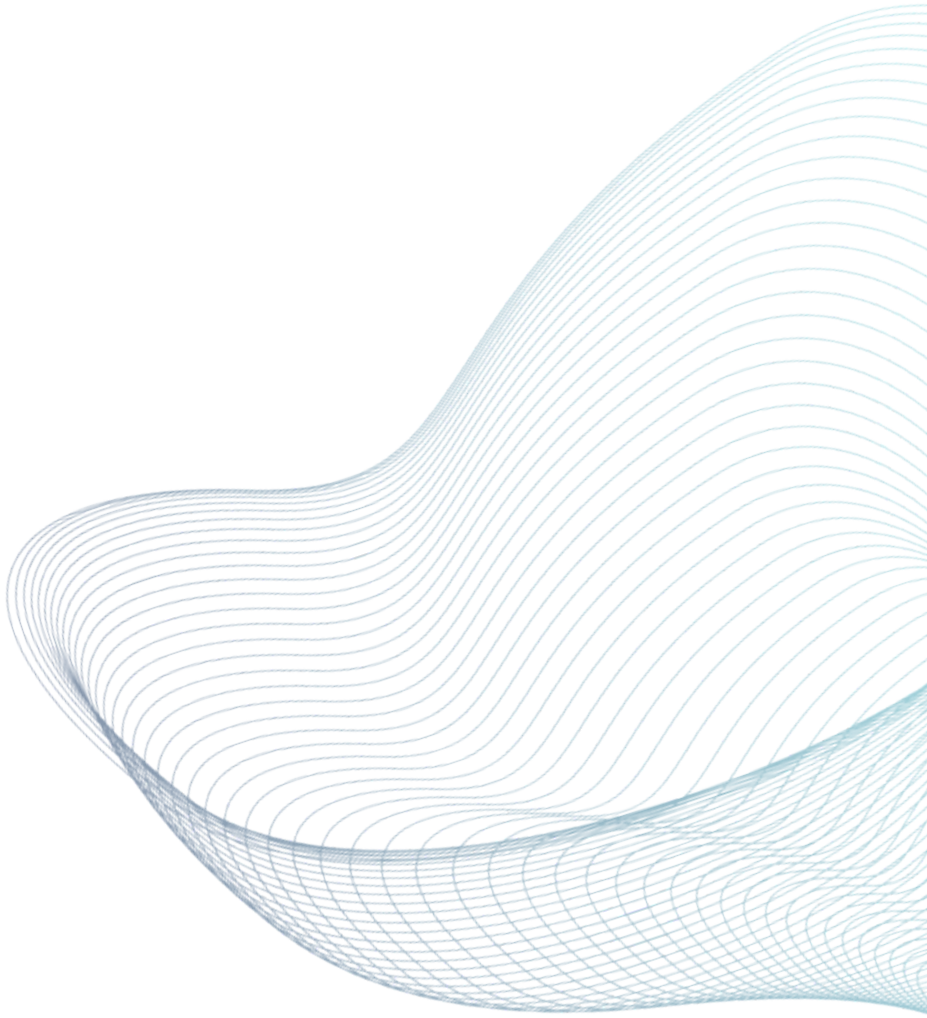
ADJOURNMENT

NEXT REGULAR MEETING: 2/27/2024 5:30PM

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

HWPL LA

WE ARE ONE IN PURSUIT OF PEACE



©2024 HWPL. All Rights Reserved.

Mission: Acting Upon Promises of Peace

Peace Walks

Annual Conferences

Peace Education

International Summit

Peace Officer

IWPG

IPYG

Peace Monument

Peace Concerts

Peace Workshop

Peace Officer Initiative

2 MOUs signed by Yavapai College Chief of Police and Arizona State University (ASU) Chief of Police. HWPL Peace Education will also be implemented at Yavapai College Justice Institute.

HWPL Impact in Compton

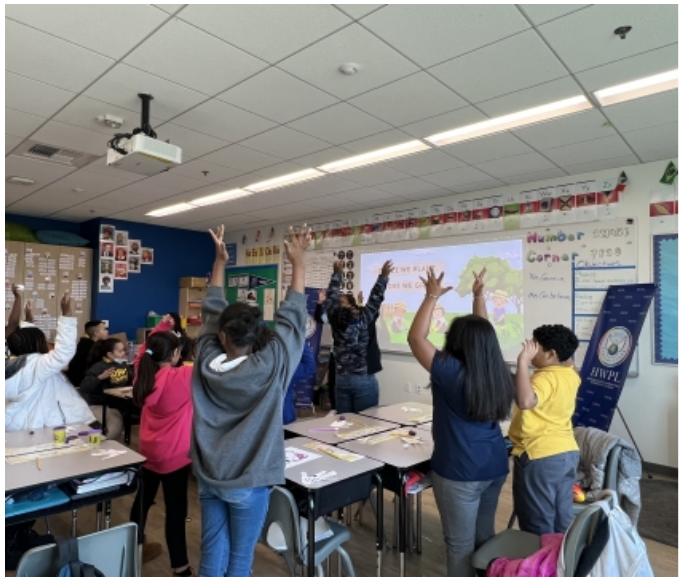
Kelly Park Beautification

Over 15 HWPL Volunteers beautified Kelly Park on Dec 2nd 2023 through trash pick ups and chalk art in their basketball court to commemorate the work of Rosa Parks. Our Volunteers were joined by Council woman Lillie Darden.

Peace Education at KIPP Compton Community

21 students and 5 school staff at KIPP Compton Community School participated in HWPL Peace Education lesson on Friday, February 9th.

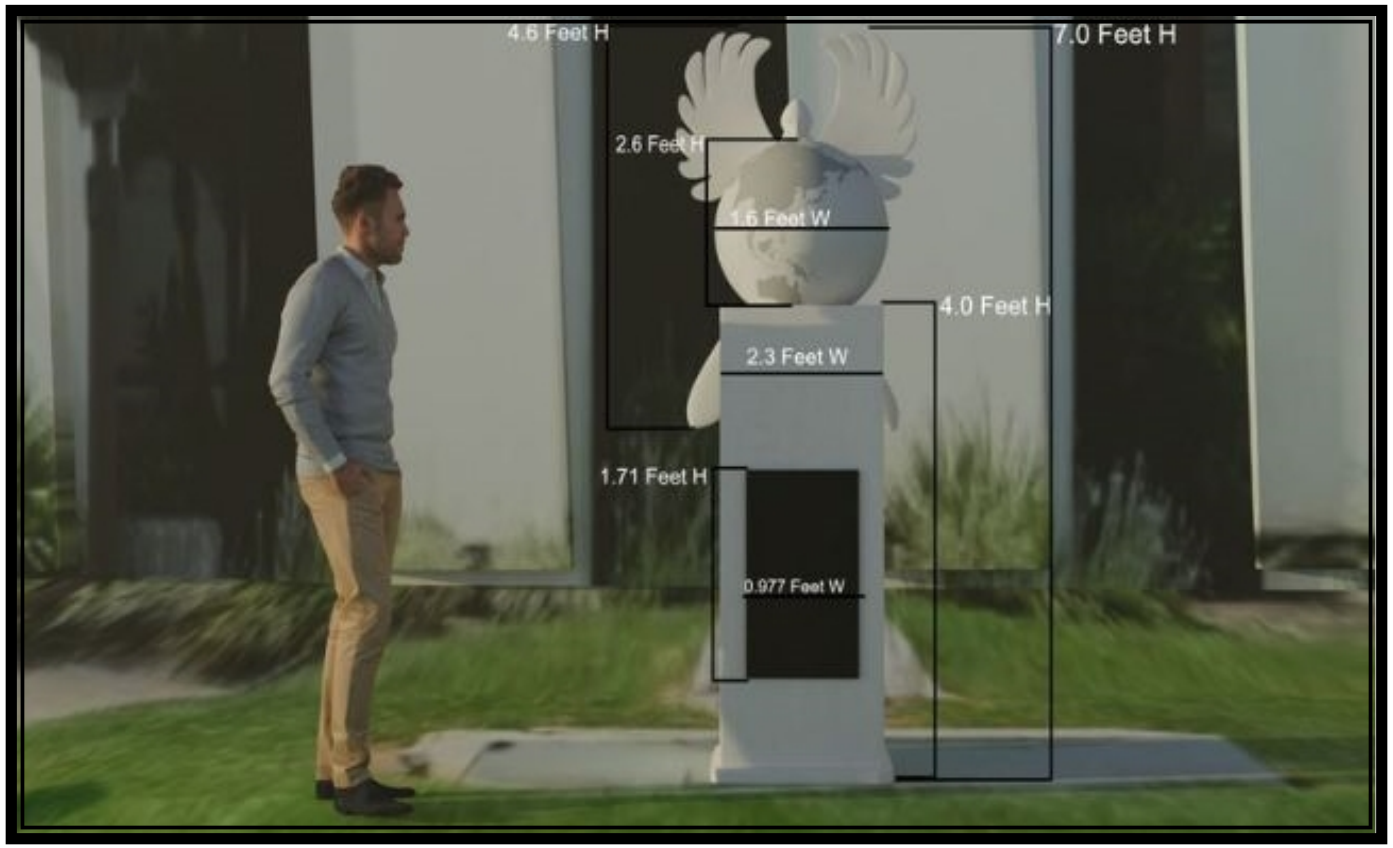
Mayor Emma Sharif did a book reading for the students and a special lesson of “Planting Peace in My Heart” was taught for future leaders of Compton.



Food Drive Black History Month

HWPL raised $1,883 of canned food to be donated at the Compton's Black History event. We will be participating in another food drive at the senior citizen's division at the end of February.

Peace Monument Proposed Design



The monument design remains dynamic. We are embracing a collaborative approach to embody our peace vision and community's insights to ensure it resonates meaningfully with Compton's unique spirit and values

Peace Monument Proposed Locations

Main Lobby of Compton City Hall

Compton Council Chambers

Compton City Hall Entrance

WE ARE ONE **in the pursuit of peace.**

Thank you.

February 20, 2024

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

FROM: **HUMAN RESOURCES DEPARTMENT**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON SETTING THE SALARY RANGE FOR THE SECURITY SERVICES SUPERVISOR CLASSIFICATION.**

SUMMARY

Adoption of this resolution will set the salary range for the Security Services Supervisor classification.

BACKGROUND

On March 28, 2023, the City Council adopted Resolution No. 25,811, which amended the Community Improvement Services Department budget to add the Security Services Supervisor classification. This classification exercises responsibility for Parking Control and Security Officers. Additionally, the position performs a variety of general supervisory functions supporting the department; training, coordinating and scheduling the work of Parking and Security Officers, and maintains effective coordination of security and parking operations.

Even though the classification (Security Services Supervisor) was added to the Community Improvement Department budget and the salary was named, Resolution 25,811 did not specify the salary range that is needed as part of the City's Salary Schedule.

STATEMENT OF ISSUE

All positions in the City's Classification Plan must be listed with the following information:

- Classification Name
- Salary Range
- Salary Amount (Step A to Step E)

There were two (2) promotional candidates that applied, tested and were placed on the Eligible List for Security Services Supervisor. To date, a personnel action form has not been processed to place them at their proper rate of pay. In order for this error to be corrected, it is necessary to set the salary range for Security Services Supervisor as follows:

- Security Services Supervisor
- Salary Range 139
- Salary Amount $65,351.40 – $76,638.90

FINANCIAL IMPACT

There is no financial impact noted. The position is included in the 2023-2024 fiscal year budget at the correct salary rate.

RECOMMENDATION

It is recommended that the City Council adopt the attached Resolution authorizing the City Manager to set the salary range for Security Services Supervisor at range 139.

DONALD J. GRADY
HUMAN RESOURES DIRECTOR

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON SETTING THE SALARY RANGE FOR THE SECURITY SERVICES SUPERVISOR CLASSIFICATION

WHEREAS, adoption of this resolution will set the salary range for the Security Services Supervisor classification; and

WHEREAS, on March 28, 2023, the City Council adopted Resolution No. 25,811, which amended the Community Improvement Services Department budget; and

WHEREAS, this classification exercises responsibility for Parking Control and Security Officers; and

WHEREAS, even though the classification (Security Services Supervisor) was added to the Community Improvement Department budget and the salary was named, the resolution did not specify the salary range that is needed as part of the City's Salary Schedule; and

WHEREAS, all positions in the City's Classification Plan must be listed with the following information:

- Classification Name
- Salary Range
- Salary Amount (Step A to Step E)

WHEREAS, there were two (2) promotional candidates that applied, tested and were placed on the Eligible List for Security Services Supervisor; and

WHEREAS, to date, a personnel action form has not been processed to place them at their proper rate of pay; and

WHEREAS, in order for this error to be corrected, it is necessary to set the salary range for Security Services Supervisor as follows:

- Security Services Supervisor
- Salary Range 139
- Salary Amount $65,351.40 – $76,638.90

WHEREAS, there is no financial impact noted, as the position is included in the 2023-2024 Fiscal Year budget at the correct rate of pay.

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

Section 1. That the Salary Range for Security Services Supervisor is set at range 139.

Section 2. That the Salary Range for Security Services Supervisor be noted in the City's Salary Schedule.

Section 4. That a certified copy of this Resolution shall be filed in the offices of the City Manager, City Controller, City Attorney, Human Resources, and the City Clerk.

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

ADOPTED this _____ day of _____, 2024.

_____
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 _____, 2024.

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

RESOLUTION NO. 25,811

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE COMMUNITY IMPROVEMENT SERVICES DEPARTMENT 2022-2023 FISCAL YEAR BUDGET TO DELETE TWO (2) ADMINISTRATIVE SPECIALIST POSITIONS AND ONE (1) SECURITY SERVICES COORDINATOR POSITION AND ADD TWO (2) SECURITY SERVICES SUPERVISOR POSITIONS

WHEREAS, on June 30, 2022, the City Council adopted Resolution No. 25,694 adopting the City of Compton's Fiscal Year 2022-2023 budget; and

WHEREAS, due to the current staffing needs, the Community Improvement Services Department has determined that staffing two (2) Security Services Supervisor positions would better meet the demands of the department; and

WHEREAS, the Security Services Supervisor position is a working supervisor which exercises supervisory responsibility for Parking Control and Security Officers. Additionally, the position performs a variety of general supervisory functions supporting the department, training, coordinating and scheduling the work of Parking and Security Officers; maintains effective coordination of security and parking operations; performs a full range of Security and Parking Control Officer duties; prepares clear and comprehensive written reports; provides information to Security and Parking Control Officers on policies and procedures, and performs other related duties; and

WHEREAS, the Community Improvement Services Director has assessed the organizational needs of the department and determined that there is a need for staffing adjustments to the Community Improvement Services Department's budget; and

WHEREAS, the Community Improvement Services Director requests that two (2) Administrative Specialist and one (1) Security Services Coordinator position be deleted, and two (2) Security Services Supervisor positions be added to the Community Improvement Services Department's FY 2022-2023 budget; and

WHEREAS, the fiscal impact is as follows:

	Position (Step E)	Salary
Delete:	Administrative Specialist	$50,328
	Administrative Specialist	$50,328
	Security Services Coordinator	$71,292
Add:	Security Services Supervisor	$71,292
	Security Services Supervisor	$71,292
Net Salary Savings:		**$29,364**

WHEREAS, the fiscal impact will be a total salary savings of $29,364 in the Community Improvement Services Department's 2022-2023 Fiscal Year's budget; and

WHEREAS, the funding for the two (2) Security Services Supervisor positions is available in Account No. 1001-670-000-4101; and

WHEREAS, in order for the Community Improvement Services Director to amend the Community Improvement Services Department 2022-2023 Fiscal Year's budget to delete two (2) Administrative Specialist positions and one (1) Security Services Coordinator position, and add two (2) Security Services Supervisor positions, City Council's authorization is necessary.

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

SECTION 1. That the Community Improvement Services Department 2022-2023 Fiscal Year budget shall be amended to add two (2) Security Services Supervisor positions and delete two (2) Administrative Specialist positions and one (1) Security Services Coordinator position.

SECTION 2. That funds will be available in the Community Improvement Services Department's 2022-2023 Fiscal Year budget in Account No. 1001-670-000-4101 to fund the (2) Security Services Supervisor positions.

SECTION 3. That copies of this resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney, Community Improvement Services Department and Human Resources Department.

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

ADOPTED this 28th day of MARCH, 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 28th day of MARCH, 2023.

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

AYES:	**COUNCIL MEMBERS-**	DUHART, SPICER, BOWERS, DARDEN, SHARIF
NOES:	**COUNCIL MEMBERS-**	NONE
ABSTAIN:	**COUNCIL MEMBERS-**	NONE
ABSENT:	**COUNCIL MEMBERS-**	NONE

CITY CLERK OF THE CITY OF COMPTON

February 20, 2024

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

FROM: **CITY ATTORNEY**

SUBJECT: **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTION 7-27 OF CHAPTER VII OF THE COMPTON MUNICIPAL CODE TO ESTABLISH THE FORFEITURE OF NUISANCE VEHICLES ENGAGED IN ILLEGAL SPEED CONTESTS, EXHIBITIONS OF SPEED, STREET RACES, STREET TAKEOVERS, SIDESHOWS, MOTORCYCLE STUNTING AND RECKLESS DRIVING EXHIBITIONS – FIRST READING**

SUMMARY

The City Council of the City of Compton will consider adopting an ordinance that would amend Section 7-27 of Chapter VII of the Compton Municipal Code ("Municipal Code") to establish the forfeiture of nuisance vehicles engaged in illegal speed contests, exhibitions of speed, street races, street takeovers, sideshows, motorcycle stunting and reckless driving exhibitions. Adoption of the attached proposed ordinance will amend Subsections 7-27.2 to 7-27.3 and add Subsections 7-27-6 through 7-27-23 to Chapter VII: Police Regulations of the Municipal Code.

BACKGROUND

The importance of public safety and the need to keep the public roads and rights of way safe for all residents, businesses, and visitors is a top priority for the City of Compton ("City"). Over the past few years, the City has experienced an increased number of illegal street takeovers wherein individuals perform dangerous vehicle maneuvers on public intersections for large crowds.

Illegal street takeovers have detrimental effects on the community such as physical and environmental damages to City streets and private property, posing a greater risk to public safety, and causing a nuisance for City residents. The City aims to protect its residents, businesses, and visitors from the negative impacts of illegal street takeovers by implementing effective measures to prevent and respond to such incidents. The proposed ordinance will allow the City to take a harsher stance on street takeovers in an attempt to deter such acts and ensure that the public is safe when utilizing the City's roadways.

STATEMENT OF ISSUE

Street takeovers have been an increasing issue within the City. They are planned and coordinated by participants and spectators through the use of social media, cell phones, police scanners, and other electronic devices that allow them to move locations and avoid law enforcement altogether. Both participants and spectators of such events create a

dangerous environment not only when performing the demonstrations but also when fleeing upon the arrival of law enforcement. Spectators exacerbate the occurrence of these illegal vehicle speed contests and exhibitions of speed, creating an environment that place the safety and welfare of the public and themselves at risk. Not only are they a concern for public safety, they cause damage to public property that the City needs to repair with public funds.

The existing provisions in the Municipal Code as it relates to illegal speed contests, exhibitions of speed, street races, street takeovers, sideshows, motorcycle stunting and reckless driving exhibitions, do not include a section regarding the seizure and forfeiture of vehicles engaged in such actions.

Participants and Seizure/Forfeiture of Nuisance Vehicles

Under state law, law enforcement has the authority to investigate, penalize, and arrest individuals who participate in illegal street takeovers. The penalties in this ordinance are not exclusive. They will supplement any other regulatory codes, statutes, and ordinances enacted by the City, the State, or any other legal entity having jurisdiction.

A motor vehicle that is involved in a street takeover is considered a nuisance and will be seized and subject to forfeiture if: (a) it is used in a street takeover which is in violation of California Vehicle Code Section 23109 and; (b) it is driven by the owner, a member of the owner's family, if the owner or a family member is in the passenger seat, if the driver lives in the same address as the owner, or if the driver or passenger has had contact in the vehicle according to law enforcement records. A vehicle may be seized by a law enforcement officer with a court order or without a court order if there is probable cause to believe that the vehicle was used in violation of the proposed ordinance. Upon seizure of the vehicle, the City Manager or their designee must investigate any potential claimants to the vehicle and serve a notice of seizure to the legal owner within ten (10) days that the vehicle is seized. The notice will provide the owner the opportunity to request a hearing with a third-party administrator to determine the validity of the seizure.

The City Manager or his/her designee, may order the forfeiture of vehicles seized if the factual circumstances warrant forfeiture under this ordinance and must serve a notice of intended forfeiture within thirty (30) days of seizure of the vehicle. A person claiming a legal interest in the vehicle must within ten (10) days from the notice date filed with the Superior Court of the relevant county a claim opposing forfeiture. If no claims are filed or served within fifteen (15) days of the notice, the City Attorney may prepare a declaration of forfeiture that will be deemed good and sufficient title to the forfeited vehicle to the City. The City shall then sell the vehicle at a public auction set by the City Manager unless the vehicle is of such low value that it cannot be sold. In that event, the vehicle may be donated or destroyed. If the subject vehicle is stolen, it may be claimed by the registered owner after impoundment or sold if no legal claimant is found.

Although California Vehicle Code Section 23109 makes street takeovers illegal, the proposed ordinance will implement more aggressive prohibitions and penalties to deter both the racing and the attendance of spectators.

FISCAL IMPACT

There is potential revenue for the City to collect from the sale proceeds of forfeited vehicles. Any costs associated may have been incorporated into the operating budget of various departments.

RECOMMENDATION

Staff recommends that the City Council adopt the attached proposed ordinance amending Section 7-27 of Chapter VII of the Compton Municipal Code to amend Subsections 7-27.2 to 7-27.3 and to add Subsections 7-27-6 through 7-27-23.

ERIC J. PERRODIN
CITY ATTORNEY

APPROVED FOR FORWARDING:

WILLIE HOPKINS JR.
CITY MANAGER

Attachment: Proposed Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTION 7-27 OF CHAPTER VII OF THE COMPTON MUNICIPAL CODE TO ESTABLISH THE FORFEITURE OF NUISANCE VEHICLES ENGAGED IN ILLEGAL SPEED CONTESTS, EXHIBITIONS OF SPEED, STREET RACES, STREET TAKEOVERS, SIDESHOWS, MOTORCYCLE STUNTING AND RECKLESS DRIVING EXHIBITIONS

WHEREAS, the City Council of the City of COMPTON finds and declares that pursuant to California Vehicle Code Section 23109, motor vehicle speed contests and exhibitions of speed conducted on public streets and highways are illegal; and

WHEREAS, streets, highways and intersections within the City of Compton have been the site of continuing and escalating illegal street racing and exhibitions of speed over the past several years and are commonly referred to as “street racing/intersection takeovers; and

WHEREAS, such street racing and exhibitions of speed threaten the health and safety of the public, interfere with pedestrian and vehicular traffic and create a public nuisance; and

WHEREAS, these illegal motor vehicle speed contests and exhibitions of speed create an environment where persons engaged in automobile performance demonstrations and other activities that include dangerous driving behavior for the entertainment of participants and spectators as well as reckless driving when fleeing law enforcement; and

WHEREAS, these illegal motor vehicle speed contests and exhibitions of speed attract hundreds of juveniles and adults from all areas of southern California on a regular basis to participate or to be a spectator at these events; and

WHEREAS, vehicles used in violation of California Vehicle Code Sections 23109(a) and (c) are a nuisance and will be forfeited to the City of Compton to prevent the needless loss of life and property damage associated with illegal motor vehicle speed contests and exhibitions of speed; and

WHEREAS, the City Council of the City of Compton finds it is necessary and appropriate to take steps to protect public health and safety of pedestrians and motorists in, about, or upon public streets and highways so as to minimize any dangerous conditions caused by illegal motor vehicle speed contests and exhibitions of speed.

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

SECTION 1. Incorporation of Recitals. That the City Council of the City of Compton finds and declares the foregoing is true and correct and incorporates said recitals fully into this Ordinance as substantive findings.

SECTION 2. That Subsections 7-27.2 to 7-27.3 of Section 7-27 of Chapter VII of the Compton Municipal Code are hereby amended in their entirety as follows:

§ 7-27.2 Definitions.

The following terms and phrases, as used in this Section, shall be defined as follows:

a. *CITY* shall mean the City of Compton.

b. *DAYS* shall mean workdays, not including weekends and holidays.

c. DRIVER shall mean any person who drives a motor vehicle.

d. *EVENT* shall mean any speed contest or exhibition of speed referred to in California Vehicle Code Sections: 23109(a) and 23109(c), as may be amended from time to time.

e. *ILLEGAL MOTOR VEHICLE SPEED CONTEST OR ILLEGAL EXHIBITION OF SPEED* shall mean any speed contest or exhibition of speed referred to in California Vehicle Code §§ 23109(a) and 23109(c), as amended from time to time.

f. IMMEDIATE FAMILY shall mean father, mother, sister or brother.

g. LEGAL OWNER shall mean a person holding a security interest in a vehicle referred to in California Vehicle Code Section 370.

h. *MOTORCYCLE* shall mean a motor vehicle having a seat or saddle for the use of the rider, designed to travel on not more than three wheels in contact with the ground. Additionally, a motor vehicle that has four wheels in contact with the ground, two of which are a functional part of a sidecar, is a motorcycle as referred to in California Vehicle Code Section: 400(a) and 400(b), as may be amended from time to time.

i. *MOTORCYCLE STUNTING* shall mean any use of a motorcycle for the purpose of acrobatic maneuvering to perform wheelies (the front wheel of the motorcycle comes off the ground), burnouts (keeping the motorcycle stationary and spinning its wheels which results in friction causing the tires to heat up and create smoke), or front wheelies/stoppies (the rear wheel of the motorcycle is lifted by abruptly applying the front brake).

j. *MOTOR VEHICLE* shall mean a vehicle that is self-propelled as referred to in California Vehicle Code Section: 415(a), as may be amended from time to time. Note: An “All-terrain vehicle” (ATV) is a motor vehicle as referred to in California Vehicle Code Section: 111(a), as may be amended from time to time.

k. *OFFSTREET PARKING FACILITY* shall mean any public or private parking facility open and accessible to members of the public as referred to in California Vehicle Code Section: 12500(c), as may be amended from time to time.

l. *PREPARATIONS FOR THE ILLEGAL MOTOR VEHICLE SPEED CONTEST OR ILLEGAL EXHIBITION OF SPEED* shall mean those preparations which include, but are not limited to, situations in which:

(1) A group of motor vehicles or motorcycles or individuals has arrived at a location for the purpose of participation in or being spectators at the event;

(2) A group of individuals has lined one or both sides of a public street or highway or off street parking facility for the purpose of participating in or being a spectator at the event;

(3) A group of individuals has gathered on private property open to the general public without the consent of the owner, operator or agent thereof for the purpose of participating in or being a spectator at the event;

(4) One or more individuals has impeded the free public use of a public street or highway or off street parking facility by actions, words, or physical barriers for the purpose of conducting the event;

(5) Two (2) or more vehicles have lined up with motor(s) running for an illegal motor vehicle speed contest, exhibition of speed, street race, street takeover, sideshow, motorcycle stunting or reckless driving exhibition;

(6) One (1) or more drivers are revving his/her engine or spinning his/her tires in preparation for the event;

(7) An individual is stationed at or near one or more motor vehicles serving as a race starter; or

(8) One (1) or more motor vehicles are driving their vehicle(s) in a circular, semi-`circular, straight or figure eight pattern.

m. *RECKLESS DRIVING EXHIBITION* shall mean any exhibition of reckless driving referred to in California Vehicle Code Section: 23101, as may be amended from time to time.

n. REGISTERED OWNER shall mean a person registered by the Department of Motor Vehicles as the owner of a vehicle referred to in California Vehicle Code Section 505.

o. *SPECTATOR* shall mean any individual who is within five hundred (500) feet of an illegal motor vehicle speed contest, exhibition of speed, street race, street takeover, sideshow, motorcycle stunting and reckless driving exhibition, or at a location where preparations are being made for such activities, for the purpose of viewing, observing, watching, or witnessing the event without regard to whether the individual arrived at the event by driving a vehicle, riding as a passenger in a vehicle, walking, or arrived by some other means.

p. *STREET RACE* shall mean any motor vehicle speed contest or motor vehicle exhibition of speed referred to in California Vehicle Code Sections: 23109(a) and 23109(c), as may be amended from time to time.

q. *STREET TAKEOVER and SIDESHOW* shall mean an event in which one or more persons block or impede traffic on a street or highway for the purpose of performing motor vehicle stunts, street racing, or reckless driving for spectators referred to in California Vehicle Code Section: 23109(i)(2)(A), as may be amended from time to time.

r. *VEHICLE* shall mean a device by which any person or property may be propelled, moved, or drawn upon a highway, excepting a device moved exclusively by human power or used exclusively upon stationary rails or tracks as referred to in California Vehicle Code Section: 670, as may be amended from time to time.

§ 7-27.3 Spectator at Illegal Speed Contest, Exhibition of Speed, Street Race, Street Takeover, Sideshow, Motorcycle Stunting and Reckless Driving Exhibition.

a. Any individual who is knowingly present as a spectator, either on a public street or highway, or on private property open to the general public without consent of the owner, operator, or agent thereof, at an illegal motor vehicle speed contest, exhibition of speed, street race, street takeover, sideshow, motorcycle stunting and reckless driving exhibition is guilty of a misdemeanor subject to a maximum of six (6) months in jail and/or a fine of up to $1,000.00.

b. Any individual who is knowingly present as a spectator, either on a public street or highway, or on private property open to the general public without consent of the owner, operator or agent thereof, where preparations are being made for an illegal motor vehicle speed contest, exhibition of speed, street race, street takeover, sideshow, motorcycle stunting and reckless driving exhibition is guilty of a misdemeanor subject to a maximum of six (6) months in jail and/or a fine of up to $1,000.00.

c. An individual is present at the illegal motor vehicle speed contest, exhibition of speed, street race, street takeover, sideshow, motorcycle stunting or reckless driving exhibition if that individual is within five hundred (500) feet of the location of the event, or

within five hundred (500) feet of the location where preparations are being made for the event.

d. Exemption: Nothing in this section prohibits law enforcement officers or their agents from being spectators at an illegal motor vehicle speed contest, exhibition of speed, street race, street takeover, sideshow, motorcycle stunting or reckless driving exhibition in the course of their duties.

SECTION 3. That Subsections 7-27.6 to 7-27.23 of Section 7-27 of Chapter VII of the Compton Municipal Code are hereby added and shall read in its entirety as follows:

§ 7–27.6 Non-exclusive Remedy.

This Chapter is not the exclusive regulation or penalty for participation in a motor vehicle speed contest or exhibitions of speed. It supplements and is in addition to any other regulatory codes, statutes, and ordinances heretofore or hereafter enacted by the City, the state or any other legal entity or agency having jurisdiction. Local law enforcement agencies have the authority to cite spectators with an administrative citation. Such administrative citations will result in a fine of Two Thousand Dollars ($2,000).

§ 7-27.7 Seizure and Forfeiture of Nuisance Vehicles.

A motor vehicle shall be declared a nuisance and shall be seized and subject to forfeiture under this Chapter if:

a. It is used in violation of California Vehicle Code Sections 23109(a) or (c); and

b. (1) It is driven by the registered owner of the vehicle at the time of the violation, or the registered owner is a passenger in the vehicle at the time of the violation; or

(2) It is driven by a member of the registered owner's immediate family at the time of the violation, or a member of the registered owner's immediate family is a passenger in the vehicle at the time of the violation; or

(3) The driver or a passenger lives at the same address as the registered owner at the time of the violation; or

(4) The driver or a passenger in the vehicle at the time of the violation has a prior contact in the vehicle, as determined by law enforcement records.

c. Declaration of this nuisance is made in accordance with the authority granted to the City in California Government Code § 38771, and as amended from time to time.

§ 7-27.8 Seizure of Vehicles Subject to Forfeiture.

a. A peace officer may seize a vehicle subject to forfeiture under this Section upon the issuance of an order by a court having jurisdiction of the vehicle. Seizure without court order may be made in any of the following circumstances:

(1) The seizure is incident to an arrest or search under a search warrant;

(2) There is probable cause to believe the vehicle was used in violation of Section 7-27.7.

b. A peace officer seizing a vehicle under this Section shall complete a receipt in accordance with Penal Code Section 1412 and deliver it to the person from whose possession the vehicle was seized.

c. An immediate investigation shall be made by the City Manager or its designee making the seizure as to any potential claimant to a vehicle whose right, title, interest, or lien is of record in the Department of Motor Vehicles of this or any other state or appropriate federal agency. If the City Manager or its designee finds that any person, other than the registered owner, is the legal owner, and the ownership did not arise subsequent to the date and time of arrest or seizure of the vehicle or notification of the forfeiture proceedings, the City Manager or its designee shall, within ten (10) days of the vehicle's seizure, send a notice of seizure to the legal owner at his or her address appearing on the records of the Department of Motor Vehicles of this or any other state or any appropriate federal agency.

d. The City Manager or its designee making the seizure of the vehicle shall provide any potential claimants discovered as a result of the investigation set out in subsection (c) above with the opportunity for a post-seizure hearing to determine the validity of the seizure. The post-seizure hearing shall be conducted within ten (10) days of the request. A third-party administrator shall be contracted with the City and shall hold the post-hearing proceedings. Failure of either a registered or legal owner to request a hearing as provided in this Section or to attend a scheduled hearing shall satisfy the post-seizure hearing requirement.

§ 7-27.9 Notice of Seizure.

The notice of seizure shall include the following:

a. A description of the vehicle.

b. The date and place of seizure.

c. The violation of law alleged with respect to forfeiture of the vehicle.

d. The instructions for filing and serving a claim with the City Clerk pursuant to Section 7-27.11 and time limits for filing a claim.

e. A vehicle seized pursuant to this Chapter, where appropriate, may be held as evidence in any proceeding brought by the City Manager or its designee, City Attorney or District Attorney.

§ 7-27.10 Forfeiture and Notice of Intended Forfeiture of Vehicle.

a. The City Manager or its designee may, pursuant to this Section, order the forfeiture of vehicles seized under this Chapter.

b. If the City Manager or its designee determines that the factual circumstances warrant forfeiture of the vehicle described in Section 7-27.7, the City Manager or its designee shall serve a notice of intended forfeiture upon any person who has an interest in the seized vehicle. The notice shall be served as soon as practicable, but in any event within thirty (30) days of the seizure of the vehicle subject to forfeiture.

c. The notice of intended forfeiture shall be served as follows:

(1) The notice of intended forfeiture shall be served by personal delivery or certified mail, return receipt requested, upon any person who has an interest in the seized vehicle as determined pursuant to Section 7-27.8(c).

(2) In the event that the person entitled to service refuses to accept certified return receipt mail or cannot be personally served, service may be made by substituted service. Substituted service may be accomplished by any one of the following methods:

(a) By leaving a copy during usual business hours at the recipient's business with the person who is apparently in charge, and by thereafter mailing by first class mail a copy to the recipient where the copy was left.

(b) By leaving a copy at the recipient's dwelling or usual place of abode, in the presence of a competent member of the household and thereafter mailing by first class mail a copy to the recipient at the address where the copy was left.

(3) If the person entitled to service lives out of state and will not accept certified return receipt mail, then service may be made by first class mail.

(4) If the person entitled to notice cannot be located, or service cannot be made as set forth in this subsection, service may be made by publication in a newspaper of general circulation. Service shall be deemed sufficient when it is accomplished pursuant to Government Code Section 6063.

§ 7-27.11 Claims Opposing Forfeiture.

A person claiming an interest in the vehicle seized pursuant to Section 7-27.7, must within ten (10) days from the date of the notice of intended forfeiture or within thirty (30) calendar days from the date of first publication of the notice of intended forfeiture, file with the Superior Court of the county in which the vehicle was seized, a Claim Opposing Forfeiture, verified in accordance with Section 446 of the Code of Civil Procedure, stating his or her interest in the vehicle. An endorsed copy of the claim shall be served upon the City Attorney within ten (10) days of the filing of the claim.

§ 7-27.12 Administrative Forfeiture.

If no claims are filed and served within 15 days of the mailing of the notice pursuant to Section 7-27.10 or within five (5) days of personal service of the notice, the City Attorney shall prepare a written declaration of forfeiture of the vehicle to the City. A written declaration of forfeiture signed by the City Attorney under this Section shall be deemed to provide good and sufficient title to the forfeited vehicle. A copy of the declaration shall be provided on request to any person informed of the pending forfeiture pursuant to Section 7-27.8. A claim that is filed and later withdrawn by the claimant shall be deemed to not have been filed.

§ 7-27.13 Judicial Forfeiture Proceedings.

a. The filing of a claim within the time limit specified in Section 7-27.11 is considered a jurisdictional prerequisite for initiating a forfeiture proceeding. A proceeding in the civil case is a limited civil case. The burden of proof in the civil case shall be on the City by a preponderance of the evidence. All questions that may arise shall be decided and all other proceedings shall be conducted as in an ordinary civil action.

b. Upon proof that the vehicle was used for any of the purposes set forth in Section 7-27.7, the court shall declare the vehicle a nuisance and order that the vehicle be forfeited and the proceeds upon sale distributed as set forth in Section 7-27.19. The court may make a different distribution of the proceeds, if the court finds that the claimant

did not know that the vehicle was used for a purpose that constitutes a violation of this Section.

c. A judgment of forfeiture does not require as a condition precedent the conviction of a defendant for the current violation which gave rise to the nuisance and caused these forfeiture proceedings to be initiated.

§ 7-27.14 Community Property Interest Release.

If at the time of the violation there is a community property interest in the vehicle to be forfeited, and at the time of the violation the vehicle is the only vehicle available to the registered owner's immediate family that may be operated with a class C driver's license, the vehicle shall be released to a registered owner or to the community property interest owner upon compliance with all of the following requirements:

a. The registered owner or the community property interest owner requests release of the vehicle and the owner of the community property interest submits proof of that interest; and

b. The registered owner or the community property interest owner submits proof that the vehicle is properly registered pursuant to the California Vehicle Code; and

c. All towing and storage charges and any administrative charges authorized pursuant to California Vehicle Code Section 22850.5 and the Compton Municipal Code are paid; and

d. The registered owner and the community property interest owner sign a stipulated vehicle release agreement, as described in Section 7-27.15, in consideration for the non-forfeiture of the vehicle.

§ 7-27.15 Stipulated Vehicle Release Agreement.

a. A stipulated vehicle release agreement shall provide for the consent of the signers to the automatic future forfeiture and transfer of title to the City of any vehicle registered to that person, if the vehicle is used in violation of California Vehicle Code Sections 23109(a) or (c). The agreement shall be in effect for five (5) years from the date of signing and shall be maintained by the City Manager or its designee.

b. No vehicle shall be released pursuant to Section 7-27.14 if the City Manager or its designee has on file a prior stipulated vehicle release agreement signed by that person within the previous five (5) years.

§ 7-27.16 Vehicle Title Vesting in the City.

All right, title, and interest in the vehicle shall vest in the City upon commission of the act giving rise to the nuisance under this Chapter.

§ 7-27.17 Sale of Forfeited Vehicle After Declaration of Forfeiture.

Any vehicle forfeited pursuant to this Chapter shall be sold once a declaration of forfeiture is issued by the City Attorney or an order of forfeiture is issued by a court, as the case may be, pursuant to Sections 7-27.12 and 7-27.13. The City shall offer the forfeited vehicle for sale at public auction within sixty (60) days of receiving title to the vehicle. Low value vehicles shall be disposed of pursuant to Section 2963.

§ 7-27.18 Disposition of Low-Value Vehicles.

If the City Manager or its designee determines that the vehicle to be forfeited and sold pursuant to this Article is of so little value that it cannot readily be sold to the public generally, the vehicle shall be conveyed to a licensed dismantler or donated to a

charitable organization. License plates shall be removed from any vehicle conveyed to a dismantler pursuant to this Section.

§ 7-27.19 Distribution of Sale Proceeds.

a. The proceeds of a sale of a forfeited vehicle shall be disposed of in the following priority:

(1) To satisfy the towing, storage and administrative costs following impoundment, the costs of providing notice, the costs of sale, and the unfunded costs of judicial proceedings, if any; then,

(2) To the City for all legal expenditures, made or incurred by the City Attorney's office in connection with the enforcement of this Chapter, including but not limited to, costs for investigation, litigation, and notices resulting from enforcement of this Article; then,

(3) To the City for local law enforcement for all expenditures other than personnel costs, made or incurred in connection with enforcement of this Chapter, including but not limited to, costs for equipment, investigation and supplies related to enforcement of this Chapter; then,

(4) To the City for all expenditures incurred by the Public Works Department for the necessary repairs to any public streets or intersections damaged as a result of the illegal street racing contest(s) or exhibitions of speed; then

(5) Upon satisfactory proof to the City Manager or its designee, to the legal owner in an amount to satisfy the indebtedness owed to the legal owner remaining as of the date of sale, excluding any accrued interest or finance charges and delinquency charges, providing that the principal indebtedness was incurred prior to the date of impoundment; then,

(6) To the holder of any subordinate lien or encumbrance on the vehicle, other than a registered or legal owner, to satisfy any indebtedness so secured if written notification of demand is received before distribution of the proceeds is completed. The holder of a subordinate lien or encumbrance, if requested, shall furnish reasonable proof of its interest and, unless it does so upon request, is not entitled to distribution pursuant to this Section; then,

(7) To any other person, other than a registered or legal owner, who can reasonably establish an interest in the vehicle, including a community property interest, to the extent of his or her provable interest, if written notification is received before distribution of the proceeds is completed; then,

(8) Of the remaining proceeds, one hundred percent (100%) shall be transferred to the City via the City Treasurer.

b. A vehicle may be destroyed only if the condition of the vehicle warrants destruction and there are no lien holders or claimants who did not know that the vehicle was used for a purpose that constitutes a violation of this Article.

c. A forfeited vehicle shall not be sold to any person identified under Section 7-27.7 at the time the vehicle was seized.

§ 7-27.20 Accounting of Sale Proceeds.

The person conducting the sale shall disburse the proceeds of the sale as provided in Section 7-27.9 and shall provide a written accounting regarding the disposition to the City Manager or its designee and, on request, to any person entitled to a share of the proceeds to any person validly claiming a share of the proceeds, as determined by the City Manager or its designee, within fifteen (15) days after the sale is conducted.

§ 7-27.21 Stolen Vehicles.

No vehicle shall be sold pursuant to this Chapter if the City Manager or its designee determines the vehicle to have been stolen. In this event, the vehicle may be claimed by the registered owner at any time after impoundment, providing the vehicle registration is current and registered owner has no outstanding traffic violations or parking penalties on his or her driving record or on the registration record of any vehicle registered to the person. If the identity of the legal and registered owners of the vehicle cannot be reasonably ascertained, the vehicle may be sold.

§ 7-27.22 Towing and Storage Fees.

a. The City is responsible for the costs incurred for towing and storage if it is determined that the driver at the time of impoundment did not violate California Vehicle Code Section 23109(a) or (c) and did not give rise to the nuisance.

b. Charges for towing, storage and administrative for any vehicle impounded pursuant to this Chapter shall be set forth by Resolution by the City Council.

§ 7-27.23 Recovery of Monetary Loss.

Nothing in this Chapter shall preclude an owner of a vehicle who suffers a monetary loss from the forfeiture of a vehicle under this section from recovering the amount of the actual monetary loss from the person(s) who committed the act giving rise to forfeiture under this Chapter.

Section 3. SEVERABILITY

That the City Council declares that, should any provision, section, paragraph, sentence or word of this Ordinance hereby adopted be rendered or declared invalid by any final court action in a court of competent jurisdiction, or by any reason of any preemptive legislation, to be unconstitutional or otherwise invalid, the remaining provisions, sections, paragraphs, sentences or words of this Ordinance hereby adopted shall remain in full force and effect which can be implemented without the invalid provisions, and to this end, the provisions of this Ordinance are declared to be severable.

Section 4. DISTRIBUTION

That a copy of this Ordinance shall be filed in the offices of the City Clerk, City Manager, City Attorney, Municipal Law Enforcement Services, and the Los Angeles County Sheriff's Department, Compton Station.

Section 5. EFFECTIVE DATE

That this Ordinance shall take effect thirty (30) days after its adoption.

Section 6. ATTESTATION

That the Mayor shall sign and the City Clerk shall attest to the adoption of this Ordinance and shall cause the same to be published as required by law.

ADOPTED this _____ day of _____, 2024.

_____
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 Ordinance was adopted by the City Council, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on _____ day of _____, 2024.

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

AYES: COUNCIL MEMBERS –
NOES: COUNCIL MEMBERS –
ABSTAIN: COUNCIL MEMBERS –
ABSENT: COUNCIL MEMBERS –

_____
CITY CLERK OF THE CITY OF COMPTON

February 20, 2024

TO: **MAYOR AND CITY 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 PROFESSIONAL SERVICES AGREEMENT WITH PLANETBIDS INC. IN AN AMOUNT NOT TO EXCEED SEVENTY-TWO THOUSAND FIVE HUNDRED NINETEEN DOLLARS ($72,519) FOR ELECTRONIC BIDDING PLATFORM SERVICES, TO AMEND THE CITY CONTROLLER'S FY2023-2024 BUDGET, AND TO ISSUE A PURCHASE ORDER IN THE AMOUNT OF FORTY-THREE THOUSAND SIX HUNDRED EIGHTY-TWO DOLLARS ($43,682) TO PLANETBIDS INC. FOR ELECTRONIC BIDDING PLATFORM SERVICES.**

SUMMARY

Staff is requesting that the City Council consider adopting a Resolution authorizing the City Manager to enter into a three (3) year professional services agreement (along with authorization to extend the term of the agreement for two (2) additional years) with PlanetBids Inc. to provide Electronic Bidding Platform services to the City, to amend the City's Controller's FY2023-2024 Budget to appropriate funds for the service, and to issue a Purchase Order for the amount of Forty-Three Thousand Six Hundred Eighty-Two Dollars ($43,682) for services to be provided by PlanetBids Inc. through December 31, 2026. The amount of the contract including the optional years is Seventy-Two Thousand Five Hundred Nineteen Dollars ($72,519). Funding for the remaining years of the agreement will be allocated in future City budgets.

BACKGROUND

The City of Compton solicits bids, quotes, and proposals for a wide variety of projects, equipment and services. Solicitation of quotes, bids, and proposals are done in accordance with the City's Municipal Code, Article 14 Section 1411, and Section 4 Policy 4.5 of the Standard Operating Manual, in which ample opportunity shall be given for competitive bidding when procuring goods or services *(Please see Attachment "A" for regulations*).

The City's process in soliciting candidates for responses to Request for Proposals (RFP) and Request for Qualifications (RFQ) has relied on the Compton Bulletin and the City's website for publication. As RFP's and/or RFQ's are released by staff, interested parties would submit a proposal, and staff would select the winning candidate in accordance with the Purchasing regulations and policies. A need has arisen for City staff to extend the

reach of advertising for its request for bids. Staff believes that to maximize the efforts in releasing the RFP's and RFQ's, a more extensive platform is required to reach a greater pool of candidates, ultimately increasing the City's success in finding the lowest responsible bidder. Therefore, City staff issued an RFP for an Electronic Bidding Platform access and services.

STATEMENT OF ISSUE

In October 2023, City staff released an RFP for Electronic Bidding Platform Services, in which PlanetBids Inc. and Bonfire provided proposals. Staff reviewed the proposals and conducted an apples-to-apples comparison on their prices. Staff from the Controller's Department also interviewed both firms, and included other City Departments input for which their services would be received to establish the best candidate to meet the City's needs at the best cost. The apples-to-apples comparison weighed the value of the provided service to the mentioned cost listed in the proposals. During the interviews, the candidates were asked a series of questions and were allowed to present a short demonstration of their software, in which staff rated their overall interview afterwards. After conducting the apples-to-apples cost comparison and candidate interviews, staff has determined that PlanetBids Inc. is the lowest responsible bidder for the Electronic Bidding Platform Services. (*Please see Attachment "B" for cost comparison and Attachment "C" for Staff Rating Sheets)*

PlanetBids Inc. provides a platform to search for solicitation opportunities, receive automatic announcements, download documents, and for candidates to bid electronically. The platform will give staff access to a greater pool of vendors and view information from other organizations that are soliciting similar goods and/or services. Staff believes that it is beneficial for the City to be able to reach out to more vendors directly in an effort to solicit more proposals, which will increase the potentiality of getting the most qualified and most competitive candidate for any RFP and/or RFQ.

PlanetBids Inc. has provided a fixed fee schedule. The prices are as follows:

Year 1- $16,500 (Includes a one-time set-up fee)
Year 2- $13,390
Year 3- $13,792
Year 4- $14,205 (Optional)
Year 5- $14,632 (Optional)

Staff is requesting authorization be given to enter into a multi-year agreement with PlanetBids Inc. for Electronic Bidding Platform Services and an amendment to the City's Controller's FY2023-2024 Budget to appropriate funds for the service, and to open a Purchase Order in the amount of Forty-Three Thousand Six Hundred Eighty-Two Dollars ($43,682) for services to be provided by PlanetBids Inc. through December 31, 2026.

The current requirement for hard copies of the bidder's proposal shall still be submitted to the City Clerk's office and the process of implementing PlanetBids Inc. can be amended to conform to the City Clerk's requirements.

FISCAL IMPACT

As can be seen in the apples-to-apples comparison provided in Attachment "B," PlanetBids provides the lowest responsible bid that is suitable for the City's needs. Per the proposal, PlanetBids' cost for three (3) years (along with the option extend the term of the agreement for two (2) additional years) is not-to-exceed Seventy-Two Thousand Five Hundred Nineteen Dollars ($72,519). An amendment to the City's Controller's Department FY2023-2024 Budget is requested as follows:

Increase in Revenue appropriations:

Account Code	Account Name	Amount
2810-000-000-3565	American Rescue Plan Fund Other Federal Grant Revenue	$43,682

Increase in Expenditure appropriations:

Account Code	Account Name	Amount
2810-650-000-4266	American Rescue Plan Fund Contract Services	$43,682

A Purchase Order is also requested at this time for PlanetBids in the amount of Forty-Three Thousand Six Hundred Eighty-Two Dollars ($43,682) from the following account:

Account Code	Account Name	Amount
2810-650-000-4266	Contract Services	$43,682

Funding for the remaining years of the agreement will be allocated in future City budgets.

RECOMMENDATION

Staff recommends the City Council to adopt the attached Resolution to authorize the City Manager to enter into a multi-year agreement with PlanetBids and amend the City's budget to appropriate funds for the service, and also authorize the City Manager to open a Purchase Order in the amount of Forty-Three Thousand Six Hundred Eighty-Two Dollars ($43,682) for PlanetBids for Electronic Bidding Platform services to be provided to the City through December 31, 2026.

SHARON RAHBAN NAVIZADEH
CITY CONTROLLER FORWARDED TO CITY MANAGER

APPROVED FOR FORWARDING:

WILLIE A. HOPKINS, JR.
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A MULTI-YEAR PROFESSIONAL SERVICES AGREEMENT WITH PLANETBIDS INC. IN AN AMOUNT NOT TO EXCEED SEVENTY-TWO THOUSAND FIVE HUNDRED NINETEEN DOLLARS ($72,519) FOR ELECTRONIC BIDDING PLATFORM SERVICES, TO AMEND THE CITY CONTROLLER'S FY2023-2024 BUDGET, AND TO ISSUE A PURCHASE ORDER IN THE AMOUNT OF FORTY-THREE THOUSAND SIX HUNDRED EIGHTY-TWO DOLLARS ($43,682) TO PLANETBIDS INC. FOR ELECTRONIC BIDDING PLATFORM SERVICES.

WHEREAS, Article 14 Section 1411 of the City of Compton Municipal Code and Section 4 Policy 4.5 of the Standard Operating Manual governs the provisions set for Competitive Bidding; and

WHEREAS, the City of Compton solicits bids, quotes, and proposals for a wide variety of projects, equipment and services. Solicitation of quotes, bids, and proposals are done in accordance with the City's Municipal Code (Article 14 Section 1411) and Standard Operating Manual; and

WHEREAS, in accordance with the Standard Operating Manual (Section 4 Policy 4.5), as Request for Proposals (RFP) and/or Request for Qualifications (RFQ) are released by City staff, interested parties would submit a proposal, in which staff would secure the services of the most competitive bidder; and

WHEREAS, the City's process in soliciting candidates for responses to RFP's and RFQ's has currently and primarily relied on the Compton Bulletin and the City's website for publication; and

WHEREAS, staff believes to maximize the efforts in releasing the RFP's and RFQ's, a more extensive platform is required to reach a greater pool of candidates and ultimately increasing the City's success in finding the lowest responsible bidder; and

WHEREAS, in October 2023, City staff released an RFP for Electronic Bidding Platform Services, in which PlanetBids Inc. and Bonfire provided proposals; and

WHEREAS, staff reviewed the proposals and conducted an apples-to-apples comparison on their prices; and

WHEREAS, after conducting the apples-to-apples comparison and interviews, staff has determined that PlanetBids Inc. was the lowest responsible bidder for the Electronic Bidding Platform Services; and

WHEREAS, the platform will give staff access to a greater pool of vendors and view information from other organizations that are soliciting similar goods and/or services; and

WHEREAS, staff believes it is beneficial for the City to be able to reach out to more vendors directly in an effort to solicit more proposals, which will increase the potentiality of getting the most qualified and most competitive candidate; and

WHEREAS, PlanetBids Inc. has provided a fixed fee schedule for a total of Seventy-Two Thousand Five Hundred Nineteen Dollars ($72,519). The years' prices are as follows:

Year 1- $16,500 (Includes a one-time set-up fee)
Year 2- $13,390
Year 3- $13,792
Year 4- $14,205 (Optional)
Year 5- $14,632 (Optional)

WHEREAS, staff is requesting authorization be given to enter into a multi-year agreement with PlanetBids Inc. for Electronic Bidding Platform Services ($72,519) and an amendment to the City's Controller's FY2023-2024 Budget to appropriate funds for the service, and to open a Purchase Order in the amount of Forty-Three Thousand Six Hundred Eighty-Two Dollars ($43,682) for services to be provided by PlanetBids Inc. through December 31, 2026; and

WHEREAS, an amendment to the City's Controller's Department FY2023-2024 Budget to appropriate funds for the services is requested as follows:

Increase in Revenue appropriations:

Account Code	Account Name	Amount
2810-000-000-3565	American Rescue Plan Fund Other Federal Grant Revenue	$43,682

Increase in Expenditure appropriations:

Account Code	Account Name	Amount
2810-650-000-4266	American Rescue Plan Fund Contract Services	$43,682

WHEREAS, A Purchase Order is also requested at this time for PlanetBids in the amount of Forty-Three Thousand Six Hundred Eighty-Two Dollars ($43,682) from the following account:

Account Code	Account Name	Amount
2810-650-000-4266	Contract Services	$43,682

WHEREAS, funding for the remaining years of the agreement will be allocated in future City budgets; and

WHEREAS, staff recommends the City Council to adopt the attached Resolution to authorize the City Manager to enter into a multi-year agreement with PlanetBids Inc. ($72,519) and amend the City's budget to appropriate funds for the service, and also authorize the City Manager to open a Purchase Order in the amount of Forty-Three Thousand Six Hundred Eighty-Two Dollars ($43,682) for PlanetBids for Electronic Bidding Platform services to be provided to the City; and

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 multi-year professional services agreement with PlanetBids for Electronic Bidding Platform services ($72,519).

SECTION 2. That an amendment to the City Controller's Department FY2023-2024 Budget will be made to appropriate funds for the services of PlanetBids.

Increase in Revenue appropriations:

Account Code	Account Name	Amount
2810-000-000-3565	American Rescue Plan Fund Other Federal Grant Revenue	$43,682

Increase in Expenditure appropriations:

Account Code	Account Name	Amount
2810-650-000-4266	American Rescue Plan Fund Contract Services	$43,682

SECTION 3. That a Purchase Order is be issued for the amount of Forty-Three Thousand Six Hundred Eighty-Two Dollars ($43,682) for services to be provided by PlanetBids through December 31, 2026.

Account Code	Account Name	Amount
2810-650-000-4266	Contract Services	$43,682

Funding for the remaining years of the agreement will be allocated in future City budgets.

SECTION 4. That a duly copy of the Resolution shall be filed with the offices of the City Manager, City Clerk, City Attorney, and City Controller.

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

ADOPTED this _____ day of _____, 2024.

_____
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 _____, 2024.

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

Municipal Code

Section 1411Competitive Bidding.

Before making purchases of, or contracts for, supplies, materials or equipment, ample opportunity shall be given for competitive bidding, under such rules and regulations and with such exceptions as the City Council may prescribe in the ordinance setting up such rules and regulations. When making purchases for the City, local merchants shall be given the preference, quality and prices being equal.

Standard Operating Manual

STANDARD OPERATING MANUAL	**EFFECTIVE:** April 1, 1997	**SECTION:** 4	**POLICY:** 4.5
SUBJECT: Procurement	**SUPERSEDES:**	**TITLE:** General Operating	**PAGE3 OF** 15

b. Section 1411. Competitive Bidding. Before making purchases of, or contracts for, supplies, materials or equipment, ample opportunity shall be given for competitive bidding, under such rules and regulations and with such exceptions as the City Council may prescribe in the ordinance setting up such rules and regulations. When making purchases for the City, local merchants shall be given the preference, quality and prices being equal.

Attachment B

Firm name	Set-up	Hosting, Support, Maintenance	Additional Services (Included)	Optional Modules and Services			Travel and Lodging	Year 1 Fee	Year 2 Fee	Year 3 Fee	Year 4 Fee	Year 5 Fee	Total Fee
				(Not included)									
					Set-up (One-Time)	Yearly Cost (3% increase applies)							
PlanetBids	One-time set-up, configuration, and training fee for proposed PB system modules for Vendor Management, Bid Management, All Built-in Reports **$3,500-One time fee in yr 1**	4 Full User Licenses and up to 6 Read-Only User Licences Standard Module Enhancements unlimited RFx/Bids Unlimited access to Bid Specification Library *3% Annual CPI applied for yrs 2-5 **$13,000** in 1yr 1	Yearly Support to City's PlanetBids Users, Vendors, Contractors, Suppliers, etc Unlimited Vendor/Contractor/Supplier registration Collaborative acess to Planetbids vendor database Unlimited groups categorized by the City Unlimited electronic bid submissions **Free**	Advanced ebidding for Public Works Project Evaluation Management Emergency Operations Insurance Certificate management Contract Management Contract Management Compliance Business Certification Management **Optional Services** Consulting Fees Custom Application Programming Database Design/Integration/API Content Management Graphic Design Data Conversion and Loading Serv. Additional online training (10 users) **Not included**	750.00 1,500.00 750.00 1,500.00 1,500.00 6,500.00 3,500.00 **Optional Services** 175.00 per hr. 175.00 per hr. 175.00 per hr. 125.00 per hr. 125.00 per hr. 125.00 per hr. 1,250.00 per hr. **Not included**	4,500.00 3,875.00 3,500.00 5,875.00 5,875.00 9,500.00 6,500.00 **Not included**	Will work offsite virtually at no travel cost. Staff training is virtual.	16,500.00	13,390.00	13,792.00	14,205.00	14,632.00	**72,519.00**
GoBonfire (Jordan Braun-Project Leader)	One-Time Fee ***Inclusive in total price**	Hosting and Maintenance Associated Releases/upgrades On-going support ***Inclusive in total price**	Unlimited edit and review user licenses Unlimited Solicitations Bidtables Questionnaires Unlimited vendors Community Projects and Templates Vendor Registration and Reporting Insights (KPI Reporting) *** Inclusive in total price**	**All services are included in the total price. No optional services listed in proposal.** ***5% annual CPI applied for additional years typically, but they are willing to lock in a 36 month agreement at 30,000 per year.**			Optional- Can work offsite virtually at no travel cost, or onsite for 7,500.00 one-time per year. Onsite would be for training and onboarding	30,000.00	30,000.00	30,000.00	31,500.00	33,075.00	**154,575.00**

Attachment C

Rating Sheet For: Electronic Bidding Platform

PlanetBids Number of Raters: 6 Bonfire Number of Raters: 6

	Proposal Criteria		Sharon		Austin		Nebraska		Curtis		Victor		Louis		Average Score	
	Approach to Service Quality		Planet Bids	Bonfire	Planet Bids	Bonfire	Planet Bids	Bonfire	Planet Bids	Bonfire	Planet Bids	Bonfire	Planet Bids	Bonfire	Planet Bids	Bonfire
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	5	5	5	5	5	5	5	5	5	5.00	5.00
2	The proposal/presentation outlines the firm's processes for ensuring an efficient and effective process.	0-5	5	5	5	4	5	5	5	5	5	5	5	5	5.00	4.83
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	5	5	5	5	5	5.00	5.00
4	The proposal/presentation outlines the firm's processes for ensuring on-going access to qualified staff.	0-5	4	5	5	3	5	5	5	5	5	5	5	5	4.83	4.67
5	Is the platform user friendly and appear to be easy to navigate	0-5	5	3	5	4	5	4	5	4	5	4	5	4	5.00	3.83
	Total Approach to Service Quality		24	23	25	21	25	24	25	24	25	24	25	24	24.83	23.33
	Team Knowledge and Experience		Planet Bids	Bonfire	Planet Bids	Bonfire	Planet Bids	Bonfire	Planet Bids	Bonfire	Planet Bids	Bonfire	Planet Bids	Bonfire	Planet Bids	Bonfire
6	The proposal/presentation highlights the firms' commitment to professional training and staff continuity.	0-5	4	5	5	4	5	5	5	5	4	4	5	5	4.67	4.67
7	The proposal/presentation outlines qualifications, industry experience, and strengths for all partners.	0-5	5	5	4	4	5	5	5	4	5	4	5	5	4.83	4.50
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	4	4	4	5	4	5	4	5	4	5	5	4.83	4.17
9	The proposal/presentation identifies how the firm will comply with applicable industry regulations	0-5	5	5	5	5	5	5	4	4	4	4	5	5	4.67	4.67
10	The proposal/presentation provides the firm's background, client base, licensing information and years in business.	0-5	5	4	4	4	5	5	5	5	5	5	5	5	4.83	4.67
	Total Knowledge and Experience		24	23	22	21	25	24	24	22	23	21	25	25	23.83	22.67
	Value Added Services		Planet Bids	Bonfire	Planet Bids	Bonfire	Planet Bids	Bonfire	Planet Bids	Bonfire	Planet Bids	Bonfire	Planet Bids	Bonfire	Planet Bids	Bonfire
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	5	4	5	5	5	5	5	5	5	5	5.00	4.83
12	Does the platform offer efficient notification systems	0-5	5	5	5	5	5	4	5	5	5	5	5	5	5.00	4.83
13	Does the firm provide recommendations for more efficiency and effectiveness	0-5	5	5	0	0	5	5	5	5	4	4	5	5	4.00	4.00
14	Does the firm offer sufficient staff training services	0-5	4	5	5	5	4	5	4	5	4	5	5	5	4.33	5.00
15	Does the firm provide the needed required compatible software	0-5	5	5	5	5	4	5	5	5	5	4	5	5	4.83	4.83
	Total Value Added Services		24	25	20	19	23	24	24	25	23	23	25	25	23.17	23.50
	Scope and Pricing of the Engagement		Planet Bids	Bonfire	Planet Bids	Bonfire	Planet Bids	Bonfire	Planet Bids	Bonfire	Planet Bids	Bonfire	Planet Bids	Bonfire	Planet Bids	Bonfire
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	4	4	4	5	4	5	5	4.83	4.50
17	The proposal specifies the price for the engagement and how it will be billed.	0-5	5	3	5	5	5	5	4	4	5	4	5	5	4.83	4.33
18	The proposal addresses all items requested by us whether verbally or in the RFP	0-5	5	5	4	4	5	4	5	5	5	4	5	5	4.83	4.50
19	The proposed fee is reasonable based on the experience, unique value and knowledge the firm brings to the engagement.	0-5	5	3	5	4	5	4	5	3	5	5	5	5	5.00	4.00
20	Provision of 3 minimum references	0-5	5	5	5	5	5	5	5	5	5	5	5	5	5.00	5.00
	Total Scope and Pricing of the Engagement		25	21	24	23	25	22	23	21	25	22	25	25	24.50	22.33
	Total Interview	100	97	92	91	84	98	94	96	92	96	90	100	99	96.33	91.83

February 20, 2024

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

FROM: **PUBLIC WORKS STREET MAINTENANCE DEPARTMENT**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A ONE (1) YEAR STREET SWEEPING SERVICES AGREEMENT WITH TWO (2) ONE-YEAR OPTIONS TO EXTEND AND ESTABLISH A PURCHASE ORDER WITH SWEEPING CORP OF AMERICA FOR CITYWIDE STREET SWEEPING SERVICES ($834,364.60)**

SUMMARY

The adoption of this resolution will authorize the City Manager to enter into a one (1) year Street Sweeping Services Agreement with two (2) one-year options to extend and establish a purchase order with Sweeping Corp of America for citywide street sweeping services in the amount of Eight Hundred Thirty-Four Thousand, Three Hundred Sixty-Four Dollars and Sixty cents ($834,364.60).

BACKGROUND

The Public Works Street Maintenance Department (Department) operates a street sweeping program for the City of Compton and sweeps approximately 346 curb miles of curbed streets each year. These curb miles consist of, but are not limited to: residential, arterial, collector, alleys, street crossings, gutters, median curbs and City owned parking lots. Additional sweeping services include emergency call-outs, extraordinary weather and special events.

The City of Compton has historically contracted with outside experienced and professional street sweeping companies to assist in maintaining the city streets by collecting and removing trash, leaves and other debris that collect in roadways. Moreover, street sweeping is an effective method to maintaining a healthy, safe and clean environment for the community.

This essential service supports the efforts of the City to comply with the Federal Clean Water Act and to conform to the National Pollution Discharge Elimination System (NPDES) standards. Furthermore, the State of California Clean Water laws require municipalities to clean and sweep their public streets to establish a basic structure for regulating discharges of pollutants into the stormwater drain system.

STATEMENT OF THE ISSUE

On November 15, 2023, the Department opened the Request for Proposal (RFP) process to solicit bids for Citywide Street Sweeping Services from qualified street sweeping firms, which closed on December 7, 2023. Public Notices announcing the RFP opportunity were published on November 15, 2023 and November 22, 2023, in the Compton Bulletin and advertised on the City website. On December 7, 2023, staff received one (1) proposal from a qualified street sweeping company as follows:

Citywide Street Sweeping Services Submitters	
Sweeping Corp of America	$834,364.60

Sweeping Corp of America (formerly CleanStreet, LLC) has been an industry leader in power sweeping services for 49 years and is currently providing street sweeping services to approximately 55 municipalities in Southern California, with over 2,300 fleet vehicles and more than 2,000 safety-focused employees. Sweeping Corp of America is committed to providing a high-quality street sweeping program and superior customer service.

The proposal submitted by Sweeping Corp of America is the most responsive and responsible submittal to the City's RFP for Citywide Street Sweeping Services. The City's contract for street sweeping services expired on June 30, 2023. The terms of the proposed agreement will begin on July 1, 2023 and end on June 30, 2024. Sweeping Corp of America has provided street sweeping services to the City of Compton since 2019.

FISCAL IMPACT

Funds are available in the Department's Fiscal Year 2023-2024 Budget for this expenditure in the following account:

Account	**Description**	**Amount**
2502-720-000-4266	Contract Services	$834,364.60

ALTERNATIVE

Staff does not recommend any alternatives.

RECOMMENDATION

Staff recommends that the City Council adopt the resolution approving the Citywide Street Sweeping Services Agreement with Sweeping Corp of America for a one (1) year period

with two (2) one-year options to extend, authorizing the City Manager to execute this agreement and establish a purchase order.

DAMION TIMMONS
STREET SUPERINTENDENT

APPROVED FOR FORWARDING:

WILLIE HOPKINS JR.
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A ONE (1) YEAR STREET SWEEPING SERVICES AGREEMENT WITH TWO (2) ONE-YEAR OPTIONS TO EXTEND AND ESTABLISH A PURCHASE ORDER WITH SWEEPING CORP OF AMERICA FOR CITYWIDE STREET SWEEPING SERVICES ($834,364.60)

WHEREAS, the Public Works Street Maintenance Department (Department) operates a street sweeping program for the City of Compton; and

WHEREAS, the City of Compton has historically contracted with outside experienced and professional street sweeping companies to assist in maintaining the city streets; and

WHEREAS, street sweeping helps to maintain the city streets and is an effective method to maintaining a healthy, safe and clean environment for the community; and

WHEREAS, street sweeping services supports the efforts of the City to comply with the Federal Clean Water Act and to conform to National Pollution Discharge Elimination System standards; and

WHEREAS, the Department opened the Request for Proposal (RFP) process to solicit bids for Citywide Street Sweeping Services from qualified street sweeping firms on November 15, 2023; and

WHEREAS, public notices announcing the RFP opportunity were published on November 15, 2023 and November 22, 2023, in the Compton Bulletin and advertised on the City website; and

WHEREAS, as a result of the RFP, one (1) street sweeping firm submitted their proposal by the stipulated deadline on December 7, 2023:

Citywide Street Sweeping Services Submitters	
Sweeping Corp of America	$834,364.60

WHEREAS, the respondent to the RFP demonstrates the ability to manage the street sweeping services in the City of Compton; and

WHEREAS, Sweeping Corp of America has been an industry leader in power sweeping services for 49 years and is committed to providing a high-quality street sweeping program and superior customer service; and

WHEREAS, staff recommends that the City Council accept the bid submitted by Sweeping Corp of America and authorize the City Manager to enter into a one (1) year service agreement with two (2) one-year options to extend and to establish a purchase order for citywide street sweeping services; and

WHEREAS, funds for this expenditure are available in the Department's Fiscal Year 2023-2024 Budget in Account No. 2502-720-000-4266 (Contract Services).

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

Section 1. That the proposal from Sweeping Corp of America is hereby accepted.

Section 2. That the City Manager is hereby authorized to enter into a one (1) year service agreement with two (2) one-year options to extend with Sweeping Corp of America for the management of citywide street sweeping services.

Section 3. That a purchase order is authorized to be established for Sweeping Corp of America in an amount not to exceed Eight Hundred Thirty-Four Thousand Three Hundred Sixty-Four Dollars and Sixty Cents ($834,364.60) from account number 2502-720-000-4266 (Contract Services).

Section 4. That funds for this expenditure are available in the Department's Fiscal Year 2023-2024 Budget in Account No. 2502-720-000-4266 (Contract Services).

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

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

ADOPTED this _____ day of _____, 2024.

_____
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 _____, 2024.

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

SERVICES AGREEMENT
BETWEEN
THE CITY OF COMPTON
AND
SWEEPING CORP OF AMERICA

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 **SWEEPING CORP OF AMERICA** (hereinafter referred to as "**CONTRACTOR")** located at 4141 Rockside Rd., Suite 100, Seven Hills, Ohio 44131.

AGREEMENT:

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

1. SCOPE OF WORK 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 the provision of providing Citywide Street Sweeping Services, which shall include, but not be limited to: street sweeping services on designated arterial, collector, commercial, residential, raised median curbs and 100% of all painted median surfaces, and industrial streets: alleys; cul-de-sacs; street center lines and traffic signal island curbs; street crossing and gutters; and City-owned parking lots (including cleaning behind parking bumpers); emergency call-outs, extraordinary weather, special events and non-routine sweeping.

Contractor will be responsible for the professional quality, technical accuracy and coordination of the work. Contractor will, without additional compensation, correct or revise any errors or deficiencies in the work.

Contractor shall bear all costs associated with this work, including, but not limited to all professional, technical, clerical services, materials, tools, equipment, transportation, telephone, etc., used by Contractor in connection with this work. Contractor will be responsible for employing or engaging all persons necessary to perform the services. All of Contractor's staff will be qualified by training and experience to perform their assigned tasks. Contractor will give its personal attention to the fulfillment of the provisions of this Contract by all of its employees and subcontractors, if any, and will keep the services under its control.

Contractor shall utilize **Alternative-Fueled Vehicles**. All vehicles used to provide street sweeping services must not receive power by gasoline or diesel fuel and emit hydrocarbon, carbon monoxide, or nitrogen oxide.

2. KEY PERSONNEL:

a. Contractor's Representative. Contractor hereby designates Rick Anderson, District Sales Manager of Contractor as Contractor's Representative, who shall be deemed

to be Contractor's agent with express authority to bind Contractor with respect to all matters requiring Contractor's approval or authorization.

b. City's Representative. City hereby designates the Public Works Street Maintenance Department, Street Superintendent or his/her designated representative as City's Representative for this Agreement.

3. COMPENSATION:

The method of payment for the services rendered pursuant to this Agreement shall be based on a fee-for-services 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 Fiscal Year 2023-2024 of this Agreement and shall be limited to a not-to-exceed amount of **Eight Hundred Thirty-Four Thousand Three Hundred Sixty-Four Dollars and Sixty Cents ($834,364.60).**

The total sum paid 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 **Public Works Department - Street Superintendent** 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. TERM OF AGREEMENT:

The term of this Agreement shall be for Citywide Street Sweeping Services for a period of one (1) year, beginning July 1, 2023 through June 30, 2024, with two (2) one-year options to extend, unless terminated earlier as provided herein.

5. 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 that **CONTRACTOR** 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.

a. **Professional Standards**. The manner and means used by Contractor to perform the services required by the City are at the sole discretion and control of the Contractor. Contractor's services, and the result thereof, will be performed with and be the product of a high degree of professional skill and expertise and in conformance with all applicable federal and state laws, rules, regulations and guidelines. If, for any reason, Contractor personnel performing services under this Contract fail or are unable to perform the services required hereunder to City's reasonable satisfaction, City shall provide Contractor with written notice setting forth the nature and extent of City's issue and Contractor shall promptly remove the personnel from the City's project/work and shall replace the personnel with other personnel of equivalent experience and qualifications.

b. The payment(s) made to Contractor pursuant to the Contract will be the full and complete compensation to which Contractor is entitled. City will not make federal or state tax withholdings on behalf of Contractor or its agents, employees or subcontractors. City will not pay any workers' compensation insurance, retirement contributions or unemployment contributions on behalf of Contractor or its employees or subcontractors. Contractor 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 Contractor or any agent, employee, or subcontractor of Contractor for work done under this Agreement. At the Contractor's election, City may deduct the amounts paid pursuant to this section, from any balance owing to Contractor.

6. 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.

7. 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 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.

8. 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 does not extend to claims arising out of the sole negligence or willful misconduct of the **CITY**.

9. 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 its 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.

10. 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*.

11. 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.

12. 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.

13. 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.

a. Water Pollution Control/Best Management Practices (BMPs). Contractor, without limitation, shall be responsible to provide and implement Best Management Practices (BMPs) to comply with National Pollution Discharge Elimination System (NPDES) standards and practices. The Contractor shall be responsible, to the fullest extent possible, not to permit any contaminants, including soil, to enter any drainage system. Contractor shall be responsible to maintain equipment so that oil, grease, gasoline, diesel fuel, et al., does not contaminate areas subject to run-off. The Contractor shall fully indemnify the City for any pollution damage and/or cleaning costs. BMPs shall be defined as any program, technology, process, site, criteria, operating method, measure or device that controls, prevents, removes or reduces pollution.

The City, as permittee, is subject to enforcement actions by the State Water Resources Control Board, Environmental Protection Agency and private citizens.

The City may assess the Contractor a penalty of One Thousand Dollars ($1,000.00) for each calendar day that the Contractor has not fully implemented the BMPs specified for the contract and/or is otherwise in noncompliance with these provisions. In addition, the City may deduct, from the payments due the Contractor, the total amount of any fines levied on the City, plus legal and staff costs, as a result of the Contractor's lack of compliance with these provisions and/or less than complete implementation of the specified BMPs.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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 which 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.

19. EXAMINATION AND AUDIT:

This Contract shall be subject to examination and audit of 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.

20. 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 Street Sweeping Services for the City of Compton"** and the **CONTRACTOR's Proposal for "Citywide Street Sweeping Services"** (dated December 5, 2023).

21. 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:

SWEEPING CORP OF AMERICA
4141 Rockside Rd., Ste. 100
Seven Hills, OH 44131
(216) 777-2750
Attn: Jonathan Sisier, Chief Executive Officer

TO CITY:

CITY OF COMPTON
205 South Willowbrook Avenue
Compton, California 90220
Attn: PW Department – Street Superintendent
(310) 605-5691 – tel.
(310) 609-1753 – fax.

NOTE: A copy of any notice provided to the PW Street Superintendent 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.

22. CERTIFICATIONS:

CERTIFICATIONS OF CONTRACTOR

I, **Jonathan Sisier, HEREBY CERTIFY** that I am the Chief Executive Officer, and duly authorized representative of the **CONTRACTOR** firm of **SWEEPING CORP OF AMERICA**, 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 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.

_____ _____

JONATHAN SISIER, Chief Executive Officer **(Date)**

23. 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.

SWEEPING CORP OF AMERICA
CONTRACTOR

Dated: _____ **By_____**
Jonathan Sisier, Chief Executive Officer

CITY OF COMPTON
Recommended for Approval:

By _____ **Dated: _____**
Damion D. Timmons
Public Works Street Superintendent

Approved by:

Dated: _____ **By_____**
Willie Hopkins Jr., 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 STREET SWEEPING SERVICES

Solicitation Issue Date: Wednesday, November 15, 2023

PROPOSALS DUE BY:

THURSDAY, DECEMBER 7, 2023 AT 5:00 PM

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

CITY OF COMPTON
REQUEST FOR PROPOSAL
CITYWIDE STREET SWEEPING SERVICES

INTRODUCTION

The City was incorporated in 1888 and totals approximately 10.2 square miles in size. Compton is home to more than 95,000 residents (2020). The City has approximately 175 center line miles of surface streets. The topography is flat, ranging from 64 feet above sea level in the south to 67 feet in the north. Served by the 91, 110, 105 and 710 freeways, Compton residents have easy access to major attractions throughout the Southland. Compton is conveniently located less than twenty miles from Downtown Los Angeles, the Port of Long Beach, and Santa Ana.

SCOPE OF WORK

The proposals received from prospective vendors shall include sweeping services of all City-owned paved streets, street medians, cul-de-sacs, street center lines and traffic signal islands, striped medians, intersections, cross-gutters, alleys, and public parking lots. Services shall include furnishing of all labor, equipment, tools, fuel, materials, insurance, supervision, waste recycling/disposal and all other item incidentals to performing municipal street sweeping services.

SUBMITTAL REQUIRMENTS AND ELEMENTS

Proposals are due on or before: **Thursday, December 7, 2023 at 5:00 p.m.**

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

City of Compton
City Clerk's Office
205 S Willowbrook Avenue
Compton, CA 90220
Attn: Damion Timmons, Public Works Street Maintenance Department
RFP: Citywide Street Sweeping Services

Please submit four (4) bound originals and one (1) unbound, single sided proposal with original signatures. Failure to comply with these or any other requirements listed in this notice will invalidate your proposal.

When preparing your Request for Proposal (RFP), please address all components listed below:

Section 1: Describe your firm, including your area of specialization; number of employees; prior experience performing similar services; current workload; current financial environments, etc.

Section 2: Describe your firm's or employees' experience working for or with municipal governments.

Section 3: Describe how you typically communicate with City staff regarding your status. Please provide any report format you currently use to keep City staff informed about the status.

Section 4: Provide the names and backgrounds of the individuals who will be providing the actual services to the City. Include their prior experience providing sweeping services to municipalities and/or their previous experience working with municipalities.

Section 5: Provide the total annual cost to perform the City's street sweeping services for the activity levels described herein. This shall be the total amount payable to the Service Provider by the City. The total amount shall be divided by twelve (12) and invoiced and paid monthly. (If activity levels exceed those described, the Service Provider shall be entitled to additional compensation on a pro-rated basis, based on the unit costs provided in the proposal).

Section 6: Amount and types of equipment that the contractor currently has on hand for the completion of sweeping services.

Section 7: Provide any additional information you believe will be helpful to assist in the review of your proposal. Include any attachments, exhibits, or reports which you feel will help us to gain a better understanding of your firm's ability to provide this service to the City of Compton.

Your proposal must respond to and conform to the Street Sweeping Specification listed in this document.

PRELIMINARY AWARD OF CONTRACT SCHEDULE

The following dates reflect the anticipated schedule for proposal solicitation, selection and award of contract:

Proposal Release Date	November 15, 2023
Proposal Due Date	December 7, 2023
Review Proposals	December 11, 2023
Interviews (if applicable)	December 11, 2023
Recommend Award to City Council	December 26, 2023
Contract Review and Execution	December 27, 2023

DEFINITION OF TERMS

Whenever the terms listed below appears in the RFP, they shall be defined as follows:

1. City shall mean the City of Compton, California, as it now exists or as its boundaries may from time to time change.
2. Contractor, Service Provider, Bidder, Firm, Corporation shall mean the person with whom the City has executed the Agreement and who is fully responsible for performance of the work.

MISCELLANEOUS PROVISIONS

These specifications and the draft agreement are complementary. This RFP does not commit the City to enter into an agreement or to pay any costs incurred by proposers in the preparation of a proposal.

The City reserves the right to accept or reject any or all proposals received as a result of this RFP. The City reserves the right to cancel this RFP, in part, or in its entirety.

Any changes to the RFP requirements will be made by addendum. All addendums shall be signed by bidders and attached to the proposal. Failure to attach any addendum may render the proposal non-responsive and cause it to be eliminated from consideration.

The City may require the selected bidder(s) to participate in negotiations and to submit prices, technical or other revisions to their proposals, that may result from negotiations. Bidder(s) selected for an interview may be asked to submit "best and final" cost proposals as a final step in the selection process.

All responses to the RFP become the property of the City of Compton. At such time a final award is made, all proposals submitted in response to this RFP become a matter of public record and shall be regarded as public records, with the exception of those elements in each proposal which are defined by the bidder as business or trade secrets, and marked "Trade Secret," "Confidential," or "Proprietary."

SELECTION

All proposals will be reviewed by City staff. The staff will evaluate the proposals based upon price, service plan, experience, route scheduling experience, and customer service experience.

During the evaluation process, City staff may, at their discretion, request any or all service providers to provide oral presentations. Such presentations will provide service providers with an opportunity to answer any questions the selection committee may have on a Service Provider's proposal. Not all firms will be asked to make oral presentations.

There is no expressed or implied obligation for the City to reimburse responding Service Providers for any expenses incurred in making an oral presentation to the selection committee. Upon completion of the evaluation process, the Street Superintendent will recommend a

Service Provider for selection to the City Council.

STREET SWEEPING SERVICE SPECIFICATIONS

Services shall include furnishing all labor, equipment, tools, fuel, materials, insurance, supervision, and all other items needed to satisfactorily perform all work necessary as specified.

I. Services Required

A. Routine Sweeping Services: The Service Provider shall provide street sweeping services as follows: On designated arterial (major), collector, commercial, residential, raised median curbs, 100% of all painted median surfaces, and industrial streets as indicated in this RFP. Alleys, cul-de-sacs, street center lines and traffic signal island curbs, street cross and slotted gutter, and City owned parking lots, (including cleaning behind parking bumpers) are also included.

B. Sweeping Hours: Sweeping hours for streets will be designated by the City, Monday through Friday. **All Streets** with the **exception** of a portion of **Alondra Boulevard, Compton Boulevard and Willowbrook Avenue**, and areas located in the **Central Business District area** are scheduled for sweeping **once (1) a week** (52 sweeps per year). The commercial areas of **Alondra Boulevard** from the 710 Freeway to Center Street, **Compton Boulevard** located from Stanford Avenue to Harris Avenue; **Long Beach Boulevard** from Greenleaf Boulevard to Orchard Avenue; and **Rosecrans Avenue** from the 710 Freeway to West of Stanford Avenue are scheduled **five (5) times per week** (260 sweeps per year) and includes side streets in the Towne Center. All cross-gutters are scheduled for sweeping once (1) per week at the times corresponding streets are swept. **Alleys** are scheduled for sweeping **twice (2) per month**, (24 sweeps per year).

C. Additional Services: Additional services including emergency call-outs, or assignments requested by the City, including special event sweeping, shall be performed by the Service Provider. Payment for such services shall be based upon the hourly rate provided in the proposal.

D. Changes in Services: During the term of this Agreement or any extension thereof, the City may elect to increase or decrease the frequency or number of miles of street sweeping services. The increase or decrease shall be provided in written correspondence to the Service Provider. The unit price for change order sweeping shall be the Agreement unit price.

E. Emergency Response: The selected Service Provider shall be available and able to respond to the City in the event of an emergency, when so requested. Payment to the Service Provider will be measured by the actual hour(s) spent sweeping.

F. Service Provider Communications / Complaint Resolution: Service Provider's attention is directed to Section VIII of this specification document. Provisions of these sections shall by reference be included in the "Services Required" section of this specification.

G. Term of Service: The contract duration is expected to be one (1) year, with two (2) one-year options to extend the contract.

II. Disposal

The Service Provider shall transport and dispose of all street sweepings in accordance with all county, state, and federal requirements. Sweepings are **NOT** to be unloaded at permanent or temporary storage sites on City, state or federal property within the City's boundaries. Service Provider shall deliver collected street sweepings to a facility to process waste. The Service Provider shall be solely responsible for all fees involved in the recycling/disposal of sweepings collected in the City. The Service Provider shall be solely responsible for all labor, materials, equipment, fees, and expenses to haul debris away.

III. Hours of Operation

Standard operating hours for sweeping under this Agreement shall be as posted and established by City Council Resolution and Service Provider or until all sweeping is completed if earlier than posted times.

IV. Holidays

The following is a list of holidays on which the services will not be performed:

Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Christmas Day
New Year's Day
Martin Luther King, Jr.'s Birthday
President's Day
Cesar Chavez Day
Memorial Day
Juneteenth

Street sweeping for all holidays will be made up according to the Service Provider's proposed holiday sweeping schedule to be approved by the City of Compton.

V. Weather Conditions

The Street Superintendent or designee reserves the right to be the sole judge if the weather is too inclement to sweep the streets. When adverse weather interrupts sweeping, the Service Provider shall adjust the work schedule so as to return to the normal weekly schedule the following week. The City reserves the right to direct schedule changes made necessary due to inclement weather. In the event of a rainy day, the Service Provider shall obtain approval from the City's Street Superintendent or his designated Public Works representative for the day's sweeping.

VI. Service Provider / City Communications

A. Service Provider Contact Person: Throughout the period of this Agreement, the Service Provider shall establish and maintain an office within close proximity of the City. A contact person in that office shall be designated for communications with the City.

The contact person will be responsible for inspection of streets being swept and to identify special requirements and deficiencies. At the end of each week, the supervisor shall make contact with the City's representative for the purpose of exchanging information about the week's sweeping, including production and deficiency reports.

If services are delayed, or cannot be provided, the contact person shall notify the City of Compton at the beginning of the day's operations, of the starting time and location for each sweeper shift and have radio communications with all Service Provider field personnel. City phone calls to Service Provider shall be returned within fifteen (15) minutes as a mandatory requirement during the performance of the Agreement.

B. City Contact: The agreement administrator for the City is the City's Street Superintendent. For daily operations, the point of contact will be the City's Street Superintendent or the designated Public Works Department representative.

C. Complaints and Requests for Service: The Service Provider's local office shall have twenty-four (24) hour telephone service and a responsible person in charge Monday through Sunday, to receive all complaints/requests for service forwarded by the employees of the City of Compton. All complaints shall be resolved within the following twenty-four (24) hour period. Service Provider will maintain a "Complaint Log" which will be made immediately available to the City upon verbal or written request and to the Street Superintendent weekly.

VII. Agreement Complaints and Deficiencies

A. Complaints Received by the City: The City will notify the Service Provider by telephone and/or in writing of each Agreement complaint reported to the City.

Deficiencies must be corrected within same working day of receipt of a verbal or written notice. If deficiencies are not resolved, Service Provider will generate inspection reports of unsatisfactory performance which shall include description of the deficiency, location, and the curb line miles (or fractions thereof), to be deducted from the day's performance. Deductions shall be made regardless of whether the deficiency occurred while sweeping streets, street medians, cul-de-sacs, street center lines, municipal and public facilities, alleys, parking lots, cross gutters or slotted cross gutters.

B. Conduct: Customer care is a priority of the City of Compton. Service Provider's employees shall conduct themselves in a highly professional manner and as to avoid embarrassment to the City of Compton. The Service Provider's employees, officers, and subcontractors shall not identify themselves as being employees of the City of Compton. If required, the City retains the right to require a particular employee be removed from working on this Agreement.

VIII. Service Provider's Equipment

A. Sweeping Equipment – Type, Quantity, and Condition: The Service Provider shall provide and maintain during the entire period of the Agreement a fleet of Street Sweepers, i.e. Mobil/Athey Model TE5DB and Tymco Model 600 sweepers or equivalent, as determined by the City of Compton.

B. All vehicles must comply with the Southern California Air Quality Management District (AQMD) and/or California Air Resources Board (CARB) standards.

The Service Provider shall furnish the City with a list identifying all equipment to be used in fulfilling this Agreement and notify the City of any additions or deletions.

When new vehicles are added to the fleet, they shall be models of the latest design and construction and shall not be prototype models. Any changes in the Service Provider's sweeping equipment from the initial equipment must have prior approval from the City.

All vehicles must be maintained in good repair, appearance, and sanitary condition at all times as determined solely by the City. The City reserves the right to inspect the Service Provider's vehicles at any time to ascertain said condition. The City's representative shall have the right to disallow immediately upon inspection, any vehicles/sweeper deemed unsafe or unsatisfactory during performance of this Agreement.

C. Equipment Identification: All vehicles and equipment used by the Service Provider must be clearly identified with the name of the company, address of

local office and telephone number on each side of the equipment. Also, the words, "Providing services to the City of Compton" must be on all equipment. The letters shall be at least three (3) inches high and of proportionate width.

D. Equipment Safety Requirements: All equipment must be equipped in accordance with State laws including hazard lights visible from the rear that operate independently of the brake lights. To better enable Service Provider to address safety and customer service issues, all field vehicles shall be equipped with two (2) way radios in contact with Service Provider's area office.

E. Minimum Sweeping Width Required: Equipment must be capable of sweeping a minimum eight (8) foot width as measured with all brooms in the sweeping position. Equipment unable to do this is unacceptable.

IX. Water

The Service Provider shall make all provisions to supply water to their equipment and machinery. No additional fees shall be charged to the City for water. Service Provider shall include that cost within the unit price quoted for proposal items.

X. Standard of Performance

Level of Cleanliness:

The Service Provider shall remove all trash, debris and sediment from all streets every sweeping cycle. The Service Provider shall make as many passes as necessary to accomplish this task. Service Provider is responsible for removal of spills of concrete, rock, gravel, accident debris, etc. Large items, such as cardboard, palm fronds, large rocks, etc., shall when possible, be physically picked up and placed in the sweeper by the operator or other personnel. The Service Provider shall move excessively large items from the area to be swept into the parkway area and immediately notify the City's Public Works contact via phone and e-mail. Sediment accumulation in slotted cross gutters shall be kept to a minimum and is solely defined by the City. If after sweeping is completed sediment deposits over ¼ inch deep (thick) still remain in cross gutters, each deposit will constitute a performance deficiency by Service Provider, and be subject to the provisions cited in Section XIV of this specification.

XI. Areas to be Cleaned

A. Arterial, industrial, residential, and commercial streets, including: cul-de- sacs shall be swept on the days and within the hours indicated in the RFP.

B. All City facilities with parking facilities shall be swept at the frequency level indicated:

City Hall	Three times a week
Parks	Once a week
CareerLink	Once a week
Dollarhide Center	Once a week
Transit Center	Three times a week
City Yard	Once a month

The City may edit from time to time, the list of public facilities to be swept by adding to or deleting from the above list.

C. All curbs (including median curbs and curb returns), uncurbed pavement edges, painted (2-way) left turn lanes and flush concrete or paved medians shall be swept each time the associated street is swept: Sweeping shall consist of a minimum eight (8) foot wide span from each edge of the street. In no case shall there be any debris remaining on the paved surfaces of alleys after sweeping is completed.

D. **All alleys** shall be swept **twice per month**, **the first and third Thursday** of every month. In no case shall there be any debris remaining on the paved surfaces of alleys after sweeping is completed.

E. Sweeping hours for all streets will be as designated by the City, Monday through Friday, once per week (52 sweeps per year). **All streets located within the commercial areas are scheduled for sweeping five times per week (260 sweeps per year).** All cross gutters are scheduled for sweeping once per week at the times streets adjacent to the gutters are swept.

XII. Sweeping Practices

The Service Provider shall at all times use good sweeping practices as listed below and will be responsible to make adjustments to the equipment, as directed by City representative, or which enables the equipment to best sweep the street.

The Service Provider must exercise due care so as to prevent spilling, scattering, or dropping of refuse throughout sweeping activity and shall immediately clean up such spillage, dropping, or scattering. Sweeping practices include, but are not limited to:

A. Position gutter brooms at the proper angle to the gutter incline, touching the curb.

B. Set main broom in level position to assure debris pick-up. Apply appropriate broom pressure for sweeping conditions to obtain a minimum strike pattern of five (5) inches.

C. Adjust spray nozzles to keep dust caused by sweeping to a minimum.

D. Center dirt reflector and main drag shoes shall be properly maintained and adjusted, or any other device designed to direct debris or dirt into the path of the rear broom.

E. Sweeping speed shall be adjusted to street conditions with a maximum speed of six (6) miles per hour or as advised by manufacturer for optimum pick-up. Patterned concrete medians and crosswalks shall be swept at a maximum speed of three (3) miles per hour.

F. Operate sweepers as close to parked cars or other obstacles as safely allows.

G. Use common sense and good judgment at all times.

XIII. Construction Related Problems and Storm Debris

Dirt and debris carried onto streets from identifiable construction sites is not considered the responsibility of the Service Provider if located within five hundred (500) feet of the construction site. However, the Service Provider is required to report construction areas by using contact person's inspection report to record the construction site's location. If not reported as such to the City, the Service Provider will be required to clean all debris carried by traffic to areas beyond five hundred (500) feet from the site. Storm clean-up and sweeping must be completed as soon as possible.

XIV. Handling Deficiencies

Deficiencies must be corrected within the same working day of receipt of a verbal or written deficiency notice from City to Service Provider. Failure of the Service Provider to do so will result in a deduction of curb miles (or fraction thereof) affected by deficiency from the next payment. Cross gutters and slotted gutters shall be evaluated separately from other curbs in that each intersection crossing shall be considered a separate deficiency resulting in a one (1) curb line mile plus one-half (1/2) of a curb line mile deduction from the next payment regardless of the distance separating deficiencies in the cross gutter or slotted gutter from other deficiencies. Failure to correct any deficiency within the same working day of notice shall be considered failure to perform. Except as noted for cross gutters, each area unsatisfactorily cleaned, will be considered a separate deficiency unless, located within the same continuous mile section on the same street.

XV. Measurement Payments

A. Regular Service: The service will be measured for payment by the total number of curb line miles swept satisfactorily. The miles shall be calculated to the nearest hundredth of a mile. Intersections shall be measured in both directions when routes cross.

B. Additional Services: Emergency call outs will be measured by the actual hours spent sweeping plus the shortest travel time either to or from the work site. Travel time longer than twenty (20) minutes must be justified on a daily report. The hours will be calculated to the nearest one-quarter (1/4) hour (15) minutes. Special event sweeping shall be paid for by actual hours of sweeping.

XVI. Payment for Service

A. Regular Services: The Service Provider must invoice the City on a monthly basis for the amount of service actually performed. The Service Provider invoices shall state the area swept by route and the number of curb line miles swept thereon. If there are any deficiencies which were not corrected in the specific time, a separate sheet listing those streets shall be submitted. Length of each street or route not completed must be shown and deducted from original invoice amount.

B. Additional Services: The Service Provider must invoice the City on a monthly basis for all additional service. The invoice must state: The type of service (emergency, parking lots, etc.) and the person who requested the service. Upon request the Service Provider shall submit, along with the monthly payment requests, payroll records of each and every employee who worked in the field on activities associated with the execution of this Agreement.

C. Information submitted shall include name, title, rate of pay, total weekly pay, hours worked each day, and indication of total hours worked during the week by each person on each distinct activity, whether or not related to this agreement.

XVII. Fees and gratuities

The Service Provider shall not, nor shall it permit any agent, employee, or Subcontractor Provider employed by it to request, solicit, demand, or accept, either directly or indirectly, any compensation or gratuity for the sweeping of streets as defined by the Agreement, except such compensation as provided to Service Provider by the Agreement resulting from this proposal.

XVIII. Licenses, Permits, Fees, and Assessments

The Service Provider shall obtain at its sole expense such licenses, permits, and approvals as may be required by law for the performance of the services required by this Agreement. Service Provider shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest levied, assessed, or imposed against City hereunder as a result of Service Provider's services.

XIX. Insurance

Service Provider shall provide Commercial General Liability Insurance using ISO policy form CG 00 01 11 85, or the exact equivalent, with a single limit of no less than $1,000,000 per occurrence. If CGL or other form with a general aggregate limit is used, whether the general aggregate limit shall apply separately to this service or the general aggregate limit shall be twice the required occurrence limit.

Service Provider shall provide Auto Liability coverage using ISO business Auto Coverage Form CA 00 01 06 92 including symbol 1 (any auto) or the exact equivalent with a limit of no less than $1,000,000 per accident. City shall be named as additional insured using ISO CG 2010 with an edition prior to 1997.

XX. Indemnification

Service Provider shall indemnify, defend and hold harmless the City, and any and all of its employees, officials and agents from and against any liability where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of services provided by Service Provider.

EXHIBIT A

HOLIDAY SWEEPING SCHEDULE FOR 2023-2024

SWEEPING SCHEDULE FOR HOLIDAYS OBSERVED ON A MONDAY

- **On Tuesday following the holiday, sweep areas as usual and the boulevards which normally would be swept on Monday.**
- **On Wednesday following the holiday, sweep areas as usual and also sweep Monday's area.**

Independence Day	*Use City Adopted Holiday Schedule
Labor Day	*Use City Adopted Holiday Schedule
Veteran's Day	*Use City Adopted Holiday Schedule
Thanksgiving Day	*Use City Adopted Holiday Schedule
Christmas Day	*Use City Adopted Holiday Schedule
New Year's Day	*Use City Adopted Holiday Schedule
Martin Luther King, Jr.'s Birthday	*Use City Adopted Holiday Schedule
Presidents Day	*Use City Adopted Holiday Schedule
Cesar Chavez Day	*Use City Adopted Holiday Schedule
Memorial Day	*Use City Adopted Holiday Schedule
Juneteenth	*Use City Adopted Holiday Schedule

*Holiday schedule must be approved by the Street Superintendent.

ROUTINE SWEEPING SCHEDULE

The Service Provider will develop a routine sweeping schedule that sweeps alternate sides of residential streets on alternate days. The routine sweeping schedule will be approved by the City of Compton.

City of Compton
Street Sweeping Service
Provider Proposal Form

Item	Description	Approx. Quantity	Frequency (Times swept/year)	Unit Cost	Total
1.	Sweep street as described in referenced City of Compton Sweeping Specifications	350 CLM	52	$_____/CLM	$_____
2.	Sweep City alleys	36 CLM	24	$_____/CLM	$_____
3.	Sweep City parking lots Including behind bumpers	10,000 Sq. Ft.	52	$_____/Sq. Ft.	$_____
4.	Park / Parking Lots	10,000 Sq. Ft.	24	$_____/Sq. Ft.	$_____
5.	Commercial Area on Alondra/Compton /Long Beach Blvd/ & Rosecrans Ave	43 CLM	260	$_____/CLM	$_____
6.	Emergency Call Out(s)	50 Hours	N/A	$_____/Hr.	$_____
7.	Extraordinary weather sweeping	50 Hours	N/A	$_____/Hr.	$_____
8.	Special Event Sweeping (Weekends/Holidays)	50 Hours	N/A	$_____/Hr.	$_____
9.	Non-routine sweeping (Request for service during regular sweeping hours)	50 Hours	N/A	$_____/Hr.	$_____

TOTAL ANNUAL COST OF SERVICE $ _____

CLM = Curb Lineal Mile

The City reserved the right to increase the level of service (miles or hours providing sweeper service) at the unit prices shown

ORIGINAL

Sweeping Corp of America

formerly: CleanStreet, LLC

EXCLUSIVELY FOR

CITY OF COMPTON

CITYWIDE STREET SWEEPING SERVICES

December 5, 2023

SCA OF CA, LLC
4141 Rockside Rd, Ste. 100
Seven Hills, OH 44131
OFFICE: 216-777-2750

SCA
Sweeping Corp of America

December 5, 2023

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

Dear Sirs,

On behalf of the team at SCA of CA, LLC ('SCA'),we are eager to propose our bid for Street Sweeping Services for City of Compton.

This proposal is valid for a period of not less than ninety (90) days from the date of submittal. The work will not be subcontracted.

We have read and understand all components of the Request for Proposal. We have examined all the work sites and our proposal contemplates following the schedule and time zones as laid out in the request for proposal. This proposal pricing is non-prevailing wage.

We serve more than 55 cities in southern California. We are committed to providing a high quality street sweeping program and high-quality customer service. Quality street sweeping is the primary business that CleanStreet, LLC (now SCA) engages in, not a secondary business endeavor.

We understand that the City of Compton is seeking quality reliable service. We are confident that we will be able to perform this contract perfectly without any exceptions or problems.

I, Rick Anderson, will be the contact person for the remainder selection process. I can be contacted at 1937 W. 169th Street, Gardena, CA 90247, by phone at 310.470.1601 or email at randerson@sweepingcorp.com.

Thank you for this opportunity. I hope we can be of service.

Sincerely,

SCA of CA, LLC
1937 W. 169th Street
Gardena, CA 90247

R. Anderson

Rick Anderson
District Sales Manager

SCA
Sweeping Corp of America

Company Information

Business Name: SCA of CA, LLC
Physical/Mailing/Remit to Address: 4141 Roadside Road, Suite 100
Seven Hills, OH 44131
Federal I.D. Number: 86-1931812
Business Type: LLC filing as C-corp
Telephone: (216) 777-2750

Directors:

Jonathan Sisler	CEO
Erin Boyts Quinn	Secretary
Michael Latanza	President

Additional Information

How many years has Bidder's organization been in business as a Contractor?
49 years

Under what other or former names has Bidder's organization operated?
CleanStreet, Inc. conversion to CleanStreet, LLC filed January 25, 2021

Has Bidder ever failed to complete any work awarded to it?
No

Project Personnel

Tyler Haskell, General Manager - California
Telephone: (310)436-6510 **Email:** thaskell@sweepingcorp.com

Jose Brito, Site Manager
Telephone: (310)538-6986 **Email:** jbrito@sweepingcorp.

Ed Kemp, Operations Manager
Telephone: (909) 224-4496 **Email:** ekemp@sweepingcorp.com

Cynthia Cruz, Billing Specialist
Telephone: (310)436-6512 **Email:** ccruz@sweepingcorp.com

Public Agency: City of Fullerton	
Mailing Address: 1580 West Commonwealth Ave., Fullerton, CA 92833	
Contact: Jorge Gonzalez	Title: Streets Supervisor
Phone: 714.738.5344	Email: jorge.gonzalez@cityoffullerton.com
Scope of Work: Municipal Street Sweeping	Service Dates: 8/2019 - Current

Public Agency: City of Buena Park	
Mailing Address: PO Box 398, Buena Park, CA 90621	
Contact: Mark Perumean	Title: -
Phone: 714.522.3577	Email: mperumean@edcodisposal.com
Scope of Work: Municipal Street Sweeping	Service Dates: 6/2008 - Current

Public Agency: City of Garden Grove	
Mailing Address: 13802 Newhope Street, Garden Grove, CA 92843	
Contact: Karissa Yniguez	Title: Sr. Program Specialist
Phone: 714.741.5382	Email: karissay@ggcity.org
Scope of Work: Municipal Street Sweeping	Service Dates: 7/2006 - Current

Public Agency: City of Fontana	
Mailing Address: 8353 Sierra Avenue, Fontana, CA 92335	
Contact: Abigail Gomez	Title: Environmental Control Supervisor
Phone: 909.350.6760	Email: agomez@fontana.org
Scope of Work: Municipal Street Sweeping	Service Dates: 11/2008 - Current

Public Agency: City of Ontario	
Mailing Address: 1425 S. Bonview Avenue, Ontario, CA 91761	
Contact: Daniel L. Leon	Title: Public Works Supervisor
Phone: 909.395.2632	Email: dleon@ontarioca.gov
Scope of Work: Municipal Street Sweeping	Service Dates: 12/2003 - Current

Public Agency:	
Mailing Address:	
Contact:	Title:
Phone:	Email:
Scope of Work:	Service Dates:

Personnel

Supervisors

Satisfaction and consistent quality service is the foundation of our company. Our supervisors are full-time employees, not temporary hired guns. They are highly trained so all phases of the project run smoothly. Our supervisors are directly involved with each account and job inspections to ensure quality.

Although we believe that there is always room for improvement, we strive to recognize our employees for their good work. This type of supervision helps build operator pride.

SCA knows that street sweeping is an extremely noticeable city service that is best done properly if you wish to have satisfied residents. With our experience coupled with our approach assure the various locations that this work will be done extremely well. We can eliminate all complaints. We believe that our quality street sweeping programs is an excellent value when you consider the cost and negativity generated by complaints.

Operators

Our first step is to educate our operators as to what is an accepted and the quality of work that is expected. Our operators are encouraged to take as many passes as are necessary to do a wonderful job in removing all leaf's, paper, dirt, rocks, glass, bottles, cans, and other debris to ensure free flow of water in the gutter and to maintain streets in a state of cleanliness. In combination with this approach, the SCA supervisors will conduct unannounced spot checks for quality and quantity of the work performed.

Our operators are trained to value and care for their equipment. They are knowledgeable about proper driving speed, adjustment of brooms and the most efficient and effective performance of their equipment.

Our operators understand the importance of punctuality and the importance of quality work. Our drivers take pride in our customer's satisfaction.

Repair and Maintenance Crew

SCA has seven full-time mechanics who are expert in the repair and maintenance of our equipment. Our mechanics are factory trained to help ensure high quality performance of our equipment. We also have mechanics available around-the-clock to help ensure our ability to meet our commitments.

SCA knows that one of the keys to customer satisfaction is dependable well-maintained equipment. Consequently, we feel that the quality of our repairs and maintenance is crucial to our sweepers.

We have an additional four full-time employees who are mechanics helpers. They change of brooms, tires, and help keep our sweepers clean.

Dispatchers

The Dispatch and Operations department is the very nerve center of SCA. It is from our experience that this position is very mission critical where oftentimes operational and sometimes financial decisions are made.

Our dispatchers make sure that operations run smoothly. When telephone calls are received, our dispatchers will obtain the necessary information from the caller and provide the appropriate response by either facilitating an emergency sweep, special sweep, regular sweep, or the handling of a complaint. This means that they make sure that the right drivers and the right equipment are appropriately matched to the job and ensure timeliness, safety and accuracy are guaranteed.

Disposal of Refuse and Debris

SCA shall dispose of all refuse and debris that is collected during the sweeping operations, at no additional cost to the County. We will haul it to a legally established area for the disposal of solid waste.

Storage facilities

SCA will utilize their own storage facilities for all of the sweepers.

Equipment

SCA equips all of its trucks with global positioning satellite (GPS) system. All of the real-time data is monitored by SCA dispatchers. This permits SCA to monitor the drivers speed, time and location.

Our Tymcos hold 250 gallons of water which results in cleaner air and less dust and particulates on the streets.Our street cleaning is listed as Best Management Practice BMP in storm water regulations, to get the debris off the street before it is carried into the drain system. All street sweepers that SCA will deploy will be Tymco 2009 propane powered street sweepers compliant with rule 1186.1.

In case of a mechanical breakdown, backup equipment will be available at all times and will comply with AQMD Rule 430.

Routing

Routing will be designed in such a manner that all time zones will be swept timely with ample time for the operator to do an excellent job. If for some reason the operator is behind or needs help, and additional sweeper and operator will be supplied to ensure timely completion of routes.

Reports

In order to suit the County, a tailor-made form will be created for each location awarded to SCA. The following items can be on the report:

- Curb miles and paved alley miles swept each day.
- Schedule curb miles and paved alley miles swept and areas missed.
- When missed areas were swept.
- Number of complaints received each day.
- Reasons schedule sweeping was not performed or completed as scheduled.
- Waste tonnage summary and copies of waste disposal receipts.

SCA is the premiere street sweeping contractor in California. With over 47 years of experience in providing street sweeping services, SCA has demonstrated that it can deliver the highest quality service.

SCA enjoys the best reputation in the industry because of our proven ability to provide excellent service with punctuality and dependability.

There are 10 key components that insure that all streets will be swept properly and on time:

1. **Operator Training:**

   Our street sweeper operator training program lasts two to four weeks. New operators are evaluated by veteran drivers and the regional driver supervisor. During the Introductory Period, trainees are evaluated on safety, performance and progress. Drivers in the training program must pass multiple tests before they are permitted to work alone. Approximately one out of every three trainees is offered permanent employment.

   a. Pre-employment requirements for all trainees include:
      1. Clean driving record, verified by current copy of Department of Motor Vehicles H6 printout
      2. No accidents
      3. Strong references
      4. Pre-employment physical
      5. Pre-employment drug testing

2. **Operator Retention:**

   SCA has a large staff of qualified sweeper operators because we have been successful in retaining employees.

   Our company policy is keeping the same operators because they have the detailed knowledge and experience that will enable them to avoid complaints.

   The most common and egregious complaint I hear about other sweeping companies from their municipal clients is the constant swapping of operators.

   We achieve retention through excellent pay and benefits complemented by a family friendly working environment. We are very proud of our excellent staff.

3. **Equipment:**

   We will provide these skilled operators with new or late-model sweepers that are in excellent operating condition and appearance.

   SCA equips its trucks with Global Positioning Satellite (GPS) systems. All of the real-time data is monitored by SCA's dispatchers. This permits SCA to monitor the driver's speed, time, and location and gutter broom activity.

   All equipment used will be in compliance with SCAQMD Rules 1186 and 1186.1 and all other applicable laws and rules. Back-up equipment is available at all times.

4. **Equipment Maintenance:**

A key component of an effective sweeping program is high quality equipment repairs and maintenance. Broom changes and tire repairing will be performed at SCA's headquarters located in Gardena. All preventative maintenance and repairs will be performed in Gardena.

We have a staff of 16 mechanics and helpers who are expert at sweeper repair and maintenance.

We have a full inventory of parts and supplies readily available. We have all necessary tools and equipment needed to repair virtually everything on a street sweeper.

5. **Back-up Sweepers:**

We will have back-up sweepers available at all times. We own and operate a tremendous fleet of sweepers that gives us depth and strong resources capable of dealing with any eventuality.

6. **Back-up Operators:**

We have over 80 full-time sweeper operators working throughout California. We have many highly qualified operators that could come in and perform well on very short notice.

The size of our staff gives us a tremendous advantage over our smaller, less qualified competitors.

7. **Supervision:**

Supervision is an important component of an intelligent street sweeping program. Rick Anderson has been with SCA for over 30 years and has helped the company grow and diversify in new areas.

We are fortunate to have Rick Anderson and his experience, and he will be responsible for the day-to-day management and supervision of this contract.

8. **Complaint Handling:**

Our operators are encouraged to take as many passes as necessary to do a great job. They take great pride in the complete satisfaction of the residents. Consequently, they receive very few complaints.

We will handle any and all complaints on the day they are received. We believe that responsiveness is key to establishing public confidence in our ability and integrity.

We also believe that the operator is more highly motivated to do a good job the first time if he knows he may have to come back again if he doesn't. Our operators take great pride in not receiving complaints and doing a great job the first time.

Our operators will check in with the designated city person on a daily basis to see if there are any complaints. If there are complaints, we will go out and re-sweep them immediately. We will always respond in less than six hours.

9. Communication / Emergencies:

All administrative staff will provide the City with cell phone numbers that can be used to reach us 24 hours a day, seven days per week.

10. Safety Program:

SCA differentiates itself from the competition by having an aggressive accident prevention program. We reward our operators for accident free driving.

We have regular safety meetings with employees to remind them of the importance of working accident-free.

Our pro-active emphasis on safety makes SCA a stronger, healthier company. This is good for our employees, good for our clients and essential to our containing the tremendous cost of insurance.

SCA
Sweeping Corp of America

Resume

RICK ANDERSON
District Sales Manager

EMPLOYMENT HISTORY:

CLEANSTREET/SCA OF CA, LLC ..... 1989 TO PRESENT

Current Responsibilities:

- Oversees daily operations.
- Contract management.
- Develops new business.
- Ensures safe operations and promotes proactive culture for safety.
- Monitors and reviews GPS tracking system reports.
- Oversee and supervise the daily maintenance and cleanliness of all vehicles.
- Conducts meetings to discuss daily operations performance, regulatory issues, client concerns and company policies and procedures.
- Responsible for ensuring compliance of all state and Federal laws and regulations.

Education:

- Bachelors of Science, University of Southern California (USC)
- Jurist Doctorate, Southwestern University School of Law

Professional Skills:

- Bilingual: Spanish and English

Professional and Trade Organizations:

- L.A. and Orange County Chapter – Maintenance Superintendents Association (MSA)
- North American Power Sweeping association (naPSa)

SCA
Sweeping Corp of America

Resume

Jose Brito
Branch Manager

EMPLOYMENT HISTORY:

SWEEPING CORPORATION OF AMERICA .....2022 TO PRESENT
CLEAN HARBORS .....2014 TO 2022

Responsibilities:

- Sweeping Operations in Southern and Northern California
- Management of procedures and policy
- Financial planning and management
- Management efficiency and effectiveness
- Public relations
- Responsible for a fleet of over 55 sweepers
- Responsible for maintaining a high level of EH&S standards. (Cal OSHA, FMCSA)

Professional Skills:

- Bilingual: Spanish and English
- Project Management
- Strategic Planning
- Experienced in behavioral based safety program

Non-Prevailing Wage

City of Compton
Street Sweeping Service Provider
Proposal Form

Item	Description	Approx. Quantity	Frequency (Times swept/year)	Unit Cost	Total
1.	Sweep street as described in referenced City of Compton Sweeping Specifications	350 CLM	52	$ 30.05 /CLM	$ 546,910.00
2.	Sweep City alleys	36 CLM	24	$ 31.72 /CLM	$ 27,406.00
3.	Sweep City parking lots Including behind bumpers	10,000 Sq. Ft.	52	$ .009 /Sq. Ft.	$ 4,680.00
4.	Park / Parking Lots	10,000 Sq. Ft.	24	$ .009 /Sq. Ft.	$ 2,160.00
5.	Commercial Area on Alondra/Compton /Long Beach Blvds/ & Rosecrans Ave	43 CLM	260	$ 20.77 /CLM	$ 232,208.60
6.	Emergency Call Out(s)	50 Hours	N/A	$ 105.00 /Hr.	$ 5,250.00
7.	Extraordinary weather sweeping	50 Hours	N/A	$ 105.00 /Hr.	$ 5,250.00
8.	Special Event Sweeping (Weekends/Holidays)	50 Hours	N/A	$ 105.00 /Hr.	$ 5,250.00
9.	Non-routine sweeping (Request for service during regular sweeping hours)	50 Hours	N/A	$ 105.00 /Hr.	$ 5,250.00

TOTAL ANNUAL COST OF SERVICE $ 834,364.60

CLM = Curb Lineal Mile

The City reserved the right to increase the level of service (miles or hours providing sweeper service) at the unit prices shown above.

February 20, 2024

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

FROM: **GENERAL SERVICES DEPARTMENT**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE GENERAL SERVICES DEPARTMENT 2023-2024 FISCAL YEAR BUDGET TO APPROPRIATE $149,717.50 FROM THE INSURANCE RECOVERY FUND AND ENTER INTO AN AGREEMENT WITH PRIORITY HEATING AND AIR CONDITIONING, INC. AND ISSUE A PURCHASE ORDER FOR THE REPLACEMENT OF ELEVEN (11) HVAC UNITS LOCATED AT 700 NORTH BULLIS ROAD ($149,717.50)**

SUMMARY

Adoption of the attached resolution will amend the General Services 2023-2024 Fiscal Year Budget and authorize the City Manager to enter into an agreement and establish a purchase order to Priority Heating and Air Conditioning, Inc. and issue a purchase order in the amount not to exceed **One Hundred Forty-Nine Thousand Seven Hundred Seventeen Dollars and Fifty Cents ($149,717.50)** for the replacement of eleven (11) heating, ventilation, and air conditioning units located at the CareerLink Facility - 700 North Bullis Road, Compton, CA 90221.

BACKGROUND

The City of Compton owns certain real property located at 700 North Bullis Road, Compton, CA 90221, which is currently occupied by the City of Compton Local Housing Authority, Coalition for Humane Immigrant Rights, and The Secret Place Church. On August 7, 2023, staff received a complaint from the City of Compton Local Housing Authority, stating that the heating, ventilation, and air conditioning system was malfunctioning. The General Services maintenance staff investigated the complaint and discovered nine (9) of sixteen (16) units had been vandalized over the weekend. Staff contacted the Compton Sheriff's Department and obtained a police report for the damage. The administrative staff created an incident report for the Risk Management Division, and a claim for damages was subsequently filed.

On August 15, 2023, staff was notified by the Compton Sheriff's Department that a suspect had returned to the scene and had been apprehended. The maintenance staff inspected the building and discovered two (2) additional units were damaged. The administrative staff provided a second incident report to the Risk Management Division, and they filed a second claim for damages.

The maintenance team met with vendors and received the following quotes to replace eleven (11) heating, ventilation, and air conditioning units.

CONTRACTOR	**AMOUNT**
Priority Heating & Air Conditioning, Inc.	$149,717.50
South Bay Heating & Air, Inc.	$188,500.00
City Wide Heating & Cooling	$174,600.00

STATEMENT OF THE ISSUE

Eleven (11) heating, ventilation, and air conditioning units located at the Compton CareerLink facility need to be replaced due to vandalism that occurred on August 7, 2023 and August 15, 2023. Staff conducted a job walk and obtained quotes from Priority Heating & Air Conditioning, Inc., South Bay Heating & Air, Inc., and City-Wide Heating & Cooling.

The staff has reviewed the quotes and has determined that Priority Heating & Air Conditioning, Inc. is the most responsive vendor for this project. If the project is approved by the Mayor and City Council, this vendor can replace the units upon an executed agreement and issued purchase order.

The staff aims to complete this project before the summer months begin. Upon successful installation of the units, staff will present to the City Council a resolution to procure the services of a custom metal security cage vendor to design and install cages with access doors to prevent unauthorized access and discourage vandalism and theft to the units.

Staff is requesting that this item be approved by an emergency measure immediately necessary for the preservation of the public, health, safety and welfare.

> ***Compton City Charter Section 1409*** *states, contracts likewise may be let without advertising for bids, if such work shall be deemed by the City Council to be of urgent necessity for the preservation of life, health or property, and shall be authorized by motion passed by at least four affirmative votes and containing a declaration of the facts constitution such urgency.*

ALTERNATIVE

No other alternative is offered at this time.

FISCAL IMPACT

Insurance recovery funds were provided by National Fire & Marine Insurance Company in the amount of $74,858.50 for claim number PR2308154510 and $74,859.00 for claim number PR2308154515 for a grand total of $149,717.50 were deposited into the insurance recovery account number 1001-000-000-3751 on December 21, 2023. Upon approval of this resolution City Council will authorize the department to amend the budget appropriation as follows:

Increase in Revenue Appropriation:

Account No.	Description	Amount
1001-000-000-3751	Insurance Recovery	$149,717.50
1004-000-000-3920	Contributions From Other Funds	$149,717.50

Increase in Expenditure Appropriation:

Account No.	Description	Amount
1004-600-000-4300	Capital Outlay	$149,717.50
1001-000-000-4290	Contributions To Other Funds	$149,717.50

Funds in the amount not to exceed **One Hundred Forty-Nine Thousand Seven Hundred Seventeen Dollars and Fifty Cents ($149,717.50)** for this expenditure will be available in the FY 2023-2024 Budget in Account No. 1004-600-000-4300 upon Mayor and City Council approval of the attached resolution.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution amending the General Services Department Fiscal Year 2023-2024 budget and authorize the City Manager to enter into an agreement and establish a purchase order to Priority Heating and Air Conditioning, Incorporation to replace eleven (11) heating, ventilation, and air conditioning units.

NEBRASKA JONES
GENERAL SERVICES DIRECTOR

APPROVED FOR FORWARDING:

WILLIE A. HOPKINS, JR.
CITY MANAGER

Attachment: Proposed Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE GENERAL SERVICES DEPARTMENT 2023-2024 FISCAL YEAR BUDGET TO APPROPRIATE $149,717.50 FROM THE INSURANCE RECOVERY FUND AND ENTER INTO AN AGREEMENT WITH PRIORITY HEATING AND AIR CONDITIONING, INC. AND ISSUE A PURCHASE ORDER FOR THE REPLACEMENT OF ELEVEN (11) HVAC UNITS LOCATED AT 700 NORTH BULLIS ROAD ($149,717.50)

WHEREAS, the City of Compton owns certain real property located at 700 North Bullis Road, Compton, CA 90221, and is responsible for maintaining the City's administrative buildings, parks, fire stations, service yards, and leased properties; and

WHEREAS, on August 7, 2023, staff received a complaint from the City of Compton Local Housing Authority, stating that the heating, ventilation, and air conditioning system was malfunctioning; upon staff investigation, it was determined that nine (9) of sixteen (16) units had been vandalized, the copper wiring and other various parts that are essential for the unit to function were missing or destroyed; and

WHEREAS, on August 15, 2023, staff was notified by the Compton Sheriff's Department that a suspect had returned to the scene and had been apprehended, upon further investigation, it was determined that two (2) additional units were vandalized; and

WHEREAS, the City of Compton Risk Management Division filed two separate claims for damages, and National Fire & Marine Insurance Company provided restitution in the amount of $149,717.50, which were deposited into the City of Compton Insurance Recover Account No. 1001-000-000-3751 on December 21, 2023; and

WHEREAS, the General Services Department is requesting to amend the 2023-2024 Fiscal Year budget to appropriate and to transfer funds from the Insurance Recovery Account No. 1001-000-000-3751 to the General Services Department Other Contract Services Account No. 1004-600-000-4300; and

WHEREAS, the General Services Department solicited bids to replace eleven (11) heating, ventilation, and air conditioning units, and the following quotes were received from Priority Heating & Air Conditioning, Inc., South Bay Heating & Air, Inc., and City-Wide Heating & Cooling; and

CONTRACTOR	**AMOUNT**
Priority Heating & Air Conditioning, Inc.	$149,717.50
South Bay Heating & Air, Inc.	$188,500.00
City Wide Heating & Cooling	$174,600.00

WHEREAS, Staff has determined that Priority Heating & Air Conditioning, Inc. is the most responsive vendor for this project as they can acquire the equipment and complete the project before the summer months begin; and

WHEREAS, Staff is requesting that this item be approved by an emergency measure immediately necessary for the preservation of the public, health, safety and welfare per Compton City Charter Section 1409; and

> ***Compton City Charter Section 1409*** *states, contracts likewise may be let without advertising for bids, if such work shall be deemed by the City Council to be of urgent necessity for the preservation of life, health or property, and shall be authorized by motion passed by at least four affirmative votes and containing a declaration of the facts constitution such urgency.*

WHEREAS, upon approval of this resolution, expenditures for this project will be allocated in Account No. 1004-600-0000-4300 in the amount not to exceed One Hundred Forty-Nine Thousand Seven Hundred Seventeen Dollars and Fifty Cents ($149,717.50); and

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

Section 1. That the City Council will authorize the department to amend the budget appropriation as follows:

Increase in Revenue Appropriation:

Account No.	Description	Amount
1001-000-000-3751	Insurance Recovery	$149,717.50
1004-000-000-3920	Contributions From Other Funds	$149,717.50

Increase in Expenditure Appropriation:

Account No.	Description	Amount
1004-600-000-4300	Capital Outlay	$149,717.50
1001-000-000-4290	Contributions To Other Funds	$149,717.50

Section 2. That the City Manager is hereby authorized to enter into an agreement with Priority Heating & Air Conditioning, Inc. for the replacement of eleven (11) heating, ventilation, and air conditioning units located at 700 North Bullis Road.

Section 3. That the City Manager is hereby authorized to establish a purchase order to Priority Heating & Air Conditioning, Inc. in the amount not to exceed One Hundred Forty-Nine Thousand Seven Hundred Seventeen Dollars and Fifty Cents ($149,717.50) from account number 1004-600-000-4300.

Section 4. That a copy of this Resolution shall be filed in the offices of the City Manager, City Attorney, City Controller, City Clerk, and the General Services Department.

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

ADOPTED this _____ day of _____, 2024.

_____
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 _____, 2024.

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

CITY OF COMPTON
TRANSMITTAL VOUCHER/RECIEPT

Nº 096856

DATE 12/21/23

RECIEVED OF National Fire & Marine Insurance Company

DESCRIPTION Insurance Reimbursement for 700 N. Bullis Road - HVAC System

ACCOUNT: FUND - OBJECT - PROJECT		AMOUNT
1001-000-000-3751	Claim No. PR2308154510	$ 74,858.50
~~1001-000-000-3751~~	~~Claim No. PR2308154515~~	$ ~~74,859.00~~
		$
		$
		$
		$
	TOTAL	$ 149,717.50

Receipt No: 04651576
12/21/2023 2:15 PM
Operator: mrivera Batch: 00121
Station: TR3002055
$ 149,717.50
*****PAID*****

SIGNATURE

General Services Department
DEPARTMENT

CITY TREASURER

ORIGINAL -WHITE TREASURER - CANARY DEPARTMENT - PINK CONTROLLER - GOLD

City Of Compton
Treasurer's Office
205 S. Willowbrook Ave.
Compton, California 90220

Transaction: 04651576
Module: CR Batch: 00121-12-2023
Operator: nrivera Station: TR3002055
Date: 12/21/2023 Time: 2:15 PM

NEW CHARGES

1001-00-0000-3751
096856 NATIONAL FIR
E & MARINE INSURANC
E COMPANY 149,717.50

Customer Name:
Customer Number: 000000

TOTAL: 149,717.50

PAYMENTS
Check: 149,717.50
Cash: 0.00
Other:
Check 74,858.50
Check 74,859.00
Change: 0.00

** Thank You for Your Payment **

Priority Heating & Air Conditioning Inc.
P.O.Box 3874
Gardena, CA 90247
(424) 232-8374
info@priorityheatairinc.com
http://www.priorityheatairinc.com

INVOICE S-8271-A

DATE 12/19/2023 **TERMS** NET 10

DUE DATE 12/29/2023

BILL TO
CITY OF COMPTON
205 S. WILLOWBROOK AVE
PO BOX 5118
COMPTON, CA.
ATTN: CONTROLLER
COMPTON, CA 90221

SHIP TO
CITY OF COMPTON
BLDGS & PARKS
VARIOUS LOCATIONS
COMPTON,
COMPTON, CA 90221

P.O. /W.O #
Payment #2 CL# PR2308154515

ACTIVITY	QTY	RATE	AMOUNT
BID BID WORK-Replacement of (11) vandalized air conditioning units at 700 Bullis Road ,Ca	1	74,859.00	74,859.00

It's been a pleasure doing business with you.

TOTAL DUE **$74,859.00**

Priority Heating & Air Conditioning Inc.
P.O.Box 3874
Gardena, CA 90247
(424) 232-8374
info@priorityheatairinc.com
http://www.priorityheatairinc.com

INVOICE S-8271-A

DATE 12/19/2023 **TERMS** NET 10

DUE DATE 12/29/2023

BILL TO
CITY OF COMPTON
205 S. WILLOWBROOK AVE
PO BOX 5118
COMPTON, CA.
ATTN: CONTROLLER
COMPTON, CA 90221

SHIP TO
CITY OF COMPTON
BLDGS & PARKS
VARIOUS LOCATIONS
COMPTON,
COMPTON, CA 90221

P.O. /W.O #
Payment #2 CL# PR2308154515

ACTIVITY	QTY	RATE	AMOUNT
BID BID WORK-Replacement of (11) vandalized air conditioning units at 700 Bullis Road ,Ca	1	74,858.50	74,858.50

It's been a pleasure doing business with you.

TOTAL DUE **$74,858.50**

South Bay Heating & Air Conditioning, Inc.

Contract Proposal

To: Compton City
Address: 205 S. Willowbrook Ave.
Compton, Ca 90220

Phone #: 310-650-7420

Date: 10/11/23

Attn.: Nebraska Jones/Erika

AMOUNT QUOTED: $ 188,500
(One Hundred Eighty Eight Thousand Five Hundred)

Job Name: Bullis Street Changeouts
Job Address: 700 N Bullis Rd. Compton, CA 90221

Equipment: Carrier/ Day N Night Heat Pumps 460/3: 10 Ton (3 of), 7.5 Ton (3 of), 5 Ton (5 of), 3.5 ton (1 of)

We propose to provide all material and labor to complete the following: disconnect, remove and dispose of existing rooftop equipment. Set new curb adapters (where necessary), set on existing curbs, and set on new pad covers. Reconnect to all existing roof duct. Reconnect to existing high voltage, low voltage, and drain lines. Startup equipment and check operation for a complete contract.

Notes:

1. Contract price includes certified payroll.
2. Contract price includes T 24 compliant economizer on all equipment 5 Ton and up.
3. Contract price includes all new electrical disconnects, all new thermostats, new pad covers and all crane fees.

Exclusions: Off hour work, city fees, roof duct, electrical upgrades, drain lines below roof, roofing, painting/patching, and structural upgrades.

Warranty: One year parts and labor on new material.

Terms: Draw against work progress. This contract is good for 30 days.

I do hereby enter into this agreement this _____ day of _____, 2023

Accepted by: _____ Title: _____
For

Submitted by: Dylan Miller
Lic#439779 C-20

City Wide
HEATING & COOLING
323-751-3753 / 909-320-7684 Lic 46306

Lic #1093551

City Of Compton
205 S. Willobrook
Compton Ca, 90220

DATE: 11/7/2023

RE: **Proposal # 19690 New Install Of Eleven Heat Pump Package Unit @ 700 N. Bullis Rd**

Please accept our proposal for the above reference project. Our proposal is base on our discussion 9/11/2023 As well as a site inspection of the mechanical equipment at the site address.

We hereby propose to furnish all materials and perform the nessary labor needed to completed the installation of HVAC Air Conditions & Heating

The following proposal provides a price to complete the scope of work define by these documents.

SCOPE OF WORK: Replace Existing Rooftop Package Unit With Eleven New Unit & Economizer/Curb

To install Three 10-Ton Heat pump package unit 460 volt 3-phase belt drive, Four 3.5-Ton Heat pump package unit 460 volt 3-phase, Three 3-Ton Heat pump package unit 460 volt 3-phase One 7.5-Ton Heat pump package unit 460 volt 3-phase Manufactured by Carrier or Daikin and will meet or exceed the recent CA Energy Commission standards. All new unit will include new Economizer & Curb ductwork fabricated to connect to with the existin supply and return duct system. Installation will include new lin voltage and disconnects and low voltage condensate drain, T-Stat. Exclusion Permits, Her Testing, and Title 24 Load Calculation.
Crane and Rigging All Old & New Equipment

CITYWIDE Heating & Cooling LICENSE #1093551

Proposal# 19690 @ 700 N. Bullis Rd

1-Year Warranty on Labor,Heat Pump Package Unit 5 Year Warranty On Condensor, Evap Coil & Compressor.

All material is guranteed to be specified, and the above work to be performed in accordance with drawings and specifications submitted for the above work and completed in a substantial workman like manner for the sum of **(One Hundred Seventy Four Thousand Six Hundred 174,600)** with payments to be as follows.

Any alteration or deviation from above specification involving extra costs
Will be executed only upon written order and will become an extra charge
Over the above estimate. All agreements contingent upon accident, or
Delays beyond our control.

Respectfully
Submitted: **Rodney Koger**
Date: **11/7/2023**

ACCEPTANCE OF PROPOSAL

The above price, specification, and condition are satisfactory and are hereby accepted, you are authorized to do the work as specified. Payment will be made as outline above

Date_____ **Sigature**_____

INSTALLATION AGREEMENT
BETWEEN
CITY OF COMPTON
AND
PRIORITY HEATING & AIR CONDITIONING, INC.

This **AGREEMENT** is entered into by and between the **CITY OF COMPTON,** a municipal corporation of the State of California (hereinafter referred to as "**CITY"**) located at 205 South Willowbrook Avenue, Compton, California 90220 and **PRIORITY HEATING & AIR CONDITIONING, INC.** (hereinafter referred to as **"CONTRACTOR"**) located at **P.O. BOX 3874, GARDENA, CA 90247** (each a "Party" and collectively, the "Parties").

RECITALS

A. The City has a need for a specifically trained and experienced contractor who holds a current C20 - Heating, Ventilating and Air Conditioning license with the CA Contractors State License Board who can purchase and install eleven (11) rooftop HVAC units at 700 North Bullis Road, Compton, CA 90221 building to restore units that were vandalized and reinstate the level of energy conservation and provide appropriate temperatures within the building; and

B. Contractor has the professional skills, training, certification and experience necessary to perform the services described in this Agreement; and

C. City desires to engage Contractor to provide these services by reason of its qualifications and experience in performing such services; and

D. By Resolution No. **,***, adopted on the **** day of *******, the City Council gave approval to enter into an agreement with **Priority Heating & Air Conditioning, Inc.** for the purchase and installation of eleven (11) HVAC units located at 700 North Bullis Road, Compton, CA 90221.

NOW, THEREFORE, the Parties**,** 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 the purchase of all necessary equipment and installation of eleven (11) rooftop HVAC heat pump units.

More specifically, Contractor shall perform the following services:

- Provide all labor and materials
- Replace 11 package heatpumps
- Include electrical changes
- Duct plenums changes
- Curb, crane and roofing cost along with labor

Equipment List: (3) 10 ton, (2) 3 ton, (1) 4 ton, (1) 5 ton, (1) 7.5 ton, 460 volt 3 ph package heat pumps. (3) 5 ton, 230 volt 3 ph package heat pumps.

Warranty: ***Five (5) years for the compressor, One (1) year on parts, 90 days on labor.***

Contractor will be responsible for the professional quality, technical accuracy and coordination of the services. Contractor will, without additional compensation, correct or revise any errors or deficiencies in the services.

DRAFT

Contractor agrees to perform all the said work and furnish all the said materials at its own cost and expense, as are necessary to complete in a good worker-like and substantial manner and to the satisfaction of the City**.**

Contractor shall bear all costs associated with this work, including, but not limited to, all professional, technical, clerical services, materials, tools, equipment, transportation, telephone, etc., used by Contractor in connection with this work.

2. Compensation:

The method of payment for this Contract shall be on a flat lump sum basis. The fees charged by the Contractor shall include compensation for all work and labor, 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 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 Contractor and the City. Adjustment in the total compensation will not be effective until authorized and approved by the City**.**

Contractor shall be reimbursed within thirty (30) days, or as promptly as fiscal procedures may permit, upon receipt by the City of itemized invoice(s) for all services completed. Invoice(s) shall be submitted no later than 45 calendar days after the performance of work for which the Contractor is billing. Invoice(s) shall be delivered or mailed to the **Director, General Services 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.

For the work agreed to be performed pursuant to this Agreement, it is understood between the parties that the maximum compensation payable to the Contractor for all services to be performed pursuant to this Agreement is limited to **One Hundred Forty-Nine Thousand Seven Hundred Seventeen Dollars and Fifty Cents ($149,717.50).**

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, including any non-cancellable obligations incurred prior to 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 and materials associated with the performance of this Agreement.

3. Commencement of Services:

The **CONTRACTOR** agrees to commence the work provided for herein after receipt of the **"Notice-to-Proceed"** and to continue in a diligent, professional, and worker-like manner without interruption until the work is completed, which is anticipated by the parties to be by or before **January 31, 2024.**

4. Indemnity:

Contractor shall indemnify and save harmless the City**,** its officials, officers, employees, agents and volunteers (collectively hereafter 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 or expense, including defense costs and legal fees, and claims, demands, suits, actions or proceedings of any kind or nature, including Worker's Compensation claims, of or by anyone whomsoever in any way resulting from or arising out of the negligent or intentional acts or omissions of the Contractor in the performance of this Contract, including

DRAFT

operations of subcontractors and acts or omissions of employers or agents of the Contractor or its subcontractors.

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

5. Insurance:

5.1 Insurance Requirements. The Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the City that it has secured all insurance coverage required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until such subcontractor(s) has secured all insurance required under this Section 5.

As a condition precedent to the effectiveness of this Contract for work to be performed hereunder and without limiting the Contractor's indemnification of the City, Contractor 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 Contractor'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 Contractor pursuant to this Agreement are adequate to protect Contractor**.** The coverage will contain no special limitations on the scope of its protection to the below-designated insured's except for Workers Compensation insurance. ***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.*** **Contractor** agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City.

5.2 Minimum Scope of Insurance. 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. 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 its proper protection of the work.

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:

5.2.1 Commercial 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.

5.2.2 Workers' Compensation Insurance and Employer's Liability. Contractor shall provide and maintain at its own expense during the term of this Agreement a policy of Workers' Compensation limits as required by the California Labor Code and Employer's Liability limits of **One Million Dollars ($1,000,000)** per accident for bodily injury and which specifically covers all persons providing services by or on behalf of the Contractor and all risks to such persons under the Agreement. 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.

5.2.3 Automotive Liability. Contractor shall provide and maintain at its own expense during the term of this Agreement a program of insurance with a limit of liability of not less than **Five Hundred Thousand Dollars ($500,000.00)** for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto". If Contractor does not own any

DRAFT

company vehicles, the requirement may be satisfied by providing (a) a Personal Automobile Liability policy for the Contractor's own vehicle; and (b) a non-owned auto endorsement to the Commercial General Liability policy if Contractor may use vehicles of others (e.g., vehicles of employees).

5.3 Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

5.3.1 The policy or policies of insurance required by Section 5.2.1 (Commercial General Liability) shall be endorsed to provide the following:

.a Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be named as *"additional insured"* with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

.b Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Contractor; or (4) contain any other exclusions contrary to the Contract.

.c Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City, except ten (10) days written notice shall be provided for non-payment of premium.

5.3.2 The policy or policies of insurance required by Section 5.2.2 (Automobile Liability) shall be endorsed to provide the following:

.a Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City, except ten (10) days written notice shall be provided for non-payment of premium.

5.3.3 The policy or policies of insurance required by Section 5.2.4 (Workers' Compensation) shall be endorsed to provide the following:

.a Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

.b Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City, except ten (10) days written notice shall be provided for non-payment of premium.

5.4 Waiver of Subrogation. Required insurance coverage's shall not prohibit Contractor from waiving the right of subrogation prior to a loss. Contractor shall waive all subrogation rights against the indemnified parties. Policies shall contain or be endorsed to contain such provisions.

5.5 Deductible. Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

5.6 Evidence of Insurance. ***The Contractor, concurrently with the execution of the Contract, and as a condition precedent to the effectiveness thereof, shall deliver certified copies of the required policies on forms approved by the City.*** The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the

DRAFT

required insurance has been reinstated or has been provided through another insurance company or companies.

5.7 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

5.8 Insurance for Subcontractors. All subcontractors shall be included as additional insured's under the Contractor's policies, or the Contractor shall be responsible for causing subcontractors to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City as an *"additional insured"* to the subcontractor's policies.

6. Safety:

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

6.2 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 Sites or off the Sites at locations for use in performance of the work; and

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

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

6.4 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 Contractor or anyone for whose acts Contractor may be liable, shall be promptly remedied by Contractor at Contractor's cost and without reimbursement by City as a cost of work, or in any other manner.

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

7. Non-Discriminatory Employment Practices:

During the performance of this Contract, 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. The Contractor 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. Such action 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

DRAFT

agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth provisions of this nondiscrimination clause.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract, this Contract may be canceled, terminated or suspended in whole or in part.

8. Successors and Assigns:

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.

9. Warranties:

The Contractor guarantees all equipment, materials, supplies and work furnished on the job against defective construction or workmanship for a period of one (1) year following completion of the project.

If within one (1) year after the date of completion of the Agreement, any of the work is found to be defective or not in accordance with the Contract documents, the Contractor shall correct it promptly after receipt of a written notice from the City to do so, at the Contractor's expense. This obligation shall survive termination of the Contract. The City shall give notice promptly after discovery of the condition.

10. 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 of Compton. 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 that Contractor 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.

11. Permits and Licenses:

Contractor, 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 services by Contractor.

Prior to or at the time of execution of this Agreement, the Contractor shall obtain a business license permit in conformance with *Section 9-1.2* of the *Compton Municipal Code*.

12. Termination:

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

DRAFT

12.1 If 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 five (5) days written notice, terminate this Agreement.

12.2 If 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 five (5) days written notice, terminate this Agreement.

12.3 If 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 five (5) days written notice, terminate this Agreement.

12.4 Pursuant to the provisions of Section 5 above.

If the City gives notice of termination, Contractor shall cease immediately all work in progress unless otherwise directed in writing by the City. Upon termination Contractor shall furnish to the City a final invoice for work performed.

13. Ownership of Documents/Equipment:

All electronic and hardcopy data, reports, documents, records, plans, discs, diskettes or other material ("Documents") prepared, developed or discovered by or provided to Contractor during the course of providing services pursuant to this Agreement and equipment purchased shall be the property of the City**,** whether or not the services are completed.

14. 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 Contractor or any of Contractor's subcontractors), 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 Contract upon any event that renders performance impossible. In such case, City shall be responsible for payment of all expenses incurred to the point at which this Contract is terminated.

15. Waivers:

A waiver by either party to this Agreement of any breach of any term, covenant 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. Amendments:

DRAFT

This Agreement may be modified or amended only by 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.

17. Notice:

All notices, demands or requests to be given under this Agreement shall be given in writing and conclusively shall be deemed received when: (a) delivered personally, or (b) on the third business day after the deposit thereof in the United States mail, postage prepaid and addressed as hereinafter provided, or (c) one business day after sent by facsimile transmission.

To Contractor:
Priority Heating & Air Condition, Inc.
P.O. Box 3874
Gardena, CA 90247
Attn: Henry Norris, President
(424) 221-3415
(424) 232-8374 – Message Line

To City:
City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: Director, General Services Department
(310) 605-5519
(310) 764-2143 – 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.

18. Contractors' 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 which 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**,** at its expenses, 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.

19. Examination and Audit:

DRAFT

This Contract shall be subject to examination and audit of the City**,** State Auditor of the State of California and/or 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.

20. Covenants Against Contingent Fees:

Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that Contractor 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.

21. Waivers:

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

22. 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.

23. Governing Law and Severability:

This Agreement shall be governed by and construed under the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles.

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 unexcised portion, can be reasonably interpreted to give effect to the intentions of the parties.

24. Federal and State Withholding Taxes:

Contractor shall be responsible for paying when due all federal and state income withholding taxes for all earning 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. Contractor shall be responsible for paying all federal and state income withholding taxes for all earning under this Agreement.

25. Miscellaneous:

DRAFT

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.

PRIORITY HEATING & AIR CONDITIONING, INC.
CONTRACTOR

Dated: _____ **By _____**
Henry Norris, President

CITY OF COMPTON
Recommended for Approval by:

By _____ **Dated: _____**
Nebraska Jones, Director
General Services Department

Approved by:

Dated: _____ **By _____**
Willie A. Hopkins, Jr, City Manager

Approved as to form:

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

ATTEST:

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

DRAFT

CONTRACTORS STATE LICENSE BOARD

Contractor's License Detail for License # 769279

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 1/9/2024 9:57:51 AM

Business Information

PRIORITY HEATING & AIR CONDITIONING INC
P O BOX 3874
GARDENA, CA 90248
Business Phone Number:(424) 232-8374

Entity Corporation
Issue Date 09/27/1999
Expire Date **09/30/2025**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C20 - WARM-AIR HEATING, VENTILATING AND AIR-CONDITIONING

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with NORTH RIVER INSURANCE COMPANY (THE).
Bond Number: 04CF614103
Bond Amount: $25,000
Effective Date: 01/03/2023
Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual HENRY VERNON NORRIS certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
Effective Date: 09/27/1999

Workers' Compensation

This license has workers compensation insurance with the CLEAR SPRING PROPERTY AND CASUALTY COMPANY
Policy Number:CWC00147502
Effective Date: 08/30/2023
Expire Date: 08/30/2024
Workers' Compensation History

February 15, 2024

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AND ADOPTING THE ANNUAL APPROPRIATION (GANN) LIMIT FOR FISCAL YEARS 2020-2021, 2021-2022, 2022-2023, AND 2023-2024**

PURPOSE

This Resolution is for the City Council to authorize the adoption of the Appropriation Limit pursuant to Article XIII B of the California Constitution and establish the maximum annual Appropriation (GANN) Limit for the City of Compton for Fiscal Years 2020-2021, 2021-2022, 2022-2023, and 2023-2024.

BACKGROUND

In November of 1979, California voters approved Proposition 4 (Prop 4) commonly known as the GANN Initiative. Prop 4 created Article XIII B of the State of California Constitution which placed limits on the amount of Tax Revenue Proceeds appropriated each fiscal year. Restricted revenues noted in Article XIII B are those referred to as "Proceeds of Taxes." The City may not appropriate money over and above the GANN Appropriation Limit.

The annual growth factors used in calculating the City's Appropriation Limit are as follows:

a) Factor 1- the calculation includes the percentage (%) change in California Non-Residential New Construction (Assessed Valuation), or the (%) change in the California Per Capita Income. The greater (%) change is used. The County of Los Angeles-Office of the Assessor provided the Assessed Valuation information to the Cities, including the City of Compton based on the analysis of Proposition 111. The (%) change in California Per Capita Income was provided by the State Department of Finance.

b) Factor 2 - the calculation includes the percentage (%) change in population in the City of Compton, or the (%) change in Los Angeles County's population. The greater percentage was used. This population information was provided by the State Department of Finance.

c) Total Adjustment Factor = Factor 1 (x) Factor 2

d) Current Year's Appropriation Limit = Total Adjustment Factor (x) Previous Year's Appropriation Limit

(Please see Attachments "B, C, D, E" for Factor details)

Also, in accordance to the California Constitution Art XIII B §1.5, the Appropriation Limit is required for the annual financial audit. (*Please see "Attachment A" for more information*)

STATEMENT OF THE ISSUE

Resolution #25,070 established the City's Appropriation (GANN) Limit for Fiscal Year 2019-2020 as One Hundred Nine Million, Seven Hundred One Thousand , Seven Hundred Six Dollars ($109,701,706), which is used to calculate Fiscal Year's 2020-2021 Appropriation (GANN) Limit. The City's Appropriations (GANN) Limit were not included in prior year budgets for Fiscal Years 2020-2021, 2021-2022, 2022-2023, and 2023-2024. In accordance to the California Constitution, it is needed for the annual financial audit. Failure to provide this information during the annual audit may subject the City to an audit finding.

Staff has prepared the City of Compton's Appropriation (GANN) Limit for Fiscal Years 2020-2021, 2021-2022, 2022-2023, and 2023-2024 using Proposition 111 Analysis from the County of Los Angeles Assessor's Office and attachments from the Department of Finance as information sources. *(Please see "Attachments B, C, D, and E for references)*

The City's Appropriation (GANN) Limit for the Fiscal Year 2020-2021 has been calculated at $117,841,573. The Proceeds of Taxes amounted to $85,267,202. Therefore, the City of Compton is under its Maximum Appropriation Limit by $32,574,371. *(Please see "Attachment A" for calculations)*

The City's Appropriation (GANN) Limit for the Fiscal Year 2021-2022 has been calculated at $124,676,384. The Proceeds of Taxes amounted to $85,937,178. Therefore, the City of Compton is under its Maximum Appropriation Limit by $38,739,206. *(Please see "Attachment A" for calculations)*

The City's Appropriation (GANN) Limit for the Fiscal Year 2022-2023 has been calculated at $133,141,910. The Proceeds of Taxes amounted to $93,642,186. Therefore, the City of Compton is under its Maximum Appropriation Limit by $39,499,724. (*Please see "Attachment A" for calculations)*

The City's Appropriation (GANN) Limit for the Fiscal Year 2023-2024 has been calculated at $140,238,374. The Proceeds of Taxes amounted to $103,231,189. Therefore, the City of Compton is under its Maximum Appropriation Limit by $37,007,185. (*Please see "Attachment A" for calculations)*

As the calculations indicate, the City of Compton did not exceed its Appropriation Limit for Fiscal Years 2020-2021, 2021-2022, 2022-2023, and 2023-2024, but was actually under the appropriation limit by $32,574,371, $38,739,206, $39,499,724, and $37,007,185 respectively, for

Fiscal Years 2020-2021, 2021-2022, 2022-2023, and 2023-2024. This is compliant with Article XIII B of the California Constitution and Proposition III.

A Resolution has been prepared by staff to confirm with Article XIII B of the California Constitution and Proposition 111, whereby the City establishes its GANN Appropriation Limit for Fiscal Years 2020-2021, 2021-2022, 2022-2023, and 2023-2024.

ALTERNATIVE

The City will not be compliant with the Appropriation Limit law governed under the California Constitution if the GANN Appropriation Limit is not computed and monitored to ensure that the City is within the required limit.

FINANCIAL IMPACT

There is no financial impact.

RECOMMENDATION

Staff respectfully recommends that the City Council adopt the attached Resolution.

SHARON RAHBAN
CITY CONTROLLER

APPROVED FOR FORWARDING:

WILLIE A. HOPKINS, JR.
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AND ADOPTING THE ANNUAL APPROPRIATION (GANN) LIMIT FOR FISCAL YEARS 2020-2021, 2021-2022, 2022-2023, AND 2023-2024

WHEREAS, in November of 1979, California voters approved Proposition 4 (Prop 4) commonly known as the GANN Initiative; and

WHEREAS, Prop 4 created Article XIII B of the State of California Constitution which placed limits on the amount of Tax Revenue Proceeds appropriated each fiscal year. Restricted revenues noted in Article XIII B are those referred to as "Proceeds of Taxes." The City may not appropriate money over and above the GANN Appropriation Limit; and

WHEREAS, the annual growth factors used in calculating the City's Appropriation Limit are as follows:

a) Factor 1- the calculation includes the percentage (%) change in California Non-Residential New Construction (Assessed Valuation), or the (%) change in the California Per Capita Income. The greater (%) change is used. The County of Los Angeles-Office of the Assessor provided the Assessed Valuation information to the Cities, including the City of Compton based on the analysis of Proposition 111. The (%) change in California Per Capita Income was provided by the State Department of Finance.

b) Factor 2 - the calculation includes the percentage (%) change in population in the City of Compton, or the (%) change in Los Angeles County's population. The greater percentage was used. This population information was provided by the State Department of Finance.

c) Total Adjustment Factor = Factor 1 (x) Factor 2

d) Current Year's Appropriation Limit = Total Adjustment Factor (x) Previous Year's Appropriation Limit

WHEREAS, Resolution #25,070 established the City's Appropriation (GANN) Limit for Fiscal Year 2019-2020 as One Hundred Nine Million, Seven Hundred One Thousand , Seven Hundred Six Dollars ($109,701,706), which is used to calculate Fiscal Year's 2020-2021 Appropriation (GANN) Limit; and

WHEREAS, the City's Appropriations (GANN) Limit were not included in prior year budgets for Fiscal Years 2020-2021, 2021-2022, 2022-2023, and 2023-2024; and

WHEREAS, in accordance to the California Constitution Art XIII B §1.5, it is needed for the annual financial audit, and failure to provide this information during the annual audit may subject the City to an audit finding; and

WHEREAS, staff has prepared the City of Compton's Appropriation (GANN) Limit for Fiscal Years 2020-2021, 2021-2022, 2022-2023, and 2023-2024 using Proposition III Analysis from the County of Los Angeles Assessor's Office and attachments from the Department of Finance as information sources; and

WHEREAS, the City's Appropriation (GANN) Limit for the Fiscal Year 2020-2021 has been calculated at $117,841,573. The Proceeds of Taxes amounted to $85,267,202. Therefore, the City of Compton is under its Maximum Appropriation Limit by $32,574,371; and

WHEREAS, the City's Appropriation (GANN) Limit for the Fiscal Year 2021-2022 has been calculated at $124,676,384. The Proceeds of Taxes amounted to $85,937,178. Therefore, the City of Compton is under its Maximum Appropriation Limit by $38,739,206; and

WHEREAS, the City's Appropriation (GANN) Limit for the Fiscal Year 2022-2023 has been calculated at $133,141,910. The Proceeds of Taxes amounted to $93,642,186. Therefore, the City of Compton is under its Maximum Appropriation Limit by $39,499,724; and

WHEREAS, the City's Appropriation (GANN) Limit for the Fiscal Year 2023-2024 has been calculated at $140,238,374. The Proceeds of Taxes amounted to $103,231,189. Therefore, the City of Compton is under its Maximum Appropriation Limit by $37,007,185; and

WHEREAS, the City of Compton did not exceed its Appropriation Limit for Fiscal Years 2020-2021, 2021-2022, 2022-2023, and 2023-2024, but was actually under the appropriation limit by $32,574,371, $38,739,206, $39,499,724, and $37,007,185 respectively, for Fiscal Years 2020-2021, 2021-2022, 2022-2023, and 2023-2024. This is compliant with Article XIIIB of the California Constitution and Proposition III; and

WHEREAS, a Resolution has been prepared by staff to conform with Article XIII B of the California Constitution and Proposition III, whereby the City establishes its GANN Appropriation Limit for Fiscal Years 2020-2021, 2021-2022, 2022-2023, and 2023-2024; and

WHEREAS, alternatively, the City will not be compliant with the Appropriation Limit law governed under the California Constitution if the GANN Appropriation Limit is not computed and monitored to ensure that the City is within the required limit; and

WHEREAS, there is no financial impact; and

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

Section 1. That the City's Appropriation (GANN) Limit of the City of Compton shall be the following:

- Fiscal Year 2020-2021- $117,841,573
- Fiscal Year 2021-2022- $124,676,384
- Fiscal Year 2022-2023- $133,141,910
- Fiscal Year 2023-2024- $140,238,374

Section 2. That the City of Compton's Appropriation Limit for Fiscal Years 2020-2021, 2021-2022, 2022-2023, and 2023-2024 exceeds the Proceeds of Taxes in each Fiscal Year's Budget and is compliant with Article XIII B of the California Constitution and Proposition III and therefore, the City is under its Appropriation Limit.

Section 3. That the growth factors used in calculating the Appropriation (GANN) Limits are as follows:

- Fiscal Year 2020-2021- Percentage Change in Compton's Assessed Valuation Due to New Non-Residential Construction and the Percentage Change in the Los Angeles County Population.
- Fiscal Year 2021-2022- Percentage Change in Compton's Assessed Valuation Due to New Non-Residential Construction and Percentage Change in Compton's Population.
- Fiscal Year 2022-2023- Percentage Change in California Per Capita Income and the Percentage Change in the Los Angeles County Population.
- Fiscal Year 2023-2024- Percentage Change in Compton's Assessed Valuation Due to New Non-Residential Construction and Percentage Change in Compton's Population.

Section 4. That a certified copy of this Resolution shall be filed in the offices of the City Manager, City Attorney, City Controller, and City Clerk.

Section 5. That the Mayor shall sign and the City Clerk shall attest to the adoption of this resolution.

ADOPTED this _____ day of _____ , 2024.

_____
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 , 2024.

_____

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

Attachment A

California Constitution Article XIIIB- Government Spending Limitation

CA Constitution art XIII B § 1

The total annual appropriations subject to limitation of the State and of each local government shall not exceed the appropriations limit of the entity of government for the prior year adjusted for the change in the cost of living and the change in population, except as otherwise provided in this article.

CA Constitution art XIII B § 1.5

The annual calculation of the appropriations limit under this article for each entity of local government shall be reviewed as part of an annual financial audit.

Appropriation (GANN) Limit

Appropriation Limit for **Fiscal Year 2020-2021** calculation: (*Please refer to "Attachment B" for information source)*

a) California's change in Assessed Value: 7.54% increase (1.0754)

b) Compton's change in population of -.11% decrease (.9989)

c) Total Adjustment Factor (1.0754 x .9989)- 1.0742%

d) Appropriation Limit FY2021- Previous Year's Appropriation Limit (109,701,706) x Total Adjustment Factor (1.0742%)= 117,841,573

	Amount
Maximum Appropriation Limit for Fiscal Year 2020-2021	$117,841,573
Proceeds of Taxes	$85,267,202
Difference - City is under the Appropriation Limit	**$32,574,371**

*Cite: County of Los Angeles -Office of the Assessor (Proposition 111 Analysis)
State Department of Finance-http://dof.ca.gov/Forecasting/Demographics/Estimates/

Appropriation (GANN) Limit

Appropriation Limit for **Fiscal Year 2021-2022** calculation: (*Please refer to "Attachment C" for information source)*

a) California's change in Assessed Value: 6.52% increase (1.0652)

b) Compton's change in population of -.68% decrease (.9932)

c) Total Adjustment Factor (1.0652 x .9932)- 1.0580%,

d) Appropriation Limit FY2022- Previous Year's Appropriation Limit (117,841,573) x Total Adjustment Factor (1.0580%)= 124,676,384

	Amount
Maximum Appropriation Limit for Fiscal Year 2021-2022	$124,676,384
Proceeds of Taxes	$85,937,178
Difference - City is under the Appropriation Limit	**$38,739,206**

*Cite: County of Los Angeles -Office of the Assessor (Proposition 111 Analysis)
State Department of Finance-http://dof.ca.gov/Forecasting/Demographics/Estimates/

Appropriation (GANN) Limit

Appropriation Limit for **Fiscal Year 2022-2023** calculation: (*Please refer to "Attachment D" for information source)*

a) California's change in Assessed Value: 7.55% increase (1.0755)

b) Compton's change in population of -.71% decrease (.9929)

c) Total Adjustment Factor (1.0755 x .9929)- 1.0679%,

d) Appropriation Limit FY2023→Previous Year's Appropriation Limit ($124,676,384) x Total Adjustment Factor (1.0679%)= 133,141,910

	Amount
Maximum Appropriation Limit for Fiscal Year 2022-2023	$133,141,910
Proceeds of Taxes	$93,642,186
Difference - City is under the Appropriation Limit	**$39,499,724**

*Cite: County of Los Angeles -Office of the Assessor (Proposition 111 Analysis)
State Department of Finance-http://dof.ca.gov/Forecasting/Demographics/Estimates/

Appropriation (GANN) Limit

Appropriation Limit for **Fiscal Year 2023-2024** calculation: (*Please refer to "Attachment D" for information source)*

e) California's change in Assessed Value: 5.98% increase (1.0598)

f) Compton's change in population of -.61% decrease (.9939)

g) Total Adjustment Factor (1.0598 x .9939)- 1.0533%,

h) Appropriation Limit FY2024→Previous Year's Appropriation Limit ($133,141,910) x Total Adjustment Factor (1.0533%)= 140,238,374

	Amount
Maximum Appropriation Limit for Fiscal Year 2023-2024	$140,238,374
Proceeds of Taxes	$103,231,189
Difference - City is under the Appropriation Limit	**$37,007,185**

*Cite: County of Los Angeles -Office of the Assessor (Proposition 111 Analysis)
State Department of Finance-http://dof.ca.gov/Forecasting/Demographics/Estimates/

Attachment B

(Sources used for Fiscal 2020-2021 Calculations)

COUNTY OF LOS ANGELES - OFFICE OF THE ASSESSOR

Proposition 111 Analysis

Non-Residential New Construction (SE City Report) Current - 7/7/19		New Construction	Lesser Maintenance	Other Construction	Total New Construction
Commercial - Industrial	Authorizations	$18,276,492	$1,239,163	$0	$19,515,655
	Current	$0	$0	$0	$0
Other	Authorizations	$220,250	$0	$0	$220,250
	Current	$0	$34,578	$0	$34,578
Total New Construction		$18,496,742	$1,273,741	$0	$19,770,483
Add Fixtures (SV16 Report) Current - 6/30/19				$202,018,600	
Less Fixtures (SV16 Report) Prior - 7/19/18				$190,278,598	
Net Fixtures Adjustment					$11,740,002
Net Increase in New Non-Res Construction from Prior Year					$31,510,485

City Total (SV 16 Report)	Secured RE & PP Exemptions	Unsecured PP Exemption	Net Assessed Values	Total Assessed Values
Current Year - 6/30/19	$130,328,318	$1,394,318	$7,064,641,905	$7,196,364,541
Prior Year - 7/19/18	$123,456,427	$1,042,556	$6,653,820,919	$6,778,319,902
Net Increase in Local Assessment Roll From Prior Year				$418,044,639
Percentage Increase Allowable = New Non-Res Growth / Total Roll Growth X 100			=	7.54%
Percentage Increase Allowable (without Fixtures)				4.73%

YEAR	2019-2020	AGENCY	City of Compton	AGENCY NO.	132.00

May 2020

Attachment A

Department of Finance

http://dof.ca.gov/Forecasting/Demographics/Estimates/

A. **Price Factor**: Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2020-21 appropriation limit is:

Per Capita Personal Income

Fiscal Year (FY)	Percentage change over prior year
2020-21	3.73

Department of Finance

http://dof.ca.gov/Forecasting/Demographics/Estimates/

Fiscal Year 2020-21

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2019 to January 1, 2020 and Total Population, January 1, 2019

County / City	Percent Change 2019-2020	--- Population Minus Exclusions --- 1-1-19	1-1-20	Total Population 1-1-2020
Los Angeles				
Agoura Hills	-0.27	20,622	20,566	20,566
Alhambra	0.00	86,793	86,792	86,792
Arcadia	-0.09	57,262	57,212	57,212
Artesia	-0.27	16,448	16,404	16,490
Avalon	-0.25	3,939	3,929	3,929
Azusa	0.24	49,537	49,658	49,658
Baldwin Park	-0.08	76,311	76,252	76,252
Bell	0.06	36,510	36,531	36,531
Bellflower	-0.16	78,239	78,110	78,110
Bell Gardens	-0.31	42,579	42,449	42,449
Beverly Hills	-0.45	33,926	33,775	33,775
Bradbury	-0.38	1,056	1,052	1,052
Burbank	0.35	105,496	105,861	105,861
Calabasas	0.03	24,185	24,193	24,193
Carson	-0.05	93,153	93,108	93,108
Cerritos	0.00	49,995	49,994	49,994
Claremont	-0.18	35,872	35,807	35,807
Commerce	-0.47	12,929	12,868	12,868
Compton	-0.18	98,206	98,032	98,032
Covina	0.33	48,683	48,846	48,846
Cudahy	-0.23	24,227	24,172	24,172
Culver City	0.54	39,493	39,705	39,705
Diamond Bar	-0.23	57,308	57,177	57,177

Fiscal Year 2020-21

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2019 to January 1, 2020 and Total Population, January 1, 2019

County / City	Percent Change 2019-2020	--- Population Minus Exclusions --- 1-1-19	1-1-20	Total Population 1-1-2020
South Gate	-0.21	97,211	97,003	97,003
South Pasadena	-0.26	25,524	25,458	25,458
Temple City	0.14	36,098	36,150	36,150
Torrance	-0.26	145,922	145,546	145,546
Vernon	-0.34	298	297	297
Walnut	-0.16	29,977	29,929	29,929
West Covina	-0.30	106,313	105,999	105,999
West Hollywood	-0.36	36,335	36,203	36,203
Westlake Village	-0.18	8,227	8,212	8,212
Whittier	-0.31	87,073	86,801	86,801
Unincorporated	-0.50	1,038,938	1,033,771	1,034,689
County Total	-0.11	10,175,203	10,163,868	10,172,951

Attachment C

(Sources used for Fiscal 2021-2022 Calculations)

COUNTY OF LOS ANGELES - OFFICE OF THE ASSESSOR

Proposition 111 Analysis

Non-Residential New Construction (SE City Report) Current - 7/1/20		New Construction	Lesser Maintenance	Other Construction	Total New Construction
Commercial - Industrial	Authorizations	$1,059,029	$14,631,230	$0	$15,690,259
	Current	$11,483,480	$318,008	$0	$11,801,488
Other	Authorizations	$0	$99,364	$0	$99,364
	Current	$77,897	$121,600	$0	$199,497
Total New Construction		$12,620,406	$15,170,202	$0	$27,790,608
Add Fixtures (SV16 Report) Current - 7/10/20				$203,998,190	
Less Fixtures (SV16 Report) Prior - 6/30/19				$202,018,600	
Net Fixtures Adjustment					$1,979,590
Net Increase in New Non-Res Construction from Prior Year					$29,770,198

City Total (SV 16 Report)	Secured RE & PP Exemptions	Unsecured PP Exemption	Net Assessed Values	Total Assessed Values
Current Year - 7/10/20	$135,782,079	$845,761	$7,516,035,791	$7,652,663,631
Prior Year - 6/30/19	$130,328,318	$1,394,318	$7,064,641,905	$7,196,364,541
Net Increase in Local Assessment Roll From Prior Year				$456,299,090
Percentage Increase Allowable = New Non-Res Growth / Total Roll Growth X 100			=	6.52%
Percentage Increase Allowable (without Fixtures)				6.09%

YEAR	2020-2021	AGENCY	City of Compton	AGENCY NO.	132.00

May 2021

Attachment A

Department of Finance

http://dof.ca.gov/Forecasting/Demographics/Estimates/

A. **Price Factor**: Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2021-22 appropriation limit is:

Per Capita Personal Income

Fiscal Year (FY)	Percentage change over prior year
2021-22	5.73

Department of Finance

http://dof.ca.gov/Forecasting/Demographics/Estimates/

Fiscal Year 2021-22

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2020 to January 1, 2021 and Total Population, January 1, 2021

County City	Percent Change 2020-2021	--- Population Minus Exclusions --- 1-1-20	1-1-21	Total Population 1-1-2021
Los Angeles				
Agoura Hills	-0.69	20,599	20,457	20,457
Alhambra	-0.38	86,588	86,258	86,258
Arcadia	-0.28	57,820	57,660	57,660
Artesia	-0.70	16,514	16,398	16,484
Avalon	-0.80	4,005	3,973	3,973
Azusa	-0.44	49,805	49,587	49,587
Baldwin Park	-0.59	76,388	75,935	75,935
Bell	-0.43	36,475	36,319	36,319
Bellflower	-0.58	77,909	77,458	77,458
Bell Gardens	-0.67	42,518	42,233	42,233
Beverly Hills	-0.78	33,660	33,399	33,399
Bradbury	-1.04	1,056	1,045	1,045
Burbank	-0.54	104,535	103,969	103,969
Calabasas	0.76	24,157	24,341	24,341
Carson	-0.49	92,121	91,668	91,668
Cerritos	-0.43	50,262	50,048	50,048
Claremont	-0.47	35,877	35,707	35,707
Commerce	-0.74	12,888	12,792	12,792
Compton	-0.68	98,447	97,775	97,775
Covina	-0.13	48,899	48,833	48,833
Cudahy	-0.78	23,937	23,750	23,750
Culver City	0.05	39,785	39,805	39,805
Diamond Bar	-0.65	57,088	56,717	56,717

Fiscal Year 2021-22

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2020 to January 1, 2021 and Total Population, January 1, 2021

County City	Percent Change 2020-2021	--- Population Minus Exclusions --- 1-1-20	1-1-21	Total Population 1-1-2021
South Gate	0.42	96,147	96,553	96,553
South Pasadena	-0.72	25,853	25,668	25,668
Temple City	-0.32	36,343	36,225	36,225
Torrance	-0.65	145,783	144,832	144,832
Vernon	-0.67	297	295	295
Walnut	-0.60	30,015	29,835	29,835
West Covina	-0.58	106,209	105,593	105,593
West Hollywood	-0.60	36,344	36,125	36,125
Westlake Village	-0.74	8,241	8,180	8,180
Whittier	-0.34	86,487	86,196	86,196
Unincorporated	-1.14	1,035,457	1,023,632	1,024,204
County Total	-0.89	10,127,550	10,037,774	10,044,458

Attachment D

(Sources used for Fiscal 2022-2023 Calculations)

COUNTY OF LOS ANGELES - OFFICE OF THE ASSESSOR

Proposition 111 Analysis

Non-Residential New Construction (SE City Report) Current - 7/5/21		New Construction	Lesser Maintenance	Other Construction	Total New Construction
Commercial - Industrial	Authorizations	$6,565,758	$521,442	$0	$7,087,200
	Current	$638,003	$53,200	$0	$691,203
Other	Authorizations	$0	$206,865	($62,337)	$144,528
	Current	$0	$507,492	$0	$507,492
Total New Construction		$7,203,761	$1,288,999	($62,337)	$8,430,423
Add Fixtures (SV16 Report) Current - 7/1/21				$192,358,151	
Less Fixtures (SV16 Report) Prior - 7/10/20				$203,998,190	
Net Fixtures Adjustment					($11,640,039)
Net Increase in New Non-Res Construction from Prior Year					($3,209,616)

City Total (SV 16 Report)	Secured RE & PP Exemptions	Unsecured PP Exemption	Net Assessed Values	Total Assessed Values
Current Year - 7/1/21	$140,687,802	$869,769	$7,755,015,687	$7,896,573,258
Prior Year - 7/10/20	$135,782,079	$845,761	$7,516,035,791	$7,652,663,631
Net Increase in Local Assessment Roll From Prior Year				$243,909,627
Percentage Increase Allowable = New Non-Res Growth / Total Roll Growth X 100			=	-1.32%
Percentage Increase Allowable (without Fixtures)				3.46%

YEAR	2021-2022	AGENCY	City of Compton	AGENCY NO.	132.00

May 2022

Attachment A

Department of Finance

http://dof.ca.gov/Forecasting/Demographics/Estimates/

A. **Price Factor**: Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2022-23 appropriation limit is:

Per Capita Personal Income

Fiscal Year (FY)	Percentage change over prior year
2022-23	7.55

Department of Finance

http://dof.ca.gov/Forecasting/Demographics/Estimates/

Fiscal Year 2022-23

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2021 to January 1, 2022 and Total Population, January 1, 2022

County City	Percent Change 2021-2022	--- Population Minus Exclusions --- 1-1-21	 1-1-22	Total Population 1-1-2022
Los Angeles				
Agoura Hills	-1.02	19,975	19,771	19,771
Alhambra	-0.42	82,182	81,834	81,834
Arcadia	-0.54	56,240	55,934	55,934
Artesia	-0.74	16,261	16,140	16,226
Avalon	-0.99	3,428	3,394	3,394
Azusa	-0.97	50,191	49,704	49,704
Baldwin Park	-0.84	71,455	70,855	70,855
Bell	-1.00	33,962	33,624	33,624
Bellflower	-0.96	78,107	77,359	77,359
Bell Gardens	-1.03	39,265	38,861	38,861
Beverly Hills	-0.92	32,565	32,265	32,265
Bradbury	-1.09	914	904	904
Burbank	-0.77	106,268	105,451	105,451
Calabasas	-0.97	23,151	22,926	22,926
Carson	-0.59	92,912	92,362	92,362
Cerritos	-1.08	49,163	48,634	48,634
Claremont	-0.78	37,364	37,072	37,072
Commerce	-1.08	12,273	12,140	12,140
Compton	-1.08	95,261	94,233	94,233
Covina	-0.95	50,933	50,449	50,449
Cudahy	-0.92	22,526	22,318	22,318
Culver City	-0.48	40,330	40,135	40,135
Diamond Bar	-1.06	54,782	54,204	54,204

Fiscal Year 2022-23

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2021 to January 1, 2022 and Total Population, January 1, 2022

County City	Percent Change 2021-2022	--- Population Minus Exclusions --- 1-1-21	 1-1-22	Total Population 1-1-2022
South Gate	0.51	92,783	93,259	93,259
South Pasadena	-1.00	26,849	26,580	26,580
Temple City	-0.64	36,497	36,262	36,262
Torrance	-0.99	145,876	144,433	144,433
Vernon	-0.95	210	208	208
Walnut	-0.88	28,344	28,094	28,094
West Covina	-0.96	109,290	108,243	108,243
West Hollywood	-0.43	35,553	35,399	35,399
Westlake Village	-0.96	8,121	8,043	8,043
Whittier	0.05	87,886	87,931	87,931
Unincorporated	-0.67	1,016,054	1,009,225	1,009,857
County Total	-0.71	9,923,635	9,853,284	9,861,224

Attachment E

(Sources used for Fiscal 2022-2023 Calculations)

May 2023

Attachment A

A. **Price Factor**: Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2023-24 appropriation limit is:

Per Capita Personal Income

Fiscal Year (FY)	Percentage change over prior year
2023-24	4.44

Fiscal Year 2023-24

Department of Finance

http://dof.ca.gov/Forecasting/Demographics/Estimates/

Attachment B

ınt Change in Population Minus Exclusions*

January 1, 2022 to January 1, 2023 and Total Population, January 1, 2023

County City	Percent Change 2022-2023	--- Population Minus Exclusions --- 1-1-22	1-1-23	Total Population 1-1-2023
Los Angeles				
Agoura Hills	-0.03	19,776	19,770	19,770
Alhambra	-0.37	81,609	81,303	81,303
Arcadia	-0.74	55,918	55,503	55,503
Artesia	-0.82	16,139	16,007	16,093
Avalon	-1.03	3,386	3,351	3,351
Azusa	0.06	49,453	49,483	49,483
Baldwin Park	-0.63	70,815	70,368	70,368
Bell	-0.72	33,612	33,370	33,370
Bellflower	-0.92	77,638	76,924	76,924
Bell Gardens	-0.84	38,774	38,447	38,447
Beverly Hills	-0.90	31,945	31,658	31,658
Bradbury	0.34	886	889	889
Burbank	-0.42	104,976	104,535	104,535
Calabasas	-0.99	23,037	22,808	22,808
Carson	-0.60	92,746	92,186	92,186
Cerritos	-1.06	48,402	47,887	47,887

Department of Finance

http://dof.ca.gov/Forecasting/Demographics/Estimates/

COUNTY OF LOS ANGELES - OFFICE OF THE ASSESSOR

Proposition 111 Analysis

Non-Residential New Construction (SE City Report) Current - 7/4/22		New Construction	Lesser Maintenance	Other Construction	Total New Construction
Commercial - Industrial	Authorizations	$0	$557,054	$0	$557,054
	Current	$8,527,199	$133,700	($291,050)	$8,369,849
Other	Authorizations	$100,000	$0	$0	$100,000
	Current	$76,000	$85,880	$0	$161,880
Total New Construction		$8,703,199	$776,634	($291,050)	$9,188,783
Add Fixtures (SV16 Report) Current - 7/21/22				$214,801,411	
Less Fixtures (SV16 Report) Prior - 7/1/21				$192,358,151	
Net Fixtures Adjustment					$22,443,260
Net Increase in New Non-Res Construction from Prior Year					$31,632,043

City Total (SV 16 Report)	Secured RE & PP Exemptions	Unsecured PP Exemption	Net Assessed Values	Total Assessed Values
Current Year - 7/21/22	$112,670,163	$1,157,234	$8,311,337,905	$8,425,165,302
Prior Year - 7/1/21	$140,687,802	$869,769	$7,755,015,687	$7,896,573,258
Net Increase in Local Assessment Roll From Prior Year				$528,592,044
Percentage Increase Allowable = New Non-Res Growth / Total Roll Growth X 100 =				5.98%
Percentage Increase Allowable (without Fixtures)				1.74%

YEAR	2022-2023	AGENCY	City of Compton	AGENCY NO.	132.00

Department of Finance

http://dof.ca.gov/Forecasting/Demographics/Estimates/

Fiscal Year 2023-24

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2022 to January 1, 2023 and Total Population, January 1, 2023

County City	Percent Change 2022-2023	--- Population Minus Exclusions --- 1-1-22	 1-1-23	Total Population 1-1-2023
South Gate	-0.78	93,355	92,628	92,628
South Pasadena	-0.59	26,428	26,273	26,273
Temple City	-0.55	36,010	35,813	35,813
Torrance	-0.88	144,327	143,057	143,057
Vernon	-0.97	207	205	205
Walnut	-0.61	27,721	27,553	27,553
West Covina	0.23	107,642	107,893	107,893
West Hollywood	-0.39	34,930	34,793	34,793
Westlake Village	-1.12	8,009	7,919	7,919
Whittier	-0.47	87,707	87,291	87,291
Unincorporated	-0.95	1,006,954	997,407	997,999
County Total	-0.75	9,826,563	9,753,247	9,761,210

RESOLUTION NO. 25,070

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AND ADOPTING THE ANNUAL APPROPRIATION LIMIT FOR FISCAL YEAR 2019-2020

WHEREAS, on November 6, 1979, the voters of California added Article XIII B to the State Constitution placing various limitations on the appropriations of the State and Local Governments; and

WHEREAS, Article XIII B provides that the appropriation limit for the Fiscal Year 2019-2020 be calculated by adjusting the base year appropriation of Fiscal Year 1978-79 for changes in the cost of living and population; and

WHEREAS, the information necessary for computing this limit is the Annual Budget for Fiscal Year 1978-79 and the amended Annual Report of Financial Transactions to the State Controller for Fiscal Year 1978-1979 which are on file in the Office of the City Clerk; and

WHEREAS, the City of Compton has complied with provisions of Article XIIIB regarding determination of the Appropriation Limit for Fiscal Year 2019-2020.

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

Section 1. That the Appropriation Limit for Fiscal Year 2019-2020 of the City of Compton shall be One Hundred Nine Million, Seven Hundred One Thousand, and Seven Hundred Six Dollars ($109,701,706).

Section 2. That the Appropriation Limit for Fiscal Year 2019-2020 of $109,701,706 exceeds the Proceeds of Taxes included in the Fiscal Year 2019-2020 budget in compliance with Article XIIID of the California Constitution and Proposition 111 and therefore, the City is under its Appropriation Limit.

Section 3. That the growth factors used in calculating the Fiscal Year 2019-2020 Appropriation Limit are the percentage change in California per capita income and the percentage change in population in the City of Compton.

Section 4. That a certified copy of this Resolution shall be filed in the offices of the City Manager, City Attorney, City Controller and the City Clerk.

Section 5. That the Mayor shall sign and the City Clerk shall attest to the adoption of this resolution.

ADOPTED this 9th day of July, 2019.

MAYOR OF THE CITY OF COMPTON

February 20, 2024

TO: **MAYOR AND COUNCIL MEMBERS**

FROM: **ANTHONY WARD, DIRECTOR**
COMMUNITY IMPROVEMENT SERVICES DEPARTMENT

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TURBODATA SYSTEMS FOR THE PROCESSING AND MANAGEMENT OF PARKING AND ADMINISTRATIVE CITATIONS**

SUMMARY

Adoption of this resolution will authorize the City Manager to accept the bid of TurboData Systems and execute a contract for the processing and management of parking and administrative citations.

BACKGROUND

The City of Compton is a 10.2 square mile community within Los Angeles County, California with a diverse population of 96,456 residents. Four major freeways surround Compton; Interstate 710, State Route 91, Interstate 110 and Interstate 105. The City issues approximately 60,000 parking citations and 800 administrative citations annually. The City has historically contracted with professional service providers for the parking and administrative citations dispositions, new equipment, software, software licensing fees and revenue collection services for the City. The existing contract is scheduled to expire on June 30, 2024.

STATEMENT OF ISSUE

On October 23, 2023, staff released and solicited bids for parking and administrative citation processing and management services. The bidding process was closed on November 13, 2023. The following bids proposals were received are as follows:

CONTRACTOR	BID AMOUNT
TurboData Systems	15%-22% of FTB, DELINQUENT COLLECTIONS, OUT OF STATE COLLECTIONS, VARIABLE ADMINISTRATIVE COSTS
DataTicket	15%-23% of FTB, DELINQUENT COLLECTIONS, OUT OF STATE COLLECTIONS, VARIABLE ADMINISTRATIVE COSTS

Staff has reviewed the bids, which included all the administrative services provided along with costs. The vendors also identified the various percentages of revenue they would retain as their payment for fees collected through routine payments, Franchise Tax Board, Collections, and DMV holds. Additionally, the level of administrative services provided by each vendor are very similar and the difference in costs associated with these services are minimal.

However, after a careful review of the vendors, staff has determined that continuing to contract with TurboData Systems eliminates any and all start-up costs, new licensing fees, transferring of data, new equipment, new software training for staff, and would be the most cost-effective decision for the City.

Staff recommends that the City Council approve the proposed resolution and authorize the City Manager to execute a 3-year contract with two one (1) year extensions with TurboData Systems.

FISCAL IMPACT

All costs and fees for services and equipment will be paid from the parking and administrative citation revenues on a monthly basis.

RECOMMENDATION

It is staff’s recommendation that the City Council authorize the City Manager to negotiate and enter into an agreement with TurboData Systems for the processing and management of parking and administrative citations. This strategic partnership aligns with the City's goals of improving service delivery, enhancing operational efficiency, and ensuring compliance with regulatory requirements.

ANTHONY WARD, DIRECTOR
COMMUNITY IMPROVEMENT SERVICES DEPARTMENT

APPROVED FOR FORWARDING:

WILLIE A HOPKINS JR.
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 TURBODATA SYSTEMS FOR THE PROCESSING AND MANAGEMENT OF PARKING AND ADMNISTRATIVE CITATIONS

WHEREAS, the City issues approximately 60,000 parking citations and 800 administrative citations annually; and

WHEREAS, the City has historically contracted with professional services providers for the parking citation disposition, administrative citation disposition, new equipment, software, software licensing fees and revenue collection services for the City; and

WHEREAS, the existing contracts are set to expire on June 30, 2024; and

WHEREAS, the City wishes to continue parking and administrative citation processing services utilizing a single provider; and

WHEREAS, in October 2023, staff released and solicited bids for the Processing and Management of Parking and Administrative Citation services:

Companies	**Bid Amount**
TurboData Systems	15%-22% of FTB, DELINQUENT COLLECTIONS, OUT OF STATE COLLECTIONS, VARIABLE ADMINISTRATIVE COSTS
DataTicket	15%-23% of FTB, DELINQUENT COLLECTIONS, OUT OF STATE COLLECTIONS, VARIABLE ADMINISTRATIVE COSTS

WHEREAS, due to numerous variables related to fees for issuance of electronic parking citations, processing of manual citations, conversion of existing data and handheld mobile ticketing device costs and it would not be accurate to identify any specific vendor as the lowest responsible bidder. However, staff reviewed the submitted bids and selected the bid of TurboData Systems as the most cost-effective bidder; and

WHEREAS, funds for the monthly costs of services and equipment will be paid from the parking and administrative citation revenues in the 2024-2025 Fiscal Year budget.

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

Section 1. That the bid for TurboData Systems in the fiscal year starting FY 2024-2025 through FY 2027-2028 for the Processing and Management of Parking and Administrative Citations is hereby accepted and all other bids are rejected.

Section 2. That the City Manager, on the advice and approval of the City Attorney, is hereby authorized to enter into a 3-year contract with two one (1) year extensions with TurboData Systems.

Section 3. That the City Manager is authorized to pay the monthly costs for services and equipment using parking and administrative citation revenues starting FY 2024-2025 through FY 2027-2028.

Section 4. That a copy of this Resolution shall be filed in the offices of the City Clerk, City Attorney, City Manager, Community Improvement Services, and the City Controller.

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

ADOPTED this _____ day of _____, 2024

_____
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 _____, 2024.

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

REQUEST FOR PROPOSALS FOR

PARKING AND ADMINISTRATIVE CITATION PROCESSING SERVICES

CITY OF COMPTON
Incorporated in 1888

November 13, 2023
4:00pm

Response Provided by:

Data Ticket, Inc.
2603 Main Street, Suite 300
Irvine, California 92614
949-428-7240
ClientServices@DataTicket.com

CONFIDENTIAL INFORMATION DISCLAIMER

This proposal contains certain confidential and valuable information in the form of ideas, know-how, concepts, processes, plans and trade secrets that belong to Data Ticket, Inc. In accordance with the California Public Records Act, this confidential information shall not be disclosed outside the City and shall not be duplicated, used, or disclosed in whole or in part for any purpose except in the procurement process. Confidential information contained in this document is noted on each applicable page or image. Serious and irreparable competitive disadvantage in future procurements could result from the release of any confidential information contained in this proposal. Please notify us immediately, in writing if there is a request for disclosure of any confidential information so that Data Ticket will have an opportunity to participate in any disclosure discussions.

The following data, furnished in connection with this solicitation, shall not be disclosed except to those who are directly involved with the evaluation within the City and shall not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate the proposal provided. If a contract is awarded to this offer or in connection with the submission of this data, the City shall have the right to duplicate, use or disclose the data to the extent provided in the contract. This restriction does not limit the City's right to use information contained in the data unless it is obtained under proper authorization from another source without restriction.

Items that shall be redacted prior to distributing as a result of a public records act request or any other such request outside of the evaluation period for this RFP:

- Screen shots
- Reference names and contact information.
- Data Ticket employee information
- Data Ticket client information
- Specific features or enhancements

TABLE OF CONTENTS

DESCRIPTION	SECTION
TABLE OF CONTENTS	
COVER LETTER	1
EXPERIENCE	2
EQUIPMENT	3
COMPENSATION	4
REFERENCES	5
ACKNOWLEDGMENT TO ADDENDUM #1	6

SECTION 1: COVER LETTER

COVER LETTER

City of Compton
Attention: Evaluation Committee
Re: RFP –Parking and Administrative Citation Processing Services
205 South Willowbrook Avenue
Compton, CA 90220

November 12, 2023

Dear Evaluation Committee:

Data Ticket, Inc. appreciates the opportunity to respond to the Request for Proposals for Parking and Administrative Citation Processing Services for the City of Compton. Data Ticket has been providing administrative citation processing services for over 22 years and parking citation processing for over 34 years.

Data Ticket's parking citation processing services are offered to clients nationwide, with clients located in California, Florida, Illinois, Pennsylvania, Washington, Washington DC, among others. Data Ticket is the only local parking citation processing vendor that processing citations for clients nationwide.

Data Ticket's administrative citation processing services are offered to clients located throughout the State of California, with over 100 clients current served.

Data Ticket has read, understands and will comply with all terms and conditions of the RFP as outlined in the RFP and as outlined in our response.

We believe we are the most qualified vendor to provide the customized, flexible, progressive hardware and software the City requires. In fact, we are the only citation processing vendor who processes parking and administrative citations for agencies that surround the City of Compton on all sides, including Huntington Park, Bell, Cudahy, South Gate, Downey, Paramount, Torrance, Lawndale, Hawthorne and others

Through our response, Data Ticket will prove to the City of Compton that we will provide:

- Exceptional customer services to the City and the City's Customers
- "Living" software that is consistently enhanced to provide the most advanced features in the industry at no additional cost
- A comprehensive and cohesive experience for the public
- Consistency in messaging and transparency in processing and services to provide an effective, efficient Solution

Brook Westcott, Chief Operating Officer for Data Ticket has full authority to negotiate with the City of Compton and to execute on behalf of Data Ticket an agreement that may result from such negotiations.

Data Ticket, Inc. is a California Corporation, a California Certified Small Business Enterprise and a California Certified Woman-Owned Business. Our legal headquarters is located at:

Data Ticket, Inc.
2603 Main Street, Suite 300
Irvine, California 92614

I can be reached directly at (949) 428-7240, via fax at (949) 281-3195 or via email at BWestcott@DataTicket.com. Additionally, I can be reached via our Client Services Department at ClientServices@DataTicket.com.
.

Data Ticket has not simply proposed to provide hardware and software for the City. We have proposed a complete Solution, inclusive of hardware, software, services and people, to ensure that throughout the life of the contract, the City's requirements are always met.

We believe Data Ticket is the most forward-thinking citation processing vendor in the industry. Our business model is simple:

- We offer our software and our services to our clients at fair prices
- We offer "living" software that is consistently enhanced to provide the most advanced features in the industry
- We offer services to our clients and to their customers to create a cohesive experience for the public regardless of communication points
- We believe that consistency in messaging and transparency in processing and services is the key to an efficient, effective citation processing program

Thank you for your consideration,

Brook Westcott
Chief Operating Officer
Data Ticket, Inc.

SECTION 2: EXPERIENCE

Overview

Data Ticket, Inc. is a California Corporation that provides administrative citation processing, parking citation processing and collection services for Cities, Counties, Universities, Districts and other Public entities nationwide. Data Ticket employs 54 full time Staff. Data Ticket was incorporated in California in 1989. We provide expertise to ensure that citations get processed and collected in a timely manner for over 350 Agencies, nationwide.

Data Ticket's sole office is in Irvine, California. Our offices are always open to our clients and we encourage in-person communication on a regular basis. Data Ticket, Inc. is a California certified Small Business Enterprise and a California certified Woman-Owned Business Enterprise.

Data Ticket, Inc. has never been, nor is currently, involved in any bankruptcy. Likewise, we are not involved in a reorganization, liquidation or dissolution proceeding. A trustee or receiver has neither been appointed overall or to a substantial portion of the property of Data Ticket, Inc. under federal bankruptcy law or any state of insolvency law.

Financial Stability & Capacity

Data Ticket is privately owned and operated; we have no loans or debt. All our hardware and software are 100% owned, maintained, supported and upgraded by the company. We outsource nothing.

Data Ticket is fiscally conservative and financially sound. There are no known financial issues that will prevent Data Ticket, Inc. from providing, implementing, and maintaining the proposed system for the term of the contract.

All our hardware and software are 100% owned, maintained, supported and upgraded by the internal staff members.

In summary, we are fiscally conservative and financially sound, consistently planning for the future and ensuring that our research and system upgrades keep us at the forefront of the industry and provide our clients with fully tested, stable, leading-edge technology and services.

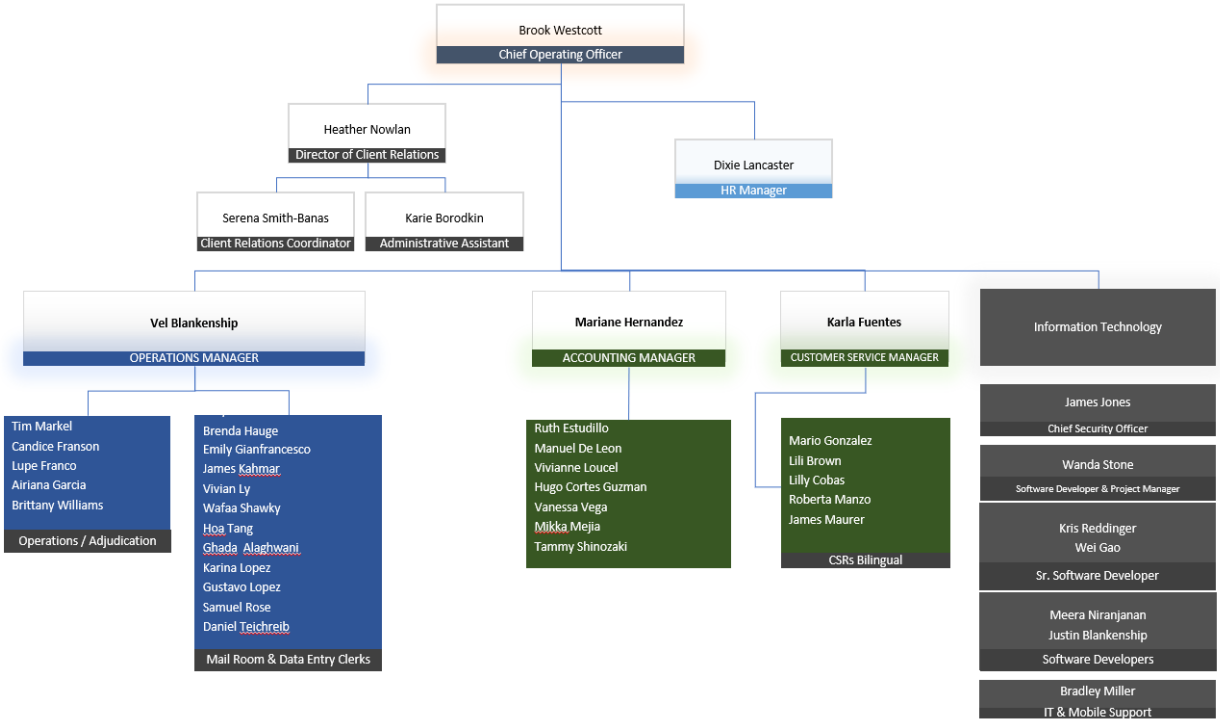
Strength and Stability Organizational Structure

Data Ticket understands that our service and technology offerings are only as good as our Staff. It is our goal with each client to ensure we have a partnership based on solid, effective communication.

We have found that our Staff is most effective when everyone has been cross-trained in at least one area outside their core responsibility. This model provides us with the greatest flexibility and the highest ability to meet our clients' needs. Using this model, we have never missed a go live data or a conversion date.

Resumes and Support Personnel

Below, we have provided the City with an Organization Chart depicting the major areas of work Data Ticket handles on behalf of our clients. All the individuals identified on the organization chart work in the Irvine, California office and each of the individuals identified in the organization chart provided below will be made available to City Personnel throughout the life of the contract.



Resumes

Heather Nowlan, Director Client Services

Heather joined Data Ticket 13 years ago and is responsible for managing our clients' needs via email, phone, and personal visits. She is responsible for assisting in the implementation of new clients, as well as for the retention of existing clients by ensuring Data Ticket staff understands our clients' business rules and processing needs.

Heather is a graduate of Texas Christian University and her experience includes more than 17 years of customer service in a fast paced, high energy, client-facing business. She brings a solid foundation to Data Ticket by utilizing effective communication skills with a detail-oriented service mentality. Heather has worked on numerous CRM (customer relationship management) programs in her prior experience and has been able to apply this knowledge directly to Data Ticket. Heather's goal is to enhance the experience that our clients receive through personalized attention.

Heather Nowlan, Director of Client Services, will be the individual responsible for working directly with the City on a day to day basis. Specifically, she will be responsible for processing any requests the City may have, including providing each of the City's Personnel with unique usernames and passwords that will provide access to the Citation

Processing System at the appropriate, requested level. In addition, Heather will be responsible for providing all user training about the Citation Processing System Software. This training will be performed in person, via the Internet and over the phone. Finally, Heather will be responsible for reviewing all noticing and correspondence to be sent on behalf of the City.

Brook Westcott, Chief Operating Officer
Brook brings more than 18 years of parking citation experience in addition to 12 years of administration citation processing experience. Brook has been a key member of the Data Ticket team for the past 18 years, actively managing each client's citation processing to ensure each implementation is successful.

Brook's expertise in Project Management includes planning, designing, testing and executing client conversion, IT enhancements, new IT development, data management and process re-engineering. Brook's focus since joining Data Ticket has been to develop new processes to streamline the flow of data through the system to provide more detailed data to our clients via real-time, online reporting. Brook also focuses her time on managing the collection rates that Data Ticket obtains for its clients. Her goal is to keep Data Ticket's collection rates above the competition, while enhancing continually enhancing operational efficiencies.

Brook is a graduate of Baylor University with a Bachelor of Business Administration in Business Management. Prior to joining Data Ticket, Brook was a Senior Manager at Accenture for 11 years. During her time there, she served as project manager for high-profile projects in Spain, France, Italy, Chicago, New York, San Francisco, Minneapolis, Memphis and Orange County. Brook is responsible for overseeing the Information Technology, Accounting, Data Entry, Adjudication, and Operations Departments at Data Ticket.

Wanda Stone, Mobile Support Manager
Wanda is a Microsoft Certified Applications Developer with a Henley Certificate in Supervisory Management 1995 from the Graduate Institute of Management and Technology, South Africa. She has been with Data Ticket for 10 years and serves as a Senior Programmer within out IT Department. Wanda is responsible for managing the IT staff that focus their time on development, as well as improving and maintaining our proprietary applications including our website and our electronic handheld units. Wanda has been primarily responsible for releasing a wireless handheld unit to our clients in 2009. This unit allows our clients to transmit citations wirelessly to our database, so citizens can pay for and/or appeal instantaneously. Wanda is responsible for all handheld software development, integration into existing database and implementation. This includes all hardware and software research. In addition, our IT Department has released a new look and feel for our website this year to provide a more user-friendly and sleeker image. Our IT Department also excels in developing and maintaining existing software solutions using VB.net, as well as for maintaining the Microsoft SQL Server and creating and maintaining databases.

Wanda Stone, Mobile Support Manager, will be responsible for providing training to all Police Department and Parking Control Officers at the City's preferred location(s). Wanda will also be responsible for providing regular enhancements to our Mobile Software and she will be responsible for working directly with City Personnel to ensure the handhelds are being utilized accurately to provide the most benefit to the Officers and to the City.

Staffing Plan

In addition to the individuals dedicated to the City, Data Ticket provides the highest level of services to each of our clients by providing access via phone, email and in person to all our Department Managers. We have adequately staffed each Department to accommodate each client's needs. We do not share resources across Department; rather we have hired and maintain each Department such that there is no need to share resources; however, personnel are cross-trained to ensure our entire staff is well versed in the entire citation processing lifecycle.

City Personnel will have access to all Managers, as well as individuals within each Department. In addition, individual and group emails as well as direct phone lines will be provided to City Personnel to ensure Data Ticket is always accessible. Finally, cell numbers for specific individuals will be provided to City Personnel should the need for after-hours assistance ever be required.

Name	Department	Function	Years of Experience
Brook Westcott	Chief Operating Officer	Contract management, IT oversight, Accounting oversight, enhancement management, City Council attendance – Project Manager	18 Years
Heather Nowlan	Client Services	Implementation management, training coordination, report generation	13 Years
Vel Blankenship	Operations Manager	Daily operational assistance, including citation adjustments, DMV access, real-time DMV lookups, etc. Daily adjudication assistance, Hearing Officer Scheduling and 1st Level Administrative Review dispositions	21 Years
Mariane Hernandez	Accounting	Daily accounting / banking assistance	7 Years
Wanda Stone	Programming	Daily assistance with the handheld solution chosen	10 Years
Karla Fuentes	Customer Service	Daily customer service assistance	9 Years

SECTION 3: EQUIPMENT

Below and on the following pages Data Ticket has responded to the City's Equipment / Hardware / Software Requirements Spreadsheet. Where applicable, prior to each section we have provided the City with details on the Solution we have proposed.

Handheld Computer Hardware:
Data Ticket has read and understands the City's requirements regarding handheld citation equipment. Data Ticket offers our Clients a range of handheld ticket writers to select from which exceed the City's needs. On the following pages, we have provided descriptions of the hardware we believe will be most effective for the City.

Data Ticket recommends the use of either a Samsung Galaxy handheld ticket writer or an Apple iPhone handheld ticket writer. If City Personnel have another unit they would like to utilize, we are happy to work with the City to determine which unit(s) the City prefers and install our Handheld Citation Issuance Application on the preferred solution. Additionally, the City will not be confined to selecting a single handheld unit. A combination of units may be utilized across issuing Officers to accommodate each Officer's needs.

Below we have provided a response to the City's Equipment / Hardware / Software Requirements Spreadsheet. Should the City have additional questions regarding our response, we are happy to provide additional details.

EQUIPMENT/HARDWARE/SOFTWARE REQUIREMENTS SPREADSHEET

	HANDHELD COMPUTER HARDWARE	Meets	Does not meet	Meets Alternatively	Additional Explanation
1	Display – 240x320 pixel (1/4 VGA) color TFT with LED front light.	X			5.8" or 6.2" display color with LED front light.
2	Operating System – Microsoft Windows Platform			X	Data Ticket has proposed and Android Solution
3	Processor – Please describe the processor offered.	X			Octa-core, 64 bit, 10nm processor
4	Memory - The handheld computer must support, at a minimum, 64mb high-speed SDRAM and 64mb nonvolatile flash storage.	X			Please see the specifications provided.
5	Durability – The handheld computer must meet environmental sealing rating of IP67 for protection against rain and dust. The handheld must be capable of withstanding repeated drops from a height of 4 feet (1.2 meters). The case must be constructed of high strength, solvent-resistant plastic.	X			IP 68 rating provided; accompanied by Otter Box Case
6	External Interfaces - Handheld must support communications of either wireless or through the existing network.	X			Wireless data plan recommended
7	Size - Handheld computer must not weigh more than 17 oz (490 grams). The unit must not exceed dimensions of 6.5" x 3.75" x 1.75" or 16.5cm x 9.5cm x 4.5cm.	X			
8	Batteries - The main handheld battery must be a rechargeable pack	X			
9	Environment - The unit must be capable of being stored without damage within the temperature range of -22F (-30C) to +140F (+60C).	X			
10	Warranty - The handheld computer must have at least a one-year standard warranty.	X			
11	Scan Engine – The scanner must read 1D and 2D barcodes as well as scan an image in gray scale. The scanner must operate in temperatures between +14F (-10C) to +122F (+50C) and withstand drops of up to three (3) feet (1 meter).	X			
12	Color Camera – The camera must be integrated into the handheld. The camera must have the ability to store snapshots as BMP, JPG and GIF file formats. The image resolution must be 240 x 320 or 640 x 480.	X			

Printer:
Data Ticket recommends the use of a 3” or 4” Bluetooth printer. The selection of a printer is like the selection of a handheld ticket writer. City Personnel may select a single printer to use for all Officers or City Personnel may wish to use a variety of printers. Of course, we do recommend City Personnel use a single ticket width, so a single ticket order will work, regardless of the printer selected. Below we have provided 2 of the popular models used by our Clients that elect a 2-piece unit:

- **3” TSC Printer or 4” Zebra Printer** – The TSC Alpha-3R and the Zebra ZQ520 4-inch direct thermal portable printers features a rugged design and reliable performance that will continue to operate long after other printers have failed. Both units are comfortable, light-weight printers capable of working with any mobile printing application where you need citations printed wherever you are. With its optional cases, the printers are IP54-rated to resist dust and water and each printer endures to a 6-foot fall and keeps printing. These small and light printers can be worn comfortably for a full shift, without interfering with the Officer’s tasks.

Handheld Printer Images

3” TSC Printer

4” Zebra Printer

	PRINTER	Meets	Does not meet	Meets Alternatively	Additional Explanation
1	Print Technology – The printer must have direct thermal technology.	X			
2	Case – The case of the handheld must provide increased shock absorption, weather resistance and protection from harsh environments.	X			
3	Size – Printer must not weigh more than 1.4 lbs (.64kg). The unit must not exceed dimensions of 6.2" (H) x 4.7" (W) x 2.6" (D) or 157.5mm (H) X 119.4mm (W) x 66.0mm (D).	X			
4	Wireless Printing – The printer must support Bluetooth compliant wireless communication.	X			
5	Batteries - The printer battery must be a removable and rechargeable Battery.	X			
6	Speed – The printer must have a speed of 3 IPS (76.2mm).	X			
7	Print Resolution – The printer resolution must be 203 DPI (8 dots/mm).	X			
8	Print Width – The printer must have a maximum print width of 2.9" (73.66mm).	X			
9	Media Loading – The printer must have a "clamshell" design.	X			
10	Stock Width Control – The printer must provide an adjustable stock width control for variable roll sizes.	X			
11	Environment - The printer must be capable of being stored without damage within the temperature range of -15 to +50 degrees C (5 to 122 degrees F).	X			
12	Warranty - The printer must have at least a one-year standard warranty.	X			

General Equipment Requirements:
Data Ticket will be responsible for providing all handheld software and hardware required to issue electronic parking citations. Additionally, Data Ticket will be responsible for providing all citation processing software required to process parking and administrative citations. Our citation processing solution is 100% web-based. Data Ticket will not supply the physical computers required to utilize our citation processing solution; however, we will be responsible for supply all user names and

passwords required to access the Solution and we will be responsible for the implementation and training of our handheld solution and our citation processing solution.

	GENERAL EQUIPMENT REQUIREMENTS	Meets	Does not meet	Meets Alternatively	Additional Explanation
1	Modularity – The system must allow for the addition of handheld ticketwriters, users, locations, and modules at a later time	X			
2	Host and Peripheral Hardware –Provide a recommendation for appropriate configuration for the system with which the handheld ticketwriters will interface	X			
3	Host and Peripheral Hardware – Supply any necessary peripheral equipment to interface to the host system or handheld devices such as printers, magnetic stripes, color cameras, and bar code readers	X			
4	System Delivery – Install, deliver, and integrate the necessary	X			

General Software Requirements:
Data Ticket's Citation Processing Solution is 100% web-based. Our Solution is also 100% time and event driven and provides a real-time audit trail of every single transaction performed. City Personnel will have access to view every transaction, including user notes, payments, refunds, notices, images, video recordings, etc. that are available. All configuration, task scheduling and internal jobs, including notice generation, penalty application will be the responsibility of Data Ticket. Data Ticket utilizes SQL Server as the back-end to our Solution. Finally, our Solution is ADA compliant and provides for users to change the language presented on the web to one of over 80 languages.

	GENERAL SOFTWARE REQUIREMENTS	Meets	Does not meet	Meets Alternatively	Additional Explanation
	Utilize thin-client technology (web-browser)	X			
	Support current version of Internet Explorer	X			
	Employ a fully relational database that allows date to be manipulated, linked and queried.	X			
	Easily perform activities with context-sensitive menus	X			
	Access all information from any screen	X			
	Ability to disable fields, define fields as required, change field titles, associate default values			X	All field modifications are Data Ticket's responsibility
	Schedule tasks to run automatically	X			All task scheduling is Data Ticket's responsibility
	Must be ADA compliant for color-blind disability	X			

User Access Control & Security:
Access to the City's data is based on unique usernames and passwords assigned to everyone who requires access to the system. Data Ticket does not limit the number of individuals who have access to the system and the number and types of access can change at any point with a simple email request to Data Ticket.

Our Solution is setup to maintain a complete audit trail for each transaction in the system, therefore, the username is displayed next to every transaction in the system, indicating who performed the transaction and when.

Dependent on the access rights provided to each Agency Staff member, the following capabilities are available:

- View real-time citation(s) data, including pictures taken by the Issuing Officer
- Accept payment via VISA, MasterCard, Discover and American Express credit/debit cards
- Accept payment via Cash, Check or Money Order
- Process NSFs, Chargebacks and Refunds
- Reduce or increase violation amounts, dismiss citations, void citations and place citations on hold
- Change citation data, including violations, date, time, plate, location, comments, make, model, color, registration expiration date and others
- Perform Administrative Reviews online by entering the disposition directly online
- Generate a time expired or letter of non-responsibility for a citation in the adjudication process
- View the complete reason for the Review Request and supporting documentation provided by the Appellant directly online
- Edit Appellant information

- Upload disposition documents sent to the Agency via US Mail
- Add a note to a citation and see all comments added to the citation
- View the reason for the 2nd Level Administrative Hearing Request online and view the supporting documentation provided by the Appellant, directly online
- Print a receipt with or without registered owner information

Data Ticket is the only vendor that is SOC 2 Type 2 compliant. Annually we are audited by a third-party vendor to ensure this level of compliance is maintained. Data Ticket owns operates and updates all our hardware and software on-site in Irvine, California. We do not outsource any part of our infrastructure. Data Ticket maintains all databases and physical system security in a manner that provides complete confidentiality and protection from unwanted access.

Data Ticket performs automated backups daily and removes all backups to an offsite location. Our complete disaster recovery plan will be provided upon request.

In addition, our website provides a complete audit trail of the registered owner and any changes made due to a release of liability, a change due to a renter or lessee, or any other change. Finally, City Personnel will have the ability to view a complete audit trail for every citation in the system.
Data Ticket's website is redundantly hosted on separate physically secured hardware with the following security precautions:

- All server infrastructure is secured behind firewalls with intrusion detection and prevention enabled. Specifically, SonicWall firewalls are utilized for web, Barracuda firewalls are used internally, and Cisco firewalls are used for our real-time connection to California DMV.
- All passwords are one way hashed to ensure maximum user account security.
- All website access is securely encrypted using TLS 1.2 and PCI Compliance standards.
- Nightly backups are made to ensure complete data integrity of the information maintained.
- Our system is comprised of redundant web, database, and file servers all optimized to ensure maximum redundancy and security

	User Access Control & Security	Meets	Does not meet	Meets Alternatively	Additional Explanation
1	Allow for a wide range of user access control and security that can vary by module and security level from read-only access to complete insert ,edit, delete capability anywhere in the software system	X			
2	Allow for the creation of a profile for each individual user. Profiles must specifically detail access rights and security privileges as defined by the system administrator	X			
3	Allow for at least 50 different specific areas that can be granted or denied access as well as allowing for up to 7 different levels of access where appropriate	X			
4	Provide an audit trail of modifications and/or transactions executed by a particular user	X			
5	Allow for revocation of user access	X			
6	Ability to restrict full data edit and delete capabilities to authorized individuals	X			
7	Allow user profiles to be cloned and applied to other users	X			
8	Allow for printing of a user's history or all users' history	X			
9	Allow for the ability to use foreign authentication. Foreign authentication programs must include LDAP and Microsoft Active Directory. Vendor must provide a list of the LDAP programs supported by the software	X			

Parking Citation Manager Capabilities:
Data Ticket will provide a fully hosted web-based citation management system to the City which includes a SQL database back-end hosted and maintained by Data Ticket such that no maintenance is required of City Personnel. Unique usernames and passwords will be provided to Personnel to access the specific capabilities each should have access to.

The Citation Management Solution will provide:

- All citation level information that was entered on the citation,
- All photographs taken at the time of the citation issuance and transmitted to Data Ticket
- Current status of the citation provided in bolded text
- Notice history, including date sent, date due, address sent to, responsible party, location of the violation, and amount due

- Adjudication history, including date the citation was placed on a hearing hold, date hearing was scheduled for, date hearing schedule letter was sent, judgment, date judgment was entered, date judgment letter was sent, disposition information, hearing officer name, complete appeal description, images attached as part of the adjudication process and a complete description of the reason for appeal if the appellant appealed online
- Links to each notice and adjudication letter sent
- Payment information, including payment type, payment received date, check date, check number, deposit date, payment location, amount paid, and returned check date or credit card charge-back date
- Penalty history including penalty date, penalty amount
- Responsible party information, including any changes to the responsible party
- All phone notes as entered by our customer service representatives and any other personnel who have a username and password
- The dollar value owed at the Responsible Party level as well as the Case level
- A complete audit trail of the citation, including a username and date for every transaction
- Citation simulation for reproduction and printing at the City
- Scanned images related to Adjudication, payment backup and other matters

In the Citation Detail screen shot provided, real-time information is displayed to the user, including all the items mentioned above. In addition to those items, you will see many data fields are underlined. These fields are hyperlinked so that by clicking on them the user will be taken to a pop-up that details more information about the specific data. The following fields are hyperlinked:

- **This person: $0.00**: When clicked, this field displays a pop-up box that lists all citations issued to this person, the date of the citation, and the amount owed on the citation.
- **This case: $0.00**: When clicked, this field displays a pop-up box that lists all citations issued as part of a specific case.
- **Responsible Party History**: When clicked, this field displays a pop-up box that lists prior registered owners, responsible parties, and renters associated with the citation.
- **Payment Plan**: When clicked, this feature provides the ability for the user to enter a payment plan for the citation
- **Notices**: When clicked for each Notice sent, this field displays a new browser window that displays the front and back of the actual notice sent to the registered owner. A copy of each notice sent is associated with each citation, so City Personnel never need to request a copy of a letter sent on its behalf

- **Adjudication Letters**: When clicked for each Adjudication Letter sent, this field displays a new browser window that displays the front and back of each letter send during the adjudication process

Sample Citation Detail Screen

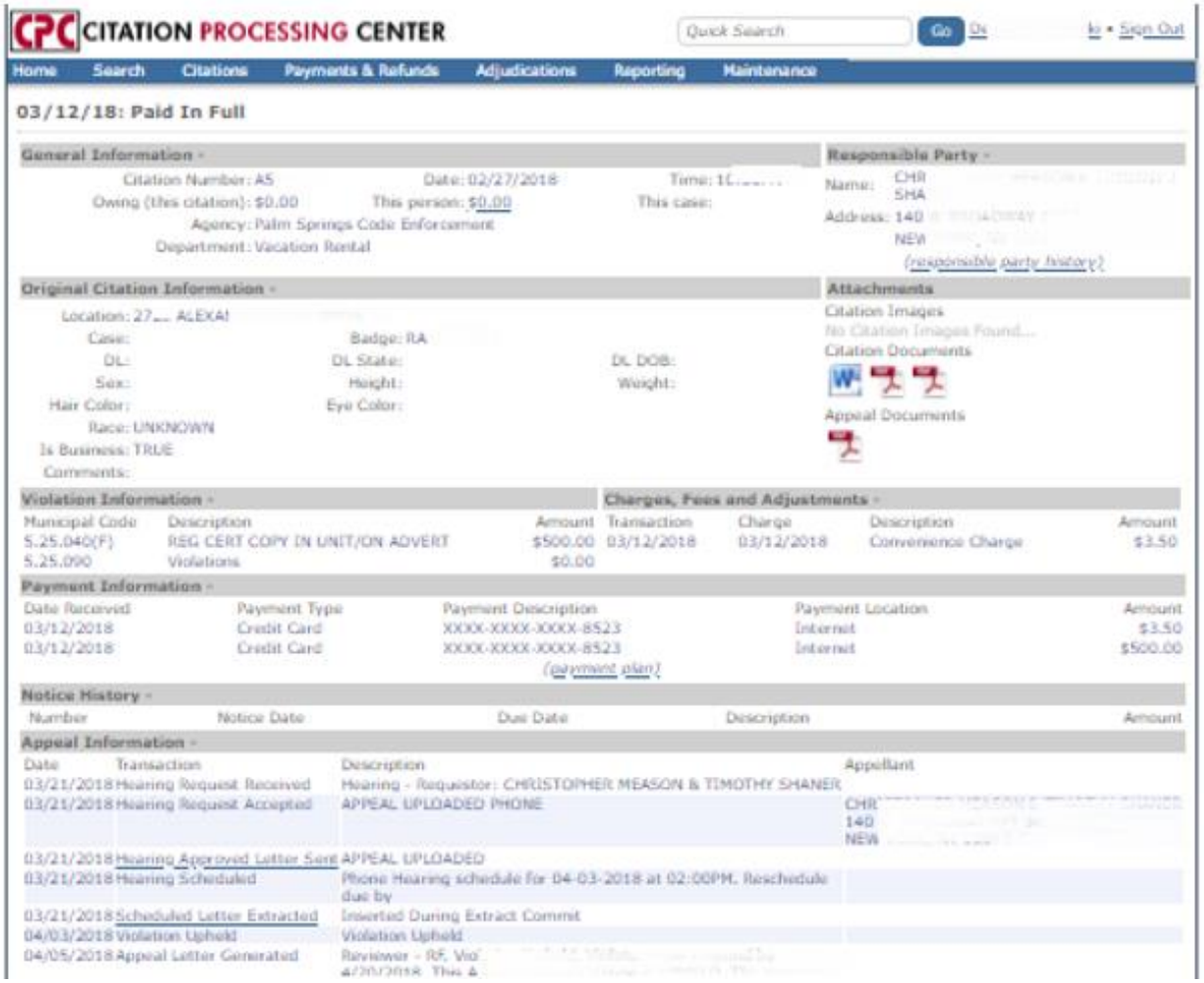


IMAGE CONFIDENTIAL AND PROPRIETARY TO DATA TICKET, INC.

Transaction History -

Date	Transaction	Rep.	Description
03/08/2018	New Citation Added	C Silvas	New Citation Added.
03/12/2018	Connect to CC Processor		Connect to CC processor - Transactio esponse Code: 1, Response: Transaction Accepted REASON: 1 Explanation: This transaction has been approved. AUTH: 43199P , Reason Code: 1, Reason: This transaction has been approved., AVS Response: Y
03/12/2018	Convenience Charge		Convenience Fee
03/12/2018	Payment		3:42PM Online Payment - Receipt 1376598
03/12/2018	Payment		3:42PM Online Payment - Receipt 1376598
03/12/2018	User Inquiry		Payee Info. - Chris
03/12/2018	Paid In Full		Paid in Full
03/21/2018	User Inquiry	L Franco1	Appeal was received on 3/19/18
03/21/2018	Hearing Request Received	L Franco1	Hearing - Requestor: CHR
03/21/2018	Hearing Request Accepted	L Franco1	APPEAL UPLOADED
03/21/2018	Placed On Hold	L Franco1	Hearing - Request Accepted.
03/21/2018	Hearing Approved Letter Sent	L Franco1	APPEAL UPLOADED
03/21/2018	User Inquiry	L Franco1	10:05 AM : Per Suz I should be granted due to a delay in appellants receipt of will phone when the appeal date and time are set, in addition t
03/21/2018	User Inquiry	L Franco1	10:06 AM : Per Serena Smith-Banas via email on 3/21/18: make a note to have Jose/Elvira call the citizen when it is scheduled
03/21/2018	Correspondence Sent	M Niranjanan	Approval/Denial Letters Extracted to Vendor.
03/21/2018	Hearing Scheduled	M Lara	Phone Hearing schedule for 04-03-2018 at 02:00PM. Reschedule due by
03/21/2018	User Inquiry	M Lara1	Uploaded document: 36061991_01.doc---Hearing notification attached
03/21/2018	Scheduled Letter Extracted	Generated	Inserted During Extract Commit
03/23/2018	User Inquiry	E Orosco	3:12 PM : Cliti 21 one info as far as what to expect on the dat ed on his appeal request. Said tha e has already provided information. He w or the day of the call. Told him unable t ring officer that will be calling him, we h .
04/02/2018	User Inquiry	M Wilson	11:07 AM : CHI e if we could send him any documents that the officer will be bringing. I told n e the case was information available to us.
04/03/2018	User Inquiry	M Lara1	Uploaded document: 36061991_02.pdf---Case file
04/03/2018	Violation Upheld	R Fick	Violation Upheld
04/04/2018	Disposition Extracted	Generated	Inserted during Extract Commit.
04/04/2018	Adjudication Letter Sent	Generated	
04/05/2018	Appeal Letter Generated	R Fick	Reviewer - RF. Vio e Citation is UPHELD. The question on a sted on their ad on AirBnB for the vac he evidence is uncontroverted th ercial website revealed that this vacation gned by the City. Appellant indicate s because he had not advertised this un a property manager. Since the docume , it should have been a relatively simple t tation UPHELD.
04/05/2018	User Inquiry	L Van1	Uploaded document: 36061991_03.pdf---Administrative Hearing Result Letter attached.

IMAGE CONFIDENTIAL AND PROPRIETARY TO DATA TICKET, INC.

Citation recipients will have the ability to manage their citation(s) online, 24/7, via our website at www.CitationProcessingCenter.com or via a custom interface that is branded to resemble the City's website.

Once there, they will be able to:

- View their citations
- Pay for their citations
- Obtain citation specific information
- Obtain general information about their citations and the adjudication process

In addition, should the City choose to offer this capability, citation recipients will also be able to appeal their citation online and attach up to three supporting documents to be reviewed during the adjudication process.

Data Ticket provides real-time authorization and processing of credit/debit cards online via the web, via our Interactive Voice Response System, via our Customer Service Representatives and via our mail-in process. Data Ticket accepts VISA, MasterCard, American Express, and Discover. Credit and debit card payments are immediately updated to the citation records and receipts can be printed verifying payment for the payer.

Registered Owner Correspondence
Data Ticket will be responsible for mailing all 1st Courtesy Notices for citations unpaid after the City's specified timeframe. These notices will be mailed via 1st Class Mail daily as soon as a citation is eligible to have a notice sent. In addition, a 2nd 1st Courtesy Notice will be mailed to a Renter or Lessee when a rental car agency or a leasing agency provides the corrected information. Our Solution sends all notices daily, dependent upon the event and/or the timeframe defined by the City. Each citation is treated independently so as each citation has fulfilled the requirements set forth by the City, the appropriate notices are sent.

All notices contain the following data:

- Citation number
- License plate
- Vehicle make
- Violation(s) code and description
- Dollar amount owed at each of the escalation dates
- Citation date
- License plate state
- Notice date
- Location of the violation
- Amount due

In addition, all notices define how to:

- Pay for the citation
- Appeal the citation (if applicable)
- Inquire about the citation
- Obtain signoff (if applicable)
- Provide proof of non-liability.

Each notice, except for the FTB notice, allows for customized text to be defined by the City and each notice provides a toll-free, bi-lingual telephone number that is answered by both a bi-lingual IVR (integrated voice response) system and bi-lingual customer service agents that are all in-house.

All notices are printed on a full sheet of paper on the front and back and are sent in a #10 windowed envelope which includes a #9 windowed envelope for the return of payment, appeal or additional correspondence. In addition to the allowance of the submission of check or money order, recipients may also submit a credit/debit card number for processing if the City allows.

	Parking Citation Manager Capabilities	Meets	Does not meet	Meets Alternatively	Additional Explanation
1	Ability for user to enter (via keyboard entry and/or automatic upload via handheld citation issuance devices), view, and print, by means of either an ad-hoc query or batch basis, citations. All information normally associated with a specific citation such as: Ticket #, License #/Yr./State (or Province), Plate Type, Meter #, Date Issued, Time Issued, Officer Code, Location Code, Violation Code, Vehicle ID Info. (Make, Model, Color), VIN # and miscellaneous officer or office notes	X			
2	Provide direct access to information displayed on the same screen or provide direct access with the use of links (such as violation information, field notes, and detailed status information regarding balance and late fees)	X			
3	Provide direct access to complete history of transactions associated with the citation, including monetary, telephone and walk-in contacts	X			
4	Display customer name, ID Number and associated company name on the citation if there is a customer assignment	X			
5	Allow for the pre-payment of citations not currently in the system, such as citations paid off the windshield.	X			
6	Include a mechanism to match the pre-paid citation against a citation that is entered into the system after payment is made.	X			
7	Ability to change the status of a citation including void, transfer, uncollectible, reduce to warning, write off, etc	X			
8	Ability to track all changes and adjustments made to a citation to a specific individual, date and time	X			
9	Allow for adjustments to the monetary amount of each citation	X			
10	Display vehicle, customer, hearing, receipts, notes/attachments, and pre-paid citation data all from the citation record	X			
11	Provide a visual indicator displayed on records with attachments	X			
12	Ability to support the attachment of scanned documentation, digital images or other electronic items to the citation	X			
13	Ability to directly access hearing and receipt (payment) information from the citation record	X			

EQUIPMENT/HARDWARE/SOFTWARE REQUIREMENTS SPREADSHEET

14	Provide a brief color-coded summary and direct access to all information and invoices associated with a citation on a single screen (e.g. customer, vehicles, appeals, receipts (payments), etc.). This summary screen should make use of color schemes and readily identifiable icons to expedite user recognition as well as provide context sensitive menus	X			
15	Accommodate a predefined digit alphanumeric format	X			
16	Provide a mechanism for rapid and convenient entry of hand-written citations utilizing defaults from the previously entered citation such as date, officer number, location, etc.	X			
17	Ability to reassign citations to a different customer (ex. From vehicle leasing company to vehicle lessor)	X			
18	Ability to track and define scofflaws and download scofflaw information to handheld citation units	X			
19	Ability to generate and print notification letters while maintaining an audit trail within the application. Direct access to letter history should be provided as well as storing a copy of the letter in the history	X			Data Ticket will be responsible for generating and sending all notices.
20	Ability to e-mail notification letters while maintaining an audit trail within the application. Direct access to letter history should be provided as well as storing a copy of the e-mail in the history			X	eMailed notification letters have not been letters have not been approved by DMV nor has an code enforcement entity approved the sending of notices electronically.
21	Ability to define one violation per citation and to support accumulated violations	X			
22	Ability to transfer citation balance due items to organization-wide account/billings receivable system	X			
23	Ability to define whether a violation uses accumulation or escalation	X			
24	Provide a detailed list of the history of customer association with a citation. The information should include, but not be limited to, the user who created, removed or changed the customer association	X			
25	Ability to insert an unlimited amount of user-defined fields. Field definitions include data type (date, flag, character, etc.), field title, length of field, etc.	X			
26	Ability to automatically assess escalations/late fees to citations meeting criteria without the user initiating the process	X			

27	Ability to automatically generate letters/e-mails for overdue citation notices without the user initiating the process	X			
28	Ability to "freeze" a citation from accruing late penalties and receiving notices	X			
29	Ability to generate a letter "on-the-fly" directly from the citation record. The letter or email generated must be recorded in the Citation and Customer's Letter histories as well as a copy of the letter or email sent	X			

Citation Appeals and Hearings Capabilities:
Data Ticket is the only citation processing agency that has a 100% dedicated Appeals Department that focuses all its time on 1st level Administrative Reviews and 2nd level Administrative Hearings. Each member of this Department has gone through the California Public Parking Association's administrative review and hearing officer training and each member attends an annual review course provided by the CPPA.

Our Solution offers for a 100% paperless adjudication process that allows the City, Appellants and Data Ticket to manage the adjudication process from start to finish. Those citations that are appealed via US Mail are placed on hold by our Appeals Department and all documentation received is scanned and attached to the citation. This means City Personnel will simply login to our Solution to view all citations on a 1st Level Review Hold and view all supporting documentation,

After a disposition has been entered, our Solution will automatically generate a disposition letter and, based on the date and time the disposition is entered, it will either be mailed via first class mail the same day or the following day.

Our Solution provides our Clients with the ability to view and reprint adjudication letters at any time directly from the Internet. In addition, City Personnel will have access to generate a real-time report that provides details on all Adjudication related matters. This report may be run at any time for any timeframe.

Our Solution stores all historical data regarding a citation; in addition, once a citation record is created in the system, we will not purge this record from our database, ever. This is important as many citation processing agencies purge data after a period to reduce the amount of data on their servers. Data Ticket believes the City's data should be made available to the City as long as the City is a Client.

Our Solution provides for a completely paperless Administrative Hearing Process if so desired. The City, Appellants and Data Ticket will be able to manage the Hearing process in much the same way 1st Level Reviews are processed.

Administrative Hearings requested via our Solution will have all supporting documentation attached to the citation. Similarly, Administrative Hearings Requests made via US Mail will be processed the same day received, supporting documentation will be attached to the citation and the citation will be placed on an Administrative Hearing Hold.

Our Adjudication Department will work directly with City Personnel and the selected Hearing Officer to schedule Hearings to be performed in Person. Our Solution also supports Administrative Hearing Requests to be performed via paper and via the phone.

Concluding the Hearing, the Hearing Officer will simply enter their disposition into our Solution, and we will be responsible for sending the disposition letter via first class mail. All Hearing Schedule Letters and Hearing Disposition letters will be attached to the citation record in our Solution, so City Personnel can view all documentation in a single location.

Our Solution provides our Clients with the ability to view and reprint adjudication letters at any time directly from the Internet. In addition, City Personnel will have access to generate a real-time report that provides details on all Adjudication related matters. This report may be run at any time for any timeframe.

	Citation Appeals and Hearings Capabilities: This software must track the citation appeal and hearing process. When an appeal record is created, the information relating to a citation must be automatically copied into the appeal records as the citation number is entered	Meets	Does not meet	Meets Alternatively	Additional Explanation
1	Ability to require an appeal to have a hearing or apply the result with requiring a hearing	X			
2	Enter user-defined result codes to indicate appeal outcome	X			
3	Provide an extensive notes field (including date of the note, note type, and comments)	X			
4	Ability to attach digital pictures, files or documents to the appeal record	X			
5	Allow for the adjustment of the citation's final amount due by an authorized person and keep track of all adjustments made to the record	X			
6	Relationally link and simultaneously update citation files	X			
7	Ability to set revised due dates	X			
8	Ability to put citations on hold (no further accumulation of late days, fees or notices) while appeal is in process	X			
9	Allow direct access to the citation, customer, and receipt records	X			
10	Ability to generate and print and/or e-mail appeal decisions and/or letters on demand for a single hearing or in batch for multiple hearings. This feature must allow the user to call up one of several standard customer-defined appeal response letters in the database file and have information about the citation, customer and vehicle information automatically entered on the standard letter	X			Per the above explanation, DMV has not provided guidance and/or approval for emailed correspondence.

EQUIPMENT/HARDWARE/SOFTWARE REQUIREMENTS SPREADSHEET

11	Ability to automatically generate letters and e-mails for hearing notification/results notices without the user initiating the process	X			Please see earlier comments regarding emailed correspodence.
12	Direct access to letter history should be provided as well as storing a copy of the letter in the history	X			
13	Contain a user-defined appeal note code that allows users to read why an appeal was upheld/denied as well as the ability to print this information on letters generated within the software	X			
14	Display a message if a citation is currently on appeal	X			
15	Allow for user-defined appeal types (oral, written, 2nd appeal, etc.)	X			
16	Ability to appeal multiple citations on a single hearing record	X			
17	Provide visual displays on records with attachments	X			
18	Ability to insert an unlimited amount of user-defined fields. Field definitions include data type (date, flag, character, etc.), field title, length of field, etc.	X			
19	Provide direct access to financial information related to the citation. This includes payments, adjustments, late/fees, appeal reductions, etc.	X			
20	Provide a brief color-coded summary and direct access to all information and invoices associated with a hearing on a single screen (e.g. customer, citations, receipts (payments), etc.). This summary screen should make use of color schemes and readily identifiable icons to expedite user recognition as well as provide context sensitive menus	X			
21	Provide configuration options for the time limit to appeal a citation and also whether payment is required before the appeal	X			
22	Contain a user-defined appeal note code that allows users to read why an appeal was upheld/denied as well as the ability to print this information on letters generated within the software	X			
23	Include a judgment decision note field which can be incorporated in the automated hearin	X			

Vehicle Registration:
Our Solution is online with California DMV for registered owner information and has been for the past 29 years.

We are the only vendor in the industry who, within 1-2 minutes of receipt of a citation, obtains CA registered owner information via an online connection with CA DMV. In addition, our Solution provides for the ability for City Personnel to lookup a license plate and/or VIN, real-time at CA DMV, thus removing the reliance on CLETs for non-sworn Officers. No other vendor offers this service.

Our in-house Operations Department reviews all citations daily that are returned as a make/mismatch from DMV. In the event a Make Mismatch occurs, the citation is automatically placed on the real-time Make Mismatch report available to the City 24/7.

Our Operations Department reviews all “No Hits” to ensure the data provided on the citation is accurate. In addition, Data Ticket provides our Clients with a real-time report where they can view all citations for which a “No Hit” was received. Finally, Data Ticket attempts to obtain a registered owner once every 30 days from all DMVs to ensure we obtain a registered owner as soon as one is available. In addition, we will also resubmit citations upon request to determine if a registered owner is available.

Registered Owner Retrieval from Out-of-State DMV

Data Ticket obtains registered owner information for out-of-state plates utilizing a combination of direct access methods for states like Arizona, Florida, Illinois, Maryland, North Carolina, Nevada, Ohio, Oregon, Pennsylvania, Texas and a variety of others.

In addition, we utilize NLETs to obtain out of state registered owner information from states that do not provide direct access.

NLETs functions much like a CLETs interface whereby Data Ticket has access to out-of-state registered owner information 24/7, compared with dependence on each individual state.

DMV Registration Holds / Releases
Data Ticket Staff also can place holds and releases manually. In the event the City requires a manual hold or release be placed, that will be processed the same business day the request is received.

Real-time, through our online connection with DMV, Data Ticket places California registration holds and releases. In addition, our connection to California DMV is different from the City's current vendor and many other vendors. Our connection automatically provides us with next day confirmation that a registration hold or release was successful.

Other processing vendors do not get that confirmation until the monthly DMV file is provided by DMV. This significantly impacts the ability to process holds and releases effectively as it means there could be up to 4 weeks of duration before the City can be guaranteed a hold or release was successful.

	Vehicle Registration: This software must provide for the complete control of the vehicle registration process, including:	**Meets**	**Does not meet**	**Meets Alternatively**	**Additional Explanation**
1	Ability to view all activity associated with a vehicle including permits, citations, handheld notifications (messages sent to the handheld), and notes	X			
2	Ability to link multiple customers to a vehicle	X			

3	Ability to define vehicle assignment categories, such as registered owner, driver, rental car, etc.	X			
4	Ability to prioritize drivers and assign unique registration numbers	X			
5	Ability to manage and process the State of Indiana plate type series	X			
6	Maintain Vehicle Ownership and Plate Type information	X			
7	Ability to establish current liability for the vehicle	X			
8	Provide access to a DMV retrieval service for most states	X			
9	Ability to insert an unlimited amount of user-defined fields. Field definitions include data type (date, flag, character, etc.), field title, length of field, etc.	X			
10	Ability to send custom vehicle notifications to the handhelds, notifications includes a start and end date, notification type and comments. (Examples: do not ticket or tow, VIP, etc.)	X			
11	Support the attachment of scanned documentation, digital images or other electronic items to the record	X			
12	A visual indicator displays on records with attachments	X			
13	Extensive notes field (including date of the note, note type, and comments)	X			
14	Provide a complete list of invoices (citations, permits, etc.) related to the vehicle and the ability to go directly to one of those listed record	X			
15	Provide a brief color-coded summary and direct access to all information and invoices associated with a vehicle on a single screen (e.g. customer, citations). This summary screen should make use of color schemes and readily identifiable icons to expedite user recognition as well as provide context sensitive menus.	X			
16	Create scofflaw files based on the citations associated with a vehicle	X			
17	Provide a scofflaw flag on the vehicle record for easy identification	X			
18	The system should automatically remove the active scofflaw flag if the vehicle no longer meets the scofflaw requirements	X			
19	Provide a detailed audit trial of activity related to the vehicle	X			

Customer Tracking:
Data Ticket's Citation Management System is 100% web-based. The entire system is accessible using individual usernames and passwords. Any City Personnel with access to the Internet and a web browser may access the system using a unique username and password that will be set up during the implementation phase. In the event new individuals require access to the system or individuals with existing access need their access level modified, Data Ticket will update the access levels the same day the request is made at no cost to the City.

Access by City Personnel is granted by a citation number, notice number, vehicle license number and State, name, or VIN. Data displayed once a valid search criterion is used is:

- All citation level information that was entered on the citation, including VIN
- All photographs, videos and voice recordings taken at the time of the citation issuance and transmitted to Data Ticket
- Current status of the citation, provided in bolded text
- DMV Inquiry date and hold and release information and dates, including registered owner information, with address and registration expiration date
- Delinquent notice history, including date sent, date due, address sent to, registered owner, make of the vehicle and amount due
- Adjudication history, including date the citation was placed on a review and hearing hold, date hearing was scheduled for, date hearing schedule letter was sent, judgment, date judgment was entered, date judgment letter was sent, disposition information, hearing officer name, complete appeal description, images attached as part of the adjudication process and a complete description of the reason for appeal if the appellant appealed online
- Payment information, including payment type, payment received date, check date, check number, deposit date, payment location, amount paid and returned check date or credit card chargeback date
- Penalty history including penalty date, penalty amount
- Registered owner information as provided by DMV, including registration date and any names listed on the registration, VIN, make and model
- All phone notes as entered by our Customer Service Representatives and any other personnel who have a username and password
- The number of citations for each registered owner and the number of citations issued for each state / plate
- Vehicle registration history
- A complete audit trail of the citation, including a username and date for every transaction
- Citation simulation for reproduction and printing at the City

- Scanned images related to Adjudication, payment backup and other matters

During the implementation phase and throughout the life of the contract, the City will have the opportunity to define the user access levels for everyone provided with access to the system. Access to the system by the City includes the ability to:

- Enter voids with reason codes or full comments
- Enter dismissals with reason codes or full comments
- Enter letter data with the ability to add custom notes
- Place holds (extensions) on citations and enter a hold date and a reason
- Enter promissory notes with extension dates
- Enter review and hearing notices and comments
- Enter review and hearing dispositions, including notes and comments
- Enter or request citation data corrections
- View photos of the violation in the format they are sent
- Enter phone notes to be viewed by the City and Data Ticket only
- Enter or request citation data corrections and violation changes
- Reduce citation dollar amounts
- Enter refunds performed at the City
- Enter NSFs received by the City
- Enter payments taken at the City
- View a complete adjudication history, including supporting documentation
- Enter dispositions related to Administrative Review Requests and Administrative Hearings
- Generate, print and re-print Adjudication letters
- Print receipts for citations that have been paid

In addition, our website provides a complete audit trail of the registered owner and any changes made due to a release of liability, a change due to a renter or lessee, or any other change. Finally, City Personnel will have the ability to view a complete audit trail for every citation in the system.

Violator Inquiry

Data Ticket will be responsible for responding to all inquiries and initial complaints regarding the status of dispositions of citations, vehicle registration and all other aspects related to parking citation processing. Data Ticket will provide a live Customer Service Department consisting of bi-lingual customer service representatives, speaking both English and Spanish, who will have been trained to handle all aspects of parking citations processing as it relates to the public.

The Customer Service Department will be available Monday – Friday from 8am – 5pm, Pacific time. We will ensure our Customer Service Representatives are thoroughly trained to handle each call and perform in a manner that is consistent with how the City would handle customer service.

All phone numbers provided to the public are toll-free and all Customer Service Representatives follow a script to keep them on point. All inbound and outbound customer service calls are digitally recorded and can be provided individually upon request.

Data Ticket provides a toll-free, bi-lingual Interactive Real-time Voice Response system for all inquiries. The IVR provides general citation information, specific citation information and allows for payments to be made via credit or debit card, 24/7.

All credit / debit cards are authorized and processed real-time. Chargebacks are handled by Data Ticket as we will be utilizing our merchant ID.

Data Ticket recommends all web traffic is directed to the City’s website and from there, individuals are provided a link to our Solution that provides customers with a branded, cohesive user interface.

EQUIPMENT/HARDWARE/SOFTWARE REQUIREMENTS SPREADSHEET

	Customer Tracking	Meets	Does not meet	Meets Alternatively	Additional Explanation
1	One unique account number issued per customer	X			
2	Display of balance due with convenient access to detail	X			
3	Ability to view a summary section with direct access to all information and invoices associated with a customer on one screen (e.g. citations,vehicles, appeals, boot/tow records, properties, payments, etc.)	X			
4	Unlimited number of addresses (physical and e-mail) per individual	X			
5	User-defined address types (home, work, school, etc.)	X			
6	Ability to prioritize multiple addresses	X			
7	Capacity to apply held monies to a customer account with complete audit trail	X			
8	Ability to define E-mail address types (work, home, etc.)	X			
9	Driver's license number field	X			
10	Insert an unlimited amount of user-defined fields. Field definitions include data type (date, flag, character, etc.), field title, length of field, etc.	X			
11	Ability to send user-defined customer statements in a variety of formats to inform customer of all outstanding invoices on account (citations, permits, boot/tow, etc.)	X			
12	Direct access to letter history should be provided as well as storing a copy of the letter in the history.	X			
13	Extensive notes field (including date of the note, note type, and comments)	X			
14	Ability to define addresses as invalid	X			
15	Ability to identify potential duplicate customer records with option to merge the duplicate records into one	X			
16	Provide a brief color-coded summary and direct access to all information and invoices associated with a customer on a single screen (e.g. citations, permits, vehicles, appeals, boot/tow records, third party billings, receipts (payments), associated properties, etc.). This summary screen should make use of color schemes and readily identifiable icons to expedite user recognition as well as provide context sensitive menus to allow appropriate edits, additions, status changes, and payment options, etc.	X			

17	Support the attachment of scanned documentation, digital images or other electronic items to the record	X			
18	A visual indicator displays on records with attachments	X			
19	Create scofflaw files based on the customer and not the vehicle	X			
20	Provide a scofflaw flag on the vehicle record for easy identification	X			
21	The system should automatically remove the active scofflaw flag if the vehicle no longer meets the scofflaw requirements.	X			
22	Associate free-form financial transactions and adjustments to a customer	X			
23	Direct access to receipts (payments) associated with the customer	X			
24	Direct access to financial information related to the customer. This includes invoices, payments, adjustments, etc.	X			
25	Direct access to a customer's association with a property	X			

Payment Capabilities:
Data Ticket provides for the acceptance of payments via US Mail. Correspondence and payments accepted via our Newport Beach PO Box are picked up daily by 7:00am and delivered via a bonded, insured courier to our office for processing. All incoming mail is sorted, opened and batched by postmark or received date, depending on the City's requirements.

Payments received via US Mail are processed in-house and deposited within 24 hours of receipt. As payments are made, the City will have access to real-time reports, available 24/7 and reflecting each payment. Daily and monthly, Data Ticket reconciles deposits made to ensure all payments have been properly accounted for. All backup received with payment data is scanned and stored on our network for as long as the City is a Client. In addition, all bank deposit information will be stored on behalf of the City for as long as the City requires.

Our Solution accepts Visa, MasterCard, Discover and ***American Express*** credit / debit cards via the Internet, our bi-lingual automated voice response system (IVR), via our live, bi-lingual Customer Service Representatives and via Client specific locations. Online payments are authorized and processed real-time and the Citizen is provided with a confirmation number that matches the real-time authorization number.

Our website and IVR will be available to the City and its Customers 24/7. We do not have any scheduled downtime during which our Solution is not available. Our live, bi-lingual Customer Service Representatives are available Monday – Friday from 7am – 5pm Pacific. Our Solution is PCI Compliant to provide the City and the public with the peace of mind that our Solution is hacker-safe and credit card information is kept in the highest regard.

Payments received and processed via check, cash and money order can either be deposited into the City's bank using a courier or they can be deposited into the City's bank using Check 21 or remote check deposit. Additionally, the City may elect to utilize an escrow bank account. If the City elects to utilize an escrow bank account, daily all checks and money orders will be deposited directly into the escrow account using Remote Check Deposit (RCD).

Weekly, Data Ticket's Accounting Department will reconcile the account and issue refunds to those individuals who are due a refund. Additionally, the account is reconciled at month-end using the funds in the account to pay the Data Ticket invoice, pay the City's County / State surcharges, and issue a check or wire to the City for the net collections. Finally, credit / debit cards accepted are reconciled and disbursed at month-end.

	Payment Capabilities: The software must allow for direct posting to the proper financial account(s) and complete convenient access to virtually any information in the system without leaving the cash management module.	Meets	Does not meet	Meets Alternatively	Additional Explanation
1	Posting of payments for citations, and NSF penalty fees	X			
2	Ability to accept and post both payments in full and partial payments as well as apply credits from an existing customer balance	X			
3	Ability to write-off balance of citation during acceptance of payment. This function must be	X			
4	restricted to authorized users and the maximum authorized write-off amount must be variable based on an individual user's access profile	X			
5	Ability to enter payments before citation information has been imported from handheld ticketwriters and have the information automatically updated when the citation is later uploaded from the handheld ticketwriter	X			
6	The system should have the ability to print each receipt to a variety of printers in a variety of formats, including point of sale receipt printers	X			
7	User-defined payment methods (i.e. cash, check, credit card, interdepartmental check)	X			

EQUIPMENT/HARDWARE/SOFTWARE REQUIREMENTS SPREADSHEET

8	Restrict payment methods by a customer's classification	X			
9	Separate module for quick and easy batch application of citation mail-in payments	X			
10	Capability to mark NSF check receipts, add associated fees, send customer defined standard NSF check notifications and have the option to activate the "Do Not Accept Checks" feature in one easy process	X			
11	Extensive "notes" field on each register tape (e.g. to indicate why there are discrepancies between the expected balance and the actual balance)	X			
12	Ability to facilitate third party sales (i.e. an individual purchases a permit but the bill for the permit is directed to a third party)	X			
13	Ability to print receipts on demand and reprint receipts	X			
14	Ability to establish payment plans	X			
15	Ability to endorse checks	X			

Notice and Letter Generation Manager:
Data Ticket will be responsible for the generation and mailing of all notices on behalf of the City. City Personnel will have the ability to view and re-print all notices previously generated and mailed by Data Ticket. Data Ticket will be responsible for mailing all 1st Courtesy Notices for citations unpaid after the City's specified timeframe. These notices will be mailed via 1st Class Mail daily as soon as a citation is eligible to have a notice sent. In addition, a 2nd 1st Courtesy Notice will be mailed to a Renter or Lessee when a rental car agency or a leasing agency provides the corrected information.

Our Solution sends all notices daily, dependent upon the event and/or the timeframe defined by the City. Each citation is treated independently so as each citation has fulfilled the requirements set forth by the City, the appropriate notices are sent.

All notices contain the following data:

- Citation number
- License plate
- Vehicle make
- Violation(s) code and description
- Dollar amount owed at each of the escalation dates
- Citation date
- License plate state
- Notice date
- Location of the violation
- Amount due

In addition, all notices define how to:

- Pay for the citation
- Appeal the citation (if applicable)
- Inquire about the citation
- Obtain signoff (if applicable)
- Provide proof of non-liability.

Each notice, except for the FTB notice, allows for customized text to be defined by the City and each notice provides a toll-free, bi-lingual telephone number that is answered by both a bi-lingual IVR (integrated voice response) system and bi-lingual customer service agents that are all in-house.

All notices are printed on a full sheet of paper on the front and back and are sent in a #10 windowed envelope which includes a #9 windowed envelope for the return of payment, appeal or additional correspondence. In addition to the allowance of the submission of check or money order, recipients may also submit a credit/debit card number for processing if the City allows.

	Notice and Letter Generation Manager: The software must provide a module to allow for the notification of overdue invoices (includes citations, permits, events, etc.), permit renewals, and hearing results. Each letter must be printed and/or e-mailed based on customer-defined criteria such as but not limited to "days past citation issuance" for a given license number.	**Meets**	**Does not meet**	**Meets Alternatively**	**Additional Explanation**
1	Ability to generate customer statements	X			
2	Ability to generate citation overdue notices	X			
3	Ability to generate hearing notification or results notices	X			
4	Send notices and letters by e-mail	X			Please see notes about eMail.
5	Allow the user to prioritize address types (address types must consist of both e-mail and address types)	X			
6	Allow the user to define/create different types of standard letters, including letters specifically for Appeals, Permit Renewals, Account Statements, Citation Billing, Multiple Overdue Notices, etc., for storage in the database file	X			

7	For each type of standard letter in the database file, the software must allow the user to print only one such letter applicable to only one citation, vehicle, or customer or the complete "batch" of that type of letter for all applicable citations, vehicles or customers when certain user-defined conditions are met	X			
8	Allow the user to delineate the specific combination of conditions that must exist in order to trigger the printing of each standard letter type for a particular citation, vehicle or registered owner. Definable conditions should include but not necessarily be limited to: number of days citation has been outstanding (unpaid), number of unpaid citations, letters for a specific state license plate only. Users should be able to combine these conditions using logical operators to form more complex situations	X			
9	Allow certain defined fields in each standard letter type to be automatically filled in by accessing data in the database file at the time of printing (i.e. customer name and address, etc.). Such defined blank fields for automatic data entry should include but not necessarily be limited to: individual listing of each unpaid citation, total dollar amount due, specific details for each outstanding citation, vehicle description information, registered owner information and customer authority name and address information	X			
10	Allow letters to be printed on a standard printer that can be accessed via a local workstation	X			
11	Ability to "roll back" letters, if they were generated in error	X			
12	Allow an unlimited number of user-defined letter headings to be selected by letter type. The user-defined letter headings should contain name, department, address, city, state, zip code, and phone number.	X			
13	Allow for the customer unique ID number to be suppressed on letters/e-mails.	X			
14	Generate and print notification letters while maintaining an audit trail within the application. Direct access to letter history should be provided as well as storing a copy of the letter in the history.	X			

EQUIPMENT/HARDWARE/SOFTWARE REQUIREMENTS SPREADSHEET

15	E-mail notification letters while maintaining an audit trail within the application. Direct access to letter history should be provided as well as storing a copy of the e-mail in the history	X			Please see prior notes about email.
16	Automatically generate letters/e-mails for overdue citation notices without the user initiating the process	X			

Extensive Report Generation:
Data Ticket will maintain provisions for proven database management and software and all required servers. Data Ticket will provide the City with a fully hosted Software as a Service (SaaS) Solution.

The City will not be responsible for any installation, maintenance or enhancements associated with any hardware or software. Data Ticket will take responsibility for the entire Solution.

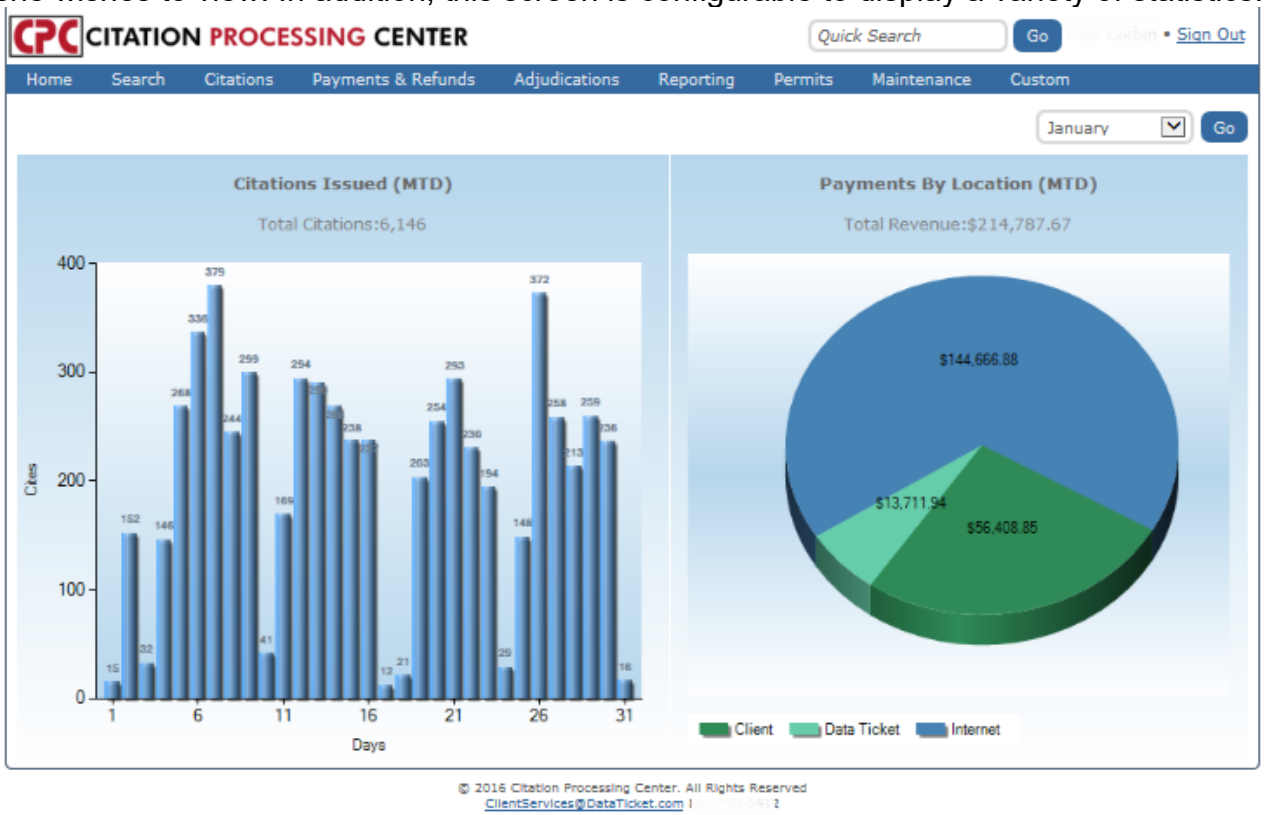
Data Ticket takes the security of the data that we hold be behalf of our clients very seriously. We realize we hold Personally Identifiable Information that does not belong to us. All data that resides on our servers belongs to our clients. At any time, the City may request a copy of their data and if the City ever requires a daily feed of data, we are happy to provide it in an automated manner.

Data Ticket does not purge our clients' data unless specifically required to do so. We find this provides our clients with the ability to generate real-time reports on a full set of data whenever required. If the City's current vendor has maintained the City's data since 1992, we would recommend we convert all that data if the city is open to it. Again, this will provide the city with the ability to generate statistical reports for the last 24 years which can be invaluable.

Parking citations and permits generate a tremendous amount of data. That data is only useful if you have the right tools to report on that data. Our Solution provides for over 200 reports that can be run real-time for any time-period required. While this sounds impressive, we realize not all Agencies have the time to run reports. Our Client Services Department will gladly provide any reports required at any time to the City. It's just part of the exceptional Customer Service we provide.

If the City chooses to run reports on their own, all of Data Ticket's reports are available to City Staff real-time, online. There is no limit to the amount of reporting the City can generate. In the event the City ever requires a custom report or additional fields or optional criteria on a report, we will gladly add the custom report, field or optional criteria at no charge.

On the following pages we have provided an overview of a small sampling of the reporting we provide to our clients, online. On the following page is a screen shot of our Reporting Home page that displays citation statistics in a graphical manner for our clients. As you can see from this screen shot, a dropdown box is provided in the top right corner that allows the user to select the month that he/she wishes to view. In addition, this screen is configurable to display a variety of statistics.



PROPRIETARY AND CONFIDENTIAL TO DATA TICKET, INC

Our Solution provides the ability to select from Standard Report, Permit Reports, Adjudication Reports and My Reports. Below and on the following pages, we have provided samples of some of the available reports. Each of these reports can be generated in Summary or Detail mode, depending on the user's requirements.

Sample Officer Summary Report:

Officer Summary Report

Date Range: 12/01/2017-12/11/2017 — All Departments

Badge	Officer Name	Citation	Cite Date	Time	Plate	State	Make	Location	Status	Owing	Municipal Codes
0849	CRISTO	010	12/0	07:48	7Y	CA	FORD	LAC-LOT I, 4901 E CARSON ST LONG BEACH,CA 90808	Open	$49.00	V21113.A
0849	CRIST	010	12/0	08:15	7	CA	TOYT	LAC-LOT M (VETS), 4901 E CARSON ST LONG BEACH,CA 90808	Hold	$49.00	V21113.A
0849	CRIST	010	12/0	09:49	7	CA	HOND	PCC-LOT 1, 1305 E PCH LONG BEACH, CA 90806	Void	$0.00	V21113.A
0849	CRIST	010	12/0	09:50	7	CA	HOND	PCC-LOT 1, 1305 E PCH LONG BEACH, CA 90806	Open	$49.00	V21113.A
0849	CRIST	010	12/0	09:53	7	CA	DODG	PCC-LOT 1, 1305 E PCH LONG BEACH, CA 90806	Open	$49.00	V21113.A
0849	CRIST	010	12/0	09:57	7	CA	TOYT	PCC-LOT 1, 1305 E PCH LONG BEACH, CA 90806	Open	$49.00	V21113.A
0849	CRIST	010	12/0	10:00	7	CA	STRN	PCC-LOT 1, 1305 E PCH LONG BEACH, CA 90806	Open	$49.00	V21113.A
0849	CRIST	010	12/0	10:07	4	CA	LINC	PCC-LOT 1, 1305 E PCH LONG BEACH, CA 90806	Open	$49.00	V21113.A
0849	CRISTO	010	12/0	10:18	5J	CA	TOYT	PCC-LOT 1, 1305 E PCH LONG BEACH, CA 90806	Closed	$0.00	V21113.A

Sample Citation Status Report (Summary):

Citation Status Report

Date Range: 12/01/2017-12/14/2017 — All Departments

Status	# Citations	Original	Charges/Fees	Payments	Owing
Closed	14	$1,023.50		$1,023.50	$0.00
On Hold	4	$226.00			$226.00
Open	222	$14,314.00			$14,314.00
Warn	10	$0.00			$0.00
Totals:	**250**	**$15,563.50**	**$0.00**	**$1,023.50**	**$14,540.00**

4 records matched your report criteria (Including: Current and Delinquent Citations, Sorted By: '# Notices')

Report Generated 12/14/2017 @ 12:28:37 PM. Powered by Citation Processing Center, a Data Ticket Inc. Property.
Export to Excel

Sample Citation Status Report (Detail):

Citation Status Report

Date Range: 12/01/2017-12/14/2017 — All Departments

Citation	Cite Date	Time	Plate/VIN	State	Make	Location	Status	# Notices	RO	Appealed?	DMV Hold?	FTB?	Original	Charges/Fees	Payments	Owing
BE	12/	04:23	7G	CA	TOYT	3743 BE	Warn	0	New	No	No	No	$0.00			$0.00
BE	12/	02:30	XP	CA	PETE	5500 LI	Warn	0	New	No	No	No	$0.00			$0.00
BE	12/	02:56	8A	CA	LEXS	7107 HI	Closed	0	Hit	No	No	No	$56.50		$56.50	$0.00
BE	12/	02:57	6X	CA	TOYT	6309 HI	Warn	0	New	No	No	No	$0.00			$0.00
BE	12/	03:29	7Y	CA	MITS	6325 BI	Open	0	Miss	No	No	No	$56.50			$56.50
BE	12/	04:16	6T	CA	HOND	7108 O	Closed	0	New	No	No	No	$56.50		$56.50	$0.00
BE	12/	04:00	6T	CA	TOYT	6809 VI	Hold	0	Hit	Yes	No	No	$56.50			$56.50
BE	12/	03:00	5X	CA	NISS	6315 LO	Closed	0	New	No	No	No	$56.50		$56.50	$0.00
BE	12/	03:55	4A	CA	TOYT	4679 NI	Closed	0	Hit	No	No	No	$56.50		$56.50	$0.00
BE	12/	02:20	7B	CA	FORD	6336 W	Closed	0	Hit	No	No	No	$56.50		$56.50	$0.00
BE	12/	02:46	5C	CA	BMW	6324 RI	Hold	0	Hit	Yes	No	No	$56.50			$56.50
BE	12/	02:55	5S	CA	JEEP	6322 CA	Closed	0	Hit	No	No	No	$56.50		$56.50	$0.00
BE	12/	02:56	7M	CA	HOND	6232 PA	Open	0	Hit	No	No	No	$56.50			$56.50

ALL IMAGES PROPRIETARY AND CONFIDENTIAL TO DATA TICKET, INC

Payments Grouped by Received Date (Summary):

Payments Grouped by Received Date

Date Range: 12/01/2017-12/14/2017 — All Departments

Location	Sub-Location	# Citations	Net Amount	Reversals	# Reversals
Client	OTC	43	$2,944.50	$0.00	0
Data Ticket		4	($169.50)	$0.00	0
Internet		75	$5,169.75	$0.00	0
Totals:		**122**	**$7,944.75**	**$0.00**	**0**

3 records matched your report criteria (Including: Current and Delinquent Citations, Sorted By: 'Citation')

Report Generated 12/14/2017 @ 12:35:00 PM. Powered by Citation Processing Center, a Data Ticket Inc. Property.
Export to Excel

Payments Grouped by Received Date (Detail):

Payments Grouped by Received Date

Date Range: 12/01/2017-12/14/2017 — All Departments

Payment Location	Payment Sub Location	Citation	Paid Amount	Date Paid	Transaction Date
Client	OTC	BE[illegible]	$113.00	12/11/2017	12/11/2017
Client	OTC	BE[illegible]	$56.50	12/11/2017	12/11/2017
Client	OTC	BE[illegible]	$113.00	12/05/2017	12/05/2017
Client	OTC	BE[illegible]	$113.00	12/12/2017	12/12/2017
Client	OTC	BE[illegible]	$84.75	12/11/2017	12/11/2017
Client	OTC	BE[illegible]	$84.75	12/04/2017	12/04/2017
Client	OTC	BE[illegible]	$56.50	12/04/2017	12/04/2017
Client	OTC	BE[illegible]	$84.75	12/07/2017	12/07/2017
Client	OTC	BE[illegible]	$84.75	12/07/2017	12/07/2017
Client	OTC	BE[illegible]	$56.50	12/01/2017	12/01/2017
Client	OTC	BE[illegible]	$56.50	12/04/2017	12/04/2017
Client	OTC	BE[illegible]	$56.50	12/04/2017	12/04/2017
Client	OTC	BE[illegible]	$56.50	12/04/2017	12/04/2017
Client	OTC	BE[illegible]	$56.50	12/04/2017	12/04/2017
Client	OTC	BE[illegible]	$56.50	12/05/2017	12/05/2017

Daily Posted by Client (Summary):

Daily Posted by Client Report

Date Range: 12/01/2017-12/14/2017 — All Departments

Day	# In State Payments	In State Amount	# Out of State Payments	Out of State Amount	# Orphan Payments	Orphans Amount	# Total Payments	Total Credit Payments	Total Other Payments	Total NSF	Total Reversals	Total Payments
01-Fri	2	$113.00	0	$0.00	0	$0.00	2	$0.00	$113.00	$0.00	$0.00	$113.00
07-Thu	3	$226.00	0	$0.00	0	$0.00	3	$169.50	$56.50	$0.00	$0.00	$226.00
11-Mon	11	$938.75	0	$0.00	0	$0.00	11	$458.50	$480.25	$0.00	$0.00	$938.75
12-Tue	4	$282.50	0	$0.00	0	$0.00	4	$0.00	$282.50	$0.00	$0.00	$282.50
14-Thu	4	$226.00	0	$0.00	0	$0.00	4	$56.50	$169.50	$0.00	$0.00	$226.00
04-Mon	10	$593.25	0	$0.00	0	$0.00	10	$113.00	$480.25	$0.00	$0.00	$593.25
06-Wed	2	$113.00	0	$0.00	0	$0.00	2	$56.50	$56.50	$0.00	$0.00	$113.00
05-Tue	6	$395.50	0	$0.00	0	$0.00	6	$56.50	$339.00	$0.00	$0.00	$395.50
08-Fri	1	$56.50	0	$0.00	0	$0.00	1	$0.00	$56.50	$0.00	$0.00	$56.50
Totals:	**43**	**$2,944.50**	**0**	**$0.00**	**0**	**$0.00**	**43**	**$910.50**	**$2,034.00**	**$0.00**	**$0.00**	**$2,944.50**

9 records matched your report criteria (Including: Current and Delinquent Citations, Sorted By: 'Citation', Conditions: Payment Location = 'Client')

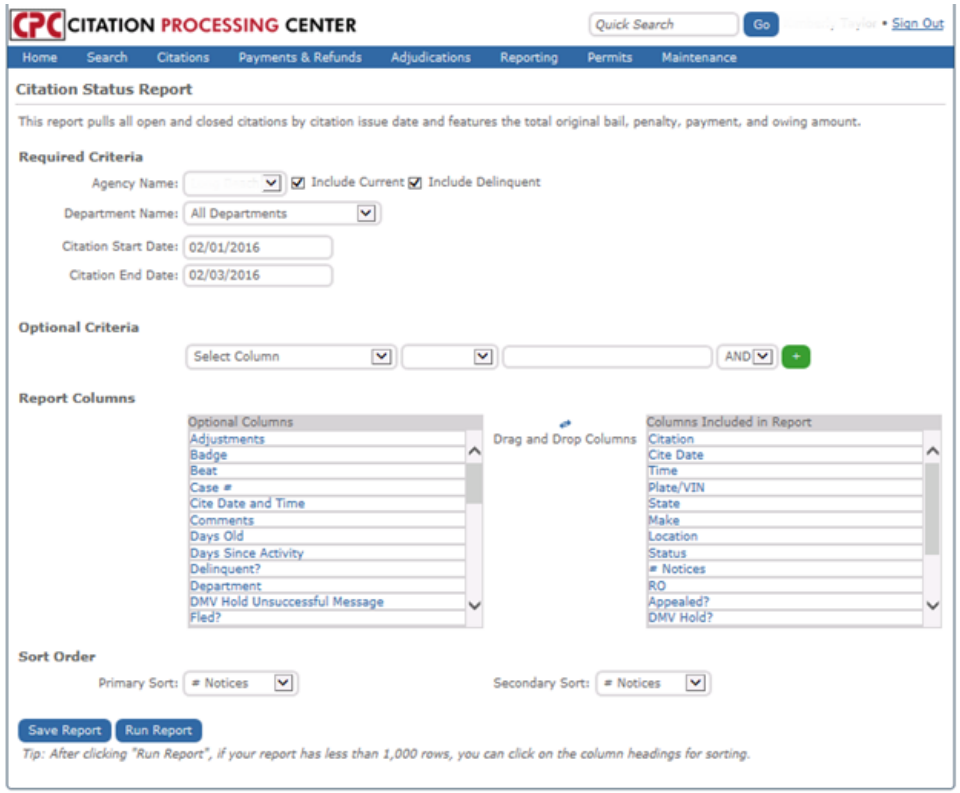
Report Generated 12/14/2017 @ 12:36:55 PM. Powered by Citation Processing Center, a Data Ticket Inc. Property.
Export to Excel

ALL IMAGES PROPRIETARY AND CONFIDENTIAL TO DATA TICKET, INC

Again, these are simply samples of the over 200 reports available for City Personnel to generate, save, print and share.

Our Solution will provide the City with the most advanced reporting capabilities using our Report Generator feature. This feature provides City Personnel with the ability to select a “Standard Report” or to select a “Data Grouping” and create custom, real-time reports. These reports can be saved, shared amongst co-workers, or just run and viewed.

Below we have provided an image of our “***Report Generator***” capability. This capability provides City Personnel with the ability to select a “Standard Report” and set Optional Criteria, as well as drag and drop Report Columns into and out of the report. If you choose, you can also start with a “Data Collection” and create a totally custom report**.**



ALL IMAGES PROPRIETARY AND CONFIDENTIAL TO DATA TICKET, INC

Once you have created a report you would like to run on a regular basis, you can save the report to a “My Reports” menu that then allows you to delete, clone or share the reports amongst co-workers. On the following page you will see an image of a user who has created custom, saved reports.

PROPRIETARY AND CONFIDENTIAL TO DATA TICKET, INC.

Our Solution will provide the City with the ability to export reports to Excel with exact precision. There is no need to manually adjust any data once exported as all data aligns perfectly in its own unique cell.

	Extensive Report Generation	Meets	Does not meet	Meets Alternatively	Additional Explanation
1	A chronological listing of citations written by violation type, parking facility location and date range	X			
2	Ability to produce predefined reports concerning citation activity, permit sales activity, and parking citation appeals activity.	X			
3	Ability to sort all reports by date range(s), ticket numbers, outstanding tickets, tickets issued by Officer ID, Tickets issued by location, tickets issued by violation, and tickets issued by time period(s).	X			
4	Ability to produce accounts receivable and write-off reports that indicate, by user-defined receivable type, the following: total dollars collected, total citations outstanding (unpaid or partially paid), and total citations disposed by disposition type over a user-defined period (e.g. monthly, annually, etc.).	X			
5	Utilize Crystal Reports, version 10 for processing standard and ad-hoc reports. The license to Crystal Reports must include a concurrent user license to run reports and a developer license to create custom reports.	X			
6	Integrate with Crystal Reports so that report execution is seamless and that the user does not see Crystal Reports execute, even when entering parameters for the report.	X			
7	Supports the import of Crystal Reports template files (.rpt files) and be able to execute these reports after they have been imported.	X			
8	Allow grouping of reports by category so as to simplify choosing a report from a list.	X			
9	Crystal Reports must provide the ability to create and export ASCII files.	X			
10	A listing of all vehicle license plates and VIN #s with "X" or more unpaid citations	X			

11	Number and percent of tickets issued by violation type during a date range	X			
12	Monthly accounts receivable report of tickets unpaid during specified date range	X			
13	An officer specific report containing tickets written by location, time of day and violation type during a specific time period	X			
14	A listing of uncollectible tickets by license plate # with ticket #(s) and total dollar amount due	X			
15	A listing of tickets by name, address and dollar amount due that have aged beyond a user-defined period that can be written off and placed in history files	X			
16	A detailed report of all activity for a given cash drawer on a given day by transaction type (bus tickets, parking tickets, permits, etc.). The report must show activity for each revenue-producing transaction category.	X			
17	A report that will provide aging status for unpaid invoices. The report can be broken down by past due statuses – such as: Current, 30 days, 60 days, 90 days, and 180 days	X			

Query Manager:
Data Ticket's Report Generator feature meets the City's requirements to create, save and share queries. In addition, Data Ticket's Operations and Programming Departments will gladly run queries and required for any City Personnel.

	Query manager: The software system must include a query manager that can be used for query building, data export, and posting (batch update). The query manager should include the following:	Meets	Does not meet	Meets Alternatively	Additional Explanation
1	Query Viewer that includes the name of the query, description, if the query is personal or shared, and if the query is associated to a task.	X			
2	Ability to maintain queries. Maintenance items include the ability to view, edit, export, import, clone, and delete queries from the query viewer.	X			
3	Query Builder that allows users to create a new query. A multi-step wizard should guide the user through the query creation process.	X			
4	Ability to use a query to edit data in batch form. This could include clearing a permit balance, changing a customer's classification, transferring citations, etc..			X	Data Ticket's programming department will assist in any area required.

EQUIPMENT/HARDWARE/SOFTWARE REQUIREMENTS SPREADSHEET

1	Ability to create file formats (e.g. ASCHII files) that readily facilitate and accommodate data import/export between all aspects of the parking management system and external agencies or departments.			X	In addition to the Report Generator feature, our programming department will create and schedule the export and/or import of data as required.

Web Services:

Data Ticket's Solution provides all service identified in the City's Web Services section of its RFP; however, we are unclear on the use of an Oracle Database as Data Ticket's SQL database should be the system of record for all parking related activities. Should the City be interested in Data Ticket providing a daily file that is scheduled to be placed on our SFTP site that the City imports into its Oracle Database, we would be happy to accommodate that request.

	Web Services: The software system must offer web services to allow external programs access to features within the application. Web services must, at a minimum, specifically interface with permit sales, citation payments, and the ability to access account information. The system should allow for the creation of a web-based interface allowing secure online transactions.	**Meets**	**Does not meet**	**Meets Alternatively**	**Additional Explanation**
1	The vendor must offer consulting services, if needed, to help guide the web implementation process	X			
2	Web services must provide a group of procedures and views that can be called from an outside system that is logged into an Oracle parking database	X			Data Ticket recommends the City use our SQL database.
3	Web services must allow a customer to find and pay all citations for which they are responsible	X			
4	Web services must allow a customer to find personal account information.	X			
5	Web services must allow a customer to edit current biographical information	X			
6	Web services must allow a customer to appeal citations.	X			
7	Web services must allow for more than one citation to be appealed on the same appeal record	X			
8	Web services must check apply any business rules defined in the Oracle parking database. This includes, but is not limited to, permit restrictions	X			
9	Web services must offer real-time interaction with the Oracle parking database			X	Data Ticket recommends the City use our SQL database.
10	Web services must be capable of operating over a secure network connection including SSL	X			
11	All activities performed by a web service must be logged in the system activity and/or financial log of the system.	X			

Web Solutions (Optional):
As proposed in our response to the Customer Tracking section of the City's RFP, our Solution provides a 100% supported website for the City's citizens and visitors to view, pay for and appeal their citations. In addition, we offer a fully supported permit solution that can be customized to meet the City's exact business rules.

	Web Solutions (Optional): The vendor must offer web development solutions for an e-commerce and customer inquiry website. The vendor must offer packaged solutions and custom development option. Vendor should be able to develop a scope document outlining the work to be performed and offer a firm price. The e-commerce website must integrate with the Oracle database. The following solutions should be made available:	**Meets**	**Does not meet**	**Meets Alternatively**	**Additional Explanation**
1	Customer Account Inquiry	X			
2	Citations Payments	X			
3	Permit Sales	X			
4	Citations Appeals	X			

Booting / Towing:
Data Ticket provides a towing / boot application for our Clients to track towing and boot incidents. In addition, Clients can setup payment plans associated with each tow / boot incident.

	Booting/Towing: The software must have a module that allows the user to process a booted/towed vehicle. This includes physically booting/towing the vehicle and releasing the vehicle to the owner.	Meets	Does not meet	Meets Alternatively	Additional Explanation
1	User-defined release codes that can also be used in standard reporting	X			
2	Ability to enter all towing agencies and impound garages with associated agency fees that are automatically applied as necessary	X			
3	Fields for entry of boot ID# and location	X			
4	Support the attachment of scanned documentation, digital images or other electronic items to the record.	X			
5	Provide "thumbnail" previews of image files so a user is not required to open each image individually to view them.	X			
6	A visual indicator displays on records with attachments	X			
7	Provide a brief color-coded summary and direct access to all information and invoices associated with a boot/tow on a single screen (e.g. customers, receipts (payments), etc.). This summary screen should make use of color schemes and readily identifiable icons to expedite user recognition as well as provide context sensitive menus to allow appropriate edits, additions, status changes, and payment options, etc.	X			
8	Extensive notes field (including date of the note, note type, and comments)	X			

Data Warehouse:
Data Ticket's Solution acts as a data warehouse for our Client's parking citation data. Additional integrations will individually be analyzed, reviewed, designed and assessed for a potential integration. Data Ticket does not typically charge for any integrations, yet we do not ever pay another vendor's integration fees. Additionally, the integration of additional data will be analyzed for the volume of data.

	Data Warehouse	Meets	Does not meet	Meets Alternatively	Additional Explanation
1	Provide a data warehouse implementation to store data from external systems when that data is relevant to parking operation logic.			X	Each external system interface will be analyzed, designed, built and tested prior to integration.
2	Ability to support an unlimited number of user-defined fields.			X	
3	Enforce business rules to limit of format data.	X			
4	Ability to accept updates to data using both batch and real-time integration tools (file importer, web services, etc.)	X			

Application Development Rights:

Data Ticket's Solution is provided to our clients as a Software as a Service (SaaS). We support our Solution wholly. Our Solution is not for sale. We will not physically install anything at the Client site. As such, custom applications cannot be built into the Solution that are specific to a single client. If a feature does not exist within our Solution and we find it is a requirement of the City, we will work with the City to analyze, design, build and test the solution as it fits within our scope of work.

	Application Development Rights	Meets	Does not meet	Meets Alternatively	Additional Explanation
1	Allow for non-commercial, custom application development against the system.		X		
2	Ability to create custom programs and have the system execute those programs in an unattended manner according to our desired schedule.		X		

Handheld Software:
Data Ticket has read and understands the City's requirements for a citation issuance application. All requirements identified in the City's RFP will be met by Data Ticket's Solution. All handheld software is developed, owned and fully supported by Data Ticket, Inc. Should the City need to replace or repair a unit, we have dedicated handheld resources available to you for troubleshooting, repairs, upgrades, general question inquiry and technical support.

Below and on the following pages is a short list of the features available in our citation issuance application:

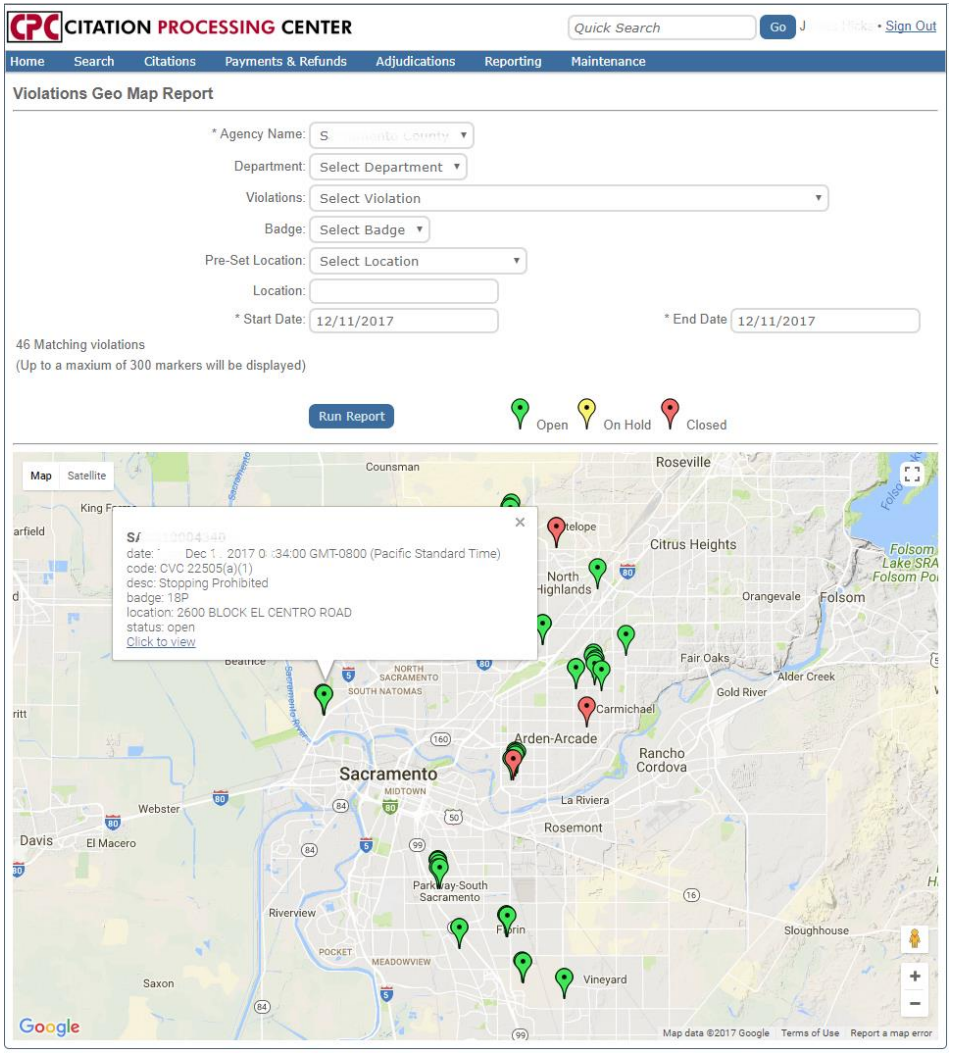
- **Live, Wirelessly Enabled Software** – Citation data is transferred wirelessly to our solution using either an automated transmission mode or a batch mode. No workstation or software is required to wirelessly transmit citations to our Solution.
- **Cite by Voice** – Officers can speak an entire citation and not once user a keyboard or stylus to issue a citation.
- **License Plate Translation** – Officers can take a picture of a license plate and the handheld software will translate the license plate into the license plate text field on the citation and attach the plate image to the citation.
- **Immediate Payment** – Because our handheld units transmit citations in real-time, citation recipients can immediately pay on their cell phone, PDA, PC or other internet connected device.
- **Bar Code / OCR Scan Line Usage** - Our handheld software utilizes the printing of barcodes and OCR scan lines to better integrate our client's financial and or cashiering systems and eliminate data entry by cashiers.
- **Real-Time Scofflaw / VIP Alerts** - Officers in the field can be notified by a visual and audible alert when a license plate is a scofflaw (habitual offender) or is on a VIP list.
- **Pre-population of Citation Data** – Upon entering a license plate number if the vehicle has been cited in the past, the vehicle information including the make, model, VIN, and color will be pre-populated on the citation
- **Prior Citation Look-up** – Upon entry of a license plate that has been cited in the past, the Officer will be alerted to the number of and types of violations issued in the past and the amount owed, if any. In addition, the citation information is used to pre-populate the current citation, saving the Officer valuable time.
- **Electronic Chalking** – Officers can perform electronic chalking that alerts them of a violator, automatically.

- **Integrated Video Recordings, Audio Recordings and Pictures** – The android based software solution includes the ability to capture video, audio and pictures and transmits them at the time the citation is transmitted. These items are then displayed to City Personnel when viewing the citation online.
- **GPS** – Wirelessly enabled citation writers can utilize the built-in GPS capabilities that provide for tracking of each device, as well as tracking and images of citation issuance areas.
- **SOS Calls** – Each handheld is programmed with an SOS button that when utilized sends, via a group or single text or via a group or single email address, the GPS Coordinates of the handheld along with an image of a map and the exact location of the handheld. This feature is used in the event an Officer requires immediately assistance.
- **Multiple Violation Issuance** – If authorized by the City, Officers can issue an unlimited number of violations per citation. Should the City require the ability to issue more or fewer violations per citations, a simple configuration change will update the handhelds immediately.
- **Warning / Courtesy Notice Citations** – The Solution provides Officers with the ability to issue warning or courtesy citations, as well as track those citations.
- **Issuance Mapping** – Our Solution can track the issuance of citations and display that in map format to understand what types of violations are being issued and where they are being issued. An image of this feature is provided below.

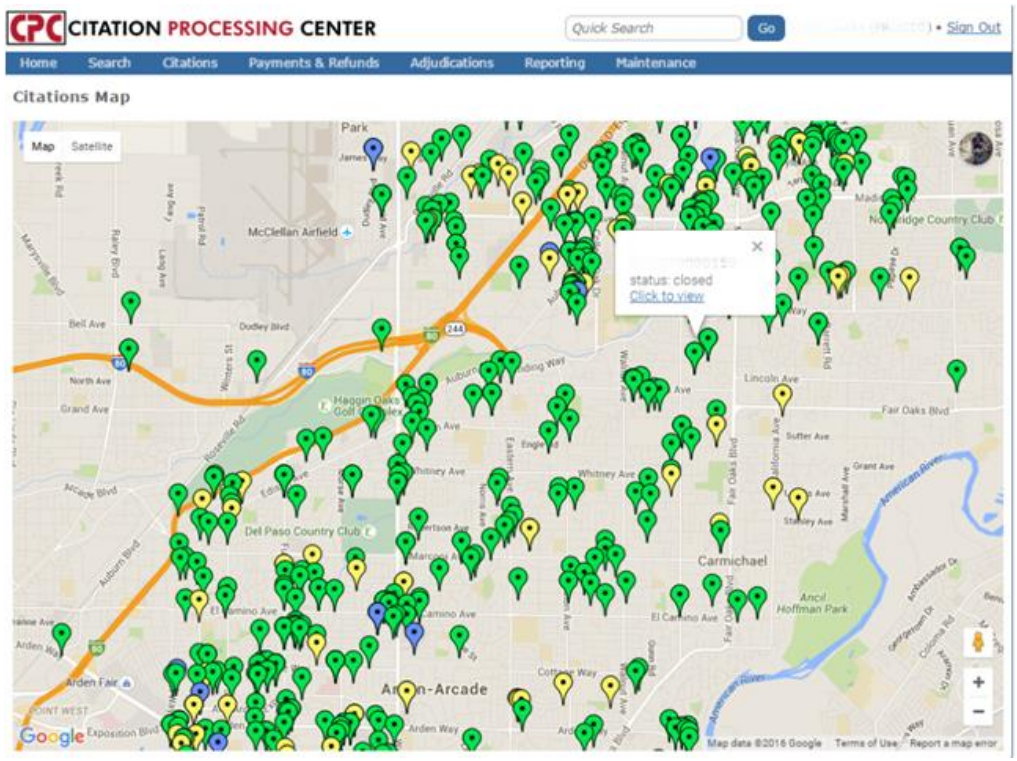
If the City elects to use one of our handheld units that can capture the GPS coordinates (latitude and longitude), City personnel will have the ability to view a Geo Mapping Report.

The Geo Mapping Report provides users with the ability to view citations issued within a specific timeframe, including the status of the citation. As you can see in the image below, the map displays violations by color and provides the ability to zoom in and out of an area, as well as to click on a citation and have it take the user directly to the citation in question.

Sample Geo Mapping Report:



PROPRIETARY AND CONFIDENTIAL TO DATA TICKET, INC.



PROPRIETARY AND CONFIDENTIAL TO DATA TICKET, INC.

Integrations with Other Vendors

We value our Clients and we support their entire Parking Program. This often means integrating with other vendors utilized by our Clients. While other vendors may charge for integration efforts, ***we will never charge a client for any integration, ever***. Below are some of the vendors with whom we have active integrations.

Passport PARKEON Genetec ParkMobile

PROPRIETARY AND CONFIDENTIAL TO DATA TICKET, INC.

Citation Transmission

Below and on the following pages we have suggested several different handheld options. While there are many methods for sending citations to our Solution, most Agencies elect for a data plan so Officers can wirelessly transmit citations from the field, simply by pressing the "Print" button at the end of issuing a citation.

If the City elects not to move forward with a data plan, Officers can still send citations wirelessly by accessing a WiFi connection in a local area but to receive updates to the handheld software, a Secure WiFi Connection or data plan will be required.

	Handheld Software	Meets	Does not meet	Meets Alternatively	Additional Explanation
1	User Interface - Handheld software must provide a user-friendly interface for ease of use and durability.	X			
2	User Configuration - The handheld software must be completely configurable so that the supervisor may select data entry fields and make them a required entry, an optional entry, or an unused field.	X			
3	Password/Security - The software must require a valid logon ID and possess two levels of security. One is to be used for system administration/configuration and the other for field personnel.	X			

4	Master Files - The system must support entry of information such as vehicle make, model, color, style, plate type, violation, location, void, and standard comment codes. The system must also support full registered owner, scofflaw, VIP, vehicle notifications and tow request files. At no time during citation entry must the user memorize codes for data entry; all entries must be selectable from a screen. This screen must employ a simple scrolling and paging function for location of data. The system must allow the user to browse these files at any time without being in citation entry mode.	X			
5	Citation Display and Edit – The system must easily allow the user to display all citation data entered to that point and to edit or modify any field without disruption of the citation entry process.	X			
6	Citation Browsing, Voiding, and Reprinting - The system must allow the user to view and void (optionally) any and all citations written by the user since the last upload of data to the host. A valid void code must be entered for the voiding of any completed citation and this code and the officer ID must be noted on exception report at the host. The system must also support reprinting of an issued citation.	X			
7	Auto Tag/Permit Search - When the license plate and permit number (if applicable) are entered during citation entry, the system must automatically search the customer, vehicle, VIP, scofflaw, and tow request files for a match. If a match is found, the customer and vehicle information must be automatically entered into the proper data fields without additional keying by the officer. If a match is found in any of the VIP, scofflaw, or tow request files, the system must supply feedback to the user. If a match is found in the scofflaw file, the system must display the number of unpaid citations, and outstanding balance.	X			
8	Time Stamping - All transactions must be time stamped by the system's internal clock. This feature may not be modified by user.	X			
9	Location - The system must support standard location codes and descriptions, location comments, block numbers, and meter numbers.	X			

EQUIPMENT/HARDWARE/SOFTWARE REQUIREMENTS SPREADSHEET

10	Comments - The system must support both standard comment codes and free-form comments. Software must allow the user to select whether the comments are printed on the citation or "hidden" and uploaded to the database.	X			
11	Fines/Violations - The system must be configurable by authorized personnel to allow field personnel to modify the standard violation fine. The system must support the entry of one violation per citation. The system should prompt the user if an additional citation should be issued to the vehicle. The system will prompt the user for information regarding the additional violation.	X			
12	Handheld Security - The handheld must have a security option so unauthorized users cannot access the system.	X			
13	Bar Codes - The software must support the capability to print a laser-quality bar code on the citation, reflecting the citation number, so that payment can later be easily and accurately applied to the correct citation during batch payment entry. The system shall support both "2 of 5" and "Code-39" (aka 3 of 9) barcode types. The system should be able to put any information (up to at least 20 characters) contained within a citation into the barcode, e.g. Citation Number, Date, Fine Amount, Impound #, License #, State, Plate Type, etc.	X			
14	User Defined Citation Print Formats - The software must allow authorized users to design an unlimited number of custom citation print formats. This includes a selection of variable fields as well as the ability to print warnings.	X			
15	Required License Plate Double Entry - The software must allow authorized personnel to select whether the license plate must be entered twice for confirmation.	X			
16	Multiple Citation Alarm - The software must allow authorized personnel to select whether they wish to check for multiple citations to the same vehicle in the same day and notify the officer of the previous citation.	X			
17	Field Permit Checks - The handheld software must provide the ability to interface with a bar code laser scanner to perform validity checks on bar coded decals and hang tags.	X			
18	Double Entry – Optional feature requiring mandatory double permit entry to reduce data entry	X			

19	Screen Order – The handheld should support presentation of citation data entry screens according to a user-specified order.	X			
20	Wireless Option – The software should support real-time wireless communications over a wireless LAN or cellular network using (assuming sufficient hardware and wireless options are purchased).	X			
21	Snapshots – The software must provide the ability to take an unlimited number of color snapshots. The software must automatically download the snapshots and associate to the appropriate citation record.	X			

Communications:
Data Ticket does not provide wireless services or hardware (modems) to our Clients other than providing a pass-thru service for handheld communications directly from the Client's preferred vendor. Our Solution relies on existing Client-provided internet access to access our citation processing solution, a data plan associated with each handheld device (if desired) and a secure wi-fi connection to obtain software updates to the handheld devices.

	Communications	Meets	Does not meet	Meets Alternatively	Additional Explanation
1	Host Communications Software - The system must offer a software manager for host communications.	X			
2	High Speed Communications - The system must offer the capability of direct host communication with multiple handheld units via high-speed data communications. High speed communications include communication speed of up to 11 Mbps using wireless 802.11b communication solution or communication speed of up to 800 Kbps for Bluetooth communication. All necessary hardware is provided by the vendor.	X			
3	Real-time Wireless Communications – The system must offer the capability of real-time in-the-field communications. Wireless communications should be offered in either 802.11b or GPRS cellular communications.		X		

Web Hosting & Database Services:
Data Ticket performs automated backups daily and removes all backups to an offsite location. Our complete disaster recovery plan will be provided upon request.

In addition, our website provides a complete audit trail of the registered owner and any changes made due to a release of liability, a change due to a renter or lessee, or any other change. Finally, City Personnel will have the ability to view a complete audit trail for every citation in the system.
Data Ticket's website is redundantly hosted on separate physically secured hardware with the following security precautions:

- All server infrastructure is secured behind firewalls with intrusion detection and prevention enabled. Specifically, SonicWall firewalls are utilized for web, Barracuda firewalls are used internally, and Cisco firewalls are used for our real-time connection to California DMV.
- All passwords are one way hashed to ensure maximum user account security.
- All website access is securely encrypted using TLS 1.2 and PCI Compliance standards.
- Nightly backups are made to ensure complete data integrity of the information maintained.
- Our system is comprised of redundant web, database, and file servers all optimized to ensure maximum redundancy and security

Throughout the life of the contract, the City will retain all ownership of the data and at no time is the data considered property of any entity other than the City before, during and after the life of the contract.

Our citation management system employs a wide variety of safety measures to be prepared for the eventuality of an emergency or disaster. All data is backed up off-site daily to be prepared for disaster recovery. Should the City require viewing our detailed disaster recovery plan, we are happy to provide it upon request.

We care about security. Our Information Security Office is responsible for working with each of our Departments to ensure that all security precautions are carefully considered and employed across all business operations. Our office utilizes a combination of redundant internet connections and equipment to maximize both uptime and resiliency. Additionally, our recent partnership with Microsoft has cloud-enabled these capabilities and allows us the capability to recover even if the entire west coast went offline.

	Web Hosting & Database Services	Meets	Does not meet	Meets Alternatively	Additional Explanation
1	Provide redundant power supply to servers	X			
2	Provide redundant internet feeds	X			
3	Perform daily backups	X			
4	Provide firewall to limit access to data	X			
5	Provide Microsoft updates and security fixes to Flex servers.	X			

EQUIPMENT/HARDWARE/SOFTWARE REQUIREMENTS SPREADSHEET

6	Provide maintenance checks for the database and or/software. Items may include memory adjustments, manual extension of table spaces/data files, exports, and imports to clean up internal fragmentation.	X			
7	Ongoing testing of databases maintained by Service Provider after initial implementation.	X			
8	Perform upgrades of new releases of software	X			
9	City Project Manager must be notified immediately of any system outages or server upgrades	X			

Collection Service:
Data Ticket utilizes our in-house delinquent collections process to increase collections on behalf of our clients. This service is offered as a contingency based service whereby the City does not incur any cost unless an individual pays their citation in the delinquent collection process. Parking citations are considered delinquent at 90 days past issuance and administrative citations are considered delinquent at 60 days past citation issuance.

The use of a third party vendor to perform FDCPA certified collections is not permissible for parking citations unless the City would like for us to send eligible citations to the City to then transfer for a third party.

	Collection Service	Meets	Does not meet	Meets Alternatively	Additional Explanation
1	Provide an integrated Collections piece to the software allowing collections to be tracked in "real-time" that provides up to date debt and payment information for all customer accounts	X			

SECTION 4: COMPENSATION

Administrative Citation Processing:
Below and on the following pages, we have provided a proposed compensation schedule for Administrative Citation Processing. We have provided 2 options that provide the City with the ability to either pay a single fee upfront for all services or pay for each instance. During the life of any contract, the City can switch the payment option on the annual anniversary of the contract.

Fee Description	Administrative Citation Processing Fee Option 1	Administrative Citation Processing Fee Option 2
Citation Processing and Collections		
Manual Citation Processing	$15.00	$5.00
Electronic Citation Processing	$10.00	$3.00
1st Notice Sent	No charge	$0.80
Other Correspondence	No charge	$1.25
Delinquent Collections	No charge	23%* of paid amount
Franchise Tax Board Processing - SSN Look-up	$2.00 per unique SSN	$2.00 per unique SSN
FTB Collections	15% of paid amount	15% of paid amount
Advanced Collections Legal Action Not Required	30% of paid amount	30% of paid amount
Adjudication Services		
Adjudication Hold & Scanning of Documentation	No charge	$0.50
Disposition Entry	No charge	$1.00
Disposition Letters	No charge	$1.25
Hearing Schedule Letters	No charge	$1.25
Certified Letters – per letter sent	$5.00	$5.00
Hearing Performance	$85.00 / hr	$85.00 / hr

*Assessed at Citation Date + 60 Days (or when the second notice is sent if earlier than 60 days)

To further provide definition surrounding each line item, we have provided additional details below and on the following pages.

Manual and Electronic Administrative Citation Processing:
Services for the above-mentioned items include:

- Data entry of manually written citations performed within 48 hours of receipt
- Quality assurance verification of manually entered citations
- Scanning of all manually written citations onto our network for storage and ease of retrieval

- Bi-monthly shredding of manually written citations
- Electronic transfer of all electronically written citations, recordings, videos and photographs

1st Notice Cost:
Services for the above-mentioned item include:
- Semi-custom Notice that is printed on an 8 ½ x 11" piece of paper with a perforated tear-of payment stub provided in a window envelope sent to the r responsible party of a vehicle
- All notices are attached to the citation online and are viewable via the web
- All notices sent via 1st Class Mail
- All notices include a return envelope in which the responsible party may submit payment

Delinquent Collections:
- This fee will be assessed when a citation is sixty (60) days past the citation issue date, assuming a first notice has been sent to the responsible party and the citation is not on hold for any reason
- Three Delinquent Notices will be sent to the responsible party at no cost to the City
- All notices are sent via First Class mail and all notices are printed on an 8 ½ x 11" sheet of paper and folded into a window envelope; in addition, a window envelope is provided for the recipient to return payment
- All notices are attached to the citation online and are viewable via the web
- If Data Ticket does not collect on a citation that is delinquent, the Agency does not owe this fee
- Notices will be sent via 1st Class Mail, and Data Ticket will be responsible for the cost incurred and all customer service and payment entry

Franchise Tax Board Processing:
SSN Look-up
- This fee will be assessed to lookup a social security number associated with a particular responsible party and address
- This charge is charged per unique SSN, not per citation

FTB Collections
- This fee is charged if a citation is paid at the Franchise Tax Board
- Data Ticket will send an FTB Notice to the responsible party as required by the Interagency Intercept Program; this notice will be sent via 1st Class Mail at no additional cost to the City
- **Data Ticket will pay for the Agency's cost to participate in the FTB program**; annually, FTB will send an invoice to the Agency for the number of debts placed at FTB; the Agency will simply provide this invoice to Data Ticket and Data Ticket will pay it in full

Advanced Collections:
- This fee is charged if a citation is paid at Advanced Collections

2nd Level Hearing Hold, Scanning and Scheduling of Hearing

- Data Ticket will review all documentation received by the Appellant and determine whether the request received within the required timeframe
- If the request was received within the required timeframe, Data Ticket's Adjudication Department will place the citation on an Administrative Hearing Request Hold and scan all received documentation into the Solution where it is displayed on the web for the Agency's Staff and the Hearing Officer
- If the request is received outside the required timeframe, the Agency will have the option to proceed as though the request was received within the timeframe or it may elect to have Data Ticket send a "time expired letter" rejecting the appeal
- Data Ticket will work with the designated Hearing Officer to schedule the Hearing based on either a pre-determined schedule or an ad hoc basis, depending on the Agency's schedule

2nd Level Hearing Schedule & Disposition Letters

- Data Ticket will send a custom disposition letter to the Appellant via 1st Class Mail
- **All letters are attached to the citation online and are viewable via the web**
- Disposition letters will be sent Monday – Friday

2nd Level Hearing Disposition

- Data Ticket's independent, certified, insured hearing officers will be provided to the to perform in-person, phone and written hearings
- Each hearing request will be reviewed, heard or read and all required research will be performed
- The Hearing Officer will enter a judgment into the Citation Processing System for viewing by the Agency, Appellant and Data Ticket
- Hearings will be scheduled
- The Agency will incur costs associated with mileage as defined by Federal guidelines
- Data Ticket will work with the Agency to arrange for the use of a conference room at an Agency location or the Agency may elect to have citations heard at a centralized location within the City

Joint / Escrow Banking Services (Optional) $150.00 per month
Services for the above-mentioned item include:

- Daily deposits of funds to the Agency's escrow account
- Online, real-time reconciliation reports that tie directly to the bank statement
- Processing of all credit card charge-backs and Insufficient Funds
- Month-end reconciliation of all funds collected
- Payment of Data Ticket's invoice
- Disbursement of the net remittance to the Agency
- Scanning of all payments directly to joint bank account daily using remote check deposit
- The Agency will be responsible for the purchase of banking supplies, including checks and endorsement stamps; these fees typically run $200.00 per year
- Refunds verified and issued weekly

Charge-backs / NSFs and Refunds **$2.50 per instance**

- Data Ticket will process credit card charge-backs, NSFs and refunds (if a Joint / Escrow Banking Services is utilized) when notified of each occurrence
- Once processed, Data Ticket will send a custom letter to the individual detailing the returned item and the amount due on the citation

Online Access for the Agency's Customers: **Included**

The Agency's Customers will have the ability to perform the following functions online:

- View real-time citation(s) data
- Pay for a single or many citation(s)
- Request a Hearing online and attach up to 3 supporting documents
- Print a receipt
- View pictures of the citation taken by the issuing officer (if the Agency allows)

Online Access for the Agency's Staff: **Included**

Access to the Agency's data is based on unique usernames and passwords assigned to everyone who requires access to the system. **Data Ticket does not limit the number of individuals who have access to the system and the number and types of access can change at any point with a simple email request to Data Ticket.**

Customer Service: **Included**

- Data Ticket provides a live, bi-lingual, on-site Customer Service Department that is fully trained to answer questions related to citation issuance, payment, adjudication, FTB, advanced credit reporting collections and more
- **All calls are recorded to quality assurance and recordings can be sent to the Agency at any time for review**
- Data Ticket's IVR is bi-lingual and accessible via several toll-free numbers; the IVR provides real-time information to the caller regarding current status, including the amount due
- The IVR accepts VISA, MasterCard, Discover, and American Express

Cost Increases:

Postal Rate Increase Offset – If postal rates increase during the term of the agreement, fees to DTI shall be raised immediately to offset the effect of the actual postal rate increase.

***CPI Increases – There will be NO CPI increases for the duration of the agreement*.**

Parking Citation Processing: Below and on the following pages, we have provided a proposed compensation schedule:

Parking Citation Processing	
Description	**Cost**
Fee per Electronic Citation Issued	***$0.35***
Fee per Manual Citation Issued	***$0.40***
1st Courtesy Notices (required by CVC if not paid off the windshield)	***$0.72***
○ Printing and sending daily ○ 1st class postage ○ Windowed #10 envelope ○ 8 ½ x 11" semi-custom notice ○ Electronic attachment to the citation ○ Return #9 envelope	
Fee per Paperless Appeal	***$.75***
○ Receipt of 1st level requests ○ Receipt of 2nd level requests ○ Receipt of Court Requests ○ Scheduling hearings ○ Placing citation on adjudication hold ○ Scanning all back-up ○ Attaching all back-up to citation ○ Providing back-up to Hearing Officers	
Fee per Adjudication Letter	***$0.85***
○ Printing and sending daily ○ 1st class postage ○ Windowed #10 envelope ○ 8 ½ x 11" custom letter ○ Electronic attachment to the citation ○ Return #9 envelope	
Fee per Refund Issued* (Optional)	***$1.25***
○ Weekly reconciliation of refunds ○ Weekly generation of refund checks ○ Weekly mailing of refund checks ○ 1st class postage ○ Invoicing of refund check ○ Monthly reconciliation	
Fee per Chargebacks/NSF's Issued* (Optional)	***$1.25***
○ Daily processing ○ Real time update of amount due	
Fee per State Surcharge Issuance* (Optional)	***$10.00***
○ Monthly calculation of surcharge checl ○ Monthly generation of surcharge checl ○ 1st class postage ○ Monthly reconciliation for City	
% of Collections for Out of State Citations	***23%***

*If the City would like to have Data Ticket issue refunds and the monthly state surcharge payment on behalf of the City, Data Ticket recommends the following:

- Data Ticket will invoice the City of the State Surcharge amount and upon receipt will issue a check to the State for said surcharges
- For refunds the City can issue a check to be deposited by Data Ticket into an escrow account. Data Ticket's Accounting Department will issue refund checks against this account and provide the City with a monthly reconciliation and will request additional funds as required on a pre-arranged basis.

Parking Citation Processing Services	
Description	**Cost**
Delinquent Collections at 90 days old (or once 2nd notice is generated and sent)*	***23% of revenue collected***
Includes:	
○ Sending 3 additional letters ○ 1st class postage ○ Windowed #10 envelope ○ Payment Processing ○ CA DMV Registration Holds	○ Dispute resolution ○ Electronic attachment to the citation ○ Return #9 envelope ○ Recorded Customer Service lines ○ CA DMV Registration Releases
Fee per Franchise Tax Board SSN Request	***$2.00***
Includes:	
○ Acquisition of a SSN	○ The charge is per unique SSN
Franchise Tax Board Collections	***15% of revenue collected***
Includes:	
○ Weekly placement at FTB ○ Dispute resolution ○ Payment of the City's FTB Invoice	○ Weekly updates to / from FTB ○ Weekly payment processing ○ Monthly reconciliation of FTB account
Hearing Officer Services	***$85.00 per hour***
Includes:	
○ Independent Hearing Officers ○ Electronic storage of all recordings	○ Recording of in-person and phone hearings
Joint / Escrow Account Services*	***$150.00 per month***
Includes:	
○ Daily deposits via RCD or Check 21 ○ Processing of all NSFs ○ Payment of Data Ticket's invoice	○ Daily reconciliation of bank account ○ Disbursement of State Surcharges ○ Net remittance to the City
AB503 Receipt and Processing – per request if Data Ticket handles	***$5.00***
AB503 Receipt and Processing – per request if City handles	***$2.00***
AB503 Letters	***$.75***
Includes:	
○ Receipt and scanning of all requests ○ Approval or denial of each request ○ Denial letter if applicable	○ Review of all received requests ○ Payment plan setup and management ○ Storage of all scanned documents
Fee per Other Correspondence / Letters	***$0.85***
Includes:	

○ Partial payment letters	○ Fled letters
○ Refund letters	○ Any other letter required by the City

** If this service is selected, this fee would replace the State Surcharge Issuance fee provided on the prior page. The City will also be responsible for banking supplies.

Permit Management Processing Services (Optional)	
Description	**Cost**
Permit Solution Hosting	***$85.00 per hour***
Includes:	
○ 20 hours of custom configuration are included at no cost ○ Customization above the 20 hours is charged at the rate provided	
Fee per Permit Approval/Denial – if Performed by Data Ticket	***$4.00***
Includes:	
○ Receipt and review of permit request ○ Scanning of received documentation ○ Complete audit trail for the City ○ Permit account setup ○ Approval / Denial of Permit Application ○ Real-time processing	
Fee per Permit Fulfillment – if Performed by Data Ticket	***$1.25***
Includes:	
○ Custom letter to Permittee ○ 1st class postage ○ Inclusion of permit	
Other Correspondence	***$1.00***
Includes:	
○ Annual renewal letters ○ Electronic copy of letter is attached to the permit account ○ NSF Notification ○ Other letters as defined by the City ○ 1st class postage	

Data Ticket has not proposed to provide the actual permits. If the City would like for Data Ticket to supply the physical permits, we will work with the City to design the permits and assess a cost at that time.

Handheld Hardware Cost Proposal
Data Ticket has provided the below cost proposal for three unique handheld devices (inclusive of protective covers). Please note, we have not provided pricing for the Apple IOS device. If that unit is preferable, we are happy to provide pricing to the City.

Two Piece Handheld Ticket Writer Pricing

Item	Samsung Galaxy Phone or Similar Device
3 Year Lease Price	$41.00 / per month
Purchase Price	$1,035.00

AND
Two Piece Handheld Printer Pricing

Item	Zebra 4" Printer
3 Year Lease Price	$34.00 / per month
Purchase Price	$1,400.00

Handheld Associated Costs	
Item	**Price**
1st Year Software License Fee– *This is a one-time fee for the software application and all enhancements.*	$500.00 per unit
Annual Software License Fee– *This for the software application and all enhancements.*	$150.00 per unit per year
Software Maintenance/Support/ Troubleshooting– *Includes phone support M-F during regular business hours, remote repair, and updates.*	$20.00 per unit per month

Training– *Onsite training at the Agency's preferred location will be provided. Training typically takes place over the course of a few hours and will be customized to meet the Agency's Requirements.*	$600.00 Training – Virtual - $250.00
Ticket Stock– *To be quoted based on quantity and style options.*	To Be Quoted
Optional **- Replacement for Lost/Stolen/Damaged Handheld Unit–** *($175.00 deductible charged for each lost/stolen or damaged unit)*	$15.00 per unit per month
Optional **- Hosted Data Plan–** *Billed monthly as a straight pass-thru from either Verizon or AT&T.*	Actual Cost per unit per month

Services Included in the Above Costs:

Online Access for the Agency's Customers: **Included**

The Agency's Customers will have the ability to perform the following functions online:

- View real-time citation(s) data
- Pay for a single or many citation(s)
- Request a 1st Level Administrative Review and attach up to three documents supporting their position
- Request a 2nd Level Administrative Hearing Request and attach up to three documents supporting their position
- Print a receipt
- View pictures of the citation taken by the issuing officer (if the Agency allows)

Online Access for the Agency's Staff: **Included**

Access to the Agency's data is based on unique usernames and passwords assigned to everyone who requires access to the system. **Data Ticket does not limit the number of individuals who have access to the system and the number and types of access can change at any point with a simple email request to Data Ticket.**

Our Solution is setup to maintain a complete audit trail for each transaction in the system, therefore, the username is displayed next to every transaction in the system, indicating who performed the transaction and when.

Dependent on the access rights provided to each Agency Staff member, the following capabilities are available:

- View real-time citation(s) data, including pictures taken by the Issuing Officer
- Accept payment via VISA, MasterCard, Discover and American Express credit/debit cards
- Accept payment via Cash, Check or Money Order
- Process NSFs, Chargebacks and Refunds
- Reduce or increase violation amounts, dismiss citations, void citations and place citations on hold
- Change citation data, including violations, date, time, plate, location, comments, make, model, color, registration expiration date and others
- Perform Administrative Reviews online by entering the disposition directly online
- Generate a time expired or letter of non-responsibility for a citation in the adjudication process
- View the complete reason for the Review Request and supporting documentation provided by the Appellant directly online
- Edit Appellant information
- Upload disposition documents sent to the Agency via US Mail
- Add a note to a citation and see all comments added to the citation
- View the reason for the 2nd Level Administrative Hearing Request online and view the supporting documentation provided by the Appellant, directly online
- Print a receipt with or without registered owner information

Reporting: **Included**

- Data Ticket offers 24 reports online for our Clients to generate, print and re-print 24/7. We provide real-time reports that can be generated for any timeframe required and we provide pre-processed/month-end reports that reflect the month-end view of data.
- All reports are available online and because we do not purge data unless specifically requested to do so by a Client, the data is available if the Agency is a Client.
- All reports are generated in HTML so our Clients can copy and paste the data into Excel for data manipulation purposes.
- If the Agency were to request a report that was not already available using the standard reports or report generator, Data Ticket would work with the Agency to design the report and provide it to the Agency at no cost.

Manual Payment Processing: **Included**

- Manually received payments (checks, cash, money orders and credit card payments sent via US Mail) are received at our PO Box in Newport Beach where a bonded and insured courier picks up the mail daily and delivers it to our Newport Beach office
- On-site Mail Department opens, sorts and batches the payments before providing them to our on-site Data Entry Department
- After double-blind entry of each payment, the citations are updated by our Quality Assurance team
- Payments are then provided to our Accounting Department where daily deposit slips are completed and provided to a bonded, insured courier who takes them to the bank

California Registered Owner Information: **Included**

- Registered owner information for all citations issued on California license plates
- Turnaround time for acquisition of California registered owner information is **same day**
- Registered owner information for all citations issued on out of state license plates
- Data Ticket is a recognized Strategic Partner with NLETs and **has access to registered owner information nationwide real-time through NLETs service**
- Access to this system requires the use of the City's ORI for tracking purposes only; Data Ticket will utilize its own ORI for actually acquiring the out of state RO data

CA DMV Holds and Releases: **Included**

- California DMV Holds and Release performed daily via an online connection
- Holds and releases can also be performed real-time, upon request
- Citation amounts placed on hold are updated daily in the event a partial payment is made

Customer Service: **Included**

- Data Ticket provides a live, bi-lingual, on-site Customer Service Department that is fully trained to answer questions related to citation issuance, payment, adjudication, fix-it tickets, sign-offs, FTB, advanced credit reporting collections and more
- **All calls are recorded to quality assurance and recordings can be sent to the Agency at any time for review**

- Data Ticket's IVR is bi-lingual and accessible via several toll-free numbers; the IVR provides real-time information to the caller regarding status, including the amount due
- The IVR accepts VISA, MasterCard, Discover, and American Express

Training **No Charge**

Onsite training at the City's preferred location will be provided free of charge for both the handheld ticket writer training and the system training. Training typically takes place over the course of a few hours and will be customized to meet the City's requirements.

Web Presence: **Included**

- Data Ticket's Solution is 100% web-based and Section 508 Compliant and is provided at: www.CitationProcessingCenter.com; this is a generic website in the sense that it is not Agency branded. **This website allows for the Agency and the Agency's Customers to access citations online**
- **If the Agency prefers to have an Agency branded website, one in which the look and feel mimics that of the Agency's website, Data Ticket can and will provide this feature to the Agency.**

Cost Increases:

Postal Rate Increase Offset – If postal rates increase during the term of the agreement, fees to DTI shall be raised immediately to offset the effect of the actual postal rate increase.

CPI Increases – There will be NO CPI increases for the duration of the agreement.

SECTION 5: REFERENCES

Per the City's request, below and on the following pages we have provided references for work currently being performed for Agencies with similar requirements as the City of Compton.

Reference #1

Customer Name	**City of Santa Barbara**
Contact Individual	Lori Pedersen. Business Manager, Strategic Operations & Personnel
Telephone No.	Telephone: 805-897-2400
eMail Address	LPedersen@SBPD.com
Length of Service	Continuous since 2021
Description of services provided	• Administrative & parking citation processing • Manual citation data entry • Payment processing: checks, cash, money orders, credit / debit cards • Integrated Voice Response System (IVR) • Live bi-lingual Customer Service Representatives • Adjudication support and management • Administrative Hearing Scheduling services • Delinquent citation processing • Franchise Tax Board's Interagency Intercept Program • Daily bank deposits • NSF and credit card chargeback processing • Escrow Banking • Net Monthly Remittance • Weekly and monthly bank account reconciliation • Refund processing and check issuance

Reference #2

Customer Name	**City of Fremont**
Contact Individual	Deirdre Rockefeller – Ramsey, Police Business Manager
Telephone No.	Telephone: 510-790-6991
eMail Address	DRamsey@Fremont.gov
Length of Service	Continuous since 2009 for Parking and 2018 for Code
Description of services provided	• Administrative and parking citation processing • Manual citation data entry • Payment processing: checks, cash, money orders, credit / debit cards • Integrated Voice Response System (IVR) • Live bi-lingual Customer Service Representatives • Adjudication support and management • Administrative Hearing Scheduling services • Independent Administrative Hearing Officers • Delinquent citation processing • Franchise Tax Board's Interagency Intercept Program • Daily bank deposits • NSF and credit card chargeback processing • Escrow Banking • Net Monthly Remittance • Weekly and monthly bank account reconciliation • Refund processing and check issuance

Reference #3

Customer Name	**City of Concord**
Contact Individual	Wendy Schwartzenberger, Parking Services Supervisor
Telephone No.	925-671-8259
eMail Address	Wendy.Schwartzenberger@CityofConcord.org
Length of Service	Continuous since 2019
Description of services provided	• Administrative and parking citation processing • Manual citation data entry • Payment processing: checks, cash, money orders, credit / debit cards • Integrated Voice Response System (IVR) • Live bi-lingual Customer Service Representatives • Mailed in requests for Administrative Hearings • Administrative Hearing Scheduling services • Independent Administrative Hearing Officers • Delinquent citation processing • Franchise Tax Board's Interagency Intercept Program • Daily bank deposits • NSF and credit card chargeback processing • Refund processing

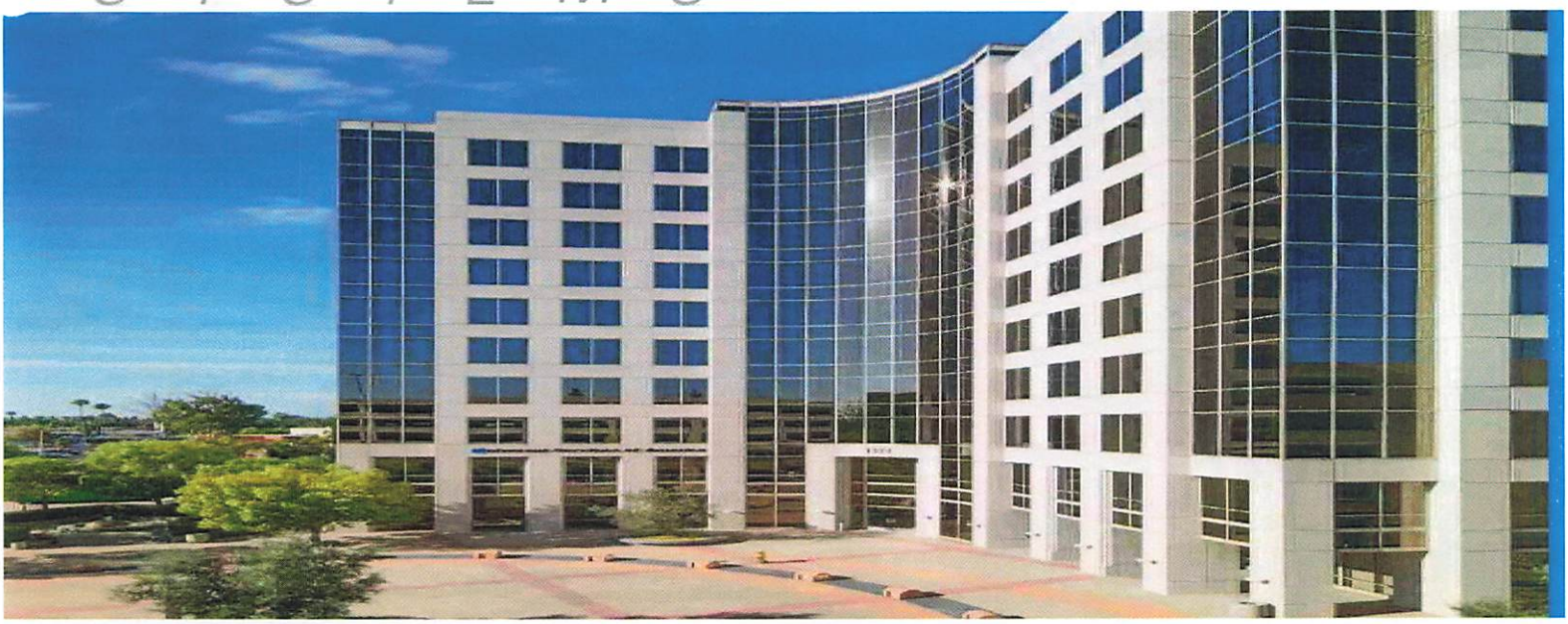
SECTION 6: ADDENDUME ACKNOWLEDGMENT

ADDENDUM TO RFP PARKING AND ADMINISTRATIVE CITATION PROCESSING

Questions and Answers Brook Westcott

1. Who is our current parking enforcement vendor?
   - TurboData Inc.
2. What is the current contract start and expiration date?
   - July 1, 2019 through June 30, 2024.
3. Please submit a copy of a recent billing invoice from your current enforcement vendor.
   - See attached Compton August Reconciliation 2023
4. What is the annual parking citation revenue issued and collected?
   - Annual revenue for 2022-2023 is $2,928.480.
5. How many citations are still unpaid at 90 days?
   - Data is currently unavailable.
6. How many hand-held ticket writers are needed?
   - Thirty-Five (35).
7. How many full/part time parking enforcement officers does this city have on duty?
   - We have nineteen (19) full-time Parking Enforcement Officers and twelve (12) Code Enforcement Officers and two (2) Supervisors. All have the ability to issue parking citations.
8. Will you require data entry for hand written parking citations?
   - Yes.
9. How many hand-written parking citations does the City issue every year?
   - Approximately 500 since utilizing handheld citation devices.
10. What are the 500 administrative citations that are issued annually?
    - Administrative Citations are issued for violating the Compton Municipal Code They are issued primarily by Code Enforcement Officers but can be issued by Fire and Building Inspectors and Los Angeles County Sheriff Deputies as well.
11. Are there unpaid citations that will require follow up collection services for citation receivables over 1 year old?
    - Yes.
12. What is the total number of citations and uncollected revenue amount?
    - There are 28,404 outstanding citations with an uncollected revenue amount of $4,609,350 (FY 22/23)
13. What will be the minimum or maximum term for the new contract?
    - 3-year contract with option for 2 one-year extension.

turboDATA
SYSTEMS



Submitted to the City of Compton

CONFIDENTIAL INFORMATION DISCLAIMER:

This proposal contains certain confidential and valuable information in the form of ideas, know-how, concepts, processes, plans and trade secrets that belong to Turbo Data Systems, Inc. In accordance with the California Public Records Act, this confidential information shall not be disclosed outside the agency and shall not be duplicated, used, or disclosed in whole or in part for any purpose except in the procurement process. Confidential information contained in this document is noted on each applicable page or image. Serious and irreparable competitive disadvantage in future procurements could result from the release of any confidential information contained in this proposal. Please notify us immediately, in writing, if there is a request for disclosure of any confidential information, so that we will have an opportunity to participate in any disclosure discussions.

November 13, 2023

RE: RFP FOR PARKING AND ADMINISTRATIVE CITATION
PROCESSING SERVICES

Turbo Data Systems, Inc., (TDS) is pleased to present our proposal for services to the City of Compton. We have worked with the city since 2019. We look forward to extending our partnership with the city.

TDS has been a constant in the California Parking Industry for 35 years for two primary reasons, service and results. We provide customized, unified, fully integrated products and solutions that are proven to be very cost effective and user friendly. We consistently collect high revenue percentages for our customers. TDS utilizes NLETS (to retrieve out-of-state registered owner information), Franchise Tax Board collection, and ICS collection notices to do this. We achieve 85-95% revenue collections for clients utilizing all collection options.

Our ticketPRO Mobile solution provides real-time access and sharing of citations and photos for the city and the public. The enforcement software was developed with input from California parking officers throughout the State and provides a fast, easy and efficient enforcement experience. ticketPRO Mobile is fully integrated with our getaPERMIT residential permit solution which presents many benefits to the city and the public. We would be happy to present a demo of the permit solution at any time.

TDS provides many related services to our customers; such as ALPR, Residential Permits, Traffic Citation processing, RIPA solutions, etc. In addition, real-time integration with many industry leaders for pay-by-phone and pay-station/meter products is already built-in and available. The city can be confident that they can leverage our services and integration should they adopt such products for their processing solutions.

TDS is a 100% woman-owned company, and we are a certified State of California small business serving over 150 California municipalities and colleges. Most of our customers have remained with TDS for well over 20 years. I encourage you to consult with our references on our unmatched level of service.

A major component for client retention is a direct result of our experienced, responsive customer service staff. The average tenure of our key members is over 18 years. TDS personnel are experts on everything related to parking and the California Vehicle Code.

In this proposal we have made our best effort to remain competitive while at the same time continue providing a high level of service. We look forward to continuing our partnership and will continue to provide superior services to the City of Compton.

Sincerely,

Roberta J. Rosen
President

Turbo Data Systems, Inc.
Premier Parking Citation Processing Solutions

1551 N Tustin Ave
Suite 950
Santa Ana, CA
92705-8634

T: 714.573.5757
F: 714.573.0101

210 N. 4th Street
Suite 150
San Jose, CA
95112-5569

T: 408.971.1238
F: 408.918.0973

www.turbodata.com

Table of Contents

1. Introduction 4
History 5
Turbo Data's History Timeline 5
Organization Chart 6
Corporate Officers 7
Key Associates 8
2. Scope of Work 10
Citation Management 10
Citation Issuance Devices/Printers 21
Citation Collection Services 24
Network Infrastructure 25
Additional Services – Permit Management 25
3. References 31
4. Pricing 33
5. Appendix - Equipment/Hardware/Software Requirements Spreadsheet 39

1. Introduction

Turbo Data Systems, Inc. (TDS) proposes to continue providing the City of Compton with comprehensive, and flexible processing and management solutions and services. It is important to recognize the benefits of having a vendor/partner that handles all your needs efficiently and effectively while increasing collections and improving customer service. Over the years, TDS has proven time and time again that we are able to provide our clients not only with the services originally requested, but additional services that have become an integral part of their operation. Our reputation for excellent customer service and technologically advanced services are benefits our customers and the public have come to appreciate and expect.

List of our diverse products and services:

Full line of Services	Mobile/Cloud/SaaS Application & services
• Parking Citation Processing • Admin Citation Processing • Traffic Citation Processing • Online - Paperless Appeals • Administrative Adjudication Services • Permit Management and Fulfillment • Interactive Voice Response System • Internet Credit Card Payments & Info • Notice/Correspondence • Cashiering Systems • Banking Services • Special Delinquent Collections • Franchise Tax Board Collections • CA DMV Interface • NLETS Interface • Digital Archiving	• **ticket**PRO™ Web Customer Citation Portal • **ticket**PRO™ Web Services API • **ticket**PRO™ **nFORCER** Parking • **ticket**PRO™ **nFORCER** Traffic • **ticket**PRO™ **nFORCER** Code • **ticket**PRO™ Reporter • **pticket.**COM Payments & info • **eAppeals**PRO Web Contesting • **report**NET Online Reports • **turbo**INSIGHTS Analytics Dashboard • **field**TRACKER Locate and Dispatch • **notify**LPR ALPR Integration • **geta**PERMIT Management Portal • Partner Integrations • Court Integrations • RMS Integrations • RIPA Racial & Identity Profiling App.

TDS prides itself on partnering with our customers and responding to their requests and concerns. Customer input is always welcomed and appreciated, and we continue to make improvements and enhancements as technology advances and our clients' needs evolve.

Our approach has a proven record of some of the highest collection rates in our industry at the lowest total net cost to our customers. With TDS, the city will continue to keep a higher percentage of their citation revenue.

The difference between processing agencies will become apparent with our customer service, which is not always easy to quantify:

- Is there always someone available to take citizen calls during business hours?
- Are citizens treated with respect when contacting the call center?
- Is information provided by the system accurate and up to date?
- Are client requests completed in a timely manner?
- Are phone calls and emails addressed quickly and efficiently?

All these items are considered priorities at TDS. We know that we are representing the client and we do not take that responsibility lightly.

History

Turbo Data Systems, Inc. (TDS) has been a leading service provider for citation processing in California since 1985. We are a privately held company, with two offices and thirty-five employees to effectively serve our California clients. Our Corporate headquarters is in Santa Ana, California. Our northern California office, the Office of Parking Violations (OPV), located in San Jose, within walking distance to San Jose City Hall.

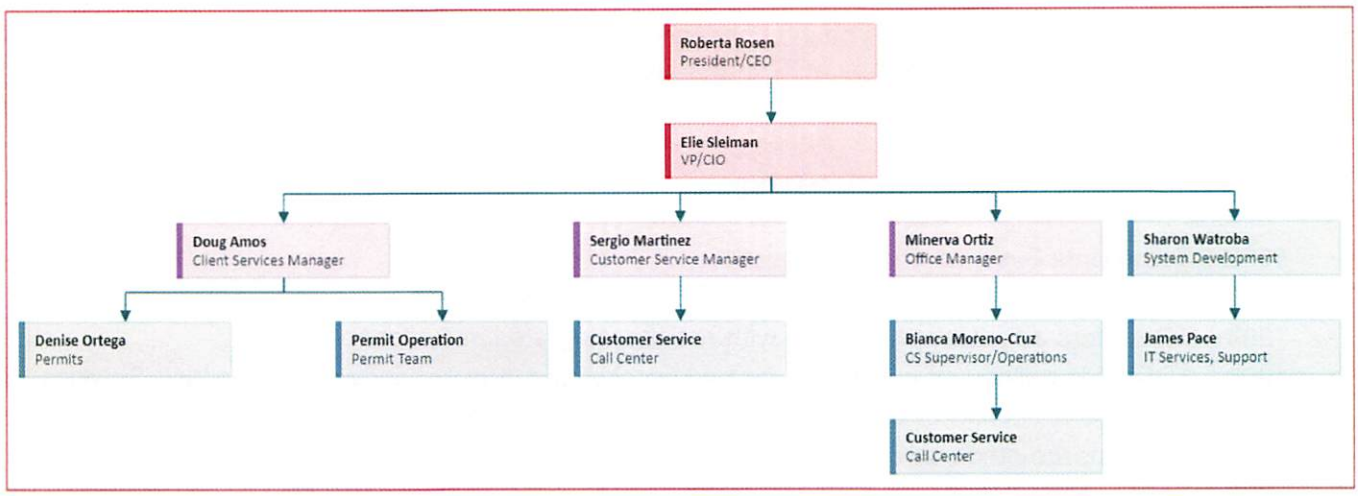
TDS is 100% woman-owned, and we are a certified State of California small business serving over 150 California municipalities and colleges. All our clients have experienced the reliable, flexible, and innovative solutions that TDS offers. TDS parking customers range in size and issue from 500 to 250,000 citations annually. Parking citations are processed per California Vehicle Code and local municipal code.

Turbo Data's History Timeline

- 1985 – Turbo Data Systems, Inc. is founded.
- 1985 – Roberta J. Rosen is CEO/President of TDS and still is today.
- 1993 – TDS offers adjudication services with notices integrated into citation system.
- 1996 – TDS adds delinquent collections for parking citations through Innovative Collection Services.
- 1998 – TDS opens second office in San Jose to service Northern California customers.
- 2001 – eCommerce credit card payments for the public through pticket.com.
- 2003 – Agency Reporting made available online through the TDS Parking Portal.
- 2005 – ticketPRO Mobile introduced. Handhelds are serviced and supported by TDS.
- 2006 – Franchise Tax Board Collections added as a TDS service.
- 2007 – eAppeals Online appeals for the public. Reviews/decisions entered online.
- 2008 – TDS adds Administrative Citation Processing Services and Collections.
- 2010 – eAppealsPRO: Cloud-based agency custom review of online and mailed-in appeals.
- 2012 – NLETS approves TDS as a strategic partner.
- 2012 – ticketPRO Mobile: 4G Smartphone, Always-Connected, real-time citation issuance.
- 2015 – getaPERMIT Parking Permit Management launched.
- 2015 – ALPR partnership with Tannery Creek ALPR system.
- 2015 – ALPR integration with ticketPRO Mobile Parking app.
- 2016 – eCitations for moving violations.
- 2017 – eCitations for Admin/Code Enforcement violations.
- 2018 – Electronic Fare Evasion issuance with ticketPRO Mobile and nFORCER hardware.
- 2019 – TURBO iNSIGHTS Analytics Dashboard.
- 2020 – fieldTRACKER Mapping - Locate and Dispatch.
- 2020 – ALPR partnership with Motorola Vigilant ALPR solutions
- 2020 – ALPR integration of ticketPRO Mobile Parking app with Vigilant ALPR.
- 2020 – getaPERMIT Mobile App for Android & iOS.
- 2021 – RIPA Racial & Identity Profiling App Android & iOS.
- 2022 – ticketPRO Parking for iOS.
- 2023 – TURBO iNSIGHTS – Operations Review & Officer Score-Card.

Organization Chart

Turbo Data Systems, Inc. Corporate Officers and Key Personnel are fully proficient in our services and systems as well as parking processing requirements in the State of California. The average years of experience for our key staff is over 20 years each in the parking industry.



Proprietary and Confidential
Do not Distribute.

Corporate Officers

Roberta J. Rosen
President and Owner
Chief Executive and Liaison

Ms. Roberta Rosen is the President and owner of Turbo Data Systems, Inc. She serves as the Chief Executive Officer for TDS and acts as a liaison with clientele management. She has been the President of Turbo Data Systems, Inc. since its incorporation in 1985.

Under Ms. Rosen's direction, the company has grown and expanded its list of services and technology offerings. Some of those services include payment processing services, out-of-state collections, Interactive Voice Response System developments and installations, various computer system platform migrations, the development and implementation of a web-based parking citation information and payment processing system. In addition to the administrative responsibilities of the corporation, she has been responsible for overseeing parking citation processing projects during many system conversions and implementations. Major accounts and management experience include the Tri-Cities/Westside Cities Joint Database Project, the addition of the Administrative Adjudication Process to the Parking Citation Collection System, and the addition of a fully staffed processing center in San Jose with a full-service walk-up payment center. Prior to her work with Turbo Data Systems, Ms. Rosen was in the Information Technology field working with an international oil drilling and exploration company on their material requisition systems. Ms. Rosen is a graduate of Cal State Long Beach where she completed a bachelor's degree in business administration. She has over 30 years of experience dedicated to providing service and innovative solutions to the corporate environment as well as municipalities and universities.

Elie M. Sleiman
Vice President
Chief Technology Officer

Mr. Elie Sleiman is the Vice President and Chief Technology Officer of Turbo Data Systems, Inc. He graduated in 1981 with a Computer Science Degree from Coleman University, San Diego. Mr. Sleiman worked for Turbo Data Systems from 1986 through 1991, developing some of the systems that are still in place today. In November 2002, he rejoined Turbo Data Systems to assist with its ongoing growth and development and since that time has been involved in every aspect of the company, particularly systems and operations.

The development of our most recent technology solutions has been under the direct supervision of Mr. Sleiman. These systems include ***geta***PERMIT Permit Management, ***ticket***PRO **Mobile** enforcement for Moving violations and Code Enforcement, ***turbo***INSIGHTS Dashboard Analytics Reporting. In addition to the above systems, Mr. Sleiman is also responsible for partner integration efforts that bring more solutions and options for our customers. He has an extensive information technology and customer service background spanning over 25 years. Prior to rejoining Turbo Data Systems in 2002, Mr. Sleiman worked in various technical and management capacities with Prudential Real Estate Affiliates. Task and projects include MIS management, Security and controls, Disaster recovery/Business Continuation Planning, customer service and help-desk management supporting in-house and field personnel for over 11 years.

Proprietary and Confidential
Do not Distribute

Key Associates

Doug R. Amos

Client Services Manager
Primary Liaison

Doug Amos is the Client Services Manager. He serves as the primary liaison for our existing clients as well as managing the daily service functions of the Santa Ana office.

Mr. Amos' duties include project management, client acquisition and retention, company marketing and systems research, design, and development. He conducts online and onsite training for our ticketPRO Mobile and our ticketPROweb back-office solutions. Client support items include the training, plus customer change requests, Vehicle Code regulations and adherence, Franchise Tax Board services assistance, and new client onboarding. Mr. Amos has been a significant contributor to our eAppealsPRO, ticketPRO Mobile and ***geta****PERMIT* applications. He annually attends industry hosted conventions, including CPPA, CACEO, CSFMO and CPOA. Mr. Amos stays up to date through parking industry training sessions on DMV, new Legislative Laws, Hearing examiner training for parking enforcement.

Mr. Amos has over 20 years of experience in management, sales, and personnel. He has had extensive sales and marketing experience. His educational background is in Electrical Engineering from Cal State University of Fullerton.

Denise Ortega

Client Services
Acquisition and Retention

Denise Ortega is a member of our Client Services team. Her responsibilities are client support, acquisition and retention, company marketing and systems training and managing Permit Support. She has over 22 years of customer service experience, and over 14 years of experience in the parking industry

Ms. Ortega is experienced in client set up and program implementation, ongoing account management, monitoring contract compliance and renewals, writing bids and proposals and software application training. She assists with new client presentations and training. She received Hearing Examiner Training at CPPA. She is our DMV liaison and manages and assists with all agency DMV PARC codes. She also oversees the Franchise Tax Board annual agency sign-ups, FTB resolutions and weekly updates to the Franchise Tax Board. In addition, Ms. Ortega manages all client set-up and implementation for our ***geta****PERMIT* online permit system.

Proprietary and Confidential
Do not Distribute

Sergio Martinez
Customer Services Manager
Staff Development

Sergio J. Martinez is the Customer Service Manager. He manages our in-house call center and customer service staff.

Mr. Martinez's duties include hiring, developing, mentoring, and retaining staff for our Santa Ana processing operations.

Mr. Martinez has over 7 years of prior experience in office management. He served as a mentor and trainer, overseeing staff sizes ranging from 9 to 60 employees. Mr. Martinez has attended industry-related professional training classes such as the CPPA Hearing Examiner Training. He has been with TDS since 2012.

Sharon A. Watroba
Project Manager
Technical Installation Support

Sharon Watroba serves as the Project Manager for the development group as well as technical and installation support.

Since 1990, she has worked out of our corporate office in Santa Ana and has maintained and developed technical solutions for the company. Ms. Watroba has put extensive analysis and development effort into keeping the citation system current with many new features and enhancements that have been implemented over the years. Ms. Watroba's roles include Program Maintenance and Development, Database Management, Processing Support, Technical Training and Support, In-House Technical Support and Server Management.

Proprietary and Confidential
Do not Distribute

2. Scope of Works

Citation Management

Automated Transfer and Upload of Citations

ticketPRO Mobile customers enjoy immediate upload of citations as they are printed. Errors detected from automated citation entries (discrepancies in violation amounts, violation codes, lack of required information, etc.) are reviewed and corrected. Duplicate citation numbers are not entered into the system. They are reported out for investigation.

TDS works directly with the city to coordinate and implement any changes.

Data Entry from Manual Citations

Manual Administrative and Parking citations are forwarded to TDS via mail or scan. All manual citations are entered into the database within two working days of receipt. All citation transactions are entered online with tight controls to prevent errors.

Each batch of citations is entered into a log for tracking through the process. The date of receipt and who received it, the data entry operators' ID, and the date it was keyed, the count of citations in the batch, the filing person's ID, and the date it was filed are all tracked on the log. This citation batch log is updated as the batch goes through the process. The log is a tool for supervisors to verify that all work is completed in a timely manner. Editing capability allows corrections for all citation information fields.

Manual citations not processed due to incorrect or missing information are returned to the city for clarification.

Entry of disposition and other non-citation information is also a critical step in the processing cycle. Citations that have been dismissed by city staff are updated to reflect the reduction or cancellation action that has been taken. Also, suspensions and extensions are recorded when requested in writing by the city. Dismissals, suspensions, and extensions are processes that can be performed either by city staff or by TDS.

TDS scans all manual citations into digital PDF files that are easily accessible by the city using ticketPRO Web and Online Appeals systems.

TDS files all hard copy citations and can provide these documents upon request by the Agency.

Customer Service Call Center

TDS Customer Service Representatives are available during our normal business hours (8:00 am – 5:00pm). TDS employs and trains staff with the ability to respond to calls received in English and Spanish. Assistance is available for Administrative Citations, Parking Citations and Permits. Call center representatives also support the public on permit inquiries via email.

We provide in-house training for all our Customer Service staff to provide general information on each Agency's policies and procedures with the ability to research information and respond accordingly.

In addition, the staff is also trained to handle complaints professionally and provide information on all levels of the administrative adjudication process.

In cases where specified information on violations, code compliance or property inspections are necessary, our representatives will refer callers to the appropriate City Department's number and/or office location.

During customer service calls, "Notes" can be recorded for citation records or permit accounts in instances where specific information will be helpful for future reference. All "Notes" entered can be viewed and/or printed by the Agency and TDS staff.

Supervisors within the Customer Service Department can monitor all calls received. This is helpful not only for training purposes, but also for support, should the call need to be escalated.

Interactive Voice Response Systems (IVR)

TDS' Interactive Voice Response system (IVR) provides real-time, detailed citation information linked to the Agency's database. Each caller has the option of hearing the information in English or Spanish, The IVR allows parking citation recipients 24/7 access (with a brief interval maintenance occurring between 12:00 midnight and 1:00 a.m.). The public can inquire by citation number or license plate number and obtain the issue date, citation number, delinquent date and amount due on all open citations.

The IVR system has the unique ability to relay contesting status on citations in the adjudication process.

Pre-recorded, City of Compton specific information includes a greeting, the address for mailing a payment, making a payment over the Internet, instructions for contesting a citation and instructions for correcting equipment violations.

Options for reaching a Customer Service Representative are also available through this system during business hours.

Staff Support

TDS provides in-house staffing for all aspects of processing parking citations during normal business hours. All key contacts direct phone numbers and emails are provided to the City's contract administrator and all designated City staff.

User guides/manuals for the citation system are provided during training sessions and clearly identify all steps required to access and use citation information.

Initial training at a customer location can be provided for all needed systems. Additional training is provided as requested throughout the term of the contract.

Technical Support

TDS provides City staff with telephone support between 8:00am and 5:00pm Pacific Standard Time (PST), Monday through Friday, except TDS' holidays. Direct contact numbers to key staff and management are provided. Our staff follows up on client requests to ensure an effective solution is provided in a timely manner. With permission, we can conduct remote support sessions to assist or train users when necessary.

Support via email is also available during normal hours and monitored before and after hours and weekends by key personnel. TDS provides special customer service and technical support emails, which are viewed by primary staff and operations to ensure requests are responded to quickly. All email received will automatically generate an automated support ticket and is monitored until resolution.

Correspondence Processing

A courier picks up mail each weekday from a Post Office Box provided by TDS. Mail is delivered to our Santa Ana office where payments are immediately processed. All information entered is updated in real-time. All mail received at TDS is sorted by category (payments, correspondence, etc.). Correspondence related to citations is processed and forwarded immediately to the appropriate department for further investigation by staff experienced in identifying and separating contesting information from complaints.

All correspondence is processed within two (2) business days of receipt. Envelopes for all correspondence are stamped with the date received and kept with the source documents to validate the posting dates used for processing.

Upon receiving unidentifiable payments or incomplete information from a citizen, TDS staff requests additional information or documentation when necessary. All correspondence mailed to citizens on behalf of the Agency is automatically laser printed and documented for future reference.

All correspondence to the public provides complete citation information, amount due and instructions on how to make a payment. A bar-coded, pre-addressed stub is included for payment and documentation return.

Vehicle Change of Ownership/Rented Vehicles (Parking Only)

Daily updates are performed on citations when a change of ownership or notification of a rental with bonafide proof is received. All prior name information is kept for historical reference. Once these updates are made, another notice is mailed to the new responsible party.

Payment Processing

Payments are sorted by postmark date and processed each day. Audit controls are in place to ensure accountability of all transactions and monies for payment processing, from initial receipt through final resolution and filing.

TDS staff manages all payment processing in-house. Payment batches are balanced and reconciled at three separate steps of our process. Payments are processed within two (2) business days of receipt. To reduce the number of refunds required for processing by the Agency's finance department, TDS does not accept duplicate payments or payments attempted on a closed citation.

All payment documents are stored in an easily retrievable format. Payment documents are stored for two years and then periodically shredded.

Unmatched Payments

Our system accepts payments for citations that have not yet been entered. Basic information about the citation is entered with the payment. Upon receipt of the original citation, the basic information entered with the payment is compared for accuracy, then merged with the issued citation and all other data fields are updated.

Partial Payments and Returned Checks

A second notice is mailed for bounced checks (adding a returned check fee established by the Agency), and for the balance due on partial payments or payment plans. If no payment is received on second notices, the system continues processing the citation through the penalty phase and additional notifications.

Due Date Extensions

The system accepts suspensions or due date extensions when requested by the Agency. These entries can be entered by the Agency or by TDS upon request.

Payment Plans

TDS's payment plan module fully supports the AB503 legislation. The module will take into consideration indigent and non-indigent individuals. Payment plan requests will be submitted to the Agency for review/approval/denial. TDS will mail correspondence with the decision made by the Agency. Payment Plans will support recurring payments, waived fees for indigent, payment terms, and a minimum payment due. If a plan goes into default, the system automatically resumes the citation process (DMV, Collections, etc.). TDS provides city specific online information or city link for AB503 indigent payment plans on ***pticket.com***.

Depositing of Agency Funds

TDS currently performs bank management on behalf of the city. A separate bank account is set up for the agency. TDS will scan deposit checks, process refunds, returned checks and chargebacks. For parking, the monthly state county surcharges are also handled from this account. After payment of TDS services, the net balance of funds are deposited into the city's account. A monthly reconciliation report is provided to show all activities in the account.

Credit Card Payments

TDS provides a dedicated toll-free telephone number for the public to inquire on citations or accept credit card payments. Credit Card payments are accepted 24/7. Customized city information is played back to the caller. Pre-recorded, agency information includes the address for mailing a payment, making a payment over the internet, instructions for contesting a citation and instructions for correcting equipment violations. Options for reaching a customer service representative are also available.

The system secures immediate authorization from the processor (Elavon), and immediately updates the citation status. All TDS credit card processing platforms (Web & Phone) are PCI compliant.

For online payments, an email is generated and sent to the payee with a unique confirmation number/payment information. Monies collected are processed into the merchant account established by the City, which deposits directly into the City's bank account. Daily reconciliations are performed by TDS to validate all credit card transactions.

Registered Owner Name Retrieval

TDS has a direct online interface with the California Department of Motor Vehicles (DMV) for the retrieval of registered owners' names and addresses for California vehicles. Requests for registered owners are submitted to the DMV each business day. Multiple citations issued under one plate or VIN may have different registered owners depending on the issue date of the citation. Most registered owner information is retrieved within 24-48 hours of a citation being entered.

During the name retrieval process, the vehicle make on file with DMV is obtained and compared with the make from the original citation. Discrepancies are reported and investigated to ensure the license has been entered correctly. Upon correction, the citation is once again eligible for DMV name retrieval through our automated process.

Also, during the name retrieval process, the full vehicle identification number (VIN) and the registration Expiration-date are both retrieved and saved with the citation record. This allows a comparison of the last 4 of the VIN on the citation with the VIN from the DMV and the registration

expiration date on the citation with the registration expiration date at the DMV. These are important tools to verify that the license plate on the citation was recorded properly and that the correct violator is pursued.

When a name and address is not available from the DMV during the first request, multiple attempts are made until we successfully obtain an R/O or at a minimum nine (9) attempts. Corrections are made when necessary and the DMV name retrieval process continues. This process has been successful in ensuring accuracy and increasing both our DMV Hit Rate and our collection rate.

Updates are conducted on citations when a change of ownership or notification of a rental with bona fide proof is received. All prior name information is kept for historical reference. Once these updates are made, another notice is mailed to the responsible party.

Out-of-State Registered Owner Name Retrieval

A Registered Owner inquiry is generated for citations issued to vehicles registered outside California. TDS currently has agreements to retrieve registered owner information from all DMVs in the United States, Washington DC, and Canadian Provinces that allow retrieval of registered owner information. TDS is a strategic partner/member of NLETS (National Law Enforcement Telecommunications System) which is similar to CLETS, but on a national level. NLETS allows electronic access of vehicle registered owner information for all fifty states. Non- California registered owner names are retrieved quickly and without delay. All out-of-state activities (generation of inquiries, sending inquiries, update of citation records with name and address information), are functions of the out-of-state process which is fully automated.

DMV Registration Holds/Releases

TDS can inquire on and update DMV records and Disabled Placards on demand based on requests from the Agency. This eliminates the need for issuing abstracts on closed citations. The DMV is notified each business day to modify the amount due on citations already on DMV hold that receive a partial payment.

DMV Status Reports are published monthly for citations placed/released from DMV hold. A report of payments made at the DMV is provided to the Agency for reconciliation.

Custom Notices and Letters

TDS's professionally printed notices are in color and were designed for ease of reading and providing valuable information to the public, as well as containing all information required by the California Vehicle Code. Our notices meet all current requirements for size, proportion and weight as defined by the USPS.

All notices, letters, and postage are provided by TDS and mailed using first-class mail. Parking and Administrative violation notices are mailed based on their own Agency-determined schedule. All mailings are imprinted with the post net barcode and FIM markings as requested by the USPS.

Using the Postal Service National Change of Address (NCOA) database allows TDS to ensure the most rapid and accurate delivery of notices. This feature allows the new address of respondents that have moved (and filed a notice with the USPS) to be directly printed on the notice form as it is mailed, to eliminate the time delay normally encountered by the mail piece going to the old address, getting a forwarding sticker, and then going to the new address.

Mail returned as undeliverable is tracked and identified as returned mail on the inquiry screen. All notices contain information required by the California Vehicle Code or Agency Municipal Code.

Included Notice Form Information	
• Issuing Agency & Description • Phone Number for Inquiries/Questions • Registered Owner Name & Address • Property Owner or Violator/Tenant • Vehicle State & License Plate Number • Vehicle Registration Expiration Date • Vehicle Make/Color/Full VIN • Citation Number, Issue Date & Time • Violation Location • Notice Mailing Date • Violation Description	• Due Date • Amount Due Before Due Date • Amount Due After Due Date • Consequences of Late Payment • Consequences of No Payment (DMV Hold) • Scofflaw/Repeat Offender Repercussions • Payment Mailing Address • Return Envelope • Payee Name • Inquiry/Payment Website Address • Instructions to Clear/Contest Citation

A unique feature of our system is the ability to modify the agency-specific text that is printed on the notice. This allows the Agency the flexibility to change the text should policies or procedures change (i.e., hours of operation, etc.).

TDS has contracted with InfoSend, Inc. to print and mail our notices since 2004. We electronically transmit our notice files, and they duplex and color print, fold, stuff and mail our notices out of their facility with their modern and very rapid equipment multiple times each week. Their main production facilities are in Anaheim, California and serve many clients including municipalities. They provide a backup facility for printing and mailing.

Working with InfoSend, Inc. allows us to take advantage of their ability to pre-certify addresses using the USPS NCOA database. Utilizing a vendor that specializes in mailing services increases our compliance with ever- changing postal regulations and ensures our notices get into the mainstream faster and with the most accurate postal bar-coding.

Processing of Administrative Review Requests (Parking Only)

Our Administrative Appeals process was designed to save our clients a significant amount of time, relieving the staff of the day-to-day clerical tasks associated with the process, and to provide an organized, efficient, and optimal way to process their appeals.

TDS' Administrative Appeals processing tracks relevant dates, automatically interfaces with, and updates the citation system, provides adjudication status on our IVR (automated telephone system) and ***pticket.com*** (public website) and mails all notifications. We provide the scheduling of hearings and mail all required hearing notifications.

Benefits of Using TDS' Adjudication Services

- Automatically tracks each citation through the adjudication process.
- Dispositions (liable, not liable, liable for a reduced amount, etc.) are updated automatically.
- Custom decision codes entered online.
- Automatically post refunds to the citation database on dismissed citations that are already paid, and generates a request for refund.
- Automatically tracks due dates for contesting as described in CVC 40215 by interacting with the citation database and the specific citation data.
- Interacts with other automated systems - IVR and public website - ***pticket.com***
- Public can appeal online with the ability to upload photos and documents.
- Agency can perform paperless online reviews and decisions through ***eAppeals***PRO.
- Provides specific status on IVR and ***pticket.com*** on contested citations for the public
- Automated hearing scheduling.
- TDS staff works directly with the hearing officer and Agency when scheduling in-person hearings.
- Automated letter mailings which include decisions codes at 1st and 2nd level and hearing notification letter which provide specific date, time, location and directions to the hearing.

Using this service has proven successful by having appeal information easily accessible in the parking citation database. All adjudication activities are tracked in real-time and therefore are available to the public 24/7 online and by telephone.

The system tracks information pertaining to each citation contested through the administrative adjudication process and allows for updates as each citation progresses through the steps for contesting. The Administrative Review and Hearing Tracking System is fully integrated with the parking citation database and has complete inquiry capabilities.

The process starts with TDS entering all mailed-in Initial Review requests. Citations are stopped at this point from progressing further in the citation process (no notices, etc.). The Agency determines the disposition of each contested citation. A decision code corresponding to a brief description of the reason that will appear on the result letter is selected. The reviewer can edit decision codes or enter custom decisions from scratch. Once a decision is made, the system automatically activates the citation and sends a result letter with information relating to the decision and amount due.

Reporting for the Adjudication system includes a monthly report of Outstanding Administrative Reviews and the Administrative Adjudication Services report which provides a summary of the adjudication activities for the month.

Hearing Scheduling Services

Payment of the citation fine is required at the time of hearing entry. In the case of indigence, the system allows an override to accept the hearing request without payment of the fine. Hearing information and documentation is prepared in advance of the hearings.

In-person and telephone hearing requests receive a hearing date notification letter with detailed instructions for the scheduled hearing. If requested, one reschedule is allowed for the appellant. A new hearing date notification letter is mailed with the new date and time once the hearing is rescheduled.

Hearing schedules are available online for Agency viewing. Reporting for the Administrative Hearing portion of the system includes a monthly report of Hearing Results by Violation and a report of Outstanding Hearing Requests.

Hearing Officer Coordination

TDS coordinates with the Agency on hearing location, dates, and times for parking and administrative citation hearings to be scheduled. Hearings are scheduled within the guidelines of California Vehicle Code 40215 and Agency municipal code.

The hearing examiner receives a packet containing a cover sheet and all documentation required for each hearing. The hearing examiner records the decision for each hearing. The Hearing Officer will select from a hearing disposition code list and enter the results electronically. TDS will mail result letters and file any required documentation.

TDS provides an independent hearing officer for the city for parking and administrative citations.

TDS staff ensures that both the Hearing Officer and a room are available three (3) weeks in advance of scheduling hearings and prior to mailing Hearing Notification Letters to the citizens. Hearing information and documentation is prepared in advance of the hearings. TDS will notify the agency and Hearing Officer of any hearing rescheduling.

If an individual appeals a liable decision further through the court system, TDS will provide the Agency with all related documents for the Agency to appear in court. Information regarding court appeals is also tracked in the system for each citation.

Appeals to the Superior Court

Hearing result letters that find the contestant liable will provide the time frame, court address and phone number where the appellant can file a civil appeal. Upon notification to TDS by the court or agency of an appeal to the court, TDS will provide all required contesting documents to the agency in a timely manner. If the court finds in favor of the contestant, TDS will notify the agency of any undeposited parking penalty plus filing fee for refund. If a citation is upheld, TDS will continue to pursue any unpaid penalties on behalf of the agency.

Status of court decisions (court requested date; court decision and date) are tracked in the TDS inquiry system for the agency.

Administrative Citation Processing

The service is designed to provide core services to support Administrative Citation issuance. This includes Data Entry, Mail Processing, Revenue Collection, Notice Mailing, and Online Payment and Inquiry.

Administrative Citations issued by officers will be batched or scanned and forwarded to TDS. When received, the citations will be entered into the Administrative Citation database.

Correspondence and payments sent by violators will be mailed to a designated P.O. Box. A TDS courier will pick up the mail from the post office. All mail will be opened and separated between correspondence and payments. Any correspondence will be forwarded to the client. Payments are processed.

Payments are sorted by post mark date and batched. They are forwarded to the Collection staff for data entry. Once the payments are posted and the revenue is balanced, a deposit will be prepared, and checks will be scanned into your bank's check depositing feature.

Unpaid accounts are mailed a reminder notice. The notice will demand payment for the uncollected amount and provide information on payment options including addresses and methods of payments. Delinquent dates and amounts will be provided on the notices. A Final Notice will be mailed after the delinquent penalty is applied.

TDS provides Online Access to the Administrative Citation Database. This access allows authorized staff to inquire on citations and search for specific information.

TDS provides a public website used to inquire on and pay citations. The website accepts payments made with Visa, MasterCard or Discover.

TDS provides follow-up collection for delinquent accounts. This service is at no cost to the city unless monies are collected, and we will provide up to two delinquent collection letters.

TDS provides collection services utilizing the Franchise Tax Board Interagency Offset Program. This service is at no cost to the City unless funds are collected from the program. We provide SSN lookup and letter mailing at no charge.

TDS offers ticketPRO Mobile administrative citation software for use with Android smartphones with Bluetooth printers or our nFORCER all-in-one solution with built-in smartphones and printer. ticketPRO Mobile is available through purchase or lease. Quotes can be provided separately.

eAppealsPRO Website - Online and Scanned Appeals

Through the pticket.com website, we provide an integrated, online appeals process that is completely paperless. The system is dynamic in that it will prevent late appeals from being submitted, saving Compton time, money, and resources.

Once they have submitted their electronic appeal, and uploaded any desired documents, confirmation of each submitted appeal is emailed to the appellant.

The citation process is suspended pending review of the appeal, saving considerable processing effort and time. All processed appeals and decisions can be reviewed at any time by Agency personnel. All results and key dates for initial reviews and hearings are viewable on pticket.com, including the written reasons If the citation is upheld. Result and notification letters are automatically mailed as per the requirement of CVC40215.

Through our online review system, the Agency can review the submitted online appeals, including uploaded files and photos. Mailed appeals are scanned and added for a fully ***paperless*** appeal review process. List of prior citations, original citation image (paper ticket), appellant documents, phone notes, agency notes for all citations issued for the same license can also be viewed.

For clients using ***ticket****PRO* Mobile handheld ticket writers, citation photos taken are accessible to each online appeal. Notices are automatically stopped at appeal submission and activated when the online decision is made.

All appeal and decision documents are stored electronically on ***eAppeals****PRO* for immediate access and viewing by the Agency. Results can be filtered by violation, decision reason, etc. Additional documents may be added for appeals continuing to the hearing level.

Client Website– *ticketPROWeb*

Cloud-based access is available to city staff using a web-browser and a secure Internet connection 24/7. Real-time access offers our clients the most current database information. All transactions such as citation records, payments, dismissals, administrative adjudication information, notes, registered owner information and all other citation data are immediately displayed and can be printed if desired.

ticket*PRO****Web*** allows retrieval of information by citation, license plate, ID, location with wild-card

search, name, and VIN.

The search results can be sorted or used to select individual citation details, plates, or registered owner names. Results can be filtered by citation status types of All, Open, Delinquent and Closed. Searches can also be done by predefined or custom date periods.

Our citation details screen contains all pertinent information on each citation:

Our citation details screen contains all pertinent information on each citation	
• Citation Date/Time • Violations and Fines • Location of Violation • Current Status • Vehicle Information • Notices Mailed and Dates • DMV Vehicle Make	• DMV Registration Expiration • DMV Registered Owner Name/Address • Responsible Party Name/Address • Contesting Dates and Results • Payment and Collections History • Payment and Collections History • DMV Vehicle VIN

Additional information is easily available through toolbar buttons:
• Scan of Original Manual Citation • Listing and Amount Due for Habitual Offender (bootable/towable) Vehicles • View PDFs of Notice Mailed • View Photos/Map Taken by ticketPRO Mobile • View Submitted Contesting Documents for Appealed • View all Prior Names/Addresses Associated with the Citation • Review or Add Notes Added to the Citation by City Staff or TDS Call Center

Payment/Contesting Website for the public - pticket.com

pticket.com is a public web site that is customized for each customer with branding capabilities. It provides the public with online inquiry, payment capability, and online appeal access to contest their parking citations. Information provided to the public includes:

- Citation information.
- Adjudication information.
- Contesting information.
- Pay single or multiple citations.
- Printable Forms.
- View Photos (optional)

Citizens accessing the www.pticket.com website will find only specific information related to City of Compton citations. No other agency data will be displayed. City of Compton agency graphics (logos, banners, etc.) are used to complement the agency web site or identity. It includes several web pages with content unique to the Agency. These pages are customized to reflect the desired information about your parking and administrative citation program. - contesting, payment options, forms, etc.

Data security is provided using the highest industry SSL encryption. pticket.com is PCI compliant. An address link can be placed on the Agency's website to provide convenient public access.

Reporting

TDS provides its customers with a dedicated web site accessible to authorized personnel. This site provides access to parking related information and resources available 24/7. TDS will provide the Agency with a wide variety of electronic reports. Over forty standard reports are generated. Custom reports can be created on an as needed basis upon request at no additional cost to the Agency. The frequency of reports generated can be on a one-time only basis, monthly, weekly or as the Agency desires. Authorized Agency staff are provided with a unique logon and password. These reports are provided in PDF format, can be viewed, and printed. Reports can be viewed online 24/7 and will remain online for a minimum of five (5) years. Standard and custom reporting can be scheduled and automatically emailed to various department staff on daily, weekly, or monthly basis.

turboINSIGHTS

Turbo Insights is a dynamic home dashboard. Insights provides relevant information and analytics and gives visibility to how your parking operation is performing. Stats and charts are available to highlight trends by period, counts, officers, and GIS mapping features. Items include:

- Live dashboard and issuance reporting
- Daily average and average for day off week
- Multi-year view and comparison
- Top Officer issuance
- Top violation issuance
- Top location issuance
- Charted issuance by month, day of week and hour of day
- Mapping of issued citations, filter by date, officer for citations issued by ticketPRO Mobile
- Issuance gap reporting
- Set filtering to search and report violations by date range, time, location, block, and officer
- Monthly forecasting
- Live dashboard with activities tracking
- Ticket stock Inventory tracking and reporting

Citation Issuance Devices/Printers

ticketPRO magic

ticketPRO Mobile has been designed and developed by TDS to provide the best possible enforcement experience to our customers. It focuses on efficiency and error-free processes to ensure a fast and dependable environment. It empowers the enforcement team by giving them real-time current and historical plate and citation information, while connecting to integrated cloud-based resources to validate parking payment transactions.

There are various hardware choices to meet the city's needs. A two-piece option with a smartphone and printer or an all-in-one model.

ticketPRO Mobile has capabilities never offered before in citation issuance products. The concept is revolutionary and incomparable to other solutions in the parking industry. It is based on a smart-app design to take advantage of the native smartphone technologies and features. ticketPRO Mobile is a native app that works on Android and iOS devices.

ticketPRO Mobile has helped many customers improve their parking operation. Field enforcement staff appreciate all the features that it offers. Over the years, we have observed an increase of 20% in issuance volume for many customers. Below is a brief list of the many features:

notifyLPR -ALPR Integration with Motorola Vigilant, Tannery Creek and Quest Solutions

With one button push, our exclusive **notifyLPR** feature allows the ALPR vehicle to transfer vehicle hit info, violation, and photos onto a ticketPRO Mobile unit to print the citation. The ALPR vehicles also receive active permit status from our getaPERMIT application for real-time permit enforcement of virtual and standard parking permits.

Advanced On-Board LPR

No need to type in Plate, State, Make or Color. Enforcement simply snaps a photo of the vehicle, and this information auto-populated to start the citation. With a single picture snap, the app will handle seven different steps, hence saving the officer precious time. We have reduced the time to issue a ticket down to 15-20 seconds depending on the type of violation.

Permit Lookups and History

With TDS' Permit Management, Physical and Virtual parking permits are reported to each ticketPRO Mobile device and to the mobile ALPR solution.

Live Always Connected Device

Citation data and photos are transferred to and from all handheld units into our server in real-time. Agency and public will have immediate access to information and payment. No workstation computer is needed, and no batch process will be required. Furthermore, the public can pay or appeal their citation immediately after issuance. This improves customer service and eliminates the frustration of having to wait a few days before someone can pay for their ticket.

Pay-by-phone Integration.

Integrates with pay-by-phone and pay-by-space systems that provide real-time reporting to the officer so they will know if vehicle had paid or added additional time to their parking session.

Real-time Scofflaw and VIP Alerts
Scofflaw and VIP alerts notify the issuing officer of five or more previous violations or other vital information, even if updated on the same day. City staff can easily add plates with specific instructions and the officer will be alerted immediately when the same plate is used.

Real-time Meter and Permit Lookup
Meter and permit information from the agency can be integrated and used during issuance for lookups and validation.

Meter Mapping
By entering or scanning a meter number only, violation and location are automatically filled in, saving issuance time.

Real-time Data Sharing to All Units
All units can share citation data information, even if issued within minutes by another handheld.

Sticky Fields
State, Location, Violation and Comment can be easily set by user to remain for the next issued citation. Ideal for Street Sweeping enforcement.

Ticket History, Retention and Lookup
The system allows for automatic notification if a ticket is about to be issued to a plate that has previously been cited or warned. The information from the previous ticket is used to populate the current ticket information.

Marking/Chalking
The software allows tracking of vehicles by time, zone, location, or photo. Chalk alerts and Maps show expired vehicles and locations.

Shared Chalks
Enforcement staff can retrieve chalk records from other units on the same day to allow for continual chalking enforcement, even after shift changes.

Live Software Support to Each Device
Our infrastructure is set up to allow us to interact remotely with each individual device. This is used for training and troubleshooting, even while in the field. Software upgrades are done remotely to each individual unit by our support staff.

Issue and Warn
Officers can issue warnings and tickets for different violations at the same time. This saves time and provides public service for citizens.

GPS
Citations are automatically geo-tagged and mapped on ticketPRO Viewer and turbo INSIGHTS for Agency access.

Tow Agency Notifications
Email notifications with map, photos, issued citations and amounts due can be sent directly to a designated tow company or police department contact.

Visual Reporting/ Mapping

Our new **fieldTRACKER** is a visual dashboard showing issuance activities. Options to filter by Officer, Violation, Route, etc. This is a very flexible reporting tool that offers management a quick glance at vital parking information including mapping, date driven counts and statistics, Top 10 information by Officer, Violation, etc.

Support Features

Our support offering includes constant monitoring of device vital information such as storage, battery, memory, and other resources. Our support team can instantly connect to any device in the field to provide training, troubleshooting or to perform software updates. Our solution offers an always-connected device that is independent of the City's network.

Call or email directly from device:

- Remote Control/ In-field Support
- Unattended Software Development & Upgrades
- Quick & Easy Recovery
- Hot Swap Program to Ensure Continuous Operation
- Phone/ Email Support
- Proactive Notifications from Device to Support Team

Staff Support

TDS provides in-house staffing for all aspects of processing parking citations during normal business hours. All key contacts direct phone numbers and emails will be provided to the City's contract administrator and all designated city staff.

User manuals for the citation system are provided during training sessions and clearly identify all steps required to access and use system information. Initial onsite training at the city is provided for all systems to be used. Additional training is provided to the City as requested throughout the term of the contract.

Technical Support

TDS provides City staff with telephone support between 8:00 a m a n d 5:00 p m Pacific Standard Time (PST), Monday through Friday, except TDS' holidays. Our staff follows up on client requests to ensure an effective solution is provided in a timely manner. With permission, we can conduct remote support sessions to assist or train users when necessary.

Support via email is also available during normal hours and monitored before and after hours and weekends by key personnel. TDS provides special customer service and technical support emails which are viewed by primary staff and operations to ensure requests are responded to quickly, usually in minutes.

Scofflaw Report

A scofflaw file and a scofflaw report are generated each day. The file contains the most current habitual offenders and is used with the automated ticket writers and ALPR vehicles. The reports are updated daily for manual use. Taking advantage of multi-agency contracts, TDS can provide a combined scofflaw list.

TDS also provides a detailed scofflaw report, containing vehicle location information, which includes all license plates that have accumulated five or more delinquent parking violations.

Both TDS and the city can perform the verification of required documents (proof of residence verification, vehicle license information, etc.), data entry, maintenance functions, permit fulfillment and all required mailings, depending on the city's needs.

Account holders are notified when their account and application has been approved and if they need to sign back in their account to pay for the permit. Rejected accounts and applications also result in an email notification sent to the applicant notifying them of further actions or corrections.

Citation Collection Services

Special Collections and Delinquent Follow-Up

TDS provides two special collection programs to help maximize collection efforts. Our delinquent collections processes have been designed to deliver maximum revenue for our Agencies with minimum costs.

For Administrative citations, collection letters start after the responsible party has received a first notice before late penalties and a second notice with penalty added. Mailing timeline to start collection letters will start at 60 days, 90 days, or as determined by Agency.

Parking citation collections do not proceed until after citations have been through the DMV hold process or are unable to hold at California DMV. This allows the DMV process to collect a maximum before moving to collections. DMV holds last up to 18 months.

While other vendors are offering low percentage collection pricing, they are often collecting much earlier in the citation timeline or providing little more than another mailed notice, or both. TDS uses the highest quality of collection service to get consistent high results. More important, we successfully collect more citation revenue before entering special delinquent collections.

Innovative Collection Services

Innovative Collection Services (ICS) has been providing supplemental collection services since 1996. The ICS system is fully integrated with our citation system allowing for easy retrieval of parking citation and collection agency data.

Incoming new accounts as well as payment and "stop" information transmitted from the citation system are monitored and validated to ensure accuracy. ICS collects many citations considered otherwise non-collectable. Violators become responsive when a collection agency becomes involved, resulting in payments that normally would remain uncollected.

Franchise Tax Board

TDS also provides collections through the Franchise Tax Board Interagency Offset Program. We comply with all requirements set forth by the FTB for the Interagency Offset Program and we provide all the resources necessary so that you do not have to.

For all FTB-qualified citations, TDS:

- Combines all Admin and Parking citations by responsible party into single accounts
- Retrieves Social Security numbers
- Mails the pre-intercept notice to each registered owner. No multiple notices required.
- Process the mailed payments and enter FTB intercept payments
- Handle all calls from the public.
- The public may also make credit card payments online at pticket.com.

We have provided this service to our customers since 2007 and it has been proven to maximize citation collection rates for all participating agencies. Every agency that has participated in this program has continued to use it every year thereafter. All FTB-qualified accounts that remain unpaid are sent to the FTB to be ready for the submission of State tax returns. The FTB will send all intercepted funds directly to the City. TDS will receive the offset funds electronically and update the system to show the accounts/citations as closed, and to perform an ongoing reconciliation for the City.

TDS notifies the FTB of any interim payments received on our end or at the city and reports to the FTB so they will close the account on their system.

Network Infrastructure

TDS' network and security infrastructure provides secure access to all systems including Agency access to the TDS hosted applications and public access to pticket.com. Redundant Internet availability is based on a two-way scheme which includes Fiber connection to an SD WAN network and dedicated wireless links.

Dual firewalls provide redundancy and automatic failover in case of hardware failure and Internet link failover in case of circuit failure. Primary access is provided via local Data Center that offers a dependable and highly secure environment.

Critical servers are hosted in the Data Center which provides the following benefits:

- Advanced SD WAN connectivity, Fiber, Ethernet & Wireless
- Cutting Edge Infrastructure
- Fully Redundant, Data Grade Power
- Redundant and multi-carrier Internet backbone
- Physical and Network Security PCI
- SSAE18 Certified and compliant
- IDS/IPS/Cloud Firewall/Content Filtering

Our Santa Ana corporate office also hosts a redundant server and network to enhance availability.

TDS takes every measure and every precaution to ensure that the data is managed and properly protected. We incorporate high-industry standard security with SHA256 with RSA data encryption for all our web server and online systems. Our managed firewalls employ Intrusion Detection Service (IDS) and Intrusion Prevention Service (IPS) with hourly updates of new signatures and threats.

TDS remote staff and remote clients are required to connect via a Virtual Private Network (VPN) with multi-factor authentication.

TDS has taken the leap into virtualization. We have reduced our physical server footprint and implemented the latest in optimization. Virtualization provides us with benefits including high-availability and replication. We have also invested into a cutting-edge multi-site SAN technology that provides us with scalable storage; high-performance and site-to-site replication to protect our critical servers and data and ensure a backup that can be as real-time as possible.

PCI Compliance

Our e-commerce web sites go through a monthly intrusion detection test to make sure that our firewall and web servers adhere to the Payment Card Industry Data Security Standard (PCI DSS). The site is recertified at least quarterly to guarantee continued PCI compliance. Certification and encryption seals are visible to visitors to ensure their trust and confidence when conducting a payment transaction. As part of the PCI compliance, we also complete an annual self-assessment questionnaire (SAQ) to

maintain a valid certification.

Security Policy

TDS has a strict internal policy regarding the security of information. Access to information is confined to a select few individuals strictly on a need-to-know basis. Our technology department staff is provided with access to systems on an as needed basis to service the hardware and software and to support our on- going operations.

All access to our systems requires, at a minimum, a unique username and password combination. This access is governed by rules associated with each user's access level within the applications. By policy, usernames and passwords cannot be written down, nor stored in a computer anywhere, and as an added measure all passwords are regularly updated.

Email Security & Virus Protection

Email is the primary method of communication and collaboration with our clients. TDS feels that email security and protection is as important and as critical as any web or online system. TDS employs a third-party solution/service that not only filters out SPAM, Spyware, and viruses, but also stores and forwards email in case of failure or network outages. This ensures that emails sent to our clients are SPAM and Virus free.

All systems including PCs, Laptops, and servers within our network (including remote users) systems, have a managed end-point software tools to protect against file, system and email viruses and Spyware. Virus signature and protection policies are managed and updated by a centralized management console with reporting and alerting capabilities. Prevention and lockdown methods are available to isolate impacted systems.

Data Backup

System backups occur daily and, in some cases, hourly depending on the critical nature of the data. Site-to-site data replication is also used. Backup media are also sent to an off-site facility and a duplicate is sent to our northern California facility in San Jose. Backups are scheduled to run automatically. Backup logs are created and reviewed by our operations staff for exceptions and errors.

Systems and Network Services

Our core network systems are hosted in an SSAE18 data center facility. This is a highly secure facility designed to withstand major disasters. Our equipment is housed in a controlled environment providing a complete access lock-down.

Furthermore, having redundant power generators, Air Conditioning, and Internet backup, guarantees a continuous systems operation, data safety and integrity. Coupled with our site-to-site real-time replication, off-site media backup storage, and contractual agreement with other facilities, we continue business operation in case of an outage or major disaster. Facility access policy requires access card to enter facility, as well as bio-metric scan to enter the server and equipment areas. TDS's systems are locked in an unshared space with no external access possible. Video surveillance cameras are available throughout the facility.

Office Security (Santa Ana & San Jose)

Our two California office space facilities are secured at the building level by access cards allowing entrance to only certain individuals during and outside of normal business hours. Our suites are secured by access cards for all staff allowing entrance to the suite only at permissible hours. An intercom system is used to grant access to vendors and visitors after identification by company staff.

Additional Services

Permit Management System (PMS)

TDS offers a comprehensive Permit solution comprised of a self-service web application accessible to the public and city staff. This is a very customizable solution which supports city specific content, information, and activities. The public can register for a new account which can be used as a portal to view profile, applications, history, vehicles, obtain guest permits and pay online.

The permit management system is scalable and is designed to handle multiple permit types:

- Virtual Permits
- Guest Permits
- Temporary Permits
- Overnight Permits
- Annual Residential Permits
- Business Parking Permits
- RV Permits
- Yard Sale Permits
- Discount Permits for qualified applicants
- Multiple physical permits and multiple combinations

getaPERMIT is a cloud-based solution that simplifies the management and maintenance of residential permit issuance and enforcement while adhering to city policies and ordinance. Required documents can be collected during the registration and application process and digitally viewed and maintained during the verification process by the City and/or TDS.

Permit pricing can be tier-structured, prorated or allow for special exceptions. City users will have the option of waiving permit costs and over-ride permit limits.

Tier pricing example:
Agency-A allows 4 residential permits per household.
The first 2 permits are charged $50. Permit 3 is charged at a $100 and Permit 4 is charged at $200.

Prorate pricing example:
Agency-B residential permits are priced at $100 at the beginning of each year.
Each quarter, they are reduced by $25, for example, the residential permit price is reduced to $50 form July-Sept.

Our system will allow both TDS and designated city staff to issue and administer permits as needed. Our permit program services both online and manual permit processing.

New Account Process

An applicant will visit the specific city assigned URL to register for a new account. The applicant will upload the required documents to establish the account.

New Permit Application

After registering for a new account, the applicant would then order the permit needed and upload any required documents for the vehicle (usually vehicle registration).

Document Validation

Both TDS and the city can perform the verification of required documents, depending on what the city chooses. Account holders will be notified when their account and application(s) are approved, so they can sign back in to pay for the requested permit(s), if payment is required. Rejected accounts and applications will also result in an email notification sent to the account holder notifying them of further actions or corrections needed.

Mailed-In Applications

Applicants also have the option to mail in their account and permit application, along with the required documents. TDS will create the account, order the requested permits, and notify the account holder when to log in and pay for permits, when payment is required.

All mailed-in, online and over the counter submitted applications and documents will be available for viewing and managing via a single interface.

Permit Support (Call Center and Email Assistance)

TDS Customer Service Representatives are available Monday through Friday from 8am to 9pm, excluding holidays. We provide in-house training to all our Customer Service staff allowing them to provide account, application, or permit information. In addition, the staff is also trained to handle complaints professionally. TDS can enter "Notes" as calls are taken in instances where specific information will be helpful for future reference. All "Notes" entered can be viewed and/or printed by the city and TDS staff.

Here are just a few of the many getaPERMIT features:

Permit Renewal

When the account holder sets up the account, any vehicles that received a permit are automatically saved, making the renewal process simple. If the account holder does not have any vehicle changes to make, they will simply log in and click on Renew button for each vehicle needing a new permit. If there are new vehicles to add, the account holder would order the permit for that vehicle. The system will then save the vehicle information for future use.

The system allows for permit renewals; either by letter generation and mailing, and/or electronic notification. TDS can assist the city with creating email campaigns to improve customer service and communication. It is a complete solution with flexibility to help the city address their parking permit needs and provide convenience to the public.

Status Notification

Account holders are notified when their account and application has been approved and if they need to sign back in their account to pay for the permit. Rejected accounts and applications also result in an email notification sent to the applicant notifying them of further actions or corrections.

getaPERMIT web sites offer many features to help first time and returning visitors with easy access to navigate and access the site. Each page can have custom contest to better communicate instructions, announcements, and policies to visitors. This part is a focal point during the planning and implementation and can be changed at any time.

Website Branding

Our permit solution supports branding features to provide assurance to the visitors and that they have reached the correct web site. The URL link would be set as oc.getapermit.net and customized graphics are used.

Multi-lingual Support

The getaPERMIT website supports multi-lingual translations to help non-English speaking citizens or visitors.

Public Online "Self-Help" Access

The public will have access to their account profile in the permit portal to add/remove vehicles, order permits, check status on previous orders, change their account password, delete or resume pending applications, view their account and pay for their permits.

The getaPERMIT website will accept payments made with Visa, MasterCard or Discover. Our permit solution does not hold any card-holder data. We do not store, save or process payment though our servers. Our solution uses hosted payment system managed by a PCI compliant merchant/processor.

The getaPERMIT website can display description/FAQ related to the permit program, as well as provide forms and instructions for a manual permit application. A link to the city website can also be provided.

City Staff Users

City users have much more access than the public does. Depending on their role, city users can void permits, change/update the account name, phone number, and email address, add or remove addresses from the data base, make an account active/inactive, replace permits, waive permit costs, over-ride the permit limitation, email the account holder using the portal (the email gets saved in notes), add notes to the account and run/save/print reports, and accept credit card, check and cash payments for the permits.

Vehicle Changes/ Permit Replacement

getaPERMIT allows for permits to be replaced at a cost or to have the fee waived if the permit is lost or stolen. Permits can also be replaced or transferred to a different vehicle.

Real Time Enforcement

The TDS permit management system was designed to interface directly with ticketPRO mobile solution to provide real-time information of parking permits. Officers in the field will be able to check on permit status and receive pertinent information regarding annual, monthly, and daily permits even on same day, including virtual permits. ticketPRO can search by permit number as well as by plate for virtual permits.

getaPERMIT integrates with LPR systems by providing current permit information such as type, status, lost, stolen, temporary, etc. TDS has partnered with an LPR solution provider to provide a streamlined enforcement. Both Newport Beach and Culver City are using this solution to leverage and benefit the ticketPRO integration.

Unpaid Citation Notification (checkCITATION)

getaPERMIT supports the option to interface with the citation database and reports on outstanding citations. This can be used to prevent purchase/ renewal of a permit until the outstanding citations are paid. Visitors will be redirected to the payment website and then returned to the permit page to continue their purchase. This can be used to prevent purchase/renewal of a permit until the outstanding citations are paid.

getaPERMIT Mobile App

getaPERMIT mobile applications will be available for iOS and Android smartphones and tablets. Our mobile website will also support visitors from any mobile platform. The public will be able to access their account, order permits, submit their required documents, make their payment and obtain a receipt. This is ideal and convenient for guests and daily permits.

Reporting

TDS will provide daily reporting showing the dollar amounts collected and deposited daily. Detail and management summary reporting will be provided online. Monthly reporting will be provided showing the number of permits applied for, the number of pending permits and the number of permits issued. Financial and statistical reports will be customized as needed. Management reports will identify account type and permit activities. Using the web application, user can easily report on many types of information such as account types, account status, permit type and status, etc. Predefined pages will automatically filter additional data and allow manual filtering as well. For example, for account information, filters are available for type, status, and city zone. For permits, type, status, and city zone are available. Other filter or search criteria can be added.

Additionally, we offer heat-maps and other permit mapping reports that will help visually identify permit information throughout the city with filters to support current or older data as well as status and specific permit types.

One of the many things that sets us apart from other vendors is that TDS does not outsource Permit Management to a third party. Our getaPERMIT system simplifies the management and maintenance of permit issuance and enforcement while adhering to city policies and ordinance.

We have successfully transitioned many customers to getaPERMIT. TDS will work with the city to review existing data used in the current permit operation and extract relevant data such as addressed and zones. We will handle the import process and make sure all pertinent data has been transitioned.

Our getaPERMIT processing service is available to the city and can be quickly implemented. We would be happy to meet with the city to learn all the details of your parking permit programs. Pricing is available upon request.

3. References

TDS currently provides parking citation processing services to over 150 clients, consisting of municipalities and universities throughout the State of California. Additional references available upon request.

City of Bellflower	
Joel Hockman (562) 804-1424 x 2525 jhockman@bellflower.org Brian McNerney (562) 804-1424 x 2532 bmcnerney@bellflower.org	16600 Civic Center Drive Bellflower, CA 90706
The City of Bellflower joined TDS in 2015. They issue an average of 30,000 parking citations and 2,500 administrative citations a year. TDS provides the following citation processing services to the city:	
Administrative Citation Processing	***eAppeals**PRO* paperless appeals
Parking Citation Processing	Adjudication Processing
Online Credit Card Payment	Innovative Collection Services
Franchise Tax Board Services	Permit Management and Fulfillment
Out-of-State Citation Processing	

City of Tustin	
Steve Giddings (714) 573-3261 sgiddings@tustinca.org	300 Centennial Way
The City of Tustin joined TDS in 2002. They went out to bid and again awarded the contract to TDS to include additional services. The City of Tustin issues an average of 14,000 parking and 500 administrative citations yearly.	
Administrative Citation Processing	Permit Management and Fulfillment
Parking Citation Processing	Innovative Collection Services
Online Credit Card Payment	***ticketPRO*** ticket writers

Proprietary and Confidential
Do not Distribute

City of Stanton	
Keith Gifford (714) 890-4224 KGifford@ci.stanton.ca.us	100 Avenida Presidio San Clemente, CA 92672
The City of Stanton joined TDS in 2003 and added administrative citations in 2014. They issue an average of 8,000 parking and 500 administrative citations a year. TDS provides the following services:	
Administrative Citation Processing	Adjudication Processing
Parking Citation Processing	Innovative Collection Services
Online Credit Card Payment	

City of Anaheim	
Suzanne Heath Traffic Office Administrator Anaheim Police Department (714) 765-1808 SHeath@anaheim.net Brittney Malenofski Planning & Building Department Code Enforcement Division (714) 765-4413 bmalenofski@anaheim.net	425 S. Harbor Blvd. Anaheim, CA 92805 200 South Anaheim Boulevard Suite 525 Anaheim, CA 92805
The City of Anaheim joined TDS in 2005. After processing with TDS from 2005 to 2010, they returned to TDS in January 2015 after a contracted term with another firm and have recently renewed for another 5-year term. They issue an average of 120,000 parking citations and also administrative citations. They recently added Permit Management and Fulfillment to the list of services. TDS provides the following citation processing services to the city:	
Administrative Citation Processing	***eAppeals**PRO* paperless appeals
Parking Citation Processing	Adjudication Processing
Online Credit Card Payment	Innovative Collection Services
Franchise Tax Board Services	Permit Management and Fulfillment
Out-of-State Citation Processing	ticketPRO Mobile Enforcement (Android + iOS)

Proprietary and Confidential
Do not Distribute

4. Pricing

Parking Citation Processing Management

1. Electronic Parking Citations	$0.40 per citation
2. Added Fee for Manual Citation Processing	$0.25 per citation
• Entry of all citations. • Citation dispositions (bounced checks, payments, extensions, etc.) • DMV interface (r/o retrieval and placing and releasing registration holds) • Toll-free telephone number (for public access) • Multi-lingual interactive voice response system (IVR) • Customer services representatives (8 am – 5 PM, Mon - Fri, excluding holidays) • Daily pick up of payments and other documents from a TDS provided P.O. box. • Scan and remote deposit checks into agency's bank account. • pticket.com web pages customized for the agency. • Database maintenance and daily system backups. • Secure, cloud access for agency staff to citation database. • Documentation and training for use of TDS provided online system. • Ongoing client support and training.	
3. Reminder Notices (Notice of Violation)	$0.87 per notice
Includes all forms, envelopes, return envelopes and printing. Reminder notices are mailed 21 days after issuance or per agency timeline. Includes first class postage.	
4. Other Correspondence, Notices and Letters	$0.87 per notice
Includes all forms, envelopes, and printing. NSF letters, partial payments, name, and address changes, drive away notice, etc. Includes first class postage. (Excludes FTB and ICS notices)	
5. Initial Review and Hearing Notices/Lett	$0.87 per notice
TDS mails all initial review results letters, hearing notification letters and hearing result letters as required. All forms, envelopes and printing are included with the mailing. Includes first class postage.	
6. Paperless Appeals	$1.25 per appeal
This service allows for online submitted appeals and a 100% PAPERLESS appeal system. All mailed-in appeals are scanned into the system and are reviewable by Agency staff using the eAppeals PRO online review system. A complete history of all appeals, results, and who made the decisions, etc., is always available online for the Agency. Includes Hearing scheduling and coordination. Documents for Court provided to agency when required.	
7. Payment Plan Processing	$10.00 per Plan
The payment plan supports AB503 legislation. All payment plan letters will be at the "Correspondence" rate.	
8. Out-of-State Collections	22% of amount collected
TDS absorbs costs to retrieve out of state registered owner information. NLETS electronic access for out-of-state license plates.	
9. ICS Delinquent Collections	22% of amount collected
Applies to citations that are past DMV registration hold. Additional penalties	

applied (cost recovery), and up to two letters mailed from Innovative at no cost to the Agency. Includes taking toll-free phone calls from ICS customers and other follow-up efforts. **Cost recovery option available**	
10. Franchise Tax Board Collections	$2 Per Account Letter +15% of amount collected
TDS pursues otherwise uncollectible accounts by retrieving social security numbers from a third party, mailing required pre-intercept letters, and then sending the accounts to the FTB to intercept any state tax refunds or lottery winnings. *This fee is subject to change each new FTB year	
11. Credit Card Payments (Internet and Phone/IVR)	No Charge to Agency
A $3.95 convenience fee per citation paid will be charged to the public for this service. This fee covers the cost of ongoing maintenance, support, and enhancements of the web payment system, and includes daily and monthly reconciliation of all payments. (Fee subject to change).	
12. Banking Options - Agency may Choose from the following:	
Option 1: Remote (Scan) Check Deposits • Electronic deposits (scanning checks) into the Agency's existing bank account incur no monthly fee. • Same day funding credit for bank deposits. • Scanned check images available for investigations.	No Charge to Agency
Option 2: TDS Bank Management • Process all parking deposits into a separate account set up for the Agency. • Scanned check images available for investigations. • $3.50 fee per Refund • $1.25 fee per Returned Check or Chargeback • Write and send monthly surcharge check to the county based on reporting. • Write a check to TDS for services rendered. • Reconcile the account monthly and provide monthly reconciliation of all activities in the account. • Write a check to Agency monthly for the balance of the funds.	$100/month plus bank fees/supplies
13. Hearing Examiner Services – Parking Citations	$45 per Hearing $300 minimum per trip
TDS will provide an independent, fair, and impartial hearing examiner who will conduct phone, written, and in-person hearings. TDS agrees to perform the hearing examiner services at a date and time mutually agreed upon. Hearing examiners will comply with the training requirements for the position as outlined in California Vehicle Code Section 40215. TDS will ensure that hearings are completed in a timely manner, that decisions are rendered to uphold or deny each appeal and that all paperwork is completed. Trip minimum is calculated with Admin and Parking hearings combined.	
14. Postal Rate Increase Offset	
If postal rates increase during the term of this agreement, fees to TDS shall be raised immediately to offset the effect of the postal rate increase.	

Admin Citation Processing Management

Fee Per Electronic and Manual Parking Citation	$2.00/Electronic citation $5.00/Manual citation
• Entry of all citations. • Citation dispositions (bounced checks, payments, extensions, etc.) • Daily pick up of payments and other documents from a TDS provided P.O. box. • Scan and remote deposit checks into agency's bank account. • pticket.com web pages customized for the agency. • Database maintenance and daily system backups. • Secure, cloud access for agency staff to citation database. • Documentation and training for use of TDS provided online system. • Ongoing client support and training	
Notices Mailing	$1.11 per notice
Includes all forms, envelopes, return envelopes and printing. Up to two notices are mailed per agency timeline. Includes first class postage.	
Other Correspondence, Notices and Letters	$1.11 per notice
Includes all forms, envelopes, and printing. NSF letters, partial payments, name, and address changes, etc. Includes first class postage. (Excludes FTB and ICS notices)	
ICS Delinquent Collections	22% of amount collected
Collection will start based on an agency timeline. Up to two letters mailed from Innovative at no cost to the Agency. Includes taking toll-free phone calls from ICS customers and other follow-up efforts. **Cost recovery option available**	
Franchise Tax Board Collections	$2 Per Account Letter +15% of amount paid
TDS pursues otherwise uncollectible accounts by retrieving social security numbers from a third party, mailing required pre-intercept letters, and then sending the accounts to the FTB to intercept any state tax refunds or lottery winnings. *This fee is subject to change each new FTB year.	
Credit Card Payments (Internet and Phone/IVR)	No Charge to Agency
A $4 fee (minimum) or 4% of the amount paid (whichever is greater), convenience fee per citation paid by the public. This fee covers the cost of ongoing maintenance, support, and enhancements of the web payment system, and includes daily and monthly reconciliation of all payments. (Fee subject to change).	

Banking Options - Agency may Choose from the following:	
Option 1: Remote (Scan) Check Deposits • Electronic deposits (scanning checks) into the Agency's existing bank account incur no monthly fee. • Same day funding credit for bank deposits. • Scanned check images available for investigations.	No Charge to Agency
Option 2: TDS Bank Management • Process all parking deposits into a separate account set up for Agency. • Scanned check images available for investigations. • $3.50 fee per Refund • $1.25 fee per Returned Check or Chargeback • Write a check to TDS for services rendered. • Reconcile the account monthly and provide monthly reconciliation of all activities in the account. • Write a check to Agency monthly for the balance of the funds.	$75 + bank fees/supplies (assumes bank management already set up for parking services)
Hearing Examiner Services – Administrative Citations	$75 per Hearing $300 minimum per trip
TDS will provide an independent, fair, and impartial hearing examiner who will conduct in-person and other hearings. TDS agrees to perform the hearing examiner services at a date and time mutually agreed upon. TDS will ensure that hearings are completed in a timely manner, that decisions are rendered to uphold or deny each appeal and that all paperwork is completed. Trip minimum is calculated with Admin and Parking hearings combined.	
Postal Rate Increase Offset	
If postal rates increase during the term of this agreement, fees to TDS shall be raised immediately to offset the effect of the postal rate increase.	

ticketPRO nFORCER-II ALL-IN-ONE

ticketPRO Mobile Solution (All-in-one nFORCER-II Print) This option is a complete solution that includes phone, printer, software, 4G data plan, support, and maintenance for a single monthly price per unit.	
Initial One-time Fees	**Unit Cost**
ticketPRO Mobile software setup and configuration: Initial setup and installation of software with agency specific information	$100 per unit
60-Month Lease	**Monthly Rate**
Monthly Lease Details - Rugged Smartphone/Printer Combo + Data Plan • All included, all-in-one rugged nFORCER-II (smartphone + printer) • 4/5G data plan • Docking power stations • ticketPRO Mobile Parking App • Remote management software • ticketPRO Mobile and RM software licenses • Maintenance and support • nFORCER-II SCAN option (adds laser barcode scanner); Add $15/month/unit	$165 per month per unit
Monthly Lease Details	**Rate**
Smartphone: Built-in rugged smartphone or equivalent | High-Res Camera | Bluetooth | USB Charging | 4/5G LTE	Included
Printer: Built-in 3" printer.	Included
Managed 4/5G Voice and Data Plan	Included
ticketPRO Mobile Software: Parking and/or Admin Citation Software | Real-Time citation & photo transfer | Live Lookups for prior citations | Built-in LPR | ALPR interface | Electronic Chalking | GPS tracking | Live shared data between all devices | Interfacing with pay-stations, and payment by phone systems | Scofflaw and hotlist vehicle alerts	Included
ticketPRO Mobile Software Annual License	Included
Remote Management Software Maintenance and Support: Remote servicing and updates | Field support including remote-connect assistance | email support for Agency requests	Included

- Sales tax will be applied to all items listed.
- At the end of the monthly lease, all equipment will be returned to TDS in good working order. If equipment is not returned, the lease will revert to a month-to-month lease with 30 days' notice required prior to turning the equipment in.
- Early Termination Fees will apply.
- Rugged Smartphone and printer hardware are subject to availability.

Disclaimer:
TDS may subscribe to various third-party software services for the purpose of automating input of informationwhile writing the ticket. These services may include Google Maps, location services GPS, LPR services, andVIN lookups. TDS reserves the right, should these services terminate, to disable those services in the software. These services are integrated into the software for convenience and do not affect the issuance of citations.

ticketPRO nFORCER-II Accessories and Options

Item	Description	Price
1	Single Dock with power supply	$ 219.00
2	Single Dock without power supply(used with quad base)	$ 195.00
3	Quad Dock base only	$ 365.00
4	Quad Dock base with docks	$ 1,147.00
5	Hot swap Battery	$ 138.00
6	Carry case	$ 39.00
7	USB Car charger	$ 50.00
8	USB AC Adapter	$ 65.00
9	Hand strap	$ 24.00
10	Top Strap	$ 24.00

Accessories

60 Watt PD Charger

Charging Cable

XF Car Charger

Purse Handle

Carrying Case

Shoulder Strap

One Position Charging Dock

Single Position Dock Power Supply

Four Position Charging Dock

Citations and Envelopes	
	Unit Cost
TDS provides Standard or Custom citations and envelopes that are compatible with our ticketPRO Mobile solution.	Varies with size and quantity ordered

5. Appendix – Requirements Spreadsheet

The Equipment/Hardware/Software Requirements Spreadsheet if included with the submitted hardcopies. Electronic submission is provided as a separate PDF.

EQUIPMENT/HARDWARE/SOFTWARE REQUIREMENTS SPREADSHEET

	HANDHELD COMPUTER HARDWARE	Meets	Does not meet	Meets Alternatively	Additional Explanation
1	Display – 240x320 pixel (1/4 VGA) color TFT with LED front light.	X			6.7-inch AMOLED, 1080 x 2400
2	Operating System – Microsoft Windows Platform			X	Android Parking and Admin Citation APP Windows Mobile has reached end-of-life
3	Processor – Please describe the processor offered.				Snapdragon 865+
4	Memory - The handheld computer must support, at a minimum, 64mb high-speed SDRAM and 64mb nonvolatile flash storage.	X			RAM: 8GB
5	Durability – The handheld computer must meet environmental sealing rating of IP67 for protection against rain and dust. The handheld must be capable of withstanding repeated drops from a height of 4 feet (1.2 meters). The case must be constructed of high strength, solvent-resistant plastic.	X			
6	External Interfaces - Handheld must support communications of either wireless or through the existing network.	X			Cellular Live Data Transfer
7	Size - Handheld computer must not weigh more than 17 oz (490 grams). The unit must not exceed dimensions of 6.5" x 3.75" x 1.75" or 16.5cm x 9.5cm x 4.5cm.			X	All-in-One with built-in printer and smartphone. Smartphone meets size requirements.
8	Batteries - The main handheld battery must be a rechargeable pack	X			
9	Environment - The unit must be capable of being stored without damage within the temperature range of -22F (-30C) to +140F (+60C).	X			
10	Warranty - The handheld computer must have at least a one-year standard warranty.	X			
11	Scan Engine – The scanner must read 1D and 2D barcodes as well as scan an image in gray scale. The scanner must operate in temperatures between +14F (-10C) to +122F (+50C) and withstand drops of up to three (3) feet (1 meter).			X	Photo scan version quoted. A laser barcode scanner option is available.
12	Color x – The camera must be integrated into the handheld. The camera must have the ability to store snapshots as BMP, JPG and GIF file formats. The image resolution must be 240 x 320 or 640 x 480.	X			

	PRINTER	Meets	Does not meet	Meets Alternatively	Additional Explanation

1	Print Technology – The printer must have direct thermal technology.	X			
2	Case – The case of the handheld must provide increased shock absorption, weather resistance and protection from harsh environments.	X			nFORCER-II model with enhanced shock protection.
3	Size – Printer must not weigh more than 1.4 lbs (.64kg). The unit must not exceed dimensions of 6.2" (H) x 4.7" (W) x 2.6" (D) or 157.5mm (H) X 119.4mm (W) x 66.0mm (D).	X			All-in-one printer/smartphone. 3" Printer portion meets size requirements
4	Wireless Printing – The printer must support Bluetooth compliant wireless communication.	X			
5	Batteries - The printer battery must be a removable and rechargeable Battery.	X			
6	Speed – The printer must have a speed of 3 IPS (76.2mm).	X			
7	Print Resolution – The printer resolution must be 203 DPI (8 dots/mm).	X			
8	Print Width – The printer must have a maximum print width of 2.9" (73.66mm).	X			
9	Media Loading – The printer must have a "clamshell" design.	X			
10	Stock Width Control – The printer must provide an adjustable stock width control for variable roll sizes.			X	Stock provided will support parking and admin citation printing and meets hardware specification.
11	Environment - The printer must be capable of being stored without damage within the temperature range of -15 to +50 degrees C (5 to 122 degrees F).	X			
12	Warranty - The printer must have at least a one-year standard warranty.	X			

	GENERAL EQUIPMENT REQUIREMENTS	**Meets**	**Does not meet**	**Meets Alternatively**	**Additional Explanation**
1	Modularity – The system must allow for the addition of handheld ticketwriters, users, locations, and modules at a later time	X			
2	Host and Peripheral Hardware –Provide a recommendation for appropriate configuration for the system with which the handheld ticketwriters will interface	X			Cloud-based interface. No peripheral hardware required.
3	Host and Peripheral Hardware – Supply any necessary peripheral equipment to interface to the host system or handheld devices such as printers, magnetic stripes, color cameras, and bar code readers	X			Based on current applications use for Parking and Admin citation. Laster Barcode reader is available.

4	System Delivery – Install, deliver, and integrate the necessary	X			

	GENERAL SOFTWARE REQUIREMENTS	Meets	Does not meet	Meets Alternatively	Additional Explanation
	Utilize thin-client technology (web-browser)	X			
	Support current version of Internet Explorer	X			
	Employ a fully relational database that allows date to be manipulated, linked and queried.	X			
	Easily perform activities with context-sensitive menus	X			
	Access all information from any screen	X			
	Ability to disable fields, define fields as required, change field titles, associate default values	X			
	Schedule tasks to run automatically	X			
	Must be ADA compliant for color-blind disability	X			

	User Access Control & Security	Meets	Does not meet	Meets Alternatively	Additional Explanation
1	Allow for a wide range of user access control and security that can vary by module and security level from read-only access to complete insert ,edit, delete capability anywhere in the software system	X			
2	Allow for the creation of a profile for each individual user. Profiles must specifically detail access rights and security privileges as defined by the system administrator	X			
3	Allow for at least 50 different specific areas that can be granted or denied access as well as allowing for up to 7 different levels of access where appropriate	X			Unable to understand this requirement. It seems to be related to a specific software application not related to parking processing. Our system supports multiple access rights and user roles to satisfy the city's requirements.
4	Provide an audit trail of modifications and/or transactions executed by a particular user	X			
5	Allow for revocation of user access	X			
6	Ability to restrict full data edit and delete capabilities to authorized individuals	X			View only options
7	Allow user profiles to be cloned and applied to other users	X			
8	Allow for printing of a user's history or all users' history	X			

9	Allow for the ability to use foreign authentication. Foreign authentication programs must include LDAP and Microsoft Active Directory. Vendor must provide a list of the LDAP programs supported by the software			X	This can be available if required with additional development and integration and further discussion with the city's IT or security team.

	Parking Citation Manager Capabilities	Meets	Does not meet	Meets Alternatively	Additional Explanation
1	Ability for user to enter (via keyboard entry and/or automatic upload via handheld citation issuance devices), view, and print, by means of either an ad-hoc query or batch basis, citations. All information normally associated with a specific citation such as: Ticket #, License #/Yr./State (or Province), Plate Type, Meter #, Date Issued, Time Issued, Officer Code, Location Code, Violation Code, Vehicle ID Info. (Make, Model, Color), VIN # and miscellaneous officer or office notes	X			
2	Provide direct access to information displayed on the same screen or provide direct access with the use of links (such as violation information, field notes, and detailed status information regarding balance and late fees)	X			
3	Provide direct access to complete history of transactions associated with the citation, including monetary, telephone and walk-in contacts	X			
4	Display customer name, ID Number and associated company name on the citation if there is a customer assignment	X			
5	Allow for the pre-payment of citations not currently in the system, such as citations paid off the windshield.	X			
6	Include a mechanism to match the pre-paid citation against a citation that is entered into the system after payment is made.	X			
7	Ability to change the status of a citation including void, transfer, uncollectible, reduce to warning, write off, etc	X			
8	Ability to track all changes and adjustments made to a citation to a specific individual, date and time	X			
9	Allow for adjustments to the monetary amount of each citation	X			
10	Display vehicle, customer, hearing, receipts, notes/attachments, and pre-paid citation data all from the citation record	X			
11	Provide a visual indicator displayed on records with attachments	X			
12	Ability to support the attachment of scanned documentation, digital images or other electronic items to the citation	X			
13	Ability to directly access hearing and receipt (payment) information from the citation record	X			

EQUIPMENT/HARDWARE/SOFTWARE REQUIREMENTS SPREADSHEET

14	Provide a brief color-coded summary and direct access to all information and invoices associated with a citation on a single screen (e.g. customer, vehicles, appeals, receipts (payments), etc.). This summary screen should make use of color schemes and readily identifiable icons to expedite user recognition as well as provide context sensitive menus	X			
15	Accommodate a predefined digit alphanumeric format	X			
16	Provide a mechanism for rapid and convenient entry of hand-written citations utilizing defaults from the previously entered citation such as date, officer number, location, etc.	X			
17	Ability to reassign citations to a different customer (ex. From vehicle leasing company to vehicle lessor)	X			
18	Ability to track and define scofflaws and download scofflaw information to handheld citation units	X			
19	Ability to generate and print notification letters while maintaining an audit trail within the application. Direct access to letter history should be provided as well as storing a copy of the letter in the history	X			
20	Ability to e-mail notification letters while maintaining an audit trail within the application. Direct access to letter history should be provided as well as storing a copy of the e-mail in the history	X			
21	Ability to define one violation per citation and to support accumulated violations	X			
22	Ability to transfer citation balance due items to organization-wide account/billings receivable system	X			
23	Ability to define whether a violation uses accumulation or escalation	X			
24	Provide a detailed list of the history of customer association with a citation. The information should include, but not be limited to, the user who created, removed or changed the customer association	X			
25	Ability to insert an unlimited amount of user-defined fields. Field definitions include data type (date, flag, character, etc.), field title, length of field, etc.	X			
26	Ability to automatically assess escalations/late fees to citations meeting criteria without the user initiating the process	X			

27	Ability to automatically generate letters/e-mails for overdue citation notices without the user initiating the process	X			
28	Ability to "freeze" a citation from accruing late penalties and receiving notices	X			
29	Ability to generate a letter "on-the-fly" directly from the citation record. The letter or email generated must be recorded in the Citation and Customer's Letter histories as well as a copy of the letter or email sent	X			

Citation Appeals and Hearings Capabilities: This software must track the citation appeal and hearing process. When an appeal record is created, the information relating to a citation must be automatically copied into the appeal records as the citation number is entered

		Meets	Does not meet	Meets Alternatively	Additional Explanation
1	Ability to require an appeal to have a hearing or apply the result with requiring a hearing	X			
2	Enter user-defined result codes to indicate appeal outcome	X			
3	Provide an extensive notes field (including date of the note, note type, and comments)	X			
4	Ability to attach digital pictures, files or documents to the appeal record	X			
5	Allow for the adjustment of the citation's final amount due by an authorized person and keep track of all adjustments made to the record	X			
6	Relationally link and simultaneously update citation files	X			
7	Ability to set revised due dates	X			
8	Ability to put citations on hold (no further accumulation of late days, fees or notices) while appeal is in process	X			
9	Allow direct access to the citation, customer, and receipt records	X			
10	Ability to generate and print and/or e-mail appeal decisions and/or letters on demand for a single hearing or in batch for multiple hearings. This feature must allow the user to call up one of several standard customer-defined appeal response letters in the database file and have information about the citation, customer and vehicle information automatically entered on the standard letter	X			

11	Ability to automatically generate letters and e-mails for hearing notification/results notices without the user initiating the process	X			
12	Direct access to letter history should be provided as well as storing a copy of the letter in the history	X			
13	Contain a user-defined appeal note code that allows users to read why an appeal was upheld/denied as well as the ability to print this information on letters generated within the software	X			
14	Display a message if a citation is currently on appeal	X			
15	Allow for user-defined appeal types (oral, written, 2nd appeal, etc.)	X			
16	Ability to appeal multiple citations on a single hearing record	X			
17	Provide visual displays on records with attachments	X			
18	Ability to insert an unlimited amount of user-defined fields. Field definitions include data type (date, flag, character, etc.), field title, length of field, etc.	X			
19	Provide direct access to financial information related to the citation. This includes payments, adjustments, late/fees, appeal reductions, etc.	X			
20	Provide a brief color-coded summary and direct access to all information and invoices associated with a hearing on a single screen (e.g. customer, citations, receipts (payments), etc.). This summary screen should make use of color schemes and readily identifiable icons to expedite user recognition as well as provide context sensitive menus	X			
21	Provide configuration options for the time limit to appeal a citation and also whether payment is required before the appeal	X			
22	Contain a user-defined appeal note code that allows users to read why an appeal was upheld/denied as well as the ability to print this information on letters generated within the software	X			
23	Include a judgment decision note field which can be incorporated in the automated hearing	X			
	Vehicle Registration: This software must provide for the complete control of the vehicle registration process, including:	**Meets**	**Does not meet**	**Meets Alternatively**	**Additional Explanation**
1	Ability to view all activity associated with a vehicle including permits, citations, handheld notifications (messages sent to the handheld), and notes	X			
2	Ability to link multiple customers to a vehicle	X			

3	Ability to define vehicle assignment categories, such as registered owner, driver, rental car, etc.	X			
4	Ability to prioritize drivers and assign unique registration numbers	X			
5	Ability to manage and process the State of Indiana plate type series	X			
6	Maintain Vehicle Ownership and Plate Type information	X			
7	Ability to establish current liability for the vehicle	X			
8	Provide access to a DMV retrieval service for most states	X			
9	Ability to insert an unlimited amount of user-defined fields. Field definitions include data type (date, flag, character, etc.), field title, length of field, etc.	X			
10	Ability to send custom vehicle notifications to the handhelds, notifications includes a start and end date, notification type and comments. (Examples: do not ticket or tow, VIP, etc.)	X			
11	Support the attachment of scanned documentation, digital images or other electronic items to the record	X			
12	A visual indicator displays on records with attachments	X			
13	Extensive notes field (including date of the note, note type, and comments)	X			
14	Provide a complete list of invoices (citations, permits, etc.) related to the vehicle and the ability to go directly to one of those listed record	X			
15	Provide a brief color-coded summary and direct access to all information and invoices associated with a vehicle on a single screen (e.g. customer, citations). This summary screen should make use of color schemes and readily identifiable icons to expedite user recognition as well as provide context sensitive menus.	X			
16	Create scofflaw files based on the citations associated with a vehicle	X			
17	Provide a scofflaw flag on the vehicle record for easy identification	X			
18	The system should automatically remove the active scofflaw flag if the vehicle no longer meets the scofflaw requirements	X			
19	Provide a detailed audit trial of activity related to the vehicle	X			

EQUIPMENT/HARDWARE/SOFTWARE REQUIREMENTS SPREADSHEET

	Customer Tracking	Meets	Does not meet	Meets Alternatively	Additional Explanation
1	One unique account number issued per customer	X			
2	Display of balance due with convenient access to detail	X			
3	Ability to view a summary section with direct access to all information and invoices associated with a customer on one screen (e.g. citations,vehicles, appeals, boot/tow records, properties, payments, etc.)	X			
4	Unlimited number of addresses (physical and e-mail) per individual	X			Email is not currently provided by the agency and is not part of the record.
5	User-defined address types (home, work, school, etc.)			X	This can be added. Clarification is needed.
6	Ability to prioritize multiple addresses	X			
7	Capacity to apply held monies to a customer account with complete audit trail	X			
8	Ability to define E-mail address types (work, home, etc.)			X	This can be added. Clarification is needed.
9	Driver's license number field	X			
10	Insert an unlimited amount of user-defined fields. Field definitions include data type (date, flag, character, etc.), field title, length of field, etc.	X			
11	Ability to send user-defined customer statements in a variety of formats to inform customer of all outstanding invoices on account (citations, permits, boot/tow, etc.)	X			
12	Direct access to letter history should be provided as well as storing a copy of the letter in the history.	X			
13	Extensive notes field (including date of the note, note type, and comments)	X			
14	Ability to define addresses as invalid	X			
15	Ability to identify potential duplicate customer records with option to merge the duplicate records into one	X			
16	Provide a brief color-coded summary and direct access to all information and invoices associated with a customer on a single screen (e.g. citations, permits, vehicles, appeals, boot/tow records, third party billings, receipts (payments), associated properties, etc.). This summary screen should make use of color schemes and readily identifiable icons to expedite user recognition as well as provide context sensitive menus to allow appropriate edits, additions, status changes, and payment options, etc.	X			

17	Support the attachment of scanned documentation, digital images or other electronic items to the record	X			
18	A visual indicator displays on records with attachments	X			
19	Create scofflaw files based on the customer and not the vehicle	X			
20	Provide a scofflaw flag on the vehicle record for easy identification	X			
21	The system should automatically remove the active scofflaw flag if the vehicle no longer meets the scofflaw requirements.	X			
22	Associate free-form financial transactions and adjustments to a customer	X			Controlled by user access
23	Direct access to receipts (payments) associated with the customer	X			
24	Direct access to financial information related to the customer. This includes invoices, payments, adjustments, etc.	X			
25	Direct access to a customer's association with a property	X			

Payment Capabilities: The software must allow for direct posting to the proper financial account(s) and complete convenient access to virtually any information in the system without leaving the cash management module.

		Meets	Does not meet	Meets Alternatively	Additional Explanation
1	Posting of payments for citations, and NSF penalty fees	X			
2	Ability to accept and post both payments in full and partial payments as well as apply credits from an existing customer balance	X			
3	Ability to write-off balance of citation during acceptance of payment. This function must be	X			
4	restricted to authorized users and the maximum authorized write-off amount must be variable based on an individual user's access profile	X			
5	Ability to enter payments before citation information has been imported from handheld ticketwriters and have the information automatically updated when the citation is later uploaded from the handheld ticketwriter	X			
6	The system should have the ability to print each receipt to a variety of printers in a variety of formats, including point of sale receipt printers	X			
7	User-defined payment methods (i.e. cash, check, credit card, interdepartmental check)	X			

8	Restrict payment methods by a customer's classification	X			
9	Separate module for quick and easy batch application of citation mail-in payments	X			
10	Capability to mark NSF check receipts, add associated fees, send customer defined standard NSF check notifications and have the option to activate the "Do Not Accept Checks" feature in one easy process	X			
11	Extensive "notes" field on each register tape (e.g. to indicate why there are discrepancies between the expected balance and the actual balance)	X			
12	Ability to facilitate third party sales (i.e. an individual purchases a permit but the bill for the permit is directed to a third party)			X	Need more clarification. TDS provides Permit processing Services.
13	Ability to print receipts on demand and reprint receipts	X			
14	Ability to establish payment plans	X			
15	Ability to endorse checks	X			

Notice and Letter Generation Manager: The software must provide a module to allow for the notification of overdue invoices (includes citations, permits, events, etc.), permit renewals, and hearing results. Each letter must be printed and/or e-mailed based on customer-defined criteria such as but not limited to "days past citation issuance" for a given license number.

		Meets	Does not meet	Meets Alternatively	Additional Explanation
1	Ability to generate customer statements	X			
2	Ability to generate citation overdue notices	X			
3	Ability to generate hearing notification or results notices	X			
4	Send notices and letters by e-mail	X			
5	Allow the user to prioritize address types (address types must consist of both e-mail and address types)	X			
6	Allow the user to define/create different types of standard letters, including letters specifically for Appeals, Permit Renewals, Account Statements, Citation Billing, Multiple Overdue Notices, etc., for storage in the database file	X			

7	For each type of standard letter in the database file, the software must allow the user to print only one such letter applicable to only one citation, vehicle, or customer or the complete "batch" of that type of letter for all applicable citations, vehicles or customers when certain user-defined conditions are met			X	We currently handle all notices printing and mailing for your city.
8	Allow the user to delineate the specific combination of conditions that must exist in order to trigger the printing of each standard letter type for a particular citation, vehicle or registered owner. Definable conditions should include but not necessarily be limited to: number of days citation has been outstanding (unpaid), number of unpaid citations, letters for a specific state license plate only. Users should be able to combine these conditions using logical operators to form more complex situations			X	We currently handle all notices printing and mailing for your city.
9	Allow certain defined fields in each standard letter type to be automatically filled in by accessing data in the database file at the time of printing (i.e. customer name and address, etc.). Such defined blank fields for automatic data entry should include but not necessarily be limited to: individual listing of each unpaid citation, total dollar amount due, specific details for each outstanding citation, vehicle description information, registered owner information and customer authority name and address information	X			
10	Allow letters to be printed on a standard printer that can be accessed via a local workstation			X	TDS processes and mails all notices
11	Ability to "roll back" letters, if they were generated in error			X	TDS processes and mails all notices
12	Allow an unlimited number of user-defined letter headings to be selected by letter type. The user-defined letter headings should contain name, department, address, city, state, zip code, and phone number.			X	TDS processes and mails all notices
13	Allow for the customer unique ID number to be suppressed on letters/e-mails.			X	TDS processes and mails all notices
14	Generate and print notification letters while maintaining an audit trail within the application. Direct access to letter history should be provided as well as storing a copy of the letter in the history.			X	TDS processes and mails all notices

15	E-mail notification letters while maintaining an audit trail within the application. Direct access to letter history should be provided as well as storing a copy of the e-mail in the history	X			
16	Automatically generate letters/e-mails for overdue citation notices without the user initiating the process	X			

	Extensive Report Generation	**Meets**	**Does not meet**	**Meets Alternatively**	**Additional Explanation**
1	A chronological listing of citations written by violation type, parking facility location and date range	X			
2	Ability to produce predefined reports concerning citation activity, permit sales activity, and parking citation appeals activity.	X			
3	Ability to sort all reports by date range(s), ticket numbers, outstanding tickets, tickets issued by Officer ID, Tickets issued by location, tickets issued by violation, and tickets issued by time period(s).	X			
4	Ability to produce accounts receivable and write-off reports that indicate, by user-defined receivable type, the following: total dollars collected, total citations outstanding (unpaid or partially paid), and total citations disposed by disposition type over a user-defined period (e.g. monthly, annually, etc.).	X			
5	Utilize Crystal Reports, version 10 for processing standard and ad-hoc reports. The license to Crystal Reports must include a concurrent user license to run reports and a developer license to create custom reports.			X	Report generation is handled as part of our processing service. Custom reports can be provided
6	Integrate with Crystal Reports so that report execution is seamless and that the user does not see Crystal Reports execute, even when entering parameters for the report.			X	Report generation is handled as part of our processing service. Custom reports can be provided
7	Supports the import of Crystal Reports template files (.rpt files) and be able to execute these reports after they have been imported.			X	Report generation is handled as part of our processing service. Custom reports can be provided
8	Allow grouping of reports by category so as to simplify choosing a report from a list.	X		X	Report generation is handled as part of our processing service. Custom reports can be provided
9	Crystal Reports must provide the ability to create and export ASCII files.			X	Report generation is handled as part of our processing service. Custom reports can be provided
10	A listing of all vehicle license plates and VIN #s with "X" or more unpaid citations	X			

11	Number and percent of tickets issued by violation type during a date range	X			
12	Monthly accounts receivable report of tickets unpaid during specified date range	X			
13	An officer specific report containing tickets written by location, time of day and violation type during a specific time period	X			
14	A listing of uncollectible tickets by license plate # with ticket #(s) and total dollar amount due	X			
15	A listing of tickets by name, address and dollar amount due that have aged beyond a user-defined period that can be written off and placed in history files	X			
16	A detailed report of all activity for a given cash drawer on a given day by transaction type (bus tickets, parking tickets, permits, etc.). The report must show activity for each revenue-producing transaction category.			X	Data available for parking and admin citations
17	A report that will provide aging status for unpaid invoices. The report can be broken down by past due statuses – such as: Current, 30 days, 60 days, 90 days, and 180 days		X		Need clarification about "unpaid invoices". Custom report can be generated.

	Query manager: The software system must include a query manager that can be used for query building, data export, and posting (batch update). The query manager should include the following:	**Meets**	**Does not meet**	**Meets Alternatively**	**Additional Explanation**
1	Query Viewer that includes the name of the query, description, if the query is personal or shared, and if the query is associated to a task.			X	TDS provides a hosted solution with the ability to query data related to the various systems including scheduled and custom reports. Query by various citation data is available with export options.
2	Ability to maintain queries. Maintenance items include the ability to view, edit, export, import, clone, and delete queries from the query viewer.			X	TDS provides a hosted solution with the ability to query data related to the various systems including scheduled and custom reports. Query by various citation data is available with export options.
3	Query Builder that allows users to create a new query. A multi-step wizard should guide the user through the query creation process.			X	TDS provides a hosted solution with the ability to query data related to the various systems including scheduled and custom reports. Query by various citation data is available with export options.
4	Ability to use a query to edit data in batch form. This could include clearing a permit balance, changing a customer's classification, transferring citations, etc..			X	TDS provides a hosted solution with the ability to query data related to the various systems including scheduled and custom reports. Query by various citation data is available with export options.

	Data Import/Export	Meets	Does not meet	Meets Alternatively	Additional Explanation
1	Ability to create file formats (e.g. ASCHII files) that readily facilitate and accommodate data import/export between all aspects of the parking management system and external agencies or departments.			X	TDS provides a hosted solution with the ability to query data related to the various systems including scheduled and custom reports. The option to query by various citation data is available with export options. Excel, CSV, PDF export options are available.

Web Services: The software system must offer web services to allow external programs access to features within the application. Web services must, at a minimum, specifically interface with permit sales, citation payments, and the ability to access account information. The system should allow for the creation of a web-based interface allowing secure online transactions.

		Meets	Does not meet	Meets Alternatively	Additional Explanation
1	The vendor must offer consulting services, if needed, to help guide the web implementation process	X			More clarification is needed to understand the intent of using web services and the reference to Oracle databases. TDS offers a hosted cloud-based solution and manages all data for the various systems and services. Web services integration can be made available after understanding the city requirements and specifications. This effort will require additional cost which is unknown at this time.
2	Web services must provide a group of procedures and views that can be called from an outside system that is logged into an Oracle parking database			X	TDS provides a hosted solution with cloud-based access to various web sites to assist the agency and public in finding desired info.
3	Web services must allow a customer to find and pay all citations for which they are responsible	X			
4	Web services must allow a customer to find personal account information.	X			Account information is accessible depending on each system.
5	Web services must allow a customer to edit current biographical information			X	Need more clarification
6	Web services must allow a customer to appeal citations.	X			
7	Web services must allow for more than one citation to be appealed on the same appeal record			X	Individual citations can be appealed.
8	Web services must check apply any business rules defined in the Oracle parking database. This includes, but is not limited to, permit restrictions			X	TDS offers a hosted permit solution that supports business rules.

9	Web services must offer real-time interaction with the Oracle parking database			X	TDS provides a hosted solution with cloud-based access to various web sites to assist the agency and the public in finding desired information.
10	Web services must be capable of operating over a secure network connection including SSL	X			
11	All activities performed by a web service must be logged in the system activity and/or financial log of the system.			X	See item 1 above. Need more clarification.

Web Solutions (Optional): The vendor must offer web development solutions for an e-commerce and customer inquiry website. The vendor must offer packaged solutions and custom development option. Vendor should be able to develop a scope document outlining the work to be performed and offer a firm price. The e-commerce website must integrate with the Oracle database. The following solutions should be made available:

		Meets	Does not meet	Meets Alternatively	Additional Explanation
1	Customer Account Inquiry	X			TDS offers a hosted cloud-based solutions. More clarification is needed in reference to Oracle
2	Citations Payments	X			TDS offers a hosted cloud-based solutions. More clarification is needed in reference to Oracle
3	Permit Sales	X			TDS offers a hosted cloud-based solutions. More clarification is needed in reference to Oracle
4	Citations Appeals	X			TDS offers a hosted cloud-based solutions. More clarification is needed in reference to Oracle

Booting/Towing: The software must have a module that allows the user to process a booted/towed vehicle. This includes physically booting/towing the vehicle and releasing the vehicle to the owner.

		Meets	Does not meet	Meets Alternatively	Additional Explanation
1	User-defined release codes that can also be used in standard reporting			X	Mark citation as boot/tow and fees may be applied to allow for online payment.
2	Ability to enter all towing agencies and impound garages with associated agency fees that are automatically applied as necessary		X		Out of scope
3	Fields for entry of boot ID# and location		X		Out of scope
4	Support the attachment of scanned documentation, digital images or other electronic items to the record.			X	Miscellaneous documents/images can be attached to each citation.
5	Provide "thumbnail" previews of image files so a user is not required to open each image individually to view them.	X			
6	A visual indicator displays on records with attachments	X			

7	Provide a brief color-coded summary and direct access to all information and invoices associated with a boot/tow on a single screen (e.g. customers, receipts (payments), etc.). This summary screen should make use of color schemes and readily identifiable icons to expedite user recognition as well as provide context sensitive menus to allow appropriate edits, additions, status changes, and payment options, etc.	X			
8	Extensive notes field (including date of the note, note type, and comments)	X			

EQUIPMENT/HARDWARE/SOFTWARE REQUIREMENTS SPREADSHEET

	Data Warehouse	Meets	Does not meet	Meets Alternatively	Additional Explanation
1	Provide a data warehouse implementation to store data from external systems when that data is relevant to parking operation logic.			X	TDS provides a hosted solution with cloud-based access to various web sites to assist the agency and the public in finding desired information and manage the parking and code enforcement operation.
2	Ability to support an unlimited number of user-defined fields.			X	TDS provides a hosted solution with cloud-based access to various web sites to assist the agency and the public in finding desired information and manage the parking and code enforcement operation.
3	Enforce business rules to limit of format data.			X	TDS provides a hosted solution with cloud-based access to various web sites to assist the agency and the public in finding desired information and manage the parking and code enforcement operation.
4	Ability to accept updates to data using both batch and real-time integration tools (file importer, web services, etc.)			X	TDS provides a hosted solution with cloud-based access to various web sites to assist the agency and the public in finding desired information and manage the parking and code enforcement operation.

	Application Development Rights	Meets	Does not meet	Meets Alternatively	Additional Explanation
1	Allow for non-commercial, custom application development against the system.			X	More clarification is needed.
2	Ability to create custom programs and have the system execute those programs in an unattended manner according to our desired schedule.			X	Custom development and scheduling is handled by TDS. Various integrations are already available.

	Handheld Software	Meets	Does not meet	Meets Alternatively	Additional Explanation
1	User Interface - Handheld software must provide a user-friendly interface for ease of use and durability.	X			
2	User Configuration - The handheld software must be completely configurable so that the supervisor may select data entry fields and make them a required entry, an optional entry, or an unused field.	X			
3	Password/Security - The software must require a valid logon ID and possess two levels of security. One is to be used for system administration/configuration and the other for field personnel.	X			

4	Master Files - The system must support entry of information such as vehicle make, model, color, style, plate type, violation, location, void, and standard comment codes. The system must also support full registered owner, scofflaw, VIP, vehicle notifications and tow request files. At no time during citation entry must the user memorize codes for data entry; all entries must be selectable from a screen. This screen must employ a simple scrolling and paging function for location of data. The system must allow the user to browse these files at any time without being in citation entry mode.	X			
5	Citation Display and Edit – The system must easily allow the user to display all citation data entered to that point and to edit or modify any field without disruption of the citation entry process.	X			
6	Citation Browsing, Voiding, and Reprinting - The system must allow the user to view and void (optionally) any and all citations written by the user since the last upload of data to the host. A valid void code must be entered for the voiding of any completed citation and this code and the officer ID must be noted on exception report at the host. The system must also support reprinting of an issued citation.	X			
7	Auto Tag/Permit Search - When the license plate and permit number (if applicable) are entered during citation entry, the system must automatically search the customer, vehicle, VIP, scofflaw, and tow request files for a match. If a match is found, the customer and vehicle information must be automatically entered into the proper data fields without additional keying by the officer. If a match is found in any of the VIP, scofflaw, or tow request files, the system must supply feedback to the user. If a match is found in the scofflaw file, the system must display the number of unpaid citations, and outstanding balance.	X			
8	Time Stamping - All transactions must be time stamped by the system's internal clock. This feature may not be modified by user.	X			
9	Location - The system must support standard location codes and descriptions, location comments, block numbers, and meter numbers.	X			

EQUIPMENT/HARDWARE/SOFTWARE REQUIREMENTS SPREADSHEET

10	Comments - The system must support both standard comment codes and free-form comments. Software must allow the user to select whether the comments are printed on the citation or "hidden" and uploaded to the database.	X			
11	Fines/Violations - The system must be configurable by authorized personnel to allow field personnel to modify the standard violation fine. The system must support the entry of one violation per citation. The system should prompt the user if an additional citation should be issued to the vehicle. The system will prompt the user for information regarding the additional violation.	X			
12	Handheld Security - The handheld must have a security option so unauthorized users cannot access the system.	X			
13	Bar Codes - The software must support the capability to print a laser-quality bar code on the citation, reflecting the citation number, so that payment can later be easily and accurately applied to the correct citation during batch payment entry. The system shall support both "2 of 5" and "Code-39" (aka 3 of 9) barcode types. The system should be able to put any information (up to at least 20 characters) contained within a citation into the barcode, e.g. Citation Number, Date, Fine Amount, Impound #, License #, State, Plate Type, etc.	X			
14	User Defined Citation Print Formats - The software must allow authorized users to design an unlimited number of custom citation print formats. This includes a selection of variable fields as well as the ability to print warnings.	X			
15	Required License Plate Double Entry - The software must allow authorized personnel to select whether the license plate must be entered twice for confirmation.			X	Our software performs a plate validation to ensure compliance with the CA DMV format
16	Multiple Citation Alarm - The software must allow authorized personnel to select whether they wish to check for multiple citations to the same vehicle in the same day and notify the officer of the previous citation.	X			
17	Field Permit Checks - The handheld software must provide the ability to interface with a bar code laser scanner to perform validity checks on bar coded decals and hang tags.			X	Laser Barcode scanner option is available to support this requirement.
18	Double Entry – Optional feature requiring mandatory double permit entry to reduce data entry			X	Real-time lookup will validate permit number. Also laser barcode scan can be used instead.

19	Screen Order – The handheld should support presentation of citation data entry screens according to a user-specified order.			X	Citation data may be entered in any order
20	Wireless Option – The software should support real-time wireless communications over a wireless LAN or cellular network using (assuming sufficient hardware and wireless options are purchased).	X			
21	Snapshots – The software must provide the ability to take an unlimited number of color snapshots. The software must automatically download the snapshots and associate to the appropriate citation record.	X			

	Communications	**Meets**	**Does not meet**	**Meets Alternatively**	**Additional Explanation**
1	Host Communications Software - The system must offer a software manager for host communications.	X			
2	High Speed Communications - The system must offer the capability of direct host communication with multiple handheld units via high-speed data communications. High speed communications include communication speed of up to 11 Mbps using wireless 802.11b communication solution or communication speed of up to 800 Kbps for Bluetooth communication. All necessary hardware is provided by the vendor.	X			This requirement refers to the original Wi-Fi and Bluetooth standards. Our offer and equipment is 4/5G capable and run at much higher speed from 10Mbps and higher.
3	Real-time Wireless Communications – The system must offer the capability of real-time in-the-field communications. Wireless communications should be offered in either 802.11b or GPRS cellular communications.	X			

	Web Hosting & Database Services	**Meets**	**Does not meet**	**Meets Alternatively**	**Additional Explanation**
1	Provide redundant power supply to servers	X			
2	Provide redundant internet feeds	X			
3	Perform daily backups	X			
4	Provide firewall to limit access to data	X			
5	Provide Microsoft updates and security fixes to Flex servers.	X			

6	Provide maintenance checks for the database and or/software. Items may include memory adjustments, manual extension of table spaces/data files, exports, and imports to clean up internal fragmentation.	X			Our backup solution automatically manages all aspects of data protection and performance optimization.
7	Ongoing testing of databases maintained by Service Provider after initial implementation.	X			
8	Perform upgrades of new releases of software	X			
9	City Project Manager must be notified immediately of any system outages or server upgrades	X			

	Collection Service	**Meets**	**Does not meet**	**Meets Alternatively**	**Additional Explanation**
1	Provide an integrated Collections piece to the software allowing collections to be tracked in "real-time" that provides up to date debt and payment information for all customer accounts	X			

February 20, 2024

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 WITH IGM TECHNOLOGY CORP (GRAVITY) ($14,610) AND ISSUE A PURCHASE ORDER TO IGM TECHNOLOGY CORP (GRAVITY) FOR SUBSCRIPTION-BASED INFORMATION TECHNOLOGY ARRANGEMENTS (SBITA) IMPLEMENTATION SOFTWARE SERVICES ($6,000)**

SUMMARY

Adoption of the attached Resolution will authorize the City Manager to accept the proposal, execute a three (3) year agreement for Fourteen Thousand, Six Hundred Ten Dollars ($14,610) along with authorization to extend the term of the agreement for two (2) additional years, and establish a Purchase Order for IGM Technology Corp (Gravity) for Six Thousand Dollars ($6,000) for Subscription-Based Information Technology Arrangements (SBITA) Software Services for the first year of service.

BACKGROUND

As of the completion of the audit for the fiscal year ending June 30, 2023, the City is required to implement GASB 96 which is a recent Governmental Accounting Standards Board (GASB) accounting pronouncement which provides guidance on the changes to accounting and financial reporting for Subscription-Based Information Technology Arrangements (SBITAs) for government end users (governments). The objective of GASB 96 is to better meet the informational needs of financial statement users by improving accounting and financial reporting for SBITAs by governments. GASB 96 requires reporting agencies to recognize a right-to-use subscription Information Technology (IT) asset (the intangible asset). GASB defines a SBITA as a contract that conveys control of the right to use another entity's (a SBITA vendor's) information technology software, alone or in conjunction with tangible capital assets. This conveyance of control is specified for a period of time in an exchange or exchange-like transaction. It establishes a single model for SBITA accounting based on the foundational principle that SBITAs, like leases, are financings of the right to use an underlying asset.

STATEMENT OF THE ISSUE

Pronouncements of the GASB apply to financial reports of all state and local governmental entities. The calculations needed to implement this accounting standard are very complexed, therefore, an outside consultant is needed for services for providing an organized electronic platform. Lack of sufficient help for staff to implement GASB 96 by the FY2022-2023 Audit Report issuance will cause the City to have a "Qualified Opinion" on its Financial Statements, which could result in being out of compliance with GAAP (Generally Accepted Accounting Principles), which may cause financial risks for the City.

In order to obtain the necessary assistance to comply with the implementation of GASB Statement 96, City staff issued a Request for Proposal (RFP) in November 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 three responses. The candidates were IGM Technology Corp (Gravity), DebtBook, and Cradle Inc. Staff conducted an apples-to-apples comparison for the proposed services and cost over a three-year period.

Their proposed cost are as follows:

1. IGM Technology Corp ($14,610 over three years)
2. DebtBook ($30,000 over three years)
3. Cradle Inc. ($21,000 over three years)

Please refer to Attachment "A" for comparison details

IGM Technology (Gravity) has provided the lowest responsible bid for Subscription-Based Information Technology Arrangements (SBITA) Software Services, which is a service the City needs to comply with GASB 96.

Currently, IGM Technology Corp (Gravity) is the firm which is providing services for the City to comply with GASB 87 for Lease Accounting Standard implementation. IGM Technology has performed at a satisfactory level and staff believes it is in the City's best interest to engage their services to assist with the GASB 96 as well.

Staff is requesting authorization be given to enter into a multi-year agreement with IGM Technology Corp (Gravity) for Subscription-Based Information Technology Arrangements (SBITA) Software Services.

FISCAL IMPACT

The cost for these services is not to exceed Fourteen Thousand Six Hundred and Ten Dollars ($14,610) over a three-year period, per the proposal from IGM Technology Corp (Gravity).

A Purchase Order for Six Thousand Dollars ($6,000) 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 – City Controller Department Software Account	$6,000

The remaining funds will be budgeted in future years' budgets.

Once the software and services are implemented, the accounting and financial reporting for SBITAs will be compliant with the Governmental Accounting Standard Board Statement 96.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

SHARON RAHBAN NAVIZADEH
CITY CONTROLLER FORWARDED TO CITY MANAGER

APPROVED FOR FORWARDING:

WILLIE A. HOPKINS, JR.
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A MULTI-YEAR AGREEMENT WITH IGM TECHNOLOGY CORP (GRAVITY) ($14,610) AND ISSUE A PURCHASE ORDER TO IGM TECHNOLOGY CORP (GRAVITY) FOR SUBSCRIPTION-BASED INFORMATION TECHNOLOGY ARRANGEMENTS (SBITA) IMPLEMENTATION SOFTWARE SERVICES ($6,000)

WHEREAS, as of the completion of the audit for the fiscal year ending June 30, 2023, the City is required to implement GASB Statement Number 96 (GASB 96) which is a recent Governmental Accounting Standards Board (GASB) accounting pronouncement which provides guidance on the changes to accounting and financial reporting for Subscription-Based Information Technology Arrangements (SBITAs) for government end users (governments); and

WHEREAS, the objective of GASB 96 is to better meet the informational needs of financial statement users by improving accounting and financial reporting for SBITAs by governments; and

WHEREAS, GASB 96 requires reporting agencies to recognize a right-to-use subscription Information Technology (IT) asset (the intangible asset). GASB defines a SBITA as a contract that conveys control of the right to use another entity's (a SBITA vendor's) information technology software, alone or in conjunction with tangible capital assets. This conveyance of control is specified for a period of time in an exchange or exchange-like transaction. GASB 96 establishes a single model for SBITA accounting based on the foundational principle that SBITAs, like leases, are financings of the right to use an underlying asset; and

WHEREAS, pronouncements of the GASB apply to financial reports of all state and local governmental entities; and

WHEREAS, the calculations needed to implement this accounting standard are very complexed, therefore, an outside consultant is needed for services for providing an organized electronic platform; and

WHEREAS, lack of sufficient help for staff to implement GASB 96 by the FY2022-2023 Audit Report issuance will cause the City to have a "Qualified Opinion" on its Financial Statements, which could result in being out of compliance with GAAP (Generally Accepted Accounting Principles); and

WHEREAS, in order to obtain the necessary assistance to comply with GASB Statement Number 96, City staff issued a Request for Proposal (RFP) in November 2023; and

WHEREAS, 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; and

WHEREAS, the RFP yielded three responses. The candidates were IGM Technology Corp (Gravity), DebtBook, and Cradle Inc. Staff conducted an apples-to-apples comparison for the proposed services and cost over a three-year period.

Their proposed cost are as follows:

1. IGM Technology Corp ($14,610 over three years)
2. DebtBook ($30,000 over three years)
3. Cradle Inc. ($21,000 over three years)

WHEREAS, IGM Technology Corp (Gravity) has provided the lowest responsible bid for Subscription-Based Information Technology Arrangements (SBITA) Software Services, which is a service the City needs to comply with GASB 96; and

WHEREAS, currently, IGM Technology Corp (Gravity) is providing services for the City to comply with GASB 87 Lease Accounting Standard. IGM Technology has performed at a satisfactory level and staff believes it is in the City's best interest to engage their services to assist with the GASB 96 as well; and

WHEREAS, staff is requesting authorization be given to enter into a multi-year agreement with IGM Technology Corp (Gravity) for Subscription-Based Information Technology Arrangements (SBITA) Software Services; and

WHEREAS, the cost for these services is not to exceed Fourteen Thousand Six Hundred and Ten Dollars ($14,610) over a three-year period, per the proposal from IGM Technology Corp (Gravity); and

WHEREAS, a Purchase Order for Six Thousand Dollars ($6,000) 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 – City Controller's Department Software	$6,000

WHEREAS, the remaining funds will be budgeted in future years' budgets; and

WHEREAS, once the software and services are implemented, the accounting and financial reporting for SBITAs will be compliant with the Governmental Accounting Standard Board Statement 96; and

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 Subscription-Based Information Technology Arrangements (SBITA) Software Services; and

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

SECTION 1. That the City Manager is given authorization to enter into a three (3) year agreement along with authorization to extend the term of the agreement for two (2) additional years with IGM Technology Corp (Gravity) for an amount not-to-exceed Fourteen Thousand Six Hundred and Ten Dollars ($14,610) for Subscription-Based Information Technology Arrangements (SBITA) Implementation and Software Services.

SECTION 2. That the City Manager is hereby authorized to open a Purchase Order for Six Thousand Dollars ($6,000) for the first year of services provided by IGM

Technology Corp (Gravity) for Subscription-Based Information Technology Arrangements (SBITA) Implementation and Software Services for account 1001-650-000-4222.

SECTION 3. That the amount of Six Thousand Dollars ($6,000) Dollars 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 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 _____ day of _____, 2024.

_____
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 _____, 2024.

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

Attachment A

Firm name	Set-up	Hosting, Support, Maintenance	Additional Services (Included)	Optional Modules and Services		Travel and Lodging	Year 1 Fee	Year 2 Fee	Year 3 Fee	Total Fee
				(Not included)						
IGM (Gravity)	**One-Time Cost**: Includes professional services data migration, project management, customization, interfacing and conversion, initial training, direct and implementation support. Additionally, includes review, classification and data extraction services for up to 40 SBITA Contracts. **$2,000**	**1 Year Access:** Includes ongoing GASB 96 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. **$4,000** *(5% Maximum Annual Increase)	The Cloud service is available 24 hours per day all year long with a monthly availability avage of 99.99% unless there is an agreed upon downtime for maintenance. Proposer is able to certify that the sufficiency of its security standards, tools, technologies and procedures in providing the cloud service will meet statement-on-standards-for-attestation-engagment (SSAE) 18 service organization controls (SOC) 2 Type II audit results, and comply with applicable with industry standards and guidlines. Online and/or in-person staff training	AP Reconciliation for SBITA's- Includes full set up of the reconciliation template and connection to the journal entries. (One Time Fee) ERP Integration Annual Rate- Includes full implementation of the module, setting up batch upload ETL for data from the EFP system, and setting up the reconciliation template and journal entries.(Valid only if IGM's Lease Management module is also being implemented; subjected to annual price increase of 5%) Debt Management Annual Rate- Access for 1 year. Includes debt management services. software maintenance, training, support, updates, and upgrades throughout the standard licensing term. (Valid only if IGM's Lease Management module is also being implemented; subjected to annual price increase of 5%) Debt Management Implementation- Includes professional services implementation (including initial data migration, project management, customization, interfacing, and conversion), all initial training, and direct implementation support until go-live. (One time fee)	**$5,000.00** ***$1,500.00** ***$3,000.00** **$3,000.00**	No travel or lodging is expected during implemetation and/or training. Training is expected to be sufficient remotely, but if in-person is requested, travel and lodging would be an additional cost.	$6,000.00	$4,200.00	$4,410.00	**$14,610.00**
Cradle Inc.	Onboarding and Implementation Fee **$7,500 (Optional)**	This plan includes up to 40 agreements. Each additional arrangement can be added at a nominal cost of $9 per arrangement, per month. **$4,500 (No CPI)**	In-person or remote training	Onboarding and Implementation Fee	**$7,500**	No additional Cost for travel or lodging	12,000.00	4,500.00	4,500.00	**21,000.00**
DebtBook	Services include the Application Services , the Onboarding Services, the Support Services , and the Implementations Services for up to 40 subscritptions. **Premium Implementation $2,500 (100%discounted)**	**1 Year service-** Debtbook's management software-as-a-service application provided. Includes upfront SBITA organization and data extraction, schedule creation, ongoing compliance, project cost breakout, journal entries, and audit notes. **$10,000.00 (Services are all inclusive, No CPI mentioned)**	Client is provided a Dedicated Client Success Manager and/or access to a in-application chat to a generic email to reach the Support Team. Live group training	No options mentioned (Services are all inclusive)	No option, no pricing	No additional Cost for travel or lodging	$10,000.00	$10,000.00	$10,000.00	**$30,000.00**

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)
470	Gravity SBITA Management ● GASB 96	5	$4,000
	Total Service Fees – 12 months	**5**	**$4,000**

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	$4,200
Year 3	$4,410

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 SBITA Management ● Includes data extraction for up to 40 SBITA contracts ● Measure the reporting requirements for GASB 96	$2,000
Total Implementation Fees – 12 months	**$2,000**

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 _____, 2024 (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**_____
Willie A. Hopkins, Jr., 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 SBITA Management
  - Comprehensive On-Line Training
  - IGM Consulting Services in setting up and using Gravity to measure and maintain the reporting requirement proposed for GASB 96
  - Data extraction services for up to 40 SBITA 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

February 20, 2024

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

FROM: **CITY CONTROLLER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON TO AUTHORIZE AN AMENDMENT TO THE CITY CONTROLLER'S DEPARTMENT FY2023-2024 BUDGET AND TO AUTHORIZE THE CITY MANAGER TO OPEN A PURCHASE ORDER TO TANDYM GROUP LLC, AND ROBERT HALF INTERNATIONAL INC. FOR ACCOUNTING TEMP AGENCY SERVICES ($75,000 FOR ALL AGREEMENTS COMBINED)**

SUMMARY

Adoption of the attached Resolution will authorize the amendment to the City Controller's Department FY2023-20234 budget and to establish a Purchase Order of Seventy-Five Thousand Dollars ($75,000) for the combined services of Tandym Group LLC and Robert Half International Inc.

BACKGROUND

In order to achieve compliance with the State Auditor, State Controller, and External Auditor's recommendations for continuous staffing of qualified personnel, the City Controller requested the use of a Temp Agency as it would be beneficial to have temporary staff available in the interim until the hiring process has been completed.

Resolution #25,879 authorized the City Manager to execute agreements with Helpmates Staffing Services LLC, Century Group, Tandym Group LLC, and Robert Half International Inc for accounting temp services. Staff was unable to commence services with Century Group and Helpmates Staffing Services due to the City not receiving the required documentation to commence services. Services, however, were commenced with Tandym Group LLC and with Robert Half.

The purpose of the Temp Agency was to provide a pool of staff to assist with maintaining sufficient, qualified staff in the Controller's office so that operations can be maintained. The term of the agreement was approved from July 25th, 2023 through July 31st, 2024. A Purchase Order was approved for Seventy-Five Thousand Dollars ($75,000) for the services. Funds for these services was expected to cover a three (3) month time span (August-October of 2023) while the Controller's Department's staffing vacancies were being filled. The approved Purchase Order funds have now been exhausted due to the use of the temp staffing services and the Controller's office staffing levels are still a work in progress. A new purchase order is being requested at this time to meet the staffing needs of the Controller's office.

STATEMENT OF THE ISSUE

The Accountant I, Accountant II, and Accounting Specialist positions have not been completely filled and the original expected duration for the use of the Temp Agencies have expired.

In 2022, a recruitment for the Accounting Specialist position was successfully done, but due to a promotional advancement and temporary move-ups, there are remaining vacancies in the department. In November 2023, the recruitment for the Accounting II position began, and we anticipate a positive outcome. The City Controller's office has and will continue to work with Human Resources to fill these vacancies. The roles of these positions are needed as the City has new legal requirements for payroll, in which more Controller Accounting staffing resources will be needed to assist the Payroll Division. In adherence to the State of California Auditor's deadlines, the roles of these positions are pivotal, and a delay in progress will not be in the best interest of the City, as timely and legally required payroll dates and vendor payments could be at risk if the staffing is not sufficiently maintained by the help of the temp agencies.

With the need to continue the use of the temp agencies for maintaining operations, the Controller's office has attempted to meet with the Bargaining Unit of the said positions again, but was unsuccessful in arranging a meeting due to the lack of availability or non-response from most of the board members.

Staff is requesting for the approval of an amendment to the City Controller's Department FY2023-20234 budget and to establish a new Purchase Order of Seventy-Five Thousand Dollars ($75,000) for the combined services of Tandym Group LLC and Robert Half International Inc, since the funds of the previous Purchase Orders have been exhausted.

FISCAL IMPACT

The cost for these services is not to exceed Seventy-Five-Thousand Dollars ($75,000). A budget amendment to the FY2023-2024 City Controller's Department Budget is being requested for the following:

Decrease in Expenditure appropriations:

Account Code	Account Name	Amount
1001-650-000-4101	General Fund, Controller's Dept Salaries - Permanent	$75,000

Increase in Expenditure appropriations:

Account Code	Account Name	Amount
1001-650-000-4262	General Fund, Controller's Dept	$75,000

Other Professional Services

A Purchase Order for Seventy-Five Thousand Dollars ($75,000) is also being requested to be authorized to be issued to either firm or to all firms with a total-combined, but not-to-exceed the spending amount of Seventy-Five Thousand Dollars ($75,000), out of the following account:

Account Code	Account Name	Amount
1001-650-000-4262	Other Professional Services	$75,000

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution to authorize the City Manager to approve a budget amendment to the City Controller's Department FY2023-20234 budget and to open a Purchase Order for Tandym Group LLC, and Robert Half International Inc. for Accounting Temp Agency Services.

SHARON RAHBAN NAVIZADEH
CITY CONTROLLER

APPROVED FOR FORWARDING:

WILLIE A. HOPKINS, JR.
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON TO AUTHORIZE AN AMENDMENT TO THE CITY CONTROLLER'S DEPARTMENT FY2023-2024 BUDGET AND TO AUTHORIZE THE CITY MANAGER TO OPEN A PURCHASE ORDER TO TANDYM GROUP LLC, AND ROBERT HALF INTERNATIONAL INC. FOR ACCOUNTING TEMP AGENCY SERVICES ($75,000 FOR ALL AGREEMENTS COMBINED)

WHEREAS, in order to achieve compliance with the State Auditor, State Controller, and External Auditor's recommendations for continuous staffing of qualified personnel, the City Controller requested the use of a Temp Agency, as it would be beneficial to have temporary staff available in the interim until the hiring process has been completed; and

WHEREAS, Resolution #25,879 authorized the City Manager to execute agreements with Helpmates Staffing Services LLC, Century Group, Tandym Group LLC, and Robert Half International Inc for accounting temp services.

WHEREAS, staff was unable to commence services with Century Group and Helpmates Staffing Services due to the City not receiving the required documentation to commence services; and

WHEREAS, the purpose of the Temp Agency was to provide a pool of staff to assist with maintaining sufficient, qualified staff in the Controller's office, so that operations can be maintained; and

WHEREAS, the term of the agreement was approved from July 25th, 2023 through July 31st, 2024; and

WHEREAS, a Purchase Order was approved for Seventy-Five Thousand Dollars ($75,000) for the services; and

WHEREAS, the funds for these services was expected to cover a three (3) month time span (August-October of 2023) while the Controller's Department's staffing vacancies were being filled. The approved Purchase Order funds have now been exhausted, and the Controller's office staffing levels are still a work in progress; and

WHEREAS, the Accountant I, Accountant II, and Accounting Specialist positions have not been completely filled and the original expected duration for the use of the Temp Agencies have expired; and

WHEREAS, in 2022, a recruitment for the Accounting Specialist position was successfully done, but due to a promotional advancement and temporary move-ups, there are remaining vacancies in the department; and

WHEREAS, in November 2023, the recruitment for the Accounting II position began and we anticipate a positive outcome; and

WHEREAS, the City Controller's office has and will continue to work with Human Resources to fill these vacancies; and

WHEREAS, the roles of these positions are needed as the City has new legal requirements for payroll, in which more Controller Accounting staffing resources will be needed to assist the Payroll Division; and

WHEREAS, in adherence to the State of California Auditor's deadlines, the roles of these positions are pivotal, and a delay in progress will not be in the best interest of the City, as timely and legally required payroll dates and vendor payments could be at risk if the staffing is not sufficiently maintained by the help of the temp agencies; and

WHEREAS, with the need to continue the use of the temp agencies for maintaining operations, the Controller's office has attempted to meet with the Bargaining Unit of the said positions again, but was unsuccessful in arranging a meeting due to the lack of availability or non-response from most of the board members; and

WHEREAS, staff is requesting for the approval of an amendment to the City Controller's Department FY2023-20234 budget and to establish a new Purchase Order of Seventy-Five Thousand Dollars ($75,000) for the combined services of Tandym Group LLC and Robert Half International Inc, since the last ones has been exhausted; and

WHEREAS, the cost for these services is not to exceed Seventy-Five-Thousand Dollars ($75,000). A budget amendment to the FY2023-2024 City Controller's Department Budget is being requested for the following:

Decrease in Expenditure appropriations:

Account Code	Account Name	Amount
1001-650-000-4101	General Fund, Controller's Dept Salaries - Permanent	$75,000

Increase in Expenditure appropriations:

Account Code	Account Name	Amount
1001-650-000-4262	General Fund, Controller's Dept Other Professional Services	$75,000

WHEREAS, a Purchase Order for Seventy-Five Thousand Dollars ($75,000) is also being requested to be authorized to be issued to either firm or to all firms with a total-combined, but not-to-exceed the spending amount of Seventy-Five Thousand Dollars ($75,000), out of the following account:

Account Code	Account Name	Amount
1001-650-000-4262	Other Professional Services	$75,000

WHEREAS, staff recommends that the City Council adopt the attached Resolution to authorize the City Manager to approve a budget amendment to the City Controller's Department FY2023-20234 budget and to open a new Purchase Order for Tandym Group LLC, and Robert Half International Inc. for Accounting Temp Agency Services; and

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

SECTION 1. That the City Controller's Department Fiscal Year 2023-2024 Budget is authorized to be amended as follows:

Decrease in Expenditure appropriations:

Account Code	Account Name	Amount
1001-650-000-4101	General Fund, Controller's Dept Salaries - Permanent	$75,000

Increase in Expenditure appropriations:

Account Code	Account Name	Amount
1001-650-000-4262	General Fund, Controller's Dept Other Professional Services	$75,000

SECTION 2. That a new Purchase Order shall be issued to either firm or to all firms with a total combined, but not-to-exceed spending amount of Seventy-Five-Thousand Dollars ($75,000), out of the following account:

Account Code	Account Name	Amount
1001-650-000-4262	Other Professional Services	$75,000

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

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

ADOPTED this _____ day of _____, 2024.

_____
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 _____, 2024.

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

Attachment A

Recommendations noted in the State of California State Audit report to the City in October of 2022 (page 4 and 6)

"By July 2023, direct the City Manager to make efforts to fully staff the human resources department and the City Controller's office with qualified individuals to ensure that these departments can address Compton's broader, chronic issues related to staffing and finances. The level of staffing in the departments should be sufficient for the successful performance of key tasks, including those listed in our recommendations"

"By July 2024, the City Council should ensure that the City has issued its audited financial statements for fiscal years 2020-21, 2021-22, and 2022-23. The Council should adopt a requirement that, for subsequent years, the City must issue complete audited financial statements by six months after the end of the fiscal year. To ensure that it has the ability to meet this requirement, the City should consider measure such as increasing staff in the City Controller's office and training them on their responsibilities for preparing the financial statements."

"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."

The City has received 9 findings from the State Controller's office and from Eadie and Payne LLP external audit firm during FY2018- FY2020 as follows:

2014-074B- Commitment to Competence (SD)

Recommendation: We recommend that the City implement a remedial action plan to adequately staff the departments. Most importantly, the City Controller's Office should be staffed with qualified and experienced individuals who can contribute immediately to the performance of its accounting functions. In addition, we recommend that the City implement policies to address the importance of experience and proper training of back-up staff when regular staff members are not available. Inexperienced staff may cause material impact in the City's operations in terms of incurring additional costs, delaying the processing of financial transactions, and failing to keep City Management and the City Council updated with accurate information.

2014-062A- Turnover and Lack of Consistent Leadership (MW)

Recommendation: The SCO recommended that the City evaluate its hiring practices for its upper management positions. In addition, the SCO recommended that the City develop a succession plan that will help it to ensure continued leadership even during management turnover.

2014-064A- Lack of Adequate Staff Performing Critical Functions (MW)

Recommendation: The SCO recommended that the City implement a remedial action plan to adequately staff the noted departments. Most importantly, the City Controller's Office should be

staffed with qualified and experienced individuals who can contribute immediately to the performance of its accounting functions. In addition, the SCO recommended that the City implement policies to address the importance of experience and proper training of back-up staff when regular staff members are not available. Inexperienced staff may cause material impact in the City's operations in terms of incurring additional costs, delaying the processing of financial transactions, and failing to keep City Management and the City Council updated with accurate information.

2014-085B- Management Philosophy and Operating Style (SD)

Recommendation: We recommend that the City implement a remedial action plan to adequately staff departments. Most importantly, the City Controller's Office should be staffed with qualified and experienced individuals who can contribute immediately to the performance of its accounting functions. In addition, we recommend that the City implement policies to address the importance of experience and proper training of back-up staff when regular staff members are not available. Inexperienced staff may cause material impact in the City's operations in terms of incurring additional costs, delaying the processing of financial transactions, and failing to keep City Management and the City Council updated with accurate information.

2014-089B- Organizational Structure (MW)

Recommendation: We recommend that the City implement a remedial action plan to adequately staff departments that were affected by furloughs and reductions in the previous years. In addition, we recommend that the City implement policies to address the importance of experience and proper training of back-up staff when regular staff members are not available.

2014-091B- Organizational Structure (MW)

Recommendation: We recommend that the City implement a remedial action plan to adequately staff departments that were affected by furloughs and reductions in the previous years. In addition, we recommend that the City implement policies to address the importance of experience and proper training of back-up staff when regular staff members are not available.

2014-116B- Information (SD)

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.

2014-072B- Commitment to Competence (SD)

Recommendation: We recommend the City implement a remedial action plan to adequately staff the departments that are short on staff. In addition, we recommend the City implement policies to

address the importance of experience and proper training of back-up staff when regular staff members are not available.

2014-073B- Commitment to Competence (SD)

Recommendation: We recommend the City implement a remedial action plan to adequately staff departments that were affected by furloughs and reductions in the previous years. In addition, we recommend the City implement policies to address the importance of experience and proper training of back-up staff when regular staff members are not available.

RESOLUTION NO. 25,879

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON TO AUTHORIZE THE CITY MANAGER TO EXECUTE AGREEMENTS WITH HELPMATES STAFFING SERVICES LLC, CENTURY GROUP, TANDYM GROUP LLC, AND WITH ROBERT HALF INTERNATIONAL INC FOR ACCOUNTING TEMP AGENCY SERVICES, TO AUTHORIZE AN AMENDMENT TO THE CITY CONTROLLER'S DEPARTMENT FY2023-2024 BUDGET, AND TO AUTHORIZE A PURCHASE ORDER ($75,000.00 FOR ALL AGREEMENTS COMBINED).

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. A few of the recommendations included in this report were (on page 4 and 6 of the report) stated as the following,

"By July 2023, direct the City Manager to make efforts to fully staff the human resources department and the City Controller's office with qualified individuals to ensure that these departments can address Compton's broader, chronic issues related to staffing and finances. The level of staffing in the departments should be sufficient for the successful performance of key tasks, including those listed in our recommendations"

"By July 2024, the City Council should ensure that the City has issued its audited financial statements for fiscal years 2020-21, 2021-22, and 2022-23. The Council should adopt a requirement that, for subsequent years, the City must issue complete audited financial statements by six months after the end of the fiscal year. To ensure that it has the ability to meet this requirement, the City should consider measure such as increasing staff in the City Controller's office and training them on their responsibilities for preparing the financial statements."

"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, prior to the State Auditor's Report of October of 2022, there were also audit findings and recommendations to enhance the staffing in the City Controller's department that were published in the City's Single Audit Report and in the State Controller's Audit Report of 2018. The audit findings from the State Controller's Audit Report were combined with the City's external auditor (Eadie & Payne LLC)'s audit findings and were stated in the Fiscal Year 2019-2020 Single Audit report as follows:

The City has received 9 findings from the State Controller's office and from Eadie and Payne LLP external audit firm during FY2018- FY2020 as follows:

Finding Number	Finding Title	Recommendation
2014-074B	Commitment to Competence (SD)	We recommend that the City implement a remedial action plan to adequately staff the departments. Most importantly, the City Controller's Office should be staffed with qualified and experienced individuals who can contribute immediately to the performance of its accounting functions. In addition, we recommend that the City implement policies to address the importance of experience and proper training of back-up staff when regular staff member are not available. Inexperienced staff may cause material impact in the City's operations in terms of incurring additional costs, delaying the

		processing of financial transactions, and failing to keep City Management and the City Council updated with accurate information
2014-062A	Turnover and Lack of Consistent Leadership (MW)	Recommendation: The SCO recommended that the City evaluate its hiring practices for its upper management positions. In addition, the SCO recommended that the City develop a succession plan that will help it to ensure continued leadership even during management turnover. E+P concurs with the SCO finding and recommendation.
2014-064A	Lack of Adequate Staff Performing Critical Functions (MW)	Recommendation: The SCO recommended that the City implement a remedial action plan to adequately staff the noted departments. Most importantly, the City Controller's Office should be staffed with qualified and experienced individuals who can contribute immediately to the performance of its accounting functions. In addition, the SCO recommended that the City implement policies to address the importance of experience and proper training of back-up staff when regular staff members are not available. Inexperienced staff may cause material impact in the City's operations in terms of incurring additional costs, delaying the processing of financial transactions, and failing to keep City Management and the City Council updated with accurate information.
2014-085B	Management Philosophy and Operating Style (SD)	Recommendation: We recommend that the City implement a remedial action plan to adequately staff departments. Most importantly, the City Controller's Office should be staffed with qualified and experienced individuals who can contribute immediately to the performance of its accounting functions. In addition, we recommend that the City implement policies to address the importance of experience and proper training of back-up staff when regular staff members are not available. Inexperienced staff may cause material impact in the City's operations in terms of incurring additional costs, delaying the processing of financial transactions, and failing to keep City Management and the City Council updated with accurate information.
2014-089B	Organizational Structure (MW)	Recommendation: We recommend that the City implement a remedial action plan to adequately staff departments that were affected by furloughs and reductions in the previous years. In addition, we recommend that the City implement policies to address the importance of experience and proper training of back-up staff when regular staff members are not available
2014-091B	Organizational Structure (MW)	Recommendation: We recommend that the City implement a remedial action plan to adequately staff departments that were affected by furloughs and reductions in the previous years. In addition, we recommend that the City implement policies to address the importance of experience and proper training of back-up staff when regular staff members are not available.

2014-116B	Information (SD)	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.
2014-072B	Commitment to Competence (SD)	Recommendation: We recommend the City implement a remedial action plan to adequately staff the departments that are short on staff. In addition, we recommend the City implement policies to address the importance of experience and proper training of back-up staff when regular staff members are not available.
2014-073B	Commitment to Competence (SD)	Recommendation: We recommend the City implement a remedial action plan to adequately staff departments that were affected by furloughs and reductions in the previous years. In addition, we recommend the City implement policies to address the importance of experience and proper training of back-up staff when regular staff members are not available.

WHEREAS, in order to comply with the State Auditor, State Controller, and External Auditor recommendations for continuous staffing of qualified personnel, the City Controller is requesting that an agreement with at least one Temp Agency (a Temp Agency is firm that provides a pool of staff in a particular industry, for organizations that need assistance with maintaining sufficient, qualified staff on an on-going basis) be approved so that operations can be maintained.

WHEREAS, a Meet and Confer with affected Bargaining Unit representatives has already taken place on February 9th, 2023, and an agreement was reached that all other routine avenues of staffing the department were exhausted and that a temp agency would be the only avenue at this time to assist the Controller's Department to fulfill the requirements of the various auditing authorities through staffing.

WHEREAS, Controller Department staff has searched for quotes for accountants from various temp agencies specializing in Accounting staff.

WHEREAS, Section 4-11.7.d of the Municipal Code states the following in regards to competitive bidding requirements for accountants:

> *"Except as otherwise provided in Section 1409 of the City Charter, state, or federal law, the competitive bidding requirements of this section shall not apply in the following circumstances:*
>
> *d. Any contract for professional services; such as, but not limited to, attorneys, physicians, architects, engineers, consultants, accountant, specialized printers or other individuals or organizations possessing a high degree of professional, unique, specialized or technical skill or expertise. Selection of professional services providers shall be on the basis of demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required at a fair and reasonable price."*

WHEREAS, careful scrutiny has been placed by the City Controller Department staff on achieving qualified temporary candidates at a reasonable price by the comparison of various quotes of hourly rates and qualifications listed by temp agency candidate resumes. It is not feasible to know at the time of this agenda item the actual temp candidate that will be brought on-board since the pool of candidates maintained by different temp agency firms changes daily.

WHEREAS, currently there are two permanent vacancies in the Accounting Specialist position (due to a retirement and selection of internal candidate for the Financial Analyst position recruitment), and one temporary vacancy in the Accounting Specialist position (due

to a temporary move up opportunity of an existing Accounting Specialist into an Accountant I position). Additionally, there is one permanent vacancy for an Accountant II position. There is an on-going recruitment for Accounting Specialist for the permanent vacancies. The recruitment for Accountant II has not yet begun. The Controller's office is also waiting for a recruitment of Internal Auditor to be completed which may also affect the temporary vacancy in one of the Accounting Specialist positions.

WHEREAS, different temp agency firms have different candidates with different backgrounds, experiences, and different hourly rates who are available at different times. Therefore, agreements with four firms are being requested so that the most advantageous candidate can be selected at the best hourly rate from any of the firms. This approach increases the opportunities for the City to achieve its objectives at the lowest possible rate.

WHEREAS, the cost for these services is not to exceed Seventy-Five-Thousand Dollars ($75,000.00), which is $25,000.00 per vacancy, per the negotiation with the affected Bargaining Unit. A budget amendment to the FY2023-2024 City Controller's Department Budget is being requested for the following:

Decrease in Expenditure appropriations:

Account Code	Account Name	Amount
1001-650-000-4101	General Fund, Controller's Dept Salaries - Permanent	$75,000.00

Increase in Expenditure appropriations:

Account Code	Account Name	Amount
1001-650-000-4262	General Fund, Controller's Dept Other Professional Services	$75,000.00

WHEREAS, a purchase order for Seventy-Five-Thousand Dollars ($75,000.00) is also being requested to be authorized to be issued to either firm or to all firms with a total-combined not-to-exceed-spending-amount of Seventy-Five-Thousand Dollars ($75,000.00), out of the following account.

Account Code	Account Name	Amount
1001-650-000-4262	Other Professional Services	$75,000.00

WHEREAS, it is recommended that the City Council adopt the attached Resolution to approve the agreements and to authorize the City Manager to open a purchase order to Helpmates Staffing Services LLC, Century Group, Tandym Group LLC, and with Robert Half International Inc. for Accounting Temp Agency 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 Helpmates Staffing Services LLC, with Century Group, with Tandym Group LLC, and with Robert Half International Inc. for Accounting Temporary Staffing Services.

SECTION 2. That the City Council hereby authorizes a term ending July 31st, 2024 for Temporary Staffing Services with Helpmates Staffing Services LLC, Century Group, Tandym Group LLC, and with Robert Half International Inc. at a cost not-to-exceed Seventy-Five-Thousand Dollars ($75,000.00).

SECTION 3. That the term of the agreements will begin on July 25th, 2023 and end on July 31, 2024.

SECTION 4. That the City Controller's Department Fiscal Year 2023-2024 Budget is authorized to be amended as follows:

Decrease in Expenditure appropriations:

Account Code	Account Name	Amount
1001-650-000-4101	General Fund, Controller's Dept Salaries - Permanent	$75,000.00

Increase in Expenditure appropriations:

Account Code	Account Name	Amount
1001-650-000-4262	General Fund, Controller's Dept Other Professional Services	$75,000.00

SECTION 5. That the amount of Seventy-Five-Thousand Dollars ($75,000.00) will be available in the Fiscal Year 2023-2024 Budget allocated from account number 1001-650-000-4262 General Fund, Other Professional Services account.

SECTION 6. That a purchase order shall be issued to either firm or to all firms with a total-combined not-to-exceed-spending-amount of Seventy-Five-Thousand Dollars ($75,000.00), out of the following account.

Account Code	Account Name	Amount
1001-650-000-4262	Other Professional Services	$75,000.00

SECTION 7. That a copy of this Resolution shall be filed in the offices of the City Clerk, City Attorney, City Manager, and City Controller.

SECTION 8. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this 25th day of JULY, 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 25th day of JULY, 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

MEET AND CONFER

This notification is to confirm that a Meet and Confer took place amongst the City of Compton and AFSCME 3947 on Thursday February 9th, 2023 at 5 pm via Zoom to discuss the Controller's Office staffing needs. Both parties agreed there is a need for temp workers for vacant Accounting Specialist positions due to move up or due to employee separation from City, and one Accountant II position in the Controller's Department. It was agreed that temp workers could be hired from a temp agency while recruitments are being initiated and underway by the HR department. Additionally, it was agreed that a temp agency could be used such that not more than $25,000 would be spent on payments to temporarily fill each vacant position, unless the situation is reassessed through the meet and confer process again. They also agreed to review the need for temp workers in three months' time.

The City and the Union hereby agree:

4-12-23

Lupita Gomez Duran, President AFSCME 3947

4.12.23

Jose Lozano, Vice President AFSCME 3947

Sharon Rahban, City Controller

Jocelyn Logan, Deputy City Controller

4-12-23

Triphenia Simmons, Assistant City Manager

City Manager, Thomas Thomas

6/8/2022
Zoom

Controller's Office
2023 SEP 12 AM 11:33

RECRUITING AND STAFFING SERVICES AGREEMENT

This Recruiting and Staffing Services Agreement ("Agreement"), dated as 07/28/2023 (the "Effective Date"), is made by and between Tandym Group, LLC, with offices at 675 Third Avenue, 5th Floor, New York, NY 10017, ("Tandym") and City of Compton, with offices at 205 S Willowbrook Avenue, Compton, CA 90220 (the "Client").

In consideration of the mutual covenants and undertakings set forth herein, the sufficiency of which is hereby acknowledged, Tandym and Client agree as follows:

1. **Client Request**. For any recruiting or staffing services to be provided by Tandym to Client, Client will specify in writing ("Request"), at minimum: (a) whether the position to be filled is temporary or direct hire; (b) the job description, duties, and work location of the role; (c) any required education, experience, training, certificates, or licenses; (d) anticipated compensation; (e) whether any pre-employment screening such as criminal background checks, MVR searches, drug tests, education, certification, license verification, and/or the existence of non-competes or other restrictive covenant agreements, is required, and the scope thereof; and (e) any agreements that a Client wishes a candidate to sign.

2. **Direct Hire Services**. Where Client requests Direct Hire services, Tandym will refer candidates ("Candidates") that meet or exceed Client's requirements for a direct hire role.
   a. Tandym shall have earned a Placement Fee for any Candidate hired by Client and/or its affiliates or subsidiaries in the amount of twenty (20.0%) of the annualized first-year guaranteed compensation to be paid by Client to the Candidate for any Candidate hired or otherwise engaged for the provision of services by Client and/or its affiliates or subsidiaries for any role within one (1) year of the date of first presentment by Tandym or most recent interview by Client, whichever is later. Client and/or its affiliates, or subsidiary companies must notify us within 10 (ten) calendar days if a candidate has already been presented by another source, and no fee will be due. Failure to notify us of previously presented candidate within 10 (ten) calendar days will result in a presumption that any hiring or signing of the Candidate to a contract was due to a referral by our firm, in such case our fee will be paid in full. We reserve the right to request proof that the candidate was previously presented.

   b. Tandym will invoice the Client for the Placement Fee on the date the candidate commences employment, and are due within 60 calendar days following the date of the invoice. In the event Candidate is terminated (provided that the resignation or termination is not the result of, or in connection with a reduction-in-force, lay-off, down-sizing, reorganization, acquisition, merger, Customer exiting a particular line of business, material change in role, material change in resource allocations) within 30 days of commencement of employment, Tandym will use best efforts to provide a replacement, at no further cost, or provide 100% refund upon Client request. Additionally, Tandym will endeavor to provide a replacement with a comparable salaried person, at no additional cost to the Client, if termination/resignation should occur within 31 to 90 days. This and any other written or implied guarantee or discount is contingent upon payment of all invoices. All outstanding balances not paid within 90 days of the invoice date shall be subject to a late payment charge of 1.5 percent per month.

3. **Staffing Services**. Where Client requests Staffing services, TANDYM will recruit, interview, screen, verify employment authorization, employ (or, in the case of an independent contractors, engage), and refer candidates ("Assigned Staff") that meet or exceed Client's requirements for a temporary role.
   a. For all Assigned Staff, TANDYM shall be responsible for the payment of wages, provision of benefits, withholding and transmission of payroll taxes, unemployment insurance and workers' compensation as required by law, maintenance of employment records, providing health coverage as required by the Affordable Care Act (ACA), discipline and coaching based on Client feedback and, where requested by Client, removal from Assignment.
   b. TANDYM will advise Assigned Staff that they are not employees of Client and not entitled to vacations, disability, insurance, pensions or retirement plans, or any other benefits offered or provided by Client to its employees. Where required by Client, TANDYM shall require Assigned Staff to sign agreements with respect to maintaining confidentiality of Client information and assignment to Client of intellectual property rights in work performed on assignment with Client.

   c. If Client hires, retains, or otherwise directly or indirectly engages any Assigned Staff during an assignment or up to one (1) year thereafter, Client shall notify Tandym within ten (10) days of the commencement of such individual's

employment, retention, or engagement and pay to Tandym a Conversion Fee based upon the annualized guaranteed compensation to be paid to such converted Assigned Staff in their first year of employment by Client, as detailed below ("Conversion Fee"). There shall be no Guarantee Period for converted Assigned Staff. Conversion Fees are due within thirty (30) days of the commencement of the converted Assigned Staff's employment or engagement with Client. Any visa-sponsored staff are not eligible for conversion. This section shall survive termination of this Agreement for any reason.

Conversion Fee	Billable Hours Worked On Assignment
20%	0-520
10%	521-850
5%	851 and up

d. For all Assigned Staff on Assignment, Client will be responsible for (i) supervision, direction, and control of Assigned Staff activities while on assignment, (ii) providing any equipment or training required for the Assignment; (iii) providing workplace that complies with applicable federal, state and local laws including, but not limited to those laws mandating workplace safety requirements (including those of the Occupational Safety and Health Administration); (iv) providing rest and meal breaks where required by law; (v) not allowing Assigned Staffs to operate any vehicle or motorized equipment; (vi) employing reasonable controls to safeguard its physical property, confidential information, and intellectual property; (vii) not changing Assigned Staff's work site or job duties without prior written approval by Tandym.

e. Hourly Bill Rate for Accountant II position will not exceed $72/hr. Hourly Bill Rate for Accounting Specialist position will not exceed $47/hr.

4. **Staffing Services Fees.**

a. Fee rates for Assigned Staff services will be agreed to in writing on a per-role basis. Client will be invoiced on a weekly basis for hours worked by Assigned Staff, plus any applicable sales tax and approved expenses. Client shall be responsible for all fees and costs associated with providing Assigned Staff to Client, including, but not limited to pre-employment screenings, additional Client-mandated training and orientation, travel, lodging, orientation periods, and legally-mandated paid leave. Tandym will apply interest in the amount of one and one-half percent (1.5%) per annum on any amounts that remain outstanding past their due date.

b. If changes to applicable law result in an increase of labor costs of Assigned Staff (including, but not limited to wages, payroll taxes, and paid leave), Client will additionally pay the amount of any such costs until the parties agree on new bill rates. Tandym fee rates will be adjusted upward annually to account for inflation based upon the *U.S. Consumer Price Index for All Urban Consumers, All Items, U.S. City Average*, with a maximum adjustment of three percent (3%) per annum.

c. Unless a specific exemption applies under applicable law, Assigned Staff are presumed to be nonexempt from laws requiring premium pay for overtime, holiday work, or weekend work. Any overtime worked by nonexempt Assigned Staff shall be billed at the applicable overtime multiple (i.e. 1.5x regular rate of pay). Payment for Assigned Staffing services is due within sixty (60) days of Client's receipt of our invoice.

d. Time worked by Assigned Staff on Holidays will be billed at one and one-half times normal bill rate. Holidays will include: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve.

e. Client shall utilize Tandym's time tracking system for Assigned Staff, and shall designate a member of its staff who will be authorized to approve Assigned Staff time records. Time records approved by Client will be conclusive as to the Assigned Staff time worked, that the work performed by Assigned Staff was to Client's satisfactions, and that Client will pay for all such time worked at agreed-upon rates. Tandym may approve timesheets on Client's behalf if such timesheet is not approved within ten (10) days of the approval deadline. Client shall not ask any

Assigned Staff to perform services "off the clock." Client shall promptly notify Tandym of any issues with Assigned Staff. If Client disputes any portion of Tandym invoice, Client shall pay the undisputed portion. Any such issues, including but not limited to time record disputes, not reported to Tandym by Client within ten (10) days of the approval deadline shall be deemed waived.

5. **Compliance.**
   a. Client and Tandym affirm and agree that they are equal employment opportunity employers and are in full compliance with any and all applicable anti-discrimination laws, rules, and regulations. Client and Tandym agree that they shall not, and shall not permit, unlawful harassment, discrimination, or retaliation against any Candidate, or Assigned Staff on the basis of such individual's race, national origin, age, sex, religion, disability, marital status, or other category protected by law; nor shall either party cause or request the other party to engage in such unlawful discrimination, harassment, or retaliation. In the event of that either party receives a complaint of unlawful discrimination, harassment, or retaliation by or against any Candidate or Assigned Staff, the parties agree to cooperate in the prompt investigation and resolution of such complaint.

   b. Both parties will comply with all applicable laws with regard to hiring practices including, but not limited to, those regulating inquires into salary and criminal history. Tandym will not perform any background screening unless requested by Client.
   c. Client shall be solely responsible for reviewing and evaluating the qualifications, credentials, experience, and pre-employment screening results of any Candidate or Assigned Staff referred by Tandym, including determining the acceptability and competence of such individuals. Client will immediately notify Tandym if any such individual is found to be unacceptable. Client acknowledges that the ultimate decision concerning Assigned Staff's credentials, background, and qualifications belongs to Client.

6. **Client Subsidiaries and Affiliates.** Any of Client's parents, subsidiaries, or affiliates ("Affiliates") may engage Tandym for the provision of services under this Agreement. In such event, all references to "Client" shall, for the purposes of those services only, refer to such Affiliate and Tandym shall, unless directed otherwise in writing, send any invoices directly to such Affiliate. Notwithstanding the foregoing, Client shall remain responsible for payment of any fees due with respect to services provided to a Client subsidiary or affiliate who has not entered into a separate written agreement with Tandym.

7. **Confidential Information and Intellectual Property.**

   a. The parties acknowledge that either may be granted access to the information of the other that is confidential or proprietary in connection with this Agreement. Any such information received by either party or the Assigned Employees shall be deemed to be confidential and proprietary information, and shall be held by the receiving party strict confidence and shall not be disclosed to any third parties or used for any purposes other than the performance of obligations under this Agreement.

   b. Client shall be, the sole and exclusive owner of all right, title, and interest, including all intellectual property rights, in and to the work performed by Assigned Staff while on assignment with Client ("Work Product"). Tandym agrees, and will cause Assigned Staff to agree, that Work Product shall be considered "work made for hire" for Client. To the extent that any Work Product does not constitute a "work made for hire," Tandym hereby irrevocably assigns, and shall cause the Assigned Staff to irrevocably assign to Client, without additional consideration, all right, title, and interest in and to Work Product, including all intellectual property rights therein. Tandym shall cause the Assigned Staff to irrevocably waive, to the extent permitted by applicable law, any and all claims such Assigned Staff may now or hereafter have in any jurisdiction to moral rights with respect to the Work Product. Where requested by Client, Tandym shall cause Assigned Staff to sign an agreement consistent with this section and take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist Client to prosecute, register, perfect, or record its rights in or to any Work Product.

8. **Term and Termination.** This Agreement shall commence on the Effective Date and continue until terminated by either party. Either party may terminate this agreement upon thirty (30) days written notice to the other party.

9. **Disputes and Indemnification.**

a. In the event that Client believes that Tandym is in breach of this Agreement, before terminating this Agreement or commencing any legal action, Client must provide Tandym with a detailed written notice of the alleged breach and an opportunity to cure such breach of no less than thirty (30) days. In the event of impossibility of performance due to circumstances beyond a party's control (i.e., force majeure), such non-performance shall be excused.
b. Client shall indemnify, hold harmless, and defend Tandym, its parents, affiliates, and their respective officers, members, directors, employees, agents, successors, and permitted assigns from and against all claims, losses, and liabilities, including reasonable attorneys' fees arising out of or resulting from (i) the acts or omissions of Client, its affiliates, and their respective employees, independent contractors, vendors; (ii) the acts or omissions of any individual hired or converted to be an employee of Client; or (iii) Client's breach of this Agreement. In the event Tandym is required to commence litigation to collect any amounts due under this Agreement, Client shall, in addition to any fee due to us, be responsible to reimburse Tandym for reasonable attorney fees incurred in connection with such litigation.
c. EXCEPT WITH RESPECT TO A DIRECT HIRE CANDIDATE DURING THEIR FIRST NINETY (90) DAYS OF EMPLOYMENT WITH CUSTOMER, TANDYM MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO PERFORMANCE OR FITNESS FOR EMPLOYMENT OF ANY DIRECT HIRE CANDIDATE OR ASSIGNED STAFF. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE AGGREGATE LIABILITY OF TANDYM SHALL BE LIMITED TO THE TOTAL FEES PAID BY CLIENT WITHIN THE TWELVE (12) MONTHS PRECEEDING THE CLAIM GIVING RISE TO SUCH LIABILITY.
d. The provisions of this section shall survive termination of this Agreement for any reason.

10. **Miscellaneous**.
a. This Agreement supersedes all prior and contemporaneous agreements and understandings, written or verbal, concerning the Services and constitutes the complete agreement and understanding between the parties with respect to the Services. No amendment or other modification to this Agreement shall be valid or binding unless in writing and signed by an authorized officer of each party. Captions and headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement. Notwithstanding anything in the foregoing to the contrary, Company may, without breach or penalty, change the services outlined in this Agreement as necessary to comply with applicable law.
b. This agreement, and any disputes arising hereunder, shall be governed by and construed in accordance with the laws of the State of New York without giving effect to any conflict or choice of law provisions thereof. Any legal action arising under or relating to this letter agreement shall be brought exclusively to the state or federal courts located in the State of California, County of Los Angeles. Except as specified herein, failure by a party to enforce its rights under this agreement shall not constitute a waiver of such right.
c. Neither party shall assign its rights or obligations under this Agreement without the prior written consent of the other Party.
d. If any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall be unimpaired and shall remain in full force and effect, and the invalid, illegal, or unenforceable provision shall be replaced by a valid, legal, and enforceable provision that comes closest to the intent of the parties un the invalid, illegal, or unenforceable provision.
e. This Agreement may be executed in counterparts which, taken together, shall constitute one agreement and each party may execute this Agreement by signing such counterpart. Facsimile or electronic signatures will be treated as originals.

[INTENTIONALLY LEFT BLANK]

tandym

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Agreement through their duly authorized representatives effective as of the Effective Date.

Tandym Group, LLC
By: Lorraine Ladd
Printed Name: Lorraine Ladd
Title: Senior Vice President
Date: 8.2.23

CITY OF COMPTON
Recommended for Approval:

By Sharon Rahban
Sharon Rahban Navizadeh, City Controller
City Controller Department

Dated: 9-6-23

Approved by:

Dated: 9/11/23

By _____
Jerry Groomes, City Manager

Approved as to form:

By Merle Greene III
Eric Perrodin, City Attorney
for

Dated: 9/11/23

ATTEST:

CITY OF COMPTON INCORPORATED MAY A. D. 1888 CALIFORNIA

Dated: 9/12/23

By _____
Vernell McDaniel, City Clerk

RESOLUTION NO. 25,879

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON TO AUTHORIZE THE CITY MANAGER TO EXECUTE AGREEMENTS WITH HELPMATES STAFFING SERVICES LLC, CENTURY GROUP, TANDYM GROUP LLC, AND WITH ROBERT HALF INTERNATIONAL INC FOR ACCOUNTING TEMP AGENCY SERVICES, TO AUTHORIZE AN AMENDMENT TO THE CITY CONTROLLER'S DEPARTMENT FY2023-2024 BUDGET, AND TO AUTHORIZE A PURCHASE ORDER ($75,000.00 FOR ALL AGREEMENTS COMBINED).

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. A few of the recommendations included in this report were (on page 4 and 6 of the report) stated as the following,

"By July 2023, direct the City Manager to make efforts to fully staff the human resources department and the City Controller's office with qualified individuals to ensure that these departments can address Compton's broader, chronic issues related to staffing and finances. The level of staffing in the departments should be sufficient for the successful performance of key tasks, including those listed in our recommendations"

"By July 2024, the City Council should ensure that the City has issued its audited financial statements for fiscal years 2020-21, 2021-22, and 2022-23. The Council should adopt a requirement that, for subsequent years, the City must issue complete audited financial statements by six months after the end of the fiscal year. To ensure that it has the ability to meet this requirement, the City should consider measure such as increasing staff in the City Controller's office and training them on their responsibilities for preparing the financial statements."

"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, prior to the State Auditor's Report of October of 2022, there were also audit findings and recommendations to enhance the staffing in the City Controller's department that were published in the City's Single Audit Report and in the State Controller's Audit Report of 2018. The audit findings from the State Controller's Audit Report were combined with the City's external auditor (Eadie & Payne LLC)'s audit findings and were stated in the Fiscal Year 2019-2020 Single Audit report as follows:

The City has received 9 findings from the State Controller's office and from Eadie and Payne LLP external audit firm during FY2018- FY2020 as follows:

Finding Number	Finding Title	Recommendation
2014-074B	Commitment to Competence (SD)	We recommend that the City implement a remedial action plan to adequately staff the departments. Most importantly, the City Controller's Office should be staffed with qualified and experienced individuals who can contribute immediately to the performance of its accounting functions. In addition, we recommend that the City implement policies to address the importance of experience and proper training of back-up staff when regular staff member are not available. Inexperienced staff may cause material impact in the City's operations in terms of incurring additional costs, delaying the

		processing of financial transactions, and failing to keep City Management and the City Council updated with accurate information
2014-062A	Turnover and Lack of Consistent Leadership (MW)	Recommendation: The SCO recommended that the City evaluate its hiring practices for its upper management positions. In addition, the SCO recommended that the City develop a succession plan that will help it to ensure continued leadership even during management turnover. E+P concurs with the SCO finding and recommendation.
2014-064A	Lack of Adequate Staff Performing Critical Functions (MW)	Recommendation: The SCO recommended that the City implement a remedial action plan to adequately staff the noted departments. Most importantly, the City Controller's Office should be staffed with qualified and experienced individuals who can contribute immediately to the performance of its accounting functions. In addition, the SCO recommended that the City implement policies to address the importance of experience and proper training of back-up staff when regular staff members are not available. Inexperienced staff may cause material impact in the City's operations in terms of incurring additional costs, delaying the processing of financial transactions, and failing to keep City Management and the City Council updated with accurate information.
2014-085B	Management Philosophy and Operating Style (SD)	Recommendation: We recommend that the City implement a remedial action plan to adequately staff departments. Most importantly, the City Controller's Office should be staffed with qualified and experienced individuals who can contribute immediately to the performance of its accounting functions. In addition, we recommend that the City implement policies to address the importance of experience and proper training of back-up staff when regular staff members are not available. Inexperienced staff may cause material impact in the City's operations in terms of incurring additional costs, delaying the processing of financial transactions, and failing to keep City Management and the City Council updated with accurate information.
2014-089B	Organizational Structure (MW)	Recommendation: We recommend that the City implement a remedial action plan to adequately staff departments that were affected by furloughs and reductions in the previous years. In addition, we recommend that the City implement policies to address the importance of experience and proper training of back-up staff when regular staff members are not available
2014-091B	Organizational Structure (MW)	Recommendation: We recommend that the City implement a remedial action plan to adequately staff departments that were affected by furloughs and reductions in the previous years. In addition, we recommend that the City implement policies to address the importance of experience and proper training of back-up staff when regular staff members are not available.

2014-116B	Information (SD)	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.
2014-072B	Commitment to Competence (SD)	Recommendation: We recommend the City implement a remedial action plan to adequately staff the departments that are short on staff. In addition, we recommend the City implement policies to address the importance of experience and proper training of back-up staff when regular staff members are not available.
2014-073B	Commitment to Competence (SD)	Recommendation: We recommend the City implement a remedial action plan to adequately staff departments that were affected by furloughs and reductions in the previous years. In addition, we recommend the City implement policies to address the importance of experience and proper training of back-up staff when regular staff members are not available.

WHEREAS, in order to comply with the State Auditor, State Controller, and External Auditor recommendations for continuous staffing of qualified personnel, the City Controller is requesting that an agreement with at least one Temp Agency (a Temp Agency is firm that provides a pool of staff in a particular industry, for organizations that need assistance with maintaining sufficient, qualified staff on an on-going basis) be approved so that operations can be maintained.

WHEREAS, a Meet and Confer with affected Bargaining Unit representatives has already taken place on February 9th, 2023, and an agreement was reached that all other routine avenues of staffing the department were exhausted and that a temp agency would be the only avenue at this time to assist the Controller's Department to fulfill the requirements of the various auditing authorities through staffing.

WHEREAS, Controller Department staff has searched for quotes for accountants from various temp agencies specializing in Accounting staff.

WHEREAS, Section 4-11.7.d of the Municipal Code states the following in regards to competitive bidding requirements for accountants:

> *"Except as otherwise provided in Section 1409 of the City Charter, state, or federal law, the competitive bidding requirements of this section shall not apply in the following circumstances:*
>
> *d. Any contract for professional services; such as, but not limited to, attorneys, physicians, architects, engineers, consultants, accountant, specialized printers or other individuals or organizations possessing a high degree of professional, unique, specialized or technical skill or expertise. Selection of professional services providers shall be on the basis of demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required at a fair and reasonable price."*

WHEREAS, careful scrutiny has been placed by the City Controller Department staff on achieving qualified temporary candidates at a reasonable price by the comparison of various quotes of hourly rates and qualifications listed by temp agency candidate resumes. It is not feasible to know at the time of this agenda item the actual temp candidate that will be brought on-board since the pool of candidates maintained by different temp agency firms changes daily.

WHEREAS, currently there are two permanent vacancies in the Accounting Specialist position (due to a retirement and selection of internal candidate for the Financial Analyst position recruitment), and one temporary vacancy in the Accounting Specialist position (due

to a temporary move up opportunity of an existing Accounting Specialist into an Accountant I position). Additionally, there is one permanent vacancy for an Accountant II position. There is an on-going recruitment for Accounting Specialist for the permanent vacancies. The recruitment for Accountant II has not yet begun. The Controller's office is also waiting for a recruitment of Internal Auditor to be completed which may also affect the temporary vacancy in one of the Accounting Specialist positions.

WHEREAS, different temp agency firms have different candidates with different backgrounds, experiences, and different hourly rates who are available at different times. Therefore, agreements with four firms are being requested so that the most advantageous candidate can be selected at the best hourly rate from any of the firms. This approach increases the opportunities for the City to achieve its objectives at the lowest possible rate.

WHEREAS, the cost for these services is not to exceed Seventy-Five-Thousand Dollars ($75,000.00), which is $25,000.00 per vacancy, per the negotiation with the affected Bargaining Unit. A budget amendment to the FY2023-2024 City Controller's Department Budget is being requested for the following:

Decrease in Expenditure appropriations:

Account Code	Account Name	Amount
1001-650-000-4101	General Fund, Controller's Dept Salaries - Permanent	$75,000.00

Increase in Expenditure appropriations:

Account Code	Account Name	Amount
1001-650-000-4262	General Fund, Controller's Dept Other Professional Services	$75,000.00

WHEREAS, a purchase order for Seventy-Five-Thousand Dollars ($75,000.00) is also being requested to be authorized to be issued to either firm or to all firms with a total-combined not-to-exceed-spending-amount of Seventy-Five-Thousand Dollars ($75,000.00), out of the following account.

Account Code	Account Name	Amount
1001-650-000-4262	Other Professional Services	$75,000.00

WHEREAS, it is recommended that the City Council adopt the attached Resolution to approve the agreements and to authorize the City Manager to open a purchase order to Helpmates Staffing Services LLC, Century Group, Tandym Group LLC, and with Robert Half International Inc. for Accounting Temp Agency 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 Helpmates Staffing Services LLC, with Century Group, with Tandym Group LLC, and with Robert Half International Inc. for Accounting Temporary Staffing Services.

SECTION 2. That the City Council hereby authorizes a term ending July 31st, 2024 for Temporary Staffing Services with Helpmates Staffing Services LLC, Century Group, Tandym Group LLC, and with Robert Half International Inc. at a cost not-to-exceed Seventy-Five-Thousand Dollars ($75,000.00).

SECTION 3. That the term of the agreements will begin on July 25th, 2023 and end on July 31, 2024.

SECTION 4. That the City Controller's Department Fiscal Year 2023-2024 Budget is authorized to be amended as follows:

Decrease in Expenditure appropriations:

Account Code	Account Name	Amount
1001-650-000-4101	General Fund, Controller's Dept Salaries - Permanent	$75,000.00

Increase in Expenditure appropriations:

Account Code	Account Name	Amount
1001-650-000-4262	General Fund, Controller's Dept Other Professional Services	$75,000.00

SECTION 5. That the amount of Seventy-Five-Thousand Dollars ($75,000.00) will be available in the Fiscal Year 2023-2024 Budget allocated from account number 1001-650-000-4262 General Fund, Other Professional Services account.

SECTION 6. That a purchase order shall be issued to either firm or to all firms with a total-combined not-to-exceed-spending-amount of Seventy-Five-Thousand Dollars ($75,000.00), out of the following account.

Account Code	Account Name	Amount
1001-650-000-4262	Other Professional Services	$75,000.00

SECTION 7. That a copy of this Resolution shall be filed in the offices of the City Clerk, City Attorney, City Manager, and City Controller.

SECTION 8. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this 25th day of JULY, 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 25th day of JULY, 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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/23/2023

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 York International Agency, LLC 500 Mamaroneck Ave Suite 220 Harrison NY 10528	CONTACT NAME: PHONE (A/C, No, Ext): 914-376-2200 FAX (A/C, No): E-MAIL ADDRESS:
INSURED EXECGRO-01 Tandym Group Holdings, LLC, Tandym Group, LLC 675 Third Avenue, 5th FL New York NY 10017	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Philadelphia Indemnity Insurance Company — 18058 INSURER B : ACE American Insurance Company — 22667 INSURER C : Milford Casualty Insurance Company — 26662 INSURER D : Federal Insurance Company — 20281 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 20220685 **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 GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			PHPK2586325	8/1/2023	8/1/2024	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 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			PHPK2586325	8/1/2023	8/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			PHUB875997	8/1/2023	8/1/2024	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $
C C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		MWC1034581 MWC1035012	4/1/2023 4/1/2023	4/1/2024 4/1/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A D B	Staffing Professional Crime Cyber			PHPK2586325 8261-7732 F16308778 001	8/1/2023 7/1/2023 7/31/2022	8/1/2024 7/1/2024 9/1/2023	Occ-$2M/Agg $3M 1st Party - $1M Aggregate	Ded. $50,000 3rd Party - $5M 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The following policies are scheduled as underlying polices on the Umbrella - General Liability, Auto Liability, Workers Compensation and Professional.

Workers Compensation for the following States: Arizona, California, Colorado, Connecticut, Washington D.C., Florida, Georgia, Illinois, Indiana, Kentucky, Massachusetts, Maryland, Michigan, Missouri, Mississippi, Nevada, New Jersey, New York, Pennsylvania, Tennessee, Texas, Vermont, Virginia, Wisconsin, New Hampshire, North Carolina, South Carolina.

CERTIFICATE HOLDER

City of Compton
205 S Willowbrook Ave
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

Stephen P. DeMattos

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Name Of Additional Insured Person(s) Or Organization(s):
Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional Insured for 'bodily injury", "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the Named Insured.
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" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance 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.

B. 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.

© Insurance Services Office, Inc., 2012

THIS CERTIFICATE IS NON TRANSFERABLE
POST IN A CONSPICUOUS PLACE

CITY OF COMPTON BUSINESS LICENSE CERTIFICATE

BUSINESS LICENSE DIVISION ~ 205 S. WILLOWBROOK AVE, COMPTON, CA 90220 ~ (310) 605-5508

The below named license holder has paid a business license fee to engage in, carry on or conduct a business trade, calling, profession, exhibition or occupation coded below until this certificate expires. Granting of this license does not entitle the license holder to operate or maintain a business license in violation of any other law or ordinance. In addition this license is not transferable to any other party, and no refunds will be issued for the license once a certificate has been issued.

LICENSE NO:	BL23-000959	**EXPIRATION DATE:**	08/29/2024
BUSINESS:	Tandym Group LLC	**ISSUE DATE:**	08/29/2023
LOCATION:	675 Third Avenue, 5th Floor	**OWNERSHIP TYPE:**	LLC
OWNER NAME:	Tandym Group Holdings, LLC	**CLASSIFICATION:**	
MAILING ADDRESS:	675 Third Avenue, 5th Floor New York, NY 10017	**DESCRIPTION:**	STAFFING AND RECRUITING AGENCY
RESTRICTIONS:			

Tandym Group LLC
675 Third Avenue, 5th Floor
New York, NY 10017

CITY CONTROLLER
Contract Administration
Ext. 5663

CONTRACT EXECUTION BUCK SLIP

Date: October 12, 2023

To: City Attorney
City Manager
City Clerk

PLEASE RETURN ATTACHED CONTRACTS BY: **ASAP**

CONTRACT INFORMATION:

Contractor/Consultant: ROBERT HALF

Purpose: RH CUSTOMER AGREEMENT

Type of Document: **AMMENDMENT TO ORIGINAL RH CONTRACT**

Originating Department: CITY CONTROLLER'S OFFICE

Resolution Number: 25,879 Adopted: JUNE 25th, 2023

EXECUTION SIGN OFF:

for Merle Greene III — 10/17/23
CITY ATTORNEY — DATE

[signature] — 10/18/23
CITY MANAGER — DATE

[signature] — 10/18/23
CITY CLERK — DATE

City Manager

Distribution of copies: City Clerk, City Manager, City Attorney, City Controller (if money involved), Originating Dept. and other signing party.

First Amendment To
RH Customer Agreement

This First Amendment to RH Customer Agreement (the "Amendment") is by and between the City of Compton ("City") and Robert Half Inc., doing business through its finance & accounting contract talent, finance & accounting full-time engagement professional, and administrative & customer support practice groups ("RH"). This Amendment shall become effective as of the date last signed below/

RECITALS

WHEREAS, City and RH entered into that certain RH Customer Agreement with an effective date of September 12, 2023 (the "Agreement").

WHEREAS, City and RH desire to amend the Agreement to add background checks as more fully set forth below.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which each party acknowledges, City and RH agree as follows:

1. Section 2.1 of the Agreement shall be deleted and replaced with the following language:

"To the extent permitted by applicable law, RH will have a third party vendor (a) perform a Social Security Number verification; (b) perform a seven-year criminal background investigation for all (i) state felony convictions and pending charges, and (ii) state misdemeanor convictions and pending charges involving crimes of dishonesty or violence, in each county where our professional has resided or worked in the U.S. in the last seven years as stated on our professional's application; however, where such criminal background investigation is either impracticable, unavailable or would result in a delay of assignment (as determined by the third party vendor), the third party vendor will endeavor to complete a seven-year statewide criminal background investigation, if available; and (c) perform a seven-year criminal background investigation by having the third party search its private database of U.S. national criminal records for felony convictions and misdemeanor convictions for crimes of dishonesty or violence and to verify that our professional does not appear on select global terrorist and sanctions watch lists. You understand and agree that the third party vendor's database of U.S. national criminal records (i) is maintained by the third party vendor and not a governmental entity, (ii) is an incomplete aggregation of criminal records, and (iii) will not reveal or identify all criminal convictions. RH will review the information revealed by these checks and determine our professional's eligibility for jobs in accordance with applicable law. If any of the checks are not possible to complete due to delays and/or unavailability of one or more sources, you acknowledge that the checks will not be completed for our professional in time for our professional's start date due to such delays or unavailability of sources. You will permit our professional to start an assignment with you on the start date while attempting to complete the checks. You will hold RH harmless for any liability for having our professional start prior to the completion of the checks. If you request a copy of the results of any checks conducted on our professionals, you agree to keep such results strictly confidential and to use such results in accordance with applicable laws and solely for employment purposes."

©Robert Half Inc., 2023. All rights reserved. Robert Half Inc. is an Equal Opportunity Employer M/F/D/V

2. No other changes or modifications to the Agreement shall be effective unless the same are in writing and signed by the parties. In the event of any inconsistency between the terms of the Agreement and the terms of this Amendment, the terms of this Amendment will supersede and control. In all other respects, the terms of the Agreement are ratified and confirmed.

By signing below, both parties agree to the terms of this Agreement. Once signed, 1) any reproduction of this Agreement or job arrangement letter(s) made by reliable means (for example, photocopy or facsimile) is considered an original and 2) all Services ordered under this Agreement are subject to it.

ROBERT HALF INC.

By: _____

Print Name: David Saichin

Title: Regional Director

Date: 10/9/23

Branch Address: 970 W. 190th Street, Suite 400, Torrance, CA 90502

CITY OF COMPTON

Recommended for Approval:

By _____ Dated: 10-11-23

Sharon Rahban Navizadeh, City Controller

City Controller Department

Approved by:

Dated: 10/18/23 By _____

Jerry Groomes, City Manager

©Robert Half Inc., 2023. All rights reserved. Robert Half Inc. is an Equal Opportunity Employer M/F/D/V

Approved as to form:

By Merle Greene III Dated: 10/17/23

for Eric Perrodin, City Attorney

ATTEST:

Dated: 10/18/23 By _____

Vernell McDaniel, City Clerk

CITY OF COMPTON INCORPORATED MAY A. D. CALIFORNIA

©Robert Half Inc., 2023. All rights reserved. Robert Half Inc. is an Equal Opportunity Employer M/F/D/V

CITY OF COMPTON
INCORPORATED
MAY A. D.
1888
CALIFORNIA

RH Customer Agreement

This RH Customer Agreement (the "Agreement") governs transactions by which you retain the services of Robert Half Inc., doing business through its finance & accounting contract talent, finance & accounting full-time engagement professional, and administrative & customer support practice groups ("RH"), to assist City of Compton ("you" or "your") in meeting its contract talent needs.

Part 1 - General

1.1 Definitions

"Professional" means the individual assigned to you by RH.
"Branch" means the RH branch located at the address identified under the Robert Half Inc. signature line of this Agreement.
"Services" means the provision of services by the Professional to you.

1.2 Agreement Structure

Additional terms for the Services are included in Exhibit A, which are attached to this Agreement. RH also provides additional terms for Services in documents called "job arrangement letters" which are also part of this Agreement. All transactions under this Agreement will have a job arrangement letter, which will be sent to you when RH provides Services to you. In order to initiate Services, you will provide RH with notice (e.g., via telephone, e-mail, facsimile, or mail) describing the Services you need in reasonable detail. RH will promptly reply to such request and indicate whether RH will or will not provide the requested Services. If RH elects to provide the requested Services, RH will send you a job arrangement letter.

If there is a conflict among the terms in the various documents, those of this Agreement prevail over those of a job arrangement letter. You accept the terms in a job arrangement letter by your approval of the Professional's weekly timesheet or electronic time record.

Services become subject to this Agreement when RH accepts your order by 1) sending you a job arrangement letter, or 2) providing the Services.

1.3 Charges and Payment

Amounts are due and payable as RH specifies in Exhibit A, including the fees payable for directly hiring Professionals and the fees payable if a Professional works overtime, e.g., in excess of 40 hours per week. You agree to pay accordingly, including any late payment fee.

1.4 Changes to the Agreement Terms

For a change to be valid, both parties must sign it. Additional or different terms in any written communication from you (such as a purchase order) are void.

1.5 Limitation of Liability

Circumstances may arise where, because of a default on RH's part or other liability, you are entitled to recover damages from RH. Regardless of the basis on which you are entitled to claim damages from RH (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), RH's liability, if any, will (in the aggregate for all claims, causes of action or damages) be limited to any actual direct damages up to an amount equal to the fees actually paid to RH for the Services that are the subject of the claim. It is understood that you are responsible for implementing and maintaining usual, customary and appropriate internal accounting procedures and controls, internal controls and other appropriate procedures and controls (including information technology, proprietary information, creative designs and trade secret safeguards) for your company and RH shall not be responsible for any losses, liabilities or claims arising from the lack of such controls or procedures.

Items for Which RH is Not Liable

Under no circumstances is RH liable for any special, incidental, exemplary, indirect, lost profits, or consequential damages (including, but not limited to, lost business, revenue, goodwill, or anticipated savings), even if informed of the possibility.

1.6 General Principles of Our Relationship

a. Each party will maintain workers' compensation insurance and commercial liability insurance.

2023 SEP 13 AM 11:33 Controller's Office

©Robert Half Inc., 2023. All rights reserved. Robert Half Inc. is an Equal Opportunity Employer M/F/D/V

b. RH will be responsible, to the extent applicable, for any workers' compensation insurance, federal, state and local withholding and unemployment taxes, social security, state disability insurance or other payroll charges for the Professionals.
c. In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement remain in full force and effect.

1.7 Agreement Term

This Agreement will continue for a period of one year after the last date listed below, unless terminated earlier. Either party may terminate this Agreement on thirty days' written notice to the other.

Either party may terminate this Agreement if the other does not comply with any of its terms, provided the one who is not complying is given written notice and reasonable time to comply.

Any terms of this Agreement which by their nature extend beyond the Agreement termination remain in effect until fulfilled, including the payment obligations set forth in Section 1.3 above, and apply to each party's respective successors and assignees.

1.8 Warranties

EXCEPT AS SET FORTH IN EXHIBIT A, RH MAKES NO EXPRESS OR IMPLIED WARRANTIES REGARDING THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF QUALITY, PERFORMANCE, MERCHANTABILITY OR FITNESS FOR ANY PURPOSE.

Part 2 - Services

2.1 Pre-Assignment Screening

If you require RH to perform background checks or other placement screenings of Professionals, you agree to notify RH prior to the start of services under this Agreement. RH will conduct such checks or screenings only if they are described in a signed, written amendment to this Agreement. If you request a copy of the results of any checks conducted on RH's Professionals, you agree to keep such results strictly confidential and to use such results in accordance with applicable laws and solely for employment purposes.

2.2 Scope of Assignment

You shall supervise Professionals providing services to you. You shall not permit or require Professionals (i) to perform services outside of the scope of Professional's assignment; (ii) to sign contracts or statements (including SEC documents); (iii) to make any management decisions; or (iv) to use computers, or other electronic devices, software or network equipment owned or licensed by Professional.

2.3 Cash Handling and Other Financial Transactions and Activities

If you permit or allow a Professional to sign, endorse, wire, transport or otherwise convey cash, securities, checks, or any negotiable instruments or valuables, or conduct financial transactions or other related activities, you accept sole responsibility for all claims, demands and liability that may arise from permitting these activities. You represent and warrant that to the extent you permit or allow a Professional to engage in the activities described in this paragraph, you will not permit or allow a Professional to handle more than (i) $1,000 per day if you are a non-profit entity, or (ii) $25,000 per day if you are a for-profit entity. Since RH is not a professional accounting firm, you agree that you will not permit or require Professional (a) to render an opinion on behalf of RH or on your behalf regarding financial statements; (b) to sign the name of RH on any document; or (c) to sign their own names on financial statements or tax returns.

2.4 Workplace Safety

It is understood that you have full responsibility for: (i) providing safe working conditions as required by law, including compliance with all public health and occupational safety regulations and guidelines applicable to your business, and (ii) ensuring that safety plans exist for, and safety related training is provided to, Professionals working on your premises. To ensure the safety of potentially vulnerable individuals on your premises, you agree not to permit the Professionals to have unsupervised or unmonitored contact with (a) minors or (b) adults who are under your care, custody or supervision because of mental health impairments. If any assignment under this Agreement is for work to be performed under a government contract or subcontract, you will notify RH immediately (1) of any obligations in the government contract or subcontract relating to wages, and (2) if RH is legally required to initiate E-Verify verification procedures for any Professional. RH reserves the right to re-assign any Professional.

2.5 Operation of Vehicle and Equipment

©Robert Half Inc., 2023. All rights reserved. Robert Half Inc. is an Equal Opportunity Employer M/F/D/V

RH does not authorize Professionals to operate machinery (other than office machines) or vehicles. If you wish to permit Professionals to drive for business purposes, you accept sole responsibility for all liability, damages, injuries or other claims that may arise or be incurred as a result of such driving. If you require Professionals to drive a vehicle owned by you or your employee, you agree to maintain such vehicle in good working condition and maintain all necessary and appropriate insurance for the operation of such vehicle. Under no circumstances will you permit Professionals to: (i) make bank deposits, (ii) carry cash in excess of $100, negotiable instruments or other valuables while driving, or (iii) carry passengers in the vehicle. It is agreed that you accept full responsibility for, and that RH does not maintain insurance to cover any injury, damage, or loss that may result from your failure to comply with the foregoing.

2.6 Remote Work

you may request that RH permit its Professionals to provide services to you remotely (i.e., from a location other than your or your customer's premises) using your or RH's laptop and/or other computer or telecommunications equipment (the "Equipment"). You acknowledge and agree that RH shall have no control over, and you shall be solely responsible for, (i) the logical and physical performance, reliability and security of the Equipment or related devices, network accessibility and availability, software, services, tools and e-mail accounts (collectively, "Computer Systems") used by the Professional, and (ii) the security, integrity, and backing up of the data and other information stored therein or transmitted thereby. Moreover, you must not permit Professional to save or store any of your files or other data on the Computer Systems provided by RH (including, but not limited to, any virtual desktop infrastructure solution). You agree that RH shall not be liable for any loss, damage, expense, harm, business interruption or inconvenience resulting from the use of such Computer Systems.

2.7 Claims

RH will not be responsible for any claim related to the engagement, including, but not limited to, any Services performed during such engagement, unless you reported such claim in writing to RH within ninety (90) days after termination of the applicable assignment.

2.8 Confidentiality

The Professionals will execute any confidentiality agreement that you may require. You agree to be responsible for obtaining the Professional's signature. You agree to hold in confidence the identity of any Professional and the Professional's resume, social security number and other legally protected personal information, and you agree to implement and maintain reasonable security procedures and practices to protect such information from unauthorized access, use, modification or disclosure.

This Agreement is only applicable to, and the only Robert Half branch and practice groups obligated under this Agreement are, the finance & accounting contract talent, finance & accounting full-time engagement professional, and administrative & customer support practice groups of the Branch. This Agreement and its job arrangement letter(s) are the complete agreement regarding these transactions and replace any prior oral or written communications between the Branch and you regarding these transactions.

By signing below, both parties agree to the terms of this Agreement. Once signed, 1) any reproduction of this Agreement or job arrangement letter(s) made by reliable means (for example, photocopy or facsimile) is considered an original and 2) all Services ordered under this Agreement are subject to it.

ROBERT HALF INC.

By: _____

Print Name: David Sandra

Title: Regional Director

Date: 8/1/2023

Branch Address: 970 W. 190th Street, Suite 400, Torrance, CA 90502

©Robert Half Inc., 2023. All rights reserved. Robert Half Inc. is an Equal Opportunity Employer M/F/D/V

CITY OF COMPTON

Recommended for Approval:

By _____ Dated: 8-29-23

Sharon Rahban Navizadeh, City Controller

City Controller Department

Approved by:

Dated: 9/11/23 By _____

Jerry Groomes, City Manager

Approved as to form:

By _____ Dated: 9/11/23

for Eric Perrodin, City Attorney

ATTEST:

Dated: 9/12/23 By _____

Vernell McDaniel, City Clerk

After signing, please return a copy of This Agreement to the RH "Branch address" shown above.

©Robert Half Inc., 2023. All rights reserved. Robert Half Inc. is an Equal Opportunity Employer M/F/D/V

Exhibit A

Professionals are assigned to you under the following additional terms:

1. Guarantee - RH guarantees your satisfaction with the Services of the Professional by extending to you (i) a one-day (8 hours) guarantee for placements made through the finance & accounting or administrative & customer support practice group or (ii) a 37.5 hours guarantee for placements made through the finance & accounting full-time engagement professional practice group (the "Guarantee Period"). If, for any reason, the Professional is not satisfactory to you, RH will not charge for the hours worked during the Guarantee Period, provided that you allow RH to replace the Professional. Unless RH is contacted by you before the end of the Guarantee Period, you agree that the Professional is satisfactory for the purposes of this guarantee.

2. Bill Rates and Time Sheet - Hourly rates for all assignments will be agreed on a case-by-case basis. Professional will present a time sheet or an electronic time record to you for verification and approval at the end of each week. RH will bill you weekly for the total hours worked; RH's invoices are due upon receipt, including applicable sales and service taxes all of which are payable by you. In the event that RH's invoices are not paid by you when due, you agree to pay all of RH's costs of collection, including reasonable attorneys' fees, whether or not legal action is initiated. Additionally, RH may, at RH's option, charge interest on any overdue amounts at a rate of the lesser of 1½% per month or the highest rate allowed by applicable law from the date the amount first became due. RH may charge you a fee for the provision of equipment or technology, if you request that Professional use equipment or technology provided by RH. RH may also increase RH's rates to reflect increases in RH's cost of doing business, including costs associated with higher wages for workers and/or related taxes, benefits or other costs. RH will provide written or verbal notice of technology charges and/or increases in rates. Any increase in rates will be prospective, starting as of the effective date RH specifies.

3. Overtime - If applicable, overtime will be billed at 1.50 times the normal billing rate. Federal law defines overtime as hours in excess of 40 hours per week, state laws vary. If state law requires double time pay, the double time hours will be billed at 2.00 times the normal billing rate.

4. Hiring Full-Time Engagement Professionals - Professionals placed through finance & accounting full-time engagement professional ("full-time engagement professionals") are full-time, salaried employees of RH, and clients are discouraged from directly hiring them. You agree to seek RH's permission before you hire full-time engagement professionals. You will pay a conversion fee if you hire full-time engagement professionals, regardless of the employment classification, on either a full-time, temporary (including temporary engagements through another agency) or consulting basis within twelve months after the last day of the engagement. You agree to pay a conversion fee if a full-time engagement professional assigned to you is hired by a subsidiary or other related company or business as a result of your referral of the full-time engagement professional to that company or (ii) one of your customers as a result of the full-time engagement professional providing services to that customer. The conversion fee will equal 50% of the full-time engagement professional's aggregate annual compensation, including bonuses. The conversion fee will be owed and invoiced upon your hiring of the full-time engagement professional, and payment is due upon receipt of this invoice. The same calculation will be used if the full-time engagement professional is hired on a part-time basis using the full-time equivalent salary.

5. Hiring Non-Full-Time Engagement Professionals - After you evaluate the performance and potential of a Professional placed by any division other than finance & accounting full-time engagement professional ("non-FT Professional") on the job, you may wish to employ this person directly. In such event, you agree to pay a conversion fee. The conversion fee is payable if you hire the non-FT Professional, regardless of the employment classification, on either a full-time, temporary (including temporary assignments through another agency) or consulting basis within twelve months after the last day of the assignment. You also agree to pay a conversion fee if the non-FT Professional is hired by (i) a subsidiary or other related company or business as a result of your referral of the non-FT Professional to that company or (ii) one of your customers as a result of the non-FT Professional providing services to that customer.

©Robert Half Inc., 2023. All rights reserved. Robert Half Inc. is an Equal Opportunity Employer M/F/D/V

The conversion fee will be owed and invoiced upon your hiring of the non-FT Professional, and payment is due upon receipt of the invoice. The same calculation will be used if you convert the non-FT Professional on a part-time basis using the full-time equivalent salary.

The conversion fee will equal a percentage of the aggregate annual compensation, including bonuses for any non-FT Professionals, based on the length of assignment:

The Fee on Day 1 Starts at 25.00% of the Annual Salary
After 1 Month Worked (160 Hours) the Fee is 21.50% of the Annual Salary
After 2 Months Worked (320 Hours) the Fee is 18.00% of the Annual Salary
After 3 Months Worked (480 Hours) the Fee is 14.50% of the Annual Salary
After 4 Months Worked (640 Hours) the Fee is 11.00% of the Annual Salary
After 5 Months Worked (800 Hours) the Fee is 7.50% of the Annual Salary
After 6 Months Worked (960 Hours) the Fee is 4.00% of the Annual Salary at any time of hire beyond 6 months.

©Robert Half Inc., 2023. All rights reserved. Robert Half Inc. is an Equal Opportunity Employer M/F/D/V

RESOLUTION NO. 25,879

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON TO AUTHORIZE THE CITY MANAGER TO EXECUTE AGREEMENTS WITH HELPMATES STAFFING SERVICES LLC, CENTURY GROUP, TANDYM GROUP LLC, AND WITH ROBERT HALF INTERNATIONAL INC FOR ACCOUNTING TEMP AGENCY SERVICES, TO AUTHORIZE AN AMENDMENT TO THE CITY CONTROLLER'S DEPARTMENT FY2023-2024 BUDGET, AND TO AUTHORIZE A PURCHASE ORDER ($75,000.00 FOR ALL AGREEMENTS COMBINED).

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. A few of the recommendations included in this report were (on page 4 and 6 of the report) stated as the following,

"By July 2023, direct the City Manager to make efforts to fully staff the human resources department and the City Controller's office with qualified individuals to ensure that these departments can address Compton's broader, chronic issues related to staffing and finances. The level of staffing in the departments should be sufficient for the successful performance of key tasks, including those listed in our recommendations"

"By July 2024, the City Council should ensure that the City has issued its audited financial statements for fiscal years 2020-21, 2021-22, and 2022-23. The Council should adopt a requirement that, for subsequent years, the City must issue complete audited financial statements by six months after the end of the fiscal year. To ensure that it has the ability to meet this requirement, the City should consider measure such as increasing staff in the City Controller's office and training them on their responsibilities for preparing the financial statements."

"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, prior to the State Auditor's Report of October of 2022, there were also audit findings and recommendations to enhance the staffing in the City Controller's department that were published in the City's Single Audit Report and in the State Controller's Audit Report of 2018. The audit findings from the State Controller's Audit Report were combined with the City's external auditor (Eadie & Payne LLC)'s audit findings and were stated in the Fiscal Year 2019-2020 Single Audit report as follows:

The City has received 9 findings from the State Controller's office and from Eadie and Payne LLP external audit firm during FY2018- FY2020 as follows:

Finding Number	Finding Title	Recommendation
2014-074B	Commitment to Competence (SD)	We recommend that the City implement a remedial action plan to adequately staff the departments. Most importantly, the City Controller's Office should be staffed with qualified and experienced individuals who can contribute immediately to the performance of its accounting functions. In addition, we recommend that the City implement policies to address the importance of experience and proper training of back-up staff when regular staff member are not available. Inexperienced staff may cause material impact in the City's operations in terms of incurring additional costs, delaying the

		processing of financial transactions, and failing to keep City Management and the City Council updated with accurate information
2014-062A	Turnover and Lack of Consistent Leadership (MW)	Recommendation: The SCO recommended that the City evaluate its hiring practices for its upper management positions. In addition, the SCO recommended that the City develop a succession plan that will help it to ensure continued leadership even during management turnover. E+P concurs with the SCO finding and recommendation.
2014-064A	Lack of Adequate Staff Performing Critical Functions (MW)	Recommendation: The SCO recommended that the City implement a remedial action plan to adequately staff the noted departments. Most importantly, the City Controller's Office should be staffed with qualified and experienced individuals who can contribute immediately to the performance of its accounting functions. In addition, the SCO recommended that the City implement policies to address the importance of experience and proper training of back-up staff when regular staff members are not available. Inexperienced staff may cause material impact in the City's operations in terms of incurring additional costs, delaying the processing of financial transactions, and failing to keep City Management and the City Council updated with accurate information.
2014-085B	Management Philosophy and Operating Style (SD)	Recommendation: We recommend that the City implement a remedial action plan to adequately staff departments. Most importantly, the City Controller's Office should be staffed with qualified and experienced individuals who can contribute immediately to the performance of its accounting functions. In addition, we recommend that the City implement policies to address the importance of experience and proper training of back-up staff when regular staff members are not available. Inexperienced staff may cause material impact in the City's operations in terms of incurring additional costs, delaying the processing of financial transactions, and failing to keep City Management and the City Council updated with accurate information.
2014-089B	Organizational Structure (MW)	Recommendation: We recommend that the City implement a remedial action plan to adequately staff departments that were affected by furloughs and reductions in the previous years. In addition, we recommend that the City implement policies to address the importance of experience and proper training of back-up staff when regular staff members are not available
2014-091B	Organizational Structure (MW)	Recommendation: We recommend that the City implement a remedial action plan to adequately staff departments that were affected by furloughs and reductions in the previous years. In addition, we recommend that the City implement policies to address the importance of experience and proper training of back-up staff when regular staff members are not available.

2014-116B	Information (SD)	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.
2014-072B	Commitment to Competence (SD)	Recommendation: We recommend the City implement a remedial action plan to adequately staff the departments that are short on staff. In addition, we recommend the City implement policies to address the importance of experience and proper training of back-up staff when regular staff members are not available.
2014-073B	Commitment to Competence (SD)	Recommendation: We recommend the City implement a remedial action plan to adequately staff departments that were affected by furloughs and reductions in the previous years. In addition, we recommend the City implement policies to address the importance of experience and proper training of back-up staff when regular staff members are not available.

WHEREAS, in order to comply with the State Auditor, State Controller, and External Auditor recommendations for continuous staffing of qualified personnel, the City Controller is requesting that an agreement with at least one Temp Agency (a Temp Agency is firm that provides a pool of staff in a particular industry, for organizations that need assistance with maintaining sufficient, qualified staff on an on-going basis) be approved so that operations can be maintained.

WHEREAS, a Meet and Confer with affected Bargaining Unit representatives has already taken place on February 9th, 2023, and an agreement was reached that all other routine avenues of staffing the department were exhausted and that a temp agency would be the only avenue at this time to assist the Controller's Department to fulfill the requirements of the various auditing authorities through staffing.

WHEREAS, Controller Department staff has searched for quotes for accountants from various temp agencies specializing in Accounting staff.

WHEREAS, Section 4-11.7.d of the Municipal Code states the following in regards to competitive bidding requirements for accountants:

> *"Except as otherwise provided in Section 1409 of the City Charter, state, or federal law, the competitive bidding requirements of this section shall not apply in the following circumstances:*
>
> *d. Any contract for professional services; such as, but not limited to, attorneys, physicians, architects, engineers, consultants, accountant, specialized printers or other individuals or organizations possessing a high degree of professional, unique, specialized or technical skill or expertise. Selection of professional services providers shall be on the basis of demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required at a fair and reasonable price."*

WHEREAS, careful scrutiny has been placed by the City Controller Department staff on achieving qualified temporary candidates at a reasonable price by the comparison of various quotes of hourly rates and qualifications listed by temp agency candidate resumes. It is not feasible to know at the time of this agenda item the actual temp candidate that will be brought on-board since the pool of candidates maintained by different temp agency firms changes daily.

WHEREAS, currently there are two permanent vacancies in the Accounting Specialist position (due to a retirement and selection of internal candidate for the Financial Analyst position recruitment), and one temporary vacancy in the Accounting Specialist position (due

to a temporary move up opportunity of an existing Accounting Specialist into an Accountant I position). Additionally, there is one permanent vacancy for an Accountant II position. There is an on-going recruitment for Accounting Specialist for the permanent vacancies. The recruitment for Accountant II has not yet begun. The Controller's office is also waiting for a recruitment of Internal Auditor to be completed which may also affect the temporary vacancy in one of the Accounting Specialist positions.

WHEREAS, different temp agency firms have different candidates with different backgrounds, experiences, and different hourly rates who are available at different times. Therefore, agreements with four firms are being requested so that the most advantageous candidate can be selected at the best hourly rate from any of the firms. This approach increases the opportunities for the City to achieve its objectives at the lowest possible rate.

WHEREAS, the cost for these services is not to exceed Seventy-Five-Thousand Dollars ($75,000.00), which is $25,000.00 per vacancy, per the negotiation with the affected Bargaining Unit. A budget amendment to the FY2023-2024 City Controller's Department Budget is being requested for the following:

Decrease in Expenditure appropriations:

Account Code	Account Name	Amount
1001-650-000-4101	General Fund, Controller's Dept Salaries - Permanent	$75,000.00

Increase in Expenditure appropriations:

Account Code	Account Name	Amount
1001-650-000-4262	General Fund, Controller's Dept Other Professional Services	$75,000.00

WHEREAS, a purchase order for Seventy-Five-Thousand Dollars ($75,000.00) is also being requested to be authorized to be issued to either firm or to all firms with a total-combined not-to-exceed-spending-amount of Seventy-Five-Thousand Dollars ($75,000.00), out of the following account.

Account Code	Account Name	Amount
1001-650-000-4262	Other Professional Services	$75,000.00

WHEREAS, it is recommended that the City Council adopt the attached Resolution to approve the agreements and to authorize the City Manager to open a purchase order to Helpmates Staffing Services LLC, Century Group, Tandym Group LLC, and with Robert Half International Inc. for Accounting Temp Agency 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 Helpmates Staffing Services LLC, with Century Group, with Tandym Group LLC, and with Robert Half International Inc. for Accounting Temporary Staffing Services.

SECTION 2. That the City Council hereby authorizes a term ending July 31st, 2024 for Temporary Staffing Services with Helpmates Staffing Services LLC, Century Group, Tandym Group LLC, and with Robert Half International Inc. at a cost not-to-exceed Seventy-Five-Thousand Dollars ($75,000.00).

SECTION 3. That the term of the agreements will begin on July 25th, 2023 and end on July 31, 2024.

SECTION 4. That the City Controller's Department Fiscal Year 2023-2024 Budget is authorized to be amended as follows:

Decrease in Expenditure appropriations:

Account Code	Account Name	Amount
1001-650-000-4101	General Fund, Controller's Dept Salaries - Permanent	$75,000.00

Increase in Expenditure appropriations:

Account Code	Account Name	Amount
1001-650-000-4262	General Fund, Controller's Dept Other Professional Services	$75,000.00

SECTION 5. That the amount of Seventy-Five-Thousand Dollars ($75,000.00) will be available in the Fiscal Year 2023-2024 Budget allocated from account number 1001-650-000-4262 General Fund, Other Professional Services account.

SECTION 6. That a purchase order shall be issued to either firm or to all firms with a total-combined not-to-exceed-spending-amount of Seventy-Five-Thousand Dollars ($75,000.00), out of the following account.

Account Code	Account Name	Amount
1001-650-000-4262	Other Professional Services	$75,000.00

SECTION 7. That a copy of this Resolution shall be filed in the offices of the City Clerk, City Attorney, City Manager, and City Controller.

SECTION 8. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this 25th day of JULY, 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 25th day of JULY, 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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/27/2023

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
Arthur J. Gallagher Risk Management Services, LLC
500 N. Brand Boulevard
Suite 100
Glendale CA 91203
License#: 0D69293

CONTACT NAME: Robert Half Certificates
PHONE (A/C, No, Ext): 818-539-1463 FAX (A/C, No): 818-539-1801
E-MAIL ADDRESS: roberthalf_certificates@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Federal Insurance Company	20281
INSURER B : Safety National Casualty Corporation	15105
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Robert Half International Inc
2613 Camino Ramon
San Ramon, CA 94583
ROBEHAL-03

COVERAGES **CERTIFICATE NUMBER:** 1967010115 **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 Stop Gap Em.Liab X in OH, WA, WY,ND GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y	Y	35796687	6/1/2023	6/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employer Liability	$2,000,000 $2,000,000 $10,000 $2,000,000 $2,000,000 $2,000,000 $1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	73233217	6/1/2023	6/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comp/Coll.Ded:	$1,000,000 $ $ $ $1,000/$1,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			79217107	6/1/2023	6/1/2024	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N: N / N/A	Y	See Attached Supplemental	6/1/2023	6/1/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Named Insured includes the following: Accountemps, Office Team, Robert Half Finance & Accounting, Robert Half Technology, Robert Half Management Resources, Robert Half Legal, and The Creative Group which are direct subsidiaries of the parent company: Robert Half International 2613 Camino Ramon; San Ramon CA 94583.

City of Compton is deemed Additional Insured on the above referenced General Liability and Auto Liability policies on a primary non-contributory basis as required by written contract for liability arising out of the Named Insureds' acts or omissions. Please refer to attached forms for scope of Additional Insured status. Rights of Subrogation have been waived with respects to General Liability, Auto Liability and Workers Compensation where required by written contract executed prior to loss.

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
Tony Campbell

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

2023-2024 RHI Workers Compensation Policy Numbers

Policy#	States	Eff. Date	Exp. Date	Issuing Company	NAIC #
Robert Half International Inc. and Protiviti Inc.					
LDS4064812	AOS: AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, OK, OR, PA RI, SC, SD, TN, TX, UT, VT, VA, WV, WY	6/1/2023	6/1/2024	Safety National Casualty Corp	15105
PS 4064813	WI	6/1/2023	6/1/2024	Safety National Casualty Corp	15105

COMMERCIAL AUTOMOBILE – BLANKET ADDITIONAL INSURED – POLICY EXCERPT

Insured	Robert Half International, Inc
Policy Number	7323-32-17
Policy Effective	June 1, 2023 – June 1, 2024; 12:01am Standard Time
Form Number	16-02-0292 (rev. 11-16)

BUSINESS AUTO COVERAGE FORM
This endorsement modifies the Business Auto Coverage Form.

2. BROAD FORM INSURED
D. Persons And Organizations As Insureds Under A Written Insured Contract
Paragraph A.1 – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured". However, such person or organization is an "insured" only:

(1) with respect to the operation, maintenance or use of a covered "auto"; and

(2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:

(a) You executed the "insured contract" or written agreement; or

(b) The permit has been issued to you.

COMMERCIAL AUTOMOBILE – BLANKET WAIVER OF SUBROGATION – POLICY EXCERPT

Insured	Robert Half International, Inc
Policy Number	7323-32-17
Policy Effective	June 1, 2023 – June 1, 2024; 12:01am Standard Time
Form Number	16-02-0292 (rev. 11-16)

BUSINESS AUTO COVERAGE FORM

This endorsement modifies the Business Auto Coverage Form.

13. WAIVER OF SUBROGATION

Paragraph A.5. - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

5. We will waive the right of recovery we would otherwise have against another person or organization for "loss" to which this insurance applies, provided the "insured" has waived their rights of recovery against such person or organization under a contract or agreement that is entered into before such "loss".

To the extent that the "insured's" rights to recover damages for all or part of any payment made under this insurance has not been waived, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

Liability Insurance

Endorsement

Policy Period	JUNE 1, 2023 TO JUNE 1, 2024
Effective Date	JUNE 1, 2023
Policy Number	3579-66-87 SFO
Insured	ROBERT HALF INTERNATIONAL, INC
Name of Company	FEDERAL INSURANCE COMPANY
Date Issued	JUNE 1, 2023

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured

Additional Insured - Scheduled Person Or Organization

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

Liability Endorsement
(continued)

Conditions

Under Conditions, the following provision is added to the condition titled Other Insurance.

Other Insurance – Primary, Noncontributory Insurance – Scheduled Person Or Organization

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

PERSONS OR ORGANIZATIONS THAT YOU ARE OBLIGATED, PURSUANT TO WRITTEN CONTRACT OR AGREEMENT BETWEEN YOU AND SUCH PERSON OR ORGANIZATION, TO PROVIDE WITH SUCH INSURANCE AS IS AFFORDED BY THIS POLICY; BUT THEY ARE INSUREDS ONLY IF AND TO THE MINIMUM EXTENT THAT SUCH CONTRACT OR AGREEMENT REQUIRES THE PERSON OR ORGANIZATION TO BE AFFORDED STATUS AS AN INSURED. HOWEVER, NO PERSON OR ORGANIZATION IS AN INSURED UNDER THIS PROVISION WHO IS MORE SPECIFICALLY DESCRIBED UNDER ANY OTHER PROVISION OF THE WHO IS INSURED SECTION OF THIS POLICY (REGARDLESS OF ANY LIMITATION APPLICABLE THERETO).

All other terms and conditions remain unchanged.

Authorized Representative

Conditions
(continued)

Transfer Or Waiver Of Rights Of Recovery Against Others

We will waive the right of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the **insured** has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the **insured**'s rights to recover all or part of any payment made under this insurance have not been waived, those rights are transferred to us. The **insured** must do nothing after loss to impair them. At our request, the **insured** will bring **suit** or transfer those rights to us and help us enforce them.

This condition does not apply to **medical expenses**.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

WHERE A WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS IS REQUIRED BY WRITTEN CONTRACT, SUCH ADDITIONAL ENTITIES SHALL BE CONSIDERED AUTOMATICALLY SCHEDULED BY THE COMPANY.

INDIVIDUALLY SCHEDULED WAIVERS SHALL NOT BE CONSTRUED TO OVERRIDE NOR NEGATE THIS BLANKET WAIVER.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 06/01/2023 Policy No. LDS4064812 Endorsement No.

Insured ROBERT HALF INTERNATIONAL, INC. Premium $ Included

Insurance Company Safety National Casualty Corporation

Countersigned By _____

© 1983 National Council on Compensation Insurance.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

WHERE A WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS IS REQUIRED BY WRITTEN CONTRACT, SUCH ADDITIONAL ENTITIES SHALL BE CONSIDERED AUTOMATICALLY SCHEDULED BY THE COMPANY.

INDIVIDUALLY SCHEDULED WAIVERS SHALL NOT BE CONSTRUED TO OVERRIDE NOR NEGATE THIS BLANKET WAIVER.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 06/01/2023 Policy No. PS 4064813 Endorsement No.

Insured ROBERT HALF INTERNATIONAL, INC. Premium $ Included

Insurance Company Safety National Casualty Corporation

Countersigned By _____

© 1983 National Council on Compensation Insurance.

THIS CERTIFICATE IS NON TRANSFERABLE
POST IN A CONSPICIOUS PLACE

CITY OF COMPTON BUSINESS LICENSE CERTIFICATE

BUSINESS LICENSE DIVISION ~ 205 S. WILLOWBROOK AVE, COMPTON, CA 90220 ~ (310) 605-5508

The below named license holder has paid a business license fee to engage in, carry on or conduct a business trade, calling, profession, exhibition or occupation coded below until this certificate expires. Granting of this license does not entitle the license holder to operate or maintain a business license in violation of any other law or ordinance. In addition this license is not transferable to any other party, and no refunds will be issued for the license once a certificate has been issued.

LICENSE NO:	BL23-000891	**EXPIRATION DATE:**	08/28/2024
BUSINESS:	ROBERT HALF INC.	**ISSUE DATE:**	08/28/2023
LOCATION:	2613 CAMINO RAMON	**OWNERSHIP TYPE:**	Corporation
OWNER NAME:	TRADED ON NYSE	**CLASSIFICATION:**	5613
MAILING ADDRESS:	2613 CAMINO RAMON SAN RAMON, CA 94583	**DESCRIPTION:**	PERSONNEL SERVICES - PERMANENT AND TEMPORARY PLACEMENT OF EMPLOYEES

RESTRICTIONS:

ROBERT HALF INC.
2613 CAMINO RAMON
SAN RAMON, CA 94583