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
03/26/2024

CLOSED SESSION 4:30 PM
PUBLIC MEETING 5:30 PM

CITY COUNCIL CHAMBERS
205 SOUTH WILLOWBROOK AVENUE
COMPTON, CALIFORNIA 90220

OPENING

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC COMMENTS ON CLOSED SESSION ITEMS ONLY

CLOSED SESSION
ONGOING LITIGATION:
Craig J. Cornwell vs. City of Compton
Los Angeles County Superior Court Case No. 22STCV07996
Pursuant to Gov. Code Sections 54956.9(a), 54956.9(d)(1)

PUBLIC MEETING – 5:30 PM

REPORT ON CLOSED SESSION ACTION(S)

COMMENDATORY RESOLUTIONS/PRESENTATIONS

1. PRESENTATION: IN RECOGNITION OF NATIONAL WOMEN'S MONTH - COMMUNITY BUSINESS APPRECIATION (Councilmembers Deidre Duhart, Andre Spicer, Jonathan Bowers and Lillie Darden)

2. PRESENTATION: RECOGNITION FOR WOMEN HISTORY MONTH - HONORING WOMEN TRAILBLAZERS (Mayor Emma Sharif)

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

REGULAR AGENDA

NEW BUSINESS

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ESTABLISH A PURCHASE ORDER TO JOHNSON CONTROLS, INC. FOR THE REPLACEMENT OF A TEMPERATURE SENSOR AND FLOW SWITCH FOR THE HVAC SYSTEM LOCATED AT COMPTON CITY HALL ($2,524.81)

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE FIRE DEPARTMENTS' 2023-2024 FISCAL YEAR BUDGET TO TRANSFER FUNDS AND AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER WITH FUTURE BUILDINGS FOR THE PURCHASE OF A METAL STORAGE CLEARANCE BUILDING TO HOUSE THE FIRE DEPARTMENTS RESERVE FLEET ($45,000.00)

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH MATRIX CONSULTING GROUP FOR FIRE LABOR COSTING ANALYSIS SERVICES, AMEND THE CITY CONTROLLER'S DEPARTMENT FY2023-2024 BUDGET, AND TO ISSUE A PURCHASE ORDER IN THE AMOUNT OF FIFTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS ($57,500).

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: 4/2/2024 5:30PM

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

March 26, 2024

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

FROM: **GENERAL SERVICES DEPARTMENT**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ESTABLISH A PURCHASE ORDER TO JOHNSON CONTROLS, INC. FOR THE REPLACEMENT OF A TEMPERATURE SENSOR AND FLOW SWITCH FOR THE HVAC SYSTEM LOCATED AT COMPTON CITY HALL ($2,524.81)**

SUMMARY

The adoption of this resolution will authorize the City Manager to issue a purchase order to Johnson Controls, Inc. for the replacement of the temperature sensor and flow switch for the York Chillers located at Compton City Hall in the amount not to exceed **Two Thousand, Five Hundred Twenty-Four Dollars and Eighty-One Cents ($2,524.81)**.

BACKGROUND

The General Services Department is responsible for maintaining city-wide facilities. On April 18, 2023, the Mayor and City Council approved Resolution No. 25,821 authorizing the City Manager to enter into an agreement with Johnson Controls, Inc. for the preventative maintenance services of the heating and cooling system at Compton City Hall.

On January 8, 2024, staff arranged the maintenance service and assessment of the machinery. The routine inspection was conducted by staff and the JCI technician, who identified a failure in both York Chiller units. The York Chiller 1 unit had a malfunctioning temperature sensor, and the York Chiller 2 unit had a jammed flow switch, both caused by normal wear and tear.

The temperature sensors are crucial components of York chillers. They help regulate the cooling process within York chillers, ensuring the system operates at optimal temperatures for efficient heat exchange. The sensors constantly monitor temperatures for real-time assessment of the chiller's performance, facilitating early detection of irregularities. In addition, temperature sensors prevent the overheating of critical components within the chiller, thus protecting against potential damage and ensuring the longevity of the equipment.

The flow switch is crucial for a York chiller as it monitors the flow of water through the system. It helps ensure proper circulation, preventing issues like overheating the system, which could cause damage. Additionally, the flow switch plays a vital role in the chiller by signaling if the flow drops below a specified level, thus maintaining operational efficiency and preventing potential damage.

The temperature sensors and the flow switch are indispensable in York chillers for maintaining efficient cooling, monitoring performance, preventing overheating, optimizing energy usage, and facilitating early detection of potential issues.

STATEMENT OF THE ISSUE

On February 11, 2024, staff obtained a proposal from Johnson Controls, Inc. to repair the temperature sensor and flow switch for the chiller units located at Compton City Hall.

Pursuant to Resolution No. 25,001, adopted by the City Council on April 23, 2019, the City Manager is authorized to expend up to $25,000.00 to any one single vendor in a fiscal year. The City, however, has reached the threshold amount for this vendor (Johnson Controls, Inc.) for Fiscal Year 2023-2024, and thus, City Council's approval is required for this item.

FINANCIAL IMPACT

Funds in the amount of **Two Thousand, Five Hundred Twenty-Four Dollars and Eighty-One Cents ($2,524.81)** are available in the 2023-2024 Fiscal Year budget in Account No. 1004-600-000-4236.

ALTERNATIVE

No other alternative is being proposed at this time.

RECOMMENDATION

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

NEBRASKA JONES
DIRECTOR OF GENERAL SERVICES

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 ESTABLISH A PURCHASE ORDER TO JOHNSON CONTROLS, INC. FOR THE REPLACEMENT OF A TEMPERATURE SENSOR AND FLOW SWITCH FOR THE HVAC SYSTEM LOCATED AT COMPTON CITY HALL ($2,524.81)

WHEREAS, on April 18, 2024, the Mayor and City Council approved Resolution No. 25,821 authorizing the City Manager to enter into an agreement with Johnson Controls, Inc. for the preventative maintenance services of the heating and cooling system located at Compton City Hall; and

WHEREAS, on January 8, 2024, staff scheduled the preventative maintenance service and assessment of the equipment; and

WHEREAS, the inspection concluded that both York Chiller units were malfunctioning; Chiller 1 had a malfunctioning temperature sensor, and Chiller 2 had a jammed flow switch, both caused by normal wear and tear; and

WHEREAS, temperature sensors are crucial components in York chillers, they help regulate the cooling process within the units, ensuring that the system operates at optimal temperatures for efficient heat exchange; and

WHEREAS, the flow switch is crucial for a York chiller as it monitors the flow of water through the system it helps ensure proper circulation, preventing issues like overheating the system; and

WHEREAS, on February 11, 2024, staff obtained a proposal from Johnson Controls, Inc. to repair the temperature sensor and flow switch for the chiller units located at Compton City Hall; and

WHEREAS, pursuant to Resolution No. 25,001, adopted by the City Council on April 23, 2019, the City Manager is authorized to expend up to $25,000.00 to any one single vendor in a fiscal year. The City, however, has reached the threshold amount for this vendor (Johnson Controls, Inc.) for Fiscal Year 2023-2024, and thus, City Council's approval is required for this item.

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 establish a purchase order to Johnson Controls, Inc. in the amount not to exceed **Two Thousand, Five Hundred Twenty-Four Dollars and Eighty-One Cents ($2,524.81) from** Account No. 1004-600-000-4236 for the repair and installation of the York Chiller 1 temperature sensor and York Chiller 2 flow switch located at City Hall.

SECTION 2. That funds in the amount of Two Thousand, Five Hundred Twenty-Four Dollars and Eighty-One Cents ($2,524.81) are available in the General Services Department 2023-2024 Fiscal Year budget in Account No. 1004-600-000-4236.

SECTION 3. That a copy of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney and General Services.

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:

____
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 this ______ day of ________________, 2024.

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

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

____
CITY CLERK OF THE CITY OF COMPTON

City of Compton Temp Sensor and Flow Switch
Quote Prepared by Jose Torres
02/11/2024

PROPOSAL

Account Information

Bill To:	CITY OF COMPTON GENERAL SERVICES 205 W WILLOWBROOK AVE COMPTON CA USA 90221
Quote Reference Number:	1-1OMBCFO8
Project Name:	City of Compton Temp Sensor and Flow Switch
Site:	CITY OF COMPTON 03737046 205 S WILLOWBROOK AVE COMPTON CA 90220-3134
Branch Info:	JOHNSON CONTROLS LOS ANGELES CA CB - 0N0G
Attn:	Nebraska Jones

Customer Information

Name: Nebraska Jones

This proposal is hereby accepted and Johnson Controls is authorized to proceed with the work, subject to credit approval By Johnson Controls, Inc. Milwaukee, WI.
We propose to furnish the materials and/or perform the work below for the net price of: $2,524.81

This proposal is valid through: 02/25/2024

CITY OF COMPTON	**Johnson Controls Inc.**
Signature: ____________________	Signature: ____________________
Name: ____________________	Name: ____________________
Title: ____________________	Title: ____________________
Date: ____________________	Date: ____________________
PO: ____________________	

Proposal Overview

Benefits/Scope of Work:

JOHNSON CONTROLS WOULD LIKE TO DO THE FOLLOWING REPAIR

MAKE: YORK (CH-1)
MODEL: YCWS0140SC46
SERIAL: RLRM016490
UNIT DOWN: No
BACK UP: no

PROBLEM: Bad temp sensor
CAUSE: Normal wear

SOLUTION: Remove temp sensor and install new one. Secure wire to chiller. Coat sensor with thermal paste.

1) Pick up components from local distributor
2) LOTO, verify no voltage
3) R&R temp sensor
4) Secure & test

MAKE: YORK (CH-2)
MODEL: YCWS0140SC46
SERIAL: RLRM016489
UNIT DOWN: No
BACK UP: no

PROBLEM: Stuck flow switch
CAUSE: Normal wear and tear

SOLUTION: Remove wiring to flow switch. Clean pipe from any debris. Install new flow switch and connect wiring to proper terminals. Test flow switch operations

1) Pick up components from local distributor
2) LOTO, verify no voltage
3) R&R flow switch
4) Secure & test

NOTE

Once unit is back online, technician will run a full test mode operations. If any new issues present themselves, a new quote will follow to resolve.

Exclusions:

1. Labor or material not specifically described above is excluded from this proposal.
2. Unless otherwise stated, any and all overtime labor is excluded from this proposal.
3. Applicable taxes or special freight charges are excluded from this proposal

(IMPORTANT): *This proposal incorporates by reference the terms and conditions which are attached to this document. All work is to be performed Monday through Friday during normal Johnson Controls, Inc. (JCI) business hours unless otherwise noted. This proposal, or any accepted alternates, are hereby accepted by Customer, and JCI is authorized to proceed with the work; subject, however, to credit approval by JCI, Milwaukee, Wisconsin.*

TERMS AND CONDITIONS

By accepting this proposal, Customer agrees to be bound by the following terms and conditions:

1. SCOPE OF WORK. This proposal is based upon the use of straight time labor only. Plastering, patching, and painting are excluded. Disinfecting of chiller condenser and cooling tower water systems and components for biohazards, such as but not limited to Legionella, are excluded unless otherwise specifically stated in this agreement. In-line duct and piping devices, including, but not limited to valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by JCI, shall be distributed and installed by others under JCI's supervision but at no additional cost to JCI. Customer agrees to provide JCI with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JCI agrees to keep the job site clean of debris arising out of its own operations. Customer shall not back charge JCI for any costs or expenses without JCI's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any language or provision of the agreement elsewhere contained which may authorize or empower the Customer to change, modify, or alter the scope of work or services to be performed by JCI and shall not operate to compel JCI to perform any work relating to Hazards or Biohazards, such as but not limited to Legionella, without JCI's express written consent.

2. INVOICE AND PAYMENTS. JCI may invoice Customer monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Customer shall pay JCI at the time Customer signs this agreement an advance payment equal to [10%] of the contract price, which advance payment shall be credited against the final payment (but not any progress payment) due hereunder. Unless otherwise agreed to by the parties, payment is due to JCI upon Customer's receipt of JCI's invoice. Such payment is a condition precedent to JCI's obligation to perform any work under this agreement. Invoices shall be paid by Customer via electronic delivery via EFT/ACH. Invoicing disputes must be identified by Customer in writing within 21 days of the date of the invoice. Payment of any disputed amounts are due and payable upon resolution of such dispute. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice; it is material to JCI and will give JCI, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend JCI's obligations under or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. JCI's election to continue providing future services does not, in any way diminish JCI's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. JCI shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring services or the JCI otherwise performs services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or JCI's efforts to collect payment. Customer shall immediately notify JCI in writing and explain the basis of the dispute. Customer will pay all of JCI's reasonable collection costs (including legal fees and expenses). In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Lien waivers will be furnished upon request, as the work progresses, to the extent payments are received.

3. MATERIALS. If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JCI, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JCI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.

4. EQUIPMENT WARRANTY. JCI warrants that equipment manufactured or labeled by JCI shall be free from defects in material and workmanship arising from normal usage for a period of one year. No warranty is provided for third-party products and equipment installed or furnished by JCI. Such products and equipment are provided with the third party manufacturer's warranty to the extent available, and JCI will transfer the benefits, together with all limitations, of that manufacturer' s warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not installed by JCI shall be borne by Customer. These warranties shall not extend to any equipment that has been abused, altered, misused or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty date decals have been removed or altered. Customer must promptly report any failure of the equipment to JCI in writing. Unless agreed to in writing by the parties, any technical support, assistance, or advice ("Technical Support") provided by JCI, such as suggestions as to design use and suitability of the equipment and products for the Customer's application, is provided in good faith, but Customer acknowledges and agrees that JCI is not the designer, engineer, or installer of record. Any Technical Support is provided for informational purposes only and shall not be construed as a representation or warranty, express or implied, concerning the proper selection, use, and/or application of the equipment and products. Customer assumes exclusive responsibility for determining if the equipment and products supplied by JCI are suitable for its intended application and all risk and liability, whether based in contract, tort or otherwise, in connection with its application and use of the equipment and products.

5. LIMITED WARRANTY. JCI warrants its workmanship or that of its agents (Technicians) in relation to installation of equipment for a period of ninety (90) days from date of installation. Customer shall bear all labor costs associated with replacement of failed equipment still under JCI's equipment warranty or the original manufacturer's warranty, but outside the terms of this express labor warranty. All warranty labor shall be executed on normal business days during JCI normal business hours. These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused in any way, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. UNDER NO CIRCUMSTANCES SHALL JCI BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO ANY DEFECT IN MATERIAL OR WORKMANSHIP OF EQUIPMENT OR THE PERFORMANCE OF SERVICES. JCI makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

6. LIABILITY. To the maximum extent permitted by law, in no event shall JCI and its affiliates and their respective personnel, suppliers and vendors ("JCI Parties") be liable to you or any third party under any cause of action or theory of liability even if advised of the possibility of such damages, for any: (a) special, incidental, consequential, punitive, or indirect damages; (b) lost profits, revenues, data, customer opportunities, business, anticipated savings, or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. In any case, the entire aggregate liability of the JCI Parties under this proposal for all damages, losses, and causes of action (whether in contract, tort (including negligence), or otherwise) shall be limited to the amounts payable to JCI hereunder.

7. FAR. JCI supplies "commercial items" within the meaning of the Federal Acquisition Regulations (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. Government contract, JCI will comply only with those mandatory flow-downs for commercial item and commercial services subcontracts listed either at FAR 52.244-6, or 52.212-5(e)(1), as applicable.

8. TAXES. The price of this proposal does not include duties, sales, use, excise, or other taxes, unless required by federal, state, or local law. Customer shall pay, in addition to the stated price, all taxes not legally required to be paid by JCI or, alternatively, shall provide JCI with acceptable tax exemption certificates. JCI shall provide Customer with any tax payment certificate upon request and after completion and acceptance of the work.

9. DELAYS. JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts of circumstance beyond JCI's control, including but not limited to; acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Customer, Owner, or other Contractors or delays caused by suppliers or subcontractors of JCI, etc.

10. COMPLIANCE WITH LAWS. JCI shall comply with all applicable federal, state, and local laws and regulations, and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits a permanent nature shall be procured and paid for by the Customer.

11. PRICING. JCI may increase prices upon notice to the Customer to reflect increases in material and labor costs. Prices for products covered by this Agreement may be adjusted by JCI, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of JCI's proposal or quotation, to reflect any increase in JCI's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements. This Agreement is entered into with the understanding that the services to be provided by JCI are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to the services to be provided by JCI, JCI reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Customer agrees to pay for the applicable prevailing wage rates.

12. DISPUTES. JCI shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. The laws of Delaware shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Milwaukee, Wisconsin. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based on forum non conveniens. In the event the matter is submitted to a court, JCI and Customer hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by JCI, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. If JCI prevails in any collection action. Buyer will pay all of JCI's reasonable collection costs (including legal fees and expenses). Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies.

13. INSURANCE. Insurance coverage in excess of JCI's standard limits will be furnished when requested and required. No credit will be given or premium paid by JCI for insurance afforded by others.

14. INDEMNITY. The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees which may arise in connection with the execution of the work herein specified and which are caused, by the negligent act or omission of the indemnifying Party.

15. CUSTOMER RESPONSIBILITIES. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply JCI secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

16. FORCE MAJUERE: JCI shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by JCI to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of JCI, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of JCI. If JCI's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, JCI shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if JCI is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, JCI will be entitled to extend the relevant completion date by the amount of time that JCI was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases JCI's cost to perform the services, Customer is obligated to reimburse JCI for such increased costs, including, without limitation, costs incurred by JCI for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees, compliance with vaccination requirements or other costs and expenses incurred by JCI in connection with the Force Majeure Event.

17. SAFETY, HEALTH AND HAZARDOUS MATERIALS. The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of the, Occupational Safety and Health Act relating in any way to the project or project site. ACM /Hazardous Materials: Customer shall supply JCI with any information in its possession relating to the presence of asbestos-containing materials ("ACM") or hazardous materials at any of its facilities where JCI's undertakes any Work or Services that may result in the disturbance of ACM or hazardous materials. JCI shall not be responsible for abatement and/or removal and disposal of hazardous materials or ACM. If either Customer or JCI becomes aware of or suspects the presence of ACM or hazardous materials that may be disturbed by JCI's Work or Services, JCI shall immediately stop all work until such ACM or hazardous or unsafe condition is rectified by Owner and Owner so notifies JCI in writing that work can safely be resumed, based on test conducted by a licensed testing organization. Timetables for delivery of JCI's products or services and the contract price shall be adjusted appropriately for any associated delay.

18. ONE-YEAR CLAIMS LIMITATION. No claim or cause of action, whether known or unknown, shall be brought against JCI more than one year after the claim first arose. Except as provided for herein, JCI's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

19. DIGITAL ENABLED SERVICES.; DATA. If JCI provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to JCI's cloud-hosted software applications. Customer consents to and grants JCI right to collect, ingest and use such data to enable JCI and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and JCI products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply JCI secure Network access for providing its Digital Enabled Services. As used herein, "Digital Enabled Services" mean services provided hereunder that employ JCI software and related equipment installed at Customer facilities and JCI cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use.

20. JCI DIGTAL SOLUTIONS. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, JCI's standard terms for such Software and Software related professional services in effect from time to time at www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Specifically, the JCI General EULA set forth at www.johnsoncontrols.com/buildings/legal/digital/generaleula governs access to and use of software installed on Customer's premises or systems and the JCI Terms of Service set forth at www.johnsoncontrols.com/buildings/legal/digital/generaltos govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JCI and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement, unless otherwise agreed, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable statement of work, order or other applicable ordering document . At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable, and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at JCI's then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

21. Privacy. ***JCI as Processor*:** Where JCI factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa ("DPA") shall apply. ***JCI as Controller*:** JCI will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with JCI's Privacy Notice at https://www.johnsoncontrols.com/privacy. Customer acknowledges JCI's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by JCI is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

22. ASSIGNMENT. This Agreement is not assignable by the Customer except upon written consent of JCI first being obtained. JCI shall have the right to assign this Agreement, in whole or in part, or to subcontract any of its obligations under this Agreement without notice to Customer.

23. TERMINATION. If JCI's performance of its obligations becomes impracticable due to obsolescence or unavailability of systems, equipment, or products (including component parts and/or materials) or because the JCI or its supplier(s) has discontinued the manufacture or the sale of the equipment and/or products or is no longer in the business of providing the services, JCI may terminate this Agreement, or the affected portions, at its sole discretion upon notice to Customer. JCI may terminate this Agreement, or the affected portions, at its sole discretion upon notice to the Customer if JCI's performance of its obligations are prohibited because of changes in applicable laws, regulations or codes.

24. ENTIRE AGREEMENT. This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings. Customer acknowledges and agrees that any purchase order issued by Customer in connection with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes and shall not be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included or referenced in Customer's purchase order will have any force or effect and these terms and conditions shall control. Customer's acceptance of any Services shall constitute an acceptance of these terms and conditions. Any proposal for additional or different terms, whether in Customer's purchase order or any other document, unless expressly accepted in writing by JCI, is hereby objected to and rejected.

25. CHANGES. No change or modification of any of the terms and conditions stated herein shall be binding upon JCI unless accepted by JCI in writing.

CUSTOMER ACCEPTANCE
In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes requested by Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**

Pricing is based upon the following billing and payment terms: Invoices will be delivered via email, payment due upon receipt, and invoices are to be paid via ACH bank transfer. Johnson Controls ACH/EFT bank transfer details will be forth coming upon contractual agreement.

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing: ☐ NO: This signed contract satisfies requirement

☐ YES: Please reference this PO Number: ______________________________

AR Invoices are accepted via e-mail: ☐ YES: E-mail address to be used: ______________________________

☐ NO: Please submit invoices via mail ☐ NO: Please submit via ______________________________

March 26, 2024

TO: **HONORABLE MAYOR AND CITY COUNCIL MEMBERS**

FROM: **CITY OF COMPTON FIRE CHIEF**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE FIRE DEPARTMENTS' 2023-2024 FISCAL YEAR BUDGET TO TRANSFER FUNDS BETWEEN ACCOUNTS AND AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER WITH FUTURE BUILDINGS FOR THE PURCHASE OF A METAL STORAGE CLEARANCE BUILDING TO HOUSE THE FIRE DEPARTMENTS' RESERVE FLEET ($45,000.00)**

SUMMARY

Adoption of this resolution is needed to authorize the City Manager to establish and issue a purchase order for Forty-Five Thousand Dollars and Zero Cents ($45,000.00) with Future Buildings for the purchase of a metal storage clearance building to house fire department's reserve fleet.

BACKGROUND

The majority of the City's Fire Engines along with the equipment currently in use are over fourteen (14) years old or older and due to the high volume of emergency responses, the costs of repair to an aging fleet are continuing to increase.

Four (4) Fire Engines and One (1) Ladder Truck were purchased in fiscal year 2022-2023 budget and are due to arrive in March of 2024. These vehicles will be fully equipped with the necessary firefighting equipment & rescue tools with related supplies and accessories needed to perform the day-to-day operations.

Once the new Fire Fleet is in use, the Department will evaluate all the Fire Apparatuses and determine which ones will remain as our Reserve Fleet. The Reserve Fleet will need to be housed in an enclosed structure to protect them from the elements.

STATEMENT OF ISSUE

Staff solicited three quotes for the purchase of a clearance building to house the Reserve Fleet that will be located at Fire Station #3 from the following vendors to wit:

Future Buildings	-	$45,000.00
General Steel Buildings	-	$53,997.00
Lion Buildings	-	$61,634.66

After reviewing the quotes that were submitted, staff determined that the needs of the Department would be best met by Future Buildings because they provided the lowest most responsible quote for the purchase of a clearance building

City Council approval is needed because the expenditure is in excess of $25,000.00 Dollars.

FISCAL IMPACT

The estimated purchase of the clearance building is Forty-Five Thousand Dollars and Zero Cents ($45,000.00). The Department's 2023-2024 Fiscal Year budget will need to be amended to transfer funds between accounts as follows:

From:	Description	Amount
1004-690-000-4238	Special Projects	$45,000.00

To:	Description	Amount
1001-690-000-4300	Capital Outlay	$45,000.00

After the proposed transfer, the funds will be paid from:

Account No.	Description	Amount
1001-690-000-4300	Capital Outlay	$45,000.00

RECOMMENDATION

Staff recommends that Council adopt the attached Resolution.

RONERICK SIMPSON
FIRE CHIEF

APPROVED FOR FORWARDING

WILLIE A. HOPKINS, JR
CITY MANAGER

RESOLUTION NO. ______________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE FIRE DEPARTMENTS' 2023-2024 FISCAL YEAR BUDGET TO TRANSFER FUNDS BETWEEN ACCOUNTS AND AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER WITH FUTURE BUILDINGS FOR THE PURCHASE OF A METAL STORAGE CLEARANCE BUILDING TO HOUSE THE FIRE DEPARTMENTS' RESERVE FLEET ($45,000.00)

WHEREAS, the Compton Fire Department ((“Department”) responds to over 12,000 incidents each year, including fires, vehicle accidents, medical and other emergencies; and

WHEREAS, the Departments fire apparatuses along with the equipment currently in use are over fourteen (14) years old or older and due to the high volume of emergency responses, the costs of repair to an aging fleet will continue to increase; and

WHEREAS, four (4) new fire engines and one (1) ladder truck were purchased in fiscal year 2022-2023 budget and are due to arrive in March of 2024; and

WHEAREAS, once the new fire fleet is in use, the Department will evaluate all fire apparatuses and determine which ones will remain as our reserve fleet**;** and

WHEREAS, the reserve fleet will need to be housed in an enclosed structure to protect them from the elements; and

WHEREAS, staff has solicited three (3) quotes for the purchase of a clearance building to house the reserve fleet that will be located at Fire Station #3:

Future Buildings	-	$45,000.00
General Steel Buildings	-	$53,997.00
Lion Buildings	-	$61,634.66

WHEAREAS, after reviewing the quotes, it has been determined by staff that Future Buildings submitted the lowest most responsible quote that meet the needs of the Fire Department; and

WHEAREAS, the 2023-2024 Fiscal Year budget will need to be amended.

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

SECTION 1. That the Department's 2023-2024 Fiscal Year budget will need to be amended to transfer funds between accounts as follows:

From:	**Description**	**Amount**
1004-690-000-4238	Special Projects	$45,000.00

To:	**Description**	**Amount**
1001-690-000-4300	Capital Outlay	$45,000.00

After the proposed transfer, the funds will be paid from:

Account No.	**Description**	**Amount**
1001-690-000-4300	Capital Outlay	$45,000.00

<u>SECTION 2.</u> That the City Manager is hereby authorized to establish and issue a purchase order to Future Buildings in an amount not-to-exceed Forty-Five Thousand Dollars and Zero Cents from Account No. 1001-690-000-4300 for use by the Fire Department ($45,000.00).

<u>SECTION 3.</u> That funds for this expenditure are available in Fiscal Year 2023-2024 Budget in Account No. 1001-690-000-4300.

<u>SECTION 4.</u> That a copy of this resolution shall be forwarded to the offices of the City Clerk, City Manager, City Attorney, City Controller and the Fire Department.

<u>SECTION 5.</u> 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 MEMBER-
NOES: COUNCIL MEMBER-
ABSENT: COUNCIL MEMBER-
ABSTAIN: COUNCIL MEMBER-

____

CITY CLERK OF THE CITY OF COMPTON

Quote # 1

FUTURE BUILDINGS

Distributors for Future Steel Buildings Intl. Corp.
1405 Denison St. Markham, Ontario L3R 5V2
TEL **(905)477-1894** • FAX **(905)477-3661** • TOLL FREE FAX **1-877-474-4445**

Building for the future

Building for the future
1004

CUSTOMER: Reginald Donald Compton Fire Department				Order #: B
MAILING ADDRESS: 201 South Acacia Avenue Compton	California	90220		
BUILDING ADDRESS (Where the building will be erected): 1133 West Rose Crans Avenue Compton	California	90222		Customer ID: 2166418
TELEPHONE: (310) 605-5500	FAX:	WORK: (323) 791-7679	CELL:	EMAIL: rdonald@comptoncity.org

Hereby agrees to purchase from the Company, Future Sales Limited the seller, and to accept at the time requested below, all of the materials necessary to erect the building specified. Labor supervision or anything other than the prefabricated building package is not included unless specifically stated herein

USE	MODEL	SIZE WIDTH:	LENGTH:	(PEAK) HEIGHT:	GAUGE
Storage	S50x20	50'1"	60'	20'4"	ABA4A

X	ARCHES: QUANTITY 30			
	FRONT WALL	SOLID ☐	OPENING ☐	WALL NOT INCLUDED ☒
X	FRONT CURVED ANGLES		LARGE ☒	SMALL ☐
	FRONT OPENING #1		WIDTH	HEIGHT
	FRONT OPENING #2		WIDTH	HEIGHT
	REAR WALL	SOLID ☐	OPENING ☐	WALL NOT INCLUDED ☒
X	REAR CURVED ANGLES		LARGE ☒	SMALL ☐
	REAR OPENING #1		WIDTH	HEIGHT
	REAR OPENING #2		WIDTH	HEIGHT
X	NUTS BOLTS AND WASHERS	QUANTITY **110%**		
X	CERTIFIED ENGINEERED DRAWINGS AND MANUALS			
X	FREIGHT TO: Compton, California			
X	14 ga. Industrial Arch Connector for A and S Models			
	Accessory # 2			
	Accessory # 3			
	Accessory # 4			
	Accessory # 5			
	Accessory # 6			

NOTES:

Freight to: Compton, California
(As close to site as truck can safely go).
Customer to offload

Customer to be provided 60 days from date of delivery to advise of any missing or damaged components.
Building to be mounted on existing foundation by others measuring 200 x 900. Baseplates may or may not have drip - edge and / or custom hole locations as required.

Questions / Customer Service Contacts; 1-800-668-5111

Building Consultant | Tony Cavallin | Ext. 226 | tcavallin@futurebuildings.com
Sales Manager | John Mastrangelo | Ext. 306 | jmastrangelo@futurebuildings.com
Customer Service/Delivery | Beatrice Prevalus | Ext. 256 | bprevalus@futurebuildings.com

ESTIMATED DELIVERY DATE
April 2024

rdonald@comptoncity.org

Unless explicitly stated otherwise, anchor bolts and overhead doors are not provided by Future Buildings.

This order must be scheduled to leave our factory in April 2024. Any delay by the customer will be subject to a price increase

BUILDING PRICE	$45,000.00
FREIGHT	$0.00
ADMINISTRATION FEE	$0.00
SUB TOTAL	$45,000.00
HST #704352723RT0001	$0.00
	$0.00
TOTAL PRICE	$45,000.00
ENGINEERING DEPOSIT	$11,250.00
BALANCE DUE ON DELIVERY (BY CERTIFIED CHEQUE)	$33,750.00

THE BUYER ACKNOWLEDGES AND AGREES:

- pay the balance of the purchase price by certified cheque upon delivery of the materials and acknowledges receipt of a completed purchase order;
- that upon acceptance of this order by the Seller that the Buyer shall NOT be entitled to a refund of whole or any part of the engineering charge or deposit and that the Buyer shall be held responsible for payment of the balance and all collection and legal fees arising from the cancellation;
- there have not been any representations, conditions, warranties, promises, or collateral agreements, of any kind made by the Seller or its representatives;
- upon being contacted for delivery shall accept delivery of the materials within 14 days.
- I consent to receiving electronic communications, including: product updates, promotions and building information from Future Buildings.
- under no circumstances shall the seller be liable for any indirect, special, punitive, incidental, or consequential damages resulting from the sale, installation or use of the building(s), whether based upon breach of warranty, breach of contract, negligence, strict liability or any other legal theory.
- they have received and read the conditions on the back of this document and agree to be bound by the conditions.

Buyer: Reginald Donald Compton Fire Department

Signature: ______

Representative: Tony Cavallin
Future Buildings USA Inc. DBA Future Buildings

By Authorized Officer ______

Accepted by Seller this 04 day of Mar 20 24

CONDITIONS

The Seller is a distributor of Future Steel Buildings ("the Supplier") and does not offer any warranties or guarantees for the buildings. Any inquiries or claims dealing with installation, delivery shortages, warranty information and coverage, perforation, demurrage, spotting, switching, or any other issues with the building(s), should be made directly to the Supplier. For greater certainty, the only warranties and guarantees provided are those provided by the Supplier and set out in the Future Steel Building Manual.

UNDER NO CIRCUMSTANCES SHALL THE SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM THE SALE, INSTALLATION OR USE OF THE BUILDING(S), WHETHER BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY. Such damages include, but are not limited to, loss of profits, loss of revenue, loss of use of the building, cost of capital, cost of substitute or replacement equipment, facilities or services, down time, Buyer's time, claims of third parties, including customers, and injury to property.

The Seller makes no representations or warranties regarding the products being sold and all warranties, express or implied, are hereby disclaimed (including implied warranties of merchantability and fitness for a particular purpose), unless set out on the face of this agreement. No oral or written information or advice given by the Seller, its dealers, distributors, agents or employees shall create a warranty or in any way increase the scope of any warranty, and no such persons have authority to modify any aspect of any warranty or create any other warranties.

Any taxes which the Seller may be required to pay or collect, under the existing or future laws of the Province of Ontario, Canada and any other competent authority upon or with respect to the sale, purchase, delivery, storage, processing, use, consumption or transportation of any of the materials covered thereby, shall be for the account of the Buyer, who shall promptly pay the amount thereof to the Seller upon demand.

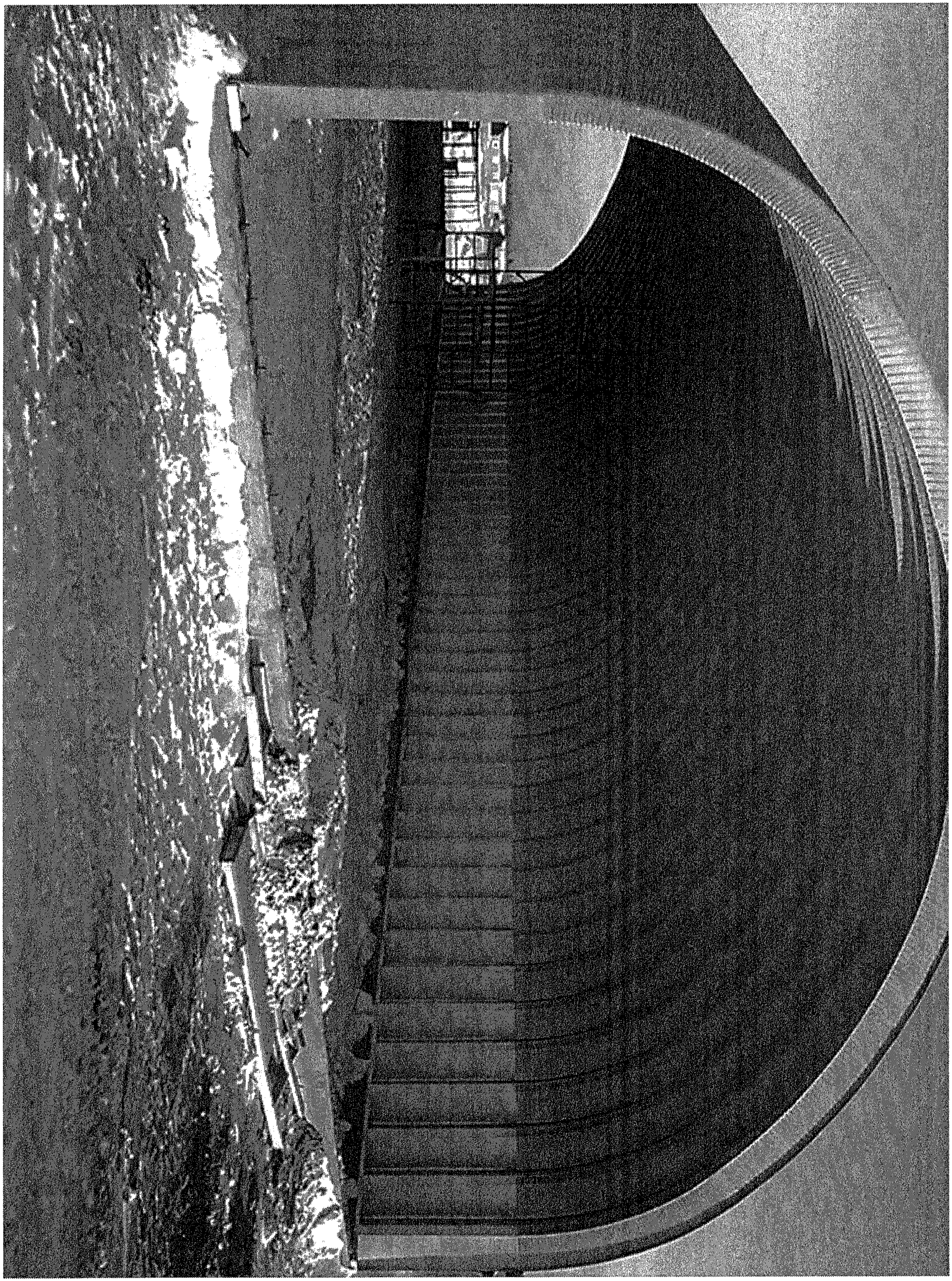
Whether delivery is made at the Seller's place of business or accepted at the place established for delivery, such delivery shall be made or accepted within 14 days of such notification. If any goods purchased hereunder remain unclaimed by the Buyer after the expiration of such 14 day period, the Buyer shall pay the Seller as storage charges an amount equal to 2% of the total purchase price hereunder, per month, to be billed and paid monthly. If the Buyer fails to accept delivery of the goods within two months from the expiration of the 14 day period, the Seller may at its option, and without notice, treat this agreement as being materially breached in which event the Seller shall have all remedies provided by law for breach of contract.

Any dispute about quality, condition or workmanship of the materials or otherwise in connection with the terms of this Agreement, shall not entitle the Buyer to reject the materials. In the case of any dispute the Buyer shall take delivery of the materials, pay for the shipment as per the terms of the agreement, and make a claim under the Supplier's warranty.

The Seller deserves the right to divide this order into separate shipments and invoice such shipments separately, in which case each shipment shall be deemed a separate contract and payment therefore due in accordance with the terms hereof. If because of Buyer, any shipment must be diverted or returned to Seller, Buyer shall pay all demurrage, transportation and other costs, incurred as a result thereof. No failure of Seller to exercise any right incurring from any default of Buyer shall impair Seller's rights in case of any subsequent default of Buyer. All rights of Seller hereunder shall be cumulative.

DESIGN CONDITIONS: Unless otherwise stated herein, your building will not be designed for more than 1 psf collateral load, nor any extra roof snow load from nearby taller structures, nor extra wind pressure due to partially enclosed condition. Your building foundation and anchorage must comply with the engineering drawing. If you wish for or need your building to support addition loads or are making any changes to our foundation or anchorage design, you must review them with us, as they may trigger the need for building reinforcement.

Reginald Donald Compton Fire Department
201 South Acacia Avenue
Compton California 90220



Quote #2

GENERAL STEEL CORPORATION - WHOLESALE STEEL BUILDING QUOTE

GENERAL STEEL BUILDINGS

"If you need space, you need the General"

BBB ACCREDITED BUSINESS A+ RATING

Quote Date: 3/8/2024 16:11

Quote Expires: *Call for Details*

SOLD TO:			
CUSTOMER INFORMATION			
Name:	REGINALD		
Company:			
Phone:	XXXXXXXXXX	Fax:	XXXXXXXXXXXXXX
Cell:	(323) 791-7679	Email:	reginald.donald@yahoo.com

SHIP TO:			
SHIPPING INFORMATION			
Address:			
City:	COMPTON		
County:	COMPTON	State:	CA
Zip:	90220	Country:	United States

BUILDING INFORMATION:			
Width:	50	Length:	65
Height:	20	Roof Pitch:	1 :12

BUILDING CODES:			
Code:	CA 22	Exposure:	C
Wind:	120	Snow:	0

QTY	ITEMS & FEATURES	PRICE
X	Engineered w/ Solid I-Beam Construction for Optimum Strength	INCL
X	A-325 and A-307 High Strength ASTM Bolts	INCL
X	Die Cast Pre-Formed Ridge Caps	INCL
X	Self Drilling and Self Tapping Screws	INCL
X	Submerged Arc Welded Frames for More Secure Welds	INCL
X	Oversize Fasteners w/ Pre-Assembled Neoprene Washers for added Weather Tightness	INCL
X	Long Overlap on Girts and Purlins for added Weather Tightness	INCL
X	All Primary & Secondary Framing, Siding, Roofing, & Hardware	INCL
X	Engineering Certification	INCL
X	50 YEAR STRUCTURAL WARRANTY	INCL
X	AISC Certification Insuring 1/16 Accuracy of Pre-Cuts, Pre-Welds, and Pre-Punches	INCL
X	40 year Warranty on Sheeting Coating	INCL
X	26gauge Roof Sheeting - 80,000psi High Tensile Strength	INCL
X	26 gauge Wall Sheeting - 80,000psi High Tensile Strength	INCL
X	clear span	INCL
X	Sculpted Trim Package Upgrade	INCL
X	Anchor Bolt Setting Plans	INCL
X	Full Erection Drawings	INCL
X	3 sets of Engineer Stamped & Sealed Engineered Drawings	INCL
X	Weather-Stripping Including Mastic Sealant on Roof for Superior Weather-Tightness	INCL
X	All Necessary Hardware to Erect Building (Anchor Bolts By Others)	INCL
X	FREE Dedicated Project Coordinator for Project Assistance	INCL
X	Quality Building Designed in Accordance with MBMA (Metal Building Manufacturers Association)	INCL
2	14X14 FRAMED OPENINGS	INCL
1	HEAVY DUTY WALK DOOR WITH FRAMED OPENINGS	INCL
X		INCL
X		INCL
X		INCL
2		INCL

NOTES:

Building Price	$ 66,997.00
Private Freight	N/A
Consolidated Freight INCLUDED	INCLUDED
C.P.U Customer Pick Up	N/A
Tax When Applicable May Be Added	TBD
Total Price	$ 66,997.00
Deposit	$ 13,000.00
Balance Due Upon Delivery	$ 53,997.00

JUST ONE IS RIGHT
50 YEAR WARRANTY

General Steel Corporation	10639 Bradford Road	Littleton, CO	PH: 1-800-406-5126	FAX: 303-904-4866	Read Our Reviews

Representative: ____________ Phone: ________ Ext: ______ Email: ____________

*Unless expressly provided above, the price agreed herein is for one main structure only, roof, and sheeted sidewalls, and specifically excludes any accessory items including but not limited to: doors, windows, insulation, erection, framed openings, foundation designs, engineered calculations, building and size modifications, or any other service.

Quote: QTE-079148 Date: 03/08/2024 Total: $75,293.31

LION BUILDINGS

LION BUILDINGS
101 S. Elm St Suite 64
Greensboro, North Carolina 27401
support@lionbuildings.com
(888) 237-2991

SALES - LUIS TELLEZ
101 S. Elm St Suite 64
Greensboro, North Carolina 27401
lion10@lionbuildings.com

Quote# 3

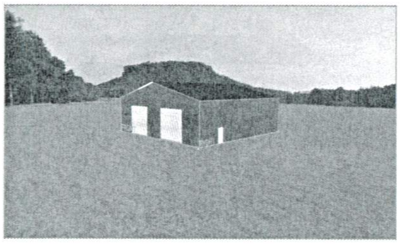
CUSTOMER - REGINALD DONALD

Billing Address
Compton, Los Angeles, California 90220

Shipping Address
Compton, Los Angeles, California 90220
reginald.donald@yahoo.com
(323) 791-7679

EARLING SPRING SALE !! - 60 X 60 X 18

- Roof Color: **Earth Brown**
- Trim Color: **White**
- Sides/Ends Color: **Quaker Gray**
- Wainscot Color: **NA**



BUILDING SPECIFICATION

- [ ] Ready for Installation?
- [ ] Jobsite Level?
- [x] Permit Required?
- [ ] Inside City Limit?
- [ ] Electricity Available?
- Installation Surface? **Concrete**

Building Dimension: **60'W x60'L x18'H**

Roof Style: **A-Frame Vertical**

Gauge: **14 Gauge**

Wind/Snow Rating: **105 MPH + 30 PSF Certified**

Distance on Center: **5 Feet**

SPECIFICATION	QTY
60X60' A-Frame Vertical Roof	1
18' Height (Zigzag Legs Baserail)	1
105 MPH + 30 PSF Certified	1
3/12' Roof Pitch	1
Front Wall Closed Vertical	1
Back Wall Closed Vertical	1
Left Closed Vertical	1
Right Closed Vertical	1
14x14 ft Garage Door (Commercial) on Front Wall (Chain Hoist)	1
14x14 ft Garage Door (Commercial) on Front Wall (Chain Hoist)	1
36x80 inch Walk-in Door (Man Door) on Right Wall	1
Manufacturer Discount	1
Permit Required : Yes	

NOTE

"On all Galvanized Buildings we need 20% to process the order,30% before the building leaves the manufacturing plant, and the remaining 50% balance MUST BE PAID upon INSTALLATION. Our lead time is 4/6 weeks (Weather permitting). Color of your choice. The customer must provide a Telescopic Lift 7k for installation. We can provide Generic Structural Design Drawings for FREE as soon as down payment is made, we can also provide Site-Specific (for your State) Sealed Drawings for an extra charge, we can also refer to a company for the concrete slab which can help you with a concrete quote and concrete drawings and permits if necessary, we can provide you with all necessary documentation and the information for any permit related to t...

SUB TOTAL	$68,293.25
Sales Tax (10.25%)	$7,000.06
Additional Charges	$0.00
GRAND TOTAL	$75,293.31
PAY NOW Downpayment	$13,658.65
BALANCE DUE	$61,634.66

March 26, 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 PROFESSIONAL SERVICES AGREEMENT WITH MATRIX CONSULTING GROUP FOR FIRE LABOR COSTING ANALYSIS SERVICES, AMEND THE CITY CONTROLLER'S DEPARTMENT FY2023-2024 BUDGET, AND TO ISSUE A PURCHASE ORDER IN THE AMOUNT OF FIFTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS ($57,500).

SUMMARY

Staff is requesting that the City Council consider adopting a Resolution authorizing the City Manager to enter into a professional services agreement with Matrix Consulting Group to provide Fire Labor Costing Analysis services to the City, amend the City Controller's Department FY2023-2024 Budget, and to issue a Purchase Order for the amount of Fifty-Seven Thousand Five Hundred Dollars ($57,500) for services to be provided by Matrix Consulting Group.

BACKGROUND

In accordance to the findings listed on page 6 in the State Auditor's Report of the City of Compton dated October 2022, the City "should develop a policy that describes how the City will determine the amount of fire department overtime it budgets each year and perform an analysis that compares the cost of this overtime to the cost of hiring additional firefighters to reduce the need for overtime."

The City's cost for overtime for the Fire Department is a concerned topic of interest, as it has been a great burden on the City's General Fund. In FY2021-2022 and FY2022-2023, Fire has generated overtime cost of $4,0424,068.87 and $4,230,956.52, respectively. The appropriation amount for FY2021-2022 and FY2022-2023 was $1.8 million dollars for each year. In both fiscal years, Fire's overtime cost has exceeded the appropriated amount by over $2 million dollars, in each year.

**Please see Exhibits A and B for Fire's Overtime Expenditure Reports for FY2021-2022 and FY2022-2023.*

**Please see Exhibit C for page 6 of the State Auditor's Report*

STATEMENT OF ISSUE

In response to the State Auditors Report in October 2022, City staff released an RFP in November 2023 for Fire Labor Costing Analysis to obtain a cost analysis of the Fire Department staff overtime. Matrix Consulting Group was the only respondent to the RFP issued on November 07, 2023 that the City received. The RFP was published on the City's Website, the California Society of Municipal Finance Officers (CSMFO) website, and in the Compton Bulletin newspaper.

Staff reviewed the proposal, and an interview was conducted by staff from the City Management Office, the Controller's Department, and the Fire Department. During the interview, Matrix Consulting Group was asked a series of questions and were allowed to present their experience and capabilities of their firm. After conducting the interview and reviewing the proposal, staff has determined that Matrix Consulting Group possesses adequate knowledge and experience to conduct the Labor Costing Analysis for the Fire overtime cost.

Staff believes that it is in the City's best interest to have this analysis conducted to assist with labor management, forecasting, and budgeting, which is in adherence to the recommendation mentioned in the State Auditor's Report.

Staff is requesting authorization be given to enter into an agreement with Matrix Consulting Group for Labor Costing Analysis Services for the Fire Department's overtime cost, and to open a Purchase Order in the amount of Fifty-Seven Thousand Five Hundred Dollars ($57,500) for services to be provided by Matrix Consulting Group.

FISCAL IMPACT

Per the proposal, Matrix Consulting Group's cost for conducting the Labor Costing Analysis for Fire's overtime is not- to- exceed Fifty-Seven Thousand Five Hundred Dollars ($57,500) for services to be provided.

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	$57,500

Increase in Expenditure appropriations:

Account Code	Account Name	Amount
2810-650-000-4266	American Rescue Plan Fund Contract Services	$57,500

A Purchase Order is also requested at this time for Matrix Consulting Group in the amount of Fifty-Seven Thousand Five Hundred Dollars ($57,500) for services to be provided by Matrix Consulting Group from the following account:

Account Code	Account Name	Amount
2810-650-000-4266	Contract Services	$57,500

RECOMMENDATION

Staff recommends the City Council to adopt the attached Resolution to authorize the City Manager to enter into an agreement with Matrix Consulting Group, and also authorize the City Manager to open a Purchase Order in the amount of Fifty-Seven Thousand Five Hundred Dollars ($57,500) for services to be provided by Matrix Consulting Group.

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 AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH MATRIX CONSULTING GROUP FOR FIRE LABOR COSTING ANALYSIS SERVICES, AMEND THE CITY CONTROLLER'S DEPARTMENT FY2023-2024 BUDGET, AND TO ISSUE A PURCHASE ORDER IN THE AMOUNT OF FIFTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS ($57,500).

WHEREAS, in accordance to the findings listed on page 6 in the State Auditor's Report of the City of Compton dated October 2022, the City "should develop a policy that describes how the city will determine the amount of fire department overtime it budgets each year and perform an analysis that compares the cost of this overtime to the cost of hiring additional firefighters to reduce the need for overtime"; and

WHEREAS, the City's cost for overtime for the Fire Department is a concerned topic of interest, as it has been a great burden on the City's General Fund; and

WHEREAS, in FY2021-2022 and FY2022-2023, Fire has generated overtime cost of $4,0424,068.87 and $4,230,956.52, respectively, but the budgeted amount was $1.8 million dollars for each year, ultimately leading to Fire's overtime cost exceeding the appropriated amount by over $2 million dollars in each year; and

WHEREAS, in response to the State Auditors Report in October 2022, City staff released an RFP, that was published on the City's Website, the California Society of Municipal Finance Officers (CSMFO) website, and in the Compton Bulletin newspaper, in November 2023 for Fire Labor Costing Analysis to obtain a cost analysis of the Fire Department's staff overtime, for which Matrix Consulting Group was the only respondent to the RFP that the City received; and

WHEREAS, staff reviewed the proposal, and an interview was conducted by staff from the City Management Office, the Controller's Department, and the Fire Department. During the interview, Matrix Consulting Group was asked a series of questions and were allowed to present their experience and capabilities of their firm. After conducting the interview and reviewing the proposal, staff has determined that Matrix Consulting Group possesses adequate knowledge and experience to conduct the Labor Costing Analysis for the Fire overtime cost; and

WHEREAS, staff believes that it is in the City's best interest to have this analysis conducted to assist with labor management, forecasting, and budgeting, which is in adherence to the recommendation mentioned in the State Auditor's Report; and

WHEREAS, staff is requesting authorization be given to enter into an agreement with Matrix Consulting Group for Labor Costing Analysis Services for the Fire Department's overtime cost, and to open a Purchase Order in the amount of Fifty-Seven Thousand Five Hundred Dollars ($57,500) for services to be provided by Matrix Consulting Group; and

WHEREAS, per the proposal, Matrix Consulting Group's cost for conducting the Labor Costing Analysis for Fire's overtime is not- to- exceed Fifty-Seven Thousand Five Hundred Dollars ($57,500) for services to be provided; and

WHEREAS, 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	$57,500

Increase in Expenditure appropriations:

Account Code	Account Name	Amount
2810-650-000-4266	American Rescue Plan Fund Contract Services	$57,500

WHEREAS, a Purchase Order is also requested at this time for Matrix Consulting Group in the amount of Fifty-Seven Thousand Five Hundred Dollars ($57,500) for services to be provided by Matrix Consulting Group from the following account:

Account Code	Account Name	Amount
2810-650-000-4266	Contract Services	$57,500

WHEREAS, Staff recommends the City Council to adopt the attached Resolution to authorize the City Manager to enter into an agreement with Matrix Consulting Group, amend the City Controller's Department FY2023-2024 Budget, and authorize the City Manager to open a Purchase Order in the amount of Fifty-Seven Thousand Five Hundred Dollars ($57,500) for services to be provided by Matrix Consulting Group; and

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

SECTION 1. That the City Manager, on the advice and approval of the City Attorney, is hereby authorized to enter into a professional services agreement with Matrix Consulting Group to provide Fire Labor Costing Analysis services to the City.

SECTION 2. That the City Controller's Department Fiscal Year 2023-2024 Budget is authorized to be amended as follows:

Increase in Revenue appropriations:

Account Code	Account Name	Amount
2810-000-000-3565	American Rescue Plan Fund Other Federal Grant Revenue	$57,500

Increase in Expenditure appropriations:

Account Code	Account Name	Amount
2810-650-000-4266	American Rescue Plan Fund Contract Services	$57,500

SECTION 3. That a purchase order is authorized to be established in the amount of $57,500 from Account No. 2810-650-000-4266 - Contracted Services for Fire Labor Costing Analysis services provided by Matrix Consulting Group.

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

Expenditure Report by Fund

CITY OF COMPTON
EXPENDITURE REPORT
07/01/21 THROUGH 06/30/22
(ADHOC REPORT NAME: EXPENRPT.RDF.ADMIN)

	TOTAL APPROPRIATION	ENCMBRNC THIS PRD	OTSTNDNG ENCMBRNC	EXPENDITURES THIS PERIOD	YEAR TO DATE EXPENDITURES	UNENCUMBERED BALANCE	% USED
FOR 1001 69 FIRE DEPARTMENT							
1001690000 FIRE							
4171 OVERTIME	1,800,000.00	0.00	0.00	636,947.76	4,024,068.87	(2,224,068.87)	223.56
TOTAL: 1001690000	1,800,000.00	0.00	0.00	636,947.76	4,024,068.87	(2,224,068.87)	223.56
TOTAL: PERSONNEL	1,800,000.00	0.00	0.00	636,947.76	4,024,068.87	(2,224,068.87)	223.56
**TOTALS FOR FIRE DEPARTMENT	1,800,000.00	0.00	0.00	636,947.76	4,024,068.87	(2,224,068.87)	223.56

Expenditure Report by Fund

CITY OF COMPTON
EXPENDITURE REPORT
07/01/21 THROUGH 06/30/22
(ADHOC REPORT NAME: EXPENRPT.RDF.ADMIN)

	TOTAL APPROPRIATION	ENCMBRNC THIS PRD	OTSTNDNG ENCMBRNC	EXPENDITURES THIS PERIOD	YEAR TO DATE EXPENDITURES	UNENCUMBERED BALANCE	% USED
FUND TOTALS FOR GENERAL FUND	1,800,000.00	0.00	0.00	636,947.76	4,024,068.87	(2,224,068.87)	223.56
GRAND TOTAL	1,800,000.00	0.00	0.00	636,947.76	4,024,068.87	(2,224,068.87)	223.56

Expenditure Report by Fund

CITY OF COMPTON
EXPENDITURE REPORT
07/01/22 THROUGH 06/30/23
(ADHOC REPORT NAME: EXPENRPT.RDF.ADMIN)

	TOTAL APPROPRIATION	ENCMBRNC THIS PRD	OTSTNDNG ENCMBRNC	EXPENDITURES THIS PERIOD	YEAR TO DATE EXPENDITURES	UNENCUMBERED BALANCE	% USED
FOR 1001 69 FIRE DEPARTMENT							
1001690000 FIRE							
4171 OVERTIME	1,800,000.00	0.00	0.00	340,161.31	4,230,956.52	(2,430,956.52)	235.05
TOTAL: 1001690000	1,800,000.00	0.00	0.00	340,161.31	4,230,956.52	(2,430,956.52)	235.05
TOTAL: PERSONNEL	1,800,000.00	0.00	0.00	340,161.31	4,230,956.52	(2,430,956.52)	235.05
**TOTALS FOR FIRE DEPARTMENT	1,800,000.00	0.00	0.00	340,161.31	4,230,956.52	(2,430,956.52)	235.05

Expenditure Report by Fund

CITY OF COMPTON
EXPENDITURE REPORT
07/01/22 THROUGH 06/30/23
(ADHOC REPORT NAME: EXPENRPT.RDF.ADMIN)

	TOTAL APPROPRIATION	ENCMBRNC THIS PRD	OTSTNDNG ENCMBRNC	EXPENDITURES THIS PERIOD	YEAR TO DATE EXPENDITURES	UNENCUMBERED BALANCE	% USED
FUND TOTALS FOR GENERAL FUND	1,800,000.00	0.00	0.00	340,161.31	4,230,956.52	(2,430,956.52)	235.05
GRAND TOTAL	1,800,000.00	0.00	0.00	340,161.31	4,230,956.52	(2,430,956.52)	235.05

- By July 2024, Compton should evaluate and the city council should approve updated charges for all city services in accordance with the substantive and procedural requirements of the state constitution. Compton should review its charges for services at least once every three years following this initial update.

- By July 2024, the city council should approve a realistic repayment plan for the amounts that the general fund has borrowed from other funds, with repayments beginning by at least fiscal year 2024–25.

- 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 measures such as increasing staff in the city controller's office and training them on their responsibilities for preparing the financial statements.

- By July 2024, the city council should ensure that the city develops and begins implementing a plan for reducing Compton's pension and other postemployment benefits (OPEB) costs and liabilities. This plan may include placing retirement funds into a trust and negotiating changes to employees' contributions for pension and OPEB costs.

- 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.

- By December 2024, Compton should develop a policy that describes how the city will determine the amount of fire department overtime it budgets each year and perform an analysis that compares the cost of this overtime to the cost of hiring additional firefighters to reduce the need for overtime.

Agency Comments

Compton did not state whether it agreed with our recommendations but indicated that the audit report can help the city identify and target corrective actions to improve the entire organization. We look forward to receiving Compton's corrective action plan by December 2022 to understand the specific actions it has undertaken, or plans to take, to address the conditions that led us to designate it as high risk.

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
MATRIX CONSULTING GROUP, LTD

This **AGREEMENT** is entered by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as **"City"**) located at 205 South Willowbrook Avenue, Compton, California 90220, and **Matrix Consulting Group, Ltd.** (hereinafter referred to as **"Consultant"**), located at 1650 S Amphlett Blvd. Suite 213, San Mateo, CA 94402

RECITALS:

WHEREAS, the City has determined that it will be prudent to engage the services of a professional and experienced Consultant to assist the City with Fire Labor Costing Analysis; and

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

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

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

AGREEMENT:

1. <u>SCOPE OF SERVICES TO BE RENDERED BY CONSULTANT</u>

It is the mutual understanding of the parties that the Consultant shall perform and be responsible for rendering consulting services regarding Fire Labor Costing. Professional services shall include, but not be limited to, the Task(s) indicated below:

<u>Task(s)</u> – Fire Labor Costing Analysis:

- Develop a cost analysis to help determine the cost drivers of Fire Department overtime budgeted each year
- Determine if it is more cost effective for the City to pay overtime to the Fire Department staff in comparison with the cost of hiring additional firefighters
- Perform a review of payroll patterns, timecard processes, and the Memorandum of Agreement (MOA) with each respective Union
- Perform an analysis of salary, benefits, and cost plan data for the Fire Department staff
- Perform a determination of overtime causes and/or excessive use for the Fire Department staff
- Make recommendations for reducing the Fire Department's overtime that is efficient and effective for City Management

- Conduct interviews and document review to identify trends, parameters, and service level demands which impact overtime usage
- Develop a summary understanding of the current approaches to staffing, management and operations, and its impact on the utilization of overtime
- Evaluate methods used by other Fire Departments to control their overtime costs and evaluate compatibility and feasibility with the Compton Fire Department, and provide recommendations for the City Management to implement
- Develop a comparative assessment to gain perspectives on overtime utilization in the Fire service
- Conduct a detailed analysis of overtime utilization and expenditures
- Evaluate alternative approaches to managing overtime
- Prepare reports of analysis and recommendations for City Management

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

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

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

Robert Finn will serve as the **Project Manager** and shall be primarily responsible for representing the Consultant in the performance of this Agreement.

2. <u>Duration of Contract.</u> Consultant agrees to commence the services provided for herein upon written Notification to Proceed from the City and to continue in a diligent and professional manner until the project is complete, or upon exhaustion of authorized funding, whichever occurs first, unless this Agreement is terminated as provided herein. The parties anticipate that **Consultant's services will be completed by December 31, 2024.**

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

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

3. <u>Compensation.</u> The method of payment for these services will be billed on a time and out-of-pocket expenses basis, as identified in the Consultant's attached/incorporated **Proposal (See Exhibit A)**. The total price paid to the Consultant will include compensation for all work, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the Consultant, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total compensation will be negotiated between the Consultant and the City. Adjustment in the total compensation will not be effective until authorized and approved in writing by the City**.**

Progress payments may be made in arrears based on the percentage of work and deliverables completed by the Consultant. If Consultant fails to submit the required deliverable items according to schedule or as required by the Agreement, except for those amounts that are due and not reasonably in dispute, the City shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions noted herein.

Consultant shall be reimbursed within sixty (60) days, or as promptly as fiscal procedures may permit, upon receipt by the City of itemized invoices for services completed. Invoices shall be submitted no later than 45 calendar days after the performance of work for which the Consultant is billing. Invoices shall detail the work performed on each task as applicable. Invoices shall be delivered or mailed to the City Controller's Department at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

The Consultant is required to comply with all federal, state and local laws and ordinances applicable to the services provided under this Agreement.

As full and complete compensation for performance of all the services performed by the Consultant as described in Section 1 of this Agreement, City shall pay, and Consultant agrees to accept, a not-to-exceed maximum sum of **Fifty-Seven Thousand Five Hundred Dollars ($57,500)**

Consultant agrees to provide all professional services at the following hourly rates:

Partners (26 Hrs.)	$300.00 per
Managers (132 Hrs.)	$200.00 per
Staff (132 Hrs.)	$150.00 per

Additional Cost:

Transportation	$3,500.00

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

4. <u>Ownership of Materials.</u> All product produced by Consultant or its agents, employees, and subcontractors pursuant to this Agreement (the "Work Product") is the property of City. In the event this Agreement is terminated, all Work Product produced by the Consultant or its agents, employees, and subcontractors pursuant to this Agreement, will be delivered to City pursuant to the termination clause of this Agreement. Consultant will have the right to make one (1) copy of the Work Product for Consultant's records.

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

5. <u>Independent Contractor Status.</u> Consultant, its officers, employees, subconsultants, subcontractors, agents and volunteers (collectively hereinafter the "Consultant"), will perform the services in Consultant's own way and pursuant to this Agreement as an independent contractor and in pursuit of the Consultant's independent calling, and not as an employee of City. The persons used by the Consultant to provide the services under this Agreement will not be considered employees of City for any purposes. Neither the City, nor any of its officers, employees, agents or volunteers shall have any control over the conduct of the Consultant, except as expressly set forth in this Agreement. Consultant expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Agreement that Consultant shall not, at any time or in any manner, represent that Consultant is in any manner an officer, employee, agents or volunteer of the City. Consultant shall obtain no rights to retirement, health care or any other benefit that accrue to City officials, officers, or employees. Consultant expressly waives any claim to such rights.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. Federal and State Withholding Taxes. Consultant shall be responsible for paying when due all federal and state income withholding taxes for all earning under this Agreement. Consultant agrees to indemnify City for any claims, costs, losses, fees, penalties, interest, or damages suffered by City resulting from Consultant's failure to comply with this provision.

16. General Compliance with Laws. Consultant will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of the services by Consultant. Consultant will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of the services with all applicable laws, ordinances and regulations.

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

The City's obligation is payable only from funds appropriated for the purpose of this Agreement. All funds for payments after the end of the current fiscal year are subject to the City's legislative appropriation for this purpose. In the event this Agreement extends into succeeding fiscal year periods and the City Council does not allocate sufficient funds for the next succeeding fiscal year payments, this Agreement shall terminate immediately upon written notice from the City.

Either Party, upon tendering thirty (30) calendar days written notice to the other Party, may terminate this Agreement for convenience. In this event and upon request of City, Consultant will assemble the work product without charge and put it in order for proper filing and closing and deliver it to City. Consultant will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

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

19. Claims And Lawsuits. By signing this Agreement, Consultant agrees that any Agreement claim submitted to City must be asserted as part of the Agreement process as set forth in this Agreement and not in anticipation of litigation or in conjunction with litigation. Consultant acknowledges that if a false claim is submitted to City by Consultant, it may be considered fraud and Consultant may be subject to criminal prosecution. Consultant acknowledges that California Government Code sections 12650 *et seq.*, the False Claims Act, applies to this Agreement and, provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees. Consultant acknowledges that the filing of a false claim may subject Consultant to an administrative proceeding as the result of which Consultant may be prevented to act as a Consultant on any public work or improvement for a period of up to five (5) years. Consultant acknowledges debarment by another jurisdiction is grounds for City to terminate this Agreement.

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

- is not currently under suspension, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency;

- has not been suspended, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years;
- 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.

__________________________________ ____________________

Richard Brady, President **(Date)**

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

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

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

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

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

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

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

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

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

TO CONSULTANT:	**MATRIX CONSULTING GROUP, LTD** **1650 S Amphlett Blvd. Suite 213** **San Mateo, CA 94402** **Attn: Richard Brady, President** **(650) 858-0507**
TO CITY:	**CITY OF COMPTON** **205 South Willowbrook Avenue** **Compton, California 90220** **Attn: Sharon Rahban Navizadeh, City Controller** **City Controller Department** **(310) 605-5678**

Note: A copy of any notice provided to the Vice President shall also be provided to: City Manager, 205 South Willowbrook Avenue, Compton, California 90220.

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

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

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

MATRIX CONSULTING GROUP, LTD

Dated: _______________ **By ___________________________________**
Richard Brady, President

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:

Dated: _______________ **By ___________________________________**

Vernell McDaniel, City Clerk

Proposal to Provide Consulting Services for Fire Labor Costing Analysis

COMPTON, CALIFORNIA

November 21, 2023

Richard Brady, President
Matrix Consulting Group, Ltd.
1650 S. Amphlett Blvd. Suite 213
San Mateo, CA 94402
(650) 858-0507

ORIGINAL

matrix
consulting group

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matrix
consulting group

November 21, 2023

Jocelyn Logan
Deputy City Controller
Office of the City Clerk
City of Compton
205 South Willow Brook Avenue
Compton, California 90220

Dear Ms. Logan:

The Matrix Consulting Group, Ltd. is pleased to provide you with our proposal to provide Consulting Services for a Fire Labor Costing Analysis. This proposal is based on our email and phone discussions, and our understanding of the project, summarized below.

The City of Compton would like to develop a cost benefit analysis to help determine the amount of Fire Department overtime budgeted each year and whether it is more cost effective to pay overtime in comparison with the cost of hiring additional firefighters. To accomplish this, the City needs a comprehensive Labor Cost Analysis that includes:

- Comparison of current overtime costs to that of hiring additional firefighters.
- Review of payroll patterns, timecard processes, and MOA.
- Analysis of salary, benefits, and cost plan data.
- Determination of overtime causes and/or excessive use.
- Make recommendations for reducing Fire's overtime that is efficient and effective.

We have conducted fire labor and overtime studies for Monterey (CA), Vacaville (CA), Cleveland (OH) and San Antonio (TX) and Sandwich (MA).

Additionally, our team's fire and emergency medical service analytical experience includes over 400 projects throughout the country, with many in California and many including overtime assessments. The table, below, provides recent sample assignments:

1650 S. Amphlett Blvd., Suite 213 ■ San Mateo, CA 94402 ■ 650.858.0507
SF Bay Area (Headquarters), Charlotte, Dallas, Fort Myers, Irvine, Portland, St. Louis

Albany, California	Grants Pass, Oregon	**Pacific Grove, California**
Atherton, California	**Huntington Beach, California**	**Palm Desert, California**
Barnstable, Massachusetts	**La Quinta, California**	**Placer County, California**
Bellingham, Washington	**Los Banos, California**	**Red Bluff, California**
Big Bear, California	**Mercer County, California**	Reno, Nevada
Butte County, California	Milwaukee, Wisconsin	**Sebastopol, California**
Chelsea, Massachusetts	**Monrovia, California**	**Vacaville, California**
Dinuba, California	**Monterey, California**	**Vernon, California**
Dixon, California	**Napa, California**	**West Sacramento, California**

The assigned project team has conducted numerous Labor Cost Analysis studies over the past several years. Two of the team members have direct experience working with the Center for Public Safety Excellence as Team Leaders and agency assessors.

The following points characterize our approach to conducting fire staffing studies:

- All staff for our proposed team are extremely experienced, having themselves conducted up to hundreds of EMS and fire service studies.
  - The President of the firm, with 40 years of public safety analytical experience would serve as the project executive and advisor.
  - Our Project Manager and lead analyst, Robert Finn, has led the analysis of all our fire and EMS studies over the past 11 years and is a member of the NFPA and former Peer Assessor and team leader with CPSE.
- We are a 'fact based' firm providing detailed data collection and analysis.
- We obtain extensive input from 'stakeholders' in all our studies, including municipal managers, elected officials, and fire service managers.
- We work closely with our clients through interim reports and review meetings.

As President of the firm, I confirm that our proposal is irrevocable for 90 days from the day of receipt by the City.

If you have any questions, please do not hesitate to contact me at 650-858-0507 or via email at rbrady@matrixcg.net.

Richard Brady, President
Matrix Consulting Group, Ltd.

1 Technical Proposal

1.1 License to Practice in California

The Matrix Consulting Group is licensed in the State of California. Our State business license number is 2485394.

1.2 Firm's Qualifications and Experience

The Matrix Consulting Group was formed by senior consultants who created it to pursue a service in which the senior people do the work. Our only business focus is the provision of organization and management analytical services to local government. Our firm's history and composition are summarized below:

- We were founded in 2002 as a corporation in California.
- While we provide a variety of services to local government our most significant service area is public safety. The Matrix Consulting Group project team has conducted studies of more than 400 fire service agencies in California and throughout the United States since our founding in 2002.
- Our firm maintains two offices in California (our headquarters is in San Mateo, and we also have an Irvine office), Oregon, Florida, Illinois, North Carolina, and Texas.
- We currently have 27 full-time and 7 part-time staff.
  - Richard Brady, Project Executive, works from our San Mateo (CA) office.
  - Robert Finn, Project Manager, works from our Dallas-area office location.
  - All staff assigned to this project are full-time employees of the Matrix Consulting Group. We do not propose the use of sub-contractors.

We are proud of our track record in providing analytical assistance to local governments in general, and to fire agencies specifically.

1.2.1 Fire Consulting Experience

We have conducted fire labor and overtime studies for Monterey (CA), Vacaville (CA), Cleveland (OH) and San Antonio (TX) and Sandwich (MA).

Many of our general fire services studies have an overtime assessment. A summary of the Matrix Consulting Group's fire and emergency medical services analytical experience in recent years is provided in the table below:

Albany, California	Grants Pass, Oregon	**Pacific Grove, California**
Atherton, California	**Huntington Beach, California**	**Palm Desert, California**
Barnstable, Massachusetts	**La Quinta, California**	**Placer County, California**
Bellingham, Washington	**Los Banos, California**	**Red Bluff, California**
Big Bear, California	**Mercer County, California**	Reno, Nevada
Butte County, California	Milwaukee, Wisconsin	**Sebastopol, California**
Chelsea, Massachusetts	**Monrovia, California**	**Vacaville, California**
Dinuba, California	**Monterey, California**	**Vernon, California**
Dixon, California	**Napa, California**	**West Sacramento, CA**

1.2.2 Peer Reviews

The firm has not had any peer or field reviews conducted in the past three (3) years. There has also been no disciplinary action taken or pending against the firm currently or in the past three (3) years with state regulators or professional organizations.

1.2.3 Litigation

There has never been any disciplinary action of any kind taken against the firm.

1.2.1 Project Understanding

The City of Compton has historically spent more than budgeted each year on overtime costs, which suggests the need to evaluate the appropriate amount of overtime and whether it needs to hire additional firefighters. In October 2022, the California Auditor recommended that by December 2024, the City develop a policy describing how it will determine the amount of Fire Department overtime to budget for each year and perform an analysis comparing the cost of overtime to that of hiring additional firefighters.

The following subsection outlines our work plan and proposed tasks needed to conduct the analysis.

1.3 Work Plan

Task 1 | Conduct Initial Interviews and Document Review to Identify Trends and Service Level Demands Which Impact Overtime Usage

To realistically evaluate the use of overtime, it is important that the project team develops an understanding of key issues and trends that impact and shape service requirements within the Fire Department. This provides a background framework for assessing how overtime is utilized within the organization. To develop this perspective, we plan to conduct a series of interviews with the City Manager, City Controller, Deputy City Controller, Internal Auditor, elected officials, and representatives of the Fire Department to identify those key factors impacting operations.

A review will be conducted of key documents that impact staffing, work processes, management functioning, and operations. These documents would include, but not be limited to 2022 State Audit Report, City Charter, City Budget, overtime expenditures since 2021, the City Personnel Rules, Collective Bargaining Agreements, and Standard Operating Policies and Procedures for the Fire Department.

TASK RESULT

The outcome of this task will be a project initiation plan based on the issues identified in the initial interviews.

Task 2 | Develop a Summary Understanding of the Current Approaches to Staffing, Management and Operations, and its Impact on the Utilization of Overtime

It is important that the project team understands the organization, staffing, and operations of the department and each service area included within the audit. Additionally, it is important that the project team understands basic service delivery targets, current service levels, and where there are gaps, in order to understand and analyze the appropriateness of overtime usage. To develop this understanding, we will accomplish the following work steps:

- Conduct individual interviews with each division head and administrative personnel responsible for payroll and human resources. During these interviews, we would focus on understanding the existing plan of organization, current approaches to overtime utilization, as well as key service delivery issues that impact the use of overtime.

- Interview a sampling of supervisory and managerial employees (covering each division) that authorize overtime usage, to further assess overtime usage and procedures.

- Review the application of policies, procedures, and standards that are currently in place related to overtime utilization with a focus on how they are implemented on a daily basis. Confirm that these are applied universally with city staff. These documents would include Personnel Rules, Standard Operating Procedures for functional areas, and collective bargaining agreements.

- Develop an understanding of key service levels and workloads and their interrelationship with overtime utilization.
- Develop an understanding of staff scheduling, coverage requirements, and deployment practices, the intentions to meet service level demands, and the impact on overtime.
- Review in detail the current procedures that are utilized for scheduling and approving overtime use in the department through document review and interviews with noted staff.
- Review the existing procedures related to documentation, accounting of and billing for overtime.
- Develop an understanding of the major management systems utilized to plan and schedule, monitor and adjust approaches to providing key services and the tracking and scheduling of overtime in such systems.
- Develop a detailed descriptive summary of current organization and operations that impact overtime utilization including policies and procedures, staffing/scheduling approaches, approval processes, MOUs, billing practices, etc.

TASK RESULT

The result of the above tasks will be a descriptive profile and issues list of current organization and operational protocols related to overtime utilization.

Task 3 | Develop a Comparative Assessment to Gain Perspectives on Overtime Utilization in the Fire Service.

In this task, the project team proposes the completion of a "best management practices" analysis related to overtime use. The project team would develop a detailed list of best practices for the utilization of overtime. This diagnostic assessment tool would be developed to identify those areas in which the Department is meeting standards of service efficiency or effectiveness, or currently performing consistent with best practices. Best practices would include issues such as:

- Effective utilization of scheduling practices to maximize FLSA overtime exemptions (specifically for Fire Operations).
- Staffing of services at levels that minimize "built in" overtime to provide basic services to the community.

- Utilization of temporary, contracted, and/or part-time employees, where cost effective and appropriate, to supplement permanent full-time staff in the provision of services and reduce the need for overtime expenditures.
- Recovery of full costs of overtime, including benefits and administrative expenses for services provided and billed to external agencies.
- Based on this, the final assessment would:
- Identify those areas in which the current overtime utilization and procedures meet or exceed best practices and require no further study.
- Identify those areas in which overtime utilization and practices represent potential improvement opportunities for the Department.
- Provide descriptions of the next step(s) which the Department should take to resolve identified issues.

The project team would also work with the Department to develop a list of at least six (6) cities to conduct a comparative survey of overtime utilization, as well as policies to control its use and any trigger points for hiring additional personnel compared to paying overtime.

These two methods work well together – a 'best practices assessment' provides definitive approaches to efficient and effective approaches to staffing and uses of overtime; a comparative assessment helps to provide support for the adoption of best practices by an agency.

TASK RESULT

The result of this task will be a comparison of the City of Compton Fire Department overtime utilization and procedures to a set of best management practices and to peer agencies.

Task 4 | Conduct a Detailed Analysis of Overtime Utilization and Expenditures

The overtime expenditures since 2021 for the Compton Fire Department would be analyzed in detail to identify current trends, practices, and expenditure levels as well as to verify proper accounting of overtime utilization. This analysis would include:

- Analysis of overtime usage by number of hours and total dollar cost by various categories, including:
  - Department.

  - 'Employee Groups' (e.g., on-call, emergency crew, prevention).
  - Reason for Overtime (call-out, annual leave, sick leave, injury leave, etc.).

- Comparisons of actual overtime expenditures versus budgeted overtime expenditures. A comparison of actual overtime expenditures and type of overtime will be provided.

- Identification of factors (controllable and uncontrollable) that contributed to the overtime expenditures. Examples of these would include employee absences (planned and unplanned), changes in service delivery methods, minimum staffing levels, adjustments to service levels, directives mandating overtime usage, etc.

- Processing of overtime payments consistent with appropriate internal controls and best practices.

In addition, an analysis of existing policies, procedures, and contractual requirements related to overtime expenditures will be conducted to determine items such as:

- Constraints impacting the ability of to effectively control overtime costs.

- Effectiveness of existing budgetary controls to manage overtime.

- Organizational compliance with existing City policies and procedures regarding overtime utilization and approval.

- Compliance with federal and state laws regarding overtime compensation.

- Effectiveness of billing practices to outside entities and organizations. Questions that will be explored and answered include:

  - Is all overtime being appropriately categorized and billed?
  - Are administrative costs associated with providing overtime resources accounted for and included on the bill for any external services provided?

- Identification of the cost impact (impact on staff availability, administrative overhead, etc.) to the City of Compton, if any, of providing services to outside entities and organizations on an overtime basis.

TASK RESULT

The outcome of this task will be a detailed analysis of the use of overtime, its causes and management.

Task 5 | Evaluate Alternative Approaches to Managing Overtime

In this task, the project team will utilize the information and data collected in previous tasks to conduct a detailed evaluation of the alternatives that can be employed to address overtime expenditures. Alternatives to be considered would include:

- Hiring additional personnel compared to paying overtime.
- Alternative or staggered work schedules.
- Changes in policies and procedures to:
  - Increase accountability.
  - Improve compliance with established processes.
  - Enhance budgetary control.
  - Enhanced supervisory review and control.
- Changes in contractual language to:
  - Increase flexibility in staff assignments.
  - Enable the utilization of alternative work schedules to reduce overtime.
  - Maximize, where applicable, existing FLSA overtime exemptions.

Each of the various alternatives considered and analyzed will be supported with an analysis to substantiate estimated cost savings. In cases where no cost savings are projected, the project team will clearly identify what other qualitative benefits the City would realize from implementation of the recommendation. In all cases, any impact to service delivery levels would be clearly noted.

TASK RESULT

The outcome of this task will be findings, conclusions, and recommendations for improvements in management control, deployment and scheduling, and service targets that impact the use of overtime in the City.

Task 6 | Validate the Formulas and Assumptions Related to Overtime Based on the Current Staffing Model, Leave Usage and Policies

In this task, the project team will utilize the information and data collected in previous tasks to develop an Overtime Model Tool for the City of Compton to allow accurate predictions of overtime needs during the budget process. The Overtime Model Tool would include:

- Current Staffing.

- Proper incorporation of the types of leave historically used by the Fire Department.
- Proper incorporation of any policies that may cause overtime.
- Proper incorporation of any collective bargaining language that may cause overtime.
- Proper incorporation of separations typical for the Fire Department.
- Proper incorporation of any specialty staffing required that may cause the agency

Each of the various components of the model will be fully analyzed to ensure it properly accounts for the amounts and types of overtime that should be expected by the Fire Department.

TASK RESULT

The outcome of this task will be the development of an overtime model to be used by the City to accurately forecast overtime needs.

Task 7 | Prepare a Final Report

Following completion of the evaluation, we will document our findings and recommendations from our work in the previous tasks in a final project report. This report will include:

- A detailed overview of the existing practices related to overtime utilization and approval.
- Detailed trend analysis of overtime expenditures.
- A comparison of the Fire Department's practices related to overtime with a set of best management practices and to peer agencies.
- Detailed recommendations regarding actions the Department or City can take to reduce overtime expenditures. All recommendation will include information regarding the estimated cost savings or cost and the benefits to be achieved by the City following implementation. Recommendations will cover operational changes in categories that include:
  - Policy and procedure changes.
  - Labor contract changes.
  - Staffing adjustments.
  - Schedule changes.

- A listing of constraints that the City Council needs to be cognizant of in making changes to existing overtime practices or that limit the actions that can be taken.
- Any recommendations for modifying the tracking, evaluating, and monitoring of overtime use.
- A determination of the appropriate level of budget for overtime based on recommended changes and development of a methodology to allow for year-to-year comparisons.
- An implementation plan that details the timing of implementation for specific recommendations and identification of who should be responsible for implementation.
- Suggested communication strategies for the Department when discussing overtime utilization to the City Council, public and other forums.

TASK RESULT

The project team will develop the draft and final reports and be prepared to make a presentation on the final report to the City at a public meeting if desired.

1.4 Partner, Manager, Supervisor, and Staff Qualifications and Experience

The Matrix Consulting Group proposes to utilize a senior project team, including our President and other experienced personnel, one with direct fire service experience. The senior members of the team have between 10 and 30+ years of professional experience as consultants and/or fire professionals. It is important to note that members of this project team have worked on all the previous overtime studies noted previously.

The organization of the project team is as follows:

- **Richard Brady**, President of the Matrix Consulting Group, has been providing management consulting services to municipalities for over 40 years across all governmental functions.

- **Robert Finn**, a Senior Manager with over 10 years of consulting experience, who previously served as the Chief of the Southlake (TX) Department of Public Safety Fire Department.

- **Terry Lewis**, a Senior Consultant, who has been a fire consultant for over 8 years. He also has previous experience at all levels of the fire service, including as Chief of the Henderson, KY Fire Department.

- **James Bouziane**, a Consultant, has over 25 years of California Fire and EMS experience. James served as a Deputy Chief with the City of Sunnyvale Department of Public Safety and has extensive experience in all aspects of the fire service.

- **Ryan Peterson** is a Consultant with the firm that specializes in GIS analysis and the deployment options for properly locating fire stations.

Resumes for each team member begin on the following page.

RICHARD BRADY

PRESIDENT, MATRIX CONSULTING GROUP

RICHARD BRADY founded Matrix Consulting Group in 2002 and our Canadian firm, MCG Consulting Solutions in 2017. He leads our Public Safety Practice which includes law enforcement and justice studies. He has served as the Project Manager or Lead Analyst on hundreds of public safety studies in his 40-year career.

His subject matter expertise includes staffing and deployment, management effectiveness, and governance and transparency. Prior to his founding of these two firms, he served for over 20 years as a practice leader in two other firms, including Maximus.

Experience Highlights

Monterey, CA: Richard served as the Project Manager for this engagement. He was responsible for oversight of all aspects of the project that examined the use of overtime in the Fire Department. Key findings/recommendations included:

- The constant staffing model caused overtime for all planned and unplanned leave.
- It was less expensive to pay overtime compared to hiring additional personnel.
- The need for a policy to limit overtime allowed to be worked.

Vacaville, CA: Richard served as the Project Manager for this engagement that audited overtime in the Police and Fire Departments. He was responsible for oversight of all aspects of the project that examined the police and fire departments. Key findings/ achievements of the project:

- Improved forecasting of overtime needs
- Overtime use for both departments was below peer agencies
- Development of overtime limits by position.

Role on This Engagement:

Richard will serve as a project executive and advisor.

Relevant Clients:

AK Anchorage
CA Big Bear
CA Huntington Beach
CA Los Angeles
CA Mercer County
CA Monterey
CA Vacaville
IA Davenport
TX Austin
TX Fort Worth
MO Kansas City
OH Columbus
OR Portland
VA Richmond
NC Raleigh
NC Asheville
WA Tacoma
WI Glendale
WI Oshkosh
OR Portland

Years of Consulting: 40

Education:

BA, California State University, East Bay.

PhD, Oxford University, U.K.

Notable Accomplishments:

Massachusetts Governor's Committee on Local Government

Professional Association:

Association of Local Government Auditors

International City-County Management Association

ROBERT FINN

SENIOR MANAGER, MATRIX CONSULTING GROUP

ROBERT FINN Robert is a Senior Manager with the Matrix Consulting Group and previously served as the Chief of the Southlake (TX) Department of Public Safety. Mr. Finn has a strong educational background coupled with a successful track record that includes strategic planning, budgeting, change management, community relations, and building collaborative partnerships. Robert has over 30 years of fire service and consulting experience covering all aspects of the fire service industry. Robert's relevant experience includes serving the City of Southlake, Texas for 25 years in the following roles:

- Chief of Police (2008 to 2011)
- Chief of Fire Services (2004 to 2008)
- Lieutenant of Professional Standards (1999 to 2004)

Experience Highlights

San Antonio: Robert was the lead analyst on this study to analyze the overtime tool used to forecast overtime in the fire department. Key findings/achievements include:

- The current tool did not account for overtime caused by special events.
- Improved coding of overtime was needed to understand overtime drivers
- A risk hazard analysis was needed to determine staffing needs based on community risk and system performance.

Cleveland, OH: Robert was the lead analyst on this study to conduct an audit of overtime in the Fire and EMS Divisions. Key findings/achievements include:

- Cleveland Fire and EMS both had higher overtime usage than peer agencies.
- The majority of overtime in Fire and EMS was to meet minimum staffing needs.
- A need to revise how overtime is forecasted and budgeted.

Role on This Engagement: Robert will be the project manager and lead analyst on this project. He served in this role on all the references previously provided.

Relevant Clients:

CA	Atherton
CA	Big Bear
CA	Huntington Beach
CA	Mercer County
CA	Monterey
CA	Sebastopol
CA	Vernon
CT	Greenwich
CT	Westport
GA	DeKalb County
IA	Davenport
MA	Billerica
MA	Boston
MA	Chelsea
MA	Yarmouth
MI	Sterling Heights
NC	Raleigh
NY	Bedford
NY	New Rochelle
OH	Cleveland
TX	Possum Kingdom
TX	San Antonio
WA	Bellingham
WI	Oshkosh

Years of Experience: 30

Education:

MBA, and BS, Public Safety Administration, Grand Canyon University

Professional Association:

National Fire Protection Association (NFPA)

International Association of Fire Chiefs (IAFC)

Center for Public Safety Excellence (CPSE)

TERRY LEWIS

SENIOR CONSULTANT, MATRIX CONSULTING GROUP

TERRY LEWIS has over 30 years of fire service and consulting experience. He previously served as the Chief of the Henderson (KY) Fire Department. Terry has a strong educational background coupled with a successful track record of leading an agency of 60 personnel in a community with 30,000 residents.

Terry brings a wealth of knowledge and experience evaluating the staffing and operational needs of fire and EMS operations. He has experience in the following areas:

- Administration
- Fire Prevention
- Financial Management
- Operations
- Hazardous Materials

Experience Highlights

Sandwich, MA: Terry served as a fire analyst for this engagement. He was responsible for analyzing all aspects of the project that reviewed overtime in the Fire Department. Key findings/achievements include:

- Recall policies were causing excessive overtime
- Staffing levels were not adequate to cover planned leave
- Hiring a full time mechanic versus paying overtime for firefighters to perform this function.
- Reorganization of the work schedule to reduce overtime

Vernon, CA: Terry was an analyst on this study to look at the review the current fire service delivery system and evaluate the feasibility of alternative service delivery systems. Key findings/achievements include:

- The City was overstaffing compared to service demands.
- The Department lacked established performance standards.
- Automatic aid allowed for rapid development of an effective response force.
- Minimum staffing reduction from 21 to 17 personnel daily.

Role on This Engagement: Terry will be a project analyst.

Relevant Clients:

CA	Atherton
CA	Big Bear
CA	Butte County
CA	Dixon
CA	Huntington Beach
CA	Mercer County
CA	Monterey
CA	Vernon
CO	Steamboat Springs
CT	Greenwich
CT	Westport
FL	Coconut Creek
GA	DeKalb County
IA	Davenport
MA	Billerica
MA	Boston
MA	Chelsea
MI	Sterling Heights
NC	Raleigh
NH	Berlin
NY	New Rochelle
OH	Cleveland
OR	Estacada
TX	San Antonio
WA	Redmond
WI	Oshkosh

Years of Experience: 30+

Education:

BS Fire Technology, AS Accounting, University of Cincinnati

Professional Association:

National Fire Protection Association (NFPA)

International Association of Fire Chiefs (IAFC)

Center for Public Safety Excellence (CPSE)

RYAN PETERSON

DATA/GIS ANALYST, MATRIX CONSULTING GROUP

RYAN PETERSON is a Consultant with the Matrix Consulting Group, specializing in GIS and data analytics. He has over nine years of experience conducting geospatial analysis for local and regional governments, having previously worked for the City of Portland (OR), City of Beaverton (OR) and the Tri-County Metropolitan Transportation District of Oregon (TriMet). Relevant experience highlights, include:

- Data collection and analysis.
- Growth forecasting using GIS-based projections for population, service needs and staffing requirements.
- Comprehensive workload and staffing analytics.
- Analysis and redistricting of operational boundaries
- Standards of Cover analysis, including community risk, deployment, concentration, and system performance.

Experience Highlights

Placer County, CA: Ryan was a data analyst on this project that examined community risk and development of a standards of cover document. Key findings/ achievements of the project:

- Performed a CAD analysis that determined the current workload of all fire departments serving the County.
- Development of a phased expansion of fire services over a 10-year planning period.
- Increase of staffing to 3-person engine companies in the suburban and urban areas of the County to improve effective response force formation.

Grants Pass, OR: Ryan was a data analyst on this project that examined the staffing and deployment to develop a community risk and standards of cover document. Key findings/achievements include:

- Increasing staffing to 3 personnel on engine companies
- Improvements in the capturing and reliability of response data
- Development of performance objectives for future growth planning.

Role on This Engagement: Ryan will serve as a data analytics and GIS analyst.

Relevant Clients:

CA	Atherton
CA	Big Bear
CA	Butte County
CA	Dixon
CA	Huntington Beach
CA	Mercer County
CA	Monterey
CA	Placer County
CO	Steamboat Springs
CT	Greenwich
CT	Westport
FL	Coconut Creek
GA	DeKalb County
IA	Davenport
MA	Billerica
MA	Boston
MA	Chelsea
MI	Sterling Heights
NC	Raleigh
NH	Berlin
NY	New Rochelle
OH	Cleveland
OR	Estacada
TX	San Antonio
WA	Redmond
WI	Oshkosh

Years of Experience: 9

Education:

BS University of Oregon
GIS Certificate, Portland State University

Certificate of Programing, Epicodus Vocational School

JAMES BOUZIANE

CONSULTANT, MATRIX CONSULTING GROUP

JAMES BOUZIANE has over 25 years of progressive experience leading, managing and providing vision and direction to the fire service. His focus is on ensuring the effective delivery of fire, EMS, and emergency management services to the community.

James has worked on several recent projects since joining the Matrix Consulting Group, including serving as an analyst on the North County (CA) fire study, Phoenix (AZ) fire study, Keizer (OR) fire study and Santa Clara County (CA) fire study.

Experience Highlights

Sunnyvale, CA: James served as a Deputy Chief with the City of Sunnyvale Department of Public Safety and has extensive experience in all aspects of the fire service. He worked at all levels of the organization, including public safety officer, lieutenant, captain, battalion chief and Deputy Chief. He specifically led efforts for the Department in hiring, cultural awareness/diversity, training, and fire prevention.

North County FPD, CA: James was an analyst on this project that examined community risk and development of a standards of cover document and strategic plan for the North County Fire Protection District. Key findings/ achievements of the project:

- Improving the process and inclusion of personnel in policy revisions.
- Recommendations for improving turnout and travel time performance.
- Long-term funding options for the funding and infrastructure needs of the District to include facilities and apparatus.

Role on This Engagement:

James will serve as a project analyst.

Relevant Clients:

AZ	Phoenix
CA	North County FPD
CA	Santa Clara County
ID	Boise
OR	Keizer
TX	Cedar Hill
TX	Cedar Park

Years of Experience: 25+

Education:

BA Public Administration, University of San Francisco

MPA Public Administration, Golden State University

1.6 Engagement Quality Control

We take a clearly defined, client-centered project approach to each study we conduct. Key elements of our philosophy and approach to providing consulting services include:

- A principal of the firm is involved in every project, providing oversight and quality control to all our studies. As the leader of our public safety practice, the President of the firm, Richard Brady, will act in this capacity.
- We are objective and data driven.
  - We ensure that our analysis is based on a comprehensive understanding of client unique service level goals, workloads, risks, and operating environment.
  - Our data collection and documentation process, as well as our empirical, model-based approach to workload and staffing analysis allows us to provide quantitative analysis to support our work.

- Our projects are approached with a firm grounding in analysis. Our clients receive detailed analysis of their specific issues and their impact on agency objectives. Issues are identified and analyzed in depth to ease the path to implementation.
- We utilize formal project management techniques to ensure timely task completion and thorough analysis of issues.
  - The project manager defines and assigns work activities to specific team members with timelines, and designs and reviews all interim and final products before they are delivered to the client.
  - We also seek internal "ownership" of results by conducting extensive interviews, reviewing compiled data and interim deliverables, and maintaining frequent, regular communication with our clients.

2 Dollar Cost Bid

The Matrix Consulting Group is proposing to conduct the Fire Labor Cost Analysis Study for the City of Compton at a not-to-exceed cost of **$57,500** as described below:

Task	Project Executive	Lead Analysts	Project Analysts	Total Hours	Total Cost
Initiation	2	24	16	42	$7,800
Current OT Approaches	4	16	16	36	$6,800
Comparative Analysis	2	4	16	22	$3,800
Overtime Analysis	4	16	32	52	$9,200
Alternatives	4	24	16	44	$8,400
Overtime Model	2	24	12	38	$7,200
Draft/Final Report	8	24	24	56	$10,800
Total Hours	**26**	**132**	**132**	**290**	
Rate Per Hour	$300	$200	$150		
Total Cost	**$7,800**	**$26,400**	**$19,800**		**$54,000**
Travel Related Expense					$3,500
TOTAL PROJECT COST					**$57,500**

Our usual practice is to invoice our clients monthly for time and materials up to the total project amount.

Appendix A: Summary of Professional Fees and Expenses for the Consulting Services of Fire Labor Costing Analysis has been included on the following page.

APPENDIX A

SUMMARY OF PROFESSIONAL FEES AND EXPENSES FOR THE CONSULTING SERVICES OF FIRE LABOR COSTING ANALYSIS

Standard quote for the Services as described under "**Scope of work to be performed**" section of the request for proposals.

	Total Hours	Hourly Rate US $	Amount US $
Partners:	26	$300	$7,800
Managers:	132	$200	$26,400
Supervisory Staff:			
Staff:	132	$150	$19,800
Other:			
Subtotal:	290		$54,000
Out of Pocket Expenses:			
Transportation:			$3,500
Other:			
Total All- Inclusive Maximum Price for the Services:			$57,500

Note: The above quotes represent the total all-inclusive maximum prices for the services. The Proposer warrants that all costs have been considered and included in the above quotes.

3 Appendices

The following pages contain:

- Appendix B: Proposer Guarantees
- Appendix C: Proposer Warranties

APPENDIX B

PROPOSER GUARANTEES

The proposer certifies that it can and will provide and make available, all services and reports, within the time frame set forth under the "**Scope of work to be performed**" and "**Time requirements"** sections of the request for proposals.

Signature of Official ______________________

Typed Name Richard Brady, President

Title President

Firm Name Matrix Consulting Group, Ltd.

Date November 15, 2023

APPENDIX C

PROPOSER WARRANTIES

A. Proposer warrants that it will obtain an Errors and Omissions insurance policy providing a prudent amount of coverage for willful or negligent acts or omissions of any officers, employees, or agents thereof.

B. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the express prior written permission of the City of Compton.

C. Proposer warrants that all information provided in connection with this proposal is true and accurate.

Signature of Official ______________________

Typed Name Richard Brady, President

Firm Name Matrix Consulting Group, Ltd.

Date November 15, 2023

BID OPENING CHECK LIST:

DATE OF THE RFP OPENING: **November 1, 2023**

SUBMISSION DUE DATE: **November 21, 2023 @ 4pm**

PROJECT: **2023 – City Controller – FIRE labor cost analysis**

PROJECT MANAGER/CONTACT PERSON: Jocelyn Logan

COMPANY	RFP BOND INCLUDED	RFP PRICE	DATE / TIME RECEIVED
Matrix consulting group			11/20/23 1:35pm JC