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**COMPTON CITY COUNCIL
AGENDA
06/18/2024
5:30 PM**

HEARING(S)

**5:35 P.M. - PUBLIC HEARING - FIREWORK APPROVAL/DENIAL HEARING
(Action Item)**

5:45 P.M. PUBLIC HEARING - CONCERNING DELINQUENCIES TO BE COLLECTED ON THE LOS ANGELES COUNTY TAX ROLL FOR FISCAL YEAR 2024-2025 FOR OUTSTANDING BALANCES FOR TAX ROLL BILLING FOR FISCAL YEAR 2023-2024

OPENING

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

CONSENT AGENDA

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

APPROVAL OF MINUTES

1. May 15, 2024
2. October 17, 2023

CODE ENFORCEMENT

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO DAY WIRELESS SYSTEMS (DWS) FOR THE PURCHASE OF TWO-WAY PORTABLE RADIOS TO REPLENISH THE COMMUNITY IMPROVEMENT SERVICES DEPARTMENT'S CURRENT COMMUNICATION ABILITIES (\$33,879.65)

REGULAR AGENDA

CITY MANAGER'S REPORT

4. REQUEST TO AUTHORIZE TRAVEL FOR ELECTED OFFICIALS TO ATTEND THE 2024 ANNUAL CONFERENCE AND EXPO SPONSORED BY THE LEAGUE OF CA CITIES

CITY ATTORNEY'S REPORTS

5. ORAL REPORT

NEW BUSINESS

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE MUNICIPAL WATER DEPARTMENT'S ARPA 2023-2024 FISCAL YEAR BUDGET, AND TO ISSUE A PURCHASE ORDER TO THE CLA-VAL COMPANY (SOLE SOURCE VENDOR) FOR REPAIR AND REPLACEMENT OF CONTROL VALVES AT WATER WELL SITES IN AN AMOUNT NOT TO EXCEED THREE HUNDRED TWENTY-TWO THOUSAND EIGHT HUNDRED THIRTY-NINE DOLLARS AND FORTY CENTS (\$322,839.40)
7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A MULTI-YEAR PROFESSIONAL SERVICES AGREEMENT WITH MGT OF AMERICA CONSULTING, LLC. (\$36,244) FOR SENATE BILL 90 CONSULTING SERVICES, AND TO ISSUE A PURCHASE ORDER IN THE AMOUNT OF TWELVE THOUSAND FOUR HUNDRED FORTY-FOUR DOLLARS (\$12,444) FOR MGT OF AMERICA CONSULTING, LLC FOR SERVICES TO BE PROVIDED IN THE FIRST YEAR.

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO UTILIZE ARPA (AMERICAN RESCUE PLAN ACT) FUNDING IN ESTABLISHING A PURCHASE ORDER WITH UNITED PACIFIC SERVICES, INC. TO PROVIDE TREE TRIMMING AND MAINTENANCE SERVICES IN AN AMOUNT NOT TO EXCEED SIX HUNDRED THOUSAND DOLLARS (\$600,000)
9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2023-2024 FISCAL YEAR BUDGET TO TRANSFER FUNDS AND AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER WITH CARSON CHEVROLET FOR THE PURCHASE OF A 2024 CHEVROLET TAHOE FOR THE FIRE CHIEF OF THE COMPTON FIRE DEPARTMENT (\$84,465.00)
10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 25,674, AMENDING THE 2023-2024 FISCAL YEAR BUDGET TO APPROPRIATE FUND BALANCE AND RATIFYING THE REISSUANCE OF A PURCHASE ORDER TO CHARGEPOINT, INC. FOR CHARGING STATIONS AND ANCILLARY INFRASTRUCTURE (\$167,145)

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: 6/25/2024 5:30 PM
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June 18, 2024

TO: MAYOR AND CITY COUNCIL

FROM: CITY CLERK

SUBJECT: FIREWORKS APPLICATIONS (APPROVAL)

According to Compton Municipal Code Section (CMC) 22-2.3, Charitable organizations, associations, or corporations may sell safe and sane fireworks upon first obtaining a permit from the City of Compton. Organizations are selected through a random drawing conducted by the City Clerk's Office.

Eleven (11) applications were submitted to operate the 2024 fireworks stand. The city allows for twelve (12) fireworks stands. Five (5) applications returned this year from holding a one (1) year lottery slot. This will be their second year, which will conclude the two-year lottery slot. Six (6) new applicants are filling vacant spots for the first time. Below is the list of second-year applicants as well as first-year applicants for this year's fireworks approval.

Section 22-2.8 of the CMC gives the City Council sole discretion to grant or deny a permit to sell safe and sane fireworks. The criteria for making such a decision are listed in CMC sections 22-2.8(a) through 22-2.8(g).

It is the Staff's recommendation that the following organizations be approved for 2024 fireworks stand after they have passed a fire inspection by the Compton Fire Department:

1. Curry Temple C.M.E. Church (2nd year)
2. KDS & Associates (2nd year)
3. Light of the World Church (2nd year)
4. New Holy Trinity Baptist Church (2nd year)
5. Victory Outreach (2nd year)
6. Dominguez Samoan Congregational Christian Church (2nd year)
7. Sports Bring Peace (1st year)
8. St James AME Church Youth Department (1st year)
9. Inner City Child Development & Youth (1st year)
10. Mount Hebron Baptist Church (1st year)

Vernell McDaniel
City Clerk

Chapter 22

FIRE PREVENTION AND PROTECTION

Editor's Note: Prior ordinance history includes portions of Ordinance Nos. 856, 1021, 1155, 1412, 1429, 1444, 1522, 1524, 1534, 1727, 1728, 1880, 1893, 1908, 1914, 1969, 1974, 2033, 2058, 2074, 2138 and 2194.

§ 22-1. FIRE PREVENTION CODE.

§ 22-1.1. Title. [Ord. #2232, § 1]

This section shall be known as the "Fire Prevention Code of the City of Compton" and may be cited as such.

§ 22-1.2. Adoption of the California Fire Code. [Ord. #2232, § 2; amended 10-26-2021 by Ord. No. 2339]

That certain document known as the 2019 California Fire Code, including Appendix Chapter 4, and Appendices B, BB, C, CC, and H, is hereby adopted by reference as the Fire Prevention Code of the City of Compton and shall

- a. Regulate and govern the safeguarding of life and property from fire and explosion hazards arising from the storage, handling, and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises as herein provided; and
- b. Provide for the issuance of permits and collection of fees therefor.

Editor's Note: See Chapter 15, Construction Codes, for provisions regarding conflicting provisions, penalties and civil remedies.

§ 22-1.3. Amendments. [Ord. #2232, § 3; amended 10-26-2021 by Ord. No. 2339]

[Reserved for future amendments]

§ 22-2. FIREWORKS.

§ 22-2.1. Definitions. [Ord. #2232, § 4; 6-2-2020 by Ord. No. 2321]

Whenever used in this section, unless a different meaning clearly appears from the context, the words set out in this section shall have the following meaning:

CODE — Means the Compton Municipal Code.

DANGEROUS FIREWORKS — Means any fireworks specified as such in the State Fireworks Law, currently the California Health and Safety Code Sections 12500 et seq. and such other fireworks as may be determined to be dangerous by the State Fire Marshal. The regulation of "dangerous fireworks" pursuant to this section is not intended to amend, repeal, or replace state law but to provide an alternative remedy for the City to enforce existing laws and regulations.

DISCHARGE — Means the act of lighting, exploding, igniting, setting-off, discharging, projecting, firing or using fireworks.

INFLAMMABLE LIQUID — Means and include any liquid whose flash point is 100° F., or less.

PERSON — Means any individual, person, partnership, firm, corporation, organization, association, entity or any combination thereof.

PUBLIC DISPLAY OF FIREWORKS — Means an entertainment feature where the public or a private group is admitted or permitted to view the display or discharge of dangerous fireworks.

PYROTECHNIC OPERATOR — Means any licensed pyrotechnic operator, who by examination, experience, and training, has demonstrated the required skill and ability in the use and discharge of fireworks as authorized by the

license granted.

SAFE AND SANE FIREWORKS — Means any fireworks not designated as "dangerous fireworks" and includes those fireworks which are defined in Sections 12529 and 12562 of the California Health and Safety Code and have been classified and registered as "safe and sane" by the State Fire Marshal.

STAND — Means any building, booth, counter, or other structure of a temporary nature used in the sale or offering for sale of fireworks pursuant to a permit duly issued.

STATE FIREWORKS LAW — Shall mean Section 12500 et. seq. of the California Health and Safety Code.

§ 22-2.2. Regulation of Fireworks. [Ord. #2232, § 4; 6-2-2020 by Ord. No. 2321]

- a. It shall be unlawful for any person to do any of the following:
 - 1. Manufacture, possess, or sell any dangerous fireworks; or
 - 2. Discharge any dangerous fireworks at any place or time within the City of Compton; or
 - 3. Sell or discharge any safe and sane fireworks, except as provided in this section.
- b. Dates and hours of sale and use.
 - 1. Except in years in which the sale of safe and sane fireworks is suspended pursuant to legislative action by the City Council, safe and sane fireworks may be sold and/or displayed within the City of Compton between the hours of 9:00 a.m. and 10:00 p.m. during the period between June 30th and July 4th of each year.
 - 2. Safe and sane fireworks may be possessed during the period from June 30th to 10:00 p.m. on July 4th of each year.
 - 3. No discharge or use of safe and sane fireworks is permitted in any area of the City of Compton except during the hours between 12:00 p.m. and 10:00 p.m. on July 4th of each year.
 - 4. All sale, display and use of safe and sane fireworks shall be conducted pursuant to the provisions of this section.
- c. Permissible Locations for Discharge.
 - 1. The use of fireworks in the City of Compton shall be limited to private property except as may be otherwise authorized by City Council.
 - 2. Except in those areas otherwise authorized by the City Council, with the advice and approval of the Fire Chief, no fireworks shall be discharged on public, semi-public, or private open areas such as parking lots, vacant properties, or in a public street or right-of-way.
- d. Prohibitions on Discharge.
 - 1. It shall be unlawful for any person to ignite, explode, project, or otherwise discharge or use any fireworks, or permit the ignition, explosion or projection thereof, upon or over onto the property of another without his or her consent.
 - 2. It shall be unlawful for any person to ignite, explode, project, or otherwise discharge or make use of any fireworks within 10 feet of any residence dwelling or other structure used as a place of habitation by human beings.
 - 3. It shall be unlawful for any person having the care, custody or control of a minor (under 18 years old) to permit such minor to discharge, explode, fire or set off any dangerous, illegal fireworks at any time, or to permit such minor to discharge or set off any safe and sane fireworks unless such minor does so under

the direct supervision of a person over 18 years of age and during the hours and on the days permitted by this section.

4. It shall be unlawful in any year in which the City Council, by resolution, has suspended issuance of permits for the sale of safe and sane fireworks, for any person to possess, use or discharge safe and sane fireworks in the City of Compton.

§ 22-2.3. Permits Required. [Ord. #2232, § 4]

Charitable organizations, associations, or corporations (called "applicants" in subsections 22-2.4 through 22-2.10) may sell safe and sane fireworks upon first obtaining a permit from the City of Compton as provided in subsection 22-2.8 of this section.

§ 22-2.4. Random Drawing. [Ord. #2232, § 4]

- a. Organizations will be selected through a random drawing to be conducted by the City Clerk.
- b. The successful applicant shall hold the drawing for two years, providing all additional requirements are met.
- c. Any applicants failing to file all required documentation by April 1 will be disqualified for consideration. No exceptions.
- d. Applicants desiring to obtain a permit for the sale of fireworks in the City of Compton shall make an application for a permit through the City of Compton Clerk's Office not earlier than March 1st, nor later than April 1st, of the year for which a license is sought. A random drawing will be held on the second Tuesday in May at 11:00 a.m. There shall be only one licensed fireworks stand per every 8,000 residents, not to exceed 15. Those applications not meeting those requirements by the last day set forth in this subsection shall not be eligible for the lottery.
- e. Successful applicants in the random drawing shall file for a permit with the Compton Fire Department between the second Wednesday of May and the first Monday of June of the year for which a license is awarded. Upon filing for a permit with the Compton Fire Department, the fee set forth in Appendix A of this code shall be paid at that time.

§ 22-2.5. Application Fees. [Ord. #2232, § 4]

An application fee as set forth in subsection 22-2.6 shall accompany the application. A permit fee as set forth in subsection 22-2.6 shall be paid at the time the permit is obtained. The City Manager shall set uniform fees in amounts which reimburse the City of Compton for its costs of investigation and administration.

§ 22-2.6. Eligibility for Sale of Fireworks. [Ord. #2232, § 4; 6-2-2020 by Ord. No. 2321]

- a. No permit shall be issued to any person except nonprofit organizations, associations, or corporations organized primarily for veteran, patriotic, welfare, civic betterment, or charitable purposes. One permit will be issued to an organization per calendar year.
- b. Applicants shall have their principal and permanent meeting place in the City of Compton, shall have been organized and established in the City of Compton for a minimum of one year continuously proceeding the filing of the application for the permit, and shall have a bona fide membership of at least 35 members.
- c. The applicant organization shall supply the following:
 1. A membership list, including name, address and telephone number of each member. The President or Chief Executive Officer, or at least one of the officers of the applicant shall reside within the City of Compton.

2. The applicant shall provide documentation to substantiate that organization's nonprofit status.
3. A license obtained from the State Fire Marshal under California Health and Safety Code Section 12500 et seq.
4. The name, address and telephone number of the owner of the designated location of the fireworks stand. The applicant shall supply a copy of a recorded deed evidencing its ownership of the designated location, or an executed lease, rental, or license agreement evidencing that the applicant has the legal authority to locate and operate a fireworks stand at the designated location. An applicant may request that the proposed location of its stand be changed if such request is made prior to June 1st and the applicant pays the transfer fee of \$50, provides the ownership or lease documents required in this section, and timely complies with all other inspections and permitting requirements required by law for the new location.
5. Pay a nonrefundable application and permit fee as set forth in Section 22-3 (Appendix A - Fee Schedule)..
6. Upon the approval of such application, the applicant shall complete the following prior to the issuance of a permit:
 - (a) Post a \$200 deposit with the City of Compton to guarantee that all trash and debris shall be cleared from the premises of the temporary fireworks stand by the date so stipulated in paragraph n of subsection 22-2.10;
 - (b) Indemnification Requirement. The applicant shall include an Indemnification and Hold Harmless Agreement in favor of the City of Compton in substantial compliance with this section, which must be executed by every applicant prior to the issuance of any permit under this section. Pursuant to the Indemnification and Hold Harmless Agreement, the permittee shall agree to defend, indemnify, protect and hold the City, and its elected officials, officers, representatives, agents and employees harmless from and against all claims asserted or liability established for damages or injuries to any person or property, including its own employees, agents or officers which arise from, or are connected with, or are caused or claimed to be caused by any firework stand owned by or attributable to the permittee; provided however, that the permittee's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or sole willful misconduct of the City.
 - (c) Insurance Requirements - Stands on Public Property. The applicant shall file with the City Clerk a certificate policy of public liability insurance, naming the City of Compton, its officials, officers and employees as an "additional insured," in an amount of not less than \$500,000 combined single limit for any injury to persons and/or damage to property by reason of construction, use and maintenance of such firework stand on public property. The policy shall provide that the insurance coverage shall not be cancelled or reduced by the insurance carrier without the City having been given 10 days prior written notice thereof by such carrier. The permittee shall provide and keep in force that policy of public liability insurance during such time as it continues to operate any firework stand under the terms of this section. If the insurance is cancelled at any time during the term of the permit, it shall be grounds for revocation of the permit. No firework stand may constructed, used or maintained until permittee provides the City with evidence of the requisite insurance, including proof on the endorsement page(s) that the City is an "additional insured."
 - (d) Successful applicants agree to submit copies of receipts for expenditures by September 1st of the operating year. The permittee shall use the net proceeds derived from its operations under the permit only for the benefit of the City of Compton and no other purpose. Failure to comply will result in a disqualification from operating a firework stand the subsequent calendar year.

§ 22-2.7. Processing of Applications. [Ord. #2232, § 4]

The Fire Chief shall cause to be investigated compliance of applications with the provisions of this code and such rules and regulations as have been promulgated thereof and shall submit to the City Clerk a report of his or her findings and his or her recommendations for or against the issuance of the permit. The City Clerk may make such further investigations, as he/she deems necessary to establish the existence or nonexistence of facts material to the application. The City Clerk shall notify the applicant of the date of the hearing on the application before the City Council.

§ 22-2.8. Granting or Denial of Permits. [Ord. #2232, § 4]

The City Council, after a hearing thereon and in its sole discretion, may grant or deny a permit to sell fireworks. The City Council shall use the following criteria for granting permits:

- a. Whether the applicant in fact complies with the eligibility requirements set forth in section;
- b. The amount of community activity of the applicant;
- c. The length of community service of the applicant;
- d. The manner in which funds have been used by the applicant for prior community services;
- e. The size of the annual budget of the applicant used in community service;
- f. Such other community activities of the applicant as the Council deems relevant; and
- g. Applicants shall be notified by the City Clerk of the acceptance or rejection of such application for a license.

§ 22-2.9. Inspections. [Ord. #2232, § 4]

- a. The applicant, by acceptance of the permit shall agree that fire officials and police officials may make inspections of the fireworks stand at any time.
- b. Prior to the final issuance of a license to sell, the applicant shall have had the proposed fireworks stand inspected by the appropriate representatives of the Compton Fire Department, and shall have received certification by the Compton Fire Department that the proposed fireworks stand complies with the applicable provisions of this code, the State Fireworks Law and all regulations promulgated pursuant thereto.

§ 22-2.10. Sales of Fireworks; Stands. [Ord. #2232, § 4]

- a. No person other than the permit holder shall operate the fireworks stand for which the permit is issued or share or otherwise participate in the profits of the operation of such stand.
- b. No person other than the individuals, who are members of the permitted, or the wives or husbands or adult children of such members, shall sell or otherwise participate in the sale of the fireworks at such stand. No person other than those actually engaged in selling the fireworks shall occupy the interior of the stand.
- c. No person shall be paid any consideration for selling or otherwise participating in the sale of fireworks at such stand.
- d. Nothing contained in subsections 22-2.1 through 22-2.9, and in this subsection shall limit the powers granted to the Compton Fire Department and its employees under this code.
- e. No one less than 18 years of age shall sell or participate in the sale of "safe and sane fireworks."
- f. During hours of operation, the sales booth shall be staffed by no less than two qualified personnel. The licensee shall be responsible for appropriate security and safe keeping of fireworks stored overnight in

temporary fireworks stands.

- g. No fireworks shall be erected within 1/2 mile of any other stand, nor within 100 feet of any gasoline station or commercial garage, nor within 25 feet of any structure. The minimum setback from the street curbing shall be 10 feet.
- h. Fireworks stands shall be constructed entirely out of metal and shall have metal flooring attached. No fireworks stand shall have a floor area in excess of 400 square feet.
- i. All electrical wiring must be enclosed in conduits. The breaker boxes shall be GFI breakers. The manufacturer must have installed all wiring. Absolutely NO electrical wiring will be done at the stand site. All standards shall meet the approval of the Compton Building and Safety Department, prior to the beginning of sales.
- j. No generators will be allowed within 25 feet of the fireworks stand.
- k. "No Smoking" signs must be displayed on and in the fireworks stand.
- l. Firework stand in excess of 24 feet in length must have at least two exits; and each stand in excess of 40 feet in length must have at least three exits spaced equal distance apart; provided, however, that in no case shall the distance between exits exceed 24 feet.
- m. Each stand shall be provided with two, 2 1/2 gallon soda-and-acid or water pressure type fire extinguishers, underwriter approved, IN GOOD WORKING ORDER, and easily accessible for use in case of fire.
- n. No fireworks shall be distributed within the City of Compton to any retail permitted or other person prior to neither June 30th nor later than 10:00 p.m. on July 4th. Stands shall only be open between the hours of 9:00 a.m. to 10:00 p.m. No stand may be erected before June 25 and shall be removed from the temporary location by 2:00 p.m., on the 9th day of July and all unsold stock and accompanying litter shall be cleared from the location by 5:00 p.m. on July 5.

§ 22-2.11. Exceptions. [Ord. #2232, § 4]

The provisions of this section shall not prohibit any person who is a manufacturer, wholesaler, dealer, or jobber, having a permit secured pursuant to the provisions of this section, from storing or selling any kind of fireworks for direct shipment out of the City of Compton or from storing or selling at wholesale any safe and sane fireworks to permittees hereunder; or the use of torpedoes, flares, or fuses by railroad or other transportation agencies for signal purposes or illumination; or the sale or use of blank cartridges for ceremonial purposes, athletic or sport events, or military ceremonies or demonstrations; or the sale of dangerous fireworks to permittees having a permit as provided for in this section for public displays; or the use and display of fireworks of whatever nature by any person engaged in the production of motion pictures, theatricals, or operas when such use and display is a necessary part of such production.

§ 22-2.12. Public Displays. [Ord. #2232, § 4]

Any person planning to make a public display of fireworks shall first make a written application for a permit to the Chief of the Compton Fire Department or his designee at least 10 days in advance of the date of display.

It shall be the duty of the Chief of the Compton Fire Department or his designee to make an investigation and submit a report of his findings and recommendations for or against the issuance of the permit, together with his reasons thereof, to the City Council. The City Council shall have the power, in its discretion, to grant or deny the application.

§ 22-2.13. Applications for Public Displays. [Ord. #2232, § 4]

The applicant for such public display permit shall, at the time of the application, furnish proof that he carries compensation insurance for his employees, as provided by the laws of the State, and that he has filed with the City

Clerk a bond with at least two good and sufficient sureties, to be approved by the City Council, in the sum of not less than \$1,000, conditioned upon the applicant's payment of all damages to persons or property which shall or may result from, or be caused by, such public display or fireworks or any negligence on the part of the applicant, or his agents, servants, employees, or subcontractors in the presentation thereof. If the permit is granted, the sale, possession, and use of fireworks for the public display shall be lawful for that purpose only.

§ 22-2.14. Rules and Regulations. [Ord. #2232, § 4]

The Chief of the Compton Fire Department or his designee shall adopt reasonable rules and regulations for the granting of permits for and the presentation of public displays of fireworks. Every such display shall be handled or supervised by a competent and experienced pyrotechnic operator approved by the Chief of the Compton Fire Department or his designee. All public displays of fireworks shall be of such character and so located, discharged, or fired as not to be hazardous or dangerous to persons or property.

No permit issued or authorized to be issued by the provisions of this section shall be transferable.

§ 22-2.15. Deliveries. [Ord. #2232, § 4]

No person shall transport, convey, or deliver any dangerous fireworks, except for permittees making deliveries to other permittees, or to locations for public displays of fireworks authorized by the provisions of this code, or to distributors outside the City of Compton.

§ 22-2.16. Gasoline Storage. [Ord. #2232, § 4]

No person shall sell or discharge any fireworks in any public garage or public oil station or on any premises where gasoline or other inflammable liquids are stored or dispensed, or where more than four motor vehicles are stored.

§ 22-2.17. Rubbish. [Ord. #2232, § 4]

No person shall allow any rubbish to accumulate on any premises where fireworks are stored or sold.

§ 22-2.18. Violations: Penalties and Seizure. [Ord. #2232, § 4; 6-2-2020 by Ord. No. 2321]

Any person violating any provision of this section or knowingly or intentionally misrepresenting to any officer or employee of the City of Compton any material fact in procuring the license or permit provided for in this Code shall be guilty of a misdemeanor.

In addition thereto, any such misrepresentation or violation shall constitute grounds for the revocation of the permit by the City Council on 24 hours' notice to the permittee, or if any such violation is committed in the presence of the Chief of Police or any law enforcement officer or City employee authorized to enforce this Code, the City Manager shall be empowered, upon receiving a written and signed report thereof from any such officer or employee, to close any such sales booth or stand.

Any person authorized or enjoined to arrest or issue a citation (pursuant to Section 1-7 of this Code) any person for the violation of this section is equally authorized and enjoined to seize any fireworks, including safe and sane fireworks, the possession, display or discharge of which is by this section prohibited, in the possession or under the control of the person so arrested or cited. The seizure of such fireworks shall be maintained by the City pursuant to the regulations adopted by the State Fire Marshal.

§ 22-2.19. Wholesale Permit. [Ord. #2232, § 4]

- a. The City Council may, in its discretion, grant a wholesale permit for the possession and wholesale distribution of safe and sane fireworks within the City of Compton to any person licensed by the State Fire Marshal as a manufacturer, importer, exporter, or wholesaler of safe and sane fireworks. Any such permit shall be upon the terms and conditions provided in this code, and shall contain the provisions set forth in this code.

- b. Such wholesale permit shall, unless revoked by the City Council, be automatically reissued from year to year; provided, however, that the permittee shall annually, on or before March 31st of each year, file an application therefor in the same form as an application for the original permit, and shall pay the application fee required by subsection 22-2.21a.

§ 22-2.20. Application for Wholesale Permit. [Ord. #2232, § 4]

Any application for a wholesale permit to engage in the possession and wholesale distribution of safe and sane fireworks in the City of Compton shall conform to the following requirements:

- a. It shall be in writing, verified and accompanied by a nonrefundable application fee and a refundable fireworks stand removal deposit in amounts set forth in subsection 22-2.21a;
- b. It shall be filed with the City Clerk on or before March 31st of the year in which such permit is to be effective;
- c. It shall be accompanied by a statement that, upon issuance of a permit, the applicant will deliver to the City of Compton a products liability, public liability and property damage insurance policy or bond in the amount of not less than \$1,000,000. Such policy shall be with a corporate insurance company and in such form as shall be approved by the City Attorney, and shall name the City of Compton, its officers and employees as additional insured;
- d. It shall contain such other information as may be required by any City of Compton representative(s);
- e. It shall set forth the name, principal place of business and telephone number of the applicant, its State fireworks license number or numbers, the names and addresses of its principal partners, owners or officers, and the name, residence address and capacity of the person signing the application;
- f. It shall contain a statement that fireworks will not be furnished, sold, distributed or placed in the possession of any person or organization in the City of Compton, or for sale, use or distribution in the City of Compton, unless such person or organization holds a valid and unrevoked permit from the City of Compton to so possess, sell, use or distribute such fireworks.

§ 22-2.21. Fee Imposed Upon Distributors. [Ord. #2232, § 4]

- a. Each fireworks wholesaler or distributor providing safe and sane fireworks to organizations or persons licensed under this code shall pay an annual regulatory fee to the City of Compton in an amount established by resolution of the City Council.
- b. The fee required by this section shall be payable within five days from the date that the City Clerk notifies applicants that their permit has been approved.
- c. No fireworks wholesaler or distributor may supply, offer for sale or sell fireworks, unless and until the fee imposed by this subsection has been paid to the City of Compton and the City of Compton has issued a permit.

§ 22-2.22. Violations: Administrative Fines. [Added 6-2-2020 by Ord. No. 2321]

- a. In order to encourage and obtain compliance with the provisions of this section for the benefit and protection of the entire community, every violation of a provision of this section shall be subject to an administrative fine and/or penalty in accordance with § 1-7 of this Code.
- b. The imposition of fines related to "dangerous fireworks" under this section shall be limited to persons who possess, sell, use and/or display, or the seizure of, 25 pounds or less (gross weight) of such dangerous fireworks.
- c. Fines collected pursuant to this section related to "dangerous fireworks" shall not be subject to Health and Safety Code Section 12706, which section provides that certain fines collected by a court of the state be

deposited with, and disbursed by, the County Treasurer. However, the City shall provide cost reimbursement to the State Fire Marshal pursuant to regulations to be adopted by the State Fire Marshal addressing the State Fire Marshal's cost for the transportation and disposal of "dangerous fireworks" seized by the City, which costs will be part of any administrative fine imposed. Unless and until said regulations have been adopted by the state of California, the City shall hold in trust \$250 or 25% of any fine collected, whichever is greater, to cover the cost reimbursement to the State Fire Marshal for said cost of transportation and disposal of the "dangerous fireworks."

- d. Every person who applies for and receives a "block party permit", or similar license or approval required by the City to close a street or otherwise reserve or use a piece of City property shall comply with all conditions imposed upon the issuance of such permit, license or approval, including but not limited to taking all reasonable efforts necessary to ensure that "dangerous fireworks" are not used at said event. A violation of this condition of such permit, license or approval shall be subject to a separate administrative fine under the provisions of this section. Likewise, any person who fails to obtain any "block party permit", license or other such approval from the City when such person is so required by the Code shall be subject to a separate administrative fine under this section as well as an additional administrative fine if "dangerous fireworks" are used at and during said event.
- e. Because of the serious threat of fire or injury posed by the use of "dangerous fireworks" that can result from persistent or repeated failures to comply with the provisions of this Code and the effect of such conditions or activities on the safety and the use and enjoyment of surrounding properties and to the public health, safety and welfare, this section imposes strict civil liability upon the owners of residential real property for all violations of this Code existing on their residential real property. Each contiguous use, display and/or possession shall constitute a separate violation and shall be subject to a separate administrative fine.

§ 22-2.23. Administrative Fines; Penalties. [Added 6-2-2020 by Ord. No. 2321]

- a. Each person who violates any provision of this Code as it relates to the possession, use, storage, sale and/or display of "dangerous fireworks" shall be subject to the imposition and payment of an administrative fine or fines as provided below:

Number of offense in 1 year period	Amount of Administrative Penalty	Late Charge	Total Amount of Penalty plus Late Charge
First	\$1,000	\$250	\$1,250
Second	\$2,000	\$500	\$2,500
Third	\$3,000	\$1,000	\$4,000

- b. A person who fails to obtain a "block party permit", license or approval from the City when such a person is required by the Code shall be subject to administrative fine or fines under this section as provided below:

Number of offense in 1 year period	Amount of Administrative Penalty	Late Charge	Total Amount of Penalty plus Late Charge
First	\$500	\$125	\$625
Second	\$1,000	\$250	\$1,250
Third	\$1,500	\$500	\$2,000

- c. Any person who does obtain a "block party permit", license or approval from the City as required by this Code where there was a condition imposed upon the issuance of such "block party permit", license or approval requiring the person to make all reasonable efforts necessary to ensure that "dangerous fireworks" are not

used at said event and said person is said to be in violation of the permit by virtue of the fact that there were "dangerous fireworks" used at said event shall be subject to the imposition and payment of an administrative fine or fines as provided below:

Number of offense in 1 year period	Amount of Administrative Penalty	Late Charge	Total Amount of Penalty plus Late Charge
First	\$1,500	\$375	\$1,875
Second	\$3,000	\$750	\$3,750
Third	\$5,000	\$2,000	\$7,000

- d. Each person who uses "safe and sane fireworks" on or at dates, times and/or locations other than those permitted by this ordinance shall be subject to the imposition and payment of an administrative fine or fines as provided below:

Number of offense in 1 year period	Amount of Administrative Penalty	Late Charge	Total Amount of Penalty plus Late Charge
First	\$500	\$150	\$650
Second	\$1,000	\$300	\$1,300
Third	\$1,500	\$600	\$2,100

§ 22-3. APPENDIX "A" FEE SCHEDULE. [Ord. #2232, § 4; Ord. #2295 § 13]

Fire Permits/Plan Checks/Field Inspections/Special Activities Fees. The City Council shall, by ordinance or resolution, from time to time determine and fix the amount to be assessed as annual Fire Permit Fees.

MAY 14, 2024

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

ROLL CALL

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

Council Members Absent – A. Spicer, L. Darden

Other Officials Present: E. Perrodin, V. McDaniel, B. Mims, W. Hopkins

CLOSED SESSION AGENDA ITEMS

PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: City Controller

Pursuant to California Government Code Section 54957

PUBLIC COMMENTS ON CLOSED-SESSION AGENDA ITEMS ONLY

There were no audience comments regarding the closed session agenda item.

City Attorney Eric Perrodin indicated there was a request for closed session Public Employee Performance Evaluation, The City Controller, pursuant to Government Code Section 54957.

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

AYES: Council Members – Duhart, Bowers. Sharif

NOES: Council Members – None

ABSENT: Council Members – Spicer, Darden

On motion by Duhart, seconded by Darden, to reconvene the City Council meeting at 5:43 p.m. by the following vote on roll call:

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

NOES: Council Members – None

ABSENT: Council Members – None

REPORT ON CLOSED SESSION ITEMS AND NON-AGENDA MATTERS

City Attorney Perrodin reported that City Council met, in closed session, regarding Public Employee Performance Evaluation for the City Controller, pursuant to Government Code Section 54957 will be continued until next week.

COMMENDATORY RESOLUTIONS/PRESENTATIONS

1. PRESENTATION: RECOGNIZING AIDE CASTRO - Councilmember Lillie P. Darden
(Presentation Held)
2. PRESENTATION: RECOGNIZING THE COMPTON'S ALUMNI CHAPTER DELTA SIGMA THETA SORORITY INC. 35 YEARS OF PUBLIC SERVICE – Mayor Emma Sharif (Presentation Held)

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Rajinderpal Sinah Boua, Compton resident and business owner talked about getting ticketed for violations in this retail store of upwards of **\$3,000**.

Nausher Singh expressed concern regarding new state law regarding tabaco products and his being fine, upon inspection. Mr. Singh relayed the reasons for citation is confusing regarding the list of products that are banned. Being fined on the first visit, he suggested, is unfair. He felt a need to correct should be used first. In addition, he was informed by The City that the inspectors

are paid from a California grant not The City. Therefore, they must cite. They don't explain why they're citing.

Majesty Goodlow spoke of events from her church, which is Ice Hot, regarding the planning of events in the City of Compton. Ms. Goodlow has resources as in the following: dance team, drumline, food giveaway, resources for housing, jobs for the youth and resources for the incarcerated, cleaning supplies, packing products, braiding hair, supplies for disabled children and adults, leadership classes, computer classes, soundcheck classes and concert events. mentorship in college also committed to that which is needed for school, the community and the disabled. Ms. Goodlow said that she is a product of Compton and went to all Compton schools including Compton College with five AA degrees, six certificates and a nursing license.

Martin Miller expressed his desire to be on the Beautification Commission and the Parks and Recreation Commission to help make The City beautiful. Mr. Miller spoke about the need for Wilmington Boulevard to be fixed. Spoke about a group of investors, that he's affiliated with, who want to bring resources to The City.

Tanya Lewis spoke about the homeless encampment near the intersection of Central and El Segundo near the 7-Eleven and the vendors outside of O'reilly's Auto Parts. Expressed a need for more Code Enforcement people and Public Works to assist in the cleanup. Ms. Lewis expressed a concern that there would be fireworks sales, when she was told there wouldn't be any stands. Ms. Lewis asked if the city would be providing jobs for the summer.

Fidel Marquez expressed concern to the City Manager about the medians being in need of cutting/cleaning. He suggested hiring local gardeners to fulfill this task. He complained about workers cutting grass near Central and leaving the grass on the street. He also expressed a concern about fireworks in The City. Mr. Marques spoke about the need to have backup information for the agenda items/resolutions instead of no documentation.

City Manager Hopkins responded to the fireworks comment by saying he never said there would not be fireworks in April. He does, however, have a plan for enforcement. As the City Manager, he says he does not have authority on whether fireworks are sold in The City. Mr. Hopkins conveyed that in regard to backup information, it is provided when required. He also stated that fuel consumption fluctuates.

Maria Villareal, from the Latino Chamber of Commerce opposed the bringing in of CHRLA to the building that the Latino Chamber of Commerce used to occupy. She said CHRLA was invited by the previous City Councill and are probably needed but disagrees with them occupying that building.

Tarjit Singh, a new business owner, communicated concerns about trying to open his business and being met with obstacles in the form of fines for \$2,250 for flavored cigarettes. He's received three citations and hasn't even opened his business as of the date of this meeting 5/14/24.

Lynn Boone responded about the citations given by the Council were just campaigning. Ms. Boone expressed the desire for the current minutes. Ms. Boone also expressed some procedural concerns with conducting inquiries on the part of City Attorney Perrodin. She also addressed Mr. Mim's report and inappropriate attire for representing the City of Compton. She expressed candidates she believed were more suitable for the City Council of Compton.

Roberto Rodriguez, Mr.Copeland the person in charge of Culinary Arts and Hospitality Program. His purpose was to invite the City Council to their grand opening, May 22, 2024 from 11:00 to 3:00 p.m. His organization is providing technology classes for the community, which provides a free laptop upon completion of the class.

Vanessa Cain spoke about the Council Chamber belonging to the people of Compton and that the residents had a right to say whatever they needed to be heard. Vanessa spoke about the illegality of residents being put out a Council Meeting. She spoke out against the City Attorney as well as the City Clerk for the minutes not being timely.

Todd Boquet and Karen Harris, from the Compton Initiative, celebrating last month's TDI on **April 4th** with over 300 volunteers and The City Council being present. He expressed gratitude for the support.

Karen Harris spoke about a desire to be a part of the solution to help beautify Compton. She invited anyone who would like to come out Saturday, May 18, 2024, 212 Cypress, in the City of Compton, (The Home Depot Parking Lot) to participate in picking up trash to help beautify the City of Compton.

Clinton Stewart had a question to the City Manager and the Mayor about Wilmington Street maintenance.

Kenneth Clark, brother of the late John Clark, expressed concern about John Clark's picture being pulled from the viewing public over the door. He wanted to know who removed the picture. Mr. Clark ran for office in 2020.

Nancy Johnson representing Save Black Boys dot org. That organization would like the use of building 1011 North Willowbrook in the City of Compton for its organization.

Naveline Smith came representing Nancy Johnson and Save Black Boys dot org, and requested a representative to work with them to help facilitate the need.

CONSENT AGENDA

APPROVAL OF MINUTES

3. September 12, 2023

CITY CLERK

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE CITY'S CONFLICT OF INTEREST CODE TO AMEND DESIGNATED POSITIONS AND DISCLOSURE CATEGORIES PURSUANT TO THE POLITICA; REFORM ACT OF 1974 (*Approved Resolution No. 26,040*)

WATER DEPARTMENT

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2023-2024 FISCAL YEAR BUDGET TO TRANSFER FUNDS BETWEEN ACCOUNTS IN THE AMOUNT OF THREE HUNDRED SEVENTY THOUSAND DOLLARS (\$370,000) AND TO AUTHORIZE THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO CAMINO REAL CHEVEROLET FOR THE PROCUREMENT OF FLEET VEHICLES IN THE AMOUNT OF THREE HUNDRED TWO THOUSAND NINE HUNDRED FIFTY-FIVE DOLLARS AND SIXTY-FIVE CENTS (\$302,955.65) (*Approved Resolution No. 26,041*)

On motion by Duhart, seconded by Spicer, Consent items were approved by the following vote on roll call:

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

REGULAR AGENDA

CITY TREASURER'S REPORT

6. POWERPOINT PRESENTATION: FY24 THIRD QUARTER INVESTMENT REPORT (Receive and File) – City Treasurer (Brandon Mims) (*Received and Filed*)

Brandon Mims recalled that a speaker had said the report was long. It's about three to four pages in length. If the resident who made the inquiry had a desire would like to contact his office or him directly, feel free to do so. The office No. is 605-5515; Cell Phone is 310-770-1592.

On motion by Spicer, seconded by Darden, to receive and file the third-quarter investment report by the following vote on roll call:

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

NEW BUSINESS

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE HUMAN RESOURCES DEPARTMENT'S FISCAL YEAR 2023-2024 BUDGET TO ADD ONE LABOR RELATIONS ANALYST AND TWO HUMAN RESOURCES SPECIALIST POSITIONS AND REMOVING ONE VACANT OFFICE ASSISTANT II POSITION.

Mr. Grady stated that he is trying to revamp the Human Resources Department so that it's a Class Act to help the city move forward. They are requesting a position for a labor relations analyst and two human resource specialists. He said the department is about to start negotiations with all four unions. It is, therefore, necessary to have the resources needed within the HR Department. He wants to eliminate the position of Office Assistant II to save the city about \$15,000.

On motion by Duhart, seconded Spicer, **Resolution No. 26, 042 entitled 'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE HUMAN RESOURCES DEPARTMENT'S FISCAL YEAR 2023-2024 BUDGET TO ADD ONE LABOR RELATIONS ANALYST AND TWO HUMAN RESOURCES SPECIALIST POSITIONS AND REMOVING ONE VACANT OFFICE ASSISTANT II POSITION.'** was adopted by the following vote on roll call:

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

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2024-2025 FUNDED BY SB 1 PURSANT TO THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017.

Mr. Strickland spoke about the Road Repair Accountability Act of 2017 that was passed by the legislature and signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide. The total from 2017 to 2024 is \$11,658,200.30. The Potential completion date is September 30, 2025. There's a list of Streets that are on the PowerPoint online.

Mr. Strickland also spoke about the Wilmington Avenue Safe Streets Pedestrian/Bicycle Improvement Project, CIP#18-02, Phase 2. The location will be from Wilmington Avenue to Rosecrans Avenue to the City Limit South. There will be an improved roadway, upgraded sidewalks, curb ramps and added bus shelters, raised median islands and landscaping. This work is to be completed January 31, 2025. In addition to Wilmington, Compton Boulevard and Willowbrook Avenue, to the East City Limits, will undergo a Corridor Improvement Project, CIP#18-03 with installation of raised medians and Class II bicycle lanes. Removal and replacement locations for ADA ramps, curbs & gutters, sidewalks, grind & Overlay; replace all traffic markings, line work, and traffic loops. The anticipated Completion date is September 30, 2026.

Council Member Bowers asked about the start date.

Mr. Strickland informed the Council in two weeks. Hope to go out by June and award by July and get the work started by September.

Mayor Sharif asked about the life expectancy of the street being 10 years the maximum 20. She inquired whether there was a more durable product for longevity.

Mr. Strickland informed there was no more guarantee beyond 20 years. It was needful to go back, after ten years, and do a slurry to preserve, protect and extend.

Mr. Hopkins intimated it was because of the big trucks using the roadway, and we needed to keep them off Compton streets. There's been a lack of signage. Mr. Hopkins said there will be a construction manager that will make sure the work is done efficiently and timely.

Mayor Sharif inquired as to water pooling after a rain that was not draining.

Mr. Strickland said consideration was taken for Compton; Wilmington did not have those issues. He further stated that if there's an issue with drainage, it should be incorporated at the time of design.

Mayor Sharif stated that she was aware that Myrrh Street was redone but later noticed the standing water in front of the resident's home.

Mr. Strickland said the design did not address the storm drains before, but this time they took it back to the design team to increase the budget to include the design of storm drains so that problem would no longer occur.

Mayor Sharif asked that the department should be more mindful of that problem, going forward, because the standing is a potential issue with mosquitos and drainage.

On motion by Duhart, seconded by Spicer, Resolution No. 26,043 entitled 'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING A LIST OF PROJECTS FOR FISCAL YEAT 2024-2025 FUNDED BY SB 1 PURSUANT TO THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017.' was adopted by the following vote on roll call:

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

COUNCIL COMMENTS

Councilmember Duhart offered the following communications/announcements:

- On Friday May 10th Council Member Duhart cohosted a Mother's Day brunch with Councilwoman Darden. She gave thanks to Council Member Darden for her partnership in making the event special. She expressed appreciation to Mayor Sharif, City Clerk, Vernell McDaniel, Steven Bradford and former Mayor of Lynwood Aide Castro for their attendance. She also gave thanks to Senator Bradford for his contributions.
- On Saturday, May 11th, Council Member Duhart attended the Century of Flight 100th birthday Celebration at the Compton Woodley Airport, which was hosted by the Compton Chamber of Commerce. She was also there in celebration of the newly named Tuskegee Aeronautical Museum. She also attended Lucy Clark's Mother's Day Brunch at Tucker Park and gave thanks to Ms. Clark.
- Saturday May 18th Council Member Duhart will be cohosting the fourth annual community resource fair in partnership with Compton Advocates held at Neighborhood Housing Services from 11:00 a.m. to 3:00 p.m. There will be over 60 vendors providing community resources.
- Join us for the dedication ceremony of the new 2024 Fire Service Fleet on May 30th from 1:00 p.m. to 4:00 p.m. at Fire Station 1 located at 201 S. Acacia Avenue. Station 3, located in District 1, will receive two new vehicles, a truck and an engine.
- Every first Friday of the month, Tomlin Dance Academy host line dancing with A. Marie, 2408 S. Wilmington Avenue. The class starts at 6:45 p.m. and cost \$20.

- Saturday, June 15th from 9:00 a.m. to 5:00 p.m. Neighborhood Housing Services is offering free mammograms. To schedule a screening call (909) 622-3166
 - City Manager Hopkins was asked to address the selling of goods at the O'Reilly Automotive Store. Council Member Duhart believed that location was part of the County and therefore would not be within the jurisdiction of The City of Compton.
 - **City Manager Hopkins** indicated in the affirmative that it was within the County's jurisdiction. He also addressed the homeless encampment issue. In order to remove the encampment, it has to be posted. The occupants have to be given notice and if removed, the City is responsible for storage of the items removed for up to six months.
- **Council Member Duhart** gave the number to Holly Mitchell's office (213) 974-2222.
- 1011 North Willowbrook, which is the Art Facility, was mentioned by one of the residents, but Council Member Duhart believes it is not owned by the City.
 - **City Manager Hopkins** stated that it does not show up as being owned by The City but would further investigate.
- Happy 95th Birthday to Cecilia Simmons., Wednesday, May 15th.

Councilmember Spicer offered the following communications/announcements:

- He wanted to thank those who partnered with him on the Mother's Day luncheon. It was a great turnout. Thanks to the Honorable Michelle Chambers, A3 Cuisine for food and the Block Party Band for the entertainment.
- On May 18th, for Bright Lights of Compton cleanup every month from 9:00 a.m. to 11:00 a.m. The meeting location is 212 W. Cypress Street.
- Wednesday, May 22nd will be another game changer's event where the community and law enforcement come together to discuss policing the community.

Councilmember Bowers offered the following communications/announcements:

- Wanted to thank Lucy and Ronald Clark and the West Coast Alliance, Karen Harris and the Sunny Cove Community and the staff of parks and recreation for creating memorable events in the area surrounding Walter Tucker Park. Your work is not unnoticed. He thanked Council for their support as well.
- Third District Scheduled a town hall meeting on Saturday, June 8, from 10:00 to 12:00 at Burrell McDonald Park. Speakers will be in attendance from various departments, businesses and organizations within and outside of The City to address pivotal topics occurring within the City of Compton.
- Council Member Bowers congratulated third district resident Karen Harris for being the recipient of the Nextdoor Kind Foundation Mini Grant. The money will be spent to purchase trash grabbers to host community cleanups throughout the City of Compton.
- Automated External Defibrillators are back in City buildings now.

Councilmember Darden offered the following communications/announcements:

- On May 8th, Council Member Darden attended and participated in the monthly Compton Initiative and Bright Lights of Compton Leadership Meeting.

- There were three college officers that were in the Compton Leadership Meeting that stated that they are patrolling the area where prostitution is occurring and offering them educational opportunities.
- Friday, May 10th was Mother's Day Luncheon with Council Member Duhart. It was a great event and thanks was given to Senator Bradford for providing gift cards for the oldest mother and several others.
- Saturday, May 11th Council Member Darden attended Compton Airport for the opening of the Tuskegee Aeronautical Museum. She also attended the luncheon at Tucker Park on the same day.
- Ribbon cutting with Mayor Sharif at the new Kelly Park Playground apparatus. Parents with their children came out and enjoyed the custom-built playground. Thanks to City Parks and Recreation and landscape maintenance for their partnership for installing the Kaboom equipment sponsored by Delta Airline. Special appreciation to Jersey Mike's Subs, in Compton, Every Table, in Compton, Republic Service, Dawn Harris Benton and her team for their contribution to the event. She thanked USC Cricket Team Members and April McCall, Compton Unified School District and the organization that gave the city \$10,000 for maintenance. Instead of sand there's rubberized covers on the playground
- Residence call Republic Service at (800) 299-4898. The City's Municipal Water Service at (310) 605-5524 for bulky item pickup. 48-hour notice is required.
- Council Member Darden closed in memory of Frank Ephraim, longstanding Poinsettia resident and brother of Maybeline Ephraim. Celebration of life Friday, May 17, 2024, at 12:00 West Angeles Cathedral 3600 S. Crenshaw Boulevard, Los Angeles, California 90016. Cards, condolences, messages can be sent to the family of Frank Ephraim at 205 S. Poinsettia Avenue, Compton, California. In lieu of flowers it is requested that monetary donations be sent to the charitable organization where he served as vice president, Maybeline Ephraim Foundation P.O. Box 39A60 Los Angeles, California or online at maybelinephraimfoundation.org.

Mayor Sharif offered the following communications/announcements:

- Expressed condolences to the family of Mr. Ephraim.
- Lowe's Government Affairs Team asking for assistance spreading the word that they are currently recruiting a manager of Government Affairs of the West Division to join the team. They're looking for someone who's collaborative, proactive and detail-oriented professional with a strong track record in navigating political landscapes and building relationships with diverse internal and external stakeholders. If anyone is interested give her office a call at (310) 605-5662.
- Tuesday, May 7, Mayor Sharif attended the 136th Birthday Celebration of the City of Compton in Council Chambers with all staff. Thanked everyone who made it possible. Thanked the City Clerk for a job well done.
- Thanks to Council Members Duhart and Darden for a job well done with the Mother's Day Luncheon at Dollarhyde.
- She attended Kelly Park Playground grand opening thanks to Kaboom and Delta Airlines.
- On Saturday, May 11th Mayor Sharif attended the Tucker Park Mother's Day Luncheon where mothers and community members came together.
- Citywide dump day, Saturday May 18th.
- Saturday May 25th the Mayor's office will be working with 125 Historical Society reinventing the Compton Drive-in Theater it starts at 2:00 p.m. to 8:00 p.m.

- Shared information about the broadband project and the application that was submitted was accepted and approved. The City of Compton is at the forefront of the funding that is to come.

ADJOURNMENT

On motion by Duhart, seconded by Darden, the meeting was adjourned at 7:45 p.m. by the following vote on roll call:

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

CITY CLERK OF THE CITY OF COMPTON

MAYOR OF THE CITY OF

OCTOBER 17, 2023

The Compton City Council meeting was called to order at 5:37 p.m. by Mayor Emma Sharif in the Council Chambers of City Hall. The Moment of Silence Ceremony and the Pledge of Allegiance was also led by Mayor Emma Sharif.

ROLL CALL

Council Members Present: D. Duhart, A. Spicer, J. Bowers, L. Darden, Mayor E. Sharif
Council Members Absent: None

Other Officials Present: E. Perrodin, V. McDaniel, B. Mims, J. Groomes

COMMENDATORY RESOLUTIONS/PRESENTATIONS

1. PRESENTATION – ST. JULIAN’S BARBERSHOP BOOTCAMP (COUNCILPERSON SPICER) (PRESENTATION MADE)

Councilperson Spicer acknowledged Prince Saint Julian and his students (Sharif Howard, Emmanuel C., Marcel Oden, Adam H., Emilio P., Khalil Williams, Mika Wells, Elijah Wells, and Arlita Miller) with certificates of achievement for their completion of the twelve-week barbershop bootcamp.

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Lynn Boone inquired about the total bid amount and cost of work for Item Number Seven. She acknowledged that she got upset by the remarks made by the City Attorney last week. She expressed a concern for the upcoming election after hearing that the former City Clerk was in the City Clerk’s Office.

Miller Martin encouraged the City Council to work together to make the City of Compton bigger and better than ever. He petitioned the City Manager to fix the City’s streets and signs and requested law enforcement presence on Stockwell and Grandee.

Bishop Guillory, Ombudsman General to Ombudsman International, asked the citizens to focus on the issues when addressing the City Council at the podium.

RayKeisha Taveras, Peace Micheal Taveras Love Organization, articulated her appreciation to the City of Compton for allowing her a space to march in memory of her brother’s passing.

Missy Barbara acknowledged Councilperson Bowers for the informative First District Townhall meeting held last Saturday. She asked the City Manager if the trash collection fees will be used to pay for new water wells. She inquired about the property at 250 North Central Avenue and asked about the incentives for the residents in that area.

Mark Smith articulated his support for local youth programs and cited a need for a fair election. He recognized the Sheriff’s Department for their efforts to control the traffic on Alondra between Central and Avalon. He referenced Item Number Seven and asked the City Manager if those funds will be used to pay for maintenance on the City’s sewer system.

Joyce Kelly expressed a concern for the comments made by the City Attorney last week. She maintained that she did not like the way the City Attorney discussed Isaac Galvan in his absence.

Vanessa Cain petitioned the City Manager to rectify the fee that was added to the residents’ property tax bill. She contended that the charge would be difficult to pay for people living on a fixed income. She asked the City Manager to review the formula used to determine the trash collection fees because it varies from home to home.

Fidel Marquez inquired about the date of the last traffic study conducted due to the traffic on Wilmington and Rosecrans near the fire station on Tajuata. He asked the City Manager to disclose the total amount of the contract for Item Number Seven. He also asked that someone explain to him why the cost of the trash collection fee doubled when it was placed on his property tax bill.

City Clerk McDaniel thanked retired City Clerk Alita Godwin for sharing lunch and cupcakes with staff in recognition of her birthday.

City Manager Groomes stated that he received several complaints from residents concerned about trash collection fees being added to their property tax bill with mistakes. Mr. Groomes reported that his office investigated the issue and concluded that there is no pattern that refers them back to a mistake made by the City. He affirmed that in every case they have seen - they have been able to explain the charges. He encouraged residents with questions and concerns about their property tax bill to contact the City at (310) 605-5500.

Councilperson Bowers stated that he believes the trash collection fee should have been placed on the ballot.

City Manager Groomes clarified that the fee for trash collection is not a tax. He reported that many residents serviced by other water companies are already paying their trash collection fees on their property tax bill - only residents serviced by Compton Water were not.

Councilperson Bowers expressed a concern for residents living on a fixed income being priced out of their homes due to high taxes.

CONSENT AGENDA

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

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

APPROVAL OF MINUTES

2. May 9, 2023 - (Approved)
May 16, 2023 - (Approved)

REGULAR AGENDA

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

3. **APPOINTMENT(S) OF OFFICERS, BOARDS, COMMISSIONS, COMMITTEES AND CITY COUNCIL**

FEDERAL GRANTS ADVISORY BOARD (CMC SECTION 2-14) (COUNCILPERSON BOWERS)

On motion by Bowers, seconded by Darden, to appoint **Irene Taylor** to the Federal Grants Advisory Board by the following vote on roll call:

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

PUBLIC SAFETY COMMISSION (CMC SECTION 2-9) (COUNCILPERSON BOWERS)

On motion by Bowers, seconded by Duhart, to appoint **Randy Taylor** to the Public Safety Commission by the following vote on roll call:

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

**4. REMOVAL OF OFFICERS, BOARDS, COMMISSIONS AND COMMITTEES
AND CITY COUNCIL – RESIGNATION OF COMPTON TAX PAYER
COMMITTEE – MEMBER KAREN COLLINS LEWIS – DISTRICT 1**

On motion by Duhart, seconded by Darden, to receive and file the resignation letter from **Karen Collins Lewis** by the following vote on roll call:

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

NEW BUSINESS

**5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR
AGREEMENT WITH COMMERCIAL PEST SPECIALISTS FOR MONTHLY
PEST CONTROL SERVICES FOR VARIOUS CITY-OWNED FACILITIES
(\$54,000.00)**

On motion by Duhart, seconded by Spicer, **Resolution Number 25,915** entitled “**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR AGREEMENT WITH COMMERCIAL PEST SPECIALISTS FOR MONTHLY PEST CONTROL SERVICES FOR VARIOUS CITY-OWNED FACILITIES (\$54,000.00)**” was adopted by the following vote on roll call:

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

**6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AMENDING THE PUBLIC WORKS 2023-2024 FISCAL YEAR BUDGET TO
ACCEPT AND APPROPRIATE \$174,331 IN FUNDS FROM THE LOS ANGELES
COUNTY METROPOLITAN TRANSPORTATION AUTHORITY NATIONAL
TRANSIT DATA FUNDS AND AUTHORIZING THE CITY MANAGER TO
ENTER INTO A MEMORANDUM OF UNDERSTANDING FOR
SUCCESSFULLY REPORTING TO THE NATIONAL TRANSIT DATABASE FOR
FISCAL YEAR 2020-2021**

Councilperson Spicer asked the City Manager if these funds are being appropriated for a particular project.

City Manager Groomes confirmed that these funds will be accepted into the Public Works Engineering Department budget to be appropriated into the amended budget later this year.

On motion by Duhart, seconded by Darden, **Resolution Number 25,916** entitled “**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS 2023-2024 FISCAL YEAR BUDGET TO ACCEPT AND APPROPRIATE \$174,331 IN FUNDS FROM THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY NATIONAL TRANSIT DATA FUNDS AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING FOR SUCCESSFULLY REPORTING TO THE NATIONAL TRANSIT DATABASE FOR FISCAL YEAR 2020-2021**” was adopted by the following vote on roll call:

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

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS DEPARTMENT 2023-2024 FISCAL YEAR BUDGET AUTHORIZING THE CITY MANAGER TO ENTER INTO CONSTRUCTION CONTRACTS AND ISSUE A PURCHASE ORDER (\$2,494,961.76) WITH THE APPROVED QUALIFIED SEWER CONTRACTORS AND AMEND THE PROFESSIONAL SERVICES AGREEMENT AND ISSUE A PURCHASE ORDER (\$200,000) WITH NV 5 TO PROVIDE ON CALL ENGINEERING SUPPORT AND CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES PURSUANT TO THE PEARL AVENUE AND CHESTER AVENUE EMERGENCY SEWER REPAIR PROJECTS

Councilperson Bowers asked the City Manager to address this resolution.

City Manager Groomes commented that a sewer inspection took place last week, after which staff were advised about damage that could potentially get worse.

Councilperson Bowers questioned why the damage was not discovered during the sewer inspection months ago.

John Strickland, Public Works, conceded that they did not know the extent of damages on Pearl and Chester – and during this inspection they noticed the pipes were missing. He commented that contractor and bid information will be updated after the lowest responsible bidder is selected by staff and approved by City Council.

Councilperson Bowers suggested that staff add street improvements to discussions with developers.

City Manager Groomes noted that this project will be funded by Sewer Bond funds.

On motion by Duhart, seconded by Spicer, **Resolution Number 25,917** entitled “**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS DEPARTMENT 2023-2024 FISCAL YEAR BUDGET AUTHORIZING THE CITY MANAGER TO ENTER INTO CONSTRUCTION CONTRACTS AND ISSUE A PURCHASE ORDER (\$2,494,961.76) WITH THE APPROVED QUALIFIED SEWER CONTRACTORS AND AMEND THE PROFESSIONAL SERVICES AGREEMENT AND ISSUE A PURCHASE ORDER (\$200,000) WITH NV 5 TO PROVIDE ON CALL ENGINEERING SUPPORT AND CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES PURSUANT TO THE PEARL AVENUE AND CHESTER AVENUE EMERGENCY SEWER REPAIR PROJECTS**” was adopted by the following vote on roll call:

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

COUNCIL COMMENTS

Councilmember Darden offered the following communications/announcements:

- Commented on the success of the Girls Empowerment Program held at Dollarhide.
- Invited the seniors to attend the “Urban Western Hoe-Down Dance” scheduled to be held on Thursday, November 16 at Dollarhide starting at 11:00am.
- Invited the community to attend the “Financial Health Workshop” scheduled to be held on Wednesday, October 25 at Dollarhide starting at 6:00pm.
- Invited the seniors to participate in the “Arts & Crafts Workshop” scheduled to be held on Monday, October 23 at Dollarhide starting at 12 noon.
- Announced the “Compton Entertainment Chamber of Commerce Business Mixer” scheduled to be held on Thursday, October 26 at Crystal Crab House starting at 6:00pm.

- Invited the residents to attend the “Fourth District Townhall” meeting scheduled to be held on Saturday, October 28 at Kelly Park.
- Encouraged the residents to reach out to the Water Department with questions regarding their property tax bill.
- Requested the meeting be adjourned in memory of Squire A. Adams and Betty Neil McCreaty.

Councilmember Bowers offered the following communications/announcements:

- Commented on the success of the Third District Townhall meeting held at Burrell McDonald Park.
- Announced the “Compton Sound the Alarm” event scheduled to be held on Saturday, November 4. For more information call (310) 445-9914.
- Invited the residents to apply for the Pacific Asian Consortium Employment (PACE) “Household Water Assistance for Low-Income Families Program.” For more information contact Alicia Thompson at (310) 605-5612.
- Requested translation devices during public events to accommodate Spanish speaking residents.

Councilmember Spicer offered the following communications/announcements:

- Invited the residents to attend “Voter Registration, Gun Violence Awareness Rally & Halloween Skate Jam” scheduled to be held on Saturday, October 21 at Wilson Park starting at 11:00am.
- Announced the “Second District Baby Supplies Giveaway” scheduled to be held on Wednesday, October 25 beginning at 11:00am. The event will offer diapers, toys, clothing, car seats, highchairs and 4D ultrasounds.
- Invited the residents to participate in the Compton Initiative & Bright Lights of Compton “Community Clean-Up” scheduled to be held on Saturday, October 21. Participants will meet at 212 West Cypress Street at 9:00am.

Councilmember Duhart offered the following communications/announcements:

- Announced the launching of the “Key of Knowledge - After School Program” starting today at Gonzales Park. Youth ages 7-14 are welcome on Tuesdays, Wednesdays and Thursdays from 3:00pm to 6:00pm. Snacks will be provided.
- Stated that in support of Breast Cancer Awareness Month, NHS is offering free mammograms to anyone requesting a screening. For more information call (424) 296-3521.
- Invited the residents to attend the “Third Annual Halloween Trunk or Treat Festival” scheduled to be held on Friday, October 27 at Dollarhide starting at 5:00pm.

Mayor Sharif offered the following communications/announcements:

- Commended the Public Works Department for their efforts to manage the City’s street and sewer infrastructure projects.
- Announced the Mayor & City Council “Thanksgiving Turkey Giveaway” scheduled to be held on Sunday, November 19 at the Martin Luther King Jr. Memorial starting at 12:00pm. For more information call (424) 344-0961.

- Invited the residents to apply for a position on the Supreme Court of Los Angeles County Grand Jury. For more information call (424) 344-0961. The deadline to apply is November 9.
- Requested the meeting be adjourned in memory of Kyle Carter.

ADJOURNMENT

On motion by Duhart, seconded by Spicer, the meeting was adjourned in memory of **Squire A. Adams, Betty Neal McCreedy and Kyle Carter** at 7:12 p.m. by the following vote on roll call:

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

NOES: **Council Members – None**

ABSENT: **Council Members – None**

CITY CLERK OF THE CITY OF COMPTON

MAYOR OF THE CITY OF COMPTON

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER
TO DAY WIRELESS SYSTEMS (DWS) FOR THE PURCHASE OF TWO-
WAY PORTABLE RADIOS TO REPLENISH THE COMMUNITY
IMPROVEMENT SERVICES DEPARTMENT’S CURRENT
COMMUNICATION ABILITIES (\$33,879.65)

WHEREAS, the Community Improvement Services Department is comprised of Business License, Code Enforcement, Parking, and Security Officers and over the years, the current radio equipment has become antiquated, damaged and unmaintained; and

WHEREAS, obtaining replacement parts for the current portable radios has become difficult and costly because the radios are no longer manufactured. As a result of this, there are insufficient functional radios to deploy each day creating an officer safety issue; and

WHEREAS, the Community Improvement Services Department requires replacement of the current communications/radio system. This replacement includes fifty (50) Two-way portable radios, remote microphones, multi-unit chargers and a monthly service subscription; and

WHEREAS, three (3) quotes for purchase were obtained with the following results:

<u>VENDOR</u>	<u>AMOUNT</u>
Day Wireless Systems	\$33,879.65
SJM Industrial Radio	\$32,400.97
Buy Two Way Radios	\$41,055.82

WHEREAS, based upon receipt and review of the purchase quotes, it has been determined that Day Wireless System was the most complete and responsible quote resulting in the lowest annual long-term subscription rate; and

WHEREAS, the funds for this expenditure are available in the Code Enforcement Division (“Department’s”) 2023-2024 Fiscal Year Budget in Account No. 1001-670-000-4266.

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

SECTION 1. That the price quote of Day Wireless Systems in the amount of \$33,879.65 is hereby accepted.

SECTION 2. That the City Manager hereby is authorized to issue a purchase order for Day Wireless Systems in an amount not to exceed Thirty-Three Thousand Eight Hundred Seventy-Nine Dollars and Sixty-Five Cents (\$33,879.65) for the purchase to replace our current communication/radio system.

SECTION 3. That funds for this expenditure will be available in the Community Improvement Services Department (“Department’s”) 2023-2024 Fiscal Year budget in Account No. 1001-670-000-4266.

SECTION 4. That a copy of this Resolution shall be forwarded to the offices of the City Manager, City Clerk, City Attorney, City Controller and the Community Improvement Services Department.

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

ADOPTED this _____ day of _____ 2024.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Vernell McDaniel, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2024.

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

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

CITY CLERK OF THE CITY OF COMPTON

June 11, 2024

TO: MAYOR AND CITY COUNCIL MEMBERS

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

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER
TO DAY WIRELESS SYSTEMS (DWS) FOR THE PURCHASE OF TWO-
WAY PORTABLE RADIOS TO REPLENISH THE COMMUNITY
IMPROVEMENT SERVICES DEPARTMENT'S CURRENT
COMMUNICATION ABILITIES (\$33,879.65)**

SUMMARY

Adoption of the attached resolution will authorize the City Manager to establish a purchase order in the amount of Thirty-Three Thousand Eight Hundred Seventy-Nine Dollars and Sixty-Five Cents (\$33,879.65) to Day Wireless Systems for the purchase of forty (50) portable two-way radios to be used by the Community Improvement Services Department ("Department").

BACKGROUND

The Community Improvement Services Department is comprised of Business License, Code Enforcement, Parking, and Security Officers. Over the years, the current radio equipment has become antiquated, damaged and unmaintained. Obtaining replacement parts for the current portable radios has become difficult and costly because the radios are no longer manufactured. As a result of this, there are insufficient functional radios to deploy each day creating an officer safety issue.

STATEMENT OF ISSUE

The Community Improvement Services Department obtained three (3) price quotes to replace the current communications/radio system. This replacement includes fifty (50) Two-way portable radios, remote microphones, multi-unit chargers and a monthly service subscription. The following results were obtained:

<u>VENDOR</u>	<u>AMOUNT</u>
Day Wireless Systems	\$33,879.65
SJM Industrial Radio	\$32,400.97
Buy Two Way Radios	\$41,055.82

After review, staff determined that Day Wireless Systems submitted the most complete and responsible resulting in the lowest annual long-term subscription rate.

FINANCIAL IMPACT

The cost for this purchase is not to exceed Thirty-Three Thousand Eight Hundred Seventy-Nine Dollars and Sixty-Five Cents (\$33,879.65). Funds for this expenditure are available in the 2023-2024 Fiscal Year Budget in Account No. 1001-670-000-4266.

RECOMMENDATION

Staff recommends that Council approve the attached Resolution.

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

APPROVED FOR FORWARDING:

**WILLE A. HOPKINS
CITY MANAGER**



Day Management Corp.
5090-CBP (DMC)
PO Box 22169
Milwaukie OR 97269-2169
United States

Quote #QO52533

Customer ID: 1011140264

Date 03/26/2024
Terms COD ACCT
Expires 04/25/2024
Representative Heather Rose
Direct Phone (509) 426-9730
E-Mail hrose@daywireless.com

Shop Phone
Customer Contact Jose Lozano
Contact Phone (424) 454-3666
Project Name TLK110 and Dispatch Unsubsidized C

Bill To

Jose Lozano
City of Compton
205 S. Willowbrook Ave
Compton CA 90220
United States

Ship To

Jose Lozano
City of Compton
404 North Alameda St
Compton CA 90220
United States

Quantity	Description	Rate	Amount
50	TLK 110, WAVE Two-Way Portable	\$400.00	\$20,000.00
50	WAVE PTX TLK110 Base Subscription (Monthly)	\$28.00	\$1,400.00
9	Multi-Unit Charger TLK110	\$289.00	\$2,601.00
50	SL Series REMOTE SPEAKER MIC1130 mAh	\$131.76	\$6,588.00
1	WAVE PTX Dispatch w/ Collaboration	\$32.00	\$32.00
1	Shipping	\$120.00	\$120.00

Subtotal	\$30,741.00
Tax Total	\$3,138.65
Total	\$33,879.65

LEGAL NAME OF PURCHASER

P.O. NUMBER

AUTHORIZED SIGNATURE

DATE

1212 E. Imperial Avenue, El Segundo CA 90245 TEL: (310) 640-2700 FAX: (310) 640-1095
www.sjmradio.com e-mail: sales@sjmradio.com

RADIO PROPOSAL

Date: 03/28/2024

Quote #: R0070769

TO: JOSE LOZANO CITY OF COMPTON - COMMUNITY IMPROVEMENT SERVICES 404 N. ALAMEDA BLVD COMPTON CA 90220 TEL: 310-605-6218 CELL: FAX: EMAIL: JLozano@comptoncity.org CUST ID: CITY26	SHIP TO: CITY OF COMPTON - COMMUNITY IMPROVEMENT SERVICES ATTN: JOSE LOZANO 404 N. ALAMEDA BLVD COMPTON CA 90220 TEL: 310-605-6218 EMAIL: JLozano@comptoncity.org
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Qty	Model	Description	Unit Price	Total
50	HK2183	TLK 110 MOTOROLA WAVE TWO WAY RADIO	375.00	18750.00
50	PMMN4125B	SL300 / TLK100 SPEAKER MIC	132.00	6600.00
8	PMLN8569	TLK110 6 POCKET MULTI UNIT CHARGER	245.00	1960.00
50	TLK110-SUB	TLK110 RADIO MONTHLY SUBSCRIPTION	35.00	1750.00
		NO CONTRACT, MONTH TO MONTH. (50 USERS @ \$35 PER USER PER MONTH)		
1	TLK110-SUB	TLK110 RADIO MONTHLY SUBSCRIPTION	95.00	95.00
		1 USER @ \$95 PER USER PER MONTH FOR TLK WAVE PTX DISPATCH WITH COLLABORATION.		
1	MIC-USB-79	DESK MICROPHONE	595.00	595.00
		Desk mic for Dispatch		

Terms: NET 30 Purchase Order: PLEASE PROVIDE Est. Delivery: 04/11/2024 Ship Via: SJM Sales Contact: ANTONIO RUVALCABA Proposal Valid For: 07/31/2024	<table> <tr> <td>Equipment:</td><td>\$27,905.00</td></tr> <tr> <td>Labor:</td><td>\$1,845.00</td></tr> <tr> <td>Shipping & Handling:</td><td></td></tr> <tr> <td>Sales Tax:</td><td>\$2,650.97</td></tr> <tr> <td>TOTAL:</td><td>\$32,400.97</td></tr> </table>	Equipment:	\$27,905.00	Labor:	\$1,845.00	Shipping & Handling:		Sales Tax:	\$2,650.97	TOTAL:	\$32,400.97
Equipment:	\$27,905.00										
Labor:	\$1,845.00										
Shipping & Handling:											
Sales Tax:	\$2,650.97										
TOTAL:	\$32,400.97										
Best Equipment. Best Service. Best Deal.											
THIS IS NOT AN INVOICE											
THERE WILL BE A 2.5% TRANSACTION FEE ON ALL CREDIT CARD PAYMENTS OVER \$2,500.00.											

Accepted By: (X) _____

Date: _____



I agree to the terms and conditions set forth in this proposal. A 20% Cancellation Charge will apply to canceled orders. In addition, in accordance with the Telephone Consumer Protection Act, SJM Industrial Radio has permission to send fax communications to my company at the fax number listed above. (**Some restrictions may apply.)



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Shopping Cart

The requested quantity for "Wouxun Speaker Microphone w/ Waterproof Connector for Q and KG-S Series Radios (SMO-008)" is not available.

DISCOUNT CODES



ESTIMATE SHIPPING AND TAX



CART TOTALS

Subtotal **\$40,753.98**

Shipping & Handling (UPS - UPS Ground) **\$301.84**

Grand Total **\$41,055.82**

	Product Name	Unit Price	Qty	Subtotal
	Motorola DTR600/DTR700 Six-Unit Multi-Charger (PMPN4465)	\$304.00	9	\$2,736.00
	Melowave Shadow GMRS Mobile Antenna	\$39.99	1	\$39.99
	Motorola TLK 150 WAVE Nationwide LTE Base Station <i>Options</i> 50 x Radio and WAVE Monthly Service Plan	\$759.00	50	\$37,950.00
	Wouxun Speaker Microphone w/ Waterproof Connector for Q and KG-S Series Radios (SMO-008) <i>* The requested quantity for "Wouxun Speaker Microphone w/ Waterproof Connector for Q and KG-S Series Radios (SMO-008)" is not available.</i>	\$27.99	50	\$27.99

Continue Shopping

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June 12, 2024

TO: HONORABLE MAYOR AND COUNCIL MEMBER

FROM: CITY MANAGER

SUBJECT: REQUEST TO AUTHORIZE TRAVEL FOR ELECTED OFFICIALS

Recommendation: Authorize travel to attend the 2024 Annual Conference and Expo sponsor by League of CA Cities

Location: Long Beach, CA

Meeting Date: October 16, 2024 thru October 18, 2024

Approximate Cost: Registration: **\$700** (per attendee)
Hotel: **\$0** per night (N/A)
Airline Transportation: **\$0** (N/A)
Per Diem: Receipts required (Not to exceed \$75 per day)

Source of Funds: General Fund

Purpose: The purpose of attending the 2024 Annual Conference and Expo is to learn and discuss issues that are impacting our city.

Elected Official	Attending
Mayor Emma Sharif	
Councilmember Deidre M. Duhart	
Councilmember Andre Spicer	
Councilmember Jonathan Bowers	
Councilmember Lillie Darden	

June 11, 2024

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: MUNICIPAL WATER DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE MUNICIPAL WATER DEPARTMENT'S ARPA 2023-2024 FISCAL YEAR BUDGET, AND TO ISSUE A PURCHASE ORDER TO THE CLA-VAL COMPANY (SOLE SOURCE VENDOR) FOR REPAIR AND REPLACEMENT OF CONTROL VALVES AT WATER WELL SITES IN AN AMOUNT NOT TO EXCEED THREE HUNDRED TWENTY-TWO THOUSAND EIGHT HUNDRED THIRTY-NINE DOLLARS AND FORTY CENTS (\$322,839.40).

SUMMARY

Adoption of this resolution will authorize the City Manager to amend the Municipal Water Department's American Rescue Plan Act (ARPA) 2023-2024 Fiscal Year Budget and to issue a purchase order to the Cla-Val Company (Sole Source Vendor), for the repair and replacement of control valves at various well sites in an amount not to exceed Three Hundred Twenty-Two Thousand Eight Hundred Thirty-Nine Dollars and Forty Cents (\$322,839.40).

BACKGROUND

The Compton Municipal Water Department (CMWD) is an Urban Retail Water Supplier providing water services to approximately 80% of the incorporated City limits. The water system consists of approximately 156 miles of water mains, 1,500 fire hydrants, 3,500 valves, 8 water wells, 2 water storage tank locations with 5 storage tanks total and 1 booster pump station.

Automatic control valves are located at all water well sites to obtain efficient water pressure and water flow management resulting in:

- Reduction of water loss through leakages.
- Reduction of the risk of water hammer and pipe bursts.
- Reduction of energy consumption as less water needs to be pumped through the system.

If worn control valves are not properly and timely serviced, water leakage can result in loss to complete shut off.

STATEMENT OF THE ISSUE

The CMWD requested the Cla-Val Company to assess the control valves throughout the CMWD water operations. The following repairs are needed to continue proper water flow:

Quote/Estimate Number	Well Repair and Services	Cost of Service
Y24Q12584	Pipe Train Well 20 Replacement: 8" Control Valve Replacement: 10" Control Valve Shipping to the site	\$38,701.00
Y24Q12586	Pipe Train MWD C4 24 VDC Solenoids, Limit Switch 10" Gate Valves 10" Pipe Spool 10" Megaflange Shipping to site	\$59,892.00
Y24Q12590	Pipe Train MWD C3 24 VDC Solenoids (2) 6" Gate Valves 6" Pipe Spool 6" Megaflange Shipping to site	\$32,318.00
Y24Q12592	Pipe Train MWD C1 24 VDC Solenoids Limit Switch Gate Valves 8" Pipe Spool 8" Megaflange	\$52,009.00
WO-00009455	Rebuild Well 20 Booster 1 Booster 2 Waste Valve	\$28,040.60
WO-00009454	Rebuild Well 19 12" Pump Control 8" Waste Relief Valve	\$15,976.80
WO-00009453	Rebuild Well 18 660-11 Waste Valve	\$33,874.00
WO-00009452	Rebuild Well 17 50-05 Waste Valve System Valve	\$19,114.40
WO-00009451	Installation Well 16 Tubes/Fittings Flange Gaskets/Bolts Travel/Labor	\$18,950.00
WO-00009450	Installation Well 15 Tubes/Fittings Flange Gaskets/Bolts Travel/Labor	\$9,762.00
WO-00009449	Installation Well 11 Tubes/Fittings Flange Gasket/Bolts Travel/Labor`	\$9762.00

WO-00009428	Maintenance Well 13 Washer Retainer Rubber Rebuild Travel/Labor	\$4,439.60
	Total	\$322,839.40

FISCAL IMPACT

The Municipal Water Department has a balanced budget and the recommendations are cost neutral to the ARPA funds and do not have a negative impact on the City's 2023-2024 Fiscal Year Budget.

After the transfer of funds in the amount of Three Hundred Twenty-Two Thousand Eight Hundred Thirty-Nine Dollars and Forty Cents (\$322,839.40) are allocated in American Rescue Plan Act (ARPA) Account 2810-860-009-4236- Maintenance/Repair for this expenditure, a purchase order will be established for Cla-Val Company for the service and repair of control valves at water well sites.

Transfer as follows:

Decrease Budget Account

○ 2810-860-009-4391 Capital Outlay- Other \$322,839.40

Increase Budget Account

○ 2810-860-009-4236 Maintenance/Repair \$322,839.40

RECOMMENDATION

Staff recommends that Council adopt this resolution.

JOSE GARFIAS
INTERIM GENERAL MANAGER
MUNICIPAL WATER DEPARTMENT

APPROVED FOR FORWARDING:

WILLIE A. HOPKINS
CITY MANGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE MUNICIPAL WATER DEPARTMENT’S ARPA 2023-2024 FISCAL YEAR BUDGET, AND TO ISSUE A PURCHASE ORDER TO THE CLA-VAL COMPANY (SOLE SOURCE VENDOR) FOR REPAIR AND REPLACEMENT OF CONTROL VALVES AT WATER WELL SITES IN AN AMOUNT NOT TO EXCEED THREE HUNDRED TWENTY-TWO THOUSAND EIGHT HUNDRED THIRTY-NINE DOLLARS AND FORTY CENTS (\$322,839.40).

WHEREAS, the Compton Municipal Water Department (CMWD) is an Urban Retail Water Supplier providing water services to approximately 80% of the incorporated City limits; and

WHEREAS, the water system consists of approximately 156 miles of water mains, 1,500 fire hydrants, 3,500 valves, 8 water wells, 2 water storage tank locations with 5 storage tanks total and 1 booster pump station; and

WHEREAS, automatic control valves are located at all water well sites to obtain efficient water pressure and water flow management resulting in:

- Reduction of water loss through leakages.
- Reduction of the risk of water hammer and pipe bursts.
- Reduction of energy consumption as less water needs to be pumped through the system; and

WHEREAS, if worn control valves are not properly and timely serviced, water leakage can result in loss to complete shut off; and

WHEREAS, the CMWD requested the Cla-Val Company (Sole Source Vendor) to assess the control valves throughout the CMWD water operations; and

WHEREAS, the repairs and services to Water Wells 11-20 include but are not limited to: pipe train replacement, rebuilds, gate valves, solenoids, switches, waste valves, gaskets and bolts, travel, labor and shipping costs; and

WHEREAS, after the transfer of funds in the amount of Three Hundred Twenty-Two Thousand Eight Hundred Thirty-Nine Dollars and Forty Cents (\$322,839.40) are allocated in American Rescue Plan Act (ARPA) Account 2810-860-009-4236- Maintenance/Repair for this expenditure, a purchase order will be established for Cla-Val Company for the service and repair of control valves at water well sites.

Transfer as follows:

Decrease Budget Account		
○ 2810-860-009-4391	Capital Outlay- Other	\$322,839.40
Increase Budget Account		
○ 2810-860-009-4236	Maintenance/Repair	\$322,839.40

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 amend the City of Compton’s Municipal Water Department’s ARPA 2023-2024 Fiscal Year Budget as follows:

Decrease appropriations in Budget Account		
○ 2810-860-000-4391	Capital Outlay- Other	\$322,839.40
Increase appropriations in Budget Account		
○ 2810-860-009-4236	Maintenance/Repair	\$322,839.40

RESOLUTION NO. _____
Page 2

Section 2. That the City Manager is authorized to issue a purchase order to the Cla-Val Company for the repair and replacement of control valves at various well sites from Account No. 2810-860-009-4236..

Section 3. That funds in the amount of Three Hundred Twenty-Two Thousand Eight Hundred Thirty-Nine Dollars and Forty Cents (\$322,839.40) are allocated in Account 2810-860-009-4236.

Section 4. That copies of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney and the Municipal Water Department.

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

ADOPTED this _____ day of _____, 2024.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Vernell McDaniel, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2024.

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

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

CITY CLERK OF THE CITY OF COMPTON



The purpose of this letter is to confirm that Cla-Val is your only authorized factory service provider. We do not recommend or authorize any other service organization to perform repairs on our valves unless their technicians are Blue Seal Certified™ through Cla-Val.

Cla-Val Field Service Technicians have an average of over 12 years' experience and our fleet of service vehicles are equipped with replacement parts and service kits to ensure that on-site maintenance and repair services are executed in a timely manner.

Our Field Service Technicians are highly trained professionals that have a thorough, in-depth knowledge of each valve and products Cla-Val manufactures. Our fully trained service personnel are the only technician's factory authorized to perform repairs, start-up service, or maintenance on these valves certified through our Blue Seal Certification™ program. This is an intensive training program designed for experienced service personnel that will ensure that standards and expertise are demonstrated and practiced. Valves serviced by a Blue Seal Certified™ Technician will also bring an added warranty of three years to the valve on the work performed.

Cla-Val is backed with over 85 years of engineering excellence and experience and as an ISO 9001 certified company, we maintain the highest standard quality assurance. Our valves are designed to be reliable, durable, and easy to operate. However, like any mechanical equipment, they will require periodic maintenance. Cla-Val has provided field service to our customers for over 30 years and is your only factory authorized maintenance provider.

All our technicians will also utilize our valve asset management program, Link2Valves, ensuring that all records and valve details are updated during the service visit, and can show personnel on the use and functions of Link2Valves while on-site.

Regards,

A handwritten signature in black ink, appearing to read 'Lance Phillips'.

Lance Phillips

Service Sales Manager
925-519-2154
lphillips@cla-val.com
1275 Venture Ln.
Turlock, CA 95380





1701 Pacentia Ave
Costa Mesa, CA 92627
Ph: 949-722-4800
www.cia-val.com

Quotation

Please Reference Quote Number on PO

Quote For

City of Compton

Prepared By

Lance Phillips
Service Sales Manager
lphillips@cia-val.com
925-519-2154

Reference

041524 Compton Well 20 Pipe Train

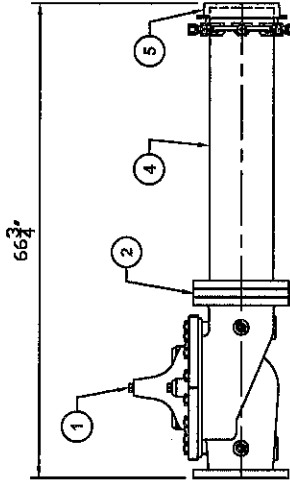
Quote Number Y24Q12584

Quote Date (mm/dd/yyyy) 04/15/2024
Lead Time (ex factory) 4-6 weeks

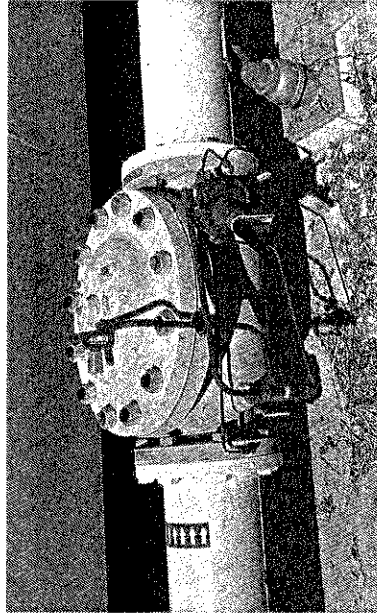
FOB Factory
Freight Full Freight Allowed
Currency USD\$

LN	Qty	Size	Model	Suffix Opt.	Description	KX Options (if applicable)	Unit Price	Ext. Price	N/L
0001	1.00	8"	Pipe Train		8" 40-01BCSVYKC Flow Control Valve E999998DSBSB150AG 8" Ductile Iron Pipe Spool 8" Mega Flange		\$16,302.00	\$16,302.00	Net
0002	1.00	10"	Pipe Train		10" 40-01BCSVYKC Flow Control Valve E9999910DSBSB150AG 10" Ductile Iron Pipe Spool 10" Mega Flange		\$21,399.00	\$21,399.00	Net
0003	1.00		Shipping		Shipping to the site, offloading done by others.		\$1,000.00	\$1,000.00	Net
Grand Total								\$38,701.00	

BILL OF MATERIALS		
ITEM	QTY	DESCRIPTION
1	1	8" CLA-VAL MODEL 40-01 FLOW CONTROL VALVE
2	1	8" ORIFICE PLATE
3	0	N/A
4	1	8" DUCTILE IRON FLG X PE PIPE SPOOL
5	1	8" EBAA MEGAFRANGE



SECTION VIEW

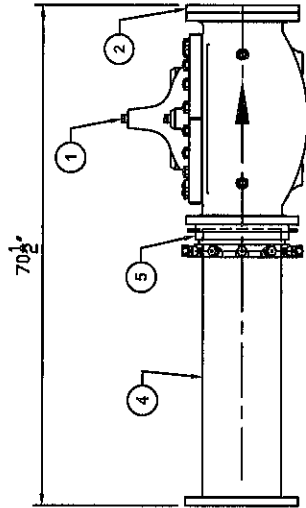
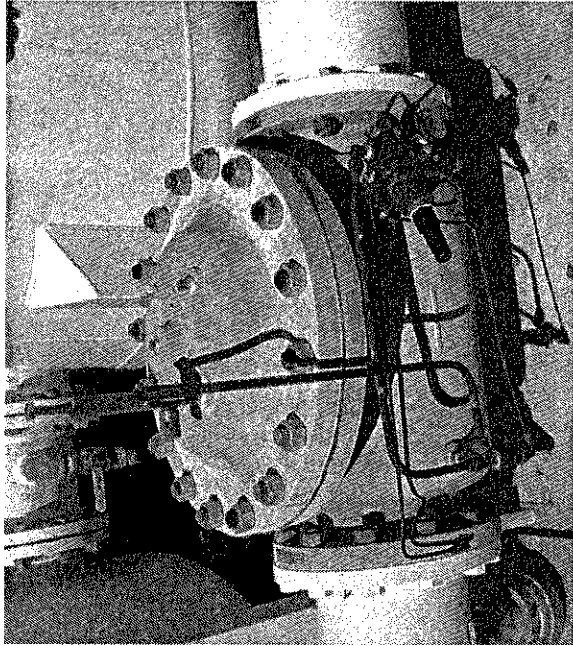


ESI FAB SYSTEMS
 15410 S MAHAFFIE ST
 OLATHE, KS 66062
 PH: 816-468-9119 - www.esiwater.com

EPS07806 - REV: 0

PROJECT: 8" WELL 20

BILL OF MATERIALS		
ITEM	QTY	DESCRIPTION
1	1	10" CLA-VAL MODEL 40-01 FLOW CONTROL VALVE
2	1	10" ORIFICE PLATE
3		N/A
4	1	10" DUCTILE IRON FLG X PE PIPE SPOOL
5	1	10" EBAA MEGAFRANGE



SECTION VIEW

ESI

FAB SYSTEMS

15410 S MAHAFFIE ST
OLATHE, KS 66062
PH: 816-468-9119 - www.esiwater.com

EPS07807 - REV: 0

PROJECT: 10" WELL 20



1701 Placentia Ave
Costa Mesa, CA 92627
Ph: 949-722-4800
www.cla-val.com

Quotation

Please Reference Quote Number on PO

Quote For

City of Compton

Prepared By

Lance Phillips
Service Sales Manager
lphillips@cla-val.com
925-519-2154

Reference

041524 Compton MWD C4 Pipe Train

Quote Number Y24Q12586

Quote Date (mm/dd/yyyy) 04/15/2024

Lead Time (ex factory) 4-6 weeks

FOB Factory

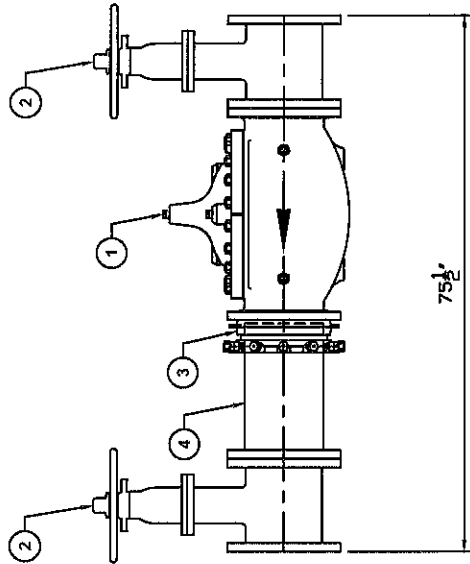
Freight Full Freight Allowed

Currency USD\$

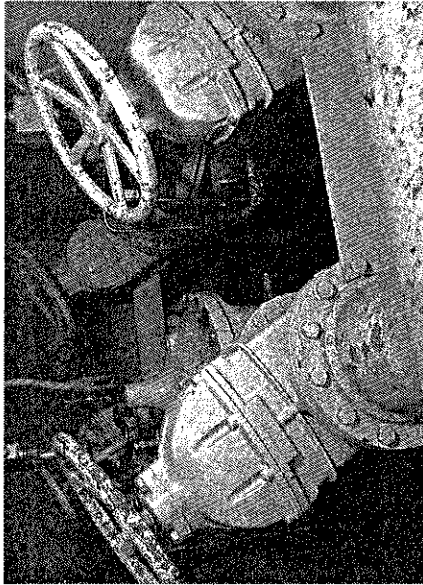
LN	Qty	Size	Model	Suffix Opt	Description	KX Options (if applicable)	Unit Price	Ext. Price	N/L
0001	2.00	10"	Pipe Train		10" 131-DV BCSYKXCX 24VDC Solenoids, X105LCW Limit Switch E9999910DSSSB150AG (2) 10" Gate Valves 10" Pipe Spool 10" Megaflange	Full SS Pilot	\$28,946.00	\$57,892.00	Net
0002	1.00		Shipping		Shipping to the site, offloading done by others.		\$2,000.00	\$2,000.00	Net

Grand Total \$59,892.00

BILL OF MATERIALS		
ITEM	QTY	DESCRIPTION
1	1	10" CLA-VAL MODEL 131 ELECTRONIC CONTROL VALVE
2	2	10" NRS GATE VALVE (OPEN LEFT)
3	1	10" DUCTILE IRON FLG X PE PIPE SPOOL
4	1	10" EBAA MEGAFLANGE



SECTION VIEW



ESI

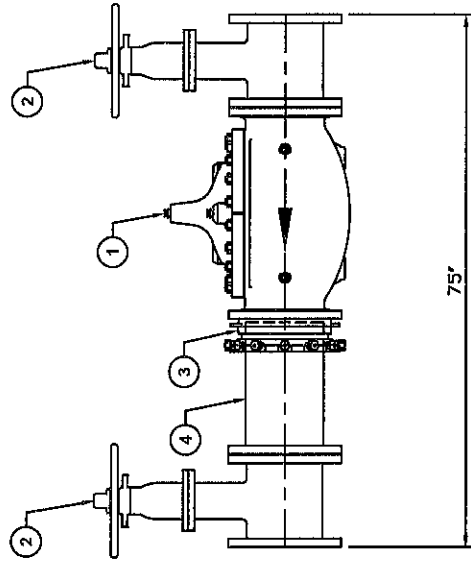
FAB SYSTEMS

15410 S MAHAFFIE ST
OLATHE, KS 66062
PH: 816-488-9119 - www.esiwater.com

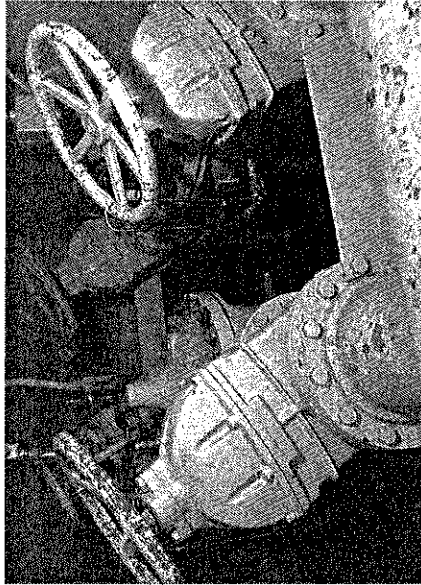
EPS07809 - REV: 0

PROJECT: COMPTON MWD C4

BILL OF MATERIALS		
ITEM	QTY	DESCRIPTION
1	1	10" CLA-VAL MODEL 131 ELECTRONIC CONTROL VALVE
2	2	10" NRS GATE VALVE (OPEN LEFT)
3	1	10" DUCTILE IRON FLG X PE PIPE SPOOL
4	1	10" EBAA MEGAFLANGE



SECTION VIEW



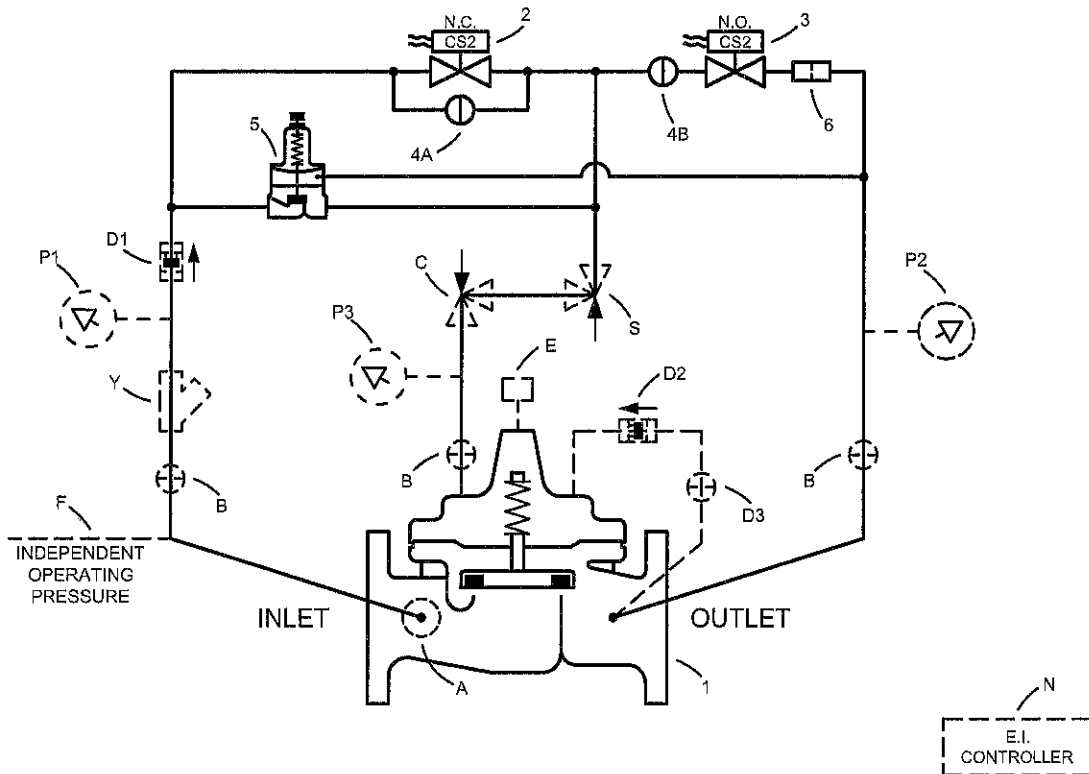
ESI FAB SYSTEMS
 15410 S MAHAFFIE ST
 OLATHE, KS 66062
 PH: 816-468-9119 - www.esiwater.com

EPS07808 - REV: 0
 PROJECT: COMPTON MWD C4



Model 131-DV

Electronic Interface Control Valve with Pressure Reducing Hydraulically Operated on Power Failure



CS2 CONFIGURATION

Standard Configuration for 6" & smaller 100-01 & 8" & smaller 100-20

NO.	BASIC COMPONENTS	QTY
1	HYTROL MAIN VALVE	1
2	SOLENOID CONTROL (NORMALLY CLOSED)	1
3	SOLENOID CONTROL (NORMALLY OPEN)	1
4	ISOLATION VALVE (SOLENOID BYPASS)	2
5	PRESSURE RELIEF CONTROL	1
6	RESTRICTION ASSEMBLY	1

NO.	OPTIONAL FEATURES	QTY
A	FLOW CLEAN STRAINER	1
B	ISOLATION VALVE	3
C	FLOW CONTROL (CLOSING)	1
D	CHECK VALVES WITH COCK	1
E	VALVE POSITION TRANSMITTER	1
F	INDEPENDENT OPERATING PRESSURE	
N	ELECTRONIC CONTROLLER (SINGLE)	1
P	PRESSURE GAUGE ASSEMBLY	3
S	FLOW CONTROL (OPENING)	1
Y	"Y" STRAINER	1
KC	EPOXY COATING	1



1701 Pacantia Ave
Costa Mesa, CA 92627
Ph: 949-722-4800
www.cla-val.com

Quotation

Please Reference Quote Number on PO

Quote For

City of Compton

Prepared By

Lance Phillips
Service Sales Manager
lphillips@cla-val.com
925-519-2154

Reference

041524 City of Compton MWD C3 Pipe Train

Quote Number Y24Q12590

Quote Date (mm/dd/yyyy) 04/15/2024

Lead Time (ex factory) 4-6 weeks

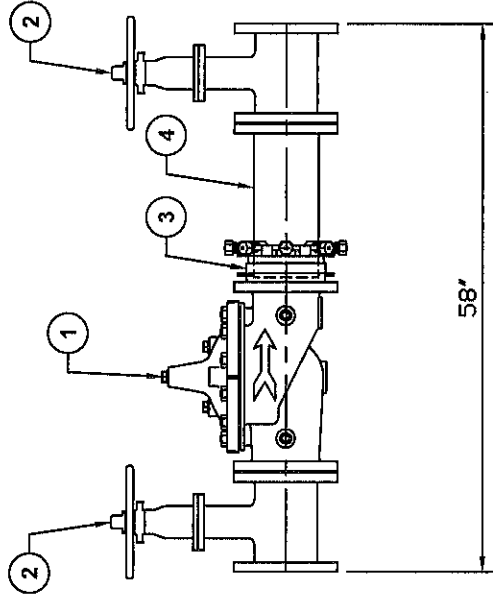
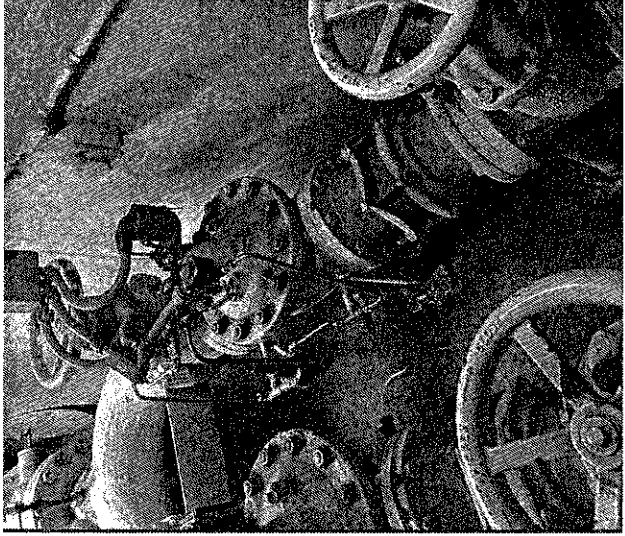
FOB Factory

Freight Full Freight Allowed

Currency USD\$

LN	Qty	Size	Model	Suffix Opt	Description	KX Options (if applicable)	Unit Price	Ext. Price	N/L
0001	2.00	6"	Pipe Train		6" 131-DV BCSYKCX 24VDC Solenoids, X105LCW Limit Switch E9999910DSSSB150AG (2) 6" Gate Valves 6" Pipe Spool 6" Megaflange	Full SS Pilot System	\$15,784.00	\$31,568.00	Net
0002	1.00		Shipping		Shipping to the site, offloading done by others.		\$750.00	\$750.00	Net
Grand Total								\$32,318.00	

BILL OF MATERIALS	
ITEM	QTY DESCRIPTION
1	1 6" CLA-VAL MODEL 131 ELECTRONIC CONTROL VALVE
2	2 6" NRS GATE VALVE (OPEN LEFT)
3	1 6" EBAA MEGAFANGE
4	1 6" DUCTILE IRON FLG X PE PIPE SPOOL



PLAN VIEW

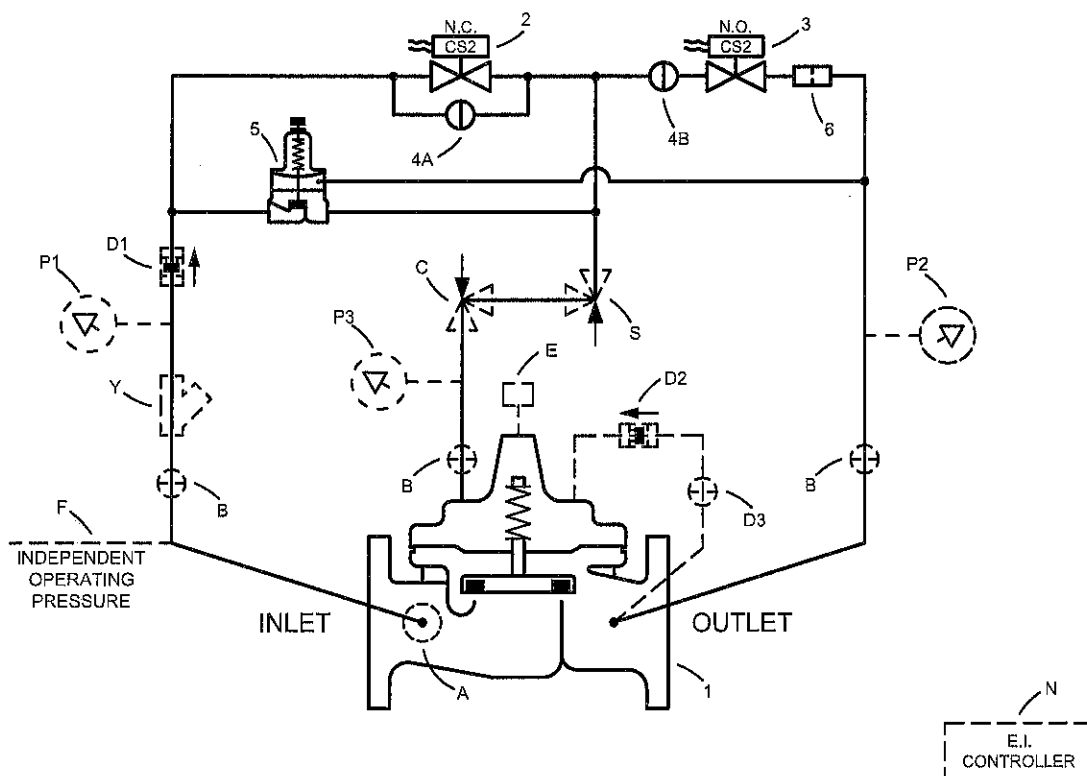
ESI FAB SYSTEMS
 15410 S MAHAFFIE ST
 OLATHE, KS 66062
 PH: 816-468-9119 - www.esiwater.com

EPS07811 - REV: 0
 PROJECT: COMPTON MWD C3



Model 131-DV

Electronic Interface Control Valve with Pressure Reducing Hydraulically Operated on Power Failure



CS2 CONFIGURATION

Standard Configuration for 6" & smaller 100-01 & 8" & smaller 100-20

NO.	BASIC COMPONENTS	QTY
1	HYTROL MAIN VALVE	1
2	SOLENOID CONTROL (NORMALLY CLOSED)	1
3	SOLENOID CONTROL (NORMALLY OPEN)	1
4	ISOLATION VALVE (SOLENOID BYPASS)	2
5	PRESSURE RELIEF CONTROL	1
6	RESTRICTION ASSEMBLY	1

NO.	OPTIONAL FEATURES	QTY
A	FLOW CLEAN STRAINER	1
B	ISOLATION VALVE	3
C	FLOW CONTROL (CLOSING)	1
D	CHECK VALVES WITH COCK	1
E	VALVE POSITION TRANSMITTER	1
F	INDEPENDENT OPERATING PRESSURE	
N	ELECTRONIC CONTROLLER (SINGLE)	1
P	PRESSURE GAUGE ASSEMBLY	3
S	FLOW CONTROL (OPENING)	1
Y	"Y" STRAINER	1
KC	EPOXY COATING	1



1701 Piacentia Ave
Costa Mesa, CA 92627
Ph: 949-722-4800
www.cla-val.com

Quotation

Please Reference Quote Number on PO

Quote For

City of Compton

Prepared By

Lance Phillips
Service Sales Manager
lphillips@cla-val.com
925-519-2154

Reference

041524 City of Compton C1 Pipe Train

Quote Number Y24Q12592

Quote Date (mm/dd/yyyy) 04/15/2024

Lead Time (ex factory) 4-6 w eeks

FOB Factory

Freight Full Freight Allowed

Currency USD\$

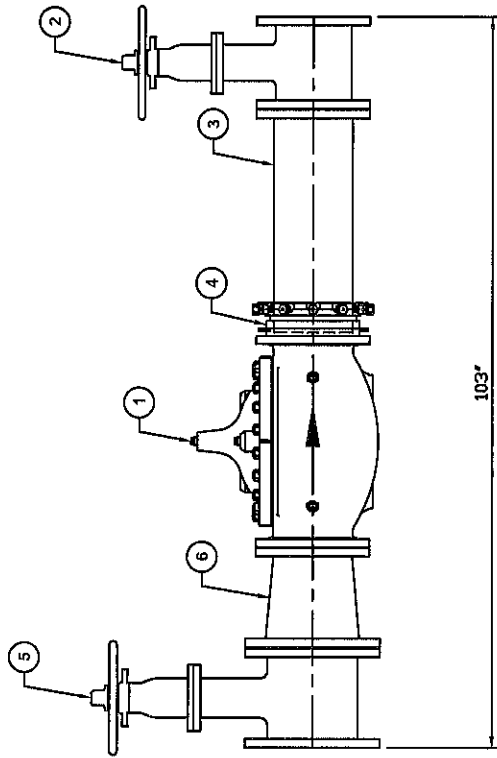
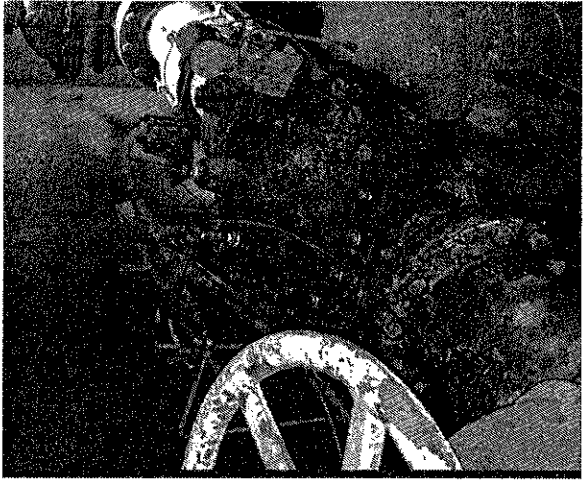
LN	Qty	Size	Model	Suffix Opt	Description	KX Options (if applicable)	Unit Price	Ext. Price	N/L
0001	1.00	8"	Pipe Train		8" 131-DV BCSYKCX 24VDC Solenoids, X105LCW Limit Switch E9999910DSSSB150AG (2) 8" Gate Valves 8" Pipe Spool 8" Megaflange Reuse the existing DPT & X144D		\$19,113.00	\$19,113.00	Net
0002	1.00	10"	Pipe Train		10" 131-DV BCSYKCX 24VDC Solenoids, X105LCW Limit Switch E9999910DSSSB150AG (2) 10" Gate Valves 10" Pipe Spool 10" Megaflange Reuse the existing DPT & X144D		\$30,896.00	\$30,896.00	Net
0003	1.00		Shipping				\$2,000.00	\$2,000.00	Net
Grand Total								\$52,009.00	

Quote is valid for 30 days from date of issue. Item lead times are subject to prior sale. Taxes are extra.
Any deviations from the specifications provided upon time of quote may result in pricing or lead time change. Please confirm all specifications, P&ID requirements, and addendums before ordering.

Printed on 04/15/24

1 of 1

BILL OF MATERIALS		
ITEM	QTY	DESCRIPTION
1	1	10" CLA-VAL MODEL 133 METERING CONTROL VALVE
2	1	10" NRS GATE VALVE (OPEN LEFT)
3	1	10" DUCTILE IRON FLG X PE PIPE SPOOL
4	1	10" EBAA MEGAFLANGE
5	1	12" NRS GATE VALVE (OPEN LEFT)
6	1	12" X 10" DUCTILE IRON FLANGED CONCENTRIC REDUCER



SECTION VIEW

ESI

FAB SYSTEMS

15410 S MAHAFFIE ST

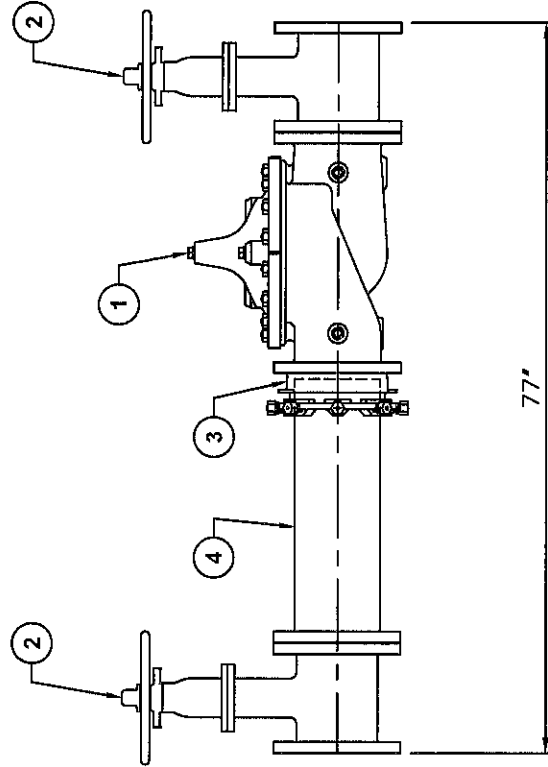
OLATHE, KS 66062

PH: 816-488-9119 - www.esiwater.com

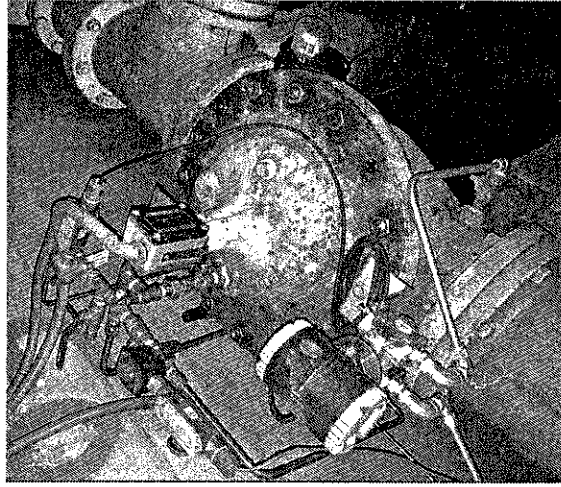
EPS07812 - REV: 0

PROJECT: COMPTON MWD C1

BILL OF MATERIALS		
ITEM	QTY	DESCRIPTION
1	1	8" CLA-VAL MODEL 133 METERING CONTROL VALVE
2	2	8" NRS GATE VALVE (OPEN LEFT)
3	1	8" EBAA MEGAFLANGE
4	1	8" DUCTILE IRON FLG X PE PIPE SPOOL



SECTION VIEW



ESI FAB SYSTEMS
 15410 S MAHAFFIE ST
 OLATHE, KS 66062
 PH: 816-468-9119 - www.esiwater.com

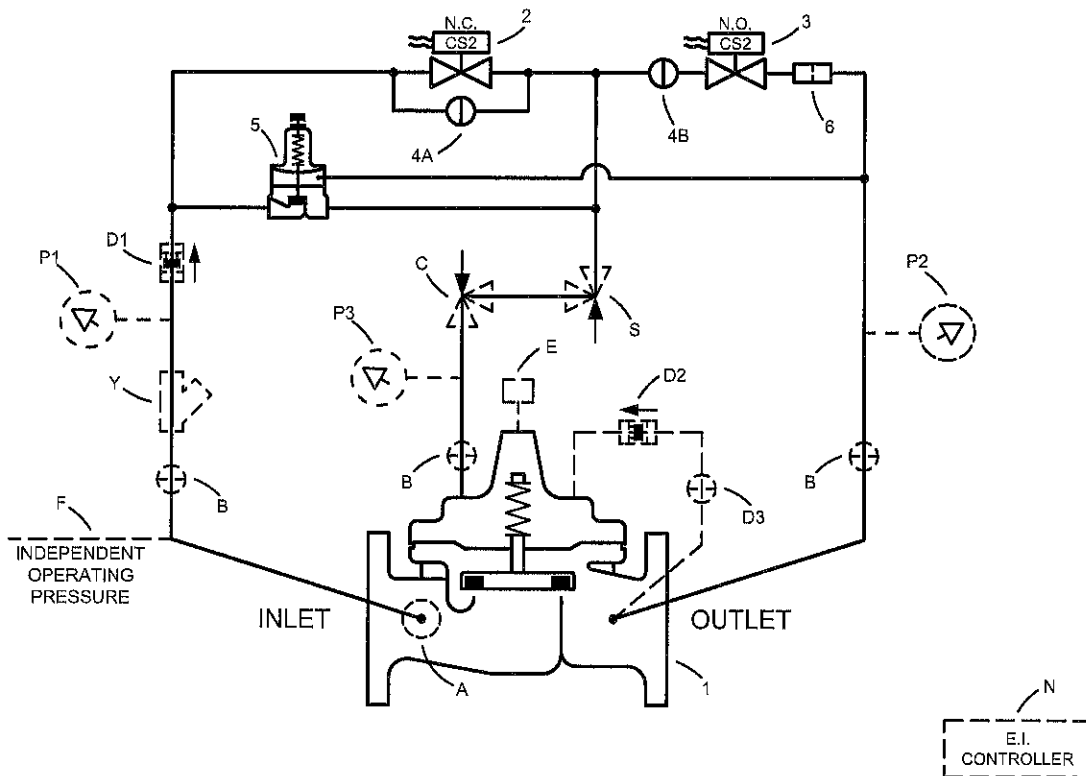
EPS07810 - REV: 0

PROJECT: COMPTON MWD C1



Model 131-DV

Electronic Interface Control Valve with Pressure Reducing Hydraulically Operated on Power Failure



CS2 CONFIGURATION

Standard Configuration for 6" & smaller 100-01 & 8" & smaller 100-20

NO.	BASIC COMPONENTS	QTY
1	HYTROL MAIN VALVE	1
2	SOLENOID CONTROL (NORMALLY CLOSED)	1
3	SOLENOID CONTROL (NORMALLY OPEN)	1
4	ISOLATION VALVE (SOLENOID BYPASS)	2
5	PRESSURE RELIEF CONTROL	1
6	RESTRICTION ASSEMBLY	1

NO.	OPTIONAL FEATURES	QTY
A	FLOW CLEAN STRAINER	1
B	ISOLATION VALVE	3
C	FLOW CONTROL (CLOSING)	1
D	CHECK VALVES WITH COCK	1
E	VALVE POSITION TRANSMITTER	1
F	INDEPENDENT OPERATING PRESSURE	
N	ELECTRONIC CONTROLLER (SINGLE)	1
P	PRESSURE GAUGE ASSEMBLY	3
S	FLOW CONTROL (OPENING)	1
Y	"Y" STRAINER	1
KC	EPOXY COATING	1



Cla-Val Co
 24100 Water Street Perris, CA 92570
 ServiceSCal@cla-val.com | 855-512-6965
 Salesperson: Lance Phillips
 lphillips@cla-val.com | 925-519-2154
<https://cla-val.com>

Estimate

Parent Account: 1459-0 CITY OF COMPTON 600 N Alameda St Compton, CA 90221-2605 United States	Service Account: City of Compton Well 20 1300 W El Segundo Blvd Compton, CA 90222	Reported By: Jose Garfias Phone: 310-605-6246 Mobile: 323-614-5106 Email: jgarfias@comptoncity.org
Estimate #: WO-00009455	Estimate Type: Rebuild	20% Off List Price

DETAILS

Booster 1

Model		60	Size	6"	
Quantity	Product			Unit Price	Total Amount
12.00	6" & 8" Cover NUT,HX 3/4 -10 ASH 303			\$8.00	\$96.00
1.00	6" BODY PU 100PAKC DEC			\$3,153.60	\$3,153.60
1.00	6" Kit, 60/61 Rubber Rebuild			\$412.80	\$412.80
1.00	6" PA Bearing 100P 303			\$746.40	\$746.40
1.00	6" Retainer Ring EX 2.012 SST			\$32.80	\$32.80
2.00	CDC-1 TESP			\$129.60	\$259.20
2.00	CK2 3/8" BALL VALVE STAINLESS STEEL 316 S			\$36.00	\$72.00
1.00	CSM11-A2-2 PILOT 120/60 1/4 AS			\$1,861.60	\$1,861.60
2.00	CV Speed Control 3/8" Stainless Steel			\$428.00	\$856.00
1.00	STAINLESS STEEL TUBING AND FITTINGS			\$420.00	\$420.00
2.00	X43 STRAINER 3/8 STAINLESS STEEL TT			\$108.00	\$216.00
3.00	Ω Labor, Prevailing Wage 2 People			\$355.00	\$1,065.00
					\$9,191.40

Booster 2

Model		60		Size		6"	
Quantity	Product				Unit Price	Total Amount	
12.00	6" & 8" Cover NUT,HX 3/4 -10 ASH		303		\$8.00	\$96.00	
1.00	6" BODY PU 100PAKC DEC				\$3,153.60	\$3,153.60	
1.00	6" Kit, 60/61 Rubber Rebuild				\$412.80	\$412.80	
1.00	6" PA Bearing 100P 303				\$746.40	\$746.40	
1.00	6" Retainer Ring EX 2.012		SST		\$32.80	\$32.80	
2.00	CDC-1	TESP			\$129.60	\$259.20	
2.00	CK2 3/8" BALL VALVE STAINLESS STEEL 316			S	\$36.00	\$72.00	
1.00	CSM11-A2-2 PILOT		120/60 1/4	AS	\$1,861.60	\$1,861.60	

Quantity	Product	Unit Price	Total Amount
2.00	CV Speed Control 3/8" Stainless Steel	\$428.00	\$856.00
3.00	Labor, Prevailing Wage 2 People	\$355.00	\$1,065.00
1.00	STAINLESS STEEL TUBING AND FITTINGS	\$420.00	\$420.00
2.00	X43 STRAINER 3/8 STAINLESS STEEL TT	\$108.00	\$216.00
			\$9,191.40

Waste valve

Model	661	Size	4"
Quantity	Product	Unit Price	Total Amount
1.00	3" Bearing Retainer 100P 303	\$32.80	\$32.80
1.00	3" BODY PU 100PKC DEC	\$1,618.40	\$1,618.40
1.00	3" Disc Guide 100PM Stainless Steel 303	\$491.20	\$491.20
1.00	3" Disc Retainer 100PC Epoxy Coated IEC	\$609.60	\$609.60
1.00	3" Kit, 60/61 Rubber Rebuild	\$279.20	\$279.20
1.00	3" PA Bearing 100P 303	\$634.40	\$634.40
1.00	3" SEAT 100P Stainless Steel 316	\$700.00	\$700.00
1.00	3" SEAT O-RING -152 NBR	\$2.40	\$2.40
2.00	CDC-1 TESP	\$129.60	\$259.20
2.00	CK2 3/8" BALL VALVE STAINLESS STEEL 316 S	\$36.00	\$72.00
1.00	CSM11-A2-2 PILOT 120/60 1/4 AS	\$1,861.60	\$1,861.60
2.00	CV Speed Control 3/8" Stainless Steel	\$428.00	\$856.00
1.00	STAINLESS STEEL TUBING AND FITTINGS	\$400.00	\$400.00
2.00	X43 STRAINER 3/8 STAINLESS STEEL TT	\$108.00	\$216.00
3.00	Ω Labor, Prevailing Wage 2 People	\$355.00	\$1,065.00
3.50	Ω Travel - 2 Peopl	\$160.00	\$560.00
			\$9,657.80

Pre-Tax Estimate Total: \$28,040.60

NOTES:

For Scheduling, please contact: ServiceSCal@cla-val.com or 951-657-1718

Terms of Service:

1. Provide unobstructed site access for control valve service. This includes valves that are submerged under water, buried partially/completely with dirt, gravel, or other debris.
2. Customer responsible for isolating upstream and downstream isolation valves for zero pressure working conditions and/or draining pipeline if required prior to Cla-Val service arrival.
3. Providing overall safe working environment and notifying Cla-Val Service of potential hazards. (Permit Required Confined Space, Ladder Required For Access, Inside Building, Manhole Access, etc.)
4. Eight inch (8") and larger valves must have access for lifting equipment and/or crane truck to provide lifting assistance.
5. If customer has own lifting equipment (crane, hoist, etc.) customer is responsible for operating lifting equipment.
6. Delays caused by inoperable isolation valves, site access, etc., will be billed at standard labor rates.
7. Estimate does not include wear items, including but not limited to, diaphragm washer, disc retainer, stem/stem nut, valve seat, body, cover, hydraulic pilots, tubing, fittings, and solenoids unless otherwise stated in scope of work or listed in estimate.
8. Work shall occur during normal business hours. Weekend and after hours available for additional fee.
9. Estimate valid for 30 days.
10. Estimate is an approximation and is not guaranteed. Service is billed on actual time and materials.

Terms and Conditions: https://www.cla-val.com/documents/pdf3/CV_Customer_terms.pdf

By agreeing to this Estimate, I am affirming I am authorized to legally obligate the Company/Municipality/Utility/Tribe/Entity/ Organization listed on this Estimate to pay for goods and services provided under this Estimate, regardless of Purchase Order or Contract/Agreement on file. An invoice will follow the Cla-Val Service Report and/or Estimate and will be due upon receipt, unless otherwise explicitly stated on previously established purchase order or agreement. Interest will accrue at the rate of 1% per month from Invoice date.



Cla-Val Co
 24100 Water Street Perris, CA 92570
 ServiceSCal@cla-val.com | 855-512-6965
 Salesperson: Lance Phillips
 lphillips@cla-val.com | 925-519-2154
<https://cla-val.com>

Estimate

Parent Account: 1459-0 CITY OF COMPTON 600 N Alameda St Compton, CA 90221-2605 United States	Service Account: City of Compton Well 19 1119 E Tucker St Compton, CA 90221 United States	Reported By: Jose Garfias Phone: 310-605-6246 Mobile: 323-614-5106 Email: jgarfias@comptoncity.org
Estimate #: WO-00009454	Estimate Type: Rebuild	20% Off List Price

DETAILS

12inch Pump Control

Model		660	Size	12"
Quantity	Product		Unit Price	Total Amount
20.00	10" Cover NUT,HX 7/8-9 ASH 303		\$8.00	\$160.00
1.00	10" Kit, 60/61 Rubber Rebuild		\$722.40	\$722.40
2.00	CDC-1 H SP		\$152.80	\$305.60
2.00	CK2 3/8" BALL VALVE STAINLESS STEEL 316 S		\$36.00	\$72.00
1.00	CSM11-A2-2 DISTRIBUTOR SS		\$1,089.60	\$1,089.60
2.00	CV Speed Control 3/8" Stainless Steel		\$428.00	\$856.00
1.00	STAINLESS STEEL TUBING AND FITTINGS		\$500.00	\$500.00
2.00	X43 STRAINER 3/8 STAINLESS STEEL TT		\$108.00	\$216.00
5.00	Ω Labor, Prevailing Wage 2 People		\$355.00	\$1,775.00
				\$5,696.60

8 inch waste

Model		61	Size	8"	
Quantity	Product			Unit Price	Total Amount
16.00	6" & 8" Cover NUT,HX 3/4 -10 ASH 303			\$8.00	\$128.00
1.00	8" Kit, 60/61 Rubber Rebuild			\$686.40	\$686.40
2.00	CDC-1 TESP			\$129.60	\$259.20
2.00	CK2 3/8" BALL VALVE STAINLESS STEEL 316 S			\$36.00	\$72.00
1.00	CSM11-A2-2 DISTRIBUTOR SS			\$1,089.60	\$1,089.60
2.00	CV Speed Control 3/8" Stainless Steel			\$428.00	\$856.00
1.00	STAINLESS STEEL TUBING AND FITTINGS			\$460.00	\$460.00
2.00	X43 STRAINER 3/8 STAINLESS STEEL TT			\$108.00	\$216.00
4.00	Ω Labor, Prevailing Wage 2 People			\$355.00	\$1,420.00
					\$5,187.20

Relief valve

Model		50	Size	6"	
Quantity	Product			Unit Price	Total Amount
1.00	6" Kit, 50-01 Rubber Rebuild			\$453.60	\$453.60
1.00	6" STUD/NUT KIT 100 SST			\$79.20	\$79.20
1.00	CK2 1/2" BALL VALVE STAINLESS STEEL 316 S			\$36.00	\$36.00
2.00	CK2 3/8" BALL VALVE STAINLESS STEEL 316 S			\$36.00	\$72.00
1.00	CRL Pilot, Stainless Steel IS 20-200 1/2" 300S			\$1,634.40	\$1,634.40
1.00	STAINLESS STEEL TUBING AND FITTINGS			\$420.00	\$420.00
3.00	Q Labor, Prevailing Wage 2 People			\$355.00	\$1,065.00
3.50	Q Travel - 2 People			\$160.00	\$560.00
					\$4,320.20

Pre-Tax Estimate Total: \$15,976.80

NOTES:

For Scheduling, please contact: ServiceSCal@cla-val.com or 951-657-1718

Terms of Service:

1. Provide unobstructed site access for control valve service. This includes valves that are submerged under water, buried partially/completely with dirt, gravel, or other debris.
2. Customer responsible for isolating upstream and downstream isolation valves for zero pressure working conditions and/or draining pipeline if required prior to Cla-Val service arrival.
3. Providing overall safe working environment and notifying Cla-Val Service of potential hazards. (Permit Required Confined Space, Ladder Required For Access, Inside Building, Manhole Access, etc.)
4. Eight inch (8") and larger valves must have access for lifting equipment and/or crane truck to provide lifting assistance.
5. If customer has own lifting equipment (crane, hoist, etc.) customer is responsible for operating lifting equipment.
6. Delays caused by inoperable isolation valves, site access, etc., will be billed at standard labor rates.
7. Estimate does not include wear items, including but not limited to, diaphragm washer, disc retainer, stem/stem nut, valve seat, body, cover, hydraulic pilots, tubing, fittings, and solenoids unless otherwise stated in scope of work or listed in estimate.
8. Work shall occur during normal business hours. Weekend and after hours available for additional fee.
9. Estimate valid for 30 days.
10. Estimate is an approximation and is not guaranteed. Service is billed on actual time and materials.

Terms and Conditions: https://www.cla-val.com/documents/pdf3/CV_Customer_terms.pdf

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Cla-Val Co
 24100 Water Street Perris, CA 92570
 ServiceSCal@cla-val.com | 855-512-6965
 Salesperson: Lance Phillips
 lphillips@cla-val.com | 925-519-2154
<https://cla-val.com>

Estimate

Parent Account: 1459-0 CITY OF COMPTON 600 N Alameda St Compton, CA 90221-2605 United States	Service Account: City of Compton Well 18 1824 N. Santa Fe Ave Compton, CA 90221	Reported By: Jose Garfias Phone: 310-605-6246 Mobile: 323-614-5106 Email: jgarfias@comptoncity.org
Estimate #: WO-00009453	Estimate Type: Rebuild	20% Off List Price

DETAILS

660-11

Model		660	Size	12"	
Quantity	Product			Unit Price	Total Amount
1.00	10" BODY PU 100PAKC DEC			\$4,713.60	\$4,713.60
18.00	10" Cover NUT,HX 7/8-9 ASH 303			\$8.00	\$144.00
1.00	10" PA Bearing 100P 303			\$1,127.20	\$1,127.20
20.00	10" PA STUD,THD 7/8-9 STL			\$61.60	\$1,232.00
1.00	10" Seat 100P Stainless Steel 316			\$2,477.60	\$2,477.60
1.00	10" Seat O-RING -275 NBR			\$10.40	\$10.40
2.00	CDC-1 H SP			\$152.80	\$305.60
2.00	CK2 1/2" BALL VALVE STAINLESS STEEL 316 S			\$36.00	\$72.00
1.00	CSM11-HC 120/60 1/2 AS			\$2,247.20	\$2,247.20
2.00	CV Speed Control 3/8" Stainless Steel			\$428.00	\$856.00
1.00	REBUILD,KIT 100-03KC ASSY 10 DS 150			\$8,037.60	\$8,037.60
1.00	STAINLESS STEEL TUBING AND FITTINGS			\$500.00	\$500.00
2.00	X43 STRAINER 3/8 STAINLESS STEEL TT			\$108.00	\$216.00
1.00	X56 NUT ASSY CSM11 10STL			\$134.40	\$134.40
5.00	Ω Labor, Prevailing Wage 2 People			\$355.00	\$1,775.00
					\$23,848.60

Waste Valve

Model		50	Size	8"	
Quantity	Product			Unit Price	Total Amount
1.00	8" Kit, REBUILD ASSY DS ALL (Includes: Kit, Guide, Stem, Stem Nut, Retainer, Washer, Studs, Nut			\$3,327.20	\$3,327.20
1.00	8" SEAT 100 Stainless Steel 316			\$1,320.80	\$1,320.80
1.00	8" SEAT O-RING -173 NBR			\$5.60	\$5.60
1.00	CK2 1/2" BALL VALVE STAINLESS STEEL 316 S			\$36.00	\$36.00

Quantity	Product	Unit Price	Total Amount
2.00	CK2 3/8" BALL VALVE STAINLESS STEEL 316 S	\$36.00	\$72.00
1.00	CRL Pilot, Stainless Steel IS 20-200 1/2" 300S	\$1,634.40	\$1,634.40
1.00	Stainless Steel Tubing & Fittings Partial	\$460.00	\$460.00
1.00	X44A .125 TESP	\$772.80	\$772.80
5.00	Ω Labor, Prevailing Wage 2 People	\$355.00	\$1,775.00
3.50	Ω Travel - 2 People	\$160.00	\$560.00
			\$9,963.80

Pre-Tax Estimate Total: \$33,874.00

NOTES:

For Scheduling, please contact: ServiceSCal@cla-val.com or 951-657-1718

Terms of Service:

1. Provide unobstructed site access for control valve service. This includes valves that are submerged under water, buried partially/completely with dirt, gravel, or other debris.
2. Customer responsible for isolating upstream and downstream isolation valves for zero pressure working conditions and/or draining pipeline if required prior to Cla-Val service arrival.
3. Providing overall safe working environment and notifying Cla-Val Service of potential hazards. (Permit Required Confined Space, Ladder Required For Access, Inside Building, Manhole Access, etc.)
4. Eight inch (8") and larger valves must have access for lifting equipment and/or crane truck to provide lifting assistance.
5. If customer has own lifting equipment (crane, hoist, etc.) customer is responsible for operating lifting equipment.
6. Delays caused by inoperable isolation valves, site access, etc., will be billed at standard labor rates.
7. Estimate does not include wear items, including but not limited to, diaphragm washer, disc retainer, stem/stem nut, valve seat, body, cover, hydraulic pilots, tubing, fittings, and solenoids unless otherwise stated in scope of work or listed in estimate.
8. Work shall occur during normal business hours. Weekend and after hours available for additional fee.
9. Estimate valid for 30 days.
10. Estimate is an approximation and is not guaranteed. Service is billed on actual time and materials.

Terms and Conditions: https://www.cla-val.com/documents/pdf3/CV_Customer_terms.pdf

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 24100 Water Street Perris, CA 92570
 ServiceSCal@cla-val.com | 855-512-6965
 Salesperson: Lance Phillips
 lphillips@cla-val.com | 925-519-2154
<https://cla-val.com>

Estimate

Parent Account: 1459-0 CITY OF COMPTON 600 N Alameda St Compton, CA 90221-2605 United States	Service Account: City of Compton Well 17 480 W. Compton Blvd Compton, CA 90220	Reported By: Jose Garfias Phone: 310-605-6246 Mobile: 323-614-5106 Email: jgarfias@comptoncity.org
Estimate #: WO-00009452	Estimate Type: Rebuild	20% Off List Price

DETAILS

50-05 waste valve

Model		50	Size	6"	
Quantity	Product			Unit Price	Total Amount
1.00	3/8" Hytrol 100-01 Stainless Steel 999999TESS 300SG			\$567.20	\$567.20
1.00	6" 100-02 O-RING -335 NBR			\$19.20	\$19.20
1.00	6" Kit, REBUILD ASSY DS ALL (Includes: Kit, Guide, Stem, Stem Nut, Retainer, Washer, Studs, Nut			\$2,017.60	\$2,017.60
1.00	6" SEAT 100 Stainless Steel 316			\$998.40	\$998.40
1.00	CDC-1 H SP			\$152.80	\$152.80
2.00	CK2 1/2" BALL VALVE STAINLESS STEEL 316 S			\$36.00	\$72.00
2.00	CK2 3/8" BALL VALVE STAINLESS STEEL 316 S			\$36.00	\$72.00
1.00	CRL Pilot, Stainless Steel IS 20-200 1/2" 300S			\$1,634.40	\$1,634.40
1.00	CS2S 120/60 NC1/2 SS Acuating Diaphragm Solenoid			\$1,569.60	\$1,569.60
1.00	STAINLESS STEEL TUBING AND FITTINGS			\$420.00	\$420.00
1.00	X44A .125 TESP			\$772.80	\$772.80
4.00	Ω Labor, Prevailing Wage 2 People			\$355.00	\$1,420.00
					\$9,716.00

System valve

Model		40	Size	8"	
Quantity	Product			Unit Price	Total Amount
1.00	8" Kit, REBUILD ASSY DS ALL (Includes: Kit, Guide, Stem, Stem Nut, Retainer, Washer, Studs, Nut			\$3,327.20	\$3,327.20
1.00	8" SEAT 100 Stainless Steel 316			\$1,320.80	\$1,320.80
1.00	8" SEAT O-RING -173 NBR			\$5.60	\$5.60
1.00	CDC-1 TESP			\$129.60	\$129.60
1.00	CDC-1 TQ316			\$652.80	\$652.80
1.00	CDHS18 1/4S 30-480 TESS 300S			\$1,334.40	\$1,334.40
1.00	CK2 3/4" BALL VALVE STAINLESS STEEL 316 S			\$44.00	\$44.00

Quantity	Product	Unit Price	Total Amount
4.00	CK2 3/8" BALL VALVE STAINLESS STEEL 316 S	\$36.00	\$144.00
1.00	STAINLESS STEEL TUBING AND FITTINGS	\$460.00	\$460.00
3.50	Travel - 2 People	\$160.00	\$560.00
4.00	Ω Labor, Prevailing Wage 2 People	\$355.00	\$1,420.00
			\$9,398.40

Pre-Tax Estimate Total: \$19,114.40

NOTES:

For Scheduling, please contact: ServiceSCal@cla-val.com or 951-657-1718

Terms of Service:

1. Provide unobstructed site access for control valve service. This includes valves that are submerged under water, buried partially/completely with dirt, gravel, or other debris.
2. Customer responsible for isolating upstream and downstream isolation valves for zero pressure working conditions and/or draining pipeline if required prior to Cla-Val service arrival.
3. Providing overall safe working environment and notifying Cla-Val Service of potential hazards. (Permit Required Confined Space, Ladder Required For Access, Inside Building, Manhole Access, etc.)
4. Eight inch (8") and larger valves must have access for lifting equipment and/or crane truck to provide lifting assistance.
5. If customer has own lifting equipment (crane, hoist, etc.) customer is responsible for operating lifting equipment.
6. Delays caused by inoperable isolation valves, site access, etc., will be billed at standard labor rates.
7. Estimate does not include wear items, including but not limited to, diaphragm washer, disc retainer, stem/stem nut, valve seat, body, cover, hydraulic pilots, tubing, fittings, and solenoids unless otherwise stated in scope of work or listed in estimate.
8. Work shall occur during normal business hours. Weekend and after hours available for additional fee.
9. Estimate valid for 30 days.
10. Estimate is an approximation and is not guaranteed. Service is billed on actual time and materials.

Terms and Conditions: https://www.cla-val.com/documents/pdf3/CV_Customer_terms.pdf

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Cla-Val Co

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ServiceSCal@cla-val.com | 855-512-6965
Salesperson: Lance Phillips
lphillips@cla-val.com | 925-519-2154
<https://cla-val.com>

Estimate

Parent Account: 1459-0 CITY OF COMPTON 600 N Alameda St Compton, CA 90221-2605 United States	Service Account: City of Compton Well 16 575 E Weber Ave Compton, CA 90222	Reported By: Jose Garfias Phone: 310-605-6246 Mobile: 323-614-5106 Email: jgarfias@comptoncity.org
Estimate #: WO-00009451	Estimate Type: Installation	20% Off List Price

DETAILS

Waste valve

Model		61	Size	8"	
Quantity	Product			Unit Price	Total Amount
1.00	8" Complete 61-02 w/ SS Tubes and Fittings (Angle)			\$15,350.00	\$15,350.00
1.00	Flange Gaskets & Bolts			\$200.00	\$200.00
3.50	Travel - 2 People			\$160.00	\$560.00
8.00	Ω Labor, Prevailing Wage 2 People			\$355.00	\$2,840.00
					\$18,950.00

Pre-Tax Estimate Total: \$18,950.00

NOTES:

For Scheduling, please contact: ServiceSCal@cla-val.com or 951-657-1718

Terms of Service:

1. Provide unobstructed site access for control valve service. This includes valves that are submerged under water, buried partially/completely with dirt, gravel, or other debris.
2. Customer responsible for isolating upstream and downstream isolation valves for zero pressure working conditions and/or draining pipeline if required prior to Cla-Val service arrival.
3. Providing overall safe working environment and notifying Cla-Val Service of potential hazards. (Permit Required Confined Space, Ladder Required For Access, Inside Building, Manhole Access, etc.)
4. Eight inch (8") and larger valves must have access for lifting equipment and/or crane truck to provide lifting assistance.
5. If customer has own lifting equipment (crane, hoist, etc.) customer is responsible for operating lifting equipment.
6. Delays caused by inoperable isolation valves, site access, etc., will be billed at standard labor rates.
7. Estimate does not include wear items, including but not limited to, diaphragm washer, disc retainer, stem/stem nut, valve seat, body, cover, hydraulic pilots, tubing, fittings, and solenoids unless otherwise stated in scope of work or listed in estimate.
8. Work shall occur during normal business hours. Weekend and after hours available for additional fee.
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lphillips@cla-val.com | 925-519-2154
<https://cla-val.com>

Estimate

Parent Account: 1459-0 CITY OF COMPTON 600 N Alameda St Compton, CA 90221-2605 United States	Service Account: City of Compton Well 15 341 W Glencoe St Compton, CA 90220 United States	Reported By: Jose Garfias Phone: 310-605-6246 Mobile: 323-614-5106 Email: jgarfias@comptoncity.org
Estimate #: WO-00009450	Estimate Type: Installation	20% Off List Price

DETAILS

Pump Control

Model		60	Size	4"	
Quantity	Product			Unit Price	Total Amount
1.00	4" Complete 61-02 w/ SS Tubes and Fittings (Angle)			\$7,682.00	\$7,682.00
1.00	Flange Gaskets & Bolts			\$100.00	\$100.00
3.50	Travel - 2 People			\$160.00	\$560.00
4.00	Ω Labor, Prevailing Wage 2 People			\$355.00	\$1,420.00
					\$9,762.00

Pre-Tax Estimate Total: \$9,762.00

NOTES:

For Scheduling, please contact: ServiceSCal@cla-val.com or 951-657-1718

Terms of Service:

1. Provide unobstructed site access for control valve service. This includes valves that are submerged under water, buried partially/completely with dirt, gravel, or other debris.
2. Customer responsible for isolating upstream and downstream isolation valves for zero pressure working conditions and/or draining pipeline if required prior to Cla-Val service arrival.
3. Providing overall safe working environment and notifying Cla-Val Service of potential hazards. (Permit Required Confined Space, Ladder Required For Access, Inside Building, Manhole Access, etc.)
4. Eight inch (8") and larger valves must have access for lifting equipment and/or crane truck to provide lifting assistance.
5. If customer has own lifting equipment (crane, hoist, etc.) customer is responsible for operating lifting equipment.
6. Delays caused by inoperable isolation valves, site access, etc., will be billed at standard labor rates.
7. Estimate does not include wear items, including but not limited to, diaphragm washer, disc retainer, stem/stem nut, valve seat, body, cover, hydraulic pilots, tubing, fittings, and solenoids unless otherwise stated in scope of work or listed in estimate.
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Estimate

Parent Account: 1459-0 CITY OF COMPTON 600 N Alameda St Compton, CA 90221-2605 United States	Service Account: City of Compton Well 11 841 W Greenleaf Blvd Compton, CA 90220 United States	Reported By: Jose Garfias Phone: 310-605-6246 Mobile: 323-614-5106 Email: jgarfias@comptoncity.org
Estimate #: WO-00009449	Estimate Type: Installation	20% Off List Price

DETAILS

Pump Control

Model		61	Size	4"	
Quantity	Product			Unit Price	Total Amount
1.00	4" Complete 61-02 w/ SS Tubes and Fittings (Angle)			\$7,682.00	\$7,682.00
1.00	Flange Gasket & Bolts			\$100.00	\$100.00
4.00	Labor, Prevailing Wage 2 People			\$355.00	\$1,420.00
3.50	Travel - 2 People			\$160.00	\$560.00
					\$9,762.00

Pre-Tax Estimate Total: \$9,762.00

NOTES:

For Scheduling, please contact: ServiceSCal@cla-val.com or 951-657-1718

Terms of Service:

1. Provide unobstructed site access for control valve service. This includes valves that are submerged under water, buried partially/completely with dirt, gravel, or other debris.
2. Customer responsible for isolating upstream and downstream isolation valves for zero pressure working conditions and/or draining pipeline if required prior to Cla-Val service arrival.
3. Providing overall safe working environment and notifying Cla-Val Service of potential hazards. (Permit Required Confined Space, Ladder Required For Access, Inside Building, Manhole Access, etc.)
4. Eight inch (8") and larger valves must have access for lifting equipment and/or crane truck to provide lifting assistance.
5. If customer has own lifting equipment (crane, hoist, etc.) customer is responsible for operating lifting equipment.
6. Delays caused by inoperable isolation valves, site access, etc., will be billed at standard labor rates.
7. Estimate does not include wear items, including but not limited to, diaphragm washer, disc retainer, stem/stem nut, valve seat, body, cover, hydraulic pilots, tubing, fittings, and solenoids unless otherwise stated in scope of work or listed in estimate.
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Cla-Val Co

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<https://cla-val.com>

Estimate

Parent Account: 1459-0 City of Compton 205 S Willowbrook Ave Compton, CA 90220 United States	Service Account: City of Compton Well 13 700 E Caldwell St Compton, CA 90221 United States	Reported By: Jose Garfias Phone: 310-605-6246 Mobile: 323-614-5106 Email: jgarfias@comptoncity.org
Estimate #: WO-00009428	Estimate Type: Preventative Maintenance	20% Off List Price

DETAILS

Pump Control

Model		61	Size	4"	
Quantity	Product			Unit Price	Total Amount
2.00	4" Diaphragm Washer 100 Epoxy Coated IEC			\$274.40	\$548.80
1.00	4" Disc Retainer 100 Epoxy Coated IEC			\$297.60	\$297.60
1.00	4" Kit, 60/61 Rubber Rebuild			\$363.20	\$363.20
1.00	CDC Kit, Rubber Rebuild 3/8" B			\$14.40	\$14.40
1.00	CSM11-A2-2 DISTRIBUTOR SS			\$1,089.60	\$1,089.60
2.00	CV Speed Control 3/8" Stainless Steel			\$428.00	\$856.00
3.50	Travel - 2 People			\$160.00	\$560.00
2.00	Ω Labor, Prevailing Wage 2 People			\$355.00	\$710.00
					\$4,439.60

Pre-Tax Estimate Total: \$4,439.60

NOTES:

For Scheduling, please contact: ServiceSCal@cla-val.com or 951-657-1718

Terms of Service:

1. Provide unobstructed site access for control valve service. This includes valves that are submerged under water, buried partially/completely with dirt, gravel, or other debris.
2. Customer responsible for isolating upstream and downstream isolation valves for zero pressure working conditions and/or draining pipeline if required prior to Cla-Val service arrival.
3. Providing overall safe working environment and notifying Cla-Val Service of potential hazards. (Permit Required Confined Space, Ladder Required For Access, Inside Building, Manhole Access, etc.)
4. Eight inch (8") and larger valves must have access for lifting equipment and/or crane truck to provide lifting assistance.
5. If customer has own lifting equipment (crane, hoist, etc.) customer is responsible for operating lifting equipment.
6. Delays caused by inoperable isolation valves, site access, etc., will be billed at standard labor rates.
7. Estimate does not include wear items, including but not limited to, diaphragm washer, disc retainer, stem/stem nut, valve seat, body, cover, hydraulic pilots, tubing, fittings, and solenoids unless otherwise stated in scope of work or listed in estimate.
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**SERVICES AGREEMENT
BETWEEN THE CITY OF COMPTON AND
CLA-VAL COMPANY**

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 **CLA-VAL COMPANY** (hereinafter referred to as “**CONTRACTOR**”), located at 24100 Water Street, Perris, CA 92570

RECITALS

The City of Compton Municipal Water Department has determined that it requires services from a contractor to provide control valve repair and replacement at water well sites for the City of Compton Municipal Water operations.

The Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees. Contractor further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the performance by the Parties of the mutual covenants and conditions herein contained, the Parties hereto agree as follows:

AGREEMENT:

1. Services to be Rendered by Contractor. It is the mutual understanding of the parties that the Contractor shall perform and be responsible for providing and rendering the following services outlined in Exhibit A - (Quotes and Estimates – Cla-Val Company), which shall include, but not be limited to the below-indicated tasks and deliverables:

Furnish control valve repair and replacement:

- Quotation Y24Q12584 – 041524 Compton Well 20 Pipe Train
- Quotation Y24Q12586 – 041524 Compton MWD C4 Pipe Train
- Quotation Y24Q12590 – 041524 Compton MWD C3 Pipe Train
- Quotation Y24Q12592 – 041524 City of Compton C1 Pipe Train
- Estimate WO-00009455 – City of Compton Well 20
- Estimate WO-00009454 – City of Compton Well 19
- Estimate WO-00009453 – City of Compton Well 18
- Estimate WO-00009452 – City of Compton Well 17
- Estimate WO -00009451 – City of Compton Well 16
- Estimate WO-00009450 – City of Compton Well 15
- Estimate WO-00009449 – City of Compton Well 11

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

Contractor services hereunder shall be performed in good, workmanlike and professional manner. Contractor shall be responsible for correcting and completing all errors and omissions related to the services provided by the Contractor 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 Contractor to meet the standards of its profession as set forth in the preceding paragraph. The acceptance of the services by City does not release Contractor from these obligations.

Contractor will be responsible for employing or engaging all persons necessary to perform the services. All of Contractor's staff will be qualified by training and experience to perform their assigned tasks. Contractor will give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subcontractors, if any, and will keep the services under its control. On demand of City, if any employee or subcontractor of Contractor 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 performed pursuant to this Agreement.

2. Duration of Contract. Contractor 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, for the duration of the term of this agreement upon completion of the work notated in Scope of Work.

Contractor will generally adhere to the schedule set forth by the City provided, that City will grant reasonable extensions of time for the performance of the services occasioned by unusually lengthy governmental reviews of Contractor'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, Contractor's officers or employees.

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

3. Compensation. The method of payment for this Contract will be on a fixed basis as specified within Contractor's Cost Proposals (Quotes/Estimates). The total price paid to the Contractor will include compensation for all work, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the Contractor, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total compensation will be negotiated between the Contractor and the City. Adjustment in the total compensation will not be effective until authorized and approved in writing by the City.

Progress payments may be made in arrears based on the percentage of work and deliverables completed by the Contractor. If Contractor 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.

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

As full and complete compensation for performance of all the services performed by the Contractor pursuant to this Agreement, City shall pay, and Contractor agrees to accept, a not-to-exceed maximum sum of **Three Hundred Twenty-Two Thousand Eight Hundred Thirty-Nine Dollars and Forty Cents (\$322,839.40).**

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

4. Ownership of Materials. All product produced by Contractor 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 Contractor or its agents, employees and subcontractors pursuant to this Agreement will be delivered to City pursuant to the termination clause of this Agreement. [Contractor will have the right to make one (1) copy of the Work Product for Contractor's records.]

The Work Product may be used by City and its agents, employees,

representatives, and assigns, in whole or in part, or in modified form, for all purposes City may deem advisable, without further employment of or payment of any compensation to Contractor; provided, however, that if this Agreement is terminated for any reason prior to completion of the Project and if under such circumstances City uses, or engages the services of and directs another Contractor to use, the Work Product, City agrees to hold Contractor 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 Contractor, or anyone for whose acts it is responsible, in preparation of the Work Product. Contractor will not be responsible for deficiencies solely attributable to modifications of the Work Product performed by others, or that arise from use of the Documents in connection with a project or site other than that shown in the Work Product.

5. Independent Contractor Status. Contractor, its officers, employees, subcontractors, subcontractors, agents and volunteers (collectively hereinafter the "Contractor"), will perform the services in Contractor's own way and pursuant to this Agreement as an independent contractor and in pursuit of Contractor's independent calling, and not as an employee of City. The persons used by Contractor 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 Contractor, except as expressly set forth in this Agreement. Contractor expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Agreement that Contractor shall not at any time or in any manner, represent that Contractor is in any manner officers, employees, agents or volunteers of the City. Contractor shall obtain no rights to retirement, health care or any other benefit that accrue to City officials, officers, or employees. Contractor expressly waives any claim to such rights.

The payment made to Contractor pursuant to the Agreement will be the full and complete compensation to which Contractor is entitled. City will not make any federal or state tax withholdings on behalf of Contractor or its agents, employees or subcontractors. City will not pay any workers' compensation insurance, retirement contributions or unemployment contributions on behalf of Contractor or its employees or subcontractors. Contractor agrees to indemnify and pay City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which City may be required to make on behalf of Contractor or any agent, employee, or contractor of Contractor 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 Contractor.

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

Agreement.

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

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

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

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

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

10. Indemnification. Contractor shall indemnify and save harmless the City, its officials, officers, employees, agents and volunteers (collectively hereinafter the "City"), against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the City and shall 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 Contractor, its officers, employees, subcontractors, subcontractors or agents in the performance of the duties undertaken by Contractor 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 Contractor's indemnification of the City, Contractor 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 Contractor or Contractor'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 Contractor to procure or maintain insurance shall constitute a material breach upon which the City may immediately terminate this Agreement.*** All insurance required hereunder shall be primary with respect to any insurance maintained by the City.

Coverages and Limits. Contractor 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 Contractor's indemnification obligations under this Agreement. City, its officers, agents, volunteers and employees make no representation that the limits of the insurance specified to be carried by Contractor pursuant to this Agreement are adequate to protect Contractor. The coverage will contain no special limitations on the scope of its protection to the below-indicated insureds except for Workers' Compensation and errors and omissions insurance. Contractor will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage. If Contractor believes that any required insurance coverage is inadequate, Contractor will obtain such additional insurance coverage, as Contractor deems adequate, at Contractor'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 Contractor has no employees and provides, to City's satisfaction, a declaration stating this.

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

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

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

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

13. Maintenance of Records. Contractor will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Contractor will allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Contractor shall maintain all records and will allow inspection of all work, data, documents, proceedings, and activities related to the

Agreement for a period and to the extent required by laws relating to audits of public agencies and their expenditures, from the date of final payment under this Agreement.

14. Warranties. Contractor represents and warrants (i) that Contractor has no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with Contractor'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 Contractor 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 Contractor 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. Contractor shall be responsible for paying when due all federal and state income withholding taxes for all earning under this Agreement. Contractor agrees to indemnify City for any claims, costs, losses, fees, penalties, interest, or damages suffered by City resulting from Contractor's failure to comply with this provision.

16. General Compliance with Laws. Contractor will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of the services by Contractor. Contractor 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 Contractor'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 Contractor in writing. Contractor 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 Contractor has performed which is usable and of worth to City in having the Agreement completed. Based upon that finding City will determine the final payment of the Agreement. In the event City elects to terminate, City will have the right to immediate possession of all Work Product and work in progress prepared by Contractor, whether located at the project site, at Contractor's place of business, or at the offices of a subcontractor.

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 fifteen (15) calendar days written notice to the other Party, may terminate this Agreement for convenience. In this event and upon request of City, Contractor will assemble the work product without charge and put it in order for proper filing and closing and deliver it to City. Contractor 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. Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City will have the right to terminate this Agreement for nonperformance, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

19. Claims and Lawsuits. By signing this Agreement, Contractor 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. Contractor acknowledges that if a false claim is submitted to City by Contractor, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that California Government Code sections 12650 et seq., the False Claim 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.

Contractor acknowledges that the filing of a false claim may subject Contractor to an administrative proceeding as a result of which Contractor may be prevented to act as a Contractor on any public work or improvement for a period of up to five (5) years. Contractor acknowledges debarment by another jurisdiction is grounds for City to terminate this Agreement.

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

- Is not currently under supervision, 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 statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property within the past 3 years.
- 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 in the past 3 years.

If there are any exceptions to this certification, inset 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.

David Koeblitz
CFO

Date: _____

Martin Pickett
CEO/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. Contractor will testify at City's request if litigation is brought against City in connection with Contractor's services under this agreement. Unless the action is brought by Contractor, or is based upon Contractor's actual or alleged negligence or other wrongdoing, City, upon prior written agreement with Contractor will compensate Contractor for time spent in preparation for testimony, testimony, and travel at Contractor'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 Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor 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 Contractor and City's City Manager and approved as to form by the City Attorney. Such document shall expressly state that it is intended by the parties to amend the terms and conditions of this Agreement.

27. Confidentiality. All documents, reports, information, data, and exhibits prepared or assembled by Contractor in connection with the performance of the Services pursuant to the Agreement are confidential until released by the City to the public, and the Contractor will not make any of these documents or information available to any individual or organization not employed by the Contractor 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 CONTRACTOR:

CLA-VAL COMPANY
David Koeblitz, CFO
Martin Pickett, CEO/President

24100 Water Street
Perris, CA 92570

TO CITY:

CITY OF COMPTON
205 South Willowbrook Avenue
Compton, California 90220
Attn: General Manager, Water Department
(310) 605-5555

With Copy to:

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

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

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

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

TO EFFECTUATE THIS AGREEMENT, the Parties have caused their duly authorized

representatives to execute this Agreement on the dates set forth below.

CONTRACTOR:

By _____
David Koeblitz
CFO

Dated: _____

Martin Pickett
CEO/President

Date: _____

CITY OF COMPTON:

Approved by:

By _____
Willie A. Hopkins, City Manager

Dated: _____

Approved as to form:

By _____
Eric J. Perrodin, City Attorney

Dated: _____

ATTEST:

Dated: _____

By _____
Vernell McDaniel, City Clerk

EXHIBIT A



1701 Piacentia Ave
Costa Mesa, CA 92627
Ph: 949-722-4800
www.cla-val.com

Quotation

Please Reference Quote Number on PO

Quote For

City of Compton

Prepared By

Lance Phillips
Service Sales Manager
lphillips@cla-val.com
925-519-2154

Reference

041524 Compton Well 20 Pipe Train

Quote Number

Y24Q12584

Quote Date (mm/dd/yyyy) 04/15/2024

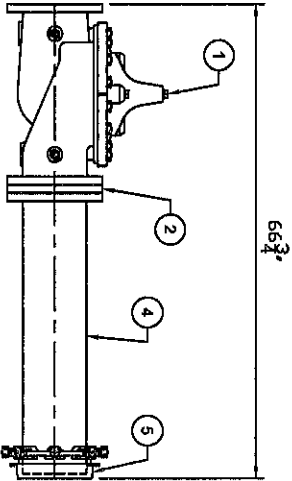
Lead Time (ex factory) 4-6 weeks

FOB Factory
Freight Full Freight Allowed
Currency USD\$

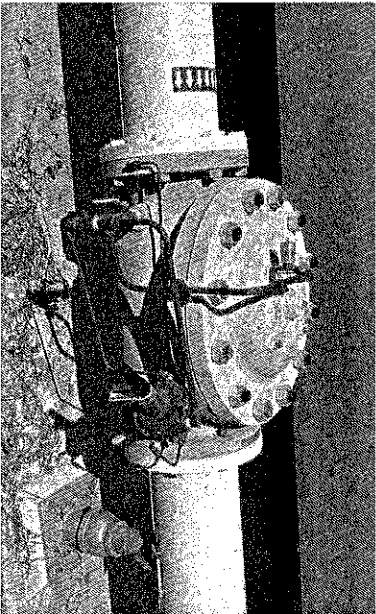
LN	Qty	Size	Model	Suffix Opt.	Description	KX Options (if applicable)	Unit Price	Ext. Price	N/L
0001	1.00	8"	Pipe Train		8" 40-01BCSVYKC Flow Control Valve E99998DSBSB150AG 8" Ductile Iron Pipe Spool 8" Mega Flange		\$16,302.00	\$16,302.00	Net
0002	1.00	10"	Pipe Train		10" 40-01BCSVYKC Flow Control Valve E9999910DSBSB150AG 10" Ductile Iron Pipe Spool 10" Mega Flange		\$21,399.00	\$21,399.00	Net
0003	1.00		Shipping		Shipping to the site, offloading done by others.		\$1,000.00	\$1,000.00	Net
Grand Total								\$38,701.00	

Quote is valid for 30 days from date of issue. Item lead times are subject to prior sale. Taxes are extra.
Any deviations from the specifications provided upon time of quote may result in pricing or lead time change. Please confirm all specifications, P&ID requirements, and addendums before ordering.

BILL OF MATERIALS		
ITEM	QTY	DESCRIPTION
1	1	8" CLA-VAL MODEL 40-01 FLOW CONTROL VALVE
2	1	8" ORIFICE PLATE
3	0	N/A
4	1	8" DUCTILE IRON FLG X PE PIPE SPOOL
5	1	8" EBAA MEGAF LANGE



SECTION VIEW

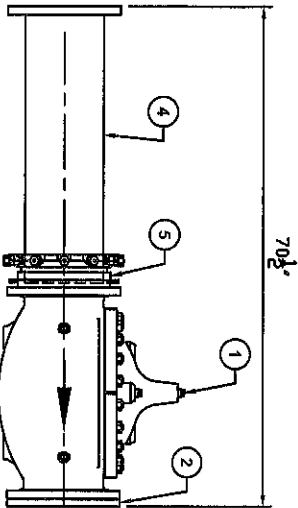


ESI FAB SYSTEMS
 15410 S MAHAFFIE ST
 OLATHE, KS 66062
 PH: 816-468-9119 - www.esiwater.com

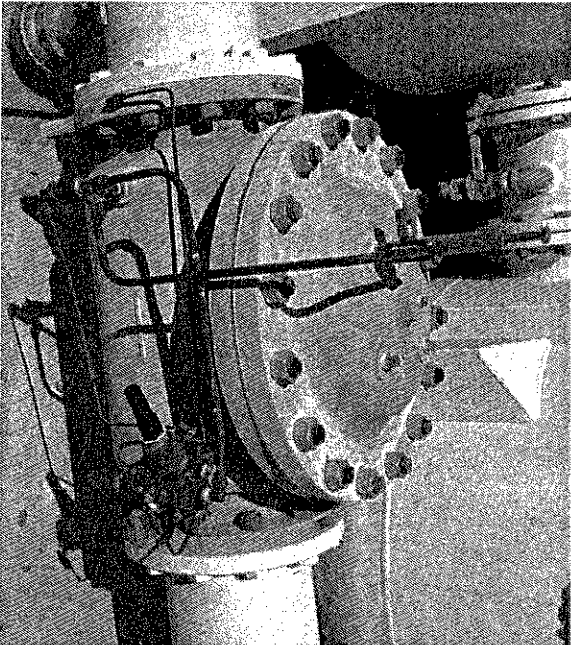
EPS07806 - REV: 0

PROJECT: 8" WELL 20

BILL OF MATERIALS		
ITEM	QTY	DESCRIPTION
1	1	10" CLA-VAL MODEL 40-01 FLOW CONTROL VALVE
2	1	10" ORIFICE PLATE
3		N/A
4	1	10" DUCTILE IRON FLG X PE PIPE SPOOL
5	1	10" EBAA MEGAFLANGE



SECTION VIEW



ESI FAB SYSTEMS
 15410 S MAHAFFIE ST
 OLATHE, KS 66062
 PH: 816-468-9119 - www.esiwater.com

EPS07807 - REV: 0

PROJECT: 10" WELL 20



1701 Placentia Ave
Costa Mesa, CA 92627
Ph: 949-722-4800
www.cla-val.com

Quotation

Please Reference Quote Number on PO

Quote For

City of Compton

Prepared By

Lance Phillips
Service Sales Manager
lphillips@cla-val.com
925-519-2154

Reference

041524 Compton MWD CA Pipe Train

Quote Number

Y24Q12586

Quote Date (mm/dd/yyyy)

04/15/2024

Lead Time (ex factory)

4-6 weeks

FOB

Factory

Freight

Full Freight Allowed

Currency

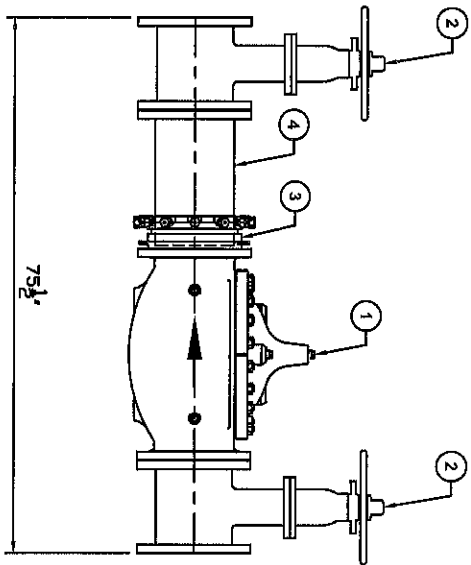
USD\$

LN	Qty	Size	Model	Suffix Opt.	Description	KX Options (if applicable)	Unit Price	Ext. Price	N/L
0001	2.00	10"	Pipe Train		10" 131-DV BCSYKCK 24VDC Solenoids, X105LCW Limit Switch E9999910DSSSB150AG (2) 10" Gate Valves 10" Pipe Spool 10" Megaflange	Full SS Pilot	\$28,946.00	\$57,892.00	Net
0002	1.00		Shipping		Shipping to the site, offloading done by others.		\$2,000.00	\$2,000.00	Net
Grand Total								\$59,892.00	

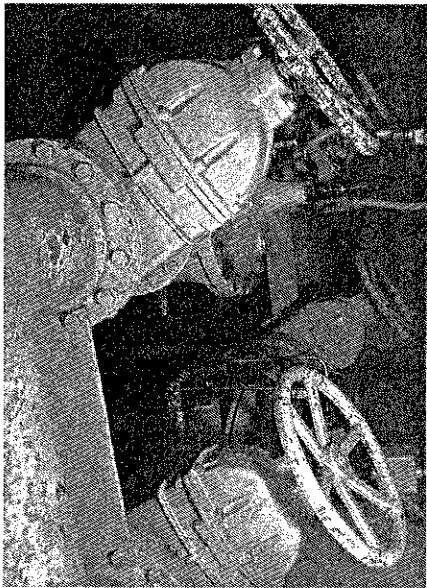
Quote is valid for 30 days from date of issue. Item lead times are subject to prior sale. Taxes are extra.
Any deviations from the specifications provided upon time of quote may result in pricing or lead time change. Please confirm all specifications, P&ID requirements, and addendums before ordering.

Printed on 04/15/24

BILL OF MATERIALS		
ITEM	QTY	DESCRIPTION
1	1	10" CLAY VAL. MODEL 131 ELECTRONIC CONTROL VALVE
2	2	10" NRS GATE VALVE (OPEN LEFT)
3	1	10" DUCTILE IRON FLG X PE PIPE SPOOL
4	1	10" EBAA MEGAFLLANGE



SECTION VIEW

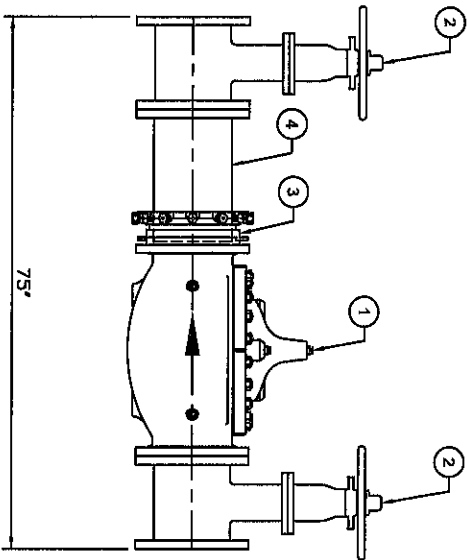


ESI FAB SYSTEMS
 15410 S MAHAFFIE ST
 OLATHE, KS 66062
 PH: 816-468-9119 - www.esiwater.com

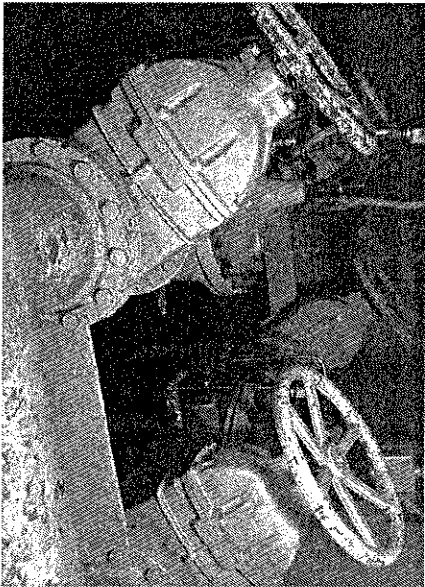
EPS07809 - REV: 0

PROJECT: COMPTON MWD C4

BILL OF MATERIALS		
ITEM	QTY	DESCRIPTION
1	1	10" CLA-VAL MODEL 131 ELECTRONIC CONTROL VALVE
2	2	10" NRS GATE VALVE (OPEN LEFT)
3	1	10" DUCTILE IRON FLG X PE PIPE SPOOL
4	1	10" EBAA MEGAFLLANGE



SECTION VIEW



ESI FAB SYSTEMS
18410 S MAHAFFIE ST
OLATHE, KS 66062
PH: 816-468-9119 - www.esiwater.com

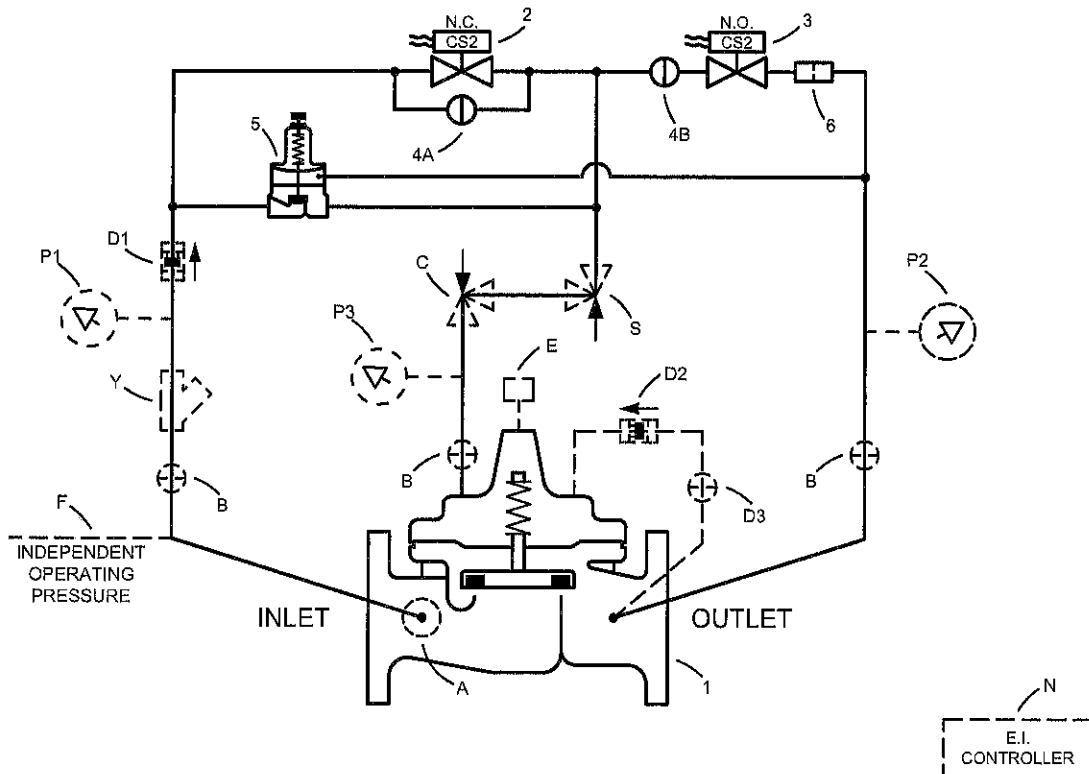
EPS07808 - REV: 0

PROJECT: COMPTON MWD C4



Model 131-DV

Electronic Interface Control Valve with Pressure Reducing Hydraulically Operated on Power Failure



CS2 CONFIGURATION

Standard Configuration for 6" & smaller 100-01 & 8" & smaller 100-20

NO.	BASIC COMPONENTS	QTY
1	HYTROL MAIN VALVE	1
2	SOLENOID CONTROL (NORMALLY CLOSED)	1
3	SOLENOID CONTROL (NORMALLY OPEN)	1
4	ISOLATION VALVE (SOLENOID BYPASS)	2
5	PRESSURE RELIEF CONTROL	1
6	RESTRICTION ASSEMBLY	1

NO.	OPTIONAL FEATURES	QTY
A	FLOW CLEAN STRAINER	1
B	ISOLATION VALVE	3
C	FLOW CONTROL (CLOSING)	1
D	CHECK VALVES WITH COCK	1
E	VALVE POSITION TRANSMITTER	1
F	INDEPENDENT OPERATING PRESSURE	
N	ELECTRONIC CONTROLLER (SINGLE)	1
P	PRESSURE GAUGE ASSEMBLY	3
S	FLOW CONTROL (OPENING)	1
Y	"Y" STRAINER	1
KC	EPOXY COATING	1



1701 Placentia Ave
Costa Mesa, CA 92627
Ph: 949-722-4800
www.cla-val.com

Quotation

Please Reference Quote Number on PO

Quote For

City of Compton

Prepared By

Lance Phillips
Service Sales Manager
lphillips@cla-val.com
925-519-2154

Reference

041524 City of Compton MWD C3 Pipe Train

Quote Number Y24Q12590

Quote Date (mm/dd/yyyy) 04/15/2024

Lead Time (ex factory) 4-6 weeks

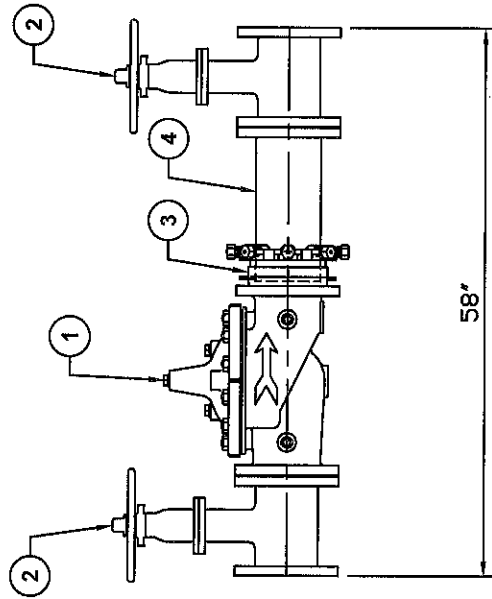
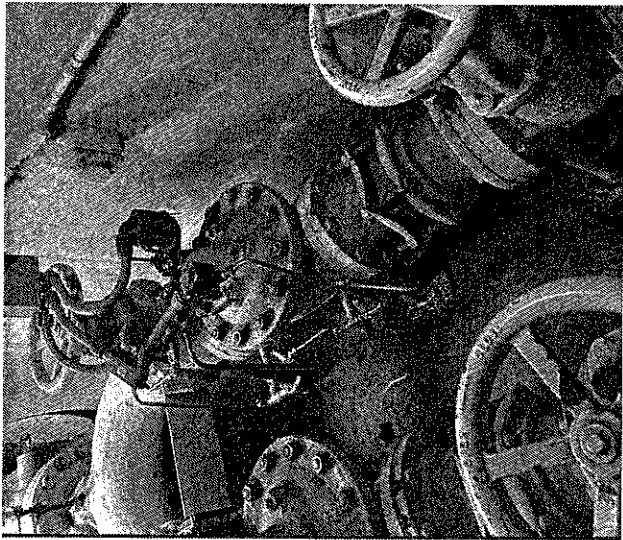
FOB Factory

Freight Full Freight Allowed

Currency USD\$

LN	Qty	Size	Model	Suffix Opt.	Description	KX Options (if applicable)	Unit Price	Ext. Price	N/L
0001	2.00	6"	Pipe Train		6" 131-DV BCSYKXCX 24VDC Solenoids, X105LCW Limit Switch E9999910DSSSB150AG (2) 6" Gate Valves 6" Pipe Spool 6" Megaflange	Full SS Pilot System	\$15,784.00	\$31,568.00	Net
0002	1.00		Shipping		Shipping to the site, offloading done by others.		\$750.00	\$750.00	Net
Grand Total								\$32,318.00	

BILL OF MATERIALS	
ITEM	DESCRIPTION
1	6" CLA-VAL MODEL 131 ELECTRONIC CONTROL VALVE
2	6" NRS GATE VALVE (OPEN LEFT)
3	6" EBAA MEGAF LANGE
4	6" DUCTILE IRON FLG X PE PIPE SPOOL



PLAN VIEW

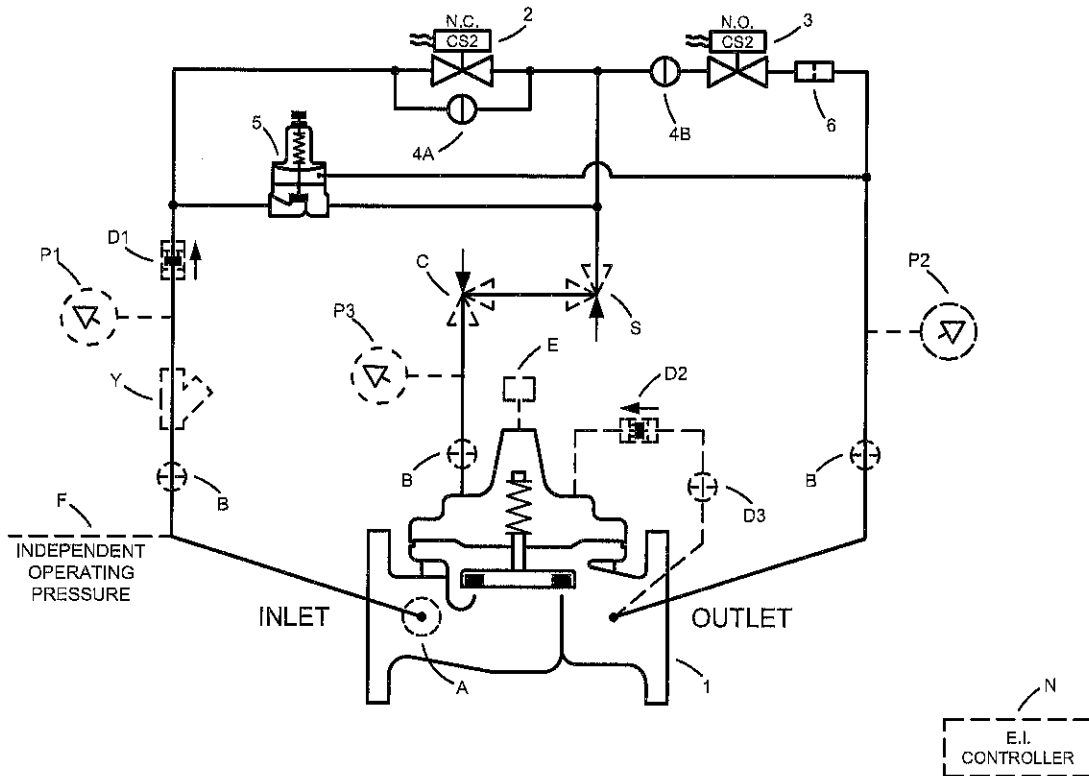
ESI FAB SYSTEMS
 15410 S MAHAFFIE ST
 OLATHE, KS 66062
 PH: 816-468-9119 • www.esiwater.com

EPS07811 - REV: 0
 PROJECT: COMPTON MWD C3



Model 131-DV

Electronic Interface Control Valve with Pressure Reducing Hydraulically Operated on Power Failure



CS2 CONFIGURATION

Standard Configuration for 6" & smaller 100-01 & 8" & smaller 100-20

NO.	BASIC COMPONENTS	QTY
1	HYTROL MAIN VALVE	1
2	SOLENOID CONTROL (NORMALLY CLOSED)	1
3	SOLENOID CONTROL (NORMALLY OPEN)	1
4	ISOLATION VALVE (SOLENOID BYPASS)	2
5	PRESSURE RELIEF CONTROL	1
6	RESTRICTION ASSEMBLY	1

NO.	OPTIONAL FEATURES	QTY
A	FLOW CLEAN STRAINER	1
B	ISOLATION VALVE	3
C	FLOW CONTROL (CLOSING)	1
D	CHECK VALVES WITH COCK	1
E	VALVE POSITION TRANSMITTER	1
F	INDEPENDENT OPERATING PRESSURE	
N	ELECTRONIC CONTROLLER (SINGLE)	1
P	PRESSURE GAUGE ASSEMBLY	3
S	FLOW CONTROL (OPENING)	1
Y	"Y" STRAINER	1
KC	EPOXY COATING	1



1701 Placentia Ave
Costa Mesa, CA 92627
Ph: 949-722-4800
www.cla-val.com

Quotation

Please Reference Quote Number on PO

Quote For

City of Compton

Prepared By

Lance Phillips
Service Sales Manager
lphillips@cla-val.com
925-519-2154

Reference

041524 City of Compton C1 Pipe Train

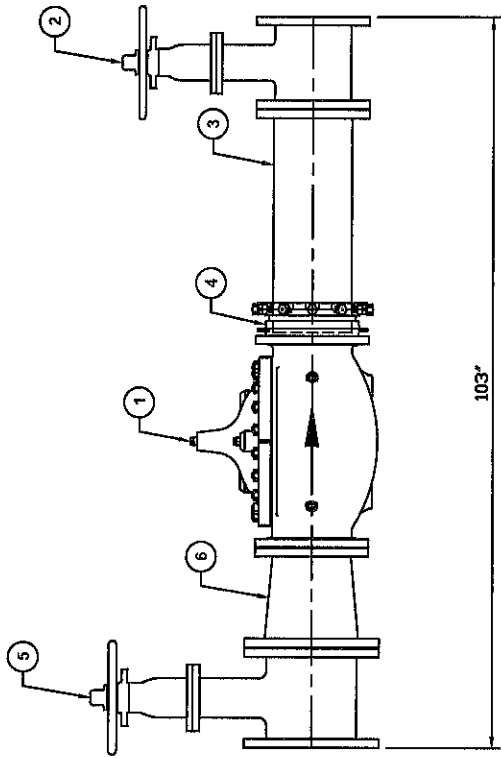
Quote Number Y24Q12592

Quote Date (mm/dd/yyyy) 04/15/2024
Lead Time (ex factory) 4-6 weeks

FOB Factory
Freight Full Freight Allowed
Currency USD\$

LN	Qty	Size	Model	Suffix Opt.	Description	KX Options (if applicable)	Unit Price	Ext. Price	N/L
0001	1.00	8"	Pipe Train		8" 131-DV BCSYKCX 24VDC Solenoids, X105LCW Limit Switch E9999910DSSSB150AG (2) 8" Gate Valves 8" Pipe Spool 8" Megaflange Reuse the existing DPT & X144D		\$19,113.00	\$19,113.00	Net
0002	1.00	10"	Pipe Train		10" 131-DV BCSYKCX 24VDC Solenoids, X105LCW Limit Switch E9999910DSSSB150AG (2) 10" Gate Valves 10" Pipe Spool 10" Megaflange Reuse the existing DPT & X144D		\$30,896.00	\$30,896.00	Net
0003	1.00		Shipping				\$2,000.00	\$2,000.00	Net
Grand Total								\$52,009.00	

BILL OF MATERIALS		
ITEM	QTY	DESCRIPTION
1	1	10" CLA-VAL MODEL 133 METERING CONTROL VALVE
2	1	10" NRS GATE VALVE (OPEN LEFT)
3	1	10" DUCTILE IRON FLG X PE PIPE SPOOL
4	1	10" EBAA MEGAFANGE
5	1	12" NRS GATE VALVE (OPEN LEFT)
6	1	12" X 10" DUCTILE IRON FLANGED CONCENTRIC REDUCER

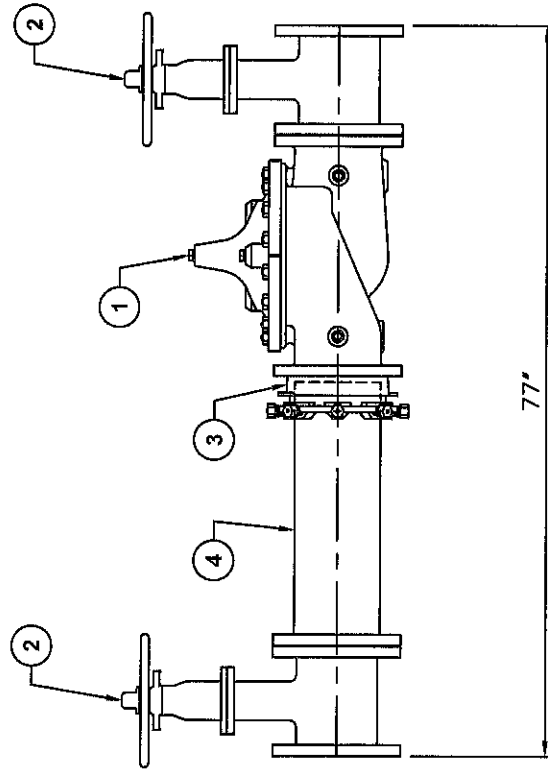


SECTION VIEW

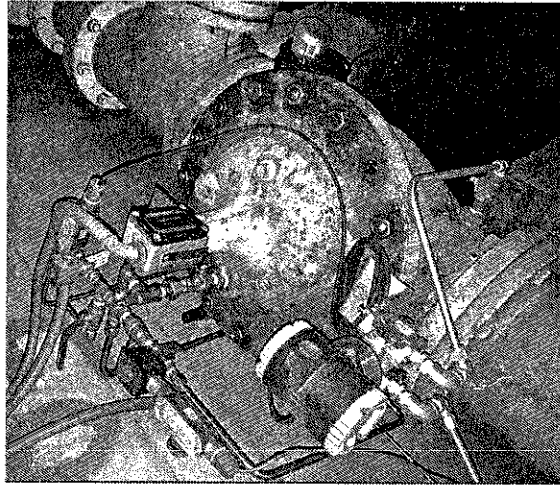
ESI FAB SYSTEMS
 15410 S MAHAFFIE ST
 OLATHE, KS 66062
 PH: 816-468-9119 - www.esiwater.com

EPS07812 - REV: 0
 PROJECT: COMPTON MWD C1

BILL OF MATERIALS		
ITEM	QTY	DESCRIPTION
1	1	8" CLA-VAL MODEL 133 METERING CONTROL VALVE
2	2	8" NRS GATE VALVE (OPEN LEFT)
3	1	8" EBAA MEGAFLANGE
4	1	8" DUCTILE IRON FLG X PE PIPE SPOOL



SECTION VIEW



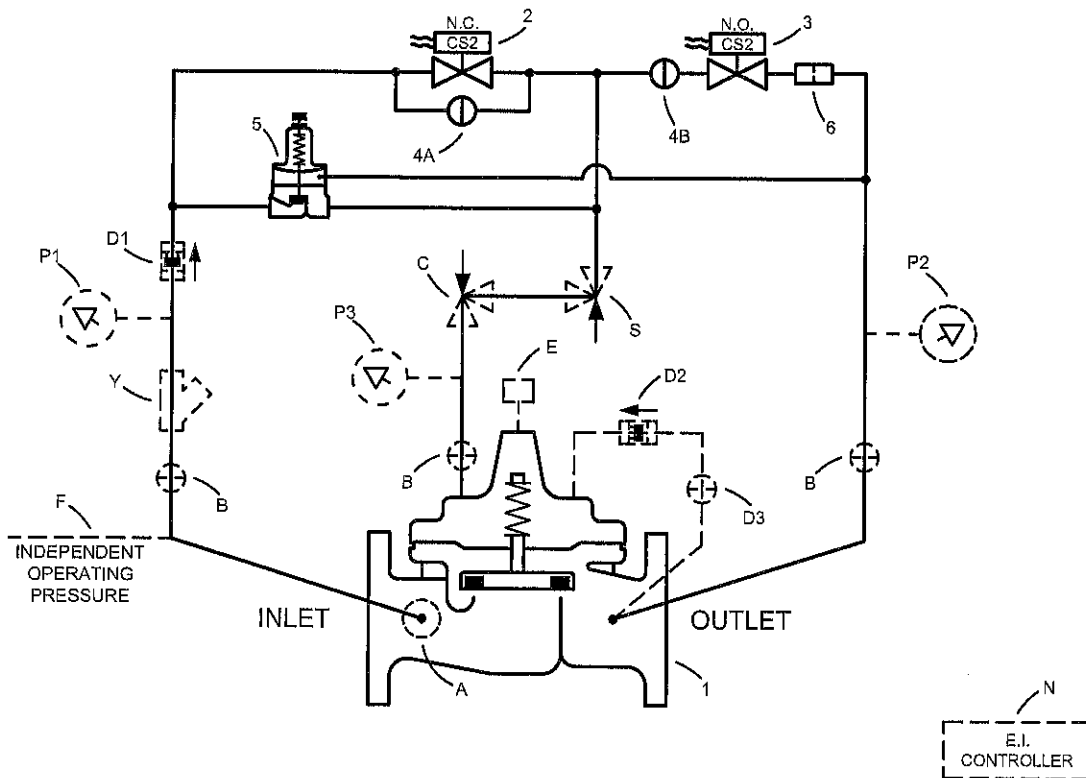
ESI FAB SYSTEMS
 15410 S MAHAFFIE ST
 OLATHE, KS 66062
 PH: 816-468-3119 • www.esiwater.com

EPS07810 - REV: 0
 PROJECT: COMPTON MWD C1



Model 131-DV

Electronic Interface Control Valve with Pressure Reducing Hydraulically Operated on Power Failure



CS2 CONFIGURATION

Standard Configuration for 6" & smaller 100-01 & 8" & smaller 100-20

NO.	BASIC COMPONENTS	QTY
1	HYTROL MAIN VALVE	1
2	SOLENOID CONTROL (NORMALLY CLOSED)	1
3	SOLENOID CONTROL (NORMALLY OPEN)	1
4	ISOLATION VALVE (SOLENOID BYPASS)	2
5	PRESSURE RELIEF CONTROL	1
6	RESTRICTION ASSEMBLY	1

NO.	OPTIONAL FEATURES	QTY
A	FLOW CLEAN STRAINER	1
B	ISOLATION VALVE	3
C	FLOW CONTROL (CLOSING)	1
D	CHECK VALVES WITH COCK	1
E	VALVE POSITION TRANSMITTER	1
F	INDEPENDENT OPERATING PRESSURE	
N	ELECTRONIC CONTROLLER (SINGLE)	1
P	PRESSURE GAUGE ASSEMBLY	3
S	FLOW CONTROL (OPENING)	1
Y	"Y" STRAINER	1
KC	EPOXY COATING	1



Cla-Val Co
 24100 Water Street Perris, CA 92570
 ServiceSCal@cla-val.com | 855-512-6965
 Salesperson: Lance Phillips
 lphillips@cla-val.com | 925-519-2154
<https://cla-val.com>

Estimate

Parent Account: 1459-0 CITY OF COMPTON 600 N Alameda St Compton, CA 90221-2605 United States	Service Account: City of Compton Well 20 1300 W El Segundo Blvd Compton, CA 90222	Reported By: Jose Garfias Phone: 310-605-6246 Mobile: 323-614-5106 Email: jgarfias@comptoncity.org
Estimate #: WO-00009455	Estimate Type: Rebuild	20% Off List Price

DETAILS

Booster 1

Model	60	Size	6"	
Quantity	Product		Unit Price	Total Amount
12.00	6" & 8" Cover NUT,HX 3/4 -10 ASH	303	\$8.00	\$96.00
1.00	6" BODY PU 100PAKC DEC		\$3,153.60	\$3,153.60
1.00	6" Kit, 60/61 Rubber Rebuild		\$412.80	\$412.80
1.00	6" PA Bearing 100P 303		\$746.40	\$746.40
1.00	6" Retainer Ring EX 2.012	SST	\$32.80	\$32.80
2.00	CDC-1	TESP	\$129.60	\$259.20
2.00	CK2 3/8" BALL VALVE STAINLESS STEEL 316	S	\$36.00	\$72.00
1.00	CSM11-A2-2 PILOT 120/60 1/4	AS	\$1,861.60	\$1,861.60
2.00	CV Speed Control 3/8" Stainless Steel		\$428.00	\$856.00
1.00	STAINLESS STEEL TUBING AND FITTINGS		\$420.00	\$420.00
2.00	X43 STRAINER 3/8 STAINLESS STEEL TT		\$108.00	\$216.00
3.00	Ω Labor, Prevailing Wage 2 People		\$355.00	\$1,065.00
				\$9,191.40

Booster 2

Model	60	Size	6"	
Quantity	Product		Unit Price	Total Amount
12.00	6" & 8" Cover NUT,HX 3/4 -10 ASH	303	\$8.00	\$96.00
1.00	6" BODY PU 100PAKC DEC		\$3,153.60	\$3,153.60
1.00	6" Kit, 60/61 Rubber Rebuild		\$412.80	\$412.80
1.00	6" PA Bearing 100P 303		\$746.40	\$746.40
1.00	6" Retainer Ring EX 2.012	SST	\$32.80	\$32.80
2.00	CDC-1	TESP	\$129.60	\$259.20
2.00	CK2 3/8" BALL VALVE STAINLESS STEEL 316	S	\$36.00	\$72.00
1.00	CSM11-A2-2 PILOT 120/60 1/4	AS	\$1,861.60	\$1,861.60

Quantity	Product	Unit Price	Total Amount
2.00	CV Speed Control 3/8" Stainless Steel	\$428.00	\$856.00
3.00	Labor, Prevailing Wage 2 People	\$355.00	\$1,065.00
1.00	STAINLESS STEEL TUBING AND FITTINGS	\$420.00	\$420.00
2.00	X43 STRAINER 3/8 STAINLESS STEEL TT	\$108.00	\$216.00
			\$9,191.40

Waste valve

Model	661	Size	4"
Quantity	Product	Unit Price	Total Amount
1.00	3" Bearing Retainer 100P 303	\$32.80	\$32.80
1.00	3" BODY PU 100PKC DEC	\$1,618.40	\$1,618.40
1.00	3" Disc Guide 100PM Stainless Steel 303	\$491.20	\$491.20
1.00	3" Disc Retainer 100PC Epoxy Coated IEC	\$609.60	\$609.60
1.00	3" Kit, 60/61 Rubber Rebuild	\$279.20	\$279.20
1.00	3" PA Bearing 100P 303	\$634.40	\$634.40
1.00	3" SEAT 100P Stainless Steel 316	\$700.00	\$700.00
1.00	3" SEAT O-RING -152 NBR	\$2.40	\$2.40
2.00	CDC-1 TESP	\$129.60	\$259.20
2.00	CK2 3/8" BALL VALVE STAINLESS STEEL 316 S	\$36.00	\$72.00
1.00	CSM11-A2-2 PILOT 120/60 1/4 AS	\$1,861.60	\$1,861.60
2.00	CV Speed Control 3/8" Stainless Steel	\$428.00	\$856.00
1.00	STAINLESS STEEL TUBING AND FITTINGS	\$400.00	\$400.00
2.00	X43 STRAINER 3/8 STAINLESS STEEL TT	\$108.00	\$216.00
3.00	Ω Labor, Prevailing Wage 2 People	\$355.00	\$1,065.00
3.50	Ω Travel - 2 Peopl	\$160.00	\$560.00
			\$9,657.80

Pre-Tax Estimate Total: \$28,040.60

NOTES:

For Scheduling, please contact: ServiceSCal@cla-val.com or 951-657-1718

Terms of Service:

1. Provide unobstructed site access for control valve service. This includes valves that are submerged under water, buried partially/completely with dirt, gravel, or other debris.
2. Customer responsible for isolating upstream and downstream isolation valves for zero pressure working conditions and/or draining pipeline if required prior to Cla-Val service arrival.
3. Providing overall safe working environment and notifying Cla-Val Service of potential hazards. (Permit Required Confined Space, Ladder Required For Access, Inside Building, Manhole Access, etc.)
4. Eight inch (8") and larger valves must have access for lifting equipment and/or crane truck to provide lifting assistance.
5. If customer has own lifting equipment (crane, hoist, etc.) customer is responsible for operating lifting equipment.
6. Delays caused by inoperable isolation valves, site access, etc., will be billed at standard labor rates.
7. Estimate does not include wear items, including but not limited to, diaphragm washer, disc retainer, stem/stem nut, valve seat, body, cover, hydraulic pilots, tubing, fittings, and solenoids unless otherwise stated in scope of work or listed in estimate.
8. Work shall occur during normal business hours. Weekend and after hours available for additional fee.
9. Estimate valid for 30 days.
10. Estimate is an approximation and is not guaranteed. Service is billed on actual time and materials.

Terms and Conditions: https://www.cla-val.com/documents/pdf3/CV_Customer_terms.pdf

By agreeing to this Estimate, I am affirming I am authorized to legally obligate the Company/Municipality/Utility/Tribe/Entity/ Organization listed on this Estimate to pay for goods and services provided under this Estimate, regardless of Purchase Order or Contract/Agreement on file. An invoice will follow the Cla-Val Service Report and/or Estimate and will be due upon receipt, unless otherwise explicitly stated on previously established purchase order or agreement. Interest will accrue at the rate of 1% per month from Invoice date.



Cla-Val Co
 24100 Water Street Perris, CA 92570
 ServiceSCal@cla-val.com | 855-512-6965
 Salesperson: Lance Phillips
 lphillips@cla-val.com | 925-519-2154
<https://cla-val.com>

Estimate

Parent Account: 1459-0 CITY OF COMPTON 600 N Alameda St Compton, CA 90221-2605 United States	Service Account: City of Compton Well 19 1119 E Tucker St Compton, CA 90221 United States	Reported By: Jose Garfias Phone: 310-605-6246 Mobile: 323-614-5106 Email: jgarfias@comptoncity.org
Estimate #: WO-00009454	Estimate Type: Rebuild	20% Off List Price

DETAILS

12inch Pump Control

Model		660	Size	12"
Quantity	Product		Unit Price	Total Amount
20.00	10" Cover NUT,HX 7/8-9 ASH 303		\$8.00	\$160.00
1.00	10" Kit, 60/61 Rubber Rebuild		\$722.40	\$722.40
2.00	CDC-1 H SP		\$152.80	\$305.60
2.00	CK2 3/8" BALL VALVE STAINLESS STEEL 316 S		\$36.00	\$72.00
1.00	CSM11-A2-2 DISTRIBUTOR SS		\$1,089.60	\$1,089.60
2.00	CV Speed Control 3/8" Stainless Steel		\$428.00	\$856.00
1.00	STAINLESS STEEL TUBING AND FITTINGS		\$500.00	\$500.00
2.00	X43 STRAINER 3/8 STAINLESS STEEL TT		\$108.00	\$216.00
5.00	Ω Labor, Prevailing Wage 2 People		\$355.00	\$1,775.00
				\$5,696.60

8 inch waste

Model		61	Size	8"	
Quantity	Product			Unit Price	Total Amount
16.00	6" & 8" Cover NUT,HX 3/4 -10 ASH 303			\$8.00	\$128.00
1.00	8" Kit, 60/61 Rubber Rebuild			\$686.40	\$686.40
2.00	CDC-1 TESP			\$129.60	\$259.20
2.00	CK2 3/8" BALL VALVE STAINLESS STEEL 316 S			\$36.00	\$72.00
1.00	CSM11-A2-2 DISTRIBUTOR SS			\$1,089.60	\$1,089.60
2.00	CV Speed Control 3/8" Stainless Steel			\$428.00	\$856.00
1.00	STAINLESS STEEL TUBING AND FITTINGS			\$460.00	\$460.00
2.00	X43 STRAINER 3/8 STAINLESS STEEL TT			\$108.00	\$216.00
4.00	Ω Labor, Prevailing Wage 2 People			\$355.00	\$1,420.00
					\$5,187.20

Relief valve

Model		50	Size	6"	
Quantity	Product			Unit Price	Total Amount
1.00	6" Kit, 50-01 Rubber Rebuild			\$453.60	\$453.60
1.00	6" STUD/NUT KIT 100 SST			\$79.20	\$79.20
1.00	CK2 1/2" BALL VALVE STAINLESS STEEL 316 S			\$36.00	\$36.00
2.00	CK2 3/8" BALL VALVE STAINLESS STEEL 316 S			\$36.00	\$72.00
1.00	CRL Pilot, Stainless Steel IS 20-200 1/2" 300S			\$1,634.40	\$1,634.40
1.00	STAINLESS STEEL TUBING AND FITTINGS			\$420.00	\$420.00
3.00	Ω Labor, Prevailing Wage 2 People			\$355.00	\$1,065.00
3.50	Ω Travel - 2 People			\$160.00	\$560.00
					\$4,320.20

Pre-Tax Estimate Total: \$15,976.80

NOTES:

For Scheduling, please contact: ServiceSCal@cla-val.com or 951-657-1718

Terms of Service:

1. Provide unobstructed site access for control valve service. This includes valves that are submerged under water, buried partially/completely with dirt, gravel, or other debris.
2. Customer responsible for isolating upstream and downstream isolation valves for zero pressure working conditions and/or draining pipeline if required prior to Cla-Val service arrival.
3. Providing overall safe working environment and notifying Cla-Val Service of potential hazards. (Permit Required Confined Space, Ladder Required For Access, Inside Building, Manhole Access, etc.)
4. Eight inch (8") and larger valves must have access for lifting equipment and/or crane truck to provide lifting assistance.
5. If customer has own lifting equipment (crane, hoist, etc.) customer is responsible for operating lifting equipment.
6. Delays caused by inoperable isolation valves, site access, etc., will be billed at standard labor rates.
7. Estimate does not include wear items, including but not limited to, diaphragm washer, disc retainer, stem/stem nut, valve seat, body, cover, hydraulic pilots, tubing, fittings, and solenoids unless otherwise stated in scope of work or listed in estimate.
8. Work shall occur during normal business hours. Weekend and after hours available for additional fee.
9. Estimate valid for 30 days.
10. Estimate is an approximation and is not guaranteed. Service is billed on actual time and materials.

Terms and Conditions: https://www.cla-val.com/documents/pdf3/CV_Customer_terms.pdf

By agreeing to this Estimate, I am affirming I am authorized to legally obligate the Company/Municipality/Utility/Tribe/Entity/ Organization listed on this Estimate to pay for goods and services provided under this Estimate, regardless of Purchase Order or Contract/Agreement on file. An invoice will follow the Cla-Val Service Report and/or Estimate and will be due upon receipt, unless otherwise explicitly stated on previously established purchase order or agreement. Interest will accrue at the rate of 1% per month from Invoice date.



Cla-Val Co

24100 Water Street Perris, CA 92570
 ServiceSCal@cla-val.com | 855-512-6965
 Salesperson: Lance Phillips
 lphillips@cla-val.com | 925-519-2154
<https://cla-val.com>

Estimate

Parent Account: 1459-0 CITY OF COMPTON 600 N Alameda St Compton, CA 90221-2605 United States	Service Account: City of Compton Well 18 1824 N. Santa Fe Ave Compton, CA 90221	Reported By: Jose Garfias Phone: 310-605-6246 Mobile: 323-614-5106 Email: jgarfias@comptoncity.org
Estimate #: WO-00009453	Estimate Type: Rebuild	20% Off List Price

DETAILS

660-11

Model	660	Size	12"
Quantity	Product	Unit Price	Total Amount
1.00	10" BODY PU 100PAKC DEC	\$4,713.60	\$4,713.60
18.00	10" Cover NUT,HX 7/8-9 ASH 303	\$8.00	\$144.00
1.00	10" PA Bearing 100P 303	\$1,127.20	\$1,127.20
20.00	10" PA STUD,THD 7/8-9 STL	\$61.60	\$1,232.00
1.00	10" Seat 100P Stainless Steel 316	\$2,477.60	\$2,477.60
1.00	10" Seat O-RING -275 NBR	\$10.40	\$10.40
2.00	CDC-1 H SP	\$152.80	\$305.60
2.00	CK2 1/2" BALL VALVE STAINLESS STEEL 316 S	\$36.00	\$72.00
1.00	CSM11-HC 120/60 1/2 AS	\$2,247.20	\$2,247.20
2.00	CV Speed Control 3/8" Stainless Steel	\$428.00	\$856.00
1.00	REBUILD,KIT 100-03KC ASSY 10 DS 150	\$8,037.60	\$8,037.60
1.00	STAINLESS STEEL TUBING AND FITTINGS	\$500.00	\$500.00
2.00	X43 STRAINER 3/8 STAINLESS STEEL TT	\$108.00	\$216.00
1.00	X56 NUT ASSY CSM11 10STL	\$134.40	\$134.40
5.00	Q Labor, Prevailing Wage 2 People	\$355.00	\$1,775.00
			\$23,848.60

Waste Valve

Model	50	Size	8"
Quantity	Product	Unit Price	Total Amount
1.00	8" Kit, REBUILD ASSY DS ALL (Includes: Kit, Guide, Stem, Stem Nut, Retainer, Washer, Studs, Nut	\$3,327.20	\$3,327.20
1.00	8" SEAT 100 Stainless Steel 316	\$1,320.80	\$1,320.80
1.00	8" SEAT O-RING -173 NBR	\$5.60	\$5.60
1.00	CK2 1/2" BALL VALVE STAINLESS STEEL 316 S	\$36.00	\$36.00

Quantity	Product	Unit Price	Total Amount
2.00	CK2 3/8" BALL VALVE STAINLESS STEEL 316 S	\$36.00	\$72.00
1.00	CRL Pilot, Stainless Steel IS 20-200 1/2" 300S	\$1,634.40	\$1,634.40
1.00	Stainless Steel Tubing & Fittings Partial	\$460.00	\$460.00
1.00	X44A .125 TESP	\$772.80	\$772.80
5.00	Ω Labor, Prevailing Wage 2 People	\$355.00	\$1,775.00
3.50	Ω Travel - 2 People	\$160.00	\$560.00
			\$9,963.80

Pre-Tax Estimate Total: \$33,874.00

NOTES:

For Scheduling, please contact: ServiceSCal@cla-val.com or 951-657-1718

Terms of Service:

1. Provide unobstructed site access for control valve service. This includes valves that are submerged under water, buried partially/completely with dirt, gravel, or other debris.
2. Customer responsible for isolating upstream and downstream isolation valves for zero pressure working conditions and/or draining pipeline if required prior to Cla-Val service arrival.
3. Providing overall safe working environment and notifying Cla-Val Service of potential hazards. (Permit Required Confined Space, Ladder Required For Access, Inside Building, Manhole Access, etc.)
4. Eight inch (8") and larger valves must have access for lifting equipment and/or crane truck to provide lifting assistance.
5. If customer has own lifting equipment (crane, hoist, etc.) customer is responsible for operating lifting equipment.
6. Delays caused by inoperable isolation valves, site access, etc., will be billed at standard labor rates.
7. Estimate does not include wear items, including but not limited to, diaphragm washer, disc retainer, stem/stem nut, valve seat, body, cover, hydraulic pilots, tubing, fittings, and solenoids unless otherwise stated in scope of work or listed in estimate.
8. Work shall occur during normal business hours. Weekend and after hours available for additional fee.
9. Estimate valid for 30 days.
10. Estimate is an approximation and is not guaranteed. Service is billed on actual time and materials.

Terms and Conditions: https://www.cla-val.com/documents/pdf3/CV_Customer_terms.pdf

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Cla-Val Co

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 Salesperson: Lance Phillips
 lphillips@cla-val.com | 925-519-2154
<https://cla-val.com>

Estimate

Parent Account: 1459-0 CITY OF COMPTON 600 N Alameda St Compton, CA 90221-2605 United States	Service Account: City of Compton Well 17 480 W. Compton Blvd Compton, CA 90220	Reported By: Jose Garfias Phone: 310-605-6246 Mobile: 323-614-5106 Email: jgarfias@comptoncity.org
Estimate #: WO-00009452	Estimate Type: Rebuild	20% Off List Price

DETAILS

50-05 waste valve

Model		50	Size	6"	
Quantity	Product			Unit Price	Total Amount
1.00	3/8" Hytrol 100-01 Stainless Steel 999999TESS 300SG			\$567.20	\$567.20
1.00	6" 100-02 O-RING -335 NBR			\$19.20	\$19.20
1.00	6" Kit, REBUILD ASSY DS ALL (Includes: Kit, Guide, Stem, Stem Nut, Retainer, Washer, Studs, Nut			\$2,017.60	\$2,017.60
1.00	6" SEAT 100 Stainless Steel 316			\$998.40	\$998.40
1.00	CDC-1 H SP			\$152.80	\$152.80
2.00	CK2 1/2" BALL VALVE STAINLESS STEEL 316 S			\$36.00	\$72.00
2.00	CK2 3/8" BALL VALVE STAINLESS STEEL 316 S			\$36.00	\$72.00
1.00	CRL Pilot, Stainless Steel IS 20-200 1/2" 300S			\$1,634.40	\$1,634.40
1.00	CS2S 120/60 NC1/2 SS Acuating Diaphragm Solenoid			\$1,569.60	\$1,569.60
1.00	STAINLESS STEEL TUBING AND FITTINGS			\$420.00	\$420.00
1.00	X44A .125 TESP			\$772.80	\$772.80
4.00	Ω Labor, Prevailing Wage 2 People			\$355.00	\$1,420.00
					\$9,716.00

System valve

Model		40	Size	8"	
Quantity	Product			Unit Price	Total Amount
1.00	8" Kit, REBUILD ASSY DS ALL (Includes: Kit, Guide, Stem, Stem Nut, Retainer, Washer, Studs, Nut			\$3,327.20	\$3,327.20
1.00	8" SEAT 100 Stainless Steel 316			\$1,320.80	\$1,320.80
1.00	8" SEAT O-RING	-173	NBR	\$5.60	\$5.60
1.00	CDC-1	TESP		\$129.60	\$129.60
1.00	CDC-1	TQ316		\$652.80	\$652.80
1.00	CDHS18	1/4S	30-480 TESS 300S	\$1,334.40	\$1,334.40
1.00	CK2 3/4" BALL VALVE STAINLESS STEEL 316 S			\$44.00	\$44.00

Quantity	Product	Unit Price	Total Amount
4.00	CK2 3/8" BALL VALVE STAINLESS STEEL 316 S	\$36.00	\$144.00
1.00	STAINLESS STEEL TUBING AND FITTINGS	\$460.00	\$460.00
3.50	Travel - 2 People	\$160.00	\$560.00
4.00	Ω Labor, Prevailing Wage 2 People	\$355.00	\$1,420.00
			\$9,398.40

Pre-Tax Estimate Total: \$19,114.40

NOTES:

For Scheduling, please contact: ServiceSCal@cla-val.com or 951-657-1718

Terms of Service:

1. Provide unobstructed site access for control valve service. This includes valves that are submerged under water, buried partially/completely with dirt, gravel, or other debris.
2. Customer responsible for isolating upstream and downstream isolation valves for zero pressure working conditions and/or draining pipeline if required prior to Cla-Val service arrival.
3. Providing overall safe working environment and notifying Cla-Val Service of potential hazards. (Permit Required Confined Space, Ladder Required For Access, Inside Building, Manhole Access, etc.)
4. Eight inch (8") and larger valves must have access for lifting equipment and/or crane truck to provide lifting assistance.
5. If customer has own lifting equipment (crane, hoist, etc.) customer is responsible for operating lifting equipment.
6. Delays caused by inoperable isolation valves, site access, etc., will be billed at standard labor rates.
7. Estimate does not include wear items, including but not limited to, diaphragm washer, disc retainer, stem/stem nut, valve seat, body, cover, hydraulic pilots, tubing, fittings, and solenoids unless otherwise stated in scope of work or listed in estimate.
8. Work shall occur during normal business hours. Weekend and after hours available for additional fee.
9. Estimate valid for 30 days.
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Salesperson: Lance Phillips
lphillips@cla-val.com | 925-519-2154
<https://cla-val.com>

Estimate

Parent Account: 1459-0 CITY OF COMPTON 600 N Alameda St Compton, CA 90221-2605 United States	Service Account: City of Compton Well 16 575 E Weber Ave Compton, CA 90222	Reported By: Jose Garfias Phone: 310-605-6246 Mobile: 323-614-5106 Email: jgarfias@comptoncity.org
Estimate #: WO-00009451	Estimate Type: Installation	20% Off List Price

DETAILS

Waste valve

Model		61	Size	8"	
Quantity	Product			Unit Price	Total Amount
1.00	8" Complete 61-02 w/ SS Tubes and Fittings (Angle)			\$15,350.00	\$15,350.00
1.00	Flange Gaskets & Bolts			\$200.00	\$200.00
3.50	Travel - 2 People			\$160.00	\$560.00
8.00	Ω Labor, Prevalling Wage 2 People			\$355.00	\$2,840.00
					\$18,950.00

Pre-Tax Estimate Total: \$18,950.00

NOTES:

For Scheduling, please contact: ServiceSCal@cla-val.com or 951-657-1718

Terms of Service:

1. Provide unobstructed site access for control valve service. This includes valves that are submerged under water, buried partially/completely with dirt, gravel, or other debris.
2. Customer responsible for isolating upstream and downstream isolation valves for zero pressure working conditions and/or draining pipeline if required prior to Cla-Val service arrival.
3. Providing overall safe working environment and notifying Cla-Val Service of potential hazards. (Permit Required Confined Space, Ladder Required For Access, Inside Building, Manhole Access, etc.)
4. Eight inch (8") and larger valves must have access for lifting equipment and/or crane truck to provide lifting assistance.
5. If customer has own lifting equipment (crane, hoist, etc.) customer is responsible for operating lifting equipment.
6. Delays caused by inoperable isolation valves, site access, etc., will be billed at standard labor rates.
7. Estimate does not include wear items, including but not limited to, diaphragm washer, disc retainer, stem/stem nut, valve seat, body, cover, hydraulic pilots, tubing, fittings, and solenoids unless otherwise stated in scope of work or listed in estimate.
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lphillips@cla-val.com | 925-519-2154
<https://cla-val.com>

Estimate

Parent Account: 1459-0 CITY OF COMPTON 600 N Alameda St Compton, CA 90221-2605 United States	Service Account: City of Compton Well 15 341 W Glencoe St Compton, CA 90220 United States	Reported By: Jose Garfias Phone: 310-605-6246 Mobile: 323-614-5106 Email: jgarfias@comptoncity.org
Estimate #: WO-00009450	Estimate Type: Installation	20% Off List Price

DETAILS

Pump Control

Model		60	Size	4"	
Quantity	Product			Unit Price	Total Amount
1.00	4" Complete 61-02 w/ SS Tubes and Fittings (Angle)			\$7,682.00	\$7,682.00
1.00	Flange Gaskets & Bolts			\$100.00	\$100.00
3.50	Travel - 2 People			\$160.00	\$560.00
4.00	Ω Labor, Prevailing Wage 2 People			\$355.00	\$1,420.00
					\$9,762.00

Pre-Tax Estimate Total: \$9,762.00

NOTES:

For Scheduling, please contact: ServiceSCal@cla-val.com or 951-657-1718

Terms of Service:

1. Provide unobstructed site access for control valve service. This includes valves that are submerged under water, buried partially/completely with dirt, gravel, or other debris.
2. Customer responsible for isolating upstream and downstream isolation valves for zero pressure working conditions and/or draining pipeline if required prior to Cla-Val service arrival.
3. Providing overall safe working environment and notifying Cla-Val Service of potential hazards. (Permit Required Confined Space, Ladder Required For Access, Inside Building, Manhole Access, etc.)
4. Eight inch (8") and larger valves must have access for lifting equipment and/or crane truck to provide lifting assistance.
5. If customer has own lifting equipment (crane, hoist, etc.) customer is responsible for operating lifting equipment.
6. Delays caused by inoperable isolation valves, site access, etc., will be billed at standard labor rates.
7. Estimate does not include wear items, including but not limited to, diaphragm washer, disc retainer, stem/stem nut, valve seat, body, cover, hydraulic pilots, tubing, fittings, and solenoids unless otherwise stated in scope of work or listed in estimate.
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<https://cla-val.com>

Estimate

Parent Account: 1459-0 CITY OF COMPTON 600 N Alameda St Compton, CA 90221-2605 United States	Service Account: City of Compton Well 11 841 W Greenleaf Blvd Compton, CA 90220 United States	Reported By: Jose Garfias Phone: 310-605-6246 Mobile: 323-614-5106 Email: jgarfias@comptoncity.org
Estimate #: WO-00009449	Estimate Type: Installation	20% Off List Price

DETAILS

Pump Control

Model		61	Size	4"	
Quantity	Product			Unit Price	Total Amount
1.00	4" Complete 61-02 w/ SS Tubes and Fittings (Angle)			\$7,682.00	\$7,682.00
1.00	Flange Gasket & Bolts			\$100.00	\$100.00
4.00	Labor, Prevailing Wage 2 People			\$355.00	\$1,420.00
3.50	Travel - 2 People			\$160.00	\$560.00
					\$9,762.00

Pre-Tax Estimate Total: \$9,762.00

NOTES:

For Scheduling, please contact: ServiceSCal@cla-val.com or 951-657-1718

Terms of Service:

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2. Customer responsible for isolating upstream and downstream isolation valves for zero pressure working conditions and/or draining pipeline if required prior to Cla-Val service arrival.
3. Providing overall safe working environment and notifying Cla-Val Service of potential hazards. (Permit Required Confined Space, Ladder Required For Access, Inside Building, Manhole Access, etc.)
4. Eight inch (8") and larger valves must have access for lifting equipment and/or crane truck to provide lifting assistance.
5. If customer has own lifting equipment (crane, hoist, etc.) customer is responsible for operating lifting equipment.
6. Delays caused by inoperable isolation valves, site access, etc., will be billed at standard labor rates.
7. Estimate does not include wear items, including but not limited to, diaphragm washer, disc retainer, stem/stem nut, valve seat, body, cover, hydraulic pilots, tubing, fittings, and solenoids unless otherwise stated in scope of work or listed in estimate.
8. Work shall occur during normal business hours. Weekend and after hours available for additional fee.
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 lphillips@cla-val.com | 925-519-2154
<https://cla-val.com>

Estimate

Parent Account: 1459-0 City of Compton 205 S Willowbrook Ave Compton, CA 90220 United States	Service Account: City of Compton Well 13 700 E Caldwell St Compton, CA 90221 United States	Reported By: Jose Garfias Phone: 310-605-6246 Mobile: 323-614-5106 Email: jgarfias@comptoncity.org
Estimate #: WO-00009428	Estimate Type: Preventative Maintenance	20% Off List Price

DETAILS

Pump Control

Model		61	Size	4"	
Quantity	Product			Unit Price	Total Amount
2.00	4" Diaphragm Washer 100 Epoxy Coated IEC			\$274.40	\$548.80
1.00	4" Disc Retainer 100 Epoxy Coated IEC			\$297.60	\$297.60
1.00	4" Kit, 60/61 Rubber Rebuild			\$363.20	\$363.20
1.00	CDC Kit, Rubber Rebuild 3/8" B			\$14.40	\$14.40
1.00	CSM11-A2-2 DISTRIBUTOR SS			\$1,089.60	\$1,089.60
2.00	CV Speed Control 3/8" Stainless Steel			\$428.00	\$856.00
3.50	Travel - 2 People			\$160.00	\$560.00
2.00	Ω Labor, Prevailing Wage 2 People			\$355.00	\$710.00
					\$4,439.60

Pre-Tax Estimate Total: \$4,439.60

NOTES:

For Scheduling, please contact: ServiceSCal@cla-val.com or 951-657-1718

Terms of Service:

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June 04, 2024

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY CONTROLLER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A MULTI-YEAR PROFESSIONAL SERVICES AGREEMENT WITH MGT OF AMERICA CONSULTING, LLC (\$36,244) FOR SENATE BILL 90 CONSULTING SERVICES, AND TO ISSUE A PURCHASE ORDER IN THE AMOUNT OF TWELVE THOUSAND FOUR HUNDRED FORTY-FOUR DOLLARS (\$12,444) FOR MGT OF AMERICA CONSULTING, LLC FOR SERVICES TO BE PROVIDED IN THE FIRST YEAR.

SUMMARY

Staff is requesting that the City Council consider adopting a Resolution authorizing the City Manager to enter into a three (3) year professional services agreement (along with authorization to extend the term of the agreement for two (2) additional years) with MGT of America Consulting, LLC to provide Senate Bill 90 (SB90) consulting services to the City, and to issue a Purchase Order for the amount of Twelve Thousand Four Hundred Forty-Four Dollars (\$12,444) for services to be provided by MGT of America Consulting, LLC in the first year.

BACKGROUND

For much of California's history, the Legislature and state regulatory agencies have taken actions that mandate local governments to implement various programs and services, many of which came at a cost to the local government. In 1972, the Legislature recognized this cost, and enacted Senate Bill 90, which stipulates that the state must reimburse local governments for the costs of any new program or higher level of service mandated by the Legislature or a state agency.

The City needs a consultant to assist with the implementation of the Senate Bill 90 (SB90) for the possibility of recouping some of the City's cost for implementing state mandated programs and services.

STATEMENT OF ISSUE

In August 2023, City staff released an RFP (Request for Proposal) for Consulting Services for Senate Bill 90 (SB90). Some of the key expected deliverables mentioned in the RFP were the following:

- Provide the City with a list of all eligible claims, as well as program summary and data collection forms.
- Prepare all necessary department-wide indirect cost rate proposals (ICRPs) in accordance with OMB A-87.
- Ensure that all eligible annual claims are filed on time, and coax departments to ensure that all eligible claims are filed timely.
- Prepare claims and provide the completed claims, including all related backup, and ICRPs.
- Identify new claims that are expected to become mandated programs. Provide descriptions of these claims and data collection needs to the appropriate City Department/Office and SB-90 Coordinator.
- Perform an internal quality assurance review of all claims.
- Serve as a liaison with the State Controller's Office.
- Consultant shall respond to all filings by all State of California agencies and other parties. Consultant shall monitor and assist in, if required, providing to the Legislature information related to the appropriation legislation that will provide funding for the actual cost claims.

The City received one bid in response to the RFP. The one response was from MGT of America Consulting, LLC. Staff from the Controller's Department reviewed the proposal and conducted an interview with the firm. During the interview, the candidate was asked a series of questions and were allowed to present a short presentation of their structure, capabilities, and possible opportunities for the City. After reviewing the proposal, conducting the interview, and calling references, staff has determined that MGT of America Consulting, LLC is qualified for providing SB90 consultation services to the City.

MGT of America Consulting, LLC is uniquely qualified to provide the City with great staff assistance and the highest level of service available in the state mandate claiming area. They are a national consulting firm specializing in assisting public sector clients to operate more efficiently and effectively. Their goal for the SB90 implementation is to produce and file state mandated cost claims that will maximize the City's opportunities of recouping funds that have been used for implementing state mandated programs and services.

Staff believes that MGT of America Consulting, LLC's knowledge, capabilities, and experience with working with local municipalities will be a significant assistance to the City of Compton. Their experience in the implementation process of the SB90 will assist the City in maximizing its chances of regaining funds used for mandated services and programs.

For MGT of America Consulting, LLC to provide their services, the cost to the City for a three (3) year term will be Thirty-Six Thousand Two Hundred Forty-Four Dollars (\$36,244).

The yearly breakdown of the prices are as follows:

Year 1- \$12,444
Year 2- \$11,900
Year 3- \$11,900
Year 4- \$12,200 (Optional)
Year 5- \$12,500 (Optional)

Total (Yrs. 1-3) – \$36,444
Total (Including Optional Yrs.) – \$60,944

**Please refer to Exhibit A for the Dollar Cost Bid*

Staff is requesting authorization be given to enter into a multi-year agreement with MGT of America Consulting, LLC for Senate Bill 90 Consulting Services (\$36,244), and to open a Purchase Order in the amount of Twelve Thousand Four Hundred Forty-Four Dollars (\$12,444) for services to be provided by MGT of America Consulting, LLC in the first year.

FISCAL IMPACT

Funding for MGT of America Consulting, LLC's services are currently budgeted in the Fiscal Year 2023-2024 budget:

<u>Account Code</u>	<u>Account Name</u>	<u>Amount</u>
1001-650-000-4266	General Fund City Controller's Department Contract Services	\$12,444

Funding for future services will be allocated in future City budgets.

RECOMMENDATION

Staff recommends the City Council to adopt the attached Resolution to authorize the City Manager to enter into a multi-year agreement with MGT of America Consulting, LLC (\$36,244), and also authorize the City Manager to open a Purchase Order for MGT of America Consulting LLC in the amount of Twelve Thousand Four Hundred Forty-Four Dollars (\$12,444) for SB90 Consulting Services in the first year.

Staff Report – Resolution Authorizing Multi-Year Agreement
MGT of America Consulting, LLC. (Senate Bill 90 Consulting Services)
June 04, 2024
Page. 4

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 MULTI-YEAR PROFESSIONAL SERVICES AGREEMENT WITH MGT OF AMERICA CONSULTING, LLC (\$36,244) FOR SENATE BILL 90 CONSULTING SERVICES, AND TO ISSUE A PURCHASE ORDER IN THE AMOUNT OF TWELVE THOUSAND FOUR HUNDRED FORTY-FOUR DOLLARS (\$12,444) FOR MGT OF AMERICA CONSULTING, LLC FOR SERVICES TO BE PROVIDED IN THE FIRST YEAR

WHEREAS, for much of California's history, the Legislature and state regulatory agencies have taken actions that mandate counties to implement various programs and services, many of which came at a cost to the City. In 1972, the Legislature recognized this cost, and enacted Senate Bill 90, which stipulates that the state must reimburse local governments for the costs of any new program or higher level of service mandated by the Legislature or a state; and

WHEREAS, the City needs a consultant to assist with the implementation of the Senate Bill 90 (SB90) for the possibility of recouping some of the City's cost for implementing state mandated programs and services; and

WHEREAS, in August 2023, City staff released an RFP (Request for Proposal) for Consulting Services for Senate Bill 90 (SB90); and

WHEREAS, the City received one bid in response to the RFP. The one response was from MGT of America Consulting, LLC; and

WHEREAS, staff from the Controller's Department reviewed the proposal and conducted an interview with the firm. During the interview, the candidate was asked a series of questions and were allowed to present a short presentation of their structure, capabilities, and possible opportunities for the City; and

WHEREAS, after reviewing the proposal and conducting the interview, staff has determined that MGT of America Consulting, LLC is qualified for providing SB90 consultation services to the City; and

WHEREAS, MGT of America Consulting, LLC is uniquely qualified to provide the City with great staff assistance and the highest level of service available in the state mandate claiming area. They are a national consulting firm specializing in assisting public sector clients to operate more efficiently and effectively. Their goal for the SB90 implementation is to produce and file state mandated cost claims that will maximize the City's opportunities of recouping funds that have been used for implementing state mandated programs and services; and

WHEREAS, staff believes that MGT of America Consulting, LLC's knowledge, capabilities, and experience with working with local municipalities will be a significant assistance to the City of Compton. Their experience in the implementation process of the SB90 will assist the City in maximizing its chances of regaining funds used for mandated services and programs; and

WHEREAS, for MGT of America Consulting, LLC to provide their services, the cost to the City for a three (3) year term will be Thirty-Six Thousand Two Hundred Forty-Four Dollars (\$36,244),

The yearly breakdown of the prices are as follows:

Year 1- \$12,444
Year 2- \$11,900
Year 3- \$11,900
Year 4- \$12,200 (Optional)
Year 5- \$12,500 (Optional)

Total (Yrs. 1-3) – \$36,444
Total (Including Optional Yrs.) – \$60,944

WHEREAS, staff is requesting authorization be given to enter into a multi-year agreement with MGT of America Consulting, LLC for Senate Bill 90 Consulting Services (\$36,244), and to open a Purchase Order in the amount of Twelve Thousand Four Hundred Forty-Four Dollars (\$12,444) for services to be provided by MGT of America Consulting, LLC in the first year; and

WHEREAS, funding for MGT of America Consulting, LLC consulting services are currently budgeted in the Fiscal Year 2023-2024 budget:

<u>Account Code</u>	<u>Account Name</u>	<u>Amount</u>
1001-650-000-4266	General Fund City Controller's Department Contract Services	\$12,444

WHEREAS, funding for future services will be allocated in future City budgets; and

WHEREAS, staff recommends the City Council to adopt the attached Resolution to authorize the City Manager to enter into a multi-year agreement with MGT of America Consulting, LLC (\$36,244), and also authorize the City Manager to open a Purchase Order for MGT of America Consulting LLC in the amount of Twelve Thousand Four Hundred Forty-Four Dollars (\$12,444) for SB90 Consulting Services in the first year; and

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

SECTION 1. That the City Manager is hereby authorized to enter into a multi-year professional services agreement with MGT of America Consulting, LLC for SB90 Consulting Services (\$36,244).

SECTION 2. That a Purchase Order is to be issued for the amount of Twelve Thousand Four Hundred Forty-Four Dollars (\$12,444) for services to be provided by MGT of America Consulting, LLC in the first year from account:

<u>Account Code</u>	<u>Account Name</u>	<u>Amount</u>
1001-650-000-4266	General Fund City Controller's Department Contract Services	\$12,444

SECTION 3. 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 4. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this _____ day of _____, 2024.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CLERK OF THE CITY OF COMPTON

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

I, Vernell McDaniel, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on this _____ day of _____, 2024.

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

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

CITY CLERK OF THE CITY OF COMPTON

BID OPENING CHECKLIST:

DATE OF THE RFP OPENING: August 16, 2023

SUBMISSION DUE DATE: August 31, 2023 @ 4:00 PM

PROJECT: 2023 – CITY CONTROLLER – On-Call Professional Services for Senate Bill 90 (SB90)

PROJECT MANAGER/CONTACT PERSON: SHARON RHABAN

[illegible]

Consulting Services for Senate Bill 90 (SB 90)

CITY OF COMPTON,
CALIFORNIA

Proposal

AUGUST 31, 2023

BID NOTIFICATION NUMBER:
10488956



Submitted by:

PATRICK DYER

VICE PRESIDENT, PERFORMANCE SOLUTIONS
3600 AMERICAN RIVER DRIVE, SUITE 150
SACRAMENTO, CA 95864

916.443.3411

pdyer@mgtconsulting.com

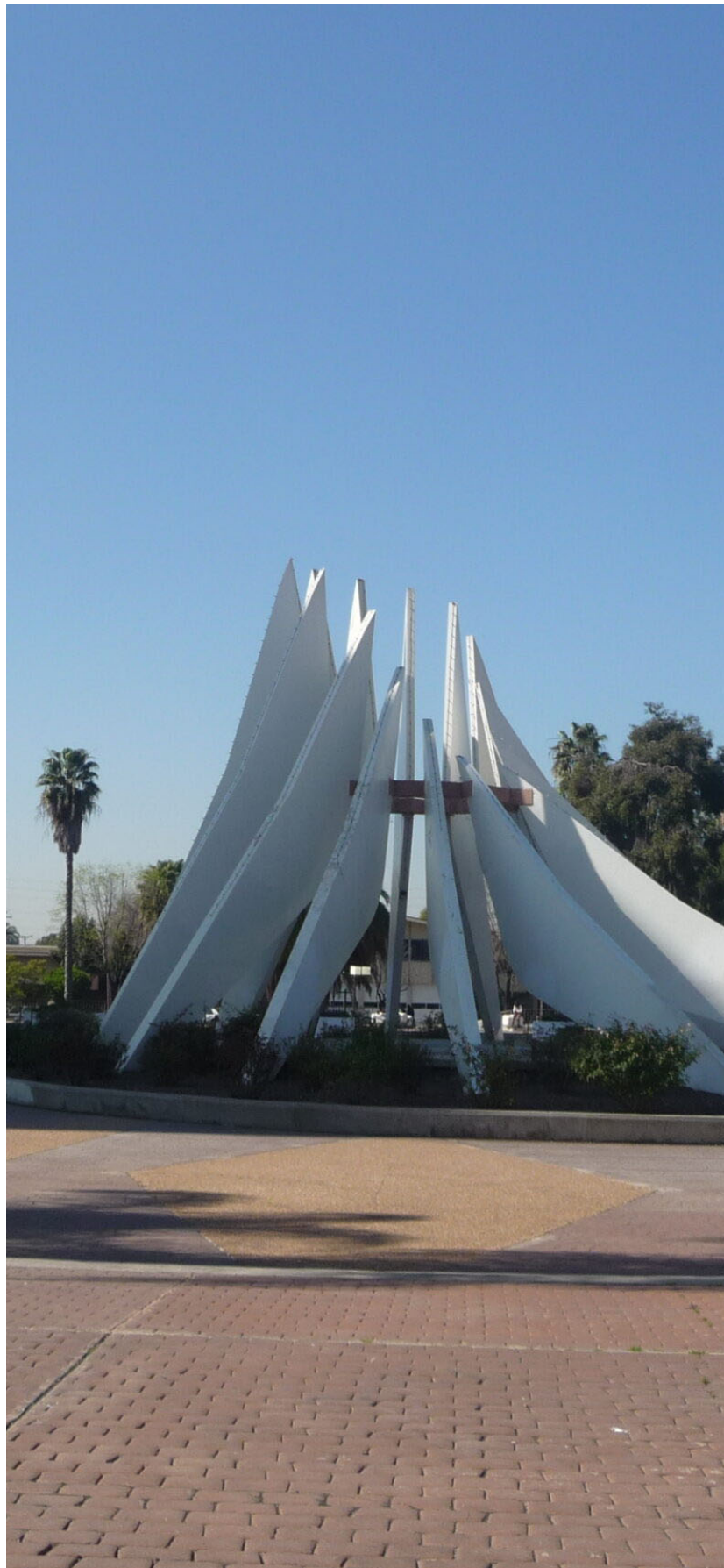


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Transmittal Letter

August 31, 2023

Ms. Jocelyn Logan
Deputy City Controller
City Hall, City of Compton
205 South Willow brook Avenue
Compton, CA 90220
jlogan@comptoncity.org
Tel: (310) 605-5584

SUBJECT: BID NOTIFICATION #: 10488956 - CONSULTING SERVICES FOR SENATE BILL 90 (SB 90)

Dear Ms. Logan:

We appreciate the opportunity to provide the City of Compton ("City") with this proposal for State Mandated Cost Claiming Services (SB 90). This proposal is proposed for a 3-year term with two options years to renew. The proposed time period is for FY23-24, 24-25, 25-26 with options years for FY26-27 and 27-28. MGT of America Consulting, LLC (MGT) believes that we offer the City solutions that will meet your specific objectives while providing the best value. MGT is uniquely qualified to provide the City with the best staffing and highest level of service available in the state mandate claiming area. Our primary goal for this SB 90 engagement is to produce and file state mandated cost claims that maximize revenue while being technically sound and accurate. We will provide the City with a turn-key approach to state mandated cost claiming while minimizing the impact on your department staff and resources.

MGT's SB 90 claiming services will be ready to implement upon completion and will be trusted by your staff and officials.

- ♦ **Leaders in Local Government SB 90 Services.** No other firm comes close to meeting our staff experience, knowledge, and expertise. MGT is the only firm that has multiple consultants with over 15 years of experience in the SB 90 arena. The MGT Financial Solutions team is the most experienced staff in California, having completed hundreds of similar projects.
- ♦ **Intuitive & Powerful Spreadsheet Calculation Models.** MGT uses powerful, user-friendly spreadsheet models to calculate overhead rates.

We appreciate the opportunity to continue this partnership. If you have any questions, please contact **Ruben Rivas at rrivas@mgtconsulting.com or 831.227.3911**. As a Vice President, I am authorized to make commitments, including financial ones, on behalf of MGT for all aspects of this proposal. This proposal is a firm and irrevocable offer for 90 days.



TRANSMITTAL LETTER

Sincerely,

A handwritten signature in blue ink, appearing to read "Patrick J. Dyer". The signature is fluid and cursive, with the first name "Patrick" being more prominent and the last name "Dyer" following in a similar style.

Patrick J. Dyer, Vice President, Performance Solutions
Authorized to Bind the Firm



Technical Proposal

License to Practice in California

MGT is licensed to practice in the state of California. Our California Business License is provided in **Appendix D**.

Firm's Qualifications and Experience

MGT History and Organization Structure

MGT of America Consulting, LLC (MGT) began operations in 1974 as a public sector research firm and has expanded its consulting capabilities and client offerings over the years. We are a national consulting firm specializing in ***assisting public sector clients to operate more efficiently and effectively***. A significant portion of MGT's work is repeat business, reflecting a high level of customer satisfaction in our ability to provide exceptional professional services.

MGT is organized as a privately held, employee-owned and financially stable limited liability company with a deep roster of experienced cost allocation experts, support resources, and a commitment to serve the public. It's our people that are the driving force behind the impact we create. Every member of the firm has a vested interest in the successful completion of every project, for every client. This mindset is embedded in our culture in is at the heart of what we do: ***we change the communities we serve – for good.***

MGT has acquired a keen understanding of the structures, operations, and issues facing public agencies. This understanding comes from **nearly 50 years** of extensive experience providing financial and management consulting services to state and local governments, and the prior work experience of our consultants. We are not the biggest, oldest, or highest profile consulting firm; just the best for combining firm qualifications and consultants' cost allocation expertise with the needs of cities, counties, and state agencies.

Prior to working as consultants, many of our consultants worked in government agencies as managers and staff. This inside knowledge and understanding of government gives our consultants an ability to hit



MGT

**FIRM AT A
GLANCE**

Name: MGT of America Consulting, LLC (MGT)

Founded: 1974

Locations: Headquarters in Tampa Florida; branch offices nationwide

Staff: 500+ consultants with a deep roster of experienced cost allocation experts

Structure: Privately held, employee-owned, client-driven Limited Liability Company

Lines of Business: Government Consulting, Education and Financial Solutions, Diversity and Inclusion, Human Capital, Cyber Security and Technology

the ground running from the very start of a project. MGT consultants understand what it means to work within constrained timelines, and the need to produce a product that concisely and clearly articulates findings and results.

Peer Reviews in the Past 3 years

Peer Reviews evaluate firm policies and controls for performing government audits under the Generally Accepted Government Auditing Standards (GAGAS). MGT's most recent Peer Review was completed on February 2, 2023, and is provided in **Appendix E**. There has been no disciplinary action from state regulators or professional organizations against the firm in the past 3 years.

The Social Impact of MGT's Work



Defined by Impact



We truly understand the goals of this SB 90 Claiming engagement and how these processes impact the citizens of Compton. By producing and filing state mandated cost claims that maximize revenue while being technically sound and accurate, it ensures that general fund revenues are protected and are available to provide the City of Compton's core services to its citizens. MGT is a service organization. Recognizing the end goals and the positive benefit that our work provides, and not treating these processes as a commodity, ensures that we are working towards a positive goal with our clients and producing the best possible outcomes.

MGT's Commitment to Culture

MGT staff are able to quickly assess and assimilate into various situations. Our focus is always on the task at hand, but we recognize that we are performing each task within a unique cultural environment. Our teams work across the country with new organizations on a regular basis and take the time to understand the challenges facing each organization. It starts with listening to our clients, not making assumptions, and drawing appropriate comparisons to past experiences. Our high level of repeat work demonstrates our ability to be professional and develop new relationships.

The MGT Consulting Advantage



MGT offers an expert **impartial perspective** on organizational structure, processes, and practices. As an independent entity, our only vested interest is that of our clients; therefore, we apply our extensive experience to generating objective independent solutions to meet our client needs.



MGT leverages **best-of-breed data sources** to inform policy development and service delivery. Our team balances “gold standard” resources with our unique past performance lessons learned. MGT is committed to offering useful recommendations that achieve tangible results and is ever mindful of the practical and political realities the City may face.



MGT has an **extensive track record** of providing consulting services that are similar in scope to this project. Our solutions help the organizations we work with achieve their goals and serve their constituents more effectively and efficiently. The considerable amount of repeat work we deliver demonstrates our ability to be professional and develop lasting client relationships.



MGT provides solutions which are **specifically tailored** to meet the needs of our clients. The MGT team has an impressive track record of providing customized solutions, objective research, creative recommendations, and quality products that respond to each client's unique needs and time requirements.

MGT Contact Information

FIRM HEADQUARTERS	MGT of America Consulting, LLC 4320 West Kennedy Boulevard Tampa, Florida 33609 P: 813.327.4717 Fax: 850.385.4501
INDIVIDUALS AUTHORIZED TO COMMIT FIRM	Patrick J. Dyer, Vice President 3600 American River Drive, Ste. 150 Sacramento, CA 95864 P: 916.502.5243 Email: pdyer@mgtconsulting.com
PROJECT LEADER/ SACRAMENTO OFFICE	Ruben Rivas, Manager 3600 American River Drive, Ste. 150 Sacramento, CA 95864 P: 831.227.3911 Email: rrivas@mgtconsulting.com

Further information on MGT and its services are available at www.mgtconsulting.com.

Direct Experience with California Cities and Counties

We are proud of our California heritage and consulting roots. Prior to joining MGT in 2007, the original founders of Public Resource Management Group, LLC (PRM) all started their consulting careers with David M. Griffith and Associates (DMG) during the mid-1980s and early 1990s. Since that time, MGT has become the dominant costing services consulting firm in the nation with over 40 costing professionals serving, thereby deepening the resources and costing services capabilities available to our state and local government clients.

In local government cost consulting, our firm has over 100 years of combined experience in the SB 90, cost allocation, and indirect cost calculation consulting areas. Our predecessors at DMG were originally asked by the California State Controller's Office (SCO) to assist in the development of the original ICRP format and methodology. That format is still in use today. In our various corporate incarnations since the mid-1980s, our consultants have worked with over 250 cities, **all 58 counties**, and over 100 special districts in California.

MGT's Commitment to the City of Compton

MGT's Financial Solutions Division is the nation's fastest growing cost identification and revenue enhancement practice. We continue to grow and add staff which significantly enhances our capabilities and capacity. MGT is a financially stable consulting firm that is expanding throughout the United States.

MGT has assembled an unmatched **local team of SB 90 experts** to ensure that all requirements outlined in the City's RFP will be met or exceeded in a timely manner. MGT will, under the direction of the Finance Department, put in place all necessary processes and procedures to prepare and file all eligible annual claims for fiscal year (FY) FY 2022-23, FY 2023-24, FY 2024-25, FY 2025-26, and FY 2026-27 (5 fiscal years in total, the filing year is always one year prior to the contract year). MGT is willing and able to perform the commitments contained in this proposal. We are confident that the City will be extremely pleased with our services and commitment to providing the highest level of claiming services and information.

MGT is Best Qualified to Perform this Engagement

Our firm's average level of experience is **over 17 years** in the mandate consulting area. Our clients benefit from our counsel and advice in the state mandated cost-claiming field and over the years, we have demonstrated the ability to work within the tight deadlines required by the state mandated cost program. From experience we know that structuring our projects to allow additional time for claim review and revision prior to state imposed deadlines is the best way to ensure our clients achieve the highest quality claims with the least amount of stress.

Our success is based on one simple premise: bring decades of practical experience and total dedication to every client. We do not cut corners and we do not limit our service to our clients. After reading our proposal, we hope the City selects MGT, to be your partner and consulting guide through the SB 90 claiming process.

What Sets MGT Apart from Other Consulting Firms in The SB 90 Claiming Process?

Based on our experience in this field, the following are aspects of our service that are reliably unique to MGT and staff:

- ♦ **Staff Stability and Long-term Commitment:** There is no revolving door or corporate turmoil at MGT. Our firm has been in existence since 1974, and we have the largest city and county SB 90 claiming staff in California. While other firms continue to downsize or are a one-person shop, our firm continues to add staff. MGT's formula for success may sound old fashioned, but it is proven...we hire the best people, assign them to a manageable load of clients, and set standards

to ensure that each client's needs are met, and then exceeded. Long-term relationships built on trust are the basis for successful consulting, and we know that starts with assigning staff to our clients who will provide consistently great service over the course of years.

- ♦ Quick **contract negotiation** and approval.
- ♦ We are responsive and **easy to contact**.
- ♦ **Proactive consulting** vs. claims processing. The earlier the City's staff receives information about upcoming claims, the better prepared they will be to provide claiming data that is based on the correct documentation standards. We also train our clients each year on each claiming area, as well as any specific issues related to each claim. We have SB 90 claiming clients all over the state of California, which gives us a state-wide perspective on processes and claim component eligibility that other firms do not have.
- ♦ **A true consulting team**. The City will not get one consultant, you will receive a coordinated team of claiming experts. Given the depth of experience in the proposed team, it would be impossible to assemble a more accomplished project team in the SB 90 arena.
- ♦ **A full-year perspective**. Our consultants work with our clients year-round, not just at claim filing time. We provide our cell phone numbers to our clients and welcome calls and e-mails from our clients all through the year. We focus on our clients, and we spend as much time as each client needs to ensure their SB 90 engagement is successful each year.
- ♦ **Incorrect reduction claims**. If the need arises, MGT's consulting team will prepare and file up to two incorrect reduction claims that may arise due to State audits of claims filed by MGT or any other consulting firm. Additional support is available under separate agreement.

Partner, Manager, Supervisor and Staff Qualifications and Experience

We believe our firm is uniquely able to assemble the most experienced, best qualified professional staff for this engagement. The City's project will be exclusively staffed by consultants from our **Sacramento office**.

PATRICK DYER, VICE PRESIDENT | PROJECT EXECUTIVE

As Project Executive, Mr. Dyer will ensure that the project is appropriately and adequately staffed and completed on schedule. Mr. Dyer is also responsible for ensuring this SB 90 engagement completely satisfied with MGT's services, will address and resolve any project management issues that may arise during the engagement.

Mr. Dyer has over 26 years of experience with state and local government operations, consulting across a variety of areas: mandated cost claiming (SB 90), cost allocation, user fee analyses, and indirect cost rates. He has extensive experience in assisting agencies in the preparation and submission to state federal cognizant agencies of funding requests, claims for reimbursements, indirect cost rates and indirect cost allocation plans. Mr. Dyer has been personally involved with mandates since 1997, filed test claims, testified before the Commission on State Mandates, defended costs during field audits, prepared and filed claims as both a claimant and a consultant. Mr. Dyer is an available resource to discuss audit defense, desk reviews, test claims or any counsel your agency requires related to mandated costs.



MR. RUBEN RIVAS, MANAGER | PROJECT MANAGER

Mr. Rivas is a Manager with MGT and has over ten years of professional consulting experience working with local governmental agencies. He is experienced with both large and small SB 90 projects and being responsible for the coordination and submission of all SB 90 claims. He has participated in, managed, and completed more than 50 separate consulting engagements throughout his career for cities, counties, and special districts. His wide range of experience, along with his exceptional organizational and interpersonal skills, makes him a significant asset to every one of his projects.

Mr. Rivas will oversee the daily work of the project and ensure project implementation occurs on schedule and in accordance with all project requirements. He will have direct responsibility for coordinating the collection of all applicable data from all of the City's departments, and will also be responsible for the following:

- ♦ Development of the overall project plan
- ♦ Remote staff interviews
- ♦ Preparation of all indirect cost rates (ICRP), mandated cost claims and claim review
- ♦ Deliver claims to State Controller
- ♦ Interfacing with the SCO related to any field audits and negotiations
- ♦ Respond to any desk reviews performed by the SCO

RICARDO CEPIN, MANAGER, PRINCIPAL AUDITOR, CPA, CFE | DIRECTOR OF QUALITY CONTROL/ASSURANCE

Mr. Cepin is a skilled audit and accounting professional with over seven years of experience conducting financial, operational, compliance, and performance audits of government entities. As a Manager with MGT, Mr. Cepin serves as the Principal Auditor on audit-related projects. In addition, Mr. Cepin served as the Principal Auditor on five performance audits of county governments and school districts in accordance with Section 212.055 (10) Florida Statutes. As the Principal Auditor, he was responsible for oversight of all audit activities and compliance with appropriate contracts, policies, rules and regulations. Mr. Cepin is a Certified Public Accountant (CPA) and Certified Fraud Examiner (CFE) and obtained an MBA from Florida State University. Mr. Cepin will serve as the QC Director on Compton's SB 90 claims ensuring that claims are within restrictions of state instructions, within norms of other similar agencies and steer the City clear of some known audit issues within each eligible mandated program.

MS. SOPHIA BURGESS, ANALYST | PROJECT CONSULTANT

Ms. Sophia Burgess is an Analyst in the Performance Solutions Group at MGT and has excellent financial and program analyst skills. She is a valuable team member on many of MGT's financial services projects, including work with our user fee studies and SB 90 claiming projects. Ms. Burgess brings exceptional organizational, data analysis and interpersonal skills to this study. She has participated in, managed, and completed more than 15 separate consulting engagements throughout his career for cities, counties, and special districts.

Ms. Burgess will assist in the processing and preparation of the SB 90 claims as well as data collection follow-up and will be available for any technical questions.

Resumes

By selecting the MGT team, the City can be assured there are no weak links and that each team member possesses unique knowledge and skills that, when combined, produce a well-rounded and qualified team capable of handling all aspects of this RFP. Resumes for assigned personnel are included on the following pages.



PATRICK J. DYER

Vice President | Performance Solutions

Mr. Dyer has over 20 years of professional experience in government operations. He has worked with city, county, state, special district, joint powers authority government agencies on cost accounting and state mandated cost claiming projects during his twelve-year consulting tenure. Mr. Dyer's most recent consulting projects focus on the following areas: development user fee calculations, Federal Emergency Management Agency (FEMA) guidance and claiming, regulated cannabis/marijuana studies, city and transit agency cost allocation plans and state mandated cost consulting (specific to CA).



Areas of Expertise

- ♦ California State Mandate Reimbursement (SB 90)
- ♦ Cost Allocation Plans, Software & Training
- ♦ Indirect Cost Rate Proposals
- ♦ Cost of Service / User Fee Studies
- ♦ Transit Agency Cost Allocation and Indirect Costs
- ♦ Federal Negotiations and Audit Defense (FTA, FAA, HSA)
- ♦ Mental Health Funding Sources (AB 3632)
- ♦ Development Impact Fee (DIF) Calculations
- ♦ Daily Jail Rate, Booking Fee Analyses
- ♦ Animal Care, Shelter, Enforcement Operations Costs, and Fees
- ♦ Elections Program Operations and Cost Accounting
- ♦ Expert Witness on Cost/Fee Lawsuits
- ♦ Clerk, Recorder and Elections Fees/Operations
- ♦ FEMA Claiming & CARES Act Funding
- ♦ State Agency Fee Studies & Outreach
- ♦ Education Funding & Fiscal Sustainability

Education

Bachelor of Science, Business Administration (Finance), California State University Sacramento

Professional Experience

MGT of America Consulting, LLC, *Vice President, August 2007-Present*

Public Resource Management Group, LLC, *Senior Consulting Manager*

MAXIMUS, Inc., *Project Manager*

City of Davis, Finance Department, *Revenue Collections Customer Service Coordinator*

Leadership Expertise

Mr. Dyer is a senior member of MGT's leadership team. His duties as Vice President include direct project work in addition to a variety of management and administrative items. Mr. Dyer's business development and administrative duties include the following:

- ♦ Sales, marketing, and budget oversight for a practice of \$4.0 million of consulting engagements
- ♦ Administer contracts, agreements and insurance requirements
- ♦ Staff reviews, supervision and workload analysis for 15 consulting professionals
- ♦ Coordinate, write, review, respond to complex government RFPs

Professional History

Prior to beginning his consulting career, Mr. Dyer spent over ten years with the City of Davis, most recently holding the position supervising the Finance Department staff handling all City revenue collection, loans, parking citation billing, 15,000 utility billing accounts and the City's 5,000 business licenses. Mr. Dyer also completed a successful pilot data capture program between the City of Davis and the State of California Department of Motor Vehicles to develop a virtual private network to exchange vehicle owner information and streamline parking collection processes for local government.



PATRICK J. DYER

Vice President | Performance Solutions

While at the City of Davis, Mr. Dyer held the position of President with the Davis City Employees Association, a labor union for approximately 300 of the City's miscellaneous employees. While holding that position, Mr. Dyer gained valuable experience related to employer-employee contracts (MOUs), labor relations law, collective bargaining, class/comp studies and compensation analysis.

Client Service Highlights

Management Consulting for Student Housing | Maryland Economic Development Corporation (MEDCO)

Mr. Dyer was part of a team engaged by the Maryland Economic Development Corporation (MEDCO) to deliver a management consultant report for a specific student housing project at Bowie State University, University of Maryland Baltimore County, Towson University, University of Maryland Baltimore, and University of Maryland College Park. Prompted by a failure of the universities to reach the required 1.20 coverage ratio, a requirement of the trust indenture, MGT, an independent entity, developed recommendations with respect to fees, rental rates and changes imposed and collected by MEDCO in connection with its operations of the project and improvements or changes in operations or management of the project or the services rendered by MEDCO.

California Wildfires FEMA Public Assistance Claiming | County of Santa Cruz, CA

Mr. Dyer was engaged to develop defensible FEMA claiming and documentation for disaster event claiming. The scope of the MGT contract was to enhance the activities of the Auditor Controller Tax Collector by assisting County staff with Federal Guidance, interpretations of Policy Manual, development of improved time keeping, procurement documentation and staff training of CAL OES and FEMA guidance related to the County's category B response to the CZU Lightning Complex Fires in August 2020.

Cost Allocation, Transit | Sound Transit, Seattle, WA

Mr. Dyer initiated a formal cost allocation plan structure for submission to the Federal Transportation Administration (FTA). Prior to engaging MGT, ST had not obtained approval for their indirect costs on federal grants. MGT analyzed, documented the process, negotiated with federal auditors and obtained FTA approval for its cost allocation and indirect cost rates. In total, ST runs \$45 million through its cost plan for central service costs. This formal approval of the indirect cost rates helps ST defend a portion of its \$170+ million in annual federal grants.

Health Agency Fee Calculations | El Dorado County, CA - Health & Human Services Agency

Mr. Dyer led a team of four consultants to analyze user fees and cost recovery for this eight department super-agency. MGT reviewed cost recovery, developed fee comparisons and recommendations for the Health, Lab, Environmental Health, Animal Services, Vital Records, Mental Health, Public Guardian and Emergency Medical Services departments. This six-month project resulted in defensible fees for \$7.2 million in county cost for user fee activity and recommended changes or new fees of approximately \$125,000.

CARES, ARPA, FEMA & Other Pandemic Funding Sources | County of Santa Cruz, CA

The County Budget Director engaged the MGT team to help it prioritize, track and train county staff on the nuances of the different funding sources intended to support the activities and impacts of the COVID-19 pandemic. Track costs, review for eligibility, maximize recovery, minimize audit risk for the various funding sources. Project began in March 2020 and is ongoing.



RUBEN RIVAS

Manager | Performance Solutions

Mr. Rivas has consulted with cities and counties throughout the western United States for the past eight years. He has professional experience in SB 90 reimbursement claiming projects, cost allocation plans and user fee studies. Mr. Rivas has helped over 30 cities and multiple counties file their annual state claims, resulting in over three million dollars in state reimbursements. He has also calculated cost of service fees for over a dozen local agencies that resulted in updated citywide fee schedules reflecting each agency's current costs, fee structure and service demands.



Areas of Expertise

- ♦ Reimbursable California Mandates (SB 90)
- ♦ Indirect Cost Rate Proposals
- ♦ Federal Cost Allocation Plans
- ♦ Full Cost Allocation Plans
- ♦ User Fee Studies
- ♦ Comparison Analysis
- ♦ Strategic Planning Projects
- ♦ Time Studies

Education

Bachelor of Science, Business Management, California State University San Jose

Professional Experience

MGT of America Consulting, LLC, *Senior Consultant, 2012-Present*

Spanish Language Skills

Mr. Rivas is fluent in reading, writing and speaking Spanish. This skill has been a benefit to our clients on numerous projects. For the City of Stockton's library strategic plan project, Mr. Rivas communicated with residents and project stakeholders, providing translation services for MGT staff and subcontractors.

Client Service Highlights

Community Development User Fee Study | City of San Pablo, CA

The City of San Pablo hired MGT in early 2020. The City had not analyzed their fees in five years and had recently undergone major staffing changes. MGT was hired to analyze fees and restructure fee schedules for Building, Planning and Public Works. The fee schedule was simplified and structured to be user friendly and reflect the current situation at the City. Overall, the approved fee schedules reflected a significant consolidation of previous categories into a streamlined best practice format.

Citywide User Fee Study | City of Corona, CA

Ms. Rivas is currently leading the update to the citywide cost of service fee study for the City of Corona. The City of Corona hired MGT mid-2021 to update the study that MGT completed in 2017. Mr. Rivas significantly contributed to the 2017 study. Mr. Rivas helped the City with community outreach meetings, including meeting with the BIA prior to City Council meeting. The current study is expected to be adopted in early spring.

Environmental Health User Fee Study | County of Monterey, CA

In addition to a traditional User Fee Study, the County wanted custom tools for the department to use after the MGT engagement ended. Mr. Rivas helped design the unique methodology needed to meet the needs of Monterey County and the scope of services. To ensure successful implementation of the tools, MGT provided a significant amount of additional advice, guidance, and informal training to County staff, so that they could apply fee techniques in the future and leverage specific project materials.



RICARDO CEPIN, CPA, CFE

Manager, Principal Auditor | Performance Solutions

Mr. Cepin, a Manager for MGT, is a skilled audit and accounting professional with over nine years of experience conducting financial, operational, compliance, and performance audits. He is a detailed-oriented team member and has proven success in conducting accurate appraisals of state and local agencies with conditions and financial controls.



Areas of Expertise

- ♦ Data Analytics
- ♦ Fluent in Spanish

Education

M.B.A., Florida State University, 2019

B.S., Accounting, University of South Florida, 2007

- ♦ Experience in FLAIR Accounting software and AutoAudit

Professional Affiliations

Certified Public Accountant (CPA), licensed in Florida - 2015

Certified Fraud Examiner (CFE) - 2016

Project Experience

- **Alachua County School District (FL) | Performance Audit**
- **Franklin County School District (FL) | Performance Audit**
- **Fort Myers Beach Fire District (FL) | Performance Review**
- City of Charlottesville (VA) | Disproportionate Minority Study
- City of Dallas (TX) | Availability and Disparity Study
- City of Dayton (OH) | Third Generation Disparity Study
- City of Fort Lauderdale (FL) | Disparity Study
- City of New York City (NY) | Local Hiring Study
- **City of Phoenix | Construction Audit**
- City of Port St. Lucie (FL) | User Fee Study
- City of Safety Harbor (FL) | Building Permit Application Review Fee Study
- **City of Scottsdale (AZ) | General IT Controls Audit**
- City of Tallahassee (FL) | Disparity Study
- City of Westminster (CO) | Cost Allocation Plan
- City of Winston-Salem (NC) | Disparity Study
- **County of Broward (FL) | Performance Audit**
- **County of Collier (FL) | Performance Audit**
- County of Garfield (CO) | Uniform Guidance Compliance Review
- **County of Maui (HI) | Fiscal and Performance Audit**
- **County of Okaloosa (FL) | Performance Audit**
- **County of Orange (CA) | Performance Audit**
- County of Peoria (IL) | Cost Allocation Plan
- **County of St. Lucie (FL) | Performance Audit**
- **County of Walton (FL) | Performance Audit**
- Florida Department of Education | Review of Florida Safe School Assessment Tool
- Florida Office of Program Policy Analysis and Government Accountability | Florida Clerks of Court Organizational Review
- **Gwinnett County Public Schools (GA) | SPLOST Audit Review (Years 1 - 5)**
- **Hendry County School District | Performance Audit**
- Indiana Department of Administration | Emergency Management Services: Gary Community School Corporation
- Inter American University of Puerto Rico | Feasibility/Impact Study
- North Texas Tollway Authority | Disparity Study
- Pinellas County (FL) | Cost Allocation Plan
- Prince Georges County and Community College (MD) | Availability and Utilization Studies
- **Riverside County (CA) | Internal Audit Services**
- **Texas Department of Family and Protective Services (TX) | Performance Audit**
- The Government of Washington, D.C. | MWSDBE Program Evaluation and Review
- Virginia Mines, Minerals and Energy | Indirect Cost Recovery Rate



RICARDO CEPIN, CPA, CFE

Manager, Principal Auditor | Performance Solutions

Additional Experience

Audits of State Agencies – Auditor/Senior Auditor. During his time with the Auditor General’s Office, Mr. Cepin conducted financial, operational, and compliance audits of state agencies.

- Planned and managed all aspects of the audit process for comprehensive financial, operational, and compliance audits.
- Participated in the Statewide Financial Statement Audit (SWFS), including evaluating internal controls.
- Oversaw the cost allocation audit of the Northwest Regional Data Center, including the creation of an audit plan and budget, coordination of on-site visits, and performing detail testing.

Internal Audits of County Agencies – Senior Internal Auditor. During his time with the Hillsborough County Internal Auditor’s Office, Mr. Cepin evaluated county agencies’ and programs’ performance and compliance with a wide range of local laws and regulations:

- Identified and documented weaknesses in internal controls through questionnaires, narratives, and flowcharts.
- Assisted in the financial audit of the Safe & Sound Hillsborough program, including reviewing and reconciling financial statement records to ensure that funds contributed by Hillsborough County were expended in accordance with the inter-local agreement.
- Conducted financial and performance audits of local programs, including Safe & Sound Hillsborough and the County’s Jan K. Platt Environmental Lands Acquisition and Protection Program (ELAPP), respectively.
- Supported the County Internal Auditor and Lead Internal Auditor with ad hoc projects, including management assistance projects requested by department directors.



SOPHIA BURGESS

Analyst | Performance Solutions

Ms. Burgess is an Analyst with MGT and has a background in financial analysis and compliance. She has experience with engaging city leaders to better serve their needs, conducting surveys, research projects and developing presentations. Ms. Burgess also has a background in community analysis and engagement, event planning, public speaking, and mentoring. She has experience working with complex software interfaces, including Adobe products, Microsoft Office products (most notably Excel and Photoshop), Clip Studio, Prezi and is a prolific digital artist.



Areas of Expertise

- ♦ Writing and Editing
- ♦ Research
- ♦ Financial Analysis
- ♦ Data Management
- ♦ Design

Education

Bachelor of Arts (BA), Digital Culture, Arizona State University, 2019

Professional Affiliations

Arizona State University, Herberger Institute for Design and the Arts, Creative Fellow

Professional Experience

MGT of America Consulting, LLC, Analyst, Financial Solutions

Sample of Relevant Project Experience

- Orange County | Test Claim (SB1421)
- Ms. Burgess conducted meetings with the county and co-authored a test claim in response to senate bill 1421
- Gary IN | Education Survey
- SMUD | Utility Survey
- City of Santee | Mandated Costs (SB90)
- City of Anaheim | Mandated Costs (SB90)
- City of Los Altos | Mandated Costs (SB90)
- City of Rancho Santa Margarita | Mandated Costs (SB90)
- City of Alhambra | Mandated Costs (SB90)
- City of Mission Viejo | Mandated Costs (SB90)
- City of San Carlos | Mandated Costs (SB90)
- City of Anderson | Mandated Costs (SB90)
- City of Corning | Mandated Costs (SB90)
- City of Moorpark | Mandated Costs (SB90)
- City of Ojai | Mandated Costs (SB90)
- City of Belmont | Mandated Costs (SB90)
- San Mateo County | Mandated Costs (SB90)
- City of Foster City | Mandated Costs (SB90)
- City of Oakland | Mandated Costs (SB90)
- City of Sacramento | Mandated Costs (SB90)
- City of La Mesa | Mandated Costs (SB90)
- City of Cerritos | Mandated Costs (SB90)
- City of Barstow | Mandated Costs (SB90)
- City of Porterville | Mandated Costs (SB90)
- City of Seaside | Mandated Costs (SB90)
- City of Davis | Mandated Costs (SB90)
- City of San Clemente | Mandated Costs (SB90)
- City of Montebello | Mandated Costs (SB90)
- City of Bell Gardens | Mandated Costs (SB90)
- City of Covina | Mandated Costs (SB90)
- City of El Monte | Mandated Costs (SB90)
- City of Gardena | Mandated Costs (SB90)
- City of Hawthorne | Mandated Costs (SB90)
- City of La Mirada | Mandated Costs (SB90)
- City of Saratoga | Mandated Costs (SB90)
- Town of Los Gatos | Mandated Costs (SB90)

Similar Engagements with Other Government Entities

MGT's SB 90 Experience

MGT is clearly the leading California SB 90 consulting firm serving county and city government. All MGT staff proposed to assist the City have greater experience, expertise, and knowledge of the state mandated cost system than all other firms combined.

MGT offers the City the best, most experienced consulting staff, as well as the highest level of service available. MGT has nine SB 90 consultants with over 100 years of combined local government experience. The client list and references that we provide to prospective clients only include agencies that our current staff has served. No other consulting firm can match MGT's qualifications in the SB 90 area.

MGT currently provides state mandated cost-claiming services **to 105 cities and 34 counties in California**. The list of city and county clients that have been served by our consultants during their careers is extensive. Most of our clients have used our firm for many years. It is also the case that many of our clients contract with MGT for multiple consulting engagements each year. We are proud of our service to our clients and value the trust they put in us above all else. A small sample of relevant, large city and county MGT projects are shown below.

MGT's Large City SB 90 Projects

MGT currently serves 24 cities with populations over 100,000. Working with so many large cities provides MGT consultants with the perspective necessary to maximize eligible claims while minimizing audit exposure. There is no substitute for knowing exactly how other large cities are complying with each mandated program and what they are claiming.

MGT SB 90 PROJECTS FOR CITIES WITH POPULATIONS OVER 100,000		
AGENCY	POPULATION	PROJECT
City of Los Angeles	3,831,868	SB 90 Services
City of San Jose	1,000,000	SB 90 Services
City of Long Beach	469,450	SB 90 Services, Cost Allocation
City of Sacramento	502,000	SB 90 Services, Cost Allocation
City of Long Beach	500,000	SB 90 Services
City of Anaheim	342,410	SB 90 Services, Cost Allocation
City of Bakersfield	380,874	SB 90 Services
City of Santa Ana	334,136	SB 90 Services, Billing Rates
City of Riverside	255,166	SB 90 Services
City of Glendale	200,065	SB 90 Services

City of Stockton	243,771	SB 90 Services
City of Fremont	234,962	SB 90 Services
City of Irvine	186,852	SB 90 Services
City of Santa Clarita	177,601	SB 90 Services
City of Santa Rosa	169,292	SB 90 Services, Cost Allocation
City of Sunnyvale	153,656	SB 90 Services
City of Pasadena	142,647	SB 90 Services, Cost Allocation
City of Visalia	126,432	SB 90 Services
City of Santa Clara	127,134	SB 90 Services
City of Concord	129,783	SB 90 Services
City of Berkeley	122,324	SB 90 Services
City of Daly City	107,704	SB 90 Services, User Fee Study
City of Burbank	103,340	SB 90 Services
City of Ventura	110,790	SB 90 Services

MGT's Current City SB 90 Projects

MGT currently serves 105 cities. Working with so many cities provides MGT consultants with the perspective necessary to maximize eligible claims while minimizing audit exposure. There is no substitute for knowing exactly how other cities are complying with each mandated program and what they are claiming. In addition, MGT serves many cities in Southern California including, but not limited to, Bell Gardens, Gardena, Hawthorne, Inglewood, and Montebello. A full list of MGT's SB 90 city clients is shown below in order of population from largest to smallest.

CITY	POPULATION	PROJECT
City of Los Angeles	3,831,868	SB 90 Services
City of San Jose	1,013,240	SB 90 Services
City of Sacramento	542,943	SB 90 Services, Cost Allocation
City of Long Beach	466,742	SB 90 Services, ISF Services, Cost Allocation
City of Oakland	451,618	SB 90 Services, Cost Allocation, User Fee Services
City of Bakersfield	403,455	SB 90 Services
City of Anaheim	346,824	SB 90 Services, Cost Allocation
City of Stockton	320,804	SB 90 Services, Cost Allocation
City of Santa Ana	310,227	SB 90 Services, Billing Rates

TECHNICAL PROPOSAL

CITY	POPULATION	PROJECT
City of Irvine	307,670	SB 90 Services
City of Fremont	230,504	SB 90 Services
City of Santa Clarita	228,673	SB 90 Services
City of San Bernardino	221,101	SB 90 Services
City of Moreno Valley	208,634	SB 90 Services
City of Huntington Beach	198,711	SB 90 Services
City of Glendale	196,543	SB 90 Services
City of Santa Rosa	178,127	SB 90 Services, Cost Allocation, User Fee Services
City of Ontario	175,265	SB 90 Services
City of Oceanside	174,068	SB 90 Services
City of Pomona	151,713	SB 90 Services
City of Salinas	163,542	SB 90 Services
City of Hayward	162,954	SB 90 Services
City of Corona	157,136	SB 90 Services, Cost Allocation, User Fee Services
City of Sunnyvale	155,805	SB 90 Services
City of Fullerton	143,617	SB 90 Services
City of Visalia	141,384	SB 90 Services
City of Orange	139,911	SB 90 Services
City of Pasadena	138,699	SB 90 Services, Cost Allocation
City of Santa Clara	127,647	SB 90 Services
City of Simi Valley	126,356	SB 90 Services
City of Vallejo	126,090	SB 90 Services, User Fee Services
City of Concord	125,410	SB 90 Services
City of Berkeley	124,321	SB 90 Services
City of Fairfield	119,881	SB 90 Services
City of Carlsbad	114,746	SB 90 Services
City of San Buenaventura	110,763	SB 90 Services
City of Temecula	110,003	SB 90 Services
City of El Monte	109,450	SB 90 Services

TECHNICAL PROPOSAL

CITY	POPULATION	PROJECT
City of Inglewood	107,762	SB 90 Services, Cost Allocation, User Fee Services
City of Burbank	107,337	SB 90 Services
City of Daly City	104,901	SB 90 Services, User Fee Study
City of Vacaville	102,386	SB 90 Services
City of Chico	101,475	SB 90 Services
City of Mission Viejo	93,833	SB 90 Services
City of Redding	93,611	SB 90 Services
City of Hemet	89,833	SB 90 Services
City of Santa Barbara	88,665	SB 90 Services
City of Hawthorne	88,083	SB 90 Services
City of Livermore	87,955	SB 90 Services
City of Whittier	87,306	SB 90 Services, Cost Allocation, User Fee Services
City of Manteca	83,498	SB 90 Services
City of Alhambra	82,868	SB 90 Services
City of Folsom	80,454	SB 90 Services
City of Pleasanton	79,871	SB 90 Services
City of Menifee	77,519	SB 90 Services
City of Redlands	73,168	SB 90 Services
City of Turlock	72,740	SB 90 Services, Cost Allocation, Cal Trans ICRP
City of Dublin	72,589	SB 90 Services, User Fee Services
City of Baldwin Park	72,176	SB 90 Services
City of Redondo Beach	71,576	SB 90 Services
City of Camarillo	70,741	SB 90 Services
City of Union City	70,143	SB 90 Services
City of Yuba City	70,117	SB 90 Services
City of Palo Alto	68,875	SB 90 Services
City of Davis	66,850	SB 90 Services
City of South San Francisco	66,105	SB 90 Services

TECHNICAL PROPOSAL

CITY	POPULATION	PROJECT
City of Brentwood	64,292	SB 90 Services
City of San Clemente	63,522	SB 90 Services
City of La Habra	63,097	SB 90 Services, Cost Allocation, User Fee Services
City of Montebello	62,640	SB 90 Services
City of Porterville	62,623	SB 90 Services
City of La Mesa	61,121	SB 90 Services, Cost Allocation, User Fee Services
City of Gardena	61,027	SB 90 Services
City of Santee	60,037	SB 90 Services
City of Colton	53,909	SB 90 Services
City of Novato	53,225	SB 90 Services
City of Aliso Viejo	52,176	SB 90 Services
City of Covina	51,268	SB 90 Services
City of Cerritos	49,578	SB 90 Services
City of Ceres	49,302	SB 90 Services
City of La Mirada	48,008	SB 90 Services
City of Rancho Santa Margarita	47,949	SB 90 Services
City of Rohnert Park	44,390	SB 90 Services
City of Bell Gardens	39,501	SB 90 Services
City of Martinez	37,287	SB 90 Services
City of Moorpark	36,284	SB 90 Services
City of Manhattan Beach	35,506	SB 90 Services
Town of Los Gatos	33,529	SB 90 Services
City of Seaside	33,025	SB 90 Services
City of San Pablo	32,127	SB 90 Services
City of Saratoga	31,051	SB 90 Services
City of San Carlos	30,722	SB 90 Services
City of East Palo Alto	30,034	SB 90 Services
City of Belmont	28,335	SB 90 Services
City of Sanger	26,617	SB 90 Services

CITY	POPULATION	PROJECT
City of Barstow	25,415	SB 90 Services
City of Oroville	20,042	SB 90 Services
City of El Segundo	17,272	SB 90 Services
Town of Truckee	16,729	SB 90 Services
City of Carpinteria	13,264	SB 90 Services
City of Marysville	12,844	SB 90 Services
City of Healdsburg	11,340	SB 90 Services
City of Anderson	11,323	SB 90 Services
City of Corning	8,244	SB 90 Services
City of Ojai	7,637	SB 90 Services

MGT's Current California County SB 90 Projects

MGT currently serves 34 of California's 58 Counties, as shown in the table below.

COUNTY	SERVICES PROVIDED	DURATION
Alameda	SB 90 Services, Cost Allocation	2014 - present
Amador	SB 90 Services, Cost Allocation	2013 - present
Butte	SB 90 Services, Cost Allocation, User Fees	2012 - present
Calaveras	SB 90 Services, Cost Allocation, User Fees	2008 - present
El Dorado	SB 90 Services, EH User Fees, Cost Allocation	2010 - present
Imperial	SB 90 Services	2009 - present
Inyo	SB 90 Services, Cost Allocation	2003 - present
Kings	SB 90 Services	2010 - present
Lake	SB 90 Services, Cost Allocation	2008 - present
Lassen	SB 90 Services, Cost Allocation, PTA Report	2008 - present
Madera	SB 90 Services, Cost Allocation	2010 - present
Marin	SB 90 Services, Cost Allocation	2003 - present
Merced	SB 90 Services, Cost Allocation	2020 - present
Mono	SB 90 Services, Cost Allocation, PTA Report	2013 - present
Monterey	SB 90 Services, Cost Allocation, User Fees, ISF Study	2013 - present
Napa	SB 90 Services, Cost Allocation, User Fees	2014 - present
Nevada	SB 90 Services, Cost Allocation, Cal Trans ICRP, Jail Rates, ICRPs	2010 - present

COUNTY	SERVICES PROVIDED	DURATION
Orange	SB 90 Services, Cost Allocation, User Fees	2005 - present
Plumas	SB 90 Services, Cost Allocation	2008 - present
Riverside	SB 90 Services	2005 - present
Sacramento	SB 90 Services, Cost Allocation	2013 - present
San Benito	SB 90 Services, Cost Allocation	2019 - present
San Mateo	SB 90 Services, Cost Allocation, User Fees, Jail Rates	2003 - present
Santa Barbara	SB 90 Services, User Fees	2003 - present
Santa Clara	SB 90 Services, CAP Software	2010 - present
Santa Cruz	SB 90 Services, Cost Allocation, FEMA, Facilities Costs	2003 - present
Siskiyou	SB 90 Services	2014 - present
Sonoma	SB 90 Services, User Fees, Jail Access Fee	2005 - present
Stanislaus	SB 90 Services, FEMA, CAP Software	2008 - present
Sutter	SB 90 Services, Cost Allocation	2010 - present
Trinity	SB 90 Services	2011 - present
Tuolumne	SB 90 Services, Cost Allocation	2010 - present
Yolo	SB 90 Services, Cost Allocation, CAP Software, User Fees	2010 - present
Yuba	SB 90 Services, Cost Allocation	2013 - present

Project Examples/ Case Studies

Below are three recent case studies in the SB 90 reimbursement claiming field that demonstrate MGT's expertise and the ability to take the lead on claims, seek effective solutions, and ensure successful outcomes.

CASE STUDY 1 | MGT DESK REVIEW EXPERTISE & AUDIT DEFENSE

The State Controller's Office (SCO) has the authority to perform either a desk review or field audit on SB 90 claims. Over the past few years, the number of desk reviews and field audits by the SCO has grown considerably. MGT has exceptional relationships with the SCO's staff and has always been able to resolve any of their concerns. The most recent SCO desk review involved the Health Benefits for Survivors of Peace Officers & Firefighters claims. The SCO's auditor contacted MGT to inquire where the benefits for survivors were listed on the claim forms. This claim has been eligible since 2001 and MGT's staff is extremely familiar with it. This was the first time in the claim's history that the SCO's auditor was requesting that ALL agencies file their survivor costs under the benefits column on the claim form. After speaking with the SCO's auditor and pointing out that what they are asking for is problematic due to the benefits column receiving overhead if the indirect cost rate is applied to both salary and benefits, the SCO agreed that their current claiming forms are incorrect and will need to be changed for the next claiming year. Prior to this conversation, the SCO's auditor was going to require ALL agencies to refile their FY 2017/2018 claims showing the costs under the benefits column. MGT was able to present their

expertise in understanding the claim and the claim forms, thus saving agencies from having to refile this claim.

CASE STUDY 2 | SACRAMENTO COUNTY – STATE MANDATED COST CLAIMS

In 2015 Sacramento County was not satisfied with another consulting firm. MGT was contacted by the County to help with the filing and preparation of the County's indirect cost rate proposals and state mandated cost claims. With less than thirty days before the State deadline, MGT was asked to step in and start over. Because of the familiarity of the County's departments and personnel, and knowledge of what claims needed to be prepared, MGT was able to prepare and file all of the County's claims before the deadline without receiving a penalty from the State Controller's Office. At the end, Sacramento County staff were impressed by MGT's ability to get the job done in a short amount of time, while saving the County approximately \$99,000 in State penalties had they stayed the course with the prior vendor.

CASE STUDY 3 | CITY OF BURBANK – STATE MANDATED COST CLAIMS

The City reached out and asked the subject matter experts at MGT to provide a turn-key approach to the state mandated cost claiming process. The scope of requirements varies with each city. In the case of Burbank, their objectives included:

- ◆ Maximizing reimbursement for mandated programs.
- ◆ Ensuring all eligible programs are filed.
- ◆ Ensuring all State deadlines are met.
- ◆ Filing all claims in accordance with claiming instructions and forms.
- ◆ Reducing field audit risk.
- ◆ Improved tracking of costs, payments, documentation, and support of claims.
- ◆ Providing easy access to a complex process.
- ◆ Understanding the legislative impact to reimbursement.

The City of Burbank truly benefited from MGT's approach to maximize the amount of state reimbursement through SB 90 claiming, while making the entire process simple for city management and staff. In the area of state mandated cost claims, Burbank found that MGT professionals offer the best, most experienced consulting staff, as well as the highest level of service available.

References

Provided below are SB 90 project references. MGT has earned a reputation as a leader in SB 90 and has experience across California. Many of our clients have contracted with MGT for multiple projects. We feel repeat business is the greatest testament to our commitment to customer service and client satisfaction. We encourage you to contact our references to learn of the expertise of our staff, professionalism, and ability to meet established timelines.

City of Hawthorne, CA	<i>Contact:</i>	Ms. Felice Lopez
	<i>Title:</i>	Director of Finance
	<i>Phone:</i>	310.349.2923
	<i>E-Mail:</i>	FLopez@cityofhawthorne.org
	<i>Project Description:</i>	Comprehensive SB 90 project, including training, department interviews, data collection, claim preparation, ICRP preparation, claim/ICRP finalization and obtaining signatures, filing claims with SCO, providing list of claims filed with signed claims receipt, responding to SCO questions, reviews and field audits, providing information on upcoming new claims or statewide issues.
	<i>Years of Service:</i>	Mr. Rivas has provided continuous SB 90 consulting services since 2014 (9 years)

City of Gardena	<i>Contact:</i>	Mr. Ray Beeman
	<i>Title:</i>	Director of Administrative Services
	<i>Phone:</i>	310.217.9502
	<i>E-Mail:</i>	rbeeman@cityofgardena.org
	<i>Project Description:</i>	Comprehensive SB 90 project, including training, department interviews, data collection, claim preparation, ICRP preparation, claim/ICRP finalization and obtaining signatures, filing claims with SCO, providing list of claims filed with signed claims receipt, responding to SCO questions, reviews and field audits, providing information on upcoming new claims or statewide issues.
	<i>Years of Service:</i>	Mr. Rivas has provided continuous SB 90 consulting services since 2016 (7 years)

TECHNICAL PROPOSAL

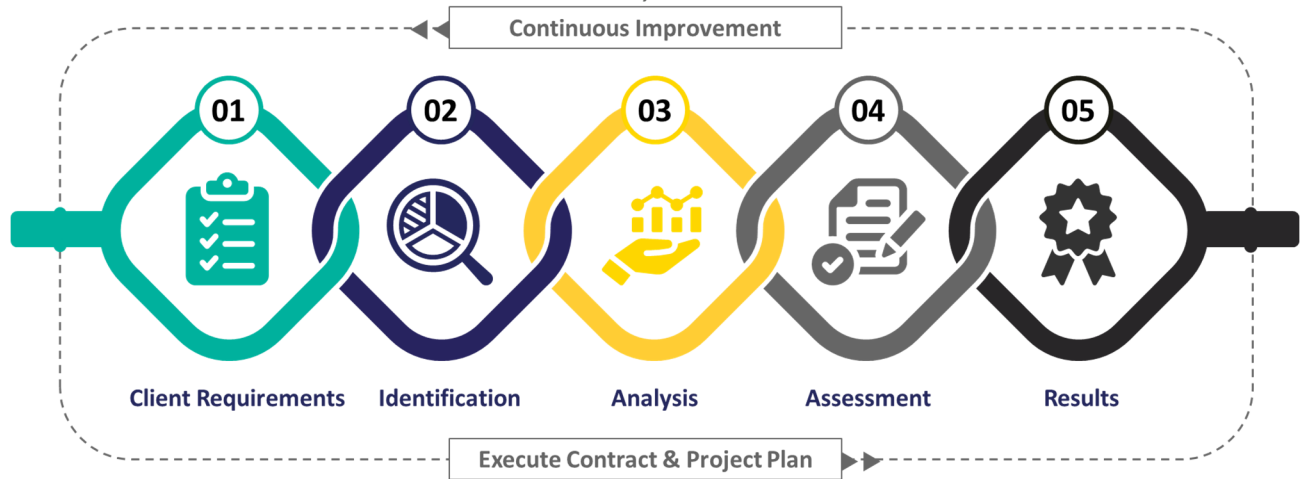
City of Whittier, CA	Contact:	Ms. Alice Hui
	Title:	Director of Finance
	Phone:	526.567.9836
	E-Mail:	ahiu@cityofwhittier.org
	Project Description:	Comprehensive SB 90 project, including training, department interviews, data collection, claim preparation, ICRP preparation, claim/ICRP finalization and obtaining signatures, filing claims with SCO, providing list of claims filed with signed claims receipt, responding to SCO questions, reviews and field audits, providing information on upcoming new claims or statewide issues.
	Years of Service:	Mr. Rivas has provided SB 90 consulting services since 2014 (9 years)

City of El Monte, CA	Contact:	Ms. Anne Blakeley
	Title:	Finance Manager
	Phone:	626.580.2028
	E-Mail:	\ ablakeley@elmonteca.gov
	Project Description:	Comprehensive SB 90 project, including training, department interviews, data collection, claim preparation, ICRP preparation, claim/ICRP finalization and obtaining signatures, filing claims with SCO, providing list of claims filed with signed claims receipt, responding to SCO questions, reviews and field audits, providing management report, providing information on upcoming new claims or statewide issues.
	Years of Service:	Mr. Ruben Rivas has provided continuous SB 90 consulting services since 2015 (7 years).

MGT Quality Assurance

Our process helps ensure that quality assurance is front and center on all engagements. MGT emphasizes continuous improvement and utilizes a variety of tools and technology to ensure quality despite changes in project scope and/or circumstances. MGT has also gone through an external peer review process, which evaluates our policies and controls for performing government audits under the Generally Accepted Government Auditing Standards (GAGAS). OPPAGA projects were part of the population of the performance audits conducted and reviewed.

Exhibit 1. MGT Quality Assurance Process



MGT Quality Assurance Tools



Approach and Methodology

Brief History of State Mandated Cost Claims (SB 90)

The concept of state reimbursement to local agencies and school districts for state mandated activities originated with the Property Tax Relief Act of 1972 (Senate Bill 90, Chapter 1406, Statutes of 1972), known as SB 90. The primary purpose of the Act was to limit the ability of local agencies and school districts to levy taxes. To offset these limitations, the Legislature declared its intent to reimburse local agencies and school districts for the costs of new programs or increased levels of service mandated by state government. The Legislature authorized the State Board of Control to hear and decide upon claims requesting reimbursement for costs mandated by the state.

In 1979, voters approved Proposition 4, which added article XIII B to the California Constitution and superseded the SB 90 legislation. Article XIII B imposed appropriation limits on the tax proceeds of both state and local governments. Section 6 of article XIII B requires that whenever the Legislature or any state agency mandates a new program or higher level of service on local government, the state must provide a subvention of funds to reimburse the associated costs, with certain exceptions.

To implement section 6 of article XIII B, the Legislature enacted Government Code section 17500 under Chapter 1459, Statutes of 1984. On January 1, 1985, the Commission was created to succeed the State Board of Control. The Commission is a quasi-judicial body whose primary responsibility is to hear and decide test claims that allege that the Legislature or a state agency imposed a reimbursable state mandate program upon local government. Additionally, the Commission hears and decides claims alleging that the State Controller's Office has incorrectly reduced payments to a local agency or school district.

Throughout the year, our consultants attend the Commission hearings to ensure we have a thorough understanding of all pending issues and interpretations in the SB 90 area, as well as all upcoming local government reimbursement claims.

In recent years the Commission has approved several new reimbursable programs, including:

- ◆ Peace Officer Training: Mental Health/Crisis Intervention
- ◆ Racial and Identity Profiling
- ◆ Sexual Assault Identify Kits: Testing
- ◆ Juvenile Custodial Interrogations

MGT's team will work with the City to apprise them of potential new claims even before they are officially released. Once the new claim is released and a due date for submission established, our team initiates the process as described below in **Task 1.0 New Claims**.

Scope of Services

MGT provides true turn-key mandate cost claiming services to its clients, and our approach is based around personal interaction. Our staff is involved with our clients' claiming process throughout the year, providing proactive news, reports, and the earliest notification of new SB 90 claims possible.

We provide our clients claiming summaries and data collection guides to assist them in understanding all of the eligible components of each program. This process supplements the on-site interviews that our staff conducts to ensure each department contact understands precisely what data is required, and what the internal deadlines are for submission.

Most counties are at risk of desk reviews from the State Controller. We believe that part of our job is assisting your departments to understand the appropriate levels of documentation required for each claim the City files.

Finally, the project manager will complete all claims, all indirect cost rate proposals, and compile all elements of the claims in electronic format and send to the City for review and signature well in advance of the claiming deadline.

Throughout the year, our consultants attend the key meetings with the Commission on State Mandates, the State Controller, Department of Finance and other important stake holders to ensure we have a thorough understanding of all pending issues and interpretations in the SB 90 area, as well as all upcoming local government reimbursement claims.

MGT Consulting will provide the following services to the City:

- ◆ Identify all possible SB 90 claiming opportunities.
- ◆ Prepare and file all eligible annual SB 90 claims with the SCO.
- ◆ Prepare and file all eligible first time or new SB 90 claims that have claiming instructions issued during the given fiscal year.
- ◆ Provide assistance with SCO desk reviews and field audits.
- ◆ Assist the City with knowledge transfer and training related to the SB 90 process at the State level and also related to other local agencies in California.

Our firm has carefully reviewed the City's RFP and is confident that all services described will meet the City's desired scope. We are also proposing to provide additional services and deliverables for no additional fees that exceed the scope of the RFP. We believe MGT's approach will provide exceptional value to the City.

Work Plan

There are many steps in an SB 90 work plan. However, MGT has identified the following order of activities as the most important landmark events that must occur for the City to have a successful SB 90 claiming engagement.

Task 1.0: NEW CLAIMS

- 1.1 Establish a schedule and approach needed to complete all new or first-time claims due within the fiscal year. This includes remote interviews with all applicable City department personnel.

- 1.2 Assist department staff to understand the specific mandated requirements for each SB 90 program, and how the City complies with the specific reimbursable portions of each program. Eligibility will be determined using the following criteria:
 - The test claim's statement of decision.
 - The California Commission on State Mandates approved parameters and guidelines.
 - The SCO's claiming instructions.
 - How other agencies around the state are complying with and interpreting the mandate.
- 1.3 Prepare all necessary department wide ICRPs. MGT consultants have prepared thousands of ICRPs over the past 25+ years. We believe that our experience has developed a depth of understanding that is unmatched in the field.
- 1.4 Receive claims from the City for single department SB 90 programs and review the claims for completeness, propriety, and eligibility of costs.
- 1.5 Perform a quality assurance review of the City's SB 90 claims to ensure the costs are supported by appropriate source documentation.
- 1.6 Prepare claims and provide the completed claims and ICRPs to the City for review and signature at least four weeks prior to the claiming deadline.
- 1.7 File the signed claims with the SCO prior to the deadline.

Task 2.0: **ANNUAL CLAIMS: DUE TO THE STATE BY FEBRUARY 15TH**

- 2.1 Establish schedule and approach needed to complete all annual claims due to the state by February 15, 2024. This includes remote interviews with all applicable City department personnel.
- 2.2 Facilitate department staff in describing how the City complies with the specific mandated programs and help the City determine eligible costs based on the following criteria:
 - The test claim's statement of decision.
 - The California Commission on State Mandates approved parameters and guidelines.
 - The SCO's claiming instructions.
 - How other agencies around the state are complying with and interpreting the mandate.
- 2.3 Work with City's SB90 coordinator to provide project status reports listing all steps in the process and showing due dates, submittal dates, dates received, and approval dates for both City staff and the MGT project team, with regular updates to City management.
- 2.4 Conduct department meetings to provide a summary of eligible claims and activities for each department
- 2.5 Gather financial documents, such as: salaries, benefits, cost allocation plan, and expenditures for each eligible department.
- 2.6 Prepare all necessary department-wide ICRPs
- 2.7 Receive claims from the City for single department SB 90 programs and review the claims for completeness, propriety, and eligibility of costs.

- 2.8 Perform a quality assurance review of the City's SB 90 claims to ensure they mesh with the associated department ICRPs.
- 2.9 Discuss any potential or necessary changes with the appropriate City staff member.
- 2.10 Provide the completed claims and ICRPs to the City for review and signature at least four weeks prior to the claiming deadline.
- 2.11 File the signed claims with the SCO prior to the deadline.
- 2.12 Provide any necessary updates to City's SB90 coordinator related to claims, payments due, payments received, etc.
- 2.13 Serve as liaison between the SCO and City. Assist with responding to desk reviews. Field audits are not included in the fixed price and will be charged as time and materials using the project manager's hourly rate

Proposed Schedule and Claiming Timeline

MGT will complete SB 90 data collection and claims preparation on the following schedule for City:

SB90 Claiming Tasks		Due Dates	September				October				November				December				January				Ongoing
			1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	
1.0	Initial Meeting with City's SB90 Coordinator to establish schedule and approach	9/29																					
2.0	Initial Data Request - Department meetings	10/6																					
3.0	Financial documents and mandate claim data due to MGT.	10/30																					
4.0	Prepare necessary ICRP's and productive hourly rates	11/10																					
5.0	MGT claim preparation: prepare all eligible claims and review the claim for completeness, accuracy, and eligible costs.	11/20																					
6.0	MGT to send ICRP's and Claims to City for review.	11/20																					
7.0	City to provide feedback and any requested edits to MGT	11/30																					
8.0	MGT to process any potential edits to claims	12/8																					
9.0	Provide data to City: ICRPs, claims, financial backup, and claim statistics backup.	12/15																					
10.0	MGT to request signatures from City	12/15																					
11.0	File signed claims with SCO	1/5																					
12.0	Provide City with SCO claims received confirmation	1/31																					
13.0	Ongoing support: desk audits, SCO updates.	Ongoing																					

To ensure that the project progresses smoothly, it is imperative that the proposed project timeline is agreed to by all parties. At the inception of the project, we will meet with the City's SB 90 Coordinator to discuss the timeline and adjust as needed. MGT is able to start the project the day after an agreement is signed.

MGT will assist City departments with data gathering.

We believe this accelerated schedule will still afford MGT time to complete the City's SB 90 claims, and time for the City to adequately review the claims prior to submission to the state. MGT will do everything possible to ensure there is no last-minute crunch or signing-day scrambles.

Keys to Project Success

1. Project Coordination

MGT views the SB 90 process as a partnership between the City and our firm. MGT will manage all aspects of project coordination, working closely with your SB 90 Coordinator to keep the City apprised of all relevant activity. MGT will:

- ◆ Provide the City with a list of all eligible claims, as well as Claim Summary sheets and Data Collection forms. All of these concise summaries and forms are available in a variety of electronic formats (Microsoft Word, Excel, and Adobe PDF) to make use and disbursement of claiming information as easy as possible.
- ◆ Work in concert with City's SB 90 Coordinator to coordinate the City's overall claiming process. Once again, minimal reliance will be placed on the City's SB 90 Coordinator in this process.
- ◆ Work with departments to ensure all data required to file eligible claims is gathered in a timely fashion. Our team works closely with our client departments after the on-site interviews to ensure all questions are answered and deadlines are met.
- ◆ Ensure all eligible claims are filed on time and provide the City with written documentation showing which claims were filed and which claims were not filed, and why.

2. Data Collection

The three components of data collection related to this engagement include: direct cost program data, indirect cost data, and supporting documentation.

DIRECT COST PROGRAM DATA COLLECTION

- ◆ Conduct individual meetings with departments to discuss all reimbursable mandated activities.
- ◆ Develop a schedule and plan for mining the necessary data to ensure claims are completed well before the claiming deadlines.
- ◆ Gather all required direct cost data.

DEPARTMENTAL INDIRECT COST DATA COLLECTION

- ◆ Gather salary and benefit data from the City or the individual departments for all required fiscal years.
- ◆ Collect certain pages from the City's cost allocation plan.

SUPPORTING DOCUMENTATION COLLECTION

- ◆ MGT will work with City departments to determine the documentation that must be submitted to the state as attachments to claims, and what documentation should be maintained in the

City's files in case of the SCO inquiry or field audit. MGT will then collect only the documentation the SCO requires to be submitted.

3. Orientation and Training for City of Compton Department Staff

We believe there is no cookie cutter approach to successful orientation and training. Some of the City personnel are undoubtedly savvy and experienced with SB 90 claiming, while others are likely to be new to the process. MGT will tailor its level of training to meet the needs of each department. As we have previously stated, early communication is the most important aspect of this component. Some of the key aspects of our orientation and training include:

- ◆ Provide electronic notification on upcoming mandate claims as soon as the parameters and guidelines for these programs are approved. This will be done primarily via e-mail and will provide the key department personnel, as well as your Coordinator, the most complete view of upcoming SB 90 programs.
- ◆ Provide training sessions for both program and fiscal staff. It is important that both parts of each affected department understand the state's requirements and any specific issues related to the particular mandate from a programmatic and fiscal standpoint. In addition, we will provide a history and overview of the SB 90 program to any department staff that are new to the process.
- ◆ Assist the City in establishing relevant, defensible source documentation standards for each claim within each of the City's claiming departments. Our goal for each of the City's claims is to ensure documentation exists to establish that the mandate was performed, and personnel costs are adequately documented.

4. Claim Preparation

Once data has been received from the City, MGT will prepare all eligible claims on behalf of the City using required SCO claim forms.

DIRECT COSTS

- ◆ Prepare all claims that apply to single departments. Once again, our experience will ensure no cost components are misinterpreted or omitted.

INDIRECT COSTS

- ◆ Prepare ICRPs, and all support documents for all claiming departments. Obtain approval from each subject department for all ICRPs to be used in conjunction with current SB 90 claims, as well as the SB 90 Coordinator. The ICRPs provide an approved method for claiming departmental indirect costs. At this step, it is vital to ensure no staff time being claimed as a direct cost in the claim, is included in the ICRP.

FILING PROCEDURES

MGT will provide the City's SB 90 Coordinator with a clear, understandable process for receiving the completed claims/ICRPs and obtaining the necessary signatures.

- ◆ MGT will perform one final quality control check to ensure the City has signed two original coversheets, all parts of the claim are included, and required documentation is attached.

- ♦ MGT will hand deliver all signed claims received from the City to the SCO on or before the stated deadline. We will also provide the SCO a claims receipt for their staff to sign and return.
- ♦ MGT submits hard copies of all claims to the SCO.

5. Ongoing Support & Status Updates

The claiming process is obviously the key aspect of this engagement, but the ongoing support services that MGT offers are important complimentary services to continuously upgrading the City's knowledge base, relations, and communications with the state and contract agencies, and anticipation of changes to the claiming process.

STATUS UPDATES – KNOWLEDGE TRANSFER

Because the SB 90 process is changing constantly, MGT has numerous senior-level mandate consultants that live within minutes of the state capitol in Sacramento. Commission meetings, budget hearings, legislative sessions, and test claim pre-hearings will be attended by staff assigned to the City's project. MGT will not send a note taker to these meetings—**your consultant will be there**. MGT researches relevant sections of the state budget bills and law changes which could potentially impact the City's mandated programs and revenues.

The SB 90 process is constantly changing and evolving. MGT will provide targeted, relevant communication on statewide issues, interpretations, and actions at the state capitol relating to the SB 90 process throughout the fiscal year via **MGT Instant Updates®**, a series of e-mail communiqués designed to keep our clients up to date with the latest mandate legislation, California Commission on State Mandates decisions, and state agency interpretations. MGT will sort through all of the pertinent activity to provide the City with the most relevant information throughout the year, saving the City time and resources.



6. Communicating with State Officials

STATE LIAISON ASSISTANCE

MGT will monitor State Controller requests or issues that could affect the City's SB 90 claims.

MGT will also provide liaison assistance with the SCO at the desk review level. The SCO may call requesting additional information, or duplicate documentation that may have been misplaced in their offices. Our firm will field these calls and fulfill all appropriate requests without the need for City involvement if possible. In addition, our staff has extensive experience preparing local agencies for field

audits and assisting in their representation beyond the exit conference. MGT will offer assistance and response on any current or future field audits that may result from claims filed in the past.

AUDIT ASSISTANCE & PROTECTION

Nobody wants to see the SCO auditing their claims, but higher levels of scrutiny are a fact of life. Our team has extensive experience preparing local agencies for field audits and assisting in their representation beyond the exit conference. Our team has assisted dozens of California cities and counties to file audit responses when agreement with the SCO audit findings is not resolved. MGT will offer assistance and response on any current or future field audits that may result from claims filed in the past. This is not included in the fixed price. In case of a field audit arising, MGT will charge time and materials at the project managers hourly rate.

REMITTANCE TRACKING

MGT will assist the City with all aspects of remittance tracking throughout the entire fiscal year. We will consistently:

- ♦ Provide copies of all claims receipts, declarations, and summary claiming reports to the City.
- ♦ Assist the City with tracking claim payments made by the state. Now that the state has resumed this function, MGT will assist the City with this sometimes-confusing process.

Dollar Cost Bid

Included below is the Cost Proposal in the format shown in **Appendix A** of the RFP.

SB90 Claiming Services - Terms	Amount US \$
Year 1: FY24-25 (FY23-24 claims to be filed 2/15/25)	\$12,444
Year 2: FY25-26 (FY24-25 claims to be filed 2/15/26)	\$11,900
Year 3: FY26-27 (FY25-26 claims to be filed 2/15/27)	\$11,900
All inclusive, subtotal (years 1-3)	\$36,244
Optional Renewal Years	Amount US \$
Option Year 1: FY27-28 (FY26-27 claims to be filed 2/15/28)	\$12,200
Option Year 2: FY28-29 (FY27-28 claims to be filed 2/15/29)	\$12,500
All inclusive, subtotal (option years 1-2)	\$24,700
Grand Total, not to exceed	\$60,944

Appendix B: Proposer Guarantees

Appendix C: Proposer Warranties

Appendix D: California Business License

Appendix E: Peer Review

Exhibit A

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Option Year 1: FY27-28 (FY26-27 claims to be filed 2/15/28)	\$12,200
Option Year 2: FY28-29 (FY27-28 claims to be filed 2/15/29)	\$12,500
All inclusive, subtotal (option years 1-2)	\$24,700
Grand Total, not to exceed	\$60,944

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
MGT OF AMERICAN CONSULTING, LLC**

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 **MGT.** (hereinafter referred to as "**Consultant**"), located at 3600 American River Drive, Suite 150, Sacramento, California 95864.

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 filing state mandated cost claims covered in Senate Bill 90 (SB90); 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. SCOPE OF SERVICES TO BE RENDERED BY CONSULTANT

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

Task(s) – State Mandated Cost Claiming and Consulting Services (SB90):

- Development of the overall project plan
- Ensure all eligible programs are filed
- Ensure all State deadlines are met
- Ensure all claims are filed in accordance to the claiming instructions
- Identify all possible SB90 claiming opportunities
- Prepare and file all eligible first time or new SB90 claims that have claiming instructions issued during the given fiscal year.
- Assist the City with knowledge transfer and staff training related to the SB90 process at the State level and also related to other local agencies in California
- Remote staff interviews
- Preparation of all indirect cost rates (ICRP), mandated cost claims and claim review
- Deliver claims to the State Controller's Office (SCO)
- Interfacing with the SCO related to any field audits and negotiations

- Serve as liaison between the SCO and the City and respond to any desk reviews performed by the SCO
- Perform a quality assurance review of the City's SB90 claims to ensure they are properly connected with the associated department ICRPs
- Discuss any potential or necessary changes with the appropriate City staff member
- Provide the completed claims and ICRPs to the City for review and signature at least four weeks prior to the claiming deadline
- Conduct individual meetings with departments to discuss all reimbursable mandated activities
- Assist the City with tracking claim payments made by the State
- Data Collection
- Provide regular status updates to the City

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.

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

2. Duration of Contract. 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 agree to a 3-year professional term with two one-year options to renew.**

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. Compensation. 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 **Thirty-Six Thousand Two Hundred Forty-Four Dollars (\$36,244.00) for the 3-year term. Additional cost will be applied for optional years.**

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

SB90 Project Manager (22 Hrs.)	\$276.00 per
Director of Quality Control/Assurance (2 Hrs.)	\$276.00 per
SB90 Consultant/Data Analyst (32 Hrs.)	\$135.00 per

Additional Cost:

Out of Pocket Expenses	\$1,500.00
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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. Ownership of Materials. All product produced by Consultant or its agents, employees, and subcontractors pursuant to this Agreement (the "Work Product") is the property of City. In the event this Agreement is terminated, all Work Product produced by 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. Independent Contractor Status. Consultant, its officers, employees, subconsultants, subcontractors, agents and volunteers (collectively hereinafter the "Consultant"), will perform the services in Consultant's own way and pursuant to this Agreement as an independent contractor and in pursuit of 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, agent 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. Successors, Assignment and Delegation. 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. Nondiscriminatory Employment Practices. During the performance of this Agreement, the Consultant agrees not to discriminate against any employee or applicant for employment because of race, sex, creed, color, religion, age, sexual orientation, marital status, national origin, political affiliation, handicap or belief in accordance with requirements of City, State or Federal laws and regulations. Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, sex, creed, color, religion, age, sexual orientation, marital status, national origin, political affiliation, handicap or belief in accordance with requirements of City, State or Federal laws and regulations. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees, applicants and subcontractors for employment, notices setting forth the provisions of this non-discrimination clause.

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

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

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

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

subcontractors or agents in the performance of the duties undertaken by Consultant pursuant to this Agreement.

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

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

Coverages and Limits. Consultant will maintain the types of 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.



Patrick Dyer, Vice President

03/13/2024
(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:

**MGT of America Consulting, LLC
3600 American River Dr, Suite 150
Sacramento, CA 95864
Attn: Patrick Dyer, Vice President
(916) 443-3411**

TO CITY:

**CITY OF COMPTON
205 South Willowbrook Avenue
Compton, California 90220
Attn: Sharon Rahban Navizadeh, City Controller
City Controller Department
(310) 605-5678**

June 18, 2024

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: PUBLIC WORKS STREET MAINTENANCE DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO UTILIZE ARPA (AMERICAN RESCUE PLAN ACT) FUNDING IN ESTABLISHING A PURCHASE ORDER WITH UNITED PACIFIC SERVICES, INC. TO PROVIDE TREE TRIMMING AND MAINTENANCE SERVICES IN AN AMOUNT NOT TO EXCEED SIX HUNDRED THOUSAND DOLLARS (\$600,000)

SUMMARY

Adoption of this resolution will authorize the City Manager to utilize ARPA (American Rescue Plan Act) funding in establishing a purchase order with United Pacific Services Inc. to provide tree trimming and maintenance services in an amount not to exceed Six Hundred Thousand Dollars (\$600,000).

BACKGROUND

The City of Compton's Urban Forest Program plays a crucial role in enhancing the quality of life in the City by providing numerous environmental, social and economic benefits. Managing and enhancing trees in Compton not only beautifies the City but also contributes to improving air quality, reducing energy costs, mitigating stormwater runoff and fostering community well-being.

The Urban Forestry Program oversees more than 12,000 trees and is responsible for administering proper tree care; planting new trees; removing dead and hazardous trees; conducting reforestation projects in the parks, municipal grounds, open spaces, medians and streets, and maintaining a street database with maintenance information about trees throughout the City.

STATEMENT OF THE ISSUE

The management of public trees falls exclusively to the Public Works Street Maintenance Department (Department). The Department has received an appropriation of ARPA (American Rescue Plan Act) funding to enhance tree maintenance services in the City.

By utilizing ARPA funding to enhance tree maintenance services, the Department can expand its efforts to care for and maintain street trees, which will have a range of positive impacts, including ensuring that the City's urban forest continues to thrive, providing numerous benefits to residents for years to come.

United Pacific Services, Inc. is currently the City's contractor for tree maintenance services. The services provided by the vendor includes a Tree Inventory Software and GPS Inventory.

The Tree Inventory and GPS services are both very significant to the City because it provides a record of the location and characteristics of individual trees, and the characteristics of their environs within defined geographic areas. Tree Inventories include street trees, trees in the parks and tree at other City owned properties locations. Overall, the Tree Inventory and GPS services serve as foundational tools for building and maintaining a healthy, resilient urban forest, contributing to the well-being of both the environment and the community.

United Pacific Services, Inc. has provided tree maintenance work with over 20 municipalities in Southern California and the company employs certified Arborists and Pest Control Advisers. The firm has a 2-acre shop and office facility located in the City of South Gate and can respond to emergency tree requests within thirty (30) minutes.

FISCAL IMPACT

Funds in an amount not to exceed Six Hundred Thousand Dollars (\$600,000) are available in the Department's Fiscal Year 2023-2024 Budget in Account No. 2810-720-000-4266 (American Rescue Plan Act).

ALTERNATIVE

No other alternative is being proposed.

RECOMMENDATION

Staff recommends the City Council adopt the attached Resolution.

DAMION TIMMONS
STREET SUPERINTENDENT

APPROVED FOR FORWARDING

WILLIE HOPKINS, JR.
CITY MANAGER

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO UTILIZE ARPA (AMERICAN
RESCUE PLAN ACT) FUNDING IN ESTABLISHING A PURCHASE
ORDER WITH UNITED PACIFIC SERVICES, INC. TO PROVIDE TREE
TRIMMING AND MAINTENANCE SERVICES IN AN AMOUNT NOT TO
EXCEED SIX HUNDRED THOUSAND DOLLARS (\$600,000)**

WHEREAS, the Urban Forestry Program oversees more than 12,000 trees throughout the City; and

WHEREAS, the Urban Forestry Program is responsible for administering proper tree care including; planting new trees; removing dead and hazardous trees; conducting reforestation projects in the parks, municipal grounds, open spaces, medians and streets; and

WHEREAS, the City's Urban Forestry helps to define the character of the City, supports public health, provides habitat for wildlife, creates spaces for enjoyment, cleans our air and water and reduces the quantity of stormwater runoff; and

WHEREAS, the management of the public trees is the responsibility of the City's Public Works Street Maintenance Department (Department); and

WHEREAS, the Department has received an appropriation of ARPA American Rescue Plan Act) funding to enhance tree maintenance services in the City; and

WHEREAS, by utilizing the ARPA funding, the Department can expand its efforts to care for and maintain street trees, which will have a range of positive impacts; and

WHEREAS, United Pacific Services, Inc. is currently the City's contractor for tree maintenance services; and

WHEREAS, United Pacific Services, Inc. is a professional tree maintenance company with urban forest management solutions that is green eco-friendly, and focuses on establishing and maintaining relationships with the community at large; and

WHEREAS, United Pacific Services, Inc. has worked with over 20 municipalities in Southern California and employs certified Arborists and Pest Control advisers; and

WHEREAS, funding in an amount not to exceed Six Hundred Thousand Dollars (\$600,000) is the Fiscal Year 2023-2024 Budget in Account 2810-720-000-4266 (American Rescue Plan Act).

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

SECTION 1. That the City Manager is authorized to establish a purchase order with United Pacific Services, Inc. for citywide tree trimming services in an amount not to exceed Six Hundred Thousand Dollars (\$600,000) from Account No. 2810-720-000-4266 (American Rescue Plan Act).

SECTION 2. That funds in the amount of Six Hundred Thousand Dollars (\$600,000) are available for this expenditure in Account No. 2810-720-000-4266 (American Rescue Plan Act).

SECTION 3. That copies of this resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney and the Public Works Street Maintenance Department.

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**

I, Vernell McDaniel, City Clerk of the City of Compton, hereby certify that the foregoing resolution was passed and adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk, at a regular meeting thereof, held on the _____ day of _____, 2024, by the following vote:

**AYES: COUNCILMEMBERS –
NOES: COUNCILMEMBERS –
ABSTAIN: COUNCILMEMBERS –
ABSENT: COUNCILMEMBERS –**

CITY CLERK OF THE CITY OF COMPTON

June 18, 2024

TO: 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 2023-2024 FISCAL YEAR BUDGET TO TRANSFER FUNDS AND AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER WITH CARSON CHEVROLET FOR THE PURCHASE OF A 2024 CHEVROLET TAHOE FOR THE FIRE CHIEF OF THE COMPTON FIRE DEPARTMENT (\$84,465.00)

SUMMARY

Adoption of this resolution will authorize the City Manager to establish a purchase order with Carson Chevrolet for Eighty-Four Thousand Four Hundred Sixty-Five Dollars and Zero Cents (\$84,465.00) for the purchase of a 2024 Chevrolet Tahoe for the City of Compton's Fire Chief.

BACKGROUND

The Compton Fire Department's Fire Chief is tasked with responding to and providing effective working relationships with staff, City departments, elected officials, regulatory agencies, contractors, community groups, local businesses and the general public and due to the Department's aging fleet, there is a continuous need for maintenance and repair of our vehicles. The vehicle currently used is ten (10) years old with high miles and the cost of repairs are increasing.

STATEMENT OF ISSUE

Three (3) quotes were solicited and the results were as follows:

<u>VENDOR</u>	<u>AMOUNT</u>
Carson Chevrolet	\$84,465.00
George Chevrolet	\$81,080 + taxes & fees
Penske Chevrolet of Cerritos	\$84,787.38

The Department selected Carson Chevrolet as the lowest most responsible quote.

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

FISCAL IMPACT

The cost for the new vehicle is Eighty-Four Thousand Four Hundred Sixty-Five Dollars and Zero Cents (\$84,465.00). The budget shall be amended to receive Funds from Special Department Expense and the Fiscal 2023-2024 budget will need to be amended as follows:

From:

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
1001-690-000-4249	Special Department Expense	\$84,465.00

To:	<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
	1004-690-000-4333	Automotive Equipment	\$84,465.00

Funds for this expenditure will be available in the 2023-2024 budget in Account No. 1001-690-000-4333.

RECOMMENDATION

It is recommended that Council adopt the attached Resolution.

RONERICK D. 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 2023-2024 FISCAL YEAR BUDGET TO TRANSFER FUNDS AND
AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER WITH
CARSON CHEVROLET FOR THE PURCHASE OF A 2024 CHEVROLET TAHOE
FOR THE FIRE CHIEF OF THE COMPTON FIRE DEPARTMENT (\$84,465.00)

WHEREAS, the Compton Fire Department's (Department's) Fire Chief is tasked with responding to and providing effective working relationships with staff, City departments, elected officials, regulatory agencies, contractors, community groups, local businesses and the general public and due to the Department's aging fleet, there is a continuous need for maintenance and repair of our vehicles; and

WHEREAS, the Department requested three (3) quotes from the following vendors:

<u>VENDOR</u>	<u>AMOUNT</u>
Carson Chevrolet	\$84,465.00
George Chevrolet	\$81,080 + taxes & fees
Penske Chevrolet of Cerritos	\$84,787.38

and;

WHEREAS, staff is recommending to purchase the Chevrolet Tahoe from Carson Chevrolet because they provided the lowest most responsible quote.

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

Section 1. That the quote from Carson Chevrolet in the amount of Eighty-Four Thousand Four Hundred Sixty-Five Dollars and Zero Cents (\$84,465.00) is hereby accepted.

Section 2. That the City Manager is hereby authorized to establish a purchase order with Carson Chevrolet in the amount of Eighty-Four Thousand Four Hundred Sixty-Five Dollars and Zero Cents (\$84,465.00) for a 2024 Chevrolet Tahoe.

Section 3. That the Fire Departments 2023-2024 Fiscal Year Budget shall be amended to transfer funds between accounts as follows:

From:

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
1001-690-000-4249	Special Department Expense	\$84,465.00

To:	<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
	1004-690-000-4333	Automotive Equipment	\$84,465.00

Section 4. That the funds for this expenditure are available in the Fire Department's 2023-2024 Fiscal Year Budget in Account No. 1001-690-0000-4333.

Section 5. That a copy of this Resolution shall be forwarded and filed in the offices of the City Clerk, City Manager, City Attorney, City Controller and Fire Department.

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

ADOPTED this ____ day of _____, 2024.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CLERK OF THE CITY OF COMPTON

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

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



Purchase Agreement

Quote 1

Dennis Vasquez
Chevy of Carson
2201 E 223rd St
Carson, CA 90810

Buyer	Co-Buyer	Vehicle
CITY OF COMPTON L. 201 S ACACIA AVEAVE COMPTON, CA 90220 E: (323) 791-7679		2024 Chevrolet Tahoe RST VIN: 1GN5CRKD1RR123889 Stock #: TH40380 Mileage: 5 Color: Black

Purchase Details	
Retail Price:	\$82,485.00
Sales Price:	\$72,485.00
Savings:	\$10,000.00
Accessories:	\$4,999.00
Service Contract:	\$0.00
GAP:	\$0.00
Government Fees:	\$884.40
Proc/Doc Fees:	\$85.00
Estimated Taxes:	\$6,011.60
Total Sales Price:	\$84,465.00
Trade Allowance:	\$0.00
Trade Payoff:	\$0.00
Trade Equity:	\$0.00
Rebate:	\$0.00
Cash Down:	\$0.00
Cash Price:	\$84,465.00

Disclaimer:

Subject to Credit Approval

Printed 4/18/24 12:03 PM



Vehicle Locator

Quote 2

Detail Report for Customer

GEORGE CHEVROLET
17000 LAKEWOOD BLVD, BELLFLOWER, CA, 90706
562-925-2500

Customer/Company: undefined
Address: undefined

Sales Consultant:

Vehicle #1: 2024 Chevrolet Tahoe	VIN/Order #	MSRP	Stock #
	1GNSKRKL9RR205735	\$81,080.00	241038
Additional Vehicle Information			
GM Marketing Information			

Body Style: CK10706-4WD

PEG: 1SP-RST Preferred Equipment Group

Primary Color: GBA-Black

Trim: HVA-Leather, Jet Black/Victory Red Interior Trim

Engine: L87-Engine: 6.2L, EcoTec3 V-8, DI, Dynamic Fuel Mgt, V V T

Transmission: MHS-10-Speed Automatic

Options: 1SP-RST Preferred Equipment Group

A2X-Power Seat Adjuster (Driver's Side)
A45-Memory Settings, recalls presets for driver pwr seat

A50-Seats: Front, Bucket, Full Feature

AS8-Seat, 3rd row 60/40 Bench, power

ATH-Keyless Open & Keyless Start

ATN-Seat, 2nd row Bucket, power release

AYQ-RESTRAINT SYSTEM SEAT, INFLATABLE,

DRIVER & PASS FRT, FRT SEAT SIDE FRT

INBOARD SEAT SIDE, ROOF SIDE

B30-Floor Covering: Carpet, Color Keyed

BTU-Remote Engine Starting Pkg

BVE-Assist Steps, Black

C6H-GVW Rating 7500 Lbs

CJ2-Climate Control, Electronic - Multi-zone

D07-Center Floor Console, fixed

DD8-ISR Mirror, Electro-chromatic

DXR-Mirror, Outside, Power, Heated, Auto-Dimming w/Turn ind

GBA-Black

GU5-Rear Axle: 3.23 Ratio

HVA-Leather, Jet Black/Victory Red Interior Trim

IOK-Chevrolet Infotainment, Enhanced connectivity

2.0

KA1-Heated Seats, Front

KA6-Heated Seats: 2nd Row

KC4-Cooler, Engine Oil

KI3-Heated Steering Wheel

KI4-120 Volt Electrical Receptacle, In Cab

KNP-Transmission Cooling System

KSG-Adaptive Cruise Control

KW5-Alternator, 220 AMP

L87-Engine: 6.2L, EcoTec3 V-8, DI, Dynamic Fuel Mgt, V V T

MHS-10-Speed Automatic

N10-Dual Exhaust System

N38-Steering Column, Power Tilt & Telescoping

NZW-Wheel, 20in aluminum

PRF-3 Years of Onstar Remote Access

RIB-LPO- All Weather Floor Liners, 1st, 2nd and 3rd rows

RIK-LPO - Badge Exterior Black Nameplates

SBZ-LPO - Sport Pedal Cover Kit

T8Z-Buckle-To-Drive

TC2-Liftgate, Rear, power

TQ5-Headlamps, IntelliBeam

U2K-SiriusXM Satellite Radio (subscription)

UD5-Parking Assist, Front & Rear Sensors

UDV-Driver Information Center, 12" diagonal multi-color

UE1-OnStar Communication System

UE4-Following Distance Indicator

UEU-Sensor, Forward Collision Alert

UFG-Sensor, Rear Cross Traffic Alert

UGN-Enhanced Automatic Emergency Braking

UHX-Lane Keep Assist/Departure Warning

UK3-Radio Controls -Steering Wheel

UKC-Lane Change Alert with Side Blind Zone Alert

UKJ-Sensor, Front Pedestrian Braking

UKK-Sensor, Pedestrian Detection

UTJ-Theft Protection System, Unauthorized Entry

UV2-Surround Vision, HD

V53-Luggage rack side rails - none

VK3-Front License Plate Mounting Provisions

VPV-Ship thru charge: Kerr Industr., Arlington, TX

WPD-Driver Alert Package

WPK-RST Sport Package

WPL-Luxury Package

XCS-TIRE ALL 275/55R20 SL 113V BW AL3 VAR1

YF5-California Emissions

YM8-LPO Processing Option

Z82-Trailer Package

Disclaimer:

GM has tried to make the pricing information provided in this summary accurate. Please refer to actual vehicle invoice, however, for complete pricing information. GM will not make any sales or policy adjustments in the case of inaccurate pricing information in this summary.

\$81,080 + taxes and license fees.



PENSKE
CHEVROLET OF CERRITOS

Date: 5/2/2024
Salesperson: _____
Manager: Daniel Medina

Quote 3

FOR INTERNAL USE ONLY

CUSTOMER	Home Phone :
Address :	Work Phone :
E-Mail :	Cell Phone :

VEHICLE	Stock # : RR219051	New / Used : New	VIN : 1GN5CSKD9RR219051	Mileage: 11
	Vehicle : 2024 Chevrolet Tahoe		Color : Black	
	Type : Premier 4dr 4x2		CC10706	

Loan Payments	Estimated
Cash Down	0
1 Months / 0	84788
* A.P.R. Subject to equity and credit requirements.	

Dealer Asking Price	76,430.00
Karr Alarm	995.00
Total Purchase	77,425.00
Tax	7,355.38
Tire Fee*	7.00
Balance	84,787.38

This document is not a contract, a purchase approval, nor a purchase order. Neither the customer nor the dealership is bound to buy, sell, or lease a vehicle until both parties have signed a contract and the transaction has been consummated.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
RESCINDING RESOLUTION NO. 25,674, AMENDING THE 2023-2024
FISCAL YEAR BUDGET TO APPROPRIATE FUND BALANCE, AND
RATIFYING THE REISSUANCE OF A PURCHASE ORDER TO
CHARGEPOINT, INC. FOR CHARGING STATIONS AND ANCILLARY
INFRASTRUCTURE (\$167,145)

WHEREAS, city staff, under the direction of management, was tasked with exploring ways in which the City could reduce its carbon footprint and decrease vehicle emissions by incorporating alternative fuel (electric, hybrid, natural gas, etc.) vehicles into the new fleet; and

WHEREAS, staff identified replacing the gas-powered vehicles of the Parking Enforcement Division (Parking) of the Community Improvement Services Department, with electric-powered vehicles utilizing dedicated funding for alternative-fuel vehicles from the Southern California Air Quality Management District; and

WHEREAS, during the June 7, 2022 City Council meeting, City Council authorized the purchase of ten (10) electric-powered vehicles from EVTS, Inc. and the installation of ten (10) charging stations from ChargePoint, Inc. under Resolution No. 25,647 for a total amount of Six Hundred Fifty-One Thousand Nine Hundred and Fifty Dollars (\$651,950); and

WHEREAS, EVTS, Inc. has since encountered numerous manufacturing delays and has been unable to fulfill the order of ten (10) electric powered vehicles; and

WHEREAS, in 2022, the City entered into an agreement to purchase ten (10) charging stations and the ancillary infrastructure from ChargePoint in the amount of One Hundred Fifty-One Thousand Nine Hundred and Fifty Dollars (\$151,950.00). The installation and payment were delayed until facility upgrades could be completed; and

WHEREAS, on May 7, 2024, the approved project to enhance facility security, demolish an existing building, install charging stations, and repave the parking lot at 404 N. Alameda Street began; and

WHEREAS, due to the nearly two-year delay in completing this project, labor and equipment costs have increased a ten percent (10%) contingency fee of the original projected cost is requested; and

ChargePoint Inc.	\$151,950.00
Ten Percent Contingency Fee	\$15,195.00
Total Not to Exceed	\$167,145.00

WHEREAS, staff encumbered funds for the electric vehicles, but did not encumber funds for the charging stations returning the funding back to the Equipment Rental Fund Balance. At the request of the City Council, staff applied for funding from the Southern California Edison charging station program in lieu of expending City Funds, however, the City’s application was not approved; and

WHEREAS, therefore, staff is now requesting that the funding that was previously allocated for the charging stations under Resolution No. 25,674 be added to the Community Improvement Services Fiscal Year 2023 – 2024 budget in order to procure the vehicles, charging stations and installation; and

WHEREAS, upon approval from the City Council a purchase order will be issued to ChargePoint, Inc. for the purchase and installation of ten (10) charging stations in an

amount not to exceed One Hundred Sixty-Seven Thousand One Hundred Forty-Five Dollars (\$167,145.00).

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

Section 1. That Resolution No. 25,674, adopted by the City Council on June 7, 2022, is hereby rescinded.

Section 2. That funding previously allocated for the charging stations under Resolution No. 25,674 be appropriated to the Community Improvement Services Fiscal Year 2023 – 2024 budget.

Section 3. That funding is available in the Equipment Rental Fund Balance and the Fiscal Year 2023-2024 budget shall be amended as follows:

Increase Expenditure	Account Description	Amount
6000-720-000-4333	Equipment Rental – Automotive Equipment	\$167,145.00

Section 4. That the City Manager is hereby authorized to reissue a purchase order and all necessary documentation to ChargePoint, Inc. for the purchase of ten (10) charging stations and ancillary infrastructure in an amount not to exceed \$167,145.00 and funds for this expenditure from the Equipment Rental Fund Balance Account No. 6000-720-000-4333.

Section 5. That a copy of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney, Community Improvement Services Departments.

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

ADOPTED this _____ day of _____, 2024.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

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

June 4, 2024

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: COMMUNITY IMPROVEMENT SERVICES

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 25,674, AMENDING THE 2023-2024 FISCAL YEAR BUDGET TO APPROPRIATE FUND BALANCE AND RATIFYING THE REISSUANCE OF A PURCHASE ORDER TO CHARGEPOINT, INC. FOR CHARGING STATIONS AND ANCILLARY INFRASTRUCTURE (\$167,145)

SUMMARY

Adoption of this resolution will rescind Resolution No. 25,674 adopted by the City Council on June 7, 2022, amend the 2023-2024 Fiscal Year budget to transfer funds and increase expenditures in the amount of One Hundred Sixty-Seven Thousand One Hundred and Forty-Five Dollars (\$167,145.00), and authorize the City Manager to ratify a purchase order to ChargePoint, Inc. for ten (10) charging stations and infrastructure improvements required to power the electric vehicles in an amount not to exceed One Hundred Sixty-Seven Thousand One Hundred Forty-Five Dollars (\$167,145.00).

BACKGROUND

Staff identified replacing the gas-powered vehicles of the Parking Enforcement Division (Parking) of the Community Improvement Services Department, with electric-powered vehicles utilizing dedicated funding for alternative-fuel vehicles from the Southern California Air Quality Management District.

During the June 7, 2022 City Council meeting, City Council authorized the purchase of ten (10) electric-powered vehicles from EVTS, Inc. and the installation of ten (10) charging stations from ChargePoint, Inc. under Resolution No. 25,674 for a total amount of Six Hundred Fifty-One Thousand Nine Hundred and Fifty Dollars (\$651,950).

EVTS, Inc. has since encountered numerous manufacturing delays and has been unable to fulfill the order of ten (10) electric powered vehicles.

In 2022, the City entered into an agreement to purchase and receive ten (10) charging stations and the ancillary infrastructure from ChargePoint in the amount of One Hundred Fifty-One Thousand Nine Hundred and Fifty Dollars (\$151,950.00). The installation and payment were delayed until facility upgrades could be completed.

**Staff Report – Rescinding Resolution 25,674, Amending 2023-2024 FY Budget, and
Authorizing P.O. to ChargePoint, Inc. for
Electric Vehicle Charging Station and Infrastructure
June 4, 2024, Page 2 of 3**

On May 7, 2024, the approved project to enhance facility security, demolish an existing building, install charging stations, and repave the parking lot at 404 N. Alameda Street began.

Due to the nearly two-year delay in completing this project, labor and equipment costs have increased. Therefore, a ten percent (10%) contingency fee of the original projected cost is requested.

ChargePoint Inc.	\$151,950.00
Ten Percent Contingency Fee	\$15,195.00
Total Not to Exceed	\$167,145.00

STATEMENT OF THE ISSUE

Staff encumbered funds for the electric vehicles, but did not encumber funds for the charging stations returning the funding back to the Equipment Rental Fund Balance. At the request of the City Council, staff applied for funding from the Southern California Edison charging station program in lieu of expending City Funds, however, the City's application was not approved. Therefore, staff is now requesting that the funding that was previously allocated for the charging stations under Resolution No. 25,674 be added to the Community Improvement Services Fiscal Year 2023 – 2024 budget in order to pay for the charging stations and ancillary infrastructure installation.

Upon approval from the City Council a purchase order will be issued to ChargePoint, Inc. for the purchase and installation of ten (10) charging stations in an amount not to exceed One Hundred Sixty-Seven Thousand One Hundred Forty-Five Dollars (\$167,145.00).

FISCAL IMPACT

Funds are available in the Equipment Rental Fund Balance and the Fiscal budget will need to be amended as follows: 2023-2024:

Increase Expenditure	Account Description	Amount
6000-720-000-4333	Equipment Rental – Automotive Equipment	\$167,145.00

The purchase order will be allocated to ChargePoint, Inc. as follows and funds for this expenditure are available in the Equipment Rental Fund Balance Account No. 6000-720-000-4333:

Vendor	Vehicles/Equipment	Quantity	Amount
ChargePoint, Inc	Charging Stations & Installation	10	\$167,145.00

RECOMMENDATION

Staff recommends adoption of the attached Resolution.

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

APPROVED FOR FORWARDING:

**WILLIE A. HOPKINS
CITY MANAGER**

1 RESOLUTION NO. 25,674

2 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
3 AMENDING THE 2021-2022 FISCAL YEAR BUDGET TO TRANSFER FUNDS
4 AND AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS
5 AND SIGN SUPPORTING DOCUMENTS TO EVTS, INC. AND
6 CHARGEPOINT, INC. FOR ELECTRIC PARKING VEHICLES AND
7 CHARGING STATIONS AND ANCILLARY INFRASTRUCTURE (\$651,950.00)

8 WHEREAS, the City of Compton employees utilize various service vehicles
9 (sedans, pickup trucks and sport utility vehicles) in the performance of their duties; and

10 WHEREAS, vehicles in service have reached the end of their useful life as they
11 were purchased in 2008 and the cost of maintenance is cost prohibitive to maintain; and

12 WHEREAS, the South Coast Air Quality Management District collects funding
13 under Assembly Bill 2766 on behalf of the City of Compton designated for the
14 programs/projects that reduce vehicle emissions; and

15 WHEREAS, the City of Compton wishes to utilize the funding of Five Hundred
16 Thousand Dollars (\$500,000.00) collected by the South Coast Air Quality Management
17 District to convert the vehicles used by the Parking Enforcement Division of the
18 Community Improvement Department from gas-based vehicles to electric-based
19 vehicles; and

20 WHEREAS, the Metropolitan Area Planning Council (MAPC) went through a
21 formal Request For Proposal process to solicit vendors to provide Electric and
22 Hydrogen Powered Public Service Vehicles, Light-Duty Trucks, Paratransit Vehicles,
23 Passenger Shuttles, Public Works Construction Equipment and Related Factory
24 Options under RFP No. GBPC 2020 on behalf of the Greater Boston Police Council,
25 Inc. (GBPC); and

26 WHEREAS, the MAPC contract allows members of the GBPC the opportunity to
27 purchase vehicles at the same cost as the GBPC and the City of Compton is a member
28 of the GBPC in good standing; and

29 WHEREAS, review of the MAPC's procurement process satisfies the City's
30 procurement requirements, thus by using the MAPC pricing, the City will benefit from a
31 better price on the selected vehicles; therefore, staff recommends acquiring the
32 needed vehicles from the authorized vendor at the cost of \$500,000; and

WHEREAS, these vehicles will also be outfitted with the appropriate equipment
(light bars, tow hitches, City Logo and Department decals, etc.) to allow staff to use the
vehicles in their daily duties as soon as they are delivered; and

WHEREAS, the electric vehicles require charging stations to properly operate,
staff utilized its membership in Sourcewell, formerly National Joint Powers Association,
to solicit a proposal from ChargePoint, Inc. for the purchase and installation; and

WHEREAS, ChargePoint, Inc. provided a proposal totaling \$138,136.00 for the
installation of ten (10) charging stations and supporting electrical service and staff has
included a ten percent (10%) contingency of \$13,814.00 for a total of \$151,950.00; and

WHEREAS, the 2021-2022 Fiscal Year budget must be amended to fund these
expenditures.

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

Section 1. That the quotes from evTS, Inc. and ChargePoint, Inc. are hereby accepted.

Section 2. That funds for this expenditure are available in the Equipment Rental Fund Balance and the Fiscal Year 2021-2022 budget shall be amended as follows:

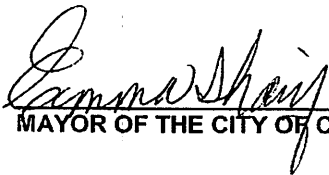
Increase Expenditure	Account Description	Amount
6000-720-000-4333	Equipment Rental – Automotive Equipment	\$651,900.00

Section 3. That the City Manager is hereby authorized to issue purchase orders and all necessary documentation to evTS, Inc. for the purchase of ten (10) Firefly ESV vehicles in the amount not to exceed of \$500,000.00, to ChargePoint, Inc. for the purchase and installation of ten (10) vehicle charging stations and ancillary support equipment in the amount not to exceed \$151,950.00.

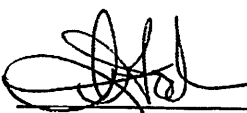
Section 4. That a copy of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, Community Improvement, Community Development and Fire Departments.

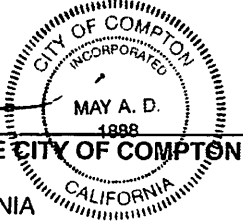
Section 5. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this 7TH day of JUNE, 2022.


MAYOR OF THE CITY OF COMPTON

ATTEST:

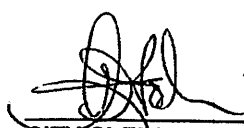

CITY CLERK OF THE CITY OF COMPTON
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON: ss



I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor and attested by the City Clerk at the regular meeting thereof held on the 7TH day of JUNE, 2022.

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

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


CITY CLERK OF THE CITY OF COMPTON

