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

COMPTON CITY COUNCIL
AGENDA
06/25/2024

CLOSED SESSION – 4:30 PM
PUBLIC MEETING – 5:30 PM
PUBLIC HEARING – 5:45 PM

HEARING(S)

5:45 P.M. PUBLIC HEARING - TO AUTHORIZE THE SUBMISSION OF THE HUD-MANDATED 2024-2025 ANNUAL ACTION PLAN AND THE 2020-2024 CONSOLIDATED PLAN TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)

OPENING

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC COMMENTS ON CLOSED SESSION ITEMS ONLY

CLOSED SESSION

PENDING LITIGATION
Kareemah Bradford v. City of Compton - Case No. TC026769 & 18 STCV01367
Pursuant to Government Code Section 54956.9(a)

PUBLIC MEETING – 5:30 PM

REPORT ON CLOSED SESSION ACTIONS

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 28, 2024

2. OCTOBER 24, 2023

BUILDING AND SAFETY

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO GOVCONNECTION INC. FOR COMPUTER EQUIPMENT FOR THE BUILDING AND SAFETY DEPARTMENT IN AN AMOUNT NOT TO EXCEED $763.36

GRANTS DEPARTMENT

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT WITH AND ESTBALISH A PURCHASE ORDER FOR B-ADAIR CONSULTING & ADMINISTRATIVE SERVICES TO PROVIDE GRANT FINANCIAL RECONCILIATION ($24,900)

RISK MANAGEMENT

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO EXECUTE AN INSURANCE BINDER WITH ALLIANT INSURANCE SERVICES FOR RENEWAL OF THE CITY'S INSURANCE POLICY PORTFOLIO FOR FISCAL YEAR 2024-2025 AND FINANCE AGREEMENTS FOR FISCAL YEAR 2024-2025

REGULAR AGENDA

CITY MANAGER'S REPORT

6. POWERPOINT PRESENTATION - CITY MANAGER'S UPDATE

7. FIREWORKS APPLICATION APPROVAL/DENIAL (ACTION ITEM)

8. A REQUEST TO SCHEDULE A PUBLIC HEARING - FOR SOLID WASTE AND RECYCLABLE MATERIALS HANDLING SERVICES, DELINQUENCIES TO BE COLLECTED ON THE LOS ANGELES COUNTY TAX ROLL FOR FISCAL YEAR 2024 - 2025 AND COMBINED OUTSTANDING BALANCES FOR TAX ROLL BILLING FISCAL YEAR 2023-2024 TO BE HELD JULY 23, 2024 @ 5:35 P.M.

UNFINISHED BUSINESS

9. 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)

10. 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.

11. 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)

12. 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)

13. 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)

NEW BUSINESS

14. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING THE BUDGET FOR FISCAL YEAR 2024-2025

15. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2023-2024 BUDGET AND AUTHORIZING THE CITY MANAGER TO ESTABLISH A PURCHASE ORDER WITH THE BLUE DIAMOND COMPANY FOR THE PURCHASE OF ASPHALT MATERIAL FOR CITYWIDE ROAD REPAIR IN AN AMOUNT NOT TO EXCEED ONE HUNDRED THOUSAND DOLLARS ($100,000)

16. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE GENERAL SERVICES DEPARTMENT 2023-24 FISCAL YEAR BUDGET, APPROPRIATING FUNDS FROM MEASURE P FUND BALANCE AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A 3-YEAR AGREEMENT WITH JOHNSON CONTROLS, INC. AND ISSUE A PURCHASE ORDER FOR PREVENTATIVE MAINTENANCE SERVICES OF THE HEATING AND COOLING SYSTEM AT COMPTON CITY HALL ($252,405.00)

17. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A FIVE (5) YEAR LEASE AGREEMENT WITH ANGELS FOR SIGHT FOR THE LEASE OF CITY-OWNED PROPERTY LOCATED AT 920 NORTH ALAMEDA STREET

18. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE MUNICIPAL WATER DEPARTMENT'S ARPA FISCAL YEAR 2023-2024 BUDGET, AUTHORIZE THE CITY MANAGER TO ENTER INTO A THREE-YEAR ENTERPRISE AGREEMENT WITH THE ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (ESRI), AND A THREE YEAR TECHNICAL SUPPORT AGREEMENT WITH PRO-WEST ASSOCIATES AND TO ISSUE PURCHASE ORDERS TO ESRI, PRO-WEST ASSOCIATES AND INSIGHT PUBLIC SECTOR FOR GEOGRAPHICAL INFORMATION SYSTEM (GIS) SOFTWARE, TECHNICAL SUPPORT AND HARDWARE (TABLETS).

19. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH CHANDLER ASSET MANAGEMENT, INC. TO PROVIDE INVESTMENT ADVISORY SERVICES ($100,500)

20. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE PROPOSAL FROM YUNEX TRAFFIC (FORMERLY SIEMENS MOBILITY, INC.) FOR CITYWIDE TRAFFIC SIGNAL AND STREET LIGHT MAINTENANCE AND EMERGENCY RESPONSE SERVICES, TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR SERVICE AGREEMENT WITH TWO (2) TWO-YEAR EXTENSION OPTIONS FOR ONE MILLION THREE HUNDRED FIFTY THOUSAND DOLLARS ($1,350,000), TO ESTABLISH A PURCHASE ORDER IN THE AMOUNT OF FOUR HUNDRED FIFTY THOUSAND DOLLARS ($450,000) FOR ONE YEAR OF TRAFFIC SIGNAL AND STREET LIGHT MAINTENANCE SERVICES AND TO ESTABLISH AN ADDITIONAL PURCHASE ORDER IN THE AMOUNT OF SIXTEEN THOUSAND NINE HUNDRED SEVENTY-EIGHT DOLLARS AND FIFTY-FOUR CENTS ($16, 978.54) TO PAY OUTSTANDING INVOICES

21. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A MULTI-YEAR AGREEMENT WITH GOVINVEST INC. FOR PROFESSIONAL SOFTWARE MANAGEMENT SERVICES FOR UPGRADING THE CITY'S LABOR COSTING MODULE, PENSION MODULE, OPEB MODULE, AND GASB REPORTING SERVICES ($170,292.21), AND TO ISSUE A PURCHASE ORDER IN THE AMOUNT OF ($56,764.07) FOR THE FIRST YEAR OF SERVICES.

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: 7/2/2024 5:30 PM
Visit our website at http://www.comptoncity.org

MAY 28, 2024

The Compton City Council meeting was called to order at 4:02 p.m. by Mayor Emma Sharif in the Council Chambers of City Hall. The Moment of Silence Ceremony and the Pledge of Allegiance was led by Mayor Sharif.

ROLL CALL

Council Members Present - D. Duhart, J. Bowers, Mayor E. Sharif
Council Members Absent - A. Spicer, L. Darden *(Joined the meeting after closed session)*

Other Officials Present: **E. Perrodin, V. McDaniel, Willie A. Hopkins**

CLOSED SESSION AGENDA ITEM

Pending Litigation vs. The City of Compton:
Arturio Denis Halloway, Case No. 20STCV09528
Margarita Araiza, Case No. 22CMCV00402
Susan Hill, Case No. 21STCV37464
Janette Lievano, Case No. 22STCV25910
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 items.

RECONVENE TO OPEN SESSION

On motion by Spicer, seconded by Darden, the meeting reconvened at 5:46 p.m. by the following roll call vote:

Council Members Present – Duhart, Spicer, Bowers, Darden, Sharif
Council Members Absent – None

REPORT OUT OF CLOSED SESSION

City Attorney Perrodin informed that in closed session, regarding pending litigation, there is nothing to report out.

Mayor Sharif agreed that there was nothing to report out and the evaluation would be continued to next week.

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Maria Villareal her No. 1 concern was about small businesses in the City of Compton.
She would like to see if it's possible that the City Council could give a town hall meeting regarding business licenses and permits.

She suggested it was confusing for the businesses and for herself. She wanted to know how we can fix and help with the licensing permits. She said some businesses have been in the city for four years without a business license, because they aren't aware of the process.

Code enforcement issues citations, leave them there and don't come back until the next year. The fire department comes in with the intention to close the business. She said they are doing their job but it's not right for the businesses.

Lynn Boone spoke about the minutes. She quoted Section 700 of the charter, the first one letter A, "The Duties of the City Clerk: Attend all meetings of the City Council and be responsible for the recording and maintaining of a full and true record of all the proceedings of the City Council in books."

She expressed concern with the City Clerk telling residents to come to the office to pick up a video of the Council Meeting was outrageous.

She further indicated that minutes should report true and factual. Ms. Boone said that the notes should be verbatim.

She informed that the next council meeting she would bring up the job specs for the deputies and the City Clerk. She also spoke about the order and timeliness of the public meeting. She stated clerks that are appointed are not recognized, only elected clerks.

Kinsey Jones referenced Long Beach Boulevard and the need for tree trimming because they only trim one side. Mr. Jones spoke of using his own water to wash the berries off the sidewalk, causing his water bill to rise.

He also referenced a broken fence at the corner of Temple near where the Mc Donald's used to be located. It's never been fixed as well as the trees needing to be trimmed in the same area.

He spoke about the poor lighting near the former hotel that was torn down at the corner of Pauline and Caldwell contributes to accidents.

He referenced a daycare opening in the same location and prostitution being a potential problem for that business.

Vanessa Cain spoke about problems that exist take longer to cure because of improper representation by the City Council and the City Attorney. She didn't understand that the company filling the potholes was suing the city because the materials that were being used were an inferior product and better material should be used.

She spoke about her passion for climate justice, clean water, clean infrastructure, solid infrastructure, public service, quality education, all being a part of climate justice and voiced concern about the vendors throwing oil down city drains, destroying the water supply and the city being complicit in that destruction due to lack of oversight.

Anthony Lewis spoke about Item No. 6 and 10 on the agenda and the delinquencies with the waste pickup and would the residents, who are current, have their bills placed on the tax bill and expressed approval of the City Treasurer's report emphasizing the kind of money that was made for the City.

He's noticed the Sheriff's Department's patrolling of the City has been enhanced as well as code enforcement, and the traffic pole light on the corner of Alondra and Tajauta is repaired but not in operation as yet and complimented Public Works as well as Damon and Nicole.

Mr. Lewis spoke about Item D, Kelly Park, and what a wonderful project it was for the $10,000 spent. He suggested fixing the lattice at the top of the building. He also spoke about Wilson Park having playground equipment that was going to complement the basketball courts.

He referenced Lueder's Park having new tennis courts, and Gonzales Park activities. He's hoping to introduce a sports authority to the City to generate extra revenue and has ideas and thoughts to help with Parks and Recreation.

He spoke, briefly, about the complaints about the minutes and starting his own minutes. He felt Madam City Clerk McDaniel was doing an excellent job regarding the minutes. He stated, if minutes were needed, get a copy of those videotapes, everything was documented in the videotapes.

Mr. Miller Martin spoke about the need for a four-way stop sign on Stockwell and Grandee and Noticed that a sheriff was on call, when he was leaving, he ran the stop sign on Grandee and almost ran into a couple of cars that had the right-of-way. He expressed desire to bring businesses into the city and have a few commitments already, but they're waiting for him.

He doesn't know the plans of the city but wants to see something different than what's happening now. He was unsatisfied with the City Council's decision-making.

He added that between Raymond and Greenleaf, on Wilmington, the Main Street, you cannot see the sidewalk because of weeds and expressed a desire to be on the beautification committee as well as parks and recreation to help bring programs to help the children.

Mr. Miller also stated that he wanted the City Council to be part of his desire to bring high-end income traffic into the City as Inglewood, Downey, Long Beach and Beverly Hills has done, and took exception to the prostitution he witnessed on Long Beach Boulevard. He said it was up to the City Council to put an end to the prostitution on Long Beach Boulevard.

Madam City Clerk McDaniel addressed the fireworks public hearing stating the fireworks public hearing that was scheduled for 5:35, under Item No. 5, under City Manager's Report, staff is asking that that hearing be rescheduled to June 18, 2024, asking for Council approval to reschedule.

CONSENT AGENDA

Council Member Duhart requested to remove Item No. 3 for discussion.

APPROVAL OF MINUTES

1. SEPTEMBER 26, 2023

2. MAY 7, 2024

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

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

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGERT YO AMEND THE FISCAL YEAR 2023-2024 BUDGET APPROPRITATING FUNDS FROM BALANCE AND ESTABLISH A PURCHASE ORDER WITH MARS ENVIRONMENTAL, INC FOR ENVIRONMENTAL DISPOSAL ($20, 025.75)

Councilperson Duhart questioned the amount of money remaining in the Public Works Street Maintenance Equipment Rental sum balance.

City Manager Hopkins estimated there was some $80,000, but needed to verify what that amount is but was sure there was an excess of the amount asked for.

Councilperson Duhart retorted that the questions she had were answered, but, in the future, could the City Manager include such information in the staff report for the public to be informed.

On a motion by Spicer, seconded by Darden, **Resolution No. 26, 052,** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER YO AMEND THE FISCAL YEAR 2023-2024 BUDGET APPROPRIATING FUNDS FROM BALANCE AND ESTABLISH A PURCHASE ORDER WITH MARS ENVIRONMENTAL, INC FOR ENVIRONMENTAL DISPOSAL ($20, 025.75)' 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**

REGULAR AGENDA

CITY MANAGER'S REPORT

4. A REQUEST TO SCHEDULE A PUBLIC HEARING – TO AUTHORIZE THE SUBMISSION OF THE HUD-MANDATED 2024-2025 ANNUAL ACTION PLAN AND THE 2020-2024 CONSOLIDATED PLAN TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) FOR TUESDAY, JUNE 25, 2024 @ 5:45 P.M.

On a motion by Darden, seconded by Duhart, the hearing was scheduled for **June 25, 2024**, at **5:45** p.m. by the following vote on roll call:

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

5. A REQUEST TO RE-SCHEDULE THE 2024 FIREWORKS PUBLIC HEARING TO BE HELD ON JUNE 18, 2024 @ 5:35 P.M.

On a motion by Duhart, seconded by Darden, the firework's public hearing, was scheduled for **June 18, 2024**, at **5:35 p.m**. by the following vote on roll call:

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

6. A REQUEST TO SCHEDULE A PUBLIC HEARING FOR CHARGES RELATED TO SOLID WASTE AND RECYCLABLE MATERIALS HANDLING SERVICES, DELINQUENCIES TO BE COLLECTED ON THE LOS ANGELES COUNTY TAX ROLL FOR FISCAL YEAR 2024-2025 AND COMBINED OUTSTANDING BALANCES FOR TAX ROLL BILLING FOR FISCAL YEAR 2023-2024

Council Member Duhart wanted to know why delinquencies were there when this item is on the tax roll, and everything should be paid and current.

City Manager Hopkins gave clarity that this item was focused on some individual as well as some commercial trash accounts. The delinquencies would be added if they're not paid by the time the tax rolls were completed.

Dawn Benton, with Republic Services, clarified that the items that would be sent to the tax roll, the delinquent items, are primarily related to commercial and multifamily/apartment complexes four units and above.

Council Member Bowers inquired if they were already being collected on the tax roll.

Dawn Benton responded that commercial and multifamily/apartment complexes were not on the tax roll. They were being billed by Republic Services directly, but the request was that the delinquent taxes be placed on the tax roll.

On a motion by Duhart, seconded by Darden, the public hearing was scheduled for **June 18, 2024,** at **5:45 p.m.** by the following vote on roll call:

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

CITY ATTORNEY'S REPORT

7. ORAL REPORT

City Attorney Perrodin reported that the City Council had authorized the following settlement in the past 90 days: Jerry Leggett versus the City of Compton, LA Superior Court Case No. 19STCV40919 settled for $3,975,000 and was dismissed on May 23rd, 2024.

Daren Rogers versus the City of Compton, et al. LA Superior Court Case No. 23CMCV00238 settled for 1,500 and was dismissed on April 16, 2024.

NEW BUSINESS

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A FIVE (5) YEAR LEASE AGREEMENT WITH ANGLES FOR SIGHT FOR THE LEASE OF CITY-OWNED PROPERTY LOCATED AT 920 NORTH ALAMEDA STREET

City Attorney Perrodin responded that he'd like to have the item pulled because some legal issues have arisen since the agenda was posted.

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE GENERAL SERVICES DEPARTMENT 2023-2024 FISCAL YEAR BUDGET TO APPROPRIATE $373,856.96 FROM THE INSURANCE RECOVERY FUND AND ENTER INTO AN AGREEMENT AND ESTABLISH A PURCHASE ORDER TO VINCOR CONSTRUCTION, INC ($373,856.96)

On a motion by Darden, seconded by Duhart, **Resolution No. 26,053** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE GENERAL SERVICES DEPARTMENT 2023-2024 FISCAL YEAR BUDGET TO APPROPRIATE $373,856.96 FROM THE INSURANCE RECOVERY FUND AND ENTER INTO AN AGREEMENT AND ESTABLISH A PURCHASE ORDER TO VINCOR CONSTRUCTION, INC ($373,856.96)'** was adopted by the following vote on roll call:

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

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO REPUBLIC SERVICES FOR ($58,000) TO PURCHASE TWO THOUSAND (2,000) TONS OF COMPOST & MULCH NEEDED TO HELP MEET THE SB 1383 ANNUAL PROCUREMENT TARGET GOAL OF FIVE THOUSAND EIGHTY-FOUR (5,084) TONS FOR FISCAL YEAR 2023-2024

Mayor Sharif inquired about the purchase of compost being by bid or just one business being selected.

City Manager Hopkins informed that the acquisition of this compost went through a formal solicitation, in February or March, and there were quotes from four vendors.

Republic Services was the cheapest of the two responsive bids. There were two unresponsive bids. Republic Services came in at $58,000, and CM Top Soil came in at $165,000. Hence, Republic Services was selected.

Mayor Sharif said the inquiry was because she wanted to know protocol for inquiry of different agencies, like the Sanitation Board District, whether they would be able to assist the city. She suggested that's something the city could possibly look into in the future.

Council Member Spicer pointed out the difference of $113,000 in Republic's bid of 58,000 and CM's bid of 165,000. He inquired about the quality of mulch.

City Manager Hopkins explained that Republic is the primary source of this type of mulch, given the nature of their business.

Council Member Darden wanted the City Manager to summarize what is taking place with the resolution.

City Manager Hopkins informed that the resolution is for procuring compost and mulch for the purpose of combating climate change and reducing landfill methane emissions. Compost and mulch are used, in landscape, to enhance the landscape, saves water and reduces greenhouse gas emission.

He explained that all of this is in support of SB1383. The City is going to use the compost and mulch in the landscape. It will also be available for the City Departments, local businesses and Compton residents.

The product staging/distribution will be 700 Bullis Road. A posting on the City Web Site, in the City Hall Lobby, as well as the Dollarhide Center and City Council chambers will reflect the same information.

On a motion by Duhart, seconded by Spicer, **Resolution No. 26,054** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO REPUBLIC SERVICES FOR ($58,000) TO PURCHASE TWO THOUSAND (2,000) TONS OF COMPOST & MULCH NEEDED TO HELP MEET THE SB 1383 ANNUAL PROCUREMENT TARGET GOAL OF FIVE THOUSAND EIGHTY-FOUR (5,084) TONS FOR FISCAL YEAR 2023-2024'** was adopted by the following vote on roll call:

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

11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE FISCAL YEAR 2023-2024 BUDGET APPROPRIATING FUNDS FROM FUND BALANCE AND ESTABLISH A PURCHASE ORDER WITH QUINN COMPANY TO PAY AN OUTSTANDING INVOICE AND FOR MAINTENANCE AND REPAIR SERVICES ($34,989.14)

Council Member Duhart inquired as to how much money was budgeted in the Public Works Street Maintenance Department.

On a motion by Spicer, seconded by Duhart, **Resolution No. 26,055** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE FISCAL YEAR 2023-2024 BUDGET APPROPRIATING FUNDS FROM FUND BALANCE AND ESTABLISH A PURCHASE ORDER WITH QUINN COMPANY TO PAY AN OUTSTANDING INVOICE AND FOR MAINTENANCE AND REPAIR SERVICES ($34,989.14)'** 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

Council Member Darden offered the following communication/announcements:

- Participated in the City's audit committee meeting coordinated by the Controller's Office.
- Thursday, May 23rd, attended the Compton Entertainment Chamber of Commerce monthly business mixer at the Crystal Crab House Restaurant and Hotel. It was streamed live online at the Compton Entertainment Channel.
- On Saturday the 25th, attended Sunny Cove Appreciation Breakfast for the Compton Fire Department.
- Thanks to Sunny Cove Block Club and Bright Lights of Compton for showing the firefighters and EMTs appreciation for their services.
- On Saturday the 25th attended the Founders Day Program at Dollarhide Community Center coordinated by the 125 Historical Society.
- On Thursday she will be attending the dedication ceremony of the new 2024 service fleet for Compton Fire Department.
- On Friday the 31st she will be attending Fajitas Foundation for their first annual walk ride and roll to school day at Emerson Elementary School. The event is aimed at encouraging alternative modes of transportation and promoting physical activity.
- On Friday the 31st she will be participating in the strategy and training with human trafficking organizations, elected officials and concerned community members at the Restoration Diversion Services located at 209 North Long Beach Boulevard, Compton, California.

- The street outreach will begin at 7:00 p.m. and conclude at 10:00 p.m. The aim is to provide contact and support to the girls on Long Beach Boulevard, who are caught in the bondage of sexual exploitation.

- Ms. Ruby Evans, a popular daycare provider, longtime resident in District 4, passed away. Formal service will be at the Proud Bird Restaurant 11022 Aviation Boulevard in Los Angeles, California. On Sunday, June 9th, 2024, from 2:00 p.m. to 8:00 p.m. The family ask that all attendees wear brightly colored clothing and preferably do not wear black colored clothing.

- The closing was in memory of Yolanda "Yollie" Hayes. Yollie was a longtime former employee with the City of Compton. Services are pending.

- Ms. Darden informed that the fencing, referred to earlier, at Temple and Long Beach Boulevard is owned by the successor agency. She has requested repair for over a year and a half. She will request an update on the fencing.

- Public safety: Whenever there's a situation encountered by employees, whether directly or indirectly, that surrounds public safety, the matter should be directed for resolution by the city.

- If you see a pothole that is a possible danger, report it. If you see graffiti, litter, abandoned vehicles, et cetera please report it. The city must be active in the application of reporting safety, and a vanguard for a clean and beautiful City of Compton at large.

- Residence, please call Republic Services at 800-299-4898 or the City's Municipal Services at (310) 605-5524, the Water Department for bulky item pickup, 48-hours' notice, in advance of collection, need to be followed.

- All residents qualify for bulky item pick up on an ongoing on-call basis, once per quarter, free of charge. This is for a maximum of six hours, six items per collection. Bulky items: Chairs, sofa, mattresses, rugs, appliances, et cetera, so no hazardous materials or car parts are accepted.

Council Member Bowers offered the following communications/announcements:

- This Friday, May 31st, a collaboration between elected officials, community resource agencies and community groups will conduct an initial outreach awareness and educational event towards first steps in addressing prostitution and sex traffic within the city.

- It is the goal to fully eradicate this problem in the City of Compton. This undertaking requires support from the City Government, law enforcement and the community.

- There will be progress reports, as this initiative develops, Friday at 7:00 p.m. at 208 North Long Beach Boulevard. Members of the community are welcome to come out and support this outreach.

- Third District second quarter town hall meeting is scheduled for Saturday, June 8th from 10:00 to 12:00 at Burell Mac Donald Park. Speakers will be in attendance to address current topics within the city. All residents are welcome to attend to voice their concerns and be a part of creating solutions.

Council Member Spicer offered the following communications/announcements:

- During the Compton dedication ceremony of the new 2024 service fleet on May 30th, 2024, between 1:00 p.m. and 4:00 p.m. The address is 201 S. Acacia Avenue at 1:00 o'clock. We'll have a meet and greet with the firefighters and at 2:00 there will be a dedication ceremony.

- This Friday, May 31, there will be a know-your-rights meeting for those who are facing eviction. If you are served with a 3, 30, 60, 90 or 120-day notice, there will be resources for you as it relates to the eviction process, overview. There will be tenant rights and protection, tenant defense against evictions and housing resources at the Dollarhide Community Center May 31st between 2:00 and 5:00 p.m.

- There will be a ribbon cutting of the new playground apparatus over at Wilson Park this Saturday, June 1st at 10:00 a.m.

- The District 2 town hall meeting will take place June 19 at 6:00 p.m. at Dollarhide Community Center at 301 N. Tamarind Avenue. Details will be available on the City's Web Site and on social media.

Council Member Duhart offered the following communications/announcements:

- On Wednesday, May 22nd, she attended the Los Angeles County micro grant celebration where 100 recipients were selected to receive $500 to fund project dedicated to inspiring kindness throughout the community.

- Congratulations to all micro recipients especially those selected from Compton and is eager to support the recipients.

- Attended Compton Youth Builds annual open house where the Impactful Bites Catering class demonstrated the art of making crepes. Thanks to Youth Build for pouring into the youth and providing them with valuable skills.

- On Saturday, May 25th, she cohosted Compton 136 founders' day at Dollarhide Community Center. Thanks to everyone who came out and wished our great city a happy 136th birthday.

- Extend a special thank you to the Compton 125 Historical Society for orchestrating a wonderful event and Council Woman Maxine Waters for attending, Senator Bradford for attending in honoring Compton's great legacy.

- Wednesday, May 29th, the American Dream hiring spree will be hiring individuals. The event is free and open to all. A picture ID is required to attend the event. The place is Los Angeles County Office of Education, the Ed Center West. The address is 12830 Columbia Way, Downey, California from 8:30 a.m. to 12 noon.

- The available positions are as follows: Customer service, retail, administrative, security, nonprofit and more. Dress for success. Bring your resumés. Meet ready-to-hire employers. There will be on-the-spot interviews, supportive resources, expungement workshop, CalFresh Mobile Unit. If interested, contact area code (562) 922-6765 or Downeyjobclub@LACOE.EDU.

- Saturday, June 15th from 9:00 a.m. to 5:00 p.m. she will be cohosting the annual Juneteenth celebration in collaboration with Neighborhood Housing Service. NHS is offering free mammograms for anybody interested.

- She is dedicated to ensuring that our community has access to this crucial service. To schedule a screening call area code (909) 622-3166.

- In closing, remember to eat, buy and shop in Compton.

Mayor Sharif offered the following communications/announcements:

- Addressed the Long Beach Boulevard issue of prostitution that affects not only Compton but other cities as well.

- She expressed a desire, along with Council Member Darden, to get information to collaborate with other cities regarding the problem of prostitution as it will affect other cities.

- Counsel Woman Joni Oddie, City of Long Beach, is willing to work with the Compton City Council on the issue as well as Lynwood.

- **Council Member Bowers** stated that some of the organizations in Long Beach use what is called Project Shield, out of Huntington Beach, Gems Uncovered, in Long Beach, Restoration Diversion Services, in Compton, to assist the girls.

- Monday, May 27th, was the celebration of Memorial Day. She gave honor to the men and women who served in the United States Military and given their lives to serve our country and for the freedom we all enjoy today.

- Wednesday, May 22nd, she had the opportunity to attend and engage on a panel in Magic Johnson Center regarding the LA County Homeless initiative and shared the positive impact that Pathway Home Program has had on the community and how instrumental collaboration has been in providing relief for many in need.

- The power of regional partnerships has been key for the City of Compton in providing homeless services for the community.

- She enjoyed being there on Wednesday and having the opportunity to converse with like-minded leaders who are also concerned about bringing meaningful resources throughout L.A. County.

- On Saturday May 25th Karen Harris and the Sunny Cove Block Club hosted a continental breakfast honoring the Compton firefighters and paramedics. Thanks to Ms. Harris and Sunny Cove Block Club for continued service.

- On Saturday, May 25, Compton Celebrated its 136th birthday in partnership with the Compton 125 Historical Society.

- Thanked the sponsors, WRD, Walmart and Cake Cutter institute. Thanks for helping to make this event possible. Thank you, Compton 125, Historical Society for helping us keep the City of Compton's history alive.

- Upcoming events, save the date, Thursday, June 15th, Mayor's office will be hosting a Juneteenth Freedom Day expungement event with the Compton public defender's office at Dollarhide Community Center from 10:00 a.m. and 2:00 p.m. Residents and neighboring cities allowed to receive free expungement services. In closing, she thanked the residents of Compton for coming out.

ADJOURNMENT

On a motion by Duhart, seconded by Darden, the meeting was adjourned at 6:44 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**

OCTOBER 24, 2023

The Compton City Council meeting was called to order at 4:30 p.m. by Mayor Emma Sharif in the Council Chambers of City Hall. The Moment of Silence Ceremony and Pledge of Allegiance was also led by Mayor Emma Sharif.

ROLL CALL

Council Members Present: **A. Spicer, L. Darden, Mayor E. Sharif**
Council Members Absent: **D. Duhart, J. Bowers**

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

PUBLIC COMMENTS ON CLOSED SESSION ITEMS ONLY – There were no public comments on closed session items.

CLOSED SESSION
PENDING LITIGATION - QUINTERO V. DANIEL OLIVER, CITY OF COMPTON, ET AL., – LASC No. 22 STCV 12731 PURSUANT TO CODE SECTION 54956.9(d)(1)

On motion by Darden, seconded by Spicer, to recess the City Council meeting to closed session at 4:36 p.m. by the following vote on roll call:

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

On motion by Darden, seconded by Spicer, to reconvene the City Council meeting at 5:35 p.m. by the following vote on roll call:

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

REPORT ON CLOSED SESSION ACTION(S)

City Attorney Perrodin reported out that City Council met in closed session regarding pending litigation - Quintero v. Daniel Oliver, City of Compton, et al., – LASC No. 22 STCV 12731 pursuant to Code Section 54956.9(d)(1). There was nothing to report.

COMMENDATORY RESOLUTIONS/PRESENTATIONS

1. **PRESENTATION – DARRIN S. WARD, FIRST YEAR MEDICAL STUDENT AT CHARLES R. DREW UNIVERSITY OF MEDICINE AND SCIENCE-COLLEGE OF MEDICINE (MAYOR EMMA SHARIF)**

Mayor Sharif recognized Darrin S. Ward with a certificate of achievement for his commitment and dedication to realizing his lifelong dream of becoming a physician. Darrin holds a bachelor's degree of science in psychology from UC Riverside and later earned a master's degree in biomedical science from CDU.

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Van Scott, The Garvey at 1434 Compton Boulevard, thanked the Mayor and City Council for taking the time to meet with them over the last month. He acknowledged the Council's feedback and affirmed that he is confident that they will be satisfied with the outcome of the project.

Susan Adams, Vice President of the Concerned Citizens of Compton, commended Mayor Sharif and Councilperson Darden for their support as she mourned the loss of her husband. She made comments about airport noise and safety, graffiti removal and street takeovers. She also asked the City Council to consider adopting the Safe, Clean & Friendly adage coined by Benjamin Holifield.

Josh Childress, The Garvey at 1434 Compton Boulevard, thanked the Mayor and City Council for working with them over the past two years. Ms. Childress stated that Item Number Eight addresses an exemption from CEQA and an access agreement which will allow them to continue the development of the property.

Bishop Guillory asked that the meeting be adjourned in memory of Evelyn Wells.

Delores Taylor petitioned the Mayor and City Council to assist her apartment repairs due to the damages caused by Storm Hilary.

Mayor Sharif referred Ms. Taylor to her assistant.

Benjamin Holifield thanked the Public Works Department for cleaning up West Compton Boulevard. He commended the City Council for hosting a community event in October and thanked Susan Adams for her kind words.

Vanessa Cain requested the selling price for 1434 West Compton Boulevard and any concessions for nearby residents. She also asked the City Clerk to explain the difference between a special election, the general election and a recall.

Lynn Boone referenced Item Numbers Three, Four and Five and asked for a copy of an amended City Charter. She suggested that these resolutions be rewritten for lack of transparency. She made comments about the election and questioned why the City Clerk swore in Andre Spicer to the City Council Second District seat.

City Clerk McDaniel read Court Case No. 21 STCP 02372 Andre Spicer v. Issac Galvan. The document declared Andre Spicer elected to the Compton City Council Second District seat due to four illegal votes casted for Issac Galvan (854-851 total votes) pursuant to election code 16703. The document is available for review in the City Clerk's Office Mondays through Thursdays from 7:00am to 6:00pm.

Maria Villareal, President of the Latino Chamber of Commerce, stated that she was offended by the comments made by Martin Miller last week. She commented that she considers herself to be a productive member of society and does not believe that she is the blame for the destruction taking place in the City.

Claudia Miranda, Vice President of the Latino Chamber of Commerce, asked the City Council to address the remarks made by Martin Miller during last week's meeting. She commented that the Latino community makes up sixty nine percent of Compton and they believe that they are not wanted here and being blamed for pre-existing concerns.

Rene Vines, Compton Brotherhood, petitioned the City Council to use the campfire grounds to host a community event.

Kefe Alex asked the City Manager to explain the process used to recruit talented professionals for vacant classified positions.

Rodney Lister asked the City Manager if the Planning Department notifies residents about developments being built within a half mile radius of their homes. He also requested an update on the amended budget.

Mayor Sharif advised Mr. Lister to contact the City Manager's Office.

Miller Martin referenced a conversation he had with Maria Villa Real regarding her primary focus on the Latino community. He asked the Mayor and City Council to select one chamber of commerce to serve all businesses, in an effort to attract multi-million-dollar businesses operated by small business owners.

CONSENT AGENDA

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

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

APPROVAL OF MINUTES

2. April 4, 2023 - **(Approved)**

CITY CLERK

3. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON CALLING FOR THE HOLDING OF A PRIMARY NOMINATING, GENERAL MUNICIPAL AND SPECIAL ELECTION TO BE CONSOLIDATED WITH THE STATEWIDE PRESIDENTIAL PRIMARY AND GENERAL ELECTION ON TUESDAY, MARCH 5, 2024 AND TUESDAY, NOVEMBER 5, 2024 RESPECTIVELY, FOR THE ELECTION OF CERTAIN MUNICIPAL OFFICERS AS REQUIRED BY THE PROVISIONS OF THE CITY CHARTER **(ORDINANCE #2,356)**

Councilperson Bowers asked the City Clerk to explain why the special election is being held in March 2024 instead of November 2024**.**

City Clerk McDaniel stated that because the City Attorney and City Council seat(s) have unexpired terms and the candidates are finishing those terms – the upcoming election is considered a special election to be consolidated with the statewide primary and general election.

Councilperson Bowers asked the City Clerk to explain the request for a million-dollar budget.

City Clerk McDaniel stated that they are adding vote centers and drop boxes for this election which has increased the cost of the election.

Councilperson Bowers requested the difference between a vote center and drop boxes.

City Clerk McDaniel explained that some residents like the convenience of dropping off their ballots whereas others prefer to vote in person. Ms. McDaniel also noted that the City Council adopted the budget which includes the 2023-2024 City Clerk's budget to conduct the 2024 election based on an analysis of prior elections.

Councilperson Bowers articulated his support for all-mail ballot elections exclusively.

City Clerk McDaniel mentioned that she was asked by council to add a vote center in District Four to accommodate the community.

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON CALLING FOR THE HOLDING OF AN ALL-MAIL BALLOT, PRIMARY NOMINATING, GENERAL MUNICIPAL AND SPECIAL ELECTION TO BE HELD ON TUESDAY, MARCH 5, 2024 AND TUESDAY, NOVEMBER 5, 2024, RESPECTIVELY, FOR THE ELECTION OF CERTAIN MUNICIPAL OFFICERS **(RESOLUTION NO. 25,918)**

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON REQUESTING THE LOS ANGELES COUNTY BOARD OF SUPERVISORS TO RENDER ELECTION SERVICES TO THE CITY OF COMPTON, RELATING TO THE CONDUCT OF A PRIMARY NOMINATING, GENERAL MUNICIPAL AND SPECIAL ELECTION TO BE HELD ON TUESDAY, MARCH 5, 2024 AND NOVEMBER 5, 2024 RESPECTIVELY **(RESOLUTION NO. 25,919)**

REGULAR AGENDA

NEW BUSINESS

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT AND ISSUE A PURCHASE ORDER WITH LOCALITY MEDIA, INC. DBA FIRST DUE TO UPDATE, FURNISH AND DELIVER A CLOUD/INTERNET-BASED RECORDS MANAGEMENT SOFTWARE (RMS) FOR THE FIRE DEPARTMENT ($44,550.00)

On motion by Spicer, seconded by Darden, **Resolution Number 25,920** entitled **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT AND ISSUE A PURCHASE ORDER WITH LOCALITY MEDIA, INC. DBA FIRST DUE TO UPDATE, FURNISH AND DELIVER A CLOUD/INTERNET-BASED RECORDS MANAGEMENT SOFTWARE (RMS) FOR THE FIRE DEPARTMENT ($44,550.00)"** was adopted by the following vote on roll call:

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

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON FIXING THE EMPLOYER CONTRIBUTION RATE AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT

On motion by Darden, seconded by Spicer, **Resolution Number 25,921** entitled **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON FIXING THE EMPLOYER CONTRIBUTION RATE AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT"** was adopted by the following vote on roll call:

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

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DECLARING THAT CERTAIN PROPERTY LOCATED AT 1434 W. COMPTON BOULEVARD IN THE CITY OF COMPTON IS EXEMPT SURPLUS LAND PURSUANT TO GOVERNMENT CODE SECTIONS 54221(b) AND 54221(f)(1)(A), APPROVING A RIGHT OF ENTRY AND ACCESS AGREEMENT BETWEEN THE CITY AND LANDSPIRE GROUP LLC WITH RESPECT TO THE PROPOSED SALE OF THE PROPERTY TO LANDSPIRE GROUP LLC AND THE DEVELOPMENT OF AN AFFORDABLE HOUSING PROJECT THEREON, FINDING THAT THIS ACTION IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA), AND TAKING RELATED ACTIONS

Councilperson Bowers asked the City Manager to explain the process used to notify residents about proposed developments.

Cecil Flouronoy, Community Development Director, stated that residents are notified about proposed developments in their neighborhood through public hearings.

Councilperson Darden inquired about next steps if the soil is contaminated.

Mr. Flouronoy confirmed that there are remedies to remediating the site, such as the removal of contaminated soil and adding cleaner soil so that it is inhabitable for residents.

Councilperson Darden expressed a concern for the number of parking spaces provided for this project.

On motion by Bowers, seconded by Spicer, **Resolution Number 25,922** entitled **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DECLARING THAT CERTAIN PROPERTY LOCATED AT 1434 W. COMPTON BOULEVARD IN THE CITY OF COMPTON IS EXEMPT SURPLUS LAND PURSUANT TO GOVERNMENT CODE SECTIONS 54221(b) AND 54221(f)(1)(A), APPROVING A RIGHT OF ENTRY AND ACCESS AGREEMENT BETWEEN THE CITY AND LANDSPIRE GROUP LLC WITH RESPECT TO THE PROPOSED SALE OF THE PROPERTY TO LANDSPIRE GROUP LLC AND THE DEVELOPMENT OF AN AFFORDABLE HOUSING PROJECT THEREON, FINDING THAT THIS ACTION IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA), AND TAKING RELATED ACTIONS"** was adopted by the following vote on roll call:

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

COUNCIL COMMENTS

Councilmember Spicer offered the following communications/announcements:

- 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, 3D and 4D ultrasounds.

- Commented on the success of the Compton Initiative & Bright Lights of Compton Community Clean-Up event.

Councilmember Bowers offered the following communications/announcements:

- Announced the American Red Cross "Compton Sound the Alarm" event scheduled to be held on Saturday, November 4. Residents must sign-up for free fire alarm installation. For more information call (310) 445-9914 or go to www.redcross.org/lahomefire.

- 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.

- Invited the residents to attend the "Third District Pumpkin Patch" scheduled to be held on Sunday, October 29 at Walter Tucker Park from 3:00pm to 6:00pm. There will be games, contests and more.

***Councilperson Spicer out at 6:48pm.**

Councilmember Darden offered the following communications/announcements:

- Commented on the success of the Community Clean-Up held in the Second District and the Earring & T-Shirt Preparation Workshop.

- 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.

- 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. Topics will include the following: Homebuying, Republic Service Compost and Essentials, Compton Sheriff's Department District Four Crime Update and Street Improvement Update.

- Requested the meeting be adjourned in memory of Evelyn Marie Adams, the wife of former Assistant City Manager Lawrence Adams.

Mayor Sharif offered the following communications/announcements:

- Encouraged the residents to attend the Mayor & City Council "Halloween Festival" scheduled to be held on Friday, October 27 at Dollarhide starting at 5pm. For more information call (424) 344-0961

- 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 Civil Grand Jury. For more information call (424) 344-0961. The deadline to apply is November 9.

- Commented on the success of the 2023 Taste of Soul.

- Encouraged the residents to go to the Greater Zion Church Family "Harvest Festival" will be held on Tuesday, October 31 at 2408 North Wilmington Avenue from 6:00pm to 9:00pm.

ADJOURNMENT

On motion by Bowers, seconded by Darden, the meeting was adjourned in memory of **Evelyn Marie Adams** at 6:57 p.m. by the following vote on roll call:

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

CITY CLERK OF THE CITY OF COMPTON **MAYOR OF THE CITY OF COMPTON**

June 25, 2024

TO: MAYOR AND CITY COUNCIL

FROM: VICTOR OROZCO, CHIEF BUILDING OFFICIAL
BUILDING AND SAFETY DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO GOVCONNECTION INC. FOR COMPUTER EQUIPMENT FOR THE BUILDING AND SAFETY DEPARTMENT IN AN AMOUNT NOT TO EXCEED $763.36.

SUMMARY

This resolution authorizes the City Manager to issue a purchase order to GovConnection, Inc. in an amount not to exceed $763.36.

BACKGROUND

On November 9, 2023 the Building and Safety Department established a Purchase Order in the amount of $9,873.12 to cover the expenses of replacing outdated computers, iPads, and a desktop printer for the Department staff.

Upon the receipt of the computer related equipment, staff determined that the incorrect iPads were ordered and had to be replaced. The iPads received were wi-fi only and would only work within City Hall utilizing the City's wi-fi internet connection. For that reason, new iPads were ordered that would allow the Building Inspectors to have the ability to review, input, and open files from the field. The breakdown is as follows:

Original Order – Invoice No. 74753715		
(3) 10.9 iPad Cell 64GB Silver	$599.00/ea	$1,229.83
(3) iPad cases	$189.05/ea	$ 567.17
(3) State Environmental Fee	$4.00/ea	$ 12.00
Tax		$ 184.19
	Total	**$1,993.19**
Invoice Credit No. 17005641		
(1) 10.9 iPad Cell 64GB Silver	***Credit***	***($1,229.83)***
Amount Due		**$ 763.36**

A credit was issued in the amount of $1,229.83 by the vendor for the original iPads. However, during this period of replacement, GovConnection Inc., expenditures exceeded the City Manager's $25,000 authority.

STATEMENT OF THE ISSUE

Staff is requesting that the City Manager be authorized to issue a purchase order in the amount of $763.36 to cover the final payment for the computer equipment. Therefore, in order to make the final payment, City Council's authorization is necessary.

FISCAL IMPACT

Funds not to exceed $763.36 are available in the Building and Safety FY 23-24 budget in Account No. 1001-770-000-4336:

ALTERNATIVE

No other alternative is recommended.

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to issue a purchase order to GovConnection, Inc. in an amount not to exceed $763.36.

VICTOR OROZCO, CHIEF BUILDING OFFICIAL
BUILDING AND SAFETY DEPARTMENT

APPROVED FOR FORWARDING

WILLIE A. HOPKINS, JR
CITY MANAGER

WH:VO:RR

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO GOVCONNECTION INC. FOR COMPUTER EQUIPMENT FOR THE BUILDING AND SAFETY DEPARTMENT IN AN AMOUNT NOT TO EXCEED $763.36.

WHEREAS, this resolution authorizes the City Manager to issue a purchase order to GovConnection, Inc. in an amount not to exceed $763.36; and

WHEREAS, on November 9, 2023 the Building and Safety Department established a Purchase Order in the amount of $9,873.12 to cover the expenses of replacing outdated computers, iPads, and a desktop printer for the Department staff; and

WHEREAS, upon the receipt of the computer related equipment, staff determined that the incorrect iPads were ordered and had to be replaced, and

WHEREAS, the iPads received were wi-fi only and would only work within City Hall utilizing the City's wi-fi internet connection and for that reason, new iPads were ordered that would allow the Building Inspectors to have the ability to review, input, and open files from the field; and

WHEREAS, the breakdown is as follows:

Original Order – Invoice No. 74753715		
(3) 10.9 iPad Cell 64GB Silver	$599.00/ea	$1,229.83
(3) iPad cases	$189.05/ea	$ 567.17
(3) State Environmental Fee	$4.00/ea	$ 12.00
Tax		$ 184.19
	Total	**$1,993.19**
Invoice Credit No. 17005641		
(1) 10.9 iPad Cell 64GB Silver	***Credit***	***($1,229.83)***
	Amount Due	**$ 763.36**

;and

WHEREAS, a credit was issued in the amount of $1,229.83 by the vendor for the original iPads and during this period of replacement, GovConnection Inc., expenditures exceeded the City Manager's $25,000 authority; and

WHEREAS, staff is requesting that the City Manager be authorized to issue a purchase order in the amount of $763.36 to cover the final payment for the computer equipment; and

WHEREAS, therefore, in order to make the final payment, City Council's authorization is necessary; and

WHEREAS, funds not to exceed $763.36 are available in the Building and Safety FY 23-24 budget in Account No. 1001-770-000-4336; and

WHEREAS, Staff recommends that the City Council authorize the City Manager to issue a purchase order to GovConnection, Inc. in an amount not to exceed $763.36; 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 issue a Purchase Order to GovConnection, Inc for computer equipment for the Building and Safety Department in an amount not to exceed $763.36 from Account No. 1001-770-000-4336.

SECTION 2. Funds not to exceed $763.36 are available in the Building and Safety FY 23-24 budget in Account No. 1001-770-000-4336.

SECTION 3. That a purchase order in the amount of Seven Hundred Sixty-Three Dollars, Thirty-Six Cents ($763.36) for computer equipment for Building and Safety Department.

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 Building and Safety 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 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

June 25, 2024

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

FROM: **COMMUNITY DEVELOPMENT DEPARTMENT**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT WITH AND ESTBALISH A PURCHASE ORDER FOR B-ADAIR CONSULTING & ADMINISTRATIVE SERVICES TO PROVIDE GRANT FINANCIAL RECONCILIATION ($24,900.00)**

SUMMARY

Adoption of this resolution will authorize the City Manager to enter into a six (6) month (May 2024 through November 2024) professional services agreement with B-Adair Consulting & Services to provide grant financial reconciliation services and establish a purchase order in the amount of Twenty-Four Thousand Nine Hundred dollars ($24,900.00).

BACKGROUND

Having administered the City's federal grant programs in various capacities over the last twenty years, B-Adair Consulting & Services has specialized knowledge needed to administer these grants, including IDIS and DRGR access. Additionally, she has a master's degree in public administration and she has assisted over 30 cities with similar tasks. The scope of work contained herein takes into consideration a familiarity with and past experience working with the City of Compton CDBG, HOME and NSP funded programs.

Because of prior invoices being paid out of this fiscal year B-Adair Consulting and Services has reached the $25,000 threshold. However, the Grants Division is in need of her services to assist in the financial reconciliation of prior CDBG, HOME and NSP projects that she may have worked on.

STATEMENT OF THE ISSUE

Staff request authorization for the City Manager to enter into a service agreement with B-Adair Consulting and Services for financial reconciliation for CDBG and HOME grant programs for the City of Compton, Grants Division.

FISCAL IMPACT

Funds in the amount of $24,900.00 are available in the Grants Division Fiscal Year budget in Account NO. 2800-540-M11-4266

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

TURMEL WOODS
GRANTS COMPLIANCE MANAGER

APPROVED FOR FORWARD

WILLIE A. HOPKINS JR.
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT WITH AND ESTBALISH A PURCHASE ORDER FOR B-ADAIR CONSULTING & ADMINISTRATIVE SERVICES TO PROVIDE GRANT FINANCIAL RECONCILIATION ($24,900.00)

WHEREAS, adoption of this resolution will authorize the City Manager to enter into a six (6) month (May 2024 through November 2024) professional services agreement with B-Adair Consulting & Services to provide grant financial reconciliation services and establish a purchase order in the amount of Twenty-Four Thousand Nine Hundred dollars ($24,900.00); and

WHEREAS, having administered the City's federal grant programs in various capacities over the last twenty years, B-Adair Consulting & Services has specialized knowledge needed to administer these grants, including IDIS and DRGR access; and

WHEREAS, additionally, she has a master's degree in public administration and she has assisted over 30 cities with similar tasks. The scope of work contained herein takes into consideration a familiarity with and past experience working with the City of Compton CDBG, HOME and NSP funded programs; and

WHEREAS, because of prior invoices being paid out of this fiscal year B-Adair Consulting and Services has reached the $25,000 threshold. However, the Grants Division is in need of her services to assist in the financial reconciliation of prior CDBG, HOME and NSP projects that she may have worked on; and

WHEREAS, staff request authorization for the City Manager to enter into a service agreement with B-Adair Consulting and Services for financial reconciliation for CDBG and HOME grant programs for the City of Compton, Grants Division.

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

SECTION 1. That the City Manager, on the advice and approval of the City Attorney is hereby authorized to enter into a six (6) month agreement with B-Adair Consulting & Services for financial reconciliation for HUD programs, such as CDBG and HOME for the Grants Divisions.

SECTION 2. That funds for services rendered during the 2023-2024 fiscal Year have been appropriated in the Grants Division 2023-2024 Fiscal year Budget (account no. 2800-540-M11-4266), in the amount of Twenty-Four Thousand Nine Hundred dollars ($24,900.00)

SECTION 3. That a purchase order in the amount of $24,900.00 is authorized to be established for B-Adair Consulting & Services for financial reconciliation for CDBG and HOME grant programs from Account No. 2800-540-M11-4266.

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

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

ADOPTED this _____ 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

B-Adair
Consulting & Administrative Se

6971 KNOLLCREST LN # 51
Garden Grove, CA 92845
714-852-9477
brandy.adair@sbcglobal.net

December 7, 2023

Turmel Woods
City of Compton
Grants Management Division
205 S. Willowbrook Ave.
Compton, CA 90220

Subject: Proposal to Provide Grant Administrative Services for Federal Housing and Community Development Programs

Dear Mr. Woods:

In response to your request for proposals, I am pleased to hereby submit to the City of Compton's Grants Division this proposal to provide Grant Administrative Services for Federal Housing and Community Development Programs.

Having administered the City's Federal Grant programs in various capacities over the last twenty years, I have specialized knowledge needed to administer these grants, including IDIS and DRGR access. Additionally, I have a master's degree in public administration and I have assisted over 30 cities with similar tasks. The scope of work contained herein takes into consideration a familiarity with and past experience working with your City's CDBG, HOME, ESG, and NSP funded programs.

Should you have any questions or require additional information, please call me at (714) 852-9477. The following proposal is valid for 90 days.

Sincerely,

Brandy Adair
Owner/Sole Proprietor

OVERVIEW AND SCOPE OF WORK

Typically, communication takes place at least weekly or as needed and requested and is based on the tasks due. Consultant will accommodate the desired level of contact by the City.

The approach to plan preparation is largely based on HUD guidance. Recently HUD incorporated the Consolidated Plan, Annual Action Plan, and CAPER into IDIS OnLine, so that all key elements of the grants management cycle are integrated into a single system. This is expected to ensure consistency among the goals described in the Consolidated Plan and Action Plan and the outcome tracked in IDIS and reported in the Consolidated Annual Performance and Evaluation Report (CAPER) making the Consolidated Plan a more useful management tool.

The following scope of work is based on my familiarity with the new format, twenty-three years of IDIS experience (which includes having an existing user ID that will allow for expedited access to be an authorized user for your City), experience writing NSP Action Plans and QPR accomplishment reports in the DRGR system (which are very similar to the new Con Plan format) and extensive experience in preparing Consolidated Plans, Annual Action Plans, AI's, and CAPERs. The proposed scope of work is consistent with the content requirements recommended by the US Department of Housing and Urban Development (HUD) and assumes the City will help facilitate all community outreach as required. Consultant shall assist in the development of a community outreach strategy, provide consultation, and will be present at community meetings if requested.

All work as stated in Attachment 1 of the RFP will be performed with specific detail as follows:

Task 1: Annual Action Plan *(approximately 70 hours)*

Per HUD guidelines the annual Action Plan must include the following components:

- Resources Available
- Activities to be Undertaken
- Geographic Distribution of Activities
- Actions to Remove Impediments to Fair Housing
- Homeless Strategy
- Anti-Poverty Strategy
- Coordination
- Leveraging
- Monitoring
- Program Specific Requirements for each federal grant received
- Certifications
- Federal Application (SF 424)
- Listing of Proposed Projects (Table 3C)
- Public Comments/Citizen Participation
- Proof of Publication
- Be entered into IDIS OnLine (eConPlan Suite)

The Annual Action Plan is due to HUD 45 days before the start of the new fiscal year, which is around May 15. Consultant will assist the City to ensure proper public notices and public outreach for the Annual Action Plans are provided and will also assist with staff reports and resolutions for Council.

Task 2: Consolidated Annual Performance and Evaluation Report (CAPER) *(approximately 80 hours)*

Consultant will assist the City in preparing the annual CAPER. The CAPER will include:

- Assessment of Five-Year Goals and Objectives
- Affirmatively Furthering Fair Housing
- Affordable Housing
- Continuum of Care
- Other Actions
- Leveraging Resources
- Citizen Comments
- Self-Evaluation
- Monitoring
- Program-Specific Requirements for each grant received per HUD guidelines
- Related IDIS reports
- Any changes required by HUD
- Attendance at related meetings with City staff and/or City Council (if requested).
- Be entered into IDIS OnLine (eConPlan Suite)

The Annual CAPER for is due to HUD 90 days after the close of the fiscal year, which is around September 28. It is assumed that the city will be responsible for ensuring proper public notices and public outreach for the CAPER.

Task 3: Provide Integrated Disbursement and Information System (IDIS) and Disaster Recovery Grant Reporting (DRGR) Maintenance, Technical Assistance, and Grant Administration Services (*approximately 200 hours*)

Consultant will assist staff in setting up and maintaining CDBG project information on the Integrated Disbursement and Information System (IDIS) and Disaster Recovery Grant Reporting (DRGR) including but not limited to the following tasks:

- Activity set- up new and maintenance of activity status
- Enter and maintain project/activity accomplishments
- Report generation
- Activity funding as requested by City staff
- Set up draw-down vouchers as requested by City staff
- Create Program Income receipts
- "Clean up" IDIS and DRGR information as needed
- Provision of technical assistance to City staff on HUD program administration and reporting requirements

- Monitoring of programs and files for eligibility,
- File set-up and close-out
- Application Review and income eligibility determination
- Document drafting (i.e. agreements, environmental forms, tracking spreadsheets, budget, resolutions, staff reports, presentations to Council, etc.)
- Provide sub-recipient monitoring
- Provide staff training as requested
- Provide annual affordable housing monitoring
- Provide other administrative services as requested and included in the RFP Scope of Work/Services to be provided.

IDIS maintenance will occur as requested by City each year, with a minimum of quarterly to update accomplishments and create drawdown vouchers. General technical assistance will be provided as requested.

Services that are typically subcontracted include: GIS mapping, Environmental compliance, and Labor Compliance. These items can be further discussed upon award of contract. Administration of Programs such as First-time Homebuyer Program and Residential Rehabilitation Programs may be provided by consultant but would require further discussion upon award of contract to determine the level of service/hours needed on-site.

Examples of my work, all of which have met HUD guidelines were approved by HUD upon submission, can be found online.

Please see attached links below:
http://lahabraca.gov/DocumentCenter/View/2803
http://cityofchino.org/home/showdocument?id=11846 (starts on page 30)
http://cityoflagunaniguel.org/DocumentCenter/View/9434

Task 4: 5-year Consolidated Plan *(approximately 225 hours)*

The Consolidated Plan shall be written in the format recommended by HUD in the new manual found in the eCon Planning Suite at:
http://www.hud.gov/offices/cpd/about/conplan/pdf/conplan_manual.pdf and the estimated hours to complete each section are in parentheses:

The Consolidated Plan Template in IDIS Online provides a uniform and flexible template that helps ensure the Consolidated Plan is complete per the regulations found in 24 CFR Part 91. The template is divided into seven sections:

1. **Setup** (approximately 5 hours)
2. **Executive Summary** (approximately 5 hours)
3. **The Process** (approximately 10 hours)
4. **Needs Assessment** (approximately 50 hours)
5. **Housing Market Analysis** (approximately 30 hours)

6. Strategic Plan (approximately 40 hours)
7. First-Year Action Plan (approximately 70 hours) [separate document; see Task 1]

Each screen in the template includes a combination of data tables and narrative sections that set a baseline for HUD's expectations for the amount of information required. Grantees have the option of adding additional content, in the form of maps, pictures, text boxes, and tables, to support the baseline information. This allows grantees to customize the plan and add elements to tell a more compelling story.

In addition, the following components and estimated hours are incorporated into the Consolidated Plan task:

8. Consultation (approximately 20 hours): various agencies within the jurisdiction will be consulted to obtain information and input on needs.

9. Community Workshop and Survey (approximately 45 hours): Consultant will coordinate two to four community workshops and a need survey and help tabulate results. City staff may need to help administer these events and book meeting places as needed.

10. Document Preparation (approximately 5 hours): a draft document will be prepared for public review and distribution. Final number of drafts to be determined upon award of contract, based on the number of locations the jurisdiction chooses to place them at. Any comments received will be incorporated and addressed in the final version delivered. City will be responsible for printing draft versions for public review, or additional funds can be budgeted for document reproduction.

11. Mapping (approximately 15 hours): provides an attractive visual of the low- and moderate-income census block groups, racial/ethnic concentrations, location of banks and access to transit. The GIS mapping component of the document may be subcontracted if, City staff cannot provide.

PERSONNEL

Brandy Adair, Sole Proprietor. As the sole owner and only employee of B-Adair Consulting and Administrative Services, I will provide all services related to the RFP. With twenty-three years of experience working with local governments in both the public sector (as a city staff member for the City of Bellflower and Compton) and in the private sector (as an urban planning consultant for Cotton/Bridges/Associates, P&D Consultants, and myself), I have a broad knowledge and experience analyzing data, writing technical reports, as well as administering CDBG, HOME, ESG, and NSP grants, programs and activities.

Typical work performed by B-Adair Consulting consists of all aspects related to CDBG, HOME, ESG, and NSP grants provided by the US Department of Housing and Urban Development, such as Analysis of Impediments to Fair Housing Choice (AI) study's, Action Plans, Consolidated Plans, Consolidated Annual Performance Reviews (CAPER's), sub-recipient monitoring, IDIS and DRGR technical assistance/administration, as well as administering residential rehabilitation and first-time homebuyer programs. I have also assisted numerous grantees with preparing for HUD monitoring visits and finding letters; and even monitoring from the Office of Inspector General (OIG). This experience gives me a unique ability to write reports and help administer grants in compliance with the federal regulations imposed by HUD.

Specifically, during the last twenty-three years, I have prepared or participated in the preparation of Consolidated Plans, Action Plans, CAPERs and Analysis of Impediments to Fair Housing Choice studies (AIs) for various jurisdictions throughout southern California including: Alhambra, Bellflower, Carson, Camarillo, Chino, Chino Hills, Chula Vista, Compton, Gardena, Glendora, Huntington Beach, Laguna Niguel, La Habra, Moreno Valley, National City, Porterville, Rancho Cucamonga, the City of Santa Clarita, the City and County of Los Angeles, the City and County of San Diego, the Apple Valley/Victorville Consortium, and joint AI between the cities of Costa Mesa, Mission Viejo, San Clemente and Tustin.

EXPERIENCE

The following table illustrates my relevant work experience over the past twenty-three years; any/all of these agencies may be contacted as references. The studies listed in the table are divided into two groups – projects completed by B-Adair Consulting and projects completed by CBA/P&D Consultants where I participated as an employee. Asterisks indicate work I completed as B-Adair Consulting that was subcontracted to me by other consultants.

Local Jurisdiction	Tasks Performed from 2000 through 2023
Projects Completed by B-Adair Consulting	
Apple Valley/Victorville Consortium	Consolidated Plan, Action Plan, Analysis of Impediments to Fair Housing (AI)
City of Bellflower***	Analysis of Impediments to Fair Housing (AI)
City of Carson***	Analysis of Impediments to Fair Housing (AI)
City of Chino	Action Plan, CAPER, Grants Administration, Sub-recipient Monitoring, IDIS Technical Assistance and budgeting
City of Chino Hills	Action Plan, Analysis of Impediments to Fair Housing (AI), CAPER, Consolidated Plan, Grants Administration, Sub-recipient Monitoring, IDIS

	Technical Assistance and budgeting
City of Chula Vista	Administration of the Community Housing Improvement Program (CHIP), Action Plan, CAPER, Consolidated Plan, Grants Administration, Sub-recipient Monitoring, IDIS Technical Assistance and budgeting
City of Compton*	Action Plan, Analysis of Impediments to Fair Housing (AI), CAPER, Consolidated Plan, Grants Administration, Redevelopment Implementation Plan (AB 1290), IDIS, Technical Assistance, budgeting, NSP grant administration, DRGR, and loan processing
Cities of Costa Mesa, Mission Viejo, San Clemente, and Tustin	Analysis of Impediments to Fair Housing (AI)
City of Gardena*	Action Plan, CAPER, Consolidated Plan, Grants Administration, Sub-recipient Monitoring, IDIS Technical Assistance and budgeting, Analysis of Impediments to Fair Housing (AI),
City of Glendora	Consolidated Plan and Action Plan in eConPlanning Suite**
City of Huntington Beach**	Sub-recipient Monitoring, IDIS and CPMP Technical Assistance
City of La Habra	Action Plan, CAPER, Grants Administration, Sub-recipient Monitoring, IDIS Technical Assistance and budgeting
City of Laguna Niguel*	Action Plan, CAPER, Grants Administration, Sub-recipient Monitoring, IDIS Technical Assistance and budgeting
City of Santa Clarita	Consolidated Plan and Action Plan
Projects Completed by CBA, *a Division of P&D Consultants*	
City of Alhambra*	Action Plan, Analysis of Impediments to Fair Housing (AI), CAPER, Consolidated Plan, Grants Administration, IDIS Technical Assistance and budgeting
City of Bellflower	Action Plan, Analysis of Impediments to Fair Housing (AI), CAPER, Grants Administration, Sub-recipient Monitoring, IDIS Technical Assistance and budgeting
City of Chino	Consolidated Plan
City of Camarillo	Action Plan, CAPER
City of Los Angeles	Analysis of Impediments to Fair Housing (AI)
City of Maywood	Administration of the entire CDBG Program, Sub-recipient Monitoring, and Home Improvement Program Implementation
City of Mission Viejo	CAPER, IDIS Technical Assistance and budgeting
City of Monterey	Analysis of Impediments to Fair Housing (AI)
City of Moreno Valley	Analysis of Impediments to Fair Housing (AI)
City of National City	IDIS Technical Assistance and budgeting and sub-recipient monitoring
City of Porterville	Analysis of Impediments to Fair Housing (AI)
City of Rancho Cucamonga	Analysis of Impediments to Fair Housing (AI)
City of San Diego	Action Plan, Consolidated Plan
City of Scotts Valley	Housing Element/Constraints Analysis
City of Upland	IDIS Technical Assistance and budgeting
City of Yuma, AZ	Consolidated Plan/Needs Assessment
County of Los Angeles	Analysis of Impediments to Fair Housing (AI)
County of San Diego	Regional Analysis of Impediments to Fair Housing (AI)
Town of Apple Valley	Consolidated Plan/Needs Assessment

*Work for these cities from February 2002 to October 2004 was completed during employment at CBA, Inc., a division of P&D Consultants. From October 2004- October 2005, work was completed as B-Adair Consulting under sub-contract to CBA, Inc., a division of P&D Consultants; and from October 2005 to the present solely as B-Adair Consulting. **Work completed under sub-contract to Veronica Tam and Associates. ***Work completed under sub-contract to SJC3 Consulting.

In addition, see resume below:

Brandy Adair
Owner/Sole Proprietor

EDUCATION
M.A. Public Administration, California State University Long Beach, Long Beach, CA, May 2003
B.A Political Science/Minor Socio-cultural Anthropology, San Diego State University, San Diego, CA, August 1999

SUMMARY OF EXPERIENCE:
B-Adair Consulting and Administrative Services
Housing & Administrative Consultant
Long Beach/Garden Grove/Westminster, CA September 2003 to present

- Provided Grants Administration of CDBG, HOME, ESG, and NSP grants for multiple cities, including Technical support, IDIS maintenance, DRGR reporting, sub-recipient monitoring, procedural training and budgeting
- Prepared HUD mandated Action Plans, Consolidated Plans, CAPERS, and Analysis of Impediments to Fair Housing Choice (AI) Studies for multiple cities

The City of Compton
Administrative Analyst/Project Manager (Temporary Position)
Compton, CA November 2010 to June 2011
- Assisted the Redevelopment Agency with the administration of NSP and HOME grants
- Responded to public inquiries regarding housing programs, commercial redevelopment, and public services

Cotton, Bridges and Associates (CBA, Inc.)/P&D Consultants
Associate/Planner/Consultant
Pasadena, CA February 2002 to October 2004
- Provided Grants Administration of CDBG, HOME, and ESG grants including: Technical support, IDIS maintenance, sub-recipient monitoring, procedural training and budgeting for multiple cities
- Prepared HUD mandated Action Plans, Consolidated Plans, CAPERS, and Analysis of Impediments to Fair Housing Choice (AI) Studies for multiple cities, Redevelopment Implementation Update Plans, Housing Elements
- Created training manuals for grants management and monitored sub-recipients for multiple cities
- Project manager for over 10 cities and oversaw employees working under those jobs

The City of Bellflower
Administrative Assistant
Bellflower, CA January 2001-February 2002
- Assisted the Housing & Grants Coordinator with the administration of CDBG and HOME grants
- Responded to public inquiries regarding housing programs, commercial redevelopment,

and public services
- Prepared the City's Action Plan, assisted with the CAPER, and wrote various other Staff Reports for Council
- Processed all payments for sub-recipients and contractors and entered all accomplishment data into IDIS
- Monitored sub-recipient performance, CDBG compliance, and all CDBG and HOME program expenditures
- Supervised two employees, coordinated lender/realtor training seminars, and wrote a Department training manual

Anteon, Corporation
Administrative Assistant
Naval Weapons Station, Seal Beach, CA January 2000-January 2001
(Secret Clearance)
- Processed personnel actions, maintained personnel and administration files, typed correspondence, created and maintained Excel spreadsheets, and PowerPoint presentations
- Assisted the Ordnance Superintendent, tracked and distributed various reports, and trained two employees
- Maintained account files, provided data entry, monitored reports/queries in Access, and tracked shipments/orders

US Department of State, Foreign Service Institute
Research Assistant/Intern
Arlington, VA January 1999-May 1999 **(Secret Clearance)**
- Assisted the Director of the Oversees Briefing Center in the research and production of a crisis management training video in response to previous US Embassy bombings
- Created a guide to researching jobs on the Internet for spouses of foreign officials moving overseas
- Facilitated Teen Section of Going Overseas course offered at the Overseas Briefing Center

PROFESSIONAL MEMBERSHIPS/REGISTRATIONS:
- Municipal Management Assistants of Southern California (MMASC) Member 2001-2004
- Pi Sigma Alpha National Political Honor Society Member
- Certification in Race- Relations Training and Elected Participant for President Clinton's Roundtable on Race
- California Real Estate License, with membership in the California Association of Realtors (CAR), National Association of Realtors (NAR), and Pacific West Association of Realtors (PWAOR), HAFA Short Sale Specialist
- Partnership Housing Board Member 2017 to present

REFERENCES

The following persons may be contacted for a review of my capabilities, work history, and performance (see table above for specific tasks performed by city):

1. Erich List, Associate Planner
   City of Laguna Niguel
   30111 Crown Valley Pkwy
   Laguna Niguel, CA 92677
   (949) 362-4360 EList@cityoflagunaniguel.org

2. Pat Cacioppo, Management Assistant
   City of Chino
   13220 Central Ave.
   Chino, CA 91710
   (909) 334-3355 PCacioppo@cityofchino.org

3. Angelica Davis, Community Development Specialist
   City of Chula Vista
   276 Fourth Ave.
   Chula Vista, CA 91910
   (619) 691-5036 adavis@ci.chula-vista.ca.us

4. Michael L. Antwine II, City Manager
   6330 Pine Avenue
   Bell, CA 90201
   mantwine@cityofbell.org
   (323) 588-6211 ext. 2617

5. Barbara Shull, Executive Director
   Fair Housing Foundation
   3605 Long Beach Blvd., #302
   Long Beach, CA 90807
   (562) 989-1206 bshull@fhfla.org

6. Veronica Tam, AICP, Principal [Supervisor CBA Inc, P&D, and as a sub-contractor]
   Veronica Tam and Associates, Inc.
   107 S. Fair Oaks Avenue, Suite 212
   Pasadena, CA 91105
   (626) 304-0440 Veronica.Tam@vtaplanning.com

Additionally, any cities listed in the experience section of this proposal may be contacted as references; contact information for those cities not listed above will be furnished upon request.

PRICING

The current billing rate which will apply to all work specified within the proposal, and that will be honored during the contract period of up to three years), is $105 per hour. Estimating technical assistance/grant administration at 10 hours per week for a total of 20 weeks (200 hours) with a not to exceed amount of **$21,000**. Report writing is billed as a fee job as follows: CAPER would be a fee job of **$8,400** (80 hours) and the Annual Action Plan would be **$7,350** (70 hours). The five- year Consolidated Plan is a fee of **$23,625** (225 hours). Thus, a total not to exceed amount of **$60,375.**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO EXECUTE AN INSURANCE BINDER WITH ALLIANT INSURANCE SERVICES FOR RENEWAL OF THE CITY'S INSURANCE POLICY PORTFOLIO FOR FISCAL YEAR 2024-2025 AND FINANCE AGREEMENTS FOR FISCAL YEAR 2024-2025

WHEREAS, the City of Compton ("City") maintains an insurance portfolio to protect the interests and assets of the City; and

WHEREAS, the City's insurance policy portfolio consists of coverage for Dial-A-Ride Auto, Excess General Liability, Excess Workers' Compensation, Crime, Directors and Officers/Employment Liability, Auto Physical Damage, Property, Pollution Liability, Excess Cyber Security, Difference in Conditions, Deadly Weapon Response and Sports General Liability; and

WHEREAS, the City's policies identified above expire June 30, 2024; and

WHEREAS, it is vital that these policies are bound prior to July 1, 2024 to avoid interruptions in coverage for Fiscal Year 2024-2025; and

WHEREAS, in order to bind the insurance policies, the City Manager will need the City Council's authorization to execute an insurance binder with the City's insurance broker, Alliant Insurance Services ("Alliant"), for renewal of the following policies of insurance for Fiscal Year 2024-2025; and

WHEREAS, the City will arrange a payment plans with insurance financing companies, among them First Insurance Funding, for renewal of the policies for Fiscal Year 2024-2025, which will include a finance charges of $53,801 to First Insurance Funding and $7,410.00 to another insurance financing company; and

WHEREAS, certain special events held by City Council members are not covered under the insurance identified above and quotes must be obtained for each event on an event by event basis; and

WHEREAS, Staff recommends an additional amount of $5,000 be include for insurance premiums to cover the cost of City Council special events; and

WHEREAS, funding for these expenditures will be available in the 2024-2025 Fiscal Year budget of the City Manager's Office.

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 execute an insurance binder with Alliant Insurance Services for the renewal and purchase of the following insurance policies: Dial-A-Ride Auto, Excess General Liability, Excess Workers' Compensation, Crime, Directors and Officers/Employment Liability, Auto Physical Damage, Property, Pollution Liability, Excess Cyber Security, Difference in Conditions, Deadly Weapon Response and Sports General Liability.

Section 2. That a total of purchase order(s) in the amount of $3,948,193.71 is authorized for the payment of the City's insurance portfolio.

Section 3. That a total of purchase order(s) in the amount of $2,142,193.71 is authorized to be issued to Alliant Insurance Services and/or First Insurance Funding for the insurance premium plus finance charge.

Section 4. That a total of purchase order(s) in the amount of $1,806,000.00 is authorized to be paid to the insurance financing company that will finance the excess liability insurance through PRISM.

Section 5. That funds for these expenditures will be available in the 2024-2025 Fiscal Year budget in the following account numbers:

Insurance policy renewals:

Account No.	**Description**	
6400 510 000 4268	Insurance Liability	$3,672,660.70
6300 510 000 4268	Workers' Compensation	341,744.00
		$4,014,404.70

Section 6. That a certified copy of this Resolution will be filed in the offices of the City Manager, City Attorney, City Clerk and City Controller.

Section 7. 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:

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

_____
CITY CLERK OF THE CITY OF COMPTON

June 25, 2024

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

FROM: **CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO EXECUTE AN INSURANCE BINDER WITH ALLIANT INSURANCE SERVICES FOR RENEWAL OF THE CITY'S INSURANCE POLICY PORTFOLIO FOR FISCAL YEAR 2024-2025 AND FINANCE AGREEMENTS FOR FISCAL YEAR 2024-2025**

SUMMARY

The City Council will consider adopting a resolution authorizing the City Manager to execute an insurance binder with the City's insurance broker, Alliant Insurance Services ("Alliant"), for renewal of the following policies of insurance for Fiscal Year 2024-2025: Dial-A-Ride Auto, Excess General Liability, Excess Workers' Compensation, Crime, Directors and Officers/Employment Liability, Auto Physical Damage, Property, Pollution Liability, Excess Cyber Security, Difference In Conditions, Deadly Weapon Response and Sports General Liability.

Staff is recommending that the Council authorize the issuance of a purchase order to Alliant and/or First Insurance Funding Corporation ("First Insurance") for the cost of the insurance premiums and finance charge. The insurance premiums for the coverage listed above is $3,948,193.71. This is an increase of $663,693.73 from the premium for FY 2023-2024. The financing of the costs of the premium for all lines of insurance indicated above is $61,211. As in the past, the financing agreement will require a down payment and then three additional payments. A separate agreement will be obtained for the financing of the excess liability coverage through PRISM.

BACKGROUND

The City of Compton is currently insured for the policies listed above through June 30, 2024. The Crime policy insures the City against crimes of theft or fraud that could be perpetrated by employees, while Directors and Officers/Employment Liability insurance protects management and elected officials against judgments and in the defense of lawsuits that may be filed against the City for claims such as discrimination.

The City maintains Excess General Liability insurance to offset payment of any liability claim filed against the City in excess of the City's self-insured retention level of $1,000,000.00. Property insurance is necessary to insure coverage to the City's property against damages that may occur such as fire or business interruption, and Difference in Conditions insurance covers damage to the City's property in the event of earthquake or flood. Excess Workers' Compensation Insurance covers the City in the event a workers' compensation claim exceeds the City's self-insured retention level of $1,000,000.00, while Athletics Liability covers parks and recreation athletic events. However, over-night camping events, pyrotechnics (fireworks), and events that include animal rides and skateboarding events are excluded from the Athletics Liability policy due to the inherent risks. Additionally, entertainment events which include celebrities are also excluded and separate insurance quotes must be obtained for each event and paid for outside of the premiums identified herein.

The City's Dial-A-Ride vehicles are insured through the Auto Physical Damage policy, although coverage for the Dial-A-Ride vehicles is limited to within 100 miles from the City Hall parking lot. Commercial Auto Physical Damage insurance covers losses to all scheduled vehicles in the City's fleet.

The Deadly Weapon Response Program insures against incidents involving active shooters (such that we saw with San Bernardino County employees in 2015). The Excess Cyber option shores up our current cybersecurity coverage to guard against the increased expenses associated with damage to City infrastructure. The pollution liability coverage is added onto the City's existing property insurance coverage and protects the City against liability for sewage leaks and the release into the environment of dangerous materials.

STATEMENT OF ISSUE

It is routine for municipalities to maintain the types of insurance coverage described above to protect all municipal interests. The City's insurance policies will expire on June 30, 2024; thus, it is vital to renew these policies in order to continue the protections afforded thereby. Consolidating policies in this way tends to guarantee that major coverage, such as excess general liability, property, earthquake, flood and excess workers' compensation, are managed without the worry or hazards of lapses in coverage periods.

The insurance industry constantly reviews individual as well as national client loss statistics and compares them against and with other factors to determine rates. Negative factors affecting the City's insurance portfolio over the last few years include, but are not limited to the increase in employment liability claims, legal liability claims, training issues, staff accountability issues, personnel turnover and significant storm damage claims. Positive factors affecting the City's insurance portfolio include increased efficient claims reporting, effective risk analysis and

coverage choices, positive claims experience in our policies such as Dial-A-Ride Auto, and Excess Workers' Compensation.

This year, rates have increased overall by approximately 18.48%, which can be attributed to an increase in the premiums for general liability and property liability according to our insurance broker. The City maintains a $1,000,000 self-insured retention (SIR) whereas many municipalities have increased their SIR to $5,000,000. In addition, there has been an increase in the premium for cyber security coverage.

Business practices, including staff accountability issues, are the types of conditions that tend to increase claims loss experience and drive premium costs upward. Increased accountability including oversight and training assists in lowering claims which could equate to lower premiums.

FINANCIAL IMPACT

The total insurance premium for the policies of insurance specified above for Fiscal Year 2024-2025 (i.e. July 1, 2024 through June 30, 2025), is **$3,948,193.71 plus $53,801 funding finance charges to First Insurance Funding and an addition $7,410.00 to another insurance financing company. In addition, Staff recommends an additional $5,000.00 to cover the cost of insuring City Council events ($4,014,404.70)**.

Funds for the renewal of these insurance policies will be available in the 2024-2025 Fiscal Year budget of the City Manager's Office as follows:

Account No.	Description	
6400 510 000 4268	Insurance Liability	$3,672,660.70
6300 510 000 4268	Workers' Compensation	341,744.00
		$4,014,404.70

RECOMMENDATION

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

**DESMOND FLETCHER
RISK MANAGER**

APPROVED FOR FORWARDING:

**WILLIE A. HOPKINS, JR.
CITY MANAGER**

NAME	City of Compton
ADDRESS	205 S. Willowbrook Avenue
INSURANCE AGENT NAME	Robert Lowe
INSURANCE AGENT PHONE	213-270-0145
INSURANCE COMPANY	Alliant Insurance
INSURANCE COMPANY PHONE	949-756-0271
TOTAL ESTIMATED VALUE ON ALL ITEMS	$3,794,392.73

Additional Named Insured	DBA Name

Insurance Policies	Type of Coverage	Policy #	Carrier	Effective Date	Pure Premium- Excluding Taxes and Fees	EXPIRING 23-24 Pure Premium- Excluding Taxes and Fees 2	Additional Named Insured Applicable	Named Insured If Answer Marked No	Coverages- Policy Limits, Deductible, etc.
PKG	Package-APIP	TBD	Various	7/1/24-7/1/25	$663,693.73	$538,278.00			Tab 1
CR-S	Crime	TBD	Fidelity and Deposit Company of Maryland	7/1/24-7/1/25	$21,505.00	$20,086.00			Tab 2
XSWC	Excess Workers Compensation - Self Insured on WC	TBD	Safety National Casualty Corporation	7/1/24-7/1/25	$341,744.00	$283,928.00			Tab 4
ATAD&D	Athletic Participants AD&D	TBD	National Union Fire Insurance Company of Pittsburgh, PA	7/1/24-7/1/25	$14,044.00	$7,700.00			Tab 5
D&O	Directors and Officers	TBD	Westchester Surplus Lines Insurance Co	7/1/24-7/1/25	$446,310.00	$436,259.00			Tab 6
DIC	Difference in Conditions - Primary - Coaction	TBD	Gotham Insurance Company	7/1/24-7/1/25	$172,270.00	$162,000.00			Tab 7
XSDIC # 1	Excess Earthquake - Difference in Conditions- Arch	TBD	Arch Specialty Insurance Company	7/1/24-7/1/25	$114,000.00	$107,000.00			Tab 8
XSDIC # 2	Excess Earthquake - Difference in Conditions- Golden Bear	TBD	Golden Bear Insurance Company	7/1/24-7/1/25	$121,154.00	$119,643.00			Tab 9
XSDIC # 3	Excess Earthquake - Difference in Conditions- Landmark	TBD	Landmark American Insurance Company	7/1/24-7/1/25	$75,000.00	$70,000.00			Tab 10
WPV	Deadly Weapon Response Program	TBD	Underwriters at Lloyd's of London	7/1/24-7/1/25	$6,304.00	$6,296.00			Tab 11
GLM	General Liability - Sports GL	TBD	Vantapro Specialty Insurance Company	7/1/24-7/1/25	$12,368.00	$6,756.00			Tab 12
EXC	PRISM General Liability 2 Program	TBD	Public Risk Innovation, Solutions, and Management (PRISM)	7/1/24-7/1/25	$1,806,000.00	$1,388,884.00			Tab 13
Total									12

Named Insured

City of Compton, and it wholly or majority owned subsidiaries and any interest which may now exist or hereinafter be created or acquired which are owned, controlled or operated by any one or more of those named insureds

Locations Covered

See Schedule of Locations

Please note the coverages are summarized for illustration purposes and are not meant to be representative of all the terms and conditions.

APIP

	7/1/24-7/1/25
Total Insured Values	$285,692,245
Limits of Insurance	**Limit of Insurance**
Property	
Per Occurrence: all Perils, Coverages (subject to policy exclusions) and all Named Insureds (as defined in the policy) combined, per Declaration, regardless of the number of Named Insureds, coverages, extensions of coverage, or perils insured, subject to the following per occurrence and/or aggregate sublimits as noted below.	$400,000,000
Flood Limit - Per Occurrence and in the Annual Aggregate (for those Named Insured(s) that purchase this optional dedicated coverage)	$5,000,000
Per Occurrence and in the Annual Aggregate for scheduled locations in Flood Zones A & V (inclusive of all 100 year exposures). This Sub-limit does not increase the specific flood limit of liability for those Named Insured(s) that purchase this optional dedicated coverage	Not Covered
Earthquake Shock - Per Occurrence and in the Annual Aggregate (for those Named Insured(s) that purchase this optional dedicated coverage)	Not Covered
Per Occurrence for losses to locations in Tier 1 and/or Tier 2 Counties and resulting from a Named Windstorm.	Not Applicable
Combined Business Interruption, Rental Income and Tuition Income (and related fees). However, if specific values for such coverage have not been reported as part of the Named Insured's schedule of values held on file with Alliant Insurance Services, Inc., this sub-limit amount is limited to $500,000 per Named Insured subject to maximum of $2,500,000 Per Occurrence, Per Declaration for Business Interruption, Rental Income and Tuition Income combined. Coverage for power generating plants is excluded, unless otherwise specified	$100,000,000
Extra Expense	$50,000,000
$10,000,000 Miscellaneous Unnamed Locations for Named Insureds with total insurable values greater than or equal to $250,000,000 at time of binding or $5,000,000 Miscellaneous Unnamed Locations for Named Insureds with total insurable values less than $250,000,000 at time of binding excluding Earthquake coverage for Alaska and California locations. If Flood coverage is purchased for scheduled locations, this extension will extend to include Flood coverage for any location not situated in Flood Zones A or V. Vacant properties are	Per Bound TIV
Extended Period of Indemnity	180 days

$50,000,000, or a Named Insured's Policy Limit of Liability if less than $50,000,000, Automatic Acquisition for 120 days except: - $25,000,000 Automatic Acquisition for 90 days for new submember and/or entity of an existing Pools, JPA or Group; - $25,000,000 Automatic Acquisition for 90 days for Vacant properties; - $10,000,000 Automatic Acquisition for 120 days for Licensed Vehicles; - $2,500,000 Automatic Acquisition for 60 days for additional property and/or interests in Tier 1 Wind Counties, Parishes and Independent Cities for the states of Virginia, North Carolina, South Carolina, Georgia, Alabama, Mississippi, Louisiana, Texas and/or situated anywhere within the states of Florida and Hawaii; - The peril of Earthquake is excluded for the states of Alaska and California; - If Flood coverage is purchased for all scheduled locations, this extension will extend to include Flood coverage for any location not situated in Flood Zones A or V.	See Policy Provisions
Unscheduled Landscaping, tees, sand traps, greens, athletic fields and artificial turf and further subject to $25,000 / 25 gallon maximum per item for existing Named Insureds excluding Earthquake coverage for Alaska and California locations. If Flood coverage is purchased for scheduled locations, this extension includes Flood coverage for any location not situated in Flood Zones A or V	$1,000,000
or 110% of the scheduled values, whichever is greater, for Scheduled Landscaping, tees, sand traps, greens, athletic fields and artificial turf and further subject to $25,000 / 25 gallon maximum per item	$5,000,000
or 120% of the scheduled values, whichever is less, for Scheduled Landfills (as more fully defined in the policy).	$5,000,000
Errors & Omissions - This extension does not increase any more specific limit stated elsewhere in this policy or Declarations	$50,000,000
Course of Construction and Additions (including new) for projects with completed values not exceeding the sub-limit shown. Projects valued greater than $15,000,000 require underwriting approval and a premium charge.	$25,000,000
Money & Securities for named perils only as referenced within the policy, however fraudulent impersonation, fraudulent instruction or similar events are excluded.	$500,000
Unscheduled Fine Arts	$2,500,000

Accidental Contamination per occurrence and annual aggregate per Named Insured with $500,000 annual aggregate for all Named Insureds per Declaration	$250,000

Unscheduled infrastructure including but not limited to Tunnels, Bridges, Dams, Catwalks (except those not for public use), Roadways, Highways, Streets (including guardrails), Sidewalks (including guardrails), Culverts, Channels, Levees, Dikes, Berms, Embankments, Street Lights, Traffic Signals, Meters, Roadways or Highway Fencing, and all similar property unless a specific value has been declared. Unscheduled infrastructure coverage is excluded for the peril of Earthquake and excluded for Federal Emergency Management Agency (FEMA) and/or Office of Emergency Services (OES) declared disasters, providing said declaration provides funding for repairs	$750,000
Increased Cost of Construction due to the enforcement of building codes/ ordinance or law (includes All Risk and Boiler & Machinery) except $2,500,000 for vacant properties.	$50,000,000
Transit - Physical Damage only	$25,000,000
Unscheduled Animals; not to exceed $50,000 per Animal, per Occurrence	$2,500,000
Unscheduled Watercraft up to 27 feet	$2,500,000
Per Occurrence for Off Premises Vehicle Physical Damage	Included
Off Premises Services Interruption including Extra Expense resulting from a covered peril at non-owned/operated locations	$25,000,000
Per Occurrence Per Named Insured subject to an Annual Aggregate of $10,000,000 for Earthquake Shock on Licensed Vehicles, Unlicensed Vehicles, Contractor's Equipment and Fine Arts combined for all Named Insured(s) in this Declaration combined that do not purchase optional dedicated Earthquake Shock coverage, and/or where specific values for such items are not covered for optional dedicated Earthquake Shock coverage as part of the Named Insured's schedule of values held on file with Alliant Insurance Services, Inc.	$5,000,000
Per Occurrence Per Named Insured subject to an Annual Aggregate of $10,000,000 for Flood on Licensed Vehicles, Unlicensed Vehicles, Contractor's Equipment and Fine Arts combined for all Named Insured(s) in this Declaration combined that do not purchase optional dedicated Flood coverage, and/or where specific values for such items are not covered for optional dedicated Flood coverage as part of the Named Insured's schedule of values held on file with Alliant Insurance Services, Inc.	$5,000,000
Contingent Business Interruption, Contingent Extra Expense, Contingent Rental Values and Contingent Tuition Income separately	$3,000,000
Tax Revenue Interruption – Per Policy Provisions. However, if specific values for such coverage have not been reported as part of the Named Insured's schedule of values held on file with Alliant Insurance Services, Inc., this sub-limit amount is limited to $1,000,000 Per Occurrence – Per Policy Provisions	$3,000,000
Jewelry, Furs, Precious Metals and Precious Stones Separately	$500,000
Claims Preparation Expenses	$1,000,000
Expediting Expenses	$50,000,000
Personal Property Outside of the USA	$1,000,000
Per Occurrence Per Declaration Upgrade to Green Coverage subject to the lesser of, the cost of upgrade, an additional 25% of the applicable limit of liability shown in the schedule of values or this sub limit	$5,000,000
For Communicable Disease	Not Covered
Per Occurrence while in Storage and In Transit coverage subject to $10,000 Deductible for Unmanned Aircraft as more fully defined in the Policy. Not Covered while in Flight	$100,000

Per Occurrence with a $1,000,000 Annual Aggregate per Declaration for Mold/Fungus Resultant Damage as more fully defined in the policy	$100,000
Ingress/Egress Per Occurrence, Per Named Insured for the actual loss sustained during the period of time not exceeding 30 days when, as a direct result of physical loss or damage caused by a covered peril(s) specified by this Policy and occurring at property located within a 10 mile radius of covered property, ingress to or egress from the covered property by this Policy is prevented.	$100,000,000
Interruption By Civil Authority Per Occurrence, Per Named Insured for the actual loss sustained during the period of time not exceeding 30 days when, as a direct result of physical loss or damage caused by a covered peril(s) specified by this Policy and occurring at property located within a 10 mile radius of covered property, access to the covered property is specifically prohibited by order of a civil authority.	$100,000,000
Electronic Data Processing Media	$10,000,000
The following stand-alone coverages are provided by the APIP program but are not covered in the Limit	
Per Named Insured Per Occurrence subject to $200,000,000 Annual Aggregate of Declarations 1-14, 18-30 and 32-35 combined as respects Property Damage, Business Interruption, Rental Income and Extra Expense Combined for Terrorism (Primary Layer)	$100,000,000
Per Occurrence Deductible for Primary Terrorism	$10,000
Per Named Insured for Terrorism (Excess Layer) subject to	$600,000,000
Per Occurrence, All Named Insureds combined in Declarations 1-14, 18-21, 23-30 and 32-35 for Terrorism (Excess Layer) subject to	$1,100,000,000
Annual Aggregate shared by all Named Insureds combined in Declarations 1-14, 18-21, 23-30 and 32-35, as respects Property Damage, Business Interruption, Rental Income and Extra Expense combined for Terrorism (Excess Layer)	$1,400,000,000
Per Occurrence Deductible for Excess Terrorism (Applies only if the Primary Terrorism Limit is exhausted)	$500,000
Information Security & Privacy Insurance with Electronic Media Liability Coverage. See attached Cyber Coverage Document for applicable Limits. (Cyber Liability) If, insured purchases such coverage	Included
Per Named Insured, Per occurrence subject to an Annual Aggregate of $50,000,000 combined for Declarations 1-14, 1830 and 32-35 as respects Personal and Real property for Cyber Attack Resultant Damage.	$25,000,000
Pollution Liability Insurance Coverage. See attached Pollution Liability Insurance Coverage Document for applicable limits and deductibles. If, insured purchases such coverage	Included

Boiler & Machinery

Boiler Explosion and Machinery Breakdown, (for those Named Insureds that purchase this optional dedicated coverage) as respects Combined Property Damage and Business Interruption/Extra Expense (Including Bond Revenue Interest Payments where Values Reported and excluding Business Interruption for power generating facilities unless otherwise specified). Limit includes loss adjustment agreement and electronic computer or electronic data processing equipment with the following sub-limits	$100,000,000
Jurisdictional and Inspections	Included
Per Occurrence for Service/Utility/Off Premises Power Interruption	$10,000,000

	Per Occurrence for Consequential Damage/Perishable Goods/Spoilage	Included
	Per Occurrence for Electronic Data Processing Media and Data Restoration	$10,000,000
	Per Occurrence, Per Named Insured and in the Annual Aggregate per Declaration for Earthquake Resultant Damage for	$2,000,000
	Per Occurrence for Hazardous Substances / Pollutants / Decontamination	$10,000,000
	Per Occurrence for Machine or Apparatus used for Research, Diagnosis, Medication, Surgical, Therapeutic, Dental or Pathological Purposes	Included
	Automatic Acquisition for Boiler & Machinery values at newly acquired locations. Values greater than 25,000,000 or Power Generating Facilities must be reported within 120 days and must have prior underwriting approval prior to binding	$25,000,000
Cyber		Lloyd's of London - Beazley Syndicates 2623 - 623; Liberty Surplus Insurance Corporation Associated Industries Insurance Company,
	Annual Policy and Program Aggregate Limit of Liability (subject to policy exclusions) for all Insureds/Members combined (Aggregate for all coverage's combined, including Claims Expenses), subject to the following sub-limits as noted	$55,000,000
	Annual Aggregate Limit of Liability for each Insured/Member (Aggregate for all coverages combined, including Claim Expenses) subject to the following sub-limits as noted	$2,000,000
Breach Response	Aggregate Limit of Liability for each Insured/Member (Limit is increased to $1,000,000 if Beazley Nominated Services Providers are used)	$500,000
First Party Loss		
	Business Interruption and Dependent Business Interruption Aggregate Sublimit - Aggregate Limit of Liability for each Insured/Member	$750,000
	Business Interruption Loss Resulting from Security Breach- Aggregate Limit of Liability for each Insured/Member	$750,000
	Business Interruption Loss Resulting from System Failure - Aggregate Limit of Liability for each Insured/Member	$500,000
	Dependent Business Loss Resulting from Security Breach - Aggregate Limit of Liability for each Insured/Member	$750,000
	Dependent Business Loss Resulting from System Failure - Aggregate Limit of Liability for each Insured/Member	$100,000
	Cyber Extortion Loss - Aggregate Limit of Liability for each Insured/Member	$750,000
	Data Recovery Costs - Aggregate Limit of Liability for each Insured/Member	$750,000
Liability		
	Data & Network Liability - Aggregate Limit of Liability for each Insured/Member for all Damages and Claims Expenses	$2,000,000
	Regulatory Defense & Penalties - Aggregate Limit of Liability for each Insured/Member	$2,000,000
	Payment Card Liabilities & Costs - Aggregate Limit of Liability for each Insured/Member	$2,000,000

	Media Liability - Aggregate Limit of Liability for each Insured/Member for all Damages and Claims Expenses	$2,000,000
eCrime		
	Fraudulent Instruction - Aggregate Limit of Liability for each Insured/Member	$75,000
	Funds Transfer Fraud - Aggregate Limit of Liability for each Insured/Member	$75,000
	Telephone Fraud - Aggregate Limit of Liability for each Insured/Member	$75,000
Criminal Reward	Aggregate Limit of Liability for each Insured/Member	$25,000
Endorsements		
	Reputational Loss - Aggregate Limit of Liability for each Insured/Member	$200,000
	Computer Hardware Replacement Costs - Aggregate Limit of Liability for each Insured/Member	$200,000
	Claims Preparation Costs for Reputation Loss Claims Only - Aggregate Limit of Liability for each Insured/Member	$50,000
	Invoice Manipulation - Aggregate Limit of Liability for each Insured/Member	$100,000
	Cryptojacking - Aggregate Limit of Liability for each Insured/Member	$50,000

Pollution		Ironshore Specialty Insurance Company
	Policy Program Aggregate (all insureds combined)	$25,000,000
	Per Pollution Incident	$2,000,000
	Per Named Insured Aggregate	$2,000,000
	Per JPA/Pool Aggregate	$2,000,000
Sub-Limits	Disinfection Event Expenses Per Pollution Incident*	$100,000
	Disinfection Event Expenses Program Aggregate*	$100,000
	Image Restoration Expenses Per Pollution Incident*	$250,000
	Image Restoration Expenses Program Aggregate*	$250,000
	Mold Matter Loss, Business Interruption and Extra Expense Program Aggregate*	$2,000,000
	Mold Matter Restoration Costs Program Aggregate*	$1,000,000
	Legionella Per Named Insured Aggregate*	$1,000,000
	Sewer Backup or Overcharge Program Aggregate*	$1,000,000
	Lead or Lead Containing Materials Program Aggregate*	$2,000,000
	Any Punitive, Exemplary and Multiplied Damages and Civil Fines, Penalties and Assessments*	$250,000
	Products Pollution and Exposure Liability Per Pollution Incident*	$2,000,000
	Products Pollution and Exposure Liability Program Aggregate*	$5,000,000
	Contractor's Pollution Per Pollution Incident - Herbicide, Insecticide, Pesticide Applications Only*	$1,000,000
	Contractor's Pollution Per Pollution Incident - All other Operations*	$2,000,000
	Contractors Pollution Program Aggregate*	$5,000,000
	Wildfire Program Aggregate Sublimit*	$5,000,000

**Note: the above sub-limits payable under this coverage do not increase and are not in addition to the*

Deductibles / Retention

Property

	"All Risk" - Per Occurrence, which will apply in the event a more specific deductible is not applicable to a loss	$25,000

Per Occurrence for Flood Zones A & V (inclusive of all 100 year exposures)	Not Covered
All Flood Zones Per Occurrence excluding Flood Zones A & V	$100,000
for losses to locations in Tier 1 and/or 2 Counties and resulting from a Named Windstorm.	Not Applicable
Earthquake Shock: If the stated deductible is a flat dollar amount, the deductible will apply on a Per Occurrence basis, unless otherwise stated. If the stated deductible is on a percentage basis, the deductible will apply Per Occurrence on a Per Unit basis, as defined in the policy form, subject to the minimum deductible per occurrence	Not Covered
Per Occurrence for Specially Trained Animals	$1,000
Per Occurrence for Unscheduled infrastructure including but not limited to Tunnels, Bridges, Dams, Catwalks (except those not for public use), Roadways, Highways, Streets (including guardrails), Sidewalks (including guardrails), Culverts, Channels, Levees, Dikes, Berms, Embankments, Street Lights, Traffic Signals, Meters, Roadways or Highway Fencing, and all similar property unless a specific value has been declared. Unscheduled infrastructure coverage is excluded for the peril of Earthquake and excluded for Federal Emergency Management Agency (FEMA) and/or Office of Emergency Services (OES) declared disasters, providing said declaration provides funding for repairs	$500,000
Per Vehicle or Item for Licensed Vehicles, Unlicensed Vehicles and Contractor's Equipment subject to $100,000 Maximum Per Occurrence, Per Named Insured for the peril of Earthquake for Named Insured(s) who do not purchase dedicated Earthquake limits	$10,000
Per Occurrence Per Named Insured for this Declaration for Fine Arts for the peril of Earthquake for Named Insured(s) who do not purchase dedicated Earthquake limits	$50,000
Per Vehicle or Item for Licensed Vehicles, Unlicensed Vehicles and Contractor's Equipment subject to $100,000 Maximum Per Occurrence, Per Named Insured for the peril of Flood for Named Insured(s) who do not purchase dedicated Flood limits	$10,000
Per Occurrence Per Named Insured for this Declaration for Fine Arts for the peril of Flood for Named Insured(s) who do not purchase dedicated Flood limits	$50,000
Waiting Period for Service Interruption for All Perils and Coverages	24 Hour
of Annual Tax Revenue Value per Location for Tax Interruption	2.5%

Waiting Period for Ingress/Egress	24 Hour
Waiting Period for Civil Authority	24 Hour
Per Occurrence for Off Premises Vehicle Physical Damage. If Off-Premises coverage is included/purchased, the stated deductible will apply to vehicle physical damage both on and offpremises on a Per Occurrence basis, unless otherwise stated. If Off-Premises coverage is not included, On-Premises/In-Yard coverage is subject to the All Risk (Basic) deductible.	$10,000
Vehicle Valuation Basis	Actual Cash Value
Per Occurrence for Contractor's Equipment	Not Covered
Per Occurrence for Water Damage	$100,000

Boiler & Machinery

Except as shown for Specific Objects or Perils	$10,000
Electronic Data Processing Media	$10,000
Consequential Damage	$10,000
Objects over 200 hp, 1,000 KW/KVA/Amps or Boilers over 5,000 square feet of heating surface	$10,000
Objects over 350 hp, 2,500 KW/KVA/Amps or Boilers over 10,000 square feet of heating surface	$50,000
Objects over 500 hp, 5,000 KW/KVA/Amps or Boilers over 25,000 square feet of heating surface	$100,000
Objects over 750 hp, 10,000 KW/KVA/Amps or Boilers over 75,000 square feet of heating surface	$250,000
Objects over 25,000 hp, 25,000 KW/KVA/Amps or Boilers over 250,000 square feet of heating surface	$350,000
Deep Water Wells	10 per foot / $2,500 Minimum
Business Interruption/Extra Expense Except as noted below	24 Hours
Business Interruption - Revenue Bond	30 Days
Waiting Period Utility Interruption	24 Hours
5 x 100% of Daily Value Business Interruption - All objects over 750 hp or 10,000 KW/KVA/Amps or 10,000 square feet heating surface	
5 x 100% of Daily Value Business interruption - All Objects at Waste Water Treatment Facilities and All Utilities	

Cyber

CSU Auxiliary Organizations only	TBD
Per Claim for each Member/Insured with Total Insured Value (TIV) greater than $250,000,000 and up to $750,000,000 at the time of policy inception	$100,000
Waiting period for Dependent/Business Interruption Loss	8 Hour

Pollution

	Each Pollution Incident After July 1, 2021	$250,000
	Each Pollution Incident Prior to July 1, 2021	$500,000
	Any payments for covered loss paid by other insurance shall also be applied against the deductible amount.	
Specific Deductibles	Disinfection Event Expenses	$250,000
	Image Restoration Expenses	$250,000
	Products Pollution and Exposure Liability	$250,000
	Covered Operations	$250,000
	Mold Matter (*or $50,000 per room impacted, whichever is greater – a room is considered equal to 250 sq ft of floor space, healthcare and hospitality locations only)	$350,000

Legionella	$500,000
Sewer Backup or Overcharge deductible	$500,000
Underground Storage Tanks (less than 25 years old)	$500,000
Underground Storage Tanks (more than 25 years old)	$1,000,000
Wildfire Deductible	$1,000,000

Premium:	$538,278.00
Premium including taxes and Fees:	$560,160.25

***please note the above descriptions are for illustration purposes only, please refer to the policy and endorsements for full details and descriptions. Please contact us for any question, concerns, or coverage interests you may have.*

Signature X_____

Please note the coverages are summarized for illustration purposes and are not meant to be representative of all the terms and conditions.

Crime

Fidelity and Deposit Company of Maryland	**7/1/24-7/1/25**
Limits of Insurance	**Limit of Insurance**
Employee Theft - Per Loss Coverage	$1,000,000
Employee Theft - Per Employee Coverage	**Not Covered**
Forgery or alteration	$1,000,000
Outside the premises	$1,000,000
Inside the Premises - Theft of Money and Securities	$1,000,000
Inside the Premises - Robbery or safe Burglary of Other Property	$1,000,000
Money Orders and Counterfeit Money	$1,000,000
Computer And Funds Transfer Fraud	$1,000,000
Add Faithful Performance of Duty Coverage for Government Employees	
Employee Theft- Per Loss Coverage	$1,000,000
Fraudulent Impersonation Endorsement	
Fraudulent Impersonation	$250,000
Deductible	$10,000
Except:	
Fraudulent Impersonation	$50,000
Premium:	$20,086.00

***please note the above descriptions are for illustration purposes only, please refer to the policy and endorsements for full details and descriptions. Please contact us for any question, concerns, or coverage interests you may have.*

Signature X_____

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XS WC

Safety National Casualty Corporation	**7/1/24-7/1/25**
Limits of Insurance	**Limit of Insurance**
Maximum Limit of Indemnity Per Occurrence	$10,000,000
Employers' Liability Maximum Limit of Indemnity Per Occurrence	$1,000,000
Self-Insured Retention Per Occurrence for Presumptive Loss	$1,500,000
Self-Insured Retention Per Occurrence for All Other	$1,000,000
Total Payroll	$26,527,906
Premium Rate	$1.1024 per $100 of Payroll
Minimum Premium	$307,570.00
Deposit Premium	$341,744.00

***please note the above descriptions are for illustration purposes only, please refer to the policy and endorsements for full details and descriptions. Please contact us for any question, concerns, or coverage interests you may have.*

Signature X_____

Please note the coverages are summarized for illustration purposes and are not meant to be representative of all the terms and conditions.

AD&D

National Union Fire Insurance Company of Pittsburgh, PA	**7/1/24-7/1/25**
Limit of Insurance	**Limit of Insurance**
Aggregate limit	$500,000
Accidental Death Benefit Class I	$5,000
Accidental Dismemberment Benefit Class I	$5,000
Accidental Medical Expense Benefit	
Overall Accident Medical Expense	$25,000
Deductible	$250
Dental Maximum Amount per tooth	$250
Premium:	$14,044.00

***please note the above descriptions are for illustration purposes only, please refer to the policy and endorsements for full details and descriptions. Please contact us for any question, concerns, or coverage interests you may have.*

Signature X_____

Please note the coverages are summarized for illustration purposes and are not meant to be representative of all the terms and conditions.

Directors and Officers

Westchester Surplus Lines Insurance Co	7/1/24-7/1/25
Limits	**Limit of Insurance**
Limit of Liability	**$2,000,000 /$2,000,000**
Retention	
A. Public Officials Liability - Each Claim	$0
B. Public Entity Reimbursement & Public Entity Liability - Each Claim	$250,000
C. Employment Practices Liability - Each Claim	$250,000
Extended Reporting Period	
Additional Premium	100% of Annual Premium
Additional Period	12 Months
Crisis Management Fund	$25,000
Premium:	$436,259.00
Premium including taxes and Fees	$460,502.66

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Signature X_____

Locations Covered

205 S Willowbrook Ave And As Per Schedule Compton LOS ANGELES CA 90220

Please note the coverages are summarized for illustration purposes and are not meant to be representative of all the terms and conditions.

DIC - Primary - Earthquake Only

Gotham Insurance Company	**7/1/24-7/1/25**	
Building Coverages		**Limit of Insurance**
Total Insured Value		**$229,463,454**
Limit of Insurance		
Each Occurrence		$5,000,000
Aggregate Limit		$5,000,000
Sublimits of Insurance		
Ordinance or Law - Coverage A		Included
Coverage B and C Combined Limit of Insurance		$5,000,000
Utility Services		$2,500,000
Blanket Sub-Limit of Insurance		$100,000
Business Income Extended Period of Indemnity		180 Days
Off Premises Power-Indirect Damage		$2,500,000
Primary Deductible		
Per Occurrence - Earthquake		10% per Unit of Insurance; Minimum $100,000
Business Income Waiting Period		
AOP		72 hours
Minimum Earned Premium		35%
	Premium:	$172,270.00
	Premium including taxes and Fees	$178,348.19

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Signature X_____

Locations Covered

As per schedule on file received on 06/07/2023

Please note the coverages are summarized for illustration purposes and are not meant to be representative of all the terms and conditions.

DIC # 1 - Including Flood & Earthquake

Arch Specialty Insurance Company	7/1/24-7/1/25
	Limit of Insurance
Limit of Insurance	**$5,000,000**
Part of $5M - Layer XS of $5M	Per Occurrence and in the Annual Aggregate as Respects: Earthquake, Flood
Deductible	
Earthquake	10% per Unit of insurance per occurrence, subject to $100,000 minimum
Flood - Per occurrence	$50,000
Minimum Earned Premium	25%
Premium:	$114,000.00
Premium including taxes and Fees	$117,625.20

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Signature X_____

Locations Covered

As per schedule on file

Please note the coverages are summarized for illustration purposes and are not meant to be representative of all the terms and conditions.

DIC # 2 - Including Earthquake & Flood Excluding EQSL

Golden Bear Insurance Company	**7/1/24-7/1/25**
Limit of Insurance	**Limit of Insurance $10,000,000** Per Occurrence and in the Annual Aggregate as Respects: Earthquake, Flood, Excluding EQSL
Part of $10M - Layer XS of $10M	
Deductible	
Earthquake - Per Occurrence	Per Primary, Subject to 10.00% Deductible
Flood - Per occurrence	Per Primary, Subject to $50,000 Deductible
Other Perils	Not Covered
Minimum Earned Premium	25%
Premium:	$121,154.00
Premium including Fees	$121,679.00

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Signature X_____

Locations Covered

As per schedule on file

Please note the coverages are summarized for illustration purposes and are not meant to be representative of all the terms and conditions.

DIC # 4 - Earthquake and Flood

Landmark - RSUI	**7/1/24-7/1/25**
Limit of Insurance	**Limit of Insurance $5,000,000**
Part of $5M - Layer XS of $20M	Per Occurrence & Annual Aggregate Applying Separately to Flood & Earthquake
Remarks	In addition to underlying limits, this coverage attaches excess of primary deductibles.
Total Insurable Values	$229,463,454
Minimum Earned Premium	35%
Premium:	$75,000.00
Premium including taxes and Fees	

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Signature X_____

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Deadly Weapon Response Program

Underwriters at Lloyd's of London	**7/1/24-7/1/25**
	Limit of Insurance
Limit of Insurance	
Each and Every Deadly Weapon Event including Claims Expenses	$500,000
Aggregate Limit	$500,000
Sublimits of Insurance	
1st Party Property Damage – Each and every event depending on option bound	$500,000
Crisis Management Services - specified in endorsement	$250,000
Crisis Management Services – unspecified	$250,000
Counseling Services	$250,000 ($15,000 per person maximum)
Funeral Expenses	$250,000 ($15,000 per person maximum)
Business Interruption	$250,000
Demo/Clearance/Memorialization	$250,000
Extra Expense	$250,000
Threat	$250,000
Transit Extension – Response Fees for events associated with reported rolling stock exposures	$250,000
Per Person for Medical Expenses	$25,000 with a $500,000 annual aggregate
Per Person Accidental Death and Dismemberment	$50,000 with a $500,000 annual aggregate
Circumstantial Costs for Prevention Services ($0 Deductible)	Included
Deductible	
Each and every Deadly Weapon Event including Claims Expenses	$10,000
Retroactive Date	7/1/2020
Minimum Earned Premium	25%
Premium:	$6,304.00
Premium including taxes and Fees	$6,504.47

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Signature X_____

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General Liability - Sports GL

Vantapro Specialty Insurance Company	**7/1/24-7/1/25**
Each Occurrence Limit	$1,000,000
Personal & Advertising Injury Limit - Any one person or organization	$1,000,000
General Aggregate Limit (Other than Products / Completed Operations)	$3,000,000
Products-Completed Operations Aggregate Limit	$1,000,000
Damage to Premises Rented to You Limit	$300,000
Medical Expense Limit	Excluded
Abuse or Sexual Molestation Occurrence Limit	$100,000
Abuse or Sexual Molestation Aggregate Limit	$300,000
Deductible	Not Applicable
Premium:	$12,368.00
Premium including Fees	$12,468.00

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Signature X_____

Please note the coverages are summarized for illustration purposes and are not mean conditions.

PRISM General Liability 2 Program

Public Risk Innovation, Solutions, and Management (PRISM)

Limit of Insurance

Per occurrence, offense or wrongful act and annual aggregates as respects completed operations

Retentions

Member Self-Insured Retention

per occurrence, offense or wrongful act

Member Corridor Retention

per occurrence, offense or wrongful act act and annual aggregate in excess of the self-insured retention stated above

Premium:

Premium including Fees

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nt to be representative of all the terms and

7/1/23-7/1/24
$25,000,000
$1,000,000
$0
$1,347,808.00
$1,388,884.00
Signature X_____

June 25, 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 exists 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 ceremonials 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.

June 25, 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 Total	$4,439.60 $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

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,

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

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

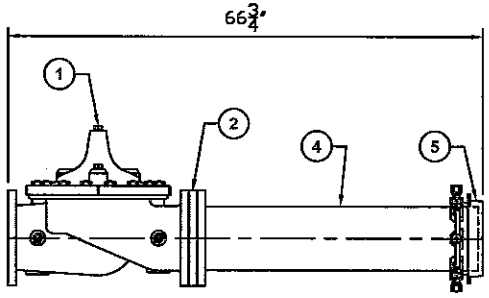
041524 Compton Well 20 Pipe Train

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$

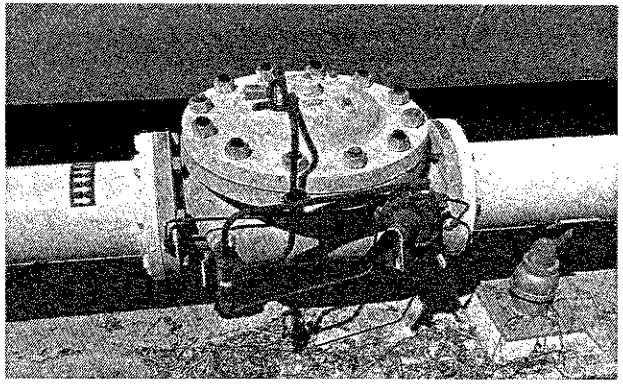
LN	Qty	Size	Model	Suffix Opt.	Description	KX Options (if applicable)	Unit Price	Ext. Price	N/L
0001	1.00	8"	Pipe Train		8" 40-01BCSVYKC Flow Control Valve E999998DSBSB150AG 8" Ductile Iron Pipe Spool 8" Mega Flange		$16,302.00	$16,302.00	Net
0002	1.00	10"	Pipe Train		10" 40-01BCSVYKC Flow Control Valve 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**	

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 MEGAFLANGE



SECTION VIEW

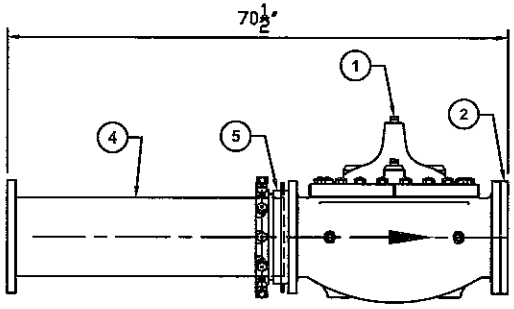


ESI FAB SYSTEMS
15410 S MAHAFFIE ST
OLATHE, KS 66062
PH: 816-468-9119 - www.esiwater.com

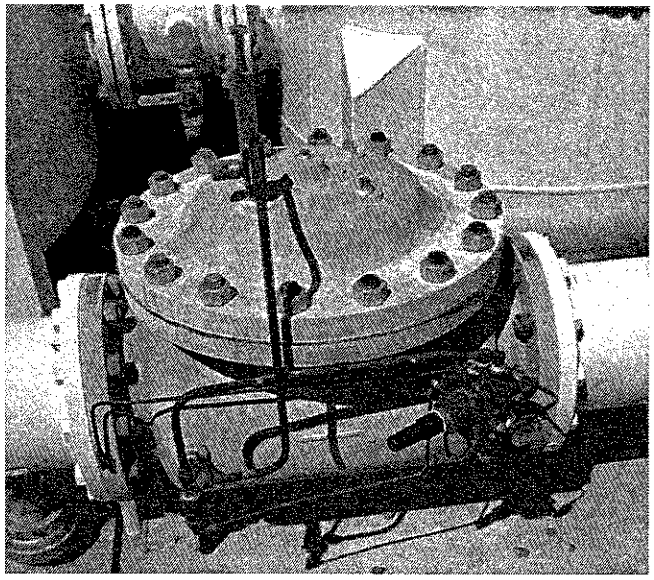
EPS07806 - REV: 0

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

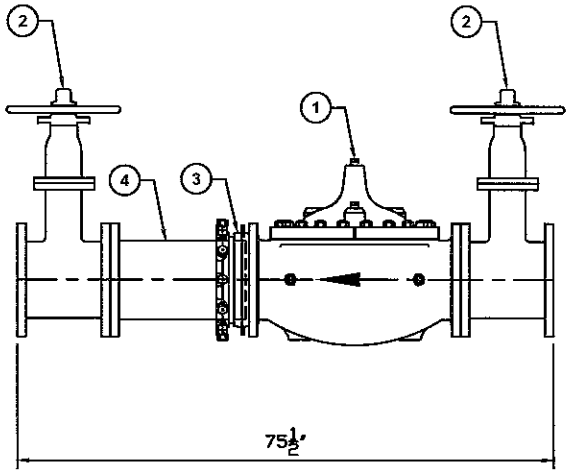
041524 Compton MWD C4 Pipe Train

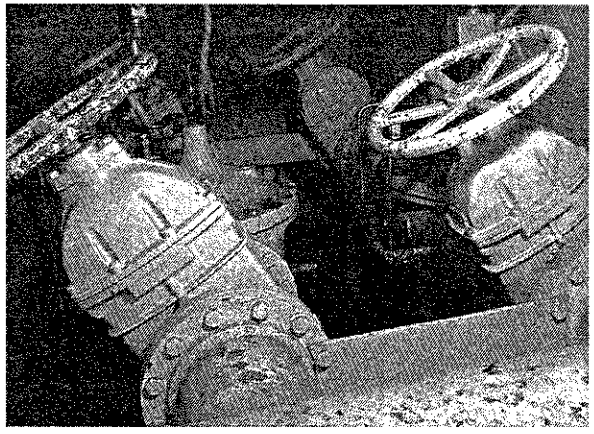
Quote Number	Y24Q12586
Quote Date (mm/dd/yyyy)	04/15/2024
Lead Time (ex factory)	4-6 weeks
FOB	Factory
Freight	Full Freight Allowed
Currency	USD$

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 BCSYKCX 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.

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





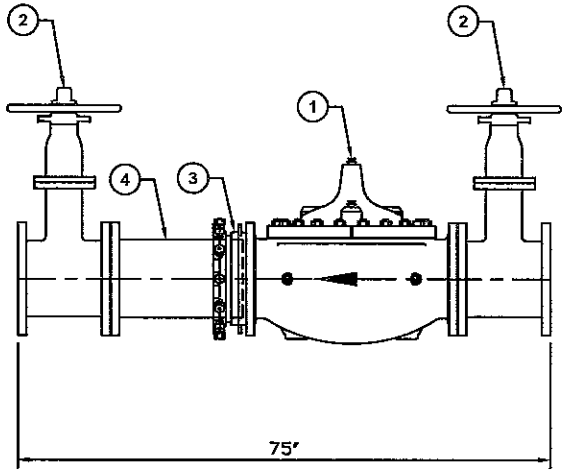
SECTION VIEW

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

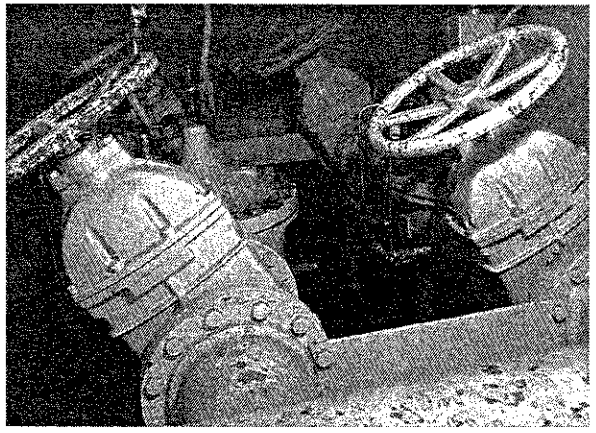
EPS07809 - REV: 0

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



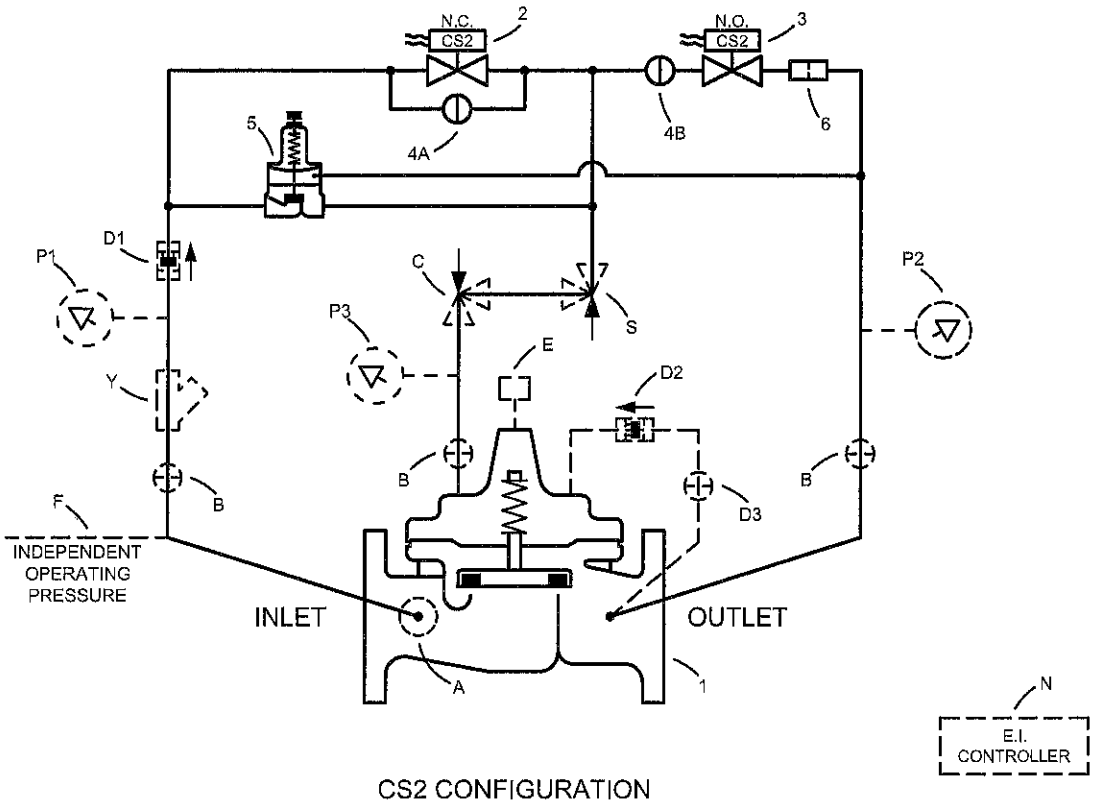
ESI FAB SYSTEMS
15410 S MAHAFFIE ST
OLATHE, KS 66062
PH: 816-468-9119 - www.esiwater.com

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 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

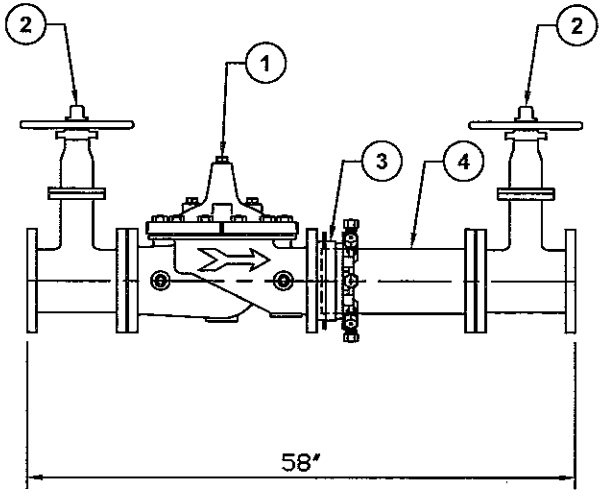
041524 City of Compton MWD C3 Pipe Train

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 BCSYKCX 24VDC Solenoids, X105LCW Limit Sw itch 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**	

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	6" CLA-VAL MODEL 131 ELECTRONIC CONTROL VALVE
2	2	6" NRS GATE VALVE (OPEN LEFT)
3	1	6" EBAA MEGAFLANGE
4	1	6" DUCTILE IRON FLG X PE PIPE SPOOL



PLAN VIEW



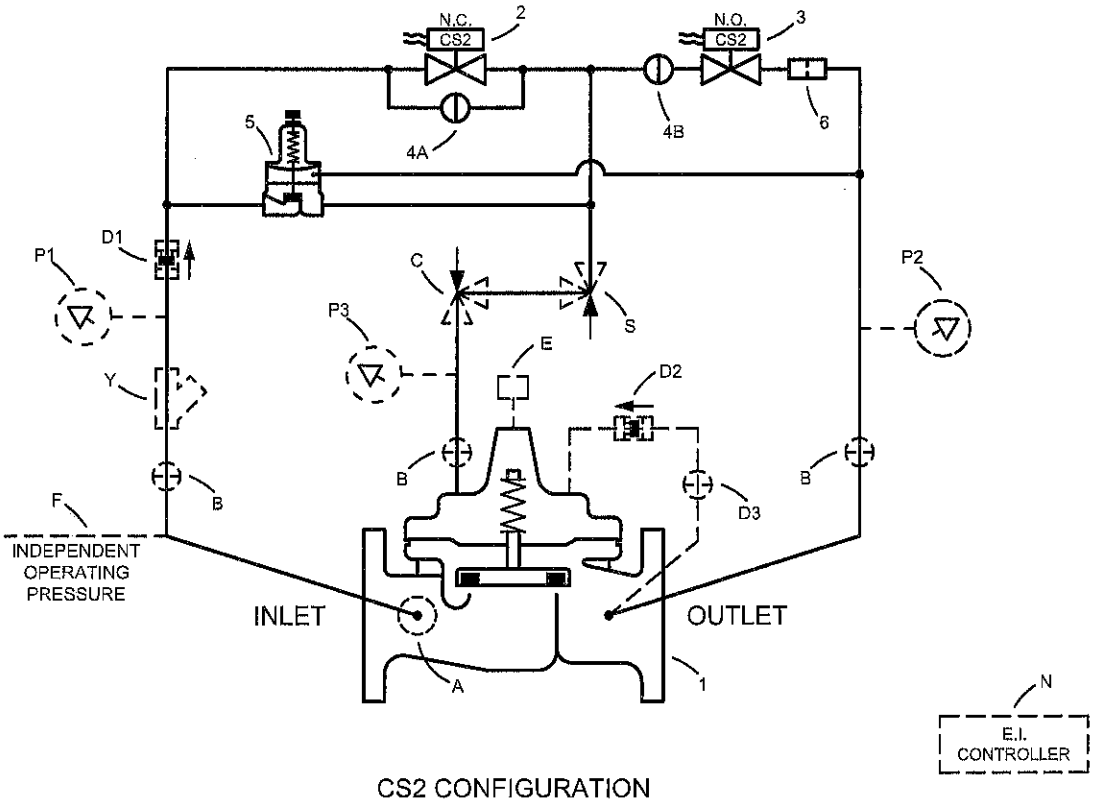
ESI FAB SYSTEMS
15410 S MAHAFFIE ST
OLATHE, KS 66062
PH: 816-468-9119 - www.esiwater.com

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 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

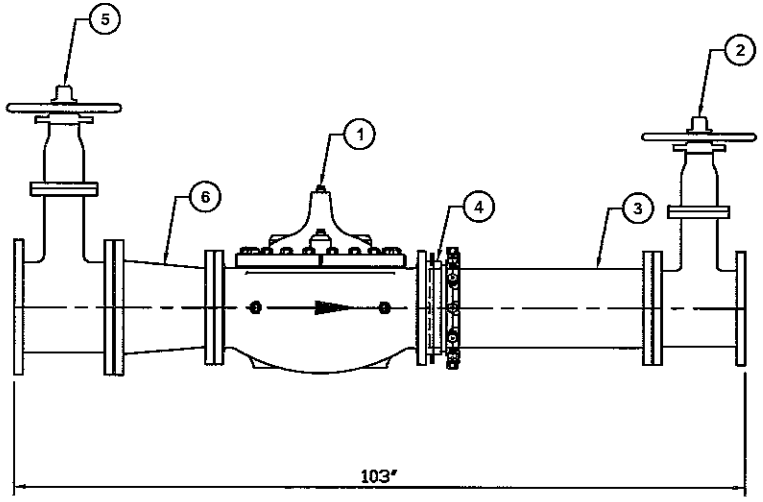
Quote Number	Y24Q12592
Quote Date (mm/dd/yyyy)	04/15/2024
Lead Time (ex factory)	4-6 weeks
FOB	Factory
Freight	Full Freight Allowed
Currency	USD$

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**	

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" 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

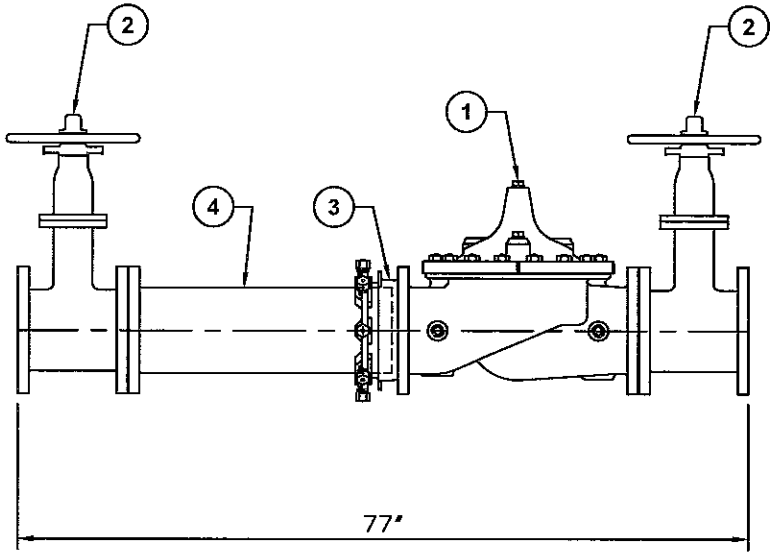


ESI FAB SYSTEMS
15410 S MAHAFFIE ST
OLATHE, KS 66062
PH: 816-468-9119 - www.esiwater.com

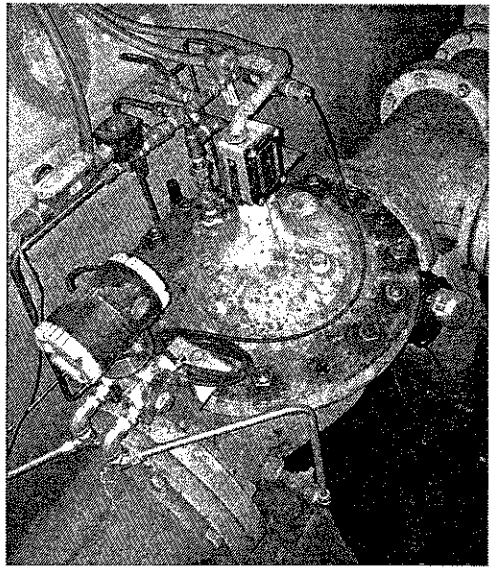
EPS07812 - REV: 0

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



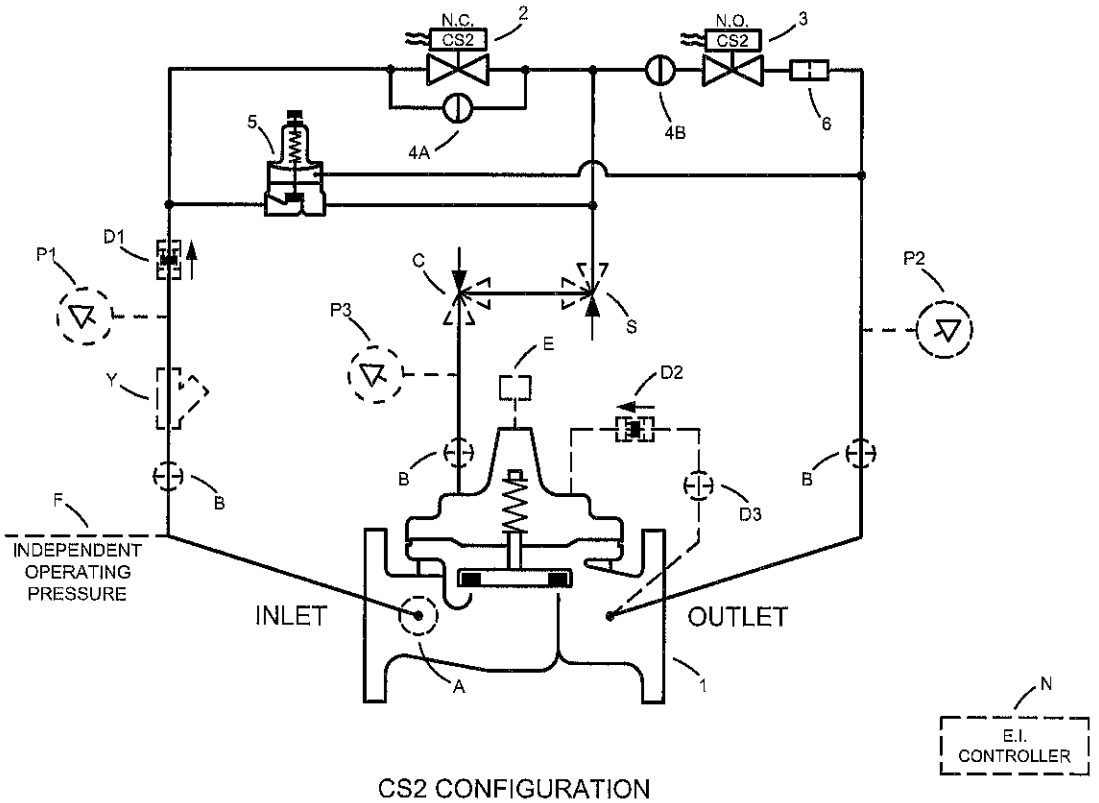
ESI FAB SYSTEMS
15410 S MAHAFFIE ST
OLATHE, KS 66062
PH: 816-468-9119 - www.esiwater.com

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	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

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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 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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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.

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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 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.
9. Estimate valid for 30 days.
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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 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.
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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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.
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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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.
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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.)
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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.

_____ Date: _____
David Koeblitz
CFO

_____ Date: _____
Martin Pickett
CEO/President

21. <u>Jurisdiction, Venue and Governing Law</u>. 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_____ **Dated: _____**
David Koeblitz
CFO

_____ **Date: _____**
Martin Pickett
CEO/President

CITY OF COMPTON:

Approved by:

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

Approved as to form:

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

ATTEST:

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

EXHIBIT A

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

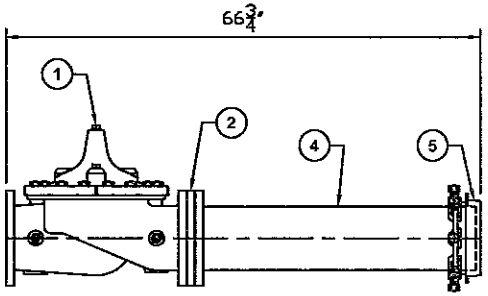
041524 Compton Well 20 Pipe Train

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$

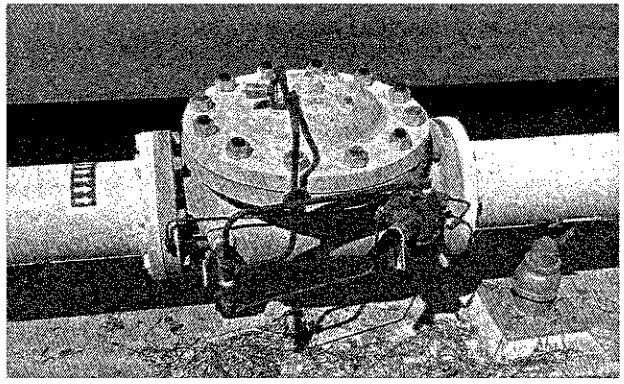
LN	Qty	Size	Model	Suffix Opt.	Description	KX Options (if applicable)	Unit Price	Ext. Price	N/L
0001	1.00	8"	Pipe Train		8" 40-01BCSVYKC Flow Control Valve E999998DSBSB150AG 8" Ductile Iron Pipe Spool 8" Mega Flange		$16,302.00	$16,302.00	Net
0002	1.00	10"	Pipe Train		10" 40-01BCSVYKC Flow Control Valve 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**	

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 MEGAFLANGE



SECTION VIEW

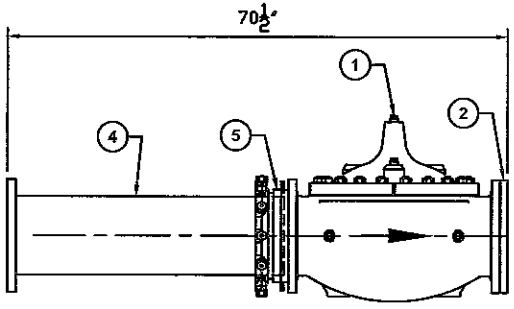


ESI FAB SYSTEMS
15410 S MAHAFFIE ST
OLATHE, KS 66062
PH: 816-468-9119 - www.esiwater.com

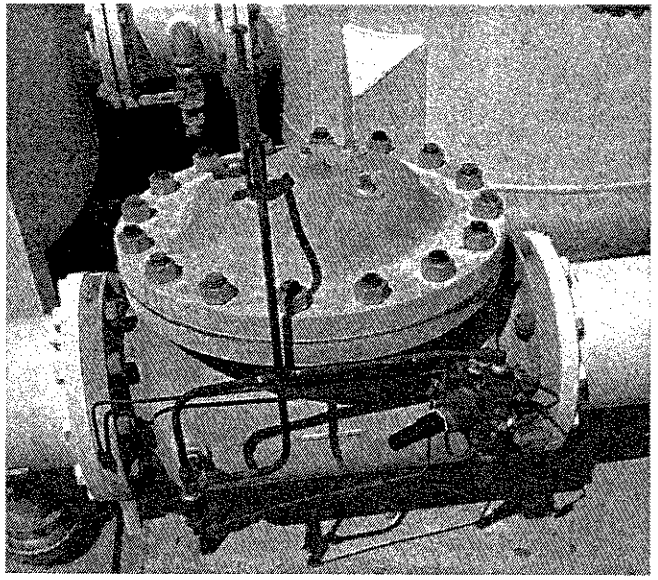
EPS07806 - REV: 0

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

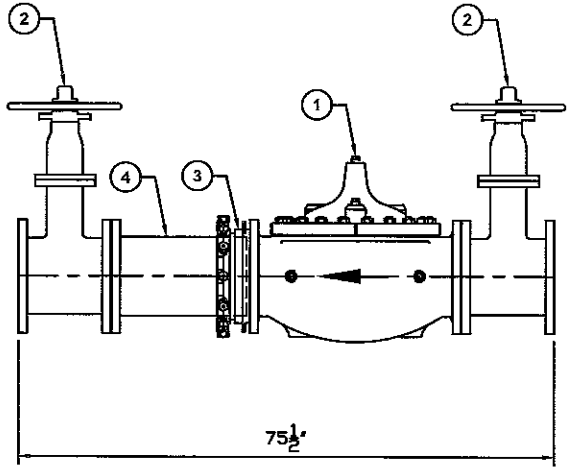
041524 Compton MWD C4 Pipe Train

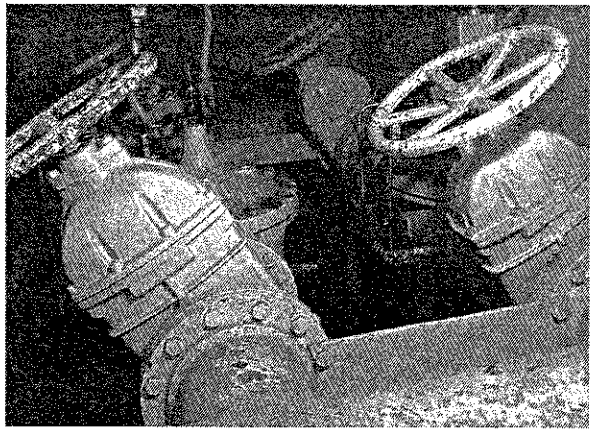
Quote Number	Y24Q12586
Quote Date (mm/dd/yyyy)	04/15/2024
Lead Time (ex factory)	4-6 weeks
FOB	Factory
Freight	Full Freight Allowed
Currency	USD$

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 BCSYKCX 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.

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





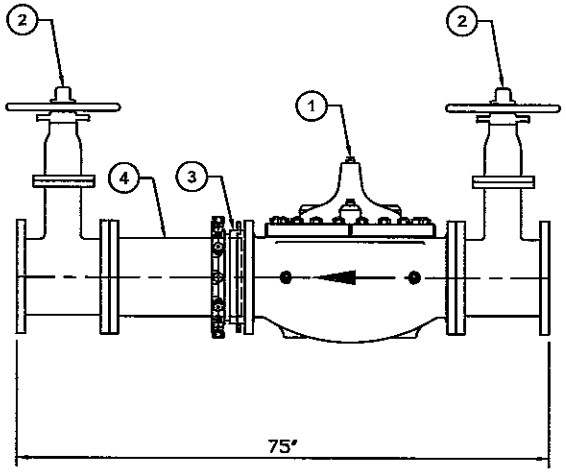
SECTION VIEW

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

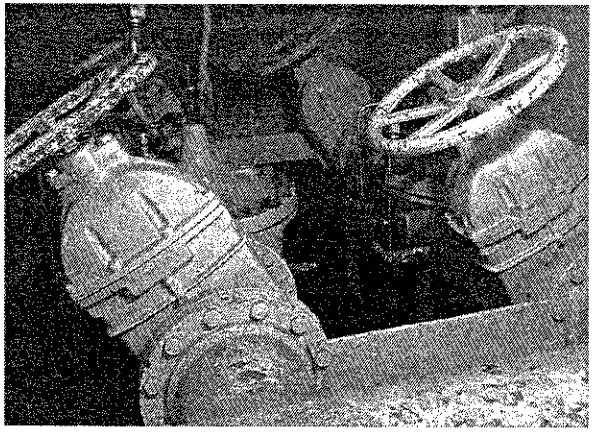
EPS07809 - REV: 0

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



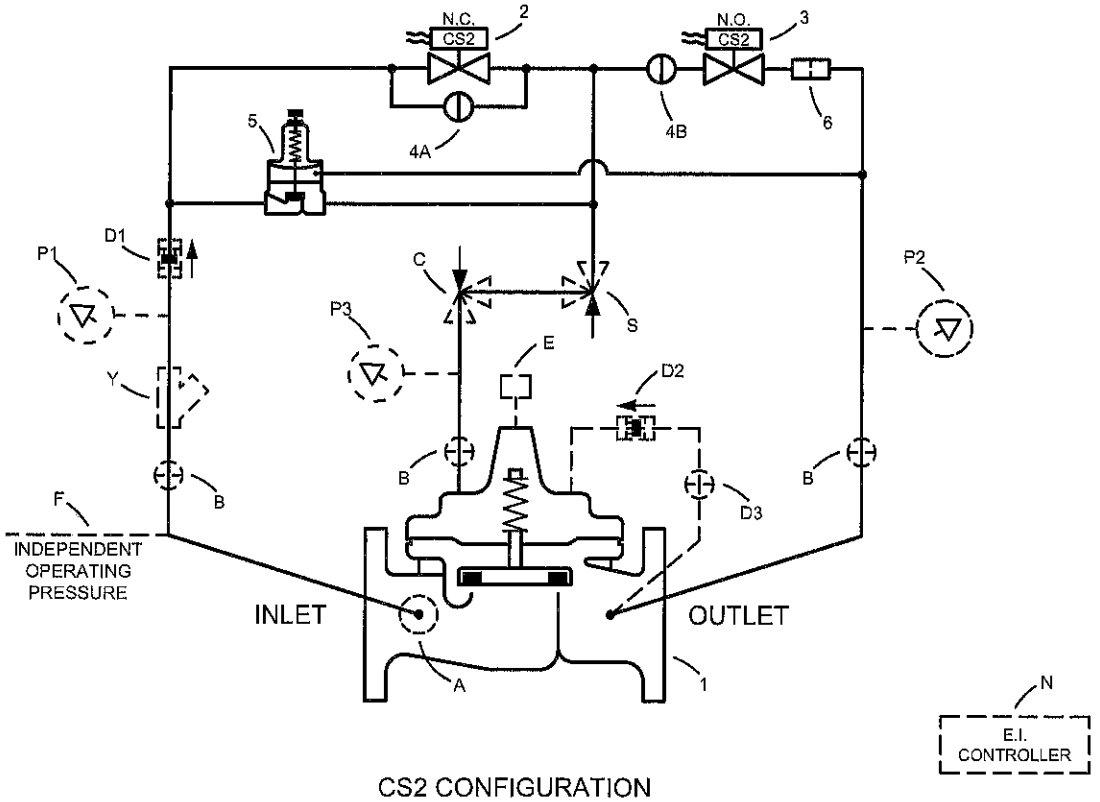
FAB SYSTEMS
15410 S MAHAFFIE ST
OLATHE, KS 66062
PH: 816-468-9119 - www.esiwater.com

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 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

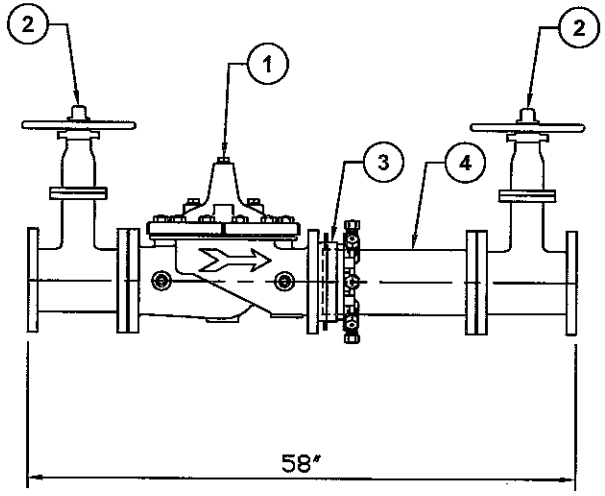
041524 City of Compton MWD C3 Pipe Train

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 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**	

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	6" CLA-VAL MODEL 131 ELECTRONIC CONTROL VALVE
2	2	6" NRS GATE VALVE (OPEN LEFT)
3	1	6" EBAA MEGAFLANGE
4	1	6" DUCTILE IRON FLG X PE PIPE SPOOL



PLAN VIEW



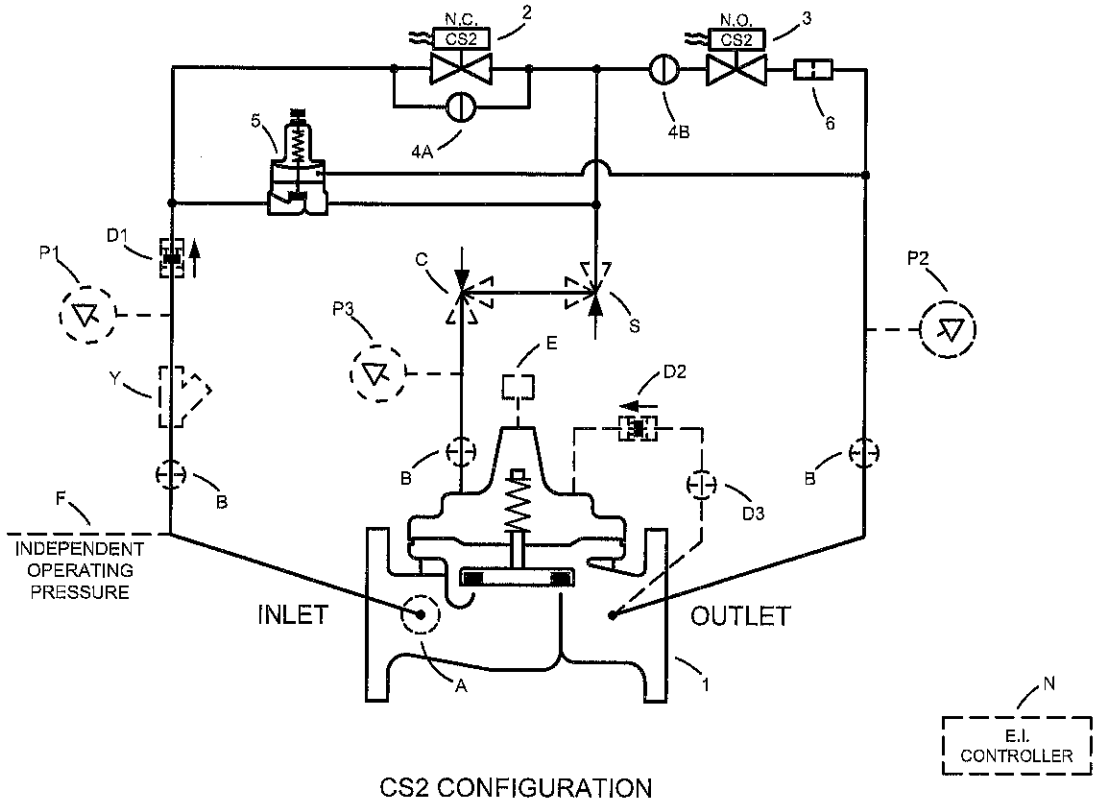
ESI FAB SYSTEMS
15410 S MAHAFFIE ST
OLATHE, KS 66062
PH: 816-468-9119 - www.esiwater.com

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 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

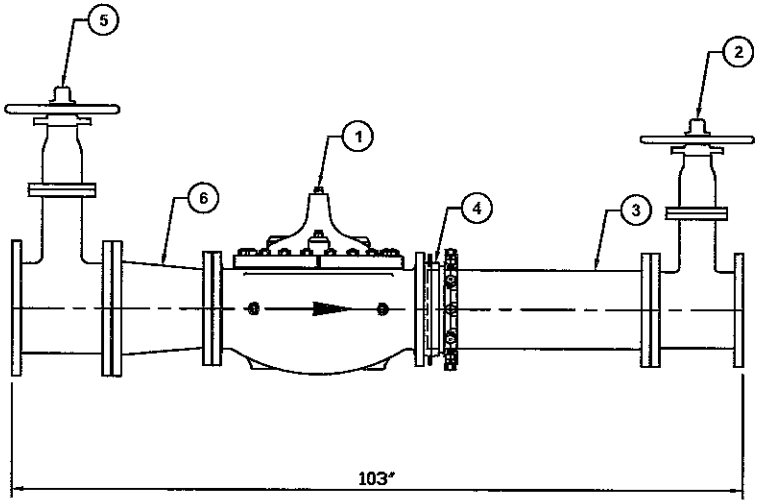
041524 City of Compton C1 Pipe Train

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**	

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	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

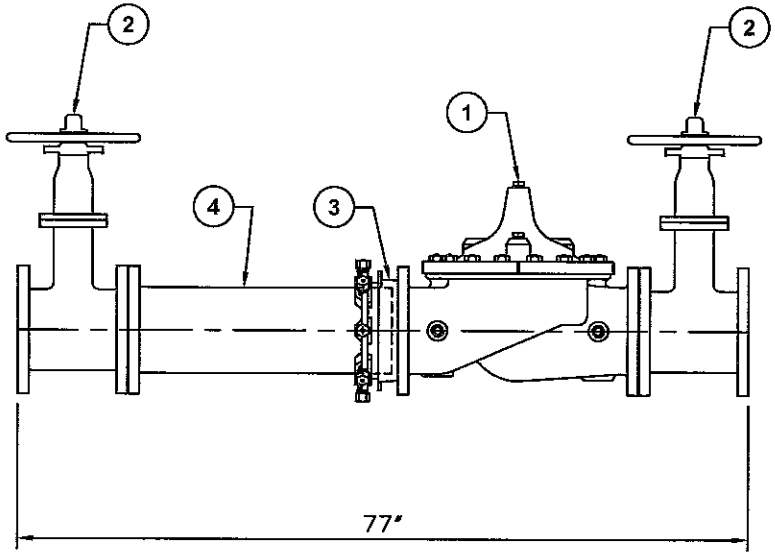


ESI FAB SYSTEMS
15410 S MAHAFFIE ST
OLATHE, KS 66062
PH: 816-468-9119 - www.esiwater.com

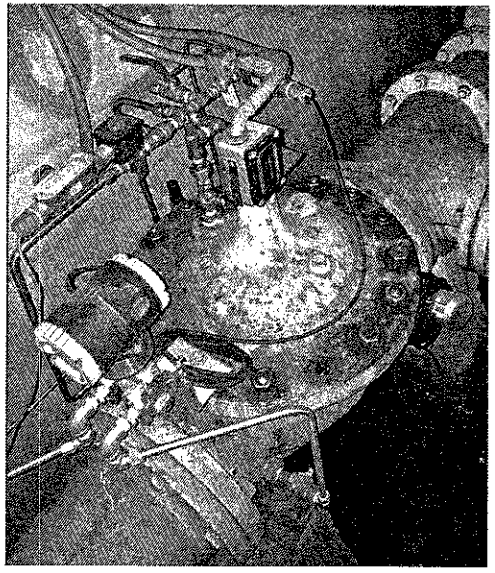
EPS07812 - REV: 0

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



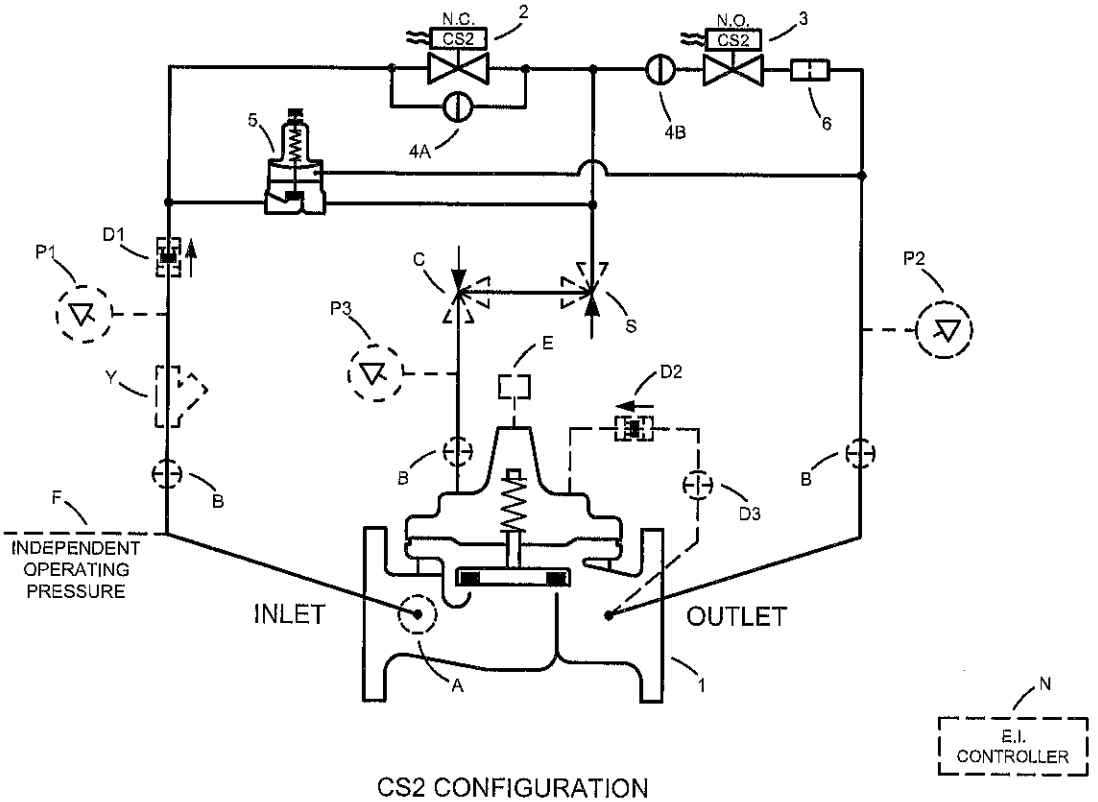
ESI FAB SYSTEMS
15410 S MAHAFFIE ST
OLATHE, KS 66062
PH: 816-468-9119 - www.esiwater.com

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	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

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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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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 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

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 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.
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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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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 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.
8. Work shall occur during normal business hours. Weekend and after hours available for additional fee.
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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.
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June 25, 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:

Account Code	Account Name	Amount
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.

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:

Account Code	Account Name	Amount
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:

Account Code	Account Name	Amount
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

COMPANY	RFP BOND INCLUDED	RFP PRICE	DATE / TIME RECEIVED
MGT			08-30-23 / 10:23 am

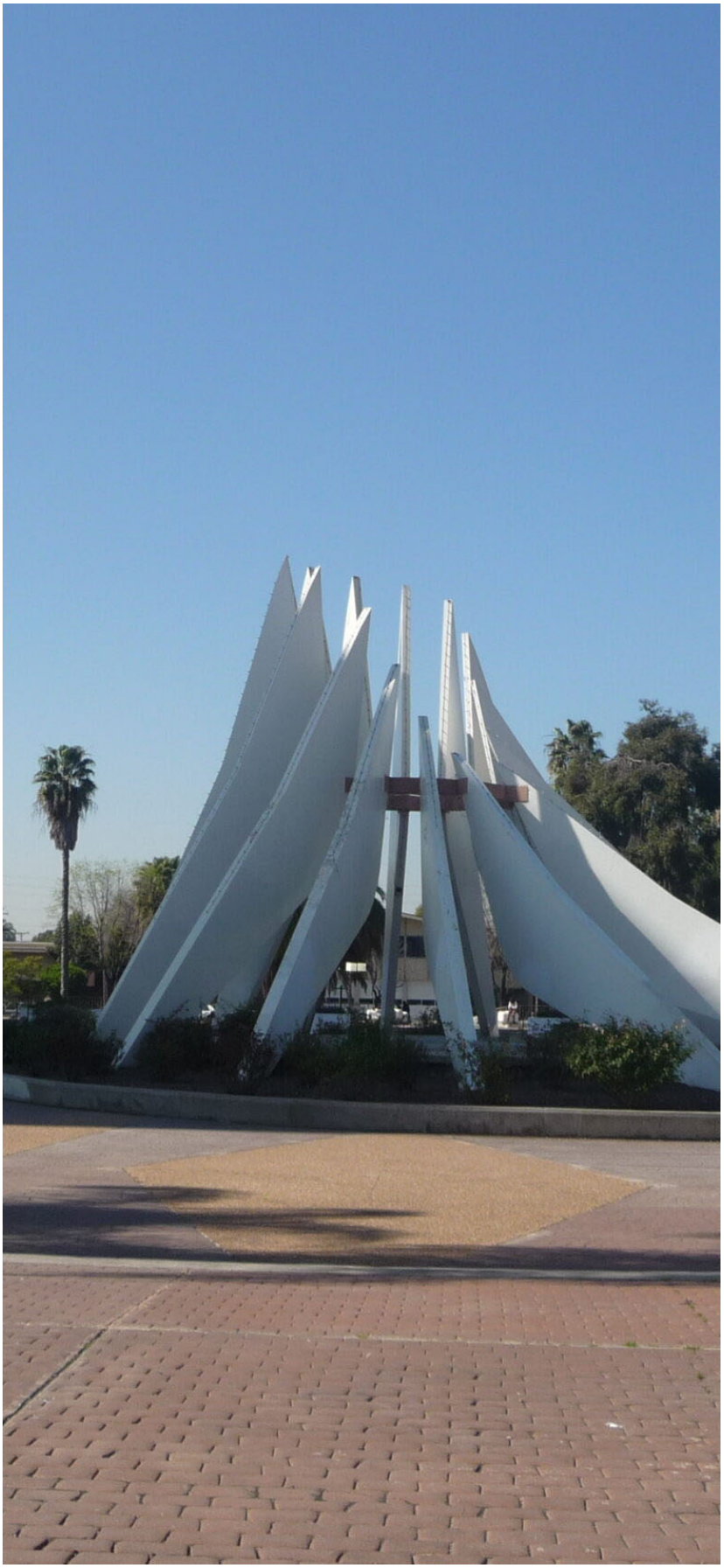
Consulting Services for Senate Bill 90 (SB 90)

CITY OF COMPTON, CALIFORNIA

Proposal

AUGUST 31, 2023

BID NOTIFICATION NUMBER: 10488956



MGT

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.

Sincerely,



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 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

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

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.

MGT Office Locations

MGT's headquarters are in Tampa, Florida, with additional locations across the country. The project will be managed and staffed from our **Sacramento office.**

NATIONAL FIRM **LOCAL FOCUS**

Alabama
Birmingham

Arizona
Phoenix

California
Sacramento
Riverside
Carlsbad

Florida
Tampa HQ

Georgia
Savannah
Atlanta
Alpharetta

Illinois
Chicago Metro

Indiana
Gary

Michigan
Bay City

New York
NYC

North Carolina
Raleigh

South Carolina
Columbia

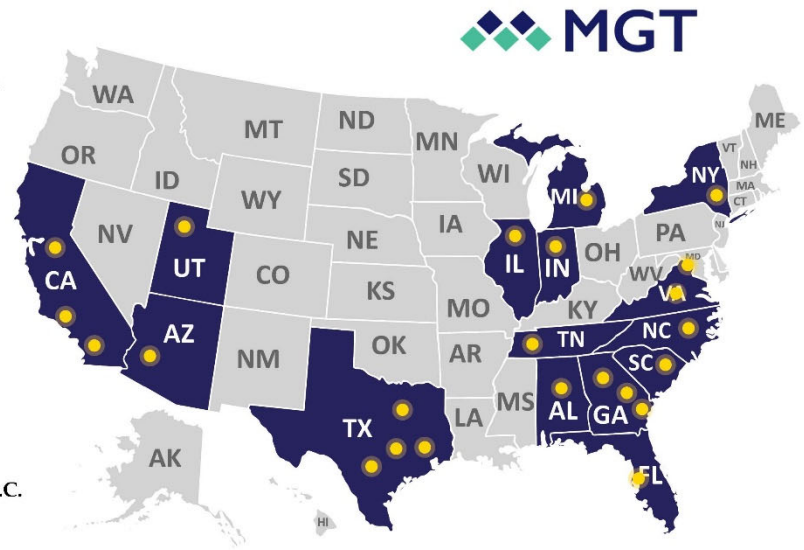
Tennessee
Nashville

Texas
Dallas
Austin
San Antonio
Houston

Utah
Salt Lake City

Virginia
Richmond

Washington, D.C.



MGT is structured into several primary consulting divisions. The MGT Financial Solutions Group, consisting of **over 40 experienced costing consultants** will be responsible for completion of the project.

MGT MAJOR CONSULTING LINES OF BUSINESS

Government Consulting
Everything from an organizational analysis to a jail privatization study to a strategic plan to move an organization from reactive mode to proactive mode.

Diversity and Inclusion
Disparity research and diversity studies to provide an organization or community with a more equitable and inclusive environment.

Education Solutions
From student outcomes and performance, to operational effectiveness, our solutions have impacted more than 50 million students across the globe.

Financial Solutions
Our nationally-recognized experts help clients weather fluctuating market conditions and rising demands on their budgets using a variety of proven solutions.

Human Capital
Specializing in classification and compensation studies, this practice helps public agencies retain and attract the right talent.

Cyber Security and Technology
We help IT and Cyber leaders navigate and manage cyber threats through a Cyber Security Office program that provides an "a la carte" menu for customization.

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.

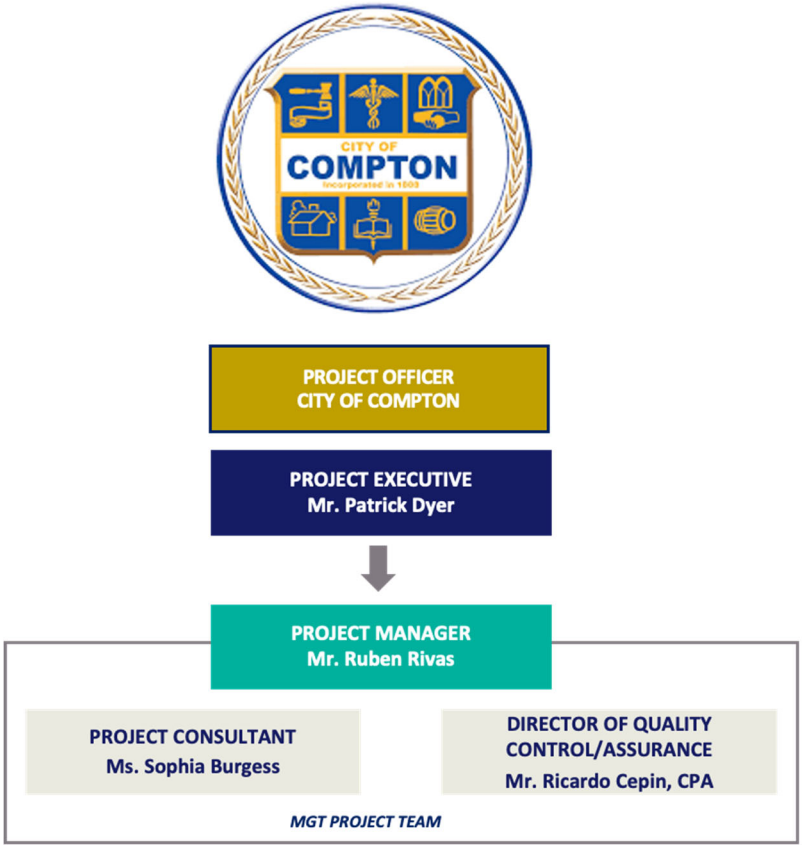
Partner, Manager, Supervisor and Staff Qualifications and Experience

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.



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
- Experience in FLAIR Accounting software and AutoAudit

Education

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

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

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

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

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

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	*Contact:*	**Ms. Felice Lopez**
	Title:	Director of Finance
	Phone:	310.349.2923
	E-Mail:	FLopez@cityofhawthorne.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 continuous SB 90 consulting services since 2014 (9 years)

City of Gardena	*Contact:*	**Mr. Ray Beeman**
	Title:	Director of Administrative Services
	Phone:	310.217.9502
	E-Mail:	rbeeman@cityofgardena.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 continuous SB 90 consulting services since 2016 (7 years)

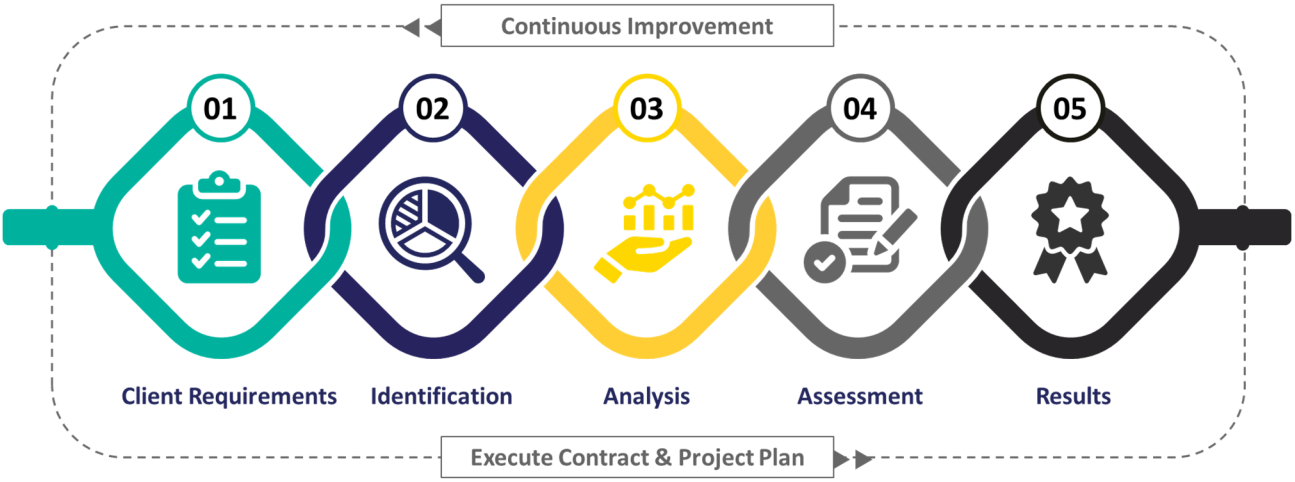
City of Whittier, CA	*Contact:*	**Ms. Alice Hui**
	Title:	Director of Finance
	Phone:	526.567.9836
	E-Mail:	ahiu@cityofwhittier.org
	Project Description:	Comprehensive SB 90 project, including training, department interviews, data collection, claim preparation, ICRP preparation, claim/ICRP finalization 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).

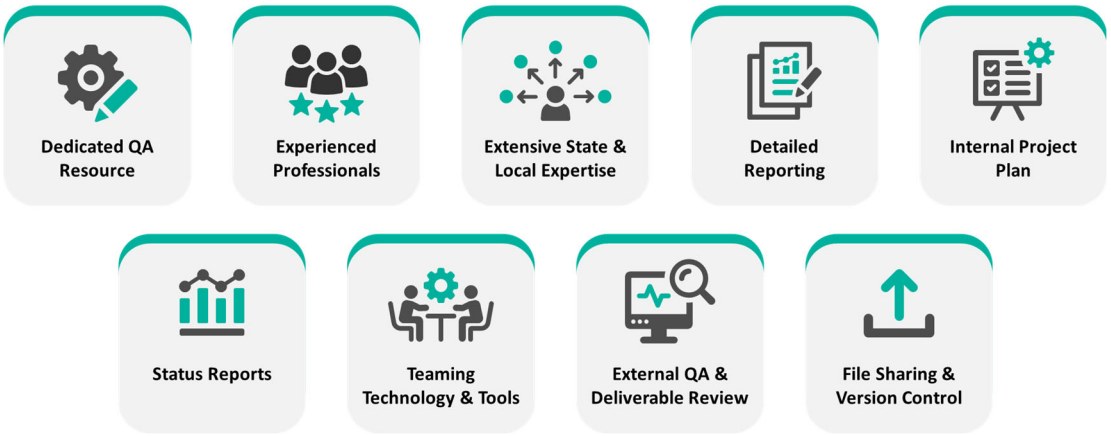
MGT Quality Assurance

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 - Deparment 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 eligigle claims and review the claim for completeness, accuracy, and eligigle 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.


in this issue
April 2021

- Locals Submit More Test Claims
- FY 21-22 Budget Appropriations
- New SB 90 Programs
- COVID-19 Travel & On-site Meetings
- VBM Training

CURRENT TOPICS

California State Budget
SB 90 Appropriations

Program	Funding
Commission On State Mandates	$7.69M
Annual SB 90 Programs*	$40.3M
PO Training: Mental Health	$5.30M
Special Programs: Admin Per Se	$7.00M
Special Programs: Pesticide Use	$47,000
Total SB 90 Funding	$50.3M

*Continues on Page 3

Late and Amended Claims

Miss the filing deadline? It's not too late. Here are the late/amended claim due dates:

Annual FY 19-20 claims — February 15, 2022
PO Training: Mental Health — April 28, 2021

Late annual claims assess a 10% penalty up to $10k; Late New/Initial claims assess a 10% penalty with no cap.

instant
UPDATE
Coming Soon!

Vote by Mail Ballots: Prepaid Postage

A new test claim called Vote by Mail Ballots: Prepaid Postage was approved in December 2020 by the Commission on State Mandates (Commission). Elections Code section 3010, as amended by Statutes 2016, chapter 120, requires agencies to provide prepaid postage on identification envelopes delivered to voters with their vote-by-mail ballots. The parameters and guidelines (Ps & Gs) identify the following reimbursable activity:

1. Provide prepaid postage on identification envelopes delivered to voters with their vote-by-mail ballots for the following elections:
   a. Statewide general elections, statewide direct primary elections, and the presidential primary elections conducted by counties
   b. Regular local elections compelled by state law
   c. Special elections called by the Governor or required by state law, including recall elections of local officers, special elections forced by a petition of the voters to issue school bonds or replace an appointee and fill a vacant school board position, and elections required by state law that are conducted by charter cities and counties.
   d. School district and community college district discretionary elections required by state law to be conducted by counties and cities when the election is consolidated with non-educational issues or elective offices

The initial filing is due July 7, 2021 and includes January 1, 2019-June 30, 2019 through FY 2019/2020.

Cities are only eligible if they have an Election Official and run their own elections.

MGT CONSULTING

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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

Dollar Cost Bid

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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

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, agents or volunteer of the City. Consultant shall obtain no rights to retirement, health care or any other benefit that accrue to City officials, officers, or employees. Consultant expressly waives any claim to such rights.

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

6. 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 25, 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 25, 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:

VENDOR	AMOUNT
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:

Account Number	Description	Amount
1001-690-000-4249	Special Department Expense	$84,465.00

To:

Account Number	Description	Amount
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:

VENDOR	**AMOUNT**
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:

Account Number	**Description**	**Amount**
1001-690-000-4249	Special Department Expense	$84,465.00

To:	**Account Number**	**Description**	**Amount**
	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: 1GNSCRKD1RR123889 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

Quote 2

Vehicle Locator

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
BTV-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-ISRV 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-Trailering 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.

Quote 3

CHEVROLET **PENSKE** CHEVROLET OF CERRITOS

Date: *5/2/2024*
Salesperson:
Manager: *Daniel Medina*

FOR INTERNAL USE ONLY

CUSTOMER

Home Phone :

Address : ,

Work Phone :

E-Mail :

Cell Phone :

VEHICLE

Stock # : ***RR219051*** New / Used : **New** VIN : ***1GNSCSKD9RR219051*** 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 25, 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.

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

RESOLUTION NO. 25,674

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2021-2022 FISCAL YEAR BUDGET TO TRANSFER FUNDS AND AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS AND SIGN SUPPORTING DOCUMENTS TO EVTS, INC. AND CHARGEPOINT, INC. FOR ELECTRIC PARKING VEHICLES AND CHARGING STATIONS AND ANCILLARY INFRASTRUCTURE ($651,950.00)

WHEREAS, the City of Compton employees utilize various service vehicles (sedans, pickup trucks and sport utility vehicles) in the performance of their duties; and

WHEREAS, vehicles in service have reached the end of their useful life as they were purchased in 2008 and the cost of maintenance is cost prohibitive to maintain; and

WHEREAS, the South Coast Air Quality Management District collects funding under Assembly Bill 2766 on behalf of the City of Compton designated for the programs/projects that reduce vehicle emissions; and

WHEREAS, the City of Compton wishes to utilize the funding of Five Hundred Thousand Dollars ($500,000.00) collected by the South Coast Air Quality Management District to convert the vehicles used by the Parking Enforcement Division of the Community Improvement Department from gas-based vehicles to electric-based vehicles; and

WHEREAS, the Metropolitan Area Planning Council (MAPC) went through a formal Request For Proposal process to solicit vendors to provide Electric and Hydrogen Powered Public Service Vehicles, Light-Duty Trucks, Paratransit Vehicles, Passenger Shuttles, Public Works Construction Equipment and Related Factory Options under RFP No. GBPC 2020 on behalf of the Greater Boston Police Council, Inc. (GBPC); and

WHEREAS, the MAPC contract allows members of the GBPC the opportunity to purchase vehicles at the same cost as the GBPC and the City of Compton is a member of the GBPC in good standing; and

WHEREAS, review of the MAPC's procurement process satisfies the City's procurement requirements, thus by using the MAPC pricing, the City will benefit from a a better price on the selected vehicles; therefore, staff recommends acquiring the 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 OF COMPTON INCORPORATED MAY A. D. 1888 CALIFORNIA

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 OF COMPTON INCORPORATED MAY A. D. 1888 CALIFORNIA

CITY CLERK OF THE CITY OF COMPTON

June 25, 2024

TO: **MAYOR AND COUNCIL MEMBERS**

FROM: **CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING THE BUDGET FOR FISCAL YEAR 2024-2025**

SUMMARY

The Fiscal Year 2024/2025 Proposed Budget for the City of Compton is hereby transmitted to the City Council for review and adoption. The estimated revenues have been supplied by the City Controller. Available Special Funds Fund Balances from prior year surplus have also been provided by the City Controller and utilized to balance the Budget. The projected expenditures recommended by the City Manager are in balance with the Controller's estimated revenue. The City Manager and City Controller, along with all the Budget Team members, have worked diligently to balance this proposed Budget. This balanced Budget is recommended to the Mayor & City Council for approval.

BACKGROUND

The Compton City Charter, Section 1407, requires that the City Manager present an Annual Budget for adoption by City Council on or before June 30, 2024. A Public Hearing was held on June 11, 2024 to discuss the proposed Fiscal Year 2024-2025 Budget. One Community Budget Workshop was held on June 1, 2024 and one City Council Budget Workshop was held on June 11, 2024 to discuss the proposed Fiscal Year 2024-2025 Budget.

STATEMENT OF THE ISSUE:

The City organizes the Annual Budget by Fund and by Department. The Citywide Fiscal Year 2024-2025 Proposed Budget, which includes combined (all) Funds and Departments, totals **$254,055,072.** Expenditures are offset by City-wide revenues and Special Funds Fund Balances totaling **$254,055,072.** The City-wide Budget includes the General Fund. The General Fund, which includes the Measure "P" 1% Sales Tax, is the fund which provides for most of the typical public services which Compton citizens rely on, such as Law Enforcement, Fire Protection, Recreation, Street Repair, and General City Administration. The General Fund Budget equals: **$65,634,700**. Measure P General Fund Resources equal: **$15,004,100** All General Fund Resources *(inclusive of Measure P)* equal **$80,638,800.**

Quarterly Budget Review, Reporting & Compliance

Ongoing monitoring of revenue and expenditures will result in Quarterly Budget review and appropriate adjustments. The City Manager and City Controller intend to conduct a "Mid-year" Budget Review and Workshops with the City Council, updating revenue estimates and expenditures.

FINANCIAL IMPACT

	PROPOSED BUDGET FY 2024-2025
CITYWIDE BUDGET	
TOTAL EXPENSES	$254,055,072
ALL FUNDS AND DEPARTMENTS	$254,055,072
TOTAL GENERAL FUND BUDGET	
EXPENSES	$ 80,638,800
REVENUES	$ 80,638,800

RECOMMENDATION

Staff recommends that the Council accept the proposed 2024/2025 City of Compton Budget for public comments, revisions, and adoption.

WILLIE A HOPKINS JR.
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING THE BUDGET FOR FISCAL YEAR 2024-2025

WHEREAS, the Compton City Charter Section 1407 requires that an annual Budget be presented and adopted by City Council on or before June 30th; and

WHEREAS, The Compton City Charter, Section 1407, requires that City Manager present an Annual Budget for adoption by City Council on or before June 30, 2024. A Public Hearing was held on June 11, 2024 to discuss the proposed Fiscal Year 2024-2025 Budget. One Community Budget Workshop was held on June 1, 2024 and one City Council Budget Workshop was held on June 11, 2024 to discuss the proposed Fiscal Year 2024-2025 Budget; and

WHEREAS, the City Council has fixed the time and place for holding a public Hearings on the proposed 2024-2025 Fiscal Year Budget, has caused notice of said Hearings to be published, and the proposed 2024-2025 Fiscal Year Budget has been available for inspection at the City Clerk's Office consistent with Compton City Charter, Section 1405; and

WHEREAS, following notice duly given, the City Council held a Public Hearing on June 11, 2024, regarding the adoption of the Budget for Fiscal Year 2024-2025 and considered all information, documents and comments presented.

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

SECTION 1. That the proposed Fiscal Year 2024-2025 Annual Budget of the City of Compton, as set forth in the proposed Annual Budget document, including amendments, approved by the City Council as reflected in this meeting's minutes, is hereby adopted pursuant to Section 1407 of the Compton City Charter and made effective July 1, 2024.

SECTION 2. That a certified copy of this Resolution, along with this meeting's approved minutes evidencing City Council adopted amendments, if any, shall be attached to the Fiscal Year 2024-2025 Annual Budget and the same shall be filed with the City Manager, City Controller and City Treasurer and that a copy of said Resolution and Annual Budget shall be placed and shall remain on file in the office of the City Clerk.

SECTION 3. 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:

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

_____
CITY CLERK OF THE CITY OF COMPTON

June 25, 2024

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

FROM: **PUBLIC WORKS STREET MAINTENANCE DEPARTMENT**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2023-2024 BUDGET AND AUTHORIZING THE CITY MANAGER TO ESTABLISH A PURCHASE ORDER WITH THE BLUE DIAMOND COMPANY FOR THE PURCHASE OF ASPHALT MATERIAL FOR CITYWIDE ROAD REPAIR IN AN AMOUNT NOT TO EXCEED ONE HUNDRED THOUSAND DOLLARS ($100,000)**

SUMMARY

The adoption of this resolution will authorize the City Manager to establish a purchase order with the Blue Diamond Company for the purchase of asphalt material for citywide road repair in an amount not to exceed One Hundred Thousand Dollars ($100,000).

BACKGROUND

The Public Works Street Maintenance Department (Department) is responsible for repairing road surfaces that have deteriorated over time and have created potholes. Asphalt is a common material used to construct roads and is subsequently used in the repair of potholes. Potholes are caused when water penetrates the ground underneath porous pavement, when the water dries it leaves a void in the pavement. Gradually, as the weight of vehicles passing over the affected area loosens the asphalt, it causes the asphalt to break and a pothole is formed.

STATEMENT OF THE ISSUE

The Department is responsible for maintaining a supply of asphalt to be used in the repair of City streets, including potholes. The Department solicited quotes from three (3) reputable asphalt materials companies and the responses are listed as follows:

Vendor	Price/per unit
Blue Diamond Company	$104.82/100 ton
All American Asphalt	$120.83/100 ton
R.J. Noble Company	$110.50/100 ton

In accordance with the Compton Municipal Code, Section 4-11.5, staff has determined that the Blue Diamond Company is the most responsive and responsible bidder. The Department has utilized the Blue Diamond Company for asphalt material in the past, and the vendor has provided a quality product at a reasonable price.

Pursuant to Resolution No. 25,001, adopted by the City Council on April 23, 2019, the City Manager is authorized to expend up to $25,000.00 to any one single vendor in a fiscal year; however, the City has reached the threshold for the Blue Diamond Company for Fiscal Year 2023-2024, and the Public Works Street Maintenance Department was unable to acquire asphalt material for road repair. Therefore, City Council's approval is required for this item.

FISCAL IMPACT

An amendment to the Department's Fiscal Year 2023-2024 budget is required for this expenditure. The Department's Fiscal Year 2023-2024 Budget will be amended as follows:

Decrease Expenditure	Account Description	Amount
1004-720-000-4266	Contract Services	$100,000.00

Increase Expenditure	Account Description	Amount
1004-720-000-4233	Maintenance/Repair Materials -Road	$100,000.00

ALTERNATIVE

No other alternative is being proposed.

RECOMMENDATION

It is recommended that 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 APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2023-2024 BUDGET AND AUTHORIZING THE CITY MANAGER TO ESTABLISH A PURCHASE ORDER WITH THE BLUE DIAMOND COMPANY FOR THE PURCHASE OF ASPHALT MATERIAL FOR CITYWIDE ROAD REPAIR IN AN AMOUNT NOT TO EXCEED ONE HUNDRED THOUSAND DOLLARS ($100,000)

WHEREAS, the Public Works Street Maintenance Department (Department) is responsible for repairing road surfaces that have deteriorated over time and have created potholes; and

WHEREAS, thus there is a need to maintain an adequate supply of asphalt to be used in the repair of potholes and roadways; and

WHEREAS, the Department solicited quotes from three (3) reputable asphalt materials companies and the responses received are as follows; and

Vendor	**Price/per unit**
Blue Diamond Company	$104.82/100 ton
All American Asphalt	$120.83/100 ton
R.J. Noble Company	$110.50/100 ton

WHEREAS, staff has determined that the Blue Diamond Company is the lowest, most responsive and responsible bidder; and

WHEREAS, the Department has utilized the Blue Diamond Company to purchase asphalt in the past, and the vendor has provided a quality product at a reasonable cost; and

WHEREAS, pursuant to Resolution No. 25,001, adopted by the City Council on April 23, 2019, the City Manager is authorized to expend up to $25,000.00 to any one single vendor in a fiscal year; and

WHEREAS, the City has reached the threshold for the Blue Diamond Company, for Fiscal Year 2023-2024 and City Council's approval is required for this item; and

WHEREAS, the Department's Fiscal Year 2023-2024 Budget will be amended as follows:

Decrease Expenditure	Account Description	Amount
1004-720-000-4266	Contract Services	$100,000.00

Increase Expenditure	Account Description	Amount
1004-720-000-4233	Maintenance/Repair Materials -Road	$100,000.00

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

Section 1. That the amendment to the Fiscal Year 2023-2024 Public Works Street Maintenance Department Budget is approved. The Department's Fiscal Year 2023-2024 Budget will be amended as follows:

Decrease Expenditure	Account Description	Amount
1004-720-000-4266	Contract Services	$100,000.00

Increase Expenditure	Account Description	Amount
1004-720-000-4233	Maintenance/Repair Materials -Road	$100,000.00

Section 2. That the City Manager is hereby authorized to establish a purchase order with the Blue Diamond Company for the purchase of asphalt material for citywide road repair in an amount not to exceed One Hundred Thousand Dollars ($100,000) from Account No. 1004-720-000-4233, Maintenance/Repair Materials-Road .

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

Quote #1

Material Price Quotation

Quote: MQ0021081_0
Quote Date: Oct 17, 2023
Bid Date: Oct 16, 2023

Once Accepted, Prices Good Through: Mar 31, 2024

A **COLAS** COMPANY

A **COLAS** COMPANY

Once Accepted, Prices Good Through: Mar 31, 2024

Customer:

10065586 COMPTON CITY, STREET DEPT
ATTN; LISA SMITH 205 S WILLOWBROOK
COMPTON, CA 90220

Contact: debbie buckner
Phone:
Fax:

Project & Location:

205 S Willow brook Ave, Compton, CA 90220
205 S Willow brook Ave, Compton, CA 90220
205 S Willow brook Ave, Compton, CA 90220
Compton CA 90220

Product	Plant	Product Description	Qty	Unit	Truck Type	Material Price	Freight Price	Freight Unit	Tax 10.25%	Price W/ Tax
300120	Inglewood	COLD MIX	100	Ton		$86.00			$8.82	$94.82
300214	Inglewood	Cold Mix with trucking.	100	Ton	Ten Wheeler	$86.00	$10.00	Ton	$8.82	$104.82

Signed quotes are required on all projects, quote is valid for the Specified quote period.
This quote is limited to acceptance within 30 days from the date of this quotation after which time quotation is subject to review/revision.
A $10.00 plus tax per load environmental fee will apply to all material purchases.
When trucking is offered by Blue Diamond Materials or United Rock Products any increases in delivery charges will be paid by purchaser.
Trucking is subject to availability; every diligent effort will be made to accommodate customer schedules. Seller will not be liable; no compensation will be paid for any delay in delivery of materials for any reason.
Customer is responsible for any standby charges assessed by the trucking company. Time will be charged after a 30-minute grace period at the applicable hourly rate.
Short load charges will apply to requested deliveries less than normal truck type payload.
Safe delivery access and any load permits will be the responsibility of purchaser. Seller will not be liable for projects delays due to access or permits.
Prices quoted are for shipments during normal daytime shifts, Monday Through Friday non holiday.
When placing a order utilizing DBE and or DVBE all suppliers it is the responsibility of the contractor placing the order to identify the all suppliers to be used on your project.
All cancellations must be received by Blue Diamond Materials or United Rock Products within a minimum of 48 hours prior to the scheduled plant production start time. The customers may be held responsible for a cancellation fee.
Seller reserves the right to reprice material after expiration date.

To schedule delivery please contact our central dispatch 800 300-4240 or 714-323-5436 for High Desert/Victor valley region please call 714-863-2352

Accepted: COMPTON CITY, STREET DEPT

Account Manager: Shon Esparza

Phone: 714-863-1953

Email: Shon.Esparza@Sully-Miller.com
You may also email centraldispatch@sully-miller.com.

By: _____

Date: _____

Quote #2

ALL AMERICAN ASPHALT
ALL AMERICAN AGGREGATES

ENGINEERING – CONTRACTORS – ASPHALT PAVING
P.O. BOX 2229, CORONA, CA 92878-2229
STATE CONTRACTORS LICENSE #267073-A DIR #1000001051

Material Quote

CITY OF COMPTON 484
205 SO. WILLOWBROOK

COMPTON CA 90220

Date: 10/16/2023
Quote: 7116411
Quoted To: DEBBIE
Quoted By: ROMDALL, ERIC

Thank you for the opportunity to quote the following material prices to the referenced location:

458 S ALAMEDA ST E
CITY PUBLIC WORKS YARD

COMPTON

Product No.	Product Description	QTY		Price
5665	FUEL SURCHARGE		TN	1.63
100610	COLD MIX SC-800	100	TN	120.83

General Conditions:

Price(s) expire(s) on '1/31/2024'
Purchase of material is based on availability only. No guarantee of supply or service is implied.
Asphalt material is quoted on end dumps.
Aggregate material is quoted on bottom dump trucking unless noted. Add $.58 per ton for end dumps.
Prices exclude nighttime, weekend or holiday delivery unless noted.
Quoted Prices are valid with written Purchase Order by customer within 30 days of date quoted.
After 30 days, if no purchase order has beeen issued by customer,
Quotation is subject to review and revision.
Minimum Haul Rate Applies. Environmental fee is $10.00 per load
A 15% fuel surcharge fee will be added to the haul rate.

Quote #3

The R.J. NOBLE Company
16505 East Lincoln Ave, Orange, CA 92865
(714) 637-1560 Fax (714) 637-6321

Material Sales Quotation

Helping Build a Better California for Over 70 Years!

Quote Number: RC5018	Quote Date: 10/17/23	Expiration Date: 12/31/23

Account: 224 Plant Sale DEBBIE BUCKNER	Contact: COMPTON CITY Phone: Fax: Cust PO: Cust Job: RC5018

Shipping Address

458 S Alameda Street
COMPTON CA 90221

RJ Noble Sales Representative

Rocco Costello
714-357-6692 EXT350
RoccoCostello@rjnoblecompany.com

Location	Material	UM	Quantity	Price Per Ton	Material Total
Orange Plant	Cold Mix	TON	100.23	110.50	11,075.42

RJ NOBLE SPECIAL CONDITIONS- HOURLY TRUCKING PRICE

1) MATERIAL AND TRUCKING SUBJECT TO AVAILABILITY
2) QUOTE PRICE IS BASED UPON MATERIAL AND TAX ONLY.
3) PRICE IS GOOD THROUGH QUOTED EXPIRATION DATE ON THE CONDITION A SIGNED QUOTE IS RECEIVED WITHIN 15 DAYS OF QUOTED/BID DATE.
4) ENVIRONMENTAL FEE IS $10.00 PER LOAD.

HOURLY TRUCKING TERMS
5) CUSTOMER WILL BE CHARGED$125/HR ON STANDARD DELIVERY HOURS MON-FRI
6) A MINIMUM 6HR/TRUCK WILL BE CHARGED FOR MATERIAL UNDER 500 TONS/DAY.
7) A MINIMUM OF 8HR/TRUCK WILL BE CHARGED FOR MATERIAL OVER 500 TONS/DAY
8) CUSTOMER WILL BE CHARGED 12% EXTRA ON TRUCKING FOR A SAT AND 30% EXTRA ON A SUNDAY, MIN HOURLY RATES STILL APPLY
9) TRUCKING WILL BE BILLED SEPARATELY.
10) TRUCKING HOURLY RATE AND MINIMUM CHARGE IS SUBJECT TO CHANGE AT ANY TIME.

Payment Terms:
Payments shall be made within 30 days from the invoice date. If purchaser fails to make payment on or before the Due Date on the invoice, R.J. Noble will, without prejudice to any other rights or titles, be entitled to add an interest charge at the rate of 1.5% per month until such time as full payment plus interest charged is received by the purchaser. R.J. Noble will charge NSF fees of $30.00 for every check returned. Fees are subject to change at any time.

Accepted By

	Print Name	Signature	Date
Customer:			
R.J. Noble:	Rocco Costello		

Thank you for choosing R.J. Noble. We appreciate your business!

June 25, 2024

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

FROM: **GENERAL SERVICES DEPARTMENT**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE GENERAL SERVICES DEPARTMENT 2023-24 FISCAL YEAR BUDGET, APPROPRIATING FUNDS FROM MEASURE P FUND BALANCE AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A 3-YEAR AGREEMENT WITH JOHNSON CONTROLS, INC. AND ISSUE A PURCHASE ORDER FOR PREVENTATIVE MAINTENANCE SERVICES OF THE HEATING AND COOLING SYSTEM AT COMPTON CITY HALL ($252,405.00)**

SUMMARY

Staff is requesting City Council adoption of this resolution to make an amendment to the General Services Department's Fiscal Year 2023-2024 Budget appropriating funds from Measure P fund balance and authorize the City Manager to enter into a 3-year agreement and establish a purchase order to Johnson Controls, Inc. (JCI) in the amount of Two Hundred Fifty-Two Thousand Four Hundred Five Dollars and Zero Cents ($252,405.00) for the preventative maintenance services of the heating and cooling system located at Compton City Hall.

BACKGROUND

On February 16, 2005, the City entered into a Memorandum of Understanding with Johnson Controls Incorporated (JCI) for a preliminary energy assessment. On September 20, 2005, the City entered into a Project Development Agreement with JCI to identify specific modifications to City facilities that could more efficiently provide services and utilize energy. JCI completed the assessment and developed a Citywide Energy Retrofit/Revenue Enhancement Program in accordance with California Government Code Section 4217. The Citywide Energy Retrofit I Revenue Enhancement program included:

- Building/Facility Lighting improvements
- City Hall Ceiling Tiles
- City-Owned Street Lighting Improvements
- City Hall Chiller Plant Retrofit
- City Hall Comfort Control System Improvements
- Leak Detection Study
- Water Rate Analysis
- Street Lighting Study

The study also included recommendations for the comfort control system at City Hall. On September 28, 2006, the City entered into a 15-year service agreement with JCI to enhance energy efficiency city-wide. The service agreement included the installation and maintenance of the air conditioning and heating equipment located at City Hall. The 15-year service agreement expired in 2022.

On April 18, 2023, the Mayor and City Council authorized the City Manager to enter into a one-year preventative service agreement with Johnson Controls, Inc., which expired on March 1, 2024. The City requires a planned service agreement to maintain its heating and cooling system equipment.

STATEMENT OF THE ISSUE

On April 02, 2024, JCI provided a Planned Service Agreement (PSA) Proposal offering the City a 3-year service agreement starting May 1, 2024, and ending April 30, 2027. With the proposed PSA, the City would achieve energy savings, reduce future repair costs, extend asset life, and ensure a comfortable work environment. As the manufacturer of both the mechanical and control systems, JCI has the expertise and resources to provide proper maintenance and repair services for Compton City Hall's air conditioning and heating system.

The control system (Metasys system) is a trademarked system, and Johnson Controls is the sole proprietor. This system allows our facilities staff to control the chillers, boilers, air handlers, and variable air volume (VAV) boxes at Compton City Hall. It allows them to see in real-time the temperature of an area, if the equipment is working properly, and remotely make adjustments to the equipment.

Staff plans to research alternative vendors next fiscal year; however, any other contractor must subcontract to Johnson Controls with the current system, which would significantly increase the cost.

Staff is requesting approval to accept the proposal from JCI to service the air conditioning and heating equipment located at Compton City Hall for a Three-Year term for a total amount of **Two Hundred Fifty-Two Thousand Four Hundred Five Dollars and Zero Cents ($252,405.00).**

	Fiscal Year	Total Annual Amount
First Year	FY2023-2024	$79,284.00
Second Year	FY2024-2025	$84,039.00
Third Year	FY2025-2026	$89,082.00

It is necessary to amend the 2023-2024 Fiscal Year Budget to increase the General Services Account 1004-600-000-4266 for Contract Services and authorize the City

Manager to enter into an agreement and issue a purchase order to JCI for the planned service agreement for the maintenance of its heating and cooling systems equipment.

ALTERNATIVE

None are proposed at this time.

FISCAL IMPACT

Funding is available in the Measure P fund balance and upon approval of this resolution City Council will authorize the General Services Department to amend the budget and appropriation as follows:

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

NEBRASKA JONES
DIRECTOR OF GENERAL SERVICES

APPROVED FOR FORWARDING

WILLIE A. HOPKINS, JR.
CITY MANAGER

Attachment: Proposed Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE GENERAL SERVICES DEPARTMENT 2023-24 FISCAL YEAR BUDGET, APPROPRIATING FUNDS FROM MEASURE P FUND BALANCE AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A 3-YEAR AGREEMENT WITH JOHNSON CONTROLS, INC. AND ISSUE A PURCHASE ORDER FOR PREVENTATIVE MAINTENANCE SERVICES OF THE HEATING AND COOLING SYSTEM AT COMPTON CITY HALL ($252,405.00)

WHEREAS, on February 16, 2005, the City entered into a Memorandum of Understanding with Johnson Controls Incorporated (JCI) for a preliminary energy assessment; and

WHEREAS, on September 20, 2005, the City entered into a Project Development Agreement with JCI to identify specific modifications to City facilities that could more efficiently provide services and utilize energy; and

WHEREAS, JCI completed the assessment and development of a Citywide Energy Retrofit and Revenue Enhancement program, which included recommendations for street lights, and building facilities; and

WHEREAS, on September 28, 2006, the City entered into a 15-year service agreement with JCI to enhance energy efficiency city-wide; and

WHEREAS, the service agreement included the installation of the air conditioning and heating equipment located at City Hall; and

WHEREAS, the 15-year service agreement expired in 2022, and the City Council authorized a 1-year services agreement on April 18, 2023; and

WHEREAS, the 1-year service agreement has expired and the City is in need of a planned service agreement for the preventative maintenance of its heating and cooling systems; and

WHEREAS, the control system is trademarked by JCI, and obtaining alternative vendors for the preventative maintenance would increase the cost significantly since JCI is the sole proprietor of the Metasys control system; and

WHEREAS, staff is requesting approval to accept the proposal from JCI for preventative maintenance of the air conditioning and heating equipment located at Compton City Hall for a Three-Year term in the amount of Two Hundred Fifty-Two Thousand Four Hundred Five Dollars and Zero Cents ($252,405.00); and

Contract Year	Fiscal Year	Total Annual Amount
First Year	FY2023-2024	$79,284.00
Second Year	FY2024-2025	$84,039.00
Third Year	FY2025-2026	$89,082.00

WHEREAS, it is necessary to amend the 2023-2024 Fiscal Year Budget to increase the General Services Other Contract Services Account 1004-600-000-4266 and authorize the City Manager to enter into an agreement and issue a purchase order to JCI for the planned service agreement for the maintenance of its heating and cooling systems equipment.

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

SECTION 1. That the City Manager, on the advice and approval of the City Attorney is hereby authorized to enter into a Three-Year planned service agreement (i.e. May 1, 2024, through April 30, 2027) with Johnson Controls Incorporation to provide preventative maintenance of the air conditioning and heating equipment located at Compton City Hall.

SECTION 2. That the General Services Department's Fiscal Year 2023-2024 budget will be amended as follows:

FROM: MEASURE P FUND BALANCE

TO:	**ACCOUNT NO.**	**DESCRIPTION**	**AMOUNT**
	1004-600-000-4266	**Contract Services**	**$79,284.00**

SECTION 3. That funds in the amount of Seventy-Nine Thousand Two Hundred Eight Four Dollars and Zero Cents ($79,284.00) will be available in the General Services Department 2023-2024 Fiscal Year budget in Account No. 1004-600-000-4266 first year of the agreement (i.e. May 1, 2024, through April 30, 2025) and remaining terms will be allocated in future city budgets.

SECTION 4. That a purchase orders in the amount not to exceed Two Hundred Fifty-Two Thousand Four Hundred Five Dollars and Zero Cents ($252,405.00) authorized to be issued for Johnson Controls Incorporation for preventative maintenance services of the air conditioning and heating equipment located at City Hall for the three-year of the agreement (i.e. May 1, 2024, through April 30, 2027) from Account No. 1004-600-000-4266.

SECTION 5. That authorization for future purchase orders is granted in the amount not to exceed the City Manager's Twenty-Five Thousand Dollar ($25,000.00) authority for each fiscal year for the purchase of refrigerant as needed to maintain the cooling system and will be available in the General Services Department Fiscal Year budget in Account No. 1004-600-000-4236.

SECTION 6. That a copy of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney and General Services.

SECTION 7. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this _____ day of _____, 2024.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

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

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

Customer
CITY OF COMPTON 03737046

Local Johnson Controls Office
5770 WARLAND DR STE A
CYPRESS, CA 90630-5047

Agreement Start Date:
05/01/2024

Proposal Date
04/02/2024

Estimate No:
1-1OD19DJ3



Partnering with you to deliver value-driven solutions

Every day, we transform the environments where people live, work, learn and play. From optimizing building performance to improving safety and enhancing comfort, we are here to power your mission.

A Planned Service Agreement with Johnson Controls provides you with a customized service strategy designed around the needs of your facility. Our approach features a combination of scheduled, predictive and preventative maintenance services that focus on your goals.

As your building technology services partner, Johnson Controls delivers an unmatched service experience delivered by factory-trained, highly skilled technicians who optimize operations of the buildings we work with, creating productive and safe environments for the people within.

By integrating our service expertise with innovative processes and technologies, our value-driven planned service solutions deliver sustainable results, minimize equipment downtime and maximize occupant comfort.

With more than a century of healthy buildings expertise, Johnson Controls leverages technologies to successfully deliver smart solutions to facilities worldwide.

FROST & SULLIVAN

2020 Award | North American Company of the Year for Innovation in Smart Connected Chillers

Johnson Controls was recognized by Frost & Sullivan as the 2020 North American Company of the Year for innovation in the Smart connected Chillers market

Executive summary

Planned service proposal for CITY OF COMPTON 03737046

Dear Mr. Jones,

We value and appreciate your interest in Johnson Controls as a service provider for your building systems and are pleased to provide a value-driven maintenance solution for your facility. The enclosed proposal outlines the Planned Service Agreement we have developed on your facility.

Details are included in the Planned Service Agreement summary (Schedule A), but highlights are as follows:

- In this proposal we are offering a service agreement for 3 Years starting 05/01/2024 and ending 04/30/2027.
- The agreement price for first year is $79,284.00; see Schedule A, Supplemental Price and Payment Terms, for pricing in subsequent years.
- The equipment options and number of visits being provided for each piece of equipment are described in Schedule A, Equipment list.

As a manufacturer of both mechanical and controls systems, Johnson Controls has the expertise and resources to provide proper maintenance and repair services for your facility.

Again, thank you for your interest in Johnson Controls and we look forward to becoming your building technology services partner.

Please contact me if you have any questions.

Sincerely,

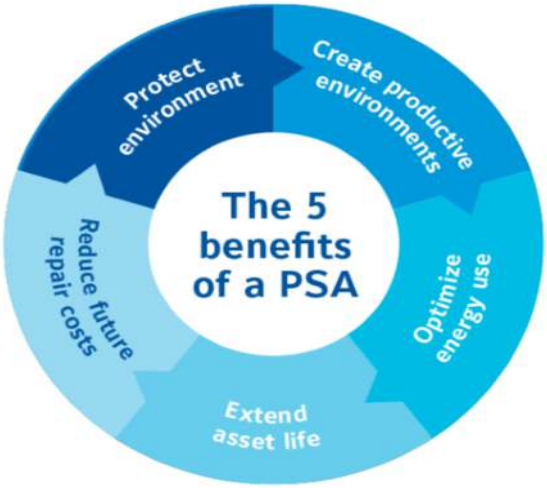
Steven Madrigal
Service Manager
(866) 819-0230

The power behind **your mission**

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Benefits of planned service

A Planned Service Agreement with Johnson Controls will allow you to optimize your building's facility performance, providing dependability, sustainability and energy efficiency. You'll get a value-driven solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.



With this Planned Service Agreement, Johnson Controls can help you achieve the following five objectives:

1. **Identify energy savings Opportunities**
   Since HVAC equipment accounts for a major portion of a building's energy usage, keeping your system performing at optimum levels may lead to a significant reduction in energy costs.
2. **Reduce future repair costs**
   Routine maintenance may maximize the life of your equipment and may reduce equipment breakdowns.
3. **Extend asset life**
   Through proactive, factory-recommended maintenance, the life of your HVAC assets may be extended, maximizing the return on your investment.
4. **Ensure productive environments**
   Whether creating a comfortable place where employees can be productive or controlling a space to meet specialized needs, maintenance can help you achieve an optimal environment for the work that is being accomplished
5. **Promote environmental health and safety**
   When proper indoor conditions and plant requirements are maintained, business outcomes may be improved by minimizing sick leave, reducing accidents, minimizing greenhouse gas emissions and managing refrigerant requirements.

All of the services we perform on your equipment are aligned with "The 5 Values of Planned Maintenance" and our technicians understand how the work they perform can help you accomplish your business objectives.

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Our partnership

Personalized account management

A Planned Service Agreement also provides you with the support of an entire team that knows your site and can closely work with you on budget planning and asset management. Your local Johnson Controls account management team can help guide planned replacement, energy retrofits and other building improvement projects. You'll have peace of mind that an entire team of skilled professionals will be looking out for what is best for your facility and budget.

A culture of safety

Johnson Controls technicians take safety seriously and personally, and integrate it into everything they do. All of our technicians participate in regular and thorough safety training. Because of their personal commitment, we are a leader in the HVAC service industry for workplace safety performance. This means that you do not have to worry about us when we are on your site.

Commitment to customer satisfaction

Throughout the term of your Planned Service Agreement, we will periodically survey you and use your feedback to continue to make improvements to our service processes and products. Our goal is to deliver the most consistent and complete service experience possible. To meet this goal, we've developed and implemented standards and procedures to ensure you receive the ultimate service experience – every time.

Energy & sustainability

A more sustainable world one building at a time – Johnson Controls is a company that started more than 125 years ago with a product that reduced energy use in buildings. We've been saving energy for customers ever since. Today, Johnson Controls is a global leader in creating smart environments where people live, work and play, helping to create a more comfortable, safe and sustainable world.

The value of integrity

Johnson Controls has a long, proud history of integrity. We do what we say we will do and stand behind our commitments. Our good reputation builds trust and loyalty. In recognition for our commitment to ethics across our global operations, we are honored to be named one of the World's Most Ethical Companies by Ethisphere Institute, a leading think tank dedicated to business ethics and corporate social responsibility. In addition, Corporate Responsibility Magazine recognizes Johnson Controls as one of the top companies in its annual "100 Best Corporate Citizens" list.

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Service delivery

As part of the delivery of this Planned Service Agreement, Johnson Controls will dedicate a local customer service agent responsible for having a clear understanding of the agreement scope, and your facility procedures and protocols.

A high-level overview around our service delivery process is outlined below including scheduling, emergency service, on-site paperwork, communication and performing repairs outside of the agreement scope.

Scheduling

Preventative maintenance service will be scheduled using our automated service management system. In advance of the scheduled service visit, our technician is sent a notice of service to a smartphone. Once the technician acknowledges the request, your customer service agent will call or e-mail your on-site contact to let you know the start date and type of service scheduled.

The technician checks in, wears personal protective equipment, performs the task(s) as assigned, checks out with you and asks for a screen capture signature on the smartphone device. A work order is then e-mailed, faxed or printed for your records.

Emergency services

Emergency service can be provided 7 days a week, 24 hours a day, 365 days a year. During normal business hours, emergency service will be coordinated by the customer service agent. After hours, weekends and holidays, the emergency service number transfers to the Johnson Controls after-hours call center and on-call technicians are dispatched as needed.

Johnson Controls is committed to dispatching a technician within hours of receiving your call through the service line. A work order is e-mailed, faxed or printed for your records. Depending on the terms of your agreement, you may incur charges for after hour services.

Communication

A detailed communication plan will be provided to you so you know how often we will provide information to you regarding your Planned Service Agreement. The communication plan will also provide you with your main contacts at Johnson Controls.

Approval process for non-covered items

Johnson Controls will adhere to your procurement process. No work will be performed outside of the agreement scope without prior approval. Johnson Controls will work with you closely to ensure your procurement process is followed before any non-covered item work is started.

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Summary of services and options

Comprehensive and operational inspections

During comprehensive and operational inspections, Johnson Controls will perform routine checks of the equipment for common issues caused by normal wear and tear on the equipment. Additional tests can be run to confirm the equipment's performance.

Routine maintenance, such as lubrication, cleaning and tightening connections, can be performed depending on the type of equipment being serviced. Routine maintenance is one of the keys to the five values of maintenance – it can help identify energy saving opportunities, reduce future repair costs, extend asset life, ensure productive environments, and promote health and safety.

Chiller Tube Brushing

Dirt, minerals (scale), and/or biological elements (algae) on chiller tubes prevent the efficient transfer of heat from the chilled water to the cool refrigerant. This requires operation of the chiller unit at lower evaporator (chiller) temperatures to accomplish the same level or capacity of cooling to satisfy building load. Johnson Controls technicians will brush the tubes to improve heat transfer and system efficiency. When required, they will make recommendations for hard mineral (scale) removal. This service does not include chemical treatment required to control or eliminate biohazards such as Legionella unless chemical water treatment services have been added as a separate option.

Combustion Analysis

Combustion analysis and subsequent adjustments are critical to efficient boiler operation. Boiler fuel, whether natural gas or oil, must burn in the proper combination of fuel and air (oxygen). Poor combustion can create soot deposits on the tubes, impairing heat transfer. Incomplete combustion can also lead to the potential formation of CO (carbon monoxide); an odorless gas that can harm occupants in the mechanical room and/or building. Johnson Controls technicians will analyze the flue gas to determine if optimal fuel/air ratios are present.

Connected Services

Connected Services provides your local technician a 24/7 line of sight into your chiller via smartphone, PC or tablet. Using YORK® and Metasys® technology, we securely connect your chiller to our Remote Operations Center, which monitors critical alarms and alerts your local branch if there's an issue. Trend data is safely stored and securely accessed by your local technician to analyze tough issues or deteriorating conditions. This enhancement gives your local Johnson Controls service team access to the information they need to diagnose problems and provide you with information about the health of your chiller.

Filter Replacement

Clean air filters help maintain proper airflow throughout your building. Decreased airflow can impair the performance of the cooling coil and may lead to occupant discomfort and inefficient operation of the HVAC system. Johnson Controls will replace the filters on a regular basis to maintain airflow and maximize air quality.

Pump Alignment

Johnson Controls technicians collect alignment and balancing data at various measurement points to assess the presence of imbalance or misalignment. Any issues with pump alignment are corrected using laser alignment tools.

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Tower/Basin Cleaning

During operation, a cooling tower becomes a natural repository for wind-blown debris. This debris has a tendency to collect in the tower's sump/basin. Johnson Controls technicians will clean the tower and basin to prevent blockage and potential damage to critical system components. This service does not include chemical treatment required to control or eliminate biohazards such as Legionella unless chemical water treatment services have been added as a separate option.

Vibration Analysis - Chiller

Johnson Controls maintains the world's largest database of vibration signatures based on more than 50,000 chiller analyses. Data from your chiller is collected by Johnson Controls personnel and uploaded to our predictive diagnostics team for analysis. It is then compared with vibration standards which have been statistically derived from 20 years of compiled data using patented formulas. This allows you to identify and correct potential issues before they cause unscheduled downtime.

Vibration Analysis – Fan & Pump

Johnson Controls technicians will collect vibration data at various measurement points on the machine. This data is used to assess the condition of bearings, sheaves, belts and rotors. It also detects the presences of imbalance or misalignment. Repairs are followed up with another vibration analysis to ensure root problems have been identified and resolved.

Customer Portal / Service Information Access

The Johnson Controls customer portal is the online gateway to easily access various elements of your service information. This real-time, self-service mechanism is just one more way for you to stay in touch with our service within your facilities. Using the internet, you can view service call history by location, monitor agreements, as well as view asset and invoice information.

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Summary

Thank you for considering Johnson Controls as your building technology services partner. The following agreement document includes all the details surrounding your Planned Service Agreement.

With planned service from Johnson Controls, you'll get a value-driven solution that can help optimize your building controls and equipment performance, providing dependability, sustainability and energy efficiency. You'll get a solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

The power behind **your mission**

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Planned Service Agreement

Customer Name :	CITY OF COMPTON 03737046
Address:	205 S WILLOWBROOK AVE COMPTON,CA 90220-3134
Proposal Date:	04/02/2024
Estimate #:	1-1OD19DJ3

Scope of Service

Johnson Controls, Inc. ("JCI") and the Customer (collectively the "Parties") agree Preventative Maintenance Services, as defined in Schedule A ("Services"), will be provided by JCI at the Customer's facility. This Planned Service Agreement, the Equipment List, Supplemental Price and Payment Terms, Terms and Conditions, and Schedules attached hereto and incorporated by this reference as if set forth fully herein (collectively the "Agreement"), cover the rights and obligations of both the Customer and JCI.

Extended Service Options for Premium Coverage

If Premium Coverage is selected, on-site repair services to the equipment will be provided as specified in this Agreement for the equipment listed in the attached Equipment List.

Equipment List

Only the equipment listed in the Equipment List will be covered as part of this Agreement. Any changes to the Equipment List must be agreed upon in writing by both Parties.

Term / Automatic Renewal

This Agreement takes effect on 05/01/2024 and will continue until 04/30/2027 ("Original Term"). The Agreement will automatically renew and extend for successive terms equal to the Original Term unless the Customer or JCI gives the other written notice it does not want to renew prior to the end of the then-current term (each a "Renewal Term"). The notice must be delivered at least (90) days prior to the end of the Original Term or of any Renewal Term. The Original Term and any Renewal Term may be referred to herein as the "Term". Renewal price adjustments are discussed in the Terms and Conditions.

Refrigerant Charges

Refrigerant is not included under this Agreement and will be billed separately to the Customer by JCI.

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Price and Payment Terms

The total Contract Price for JCI's Services during the first year of the Original Term is $79,284.00. This amount will be paid to JCI in advance in Annual installments. Pricing for each subsequent year of a multiyear Original Term is set forth in the Supplemental Price and Payment Terms. Unless otherwise agreed to by the parties, All payments will be due upon receipt. Renewal price adjustments are set forth in the Terms and Conditions.

Invoices will be sent to the following location:

CITY OF COMPTON
GENERAL SERVICES
205 W WILLOWBROOK AVE
COMPTON,CA 90221

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

PO is required to facilitate billing:

[] No: This signed contract satisfies requirement

[] YES: Please reference this PO number :

AR Invoices are accepted via e-mail:

[] YES: E-mail address to be used :

[] No: Please submit invoices via mail

[] No: Please submit via :

This proposal is valid for thirty days from the proposal date.

JOHNSON CONTROLS Inc.

JCI Manager:	**Customer Manager:**
JCI Manager Signature:	**Customer Manager Signature:**
Title: **Date:**	**Title:** **Date:**

JCI Branch: JOHNSON CONTROLS LOS ANGELES CA CB - 0N0G
Address: 5770 WARLAND DR STE A
CYPRESS,CA 90630-5047
Branch Phone: (866) 819-0230
Branch Email:

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Schedule A - Equipment List

CITY OF COMPTON 03737046	205 S WILLOWBROOK AVE COMPTON, CA 90220-3134

Product: VAV Box, All Types

Quantity: 39
Coverage Level: Basic

Services Provided
1 Operational

Customer Tag	Manufacturer	Model #	Serial #
1-1-13			
2-B-1			
VAV / 10			
VAV / 11			
VAV / 12			
VAV / 13			
VAV / 14			
VAV / 15			
VAV / 16			
VAV / 17			
VAV / 18			
VAV / 19			
VAV / 20			
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VAV / 31			
VAV / 32			
VAV / 33			
VAV / 34			
VAV / 35			
VAV / 36			
VAV / 37			
VAV / 38			
VAV / 39			
VAV / 4			
VAV / 5			
VAV / 6			
VAV / 7			
VAV / 8			
VAV / 9			

Product: Air Handling Unit (AHU), Variable Frequency Drive (VFD), 40-60 HP

Quantity: 3
Coverage Level: Basic

Services Provided
3 Operational
1 Comprehensive

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Customer Tag	Manufacturer	Model #	Serial #
AH-1 VFD	ABB	IPU21	2163201253
AHU-2 VFD	Danfoss	Mat#: 175Z7370	779518H321
AHU-3 VFD	Danfoss	Mat#: 175Z7370	803518H321

Enhanced Tier

Product: Air Handling Unit (AHU), Make-Up Air Unit (MAU), <15 HP

Quantity: 3
Coverage Level: Basic

Services Provided

3	Operational
1	Comprehensive
4	Standard Filter Change
4	Premium Pleated Filter Change
1	Blower Assembly Vibration Analysis
1	Belt Change

Customer Tag	Manufacturer	Model #	Serial #
AHU #1	Pace	A-40AF	74-24463-02
AHU #2	Pace	A-40AF	74-24463-01
AHU #3	Pace	A-22AF	74-24463-03

Enhanced Tier

Product: Boiler, Gas-Fired, Fire Tube, 301-600 HP

Quantity: 1
Coverage Level: Basic

Services Provided

3	Operational
1	Combustion Analysis
1	Comprehensive

Customer Tag	Manufacturer	Model #	Serial #
Boiler-1	HARSCO/PK	76050	CL-52-01-22968

Product: Pump, Chilled Water, 0-10 HP

Quantity: 2
Coverage Level: Basic

Services Provided

3	Operational
1	Check Alignment (with Laser)
1	Vibration Analysis
1	Comprehensive

Customer Tag	Manufacturer	Model #	Serial #
CHILLED WATER PUMP 1	Bell & Gossett	Field update needed	C027861-01 J60
CHILLED WATER PUMP 2	Bell & Gossett	Field update need	CO27861-02 J60

Product: Air Compressor/Dryer, Air Compressor, Commercial, 5-20 HP

Quantity: 1
Coverage Level: Basic

Services Provided

3	Operational
1	Comprehensive
1	Belt Change

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Customer Tag	Manufacturer	Model #	Serial #
COMPRESSOR DRYER	SPX Cooling Technologies	HPR5-10-115	H510A1150801349

Product: Pump, Condenser, 11-50 HP

Quantity: 1
Coverage Level: Basic

Services Provided

3	Operational
1	Vibration Analysis
1	Comprehensive
1	Check Alignment (with Laser)

Customer Tag	Manufacturer	Model #	Serial #
CONDENSER WATER PUMP	Write-In	Field update needed	Condenser water pump field update needed

Product: Pump, Variable Frequency Drive (VFD), 15-30 HP

Quantity: 1
Coverage Level: Basic

Services Provided

3	Operational
1	Comprehensive

Customer Tag	Manufacturer	Model #	Serial #
COOLING TOWER VFD (PUMP)	ABB	Field update needed	2221500285

Product: Chiller, Water Cooled, Screw (Multiple Compressors), 241-300 Tons

Quantity: 2
Coverage Level: Basic
Anticipated Connected Date: 05/01/2024

Services Provided

1	Oil Sample and Analysis
1	Condenser Tube Brushing (removal and replacement of one head only)
1	Comprehensive (Connected)
1	Connected Service Technology and Support (Required for Connected Services)
1	Vibration Analysis
3	Operational (Connected)

Customer Tag	Manufacturer	Model #	Serial #
Chiller 1	JCI_YORK	YCWS0140SC46ZAA / R22	RLRM016490
YCWS, CH-2	JCI_YORK	YCWS0140SC46ZAA / R22	RLRM016489

Enhanced Tier

Product: Cooling Tower, Gravity Distribution, <300 Tons

Quantity: 1
Coverage Level: Basic

Services Provided

3	Operational
1	Tower Cleaning
1	Condenser Pump Strainer

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	Cleaning
1	Comprehensive
1	Belt Change
1	Vibration Analysis (Fan)

Customer Tag	Manufacturer	Model #	Serial #
Cooling Tower	BAC	VT1-N220/NM	U066040901

Enhanced Tier

Product: Condensing Unit, Air Cooled, Scroll, 10-40 Tons

Quantity: 1
Coverage Level: Basic

Services Provided

3	Operational
1	Comprehensive
1	Condenser Coil Cleaning

Customer Tag	Manufacturer	Model #	Serial #
DO NOT USE Condensing Units	JCI_YORK	876	876

Enhanced Tier

Product: Connected Services Internet Connectivity

Quantity: 1
Coverage Level: Basic
Anticipated Connected Date: 05/01/2024

Services Provided

1	Cellular Data Service - US

Customer Tag	Manufacturer	Model #	Serial #
DON NOT USE	JCI_YORK	111	111

Enhanced Tier

Product: Fan, Exhaust Fan, Ceiling Mounted, 0 - 5HP

Quantity: 2
Coverage Level: Basic

Services Provided

3	Operational
1	Vibration Analysis-Fan
1	Comprehensive
1	Belt Change

Customer Tag	Manufacturer	Model #	Serial #
Exhaust Fan Exhaust Fan / 1			

Product: Pump, Hot Water, 0-10 HP

Quantity: 1
Coverage Level: Basic

Services Provided

3	Operational
1	Check Alignment (with Laser)
1	Vibration Analysis
1	Comprehensive

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Customer Tag	Manufacturer	Model #	Serial #
HOT WATER PUMP	Write-In	US ELECTRIAL MOTORS	Hot water pump field update needed

Product: Cooling Tower, Variable Frequency Drive (VFD), >60 HP

Quantity: 2
Coverage Level: Basic

Services Provided

3	Operational
1	Comprehensive

Customer Tag	Manufacturer	Model #	Serial #
NOT ON CONTRACT CT VFD Fan	Write-In	CT VFD FAN	CT VFD FAN FIELD UPDATE NEEDED

Product: Pump, Process, 0-10 HP

Quantity: 1
Coverage Level: Basic

Services Provided

3	Operational
1	Comprehensive
1	Vibration Analysis

Customer Tag	Manufacturer	Model #	Serial #
Sand Filter Pump	Baltimore Aircoil	IWF180SAS	89200403

Product: Block Hours - Tradesman

Quantity: 1
Coverage Level: Basic

Services Provided

1	Preventive Maintenance

Customer Tag	Manufacturer	Model #	Serial #
Water Treatment			QUARTERLY WATER TREATMENT SUB PO

Product: Block Hours - Controls

Quantity: 1
Coverage Level: Basic

Services Provided

4	Preventive Maintenance

Customer Tag	Manufacturer	Model #	Serial #
		METASYS	METASYSSITE013455A

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Product: Contractor - Water Treatment

Quantity: 1
Coverage Level: Basic

Services Provided

1 Contractor - Water Treatment

Customer Tag	Manufacturer	Model #	Serial #

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Equipment tasking

Air Compressor/Dryer, Air Compressor, Commercial, 5-20 HP

Belt Change	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Perform belt change procedures Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
Comprehensive	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Drain condensate from tank and check traps Check safety relief valve Check condition of pulley and belts (if applicable) Inspect air filters and wash or replace as needed Replace oil in compressor and check for proper level Lubricate motor bearings (per manufacturer's recommendations) Check PE switch and starter Check pressure reducing station for proper operation Inspect pressure reducing station filters and clean or replace as required Check for proper operation of air drier Check air drier condenser coil Brush air dryer, condenser and cover grills as required Check for unusual noise and vibration Check overall condition of unit Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
Operational	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Drain condensate from tank and check traps Check safety relief valve Check condition of pulley and belts (if applicable) Inspect air filters Check for proper oil level in compressor Lubricate motor bearings (per manufacturer's recommendations) Check PE switch and starter Check pressure reducing station for proper operation Check for proper operation of air drier Check air drier condenser coil Brush air dryer, condenser and cover grills as required Check for unusual noise and vibration Check overall condition of unit Document tasks performed during visit and report any observations to appropriate customer representative

Air Handling Unit (AHU), Make-Up Air Unit (MAU), <15 HP

Belt Change	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Perform belt change procedures

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	Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
Blower Assembly Vibration Analysis	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Record equipment specific information for reference Install pads and labels (if applicable) Install sensors in proper location. Start equipment and run at normal operating conditions. Record readings and remove sensors. Submit readings for report generation and deliver to customer with recommendations. Document tasks performed during visit and report any observations to appropriate customer representative
Premium Pleated Filter Change	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Turn equipment off Remove dirty filters Install new filters Turn equipment on Dispose of dirty filter appropriately Document tasks performed during visit and report any observations to appropriate customer representative
Standard Filter Change	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Turn equipment off Remove dirty filters Install new filters Turn equipment on Dispose of dirty filter appropriately Document tasks performed during visit and report any observations to appropriate customer representative
Comprehensive	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Visually inspect damper(s) Check condition of pulleys and belts Check for proper fan operation Check condition of coils Check condition of filters Record temperatures and pressures (if applicable) Check for unusual noise and vibration Check for deterioration of gaskets and seals Check overall condition of unit Visually inspect for fluid leaks of coils and connecting piping Check starter/contactor Check and tighten electrical connections Check damper operation and lubricate as required Visually check control valve(s) Lubricate blower and motor bearings Clean condensate pan and clear drain line Check condition of blower assembly Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative

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Operational	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Inspect motor mounting isolators Check for integrity of cabinet hardware Visually inspect damper(s) Verify damper operation Check condition of pulleys and belts Check for proper fan operation Check condition of coils Check condition of filters Record temperatures and pressures (if applicable) Check condensate drain Visually inspect electrical connections Check for unusual noise and vibration Check overall condition of unit Visually inspect for fluid leaks of coils and connecting piping Document tasks performed during visit and report any observations to appropriate customer representative

Air Handling Unit (AHU), Variable Frequency Drive (VFD), 40-60 HP

Comprehensive	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Check and tighten electrical connections Check for heat damage Review event log (if applicable) Ramp drive up and down, and check for proper operation (if possible) Check condition of air filter and clean or replace as needed Verify proper operation of cooling fans and clean as needed Check for unusual noise or vibration Check overall condition of unit Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
Operational	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Check drive for proper operation Review event log (if applicable) Check for unusual noise and vibration Check overall condition of unit Document tasks performed during visit and report any observations to appropriate customer representative

Block Hours - Controls

Preventive Maintenance	Check with appropriate customer representative for operational deficiencies Perform scheduled block hour tasks Complete any required maintenance checklists, report observations to appropriate customer representative

Block Hours - Tradesman

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Preventive Maintenance	Check with appropriate customer representative for operational deficiencies Perform scheduled block hour tasks Complete any required maintenance checklists, report observations to appropriate customer representative

Boiler, Gas-Fired, Fire Tube, 301-600 HP

Combustion Analysis	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Perform combustion analysis procedures Document tasks performed during visit and report any observations to appropriate customer representative
Operational	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Blow down boiler Check for proper operation of low and high gas pressure cut-out switches Check factory supplied gas piping and components for leakage Check burner for proper sequence of operation Check flame quality Visually inspect combustion chamber, draft diverter and flue for accumulation of soot Check boiler relief valves for leakage Verify proper operation of low water cut-out control Check combustion blower motor operation Check hot water/steam temperature and pressure Check proper operation of make-up water valv Check overall condition of unit Document tasks performed during visit and report any observations to appropriate customer representative
Comprehensive	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Inspect burner contactors for wear Check and tighten electrical connections Check for proper gas supply pressure Check and clean pilot assembly Clean combustion fan wheel Visually inspect combustion chamber, draft diverter and flue for accumulation of soot - clean as needed Check burner for proper sequence of operation Check operating controls Check all safety controls Lift relief valve to ensure proper operation Check boiler relief valves for leakage Check combustion blower motor operation and lubricate as needed Check factory supplied gas piping and components for leakage Drain boiler, open hand hole covers and clean as needed (if applicable) Disassemble and clean low water cut-out Fill boiler and check for proper operation of make-up water valve Verify proper operation of low water cut-out control Check overall condition of unit Record and log all operating parameters (including pressures and temperatures) Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative

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Chiller, Water Cooled, Screw (Multiple Compressors), 241-300 Tons

Connected Service Technology and Support (Required for Connected Services)	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Utilizing the secure data connection, perform continuous analysis of critical equipment functions and generate on-demand health reports Provide 24x7 real-time access to equipment operating information and trend data, enabling our technicians to diagnose and anticipate problems Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
Vibration Analysis	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Record equipment specific information for reference Install pads and labels (if applicable) Install sensors in proper location. Start equipment and run at normal operating conditions. Record readings and remove sensors. Submit readings for report generation and deliver to customer with recommendations. Document tasks performed during visit and report any observations to appropriate customer representative
Comprehensive (Connected)	All work must be performed in accordance with Johnson Controls safety policies Prior to on-site visit, use Connected Services to review control panel for proper operation and recorded fault histories Prior to on-site visit, use Connected Services to verify oil heater operation Prior to on-site visit, use Connected Services to record and log all operating parameters Prior to on-site visit, generate and review appropriate chiller reports from the Connected Services dashboard Check with appropriate customer representative for operational deficiencies Update Connected Chiller Panel firmware to current version Conduct refrigerant leak check Check oil separator level Perform lock-out and tag-out procedure Inspect contactors for wear Meg compressor motors and record results Check and tighten electrical connections Perform preventative procedures to flow proving devices Check for unusual noise and vibration For YK, YMC2, YZ, YD, YVAA, YMAA, and YS - Review the Proactive Parts Replacement Tool for components that may be in need of or recommended for proactive replacement. Check overall condition of unit Record and log all operating parameters Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative Present and review Connected Services dashboard reports and Connected Services operating data with appropriate customer representative
Condenser Tube Brushing (removal and replacement of one head only)	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Isolate tubes Drain water from tubes

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	Remove head Mechanically brush tubes Replace gasket Replace head Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
Oil Sample and Analysis	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Remove sample in approved container Drop off for analysis Label and complete paperwork indicating present operating conditions Document tasks performed during visit and report any observations to appropriate customer representative
Operational (Connected)	All work must be performed in accordance with Johnson Controls safety policies Prior to on-site visit, use Connected Services to review control panel for proper operation and recorded fault histories Prior to on-site visit, use Connected Services to verify oil heater operation Prior to on-site visit, use Connected Services to record and log all operating parameters Prior to on-site visit, generate and review appropriate chiller reports from the Connected Services dashboard Check with appropriate customer representative for operational deficiencies Check for proper condenser and chilled water flow Check system pressures and temperatures Check refrigerant charge (sight glass) Check oil separator level Check for proper capacity control operation Check for proper oil temperature and pressure Check for visual signs of refrigerant/oil leak(s) Check for unusual noise and vibration For YK, YMC2, YZ, YD, YVAA, YMAA, and YS - Review the Proactive Parts Replacement Tool for components that may be in need of or recommended for proactive replacement. Check overall condition of unit Check for proper operation of oil return system Record and log all operating parameters Document tasks performed during visit and report any observations to appropriate customer representative Present and review Connected Services dashboard reports and Connected Services operating data with appropriate customer representative
	Condensing Unit, Air Cooled, Scroll, 10-40 Tons
Condenser Coil Cleaning	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Spray coil(s) with chemical solution Rinse coil(s) thoroughly with water Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
Operational	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Review control panel for proper operation and recorded fault histories

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	Check refrigerant charge (sight glass) Check for proper crank case heater operation (if applicable) Check for visual signs of refrigerant/oil leak(s) Check for proper condenser fan operation Check for unusual noise and vibration Check overall condition of unit Record and log all operating parameters Document tasks performed during visit and report any observations to appropriate customer representative
Comprehensive	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Review control panel for proper operation and recorded fault histories Check for visual signs of refrigerant/oil leak(s) Conduct refrigerant leak check Check for proper crank case heater operation (if applicable) Perform lock-out and tag-out procedure Inspect condenser fan and compressor contactors for wear Check and tighten electrical connections Check for unusual noise and vibration Check overall condition of unit Record and log all operating parameters Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
	Connected Services Internet Connectivity
Cellular Data Service - US	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Provide reliable and cost effective secure data connection between equipment and Remote Operations Center Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
	Cooling Tower, Gravity Distribution, <300 Tons
Belt Change	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Perform belt change procedures Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
Vibration Analysis (Fan)	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Record equipment specific information for reference Install pads and labels (if applicable) Install sensors in proper location. Start equipment and run at normal operating conditions. Record readings and remove sensors. Submit readings for report generation and deliver to customer with recommendations. Document tasks performed during visit and report any observations to

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	appropriate customer representative
Condenser Pump Strainer Cleaning	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Clean strainer Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
Comprehensive	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Check condition of sump and basin Check for proper operation of make up water controller and adjust as needed Disassemble and clean sump level sensor (if applicable) Check for proper condenser water temperature control (if applicable) Check operation of bypass valve (if applicable) Check condition of tower fill Check for blockage in water distributers Check fan mechanical drive system and lubricate per manufacturer's recommendation Check belt(s) (if applicable) Check and tighten electrical connections Check operation of basin heater (if applicable) Check tower sump screens Check for unusual noise and vibration Check overall condition of unit Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
Operational	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Check condition of sump and basin Check for proper operation of make up water controller Check for proper condenser water temperature control (if applicable) Check operation of bypass valve (if applicable) Check condition of tower fill Check for blockage in water distributers Check fan mechanical drive system Check belt(s) (if applicable) Check operation of basin heater (if applicable) Check for unusual noise and vibration Check overall condition of unit Document tasks performed during visit and report any observations to appropriate customer representative
Tower Cleaning	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Drain tower and basin Remove soot and debris Clean basin Fill tower and basin Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative

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Cooling Tower, Variable Frequency Drive (VFD), >60 HP

Comprehensive	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Check and tighten electrical connections Check for heat damage Review event log (if applicable) Ramp drive up and down, and check for proper operation (if possible) Check condition of air filter and clean or replace as needed Verify proper operation of cooling fans and clean as needed Check for unusual noise or vibration Check overall condition of unit Remove and dispose any debris from any maintenance activity Perform belt change procedures
Operational	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Check drive for proper operation Review event log (if applicable) Check for unusual noise and vibration Check overall condition of unit Perform belt change procedures

Fan, Exhaust Fan, Ceiling Mounted, 0 - 5HP

Belt Change	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Perform belt change procedures Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
Comprehensive	Check with appropriate customer representative for operational deficiencies Check rain guard Check and tighten electrical connections Clean area around equipment Inspect starter Lubricate as required Motor operating amps Check bearing wear Check belt guard Check belt(s) (if applicable) Check drive condition Check electrical contacts Check fan blades Check for proper rotation Complete any required maintenance checklists, report observations to appropriate customer representative
Operational	Check with appropriate customer representative for operational deficiencies Check rain guard Check and tighten electrical connections Clean area around equipment Inspect starter Lubricate as required Motor operating amps Check belt guard

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	Check belt(s) (if applicable) Check drive condition Check electrical contacts Check fan blades Check for proper rotation Complete any required maintenance checklists, report observations to appropriate customer representative
Vibration Analysis-Fan	Check with appropriate customer representative for operational deficiencies Record equipment specific information for reference Install pads and labels (if applicable) Install sensors in proper location. Start equipment and run at normal operating conditions. Record readings and remove sensors. Submit readings for report generation and deliver to customer with recommendations. Complete any required maintenance checklists, report observations to appropriate customer representative

Pump, Chilled Water, 0-10 HP

Check Alignment (with Laser)	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Perform laser alignment procedures Document tasks performed during visit and report any observations to appropriate customer representative
Vibration Analysis	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Record equipment specific information for reference Install pads and labels (if applicable) Install sensors in proper location. Start equipment and run at normal operating conditions. Record readings and remove sensors. Submit readings for report generation and deliver to customer with recommendations. Document tasks performed during visit and report any observations to appropriate customer representative
Comprehensive	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Check for leaks Check coupling Lubricate pump and motor bearing(s) per manufacturer's recommendation Record and log all operating parameters Check for unusual noise and vibration Check overall condition of unit Document tasks performed during visit and report any observations to appropriate customer representative
Operational	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Check for leaks Check pressures Visually inspect coupling Check for unusual noise and vibration

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	Check overall condition of unit Document tasks performed during visit and report any observations to appropriate customer representative

Pump, Condenser, 11-50 HP

Check Alignment (with Laser)	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Perform laser alignment procedures Document tasks performed during visit and report any observations to appropriate customer representative
Vibration Analysis	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Record equipment specific information for reference Install pads and labels (if applicable) Install sensors in proper location. Start equipment and run at normal operating conditions. Record readings and remove sensors. Submit readings for report generation and deliver to customer with recommendations. Document tasks performed during visit and report any observations to appropriate customer representative
Comprehensive	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Check for leaks Check coupling Lubricate pump and motor bearing(s) per manufacturer's recommendation Record and log all operating parameters Check for unusual noise and vibration Check overall condition of unit Document tasks performed during visit and report any observations to appropriate customer representative
Operational	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Check for leaks Check pressures Visually inspect coupling Check for unusual noise and vibration Check overall condition of unit Document tasks performed during visit and report any observations to appropriate customer representative

Pump, Hot Water, 0-10 HP

Check Alignment (with Laser)	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Perform laser alignment procedures Document tasks performed during visit and report any observations to appropriate customer representative
Vibration Analysis	All work must be performed in accordance with Johnson Controls safety policies

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	Check with appropriate customer representative for operational deficiencies Record equipment specific information for reference Install pads and labels (if applicable) Install sensors in proper location. Start equipment and run at normal operating conditions. Record readings and remove sensors. Submit readings for report generation and deliver to customer with recommendations. Document tasks performed during visit and report any observations to appropriate customer representative
Comprehensive	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Check for leaks Check coupling Lubricate pump and motor bearing(s) per manufacturer's recommendation Record and log all operating parameters Check for unusual noise and vibration Check overall condition of unit Document tasks performed during visit and report any observations to appropriate customer representative
Operational	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Check for leaks Check pressures Visually inspect coupling Check for unusual noise and vibration Check overall condition of unit Document tasks performed during visit and report any observations to appropriate customer representative

Pump, Process, 0-10 HP

Vibration Analysis	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Record equipment specific information for reference Install pads and labels (if applicable) Install sensors in proper location. Start equipment and run at normal operating conditions. Record readings and remove sensors. Submit readings for report generation and deliver to customer with recommendations. Document tasks performed during visit and report any observations to appropriate customer representative
Comprehensive	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Check for leaks Check coupling Lubricate pump and motor bearing(s) per manufacturer's recommendation Record and log all operating parameters Check for unusual noise and vibration Check overall condition of unit Document tasks performed during visit and report any observations to appropriate customer representative

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Operational	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Check for leaks Check pressures Visually inspect coupling Check for unusual noise and vibration Check overall condition of unit Document tasks performed during visit and report any observations to appropriate customer representative

Pump, Variable Frequency Drive (VFD), 15-30 HP

Comprehensive	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Check and tighten electrical connections Check for heat damage Review event log (if applicable) Ramp drive up and down, and check for proper operation (if possible) Check condition of air filter and clean or replace as needed Verify proper operation of cooling fans and clean as needed Check for unusual noise or vibration Check overall condition of unit Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
Operational	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Check drive for proper operation Review event log (if applicable) Check for unusual noise and vibration Check overall condition of unit Document tasks performed during visit and report any observations to appropriate customer representative

VAV Box, All Types

Operational	Check with appropriate customer representative for operational deficiencies Check temperature Check damper and linkage Cycle thermostat and check for proper operation Check for leaks in air supply (if applicable) Check fan operation Clean area around equipment Complete any required maintenance checklists, report observations to appropriate customer representative

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Supplemental Price & Payment Terms (Applies to Multi-Year Contracts Only)

Year	Total Annual Dollar Amount	Payment Frequency
Year1	$79,284.00	Annually
Year2	$84,039.00	Annually
Year3	$89,082.00	Annually

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Special Additions and Exceptions

This agreement includes the following discounts on additional labor and material work outside the scope of the contract. Discounts apply to current pricing and rates and are subject to renegotiation.

Labor Discount: 10%

JCI Parts Discount: 10%

3rd Party Part Discount: 10%

Baltimore Part Discount: 10%

This proposal is in compliance with Sourcewell contract #070121-JHN.

Option for years 4 and 5 with the scope as shown in Schedule A of this proposal; Pricing will be negotiated at year 4 and 5 prior to renewal.

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TERMS AND CONDITIONS
DEFINITIONS (REV 8/23)

DIGITAL ENABLED SERVICES mean services provided hereunder that employ JCI software and related equipment installed at Purchaser facilities and JCI cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting.

CONTRACT PRICE means the price that Customer shall pay to JCI for the Services.

COVERED EQUIPMENT means the equipment for which Services are to be provided under this Agreement. Covered Equipment is set forth in Schedule A - Equipment List.

EQUIPMENT FAILURE means the failure, under normal and expected working conditions, of moving parts or electric or electronic components of the Covered Equipment that are necessary for its operation.

PREMISES means those Customer premises where the Covered Equipment is located or Services performed pursuant to this Agreement.

REMOTE MONITORING SERVICES means remote monitoring of Covered Equipment and/or systems including building automation, HVAC equipment, and fire alarm, intrusion, and/or other life safety systems for alarm and event notifications using a UL Certified Central Station.

REMOTE OPERATIONS CENTER (ROC) is the department at JCI that remotely monitors alarm and industrial (HVAC) process signals.

REMOTE OPERATING SERVICES means remote interrogation, modification and/or operation of building automation, HVAC equipment, and/or other Covered Equipment.

REPAIR LABOR is the labor necessary to restore Covered Equipment to working condition following an Equipment Failure, but does not include services relating to total equipment replacement due to obsolescence or unavailability of parts.

REPAIR MATERIALS are the parts and materials necessary to restore Covered Equipment to working condition following an Equipment Failure, but excludes total equipment replacement due to obsolescence or unavailability of parts, unless excluded from the Agreement. At JCI's option, Repair Materials may be new, used, or reconditioned.

SCHEDULED SERVICE MATERIALS are the materials required to perform Scheduled Service Visits on Covered Equipment, unless excluded from the Agreement.

SCHEDULED SERVICE VISITS are the on-site labor visits required to perform JCI recommended inspections and preventive maintenance on Covered Equipment.

SERVICES are the work, materials, labor, service visits, and repairs to be provided by JCI pursuant to this Agreement except that the Services do not include the Connected Equipment Services or the provision of other software products or digital or cloud services, which are provided under separate terms and conditions referenced in Section P.

A. JCI'S SERVICES FOR COVERED EQUIPMENT

1. BASIC COVERAGE means Scheduled Service Visits, plus Scheduled Service Materials (unless excluded from this Agreement). No parts, equipment, Repair Labor or Repair Materials are provided for under BASIC COVERAGE.

2. PREMIUM COVERAGE means BASIC COVERAGE plus Repair Labor, plus Repair Materials (unless excluded from the Agreement). If Customer has ordered PREMIUM COVERAGE, JCI will inspect the Covered Equipment within forty-five (45) days of the date of this Agreement, or as seasonal or operational conditions permit. JCI will then advise Customer if JCI finds any Covered Equipment not in working order or in need of repair. With Customer's approval, JCI will perform the work necessary to put the Covered Equipment in proper working condition, subject to the terms of this Agreement. Customer will pay for such work at JCI's standard rates for parts and labor in effect at the time that the work is performed. If Customer does not want JCI to perform the work identified as necessary by JCI, any equipment thereby affected will be removed from the list of Covered Equipment, and the Contract Price will be adjusted accordingly. Should Customer not make JCI's recommended repairs or proceed with the modified PREMIUM COVERAGE, JCI reserves the right to invoice Customer for the cost of the initial equipment inspection.

3. EXTENDED SERVICE means Services performed outside JCI's normal business hours and is available only if Customer has PREMIUM COVERAGE. Extended Service is available either 24/5 or 24/7, at Customer's election. The price for Extended Service, if chosen by Customer, is part of the total Contract Price.

4. REMOTE MONITORING SERVICES OR REMOTE OPERATING SERVICES. If Remote Monitoring Services or Remote Operating Services are provided, Customer agrees to furnish JCI with a list of the names, titles, addresses, email addresses, and phone numbers of all persons authorized to be contacted by, or be able to contact the ROC to perform specific agreed upon actions with the appropriate authority. If JCI's Services include "Remote Monitoring Services with Open and Close," Customer also agrees to furnish JCI with Customer's daily and holiday opening and closing schedules. Customer agrees to maintain and update the call lists with accurate information. Customer further agrees to notify JCI of such changes as soon as possible. JCI/ROC is not responsible to find new contacts/numbers if the contacts on the call lists cannot

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be reached. A maximum of three contacts are allowed for any time of the day. If none of those contacts can be reached, then neither JCI nor the ROC are responsible for damages. Customer is responsible for any and all costs and expenses arising from Customer's failure to provide timely updates for any of the contact information submitted to the ROC.

5. CUSTOMER SERVICE INFORMATION PORTAL. Customer may be able to utilize JCI's Customer Service Information Portal during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement.

B. OUT OF SCOPE SERVICES

If, during any Service Visit, JCI detects a defect in any of Customer's equipment that is not Covered Equipment under this Agreement (an "Out of Scope Defect"), JCI may (but shall have no obligation to) notify Customer of such Out of Scope Defect. If Customer elects for JCI to repair such Out of Scope Defect, or if JCI otherwise performs any Services or provides any materials, parts, or equipment outside the scope of the Services (collectively, "Out of Scope Services"), Customer shall direct JCI to perform such Out of Scope Services in writing, and Customer shall pay for such Out of Scope Services at JCI's standard fees or hourly rates. If, after receiving notice of an Out of Scope Defect, Customer elects not to engage JCI to repair such Out of Scope Defect, Customer shall defend and indemnify JCI from and against any and all losses, damages, claims, costs and expenses arising directly or indirectly out of such Out of Scope Defect. Any Out of Scope Services performed by JCI at the direction of Customer pursuant to this Section shall be subject to the Customer Terms in effect as of the Effective Date (the "**Customer Terms**"), which Customer Terms are incorporated into this Agreement by this reference. A copy of the Customer Terms currently in effect is found at www.johnsoncontrols.com/customerterms.

C. EXCLUSIONS

JCI's Services and warranty obligations expressly exclude:

(a) the repair or replacement of ductwork, casings, cabinets, structural supports, tower fill/slats/basin, hydronic and pneumatic piping, and vessels, gaskets, and piping not normally replaced or maintained on a scheduled basis, and removal of oil from pneumatic piping;

(b) disposal of hazardous wastes (except as otherwise expressly provided herein);

(c) disinfecting of chiller condenser water systems and other components for biohazards, such as but not limited to, Legionella unless explicitly set forth in the scope of services between the parties. Unless explicitly provide for within the scope of services, this is Out of Scope Services and the Customer's exclusive responsibility to make arrangements for such services with a provider other than JCI. Mentions of chiller tube cleaning, condenser cleaning, cooling tower cleaning or boiler tube cleaning in any scope of services, only involve work to remove normal buildup of debris and scale using tube brush cleaning, pressure washing or acid flushing. Reference to such cleaning does not include chemical cleaning, disinfection or chemical water treatment required to eliminate, control or disinfect against biohazards such as but not limited to Legionella;

(d) refrigerant; supplies, accessories, or any items normally consumed during the use of Covered Equipment, such as ribbons, bulbs and paper;

(e) the furnishing of materials and supplies for painting or refinishing equipment;

(f) the repair or replacement of wire in conduit, buried cable/transmission lines, or the like, if not normally replaced or maintained on a scheduled basis;

(g) replacement of obsolete parts; and

(h) damages of any kind, including but not limited to personal injury, death, property damage, and the costs of repairs or service resulting from:

- abuse, misuse, alterations, adjustments, attachments, combinations, modifications, or repairs to Covered Equipment not performed, provided, or approved in writing by JCI;
- equipment not covered by this Agreement or attachments made to Covered Equipment;
- acts or omissions of the Customer, including but not limited to the failure of the Customer to fulfill the Customer Obligations and Commitments to JCI as described in Section F of this Agreement, operator error, Customer's failure to conduct preventive maintenance, issues resulting from Customer's previous denial of JCI access to the Covered Equipment, and Customer's failure to keep the site clean and free of dust, sand, or other particles or debris, unless such conditions are previously expressly acknowledged by JCI in writing;
- use of the Covered Equipment in a manner or environment, or for any purpose, for which it was not designed by the manufacturer;
- site-related and environmental conditions, including but not limited to power failures and fluctuations in electrical current (or "power surges") and biohazards such as but not limited to Legionella associated with condenser water, cooling tower systems and subcomponent systems;
- the effects of erosion, corrosion, acid cleaning, or damage from unexpected or especially severe freezing weather;
- issues or failures not specifically covered by this Agreement; or
- occurrences beyond JCI's reasonable control and without JCI's fault or negligence.

D. PAYMENT TERMS; PRICE ADJUSTMENTS

Unless otherwise agreed by the parties in writing, fees for Services to be performed shall be paid annually in advance. Fees and other amounts due hereunder are due upon receipt of the invoice, which shall be paid by Customer via electronic delivery via EFT/ACH . Such payment is a condition precedent to JCI's obligation to perform Services under the Agreement. Any invoice disputes must be identified in writing by Customer within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that failure by Customer to make payment in full when due is a material breach of this Agreement. Customer shall provide financial information requested by JCI to verify

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Customer's ability to pay for goods or Services. If Customer fails to provide financial information or if JCI, in its sole discretion determines that reasonable grounds exist to question Customer's ability or willingness to make payments when due (e.g., not making payments when due, late payments, or a reduction in Customer's credit score), JCI may defer shipments, change payment terms, require cash in advance and/or require other security, without liability and without waiving any other remedies JCI may have against Customer. JCI shall provide Customer with advance written notice of changes to payment terms. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to company and will give JCI, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend JCI's obligations under or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. JCI's election to continue providing future services does not, in any way diminish JCI's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. JCI shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring services or the JCI otherwise performs services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or JCI's efforts to collect payment. Customer shall immediately notify JCI in writing and explain the basis of the dispute. Customer will pay all of JCI's reasonable collection costs (including legal fees and expenses). In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable.

This Agreement is entered into with the understanding that the Services to be provided by JCI are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to the Services to be provided by JCI, JCI reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Customer agrees to pay for the applicable prevailing wage rates. JCI may increase prices upon notice to the Customer to reflect increases in material and labor costs. All stated prices are exclusive of and Customer agrees to pay any taxes, fees, duties, tariffs, false alarm assessments, installation or alarm permits and levies or other similar charges imposed and/or enacted by a government, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under this Agreement. If this Agreement is renewed, JCI will provide Customer with notice of any adjustments in the Contract Price applicable to any Renewal Term. Unless Customer terminates this Agreement in writing at least ninety (90) days prior to the end of the then-current Term, the adjusted Contract Price shall be the price for the Renewal Term. Prices for products covered by this Agreement may be adjusted by JCI, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the JCI's proposal or quotation, to reflect any increase in JCI's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements.

E. WARRANTIES

JCI warrants its Services will be provided in a good and workmanlike manner for 90 days from the date of Services. If JCI receives written notice of a breach of this warranty prior to the end of this warranty period, JCI will re-perform any non-conforming Services at no additional charge within a commercially reasonable time of the notification.

If JCI installs or furnishes a piece of equipment under this Agreement, JCI warrants that equipment labeled JCI shall be free from defects in material and workmanship arising from normal usage for a period of 90 days. No warranty is provided for third-party products and equipment installed or furnished by JCI. Such products and equipment are provided with the third-party manufacturer's warranty to the extent available, and JCI will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not covered under this Agreement shall be borne by Customer. Except as provided herein, if JCI receives written notice of a breach of this warranty prior to the end of this warranty period, JCI will repair or replace (at JCI's option) the defective equipment.

These warranties do not extend to any Services or equipment that have been misused, altered, or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty decals have been removed or altered. All replaced parts or equipment shall become JCI's property. This warranty is not assignable. Warranty service will be provided during normal business hours, excluding holidays. The remedies set forth herein shall be Customer's sole and exclusive remedy with regards to any warranty claim under this Agreement. Any lawsuit based upon the warranty must be brought no later than one (1) year after the expiration of the applicable warranty period. This limitation is in lieu of any other applicable statute of limitations. **CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THESE WARRANTIES ARE JCI'S SOLE WARRANTIES AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** JCI makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, prevent, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

F. CUSTOMER OBLIGATIONS AND COMMITMENTS TO JCI

1. Customer warrants it has given JCI all information concerning the condition of the Covered Equipment. The Customer agrees and warrants that, during the Term of this Agreement, Customer will:

(1) operate the Covered Equipment according to the manufacturer's and/or JCI's recommendations;

(2) keep accurate and current work logs and information about the Covered Equipment as recommended by the manufacturer and/or JCI;

(3) provide an adequate environment for Covered Equipment as recommended by the manufacturer and/or JCI, including, but not limited to adequate space, electrical power, water supply, air conditioning, and humidity control;

(4) notify JCI immediately of any Covered Equipment malfunction, breakdown, or other condition affecting the operation of the Covered Equipment;

(5) provide JCI with safe access to its Premises and Covered Equipment at all reasonable and necessary times for the performance of the Services;

(6) allow JCI to start and stop, periodically turn off, or otherwise change or temporarily suspend equipment operations so that JCI can perform the Services required under this Agreement;

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(7) as applicable, provide proper condenser, cooling tower and boiler water treatment for the proper functioning of Covered Equipment and protect against any environmental issues and instances of biohazards such as but not limited to Legionella;

(8) carefully and properly set and test the intrusion alarm system each night or at such other time as Customer shall close the Premises;

(9) obtain all necessary licenses and permits required for and pay all taxes associated with the Services;

(10) notify JCI immediately of any claimed inadequacy in, or failure of, the Covered Equipment or other condition affecting the operation of the Covered Equipment;

(11) furnish any necessary 110 volt A/C power and electrical outlets at its expense;

(12) properly maintain, repair, service, and assure the proper operation of any other property, system, equipment, or device of Customer or others to which the Covered Equipment may be attached or connected, in accordance with manufacturer recommendations, insurance carrier requirements, or the requirements of any fire rating bureau, agency, or other authorities having jurisdiction thereof;

(13) not tamper with, alter, adjust, disturb, injure, remove, or otherwise interfere with any Covered Equipment (including any related software) and not permit the same to be done;

(14) refrain from causing false alarms, and reimburse JCI for any fine, penalty, or fee paid by or assessed against JCI by any governmental or municipal agency as a result thereof;

(15) be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply JCI secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access; and

(16) take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

2. Customer acknowledges and understands that unless water treatment for biohazards (such as Legionella) is explicitly included in the services JCI is providing, it is Customer's responsibility to provide such treatment. Customer also acknowledges that its failure to meet the above obligations will relieve JCI of any responsibility for any Covered Equipment breakdown, or any necessary repair or replacement of any Covered Equipment. If Customer breaches any of these obligations, JCI shall have the right, upon written notice to Customer, to suspend its Services until Customer cures such breach. In addition, Customer shall be responsible for paying or reimbursing JCI for any costs associated with corrective work required as a result of Customer's breach of these obligations.

G. INSURANCE

Customer is responsible for obtaining all insurance coverage that Customer believes is necessary to protect Customer, Customer's property, and persons in or on the Premises, including coverage for personal injury and property damage. THE PAYMENTS CUSTOMER MAKES UNDER THIS AGREEMENT ARE NOT RELATED TO THE VALUE OF THE PREMISES, CUSTOMER'S PROPERTY OR POSSESSIONS, OR THE PERSONS OCCUPYING OR AT ANY TIME PRESENT IN OR ON THE PREMISES, BUT RATHER ARE BASED ON THE COST OF THE SYSTEM AND THE SERVICES, AND TAKE INTO CONSIDERATION THE PROTECTION AFFORDED TO JCI UNDER THIS AGREEMENT. Customer hereby releases JCI from any liability for any event or condition customarily covered by commercial liability insurance. Customer understands that neither the Services nor the Covered Equipment are designed to reduce, but not eliminate, certain risks. JCI does not guaranty that neither the Services nor Covered Equipment will prevent personal injury, unauthorized entrances or fire and smoke damage to the Premises. Customer further agrees that Customer has read and understands the terms and conditions of this Agreement.

H. INDEMNITY

JCI and Customer shall each indemnify the other party and its officers, agents, directors, and employees, from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of third party claims, demands, or suits for bodily injury (including death) or damage to tangible property to the extent arising out of the negligence or intentional misconduct of the indemnifying party or its employees or agents. Customer expressly agrees that JCI shall be responsible for injury, damage, or loss only to the extent caused directly by JCI's negligence or intentional misconduct. The obligations of JCI and Customer under this section are further subject to sections I and K below.

I. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL JCI AND ITS AFFILIATES AND THEIR RESPECTIVE PERSONNEL, SUPPLIERS AND VENDORS ("JCI PARTIES") BE LIABLE TO YOU OR ANY THIRD PARTY UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR ANY: (1) SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES; (2) LOST PROFITS, REVENUES, DATA, CUSTOMER OPPORTUNITIES, BUSINESS, ANTICIPATED SAVINGS, OR GOODWILL; (3) BUSINESS INTERRUPTION; OR (4) DATA LOSS OR OTHER LOSSES ARISING FROM VIRUSES, RANSOMWARE, CYBER ATTACKS OR FAILURES OR INTERRUPTIONS TO NETWORK SYSTEMS. IN ANY CASE, THE ENTIRE AGGREGATE LIABILITY OF THE JCI PARTIES UNDER THIS AGREEMENT FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE SHALL BE LIMITED TO $250,000. CUSTOMER UNDERSTANDS THAT JCI IS NOT AN INSURER REGARDING THE WORK OR THE SERVICES. JCI SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS THAT MAY RESULT FROM FIRE SAFETY OR SECURITY EQUIPMENT THAT FAILS TO PERFORM PROPERLY OR FAILS TO PREVENT A CASUALTY OR LOSS.

J. FORCE MAJEURE

JCI shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by JCI to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of JCI, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in

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telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of JCI. If JCI's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, JCI shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if JCI is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, JCI will be entitled to extend the relevant completion date by the amount of time that JCI was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases JCI's cost to perform the services, Customer is obligated to reimburse JCI for such increased costs, including, without limitation, costs incurred by JCI for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees, compliance with vaccination requirements or other costs and expenses incurred by JCI in connection with the Force Majeure Event.

K. ONE-YEAR CLAIMS LIMITATION; FORUM; CHOICE OF LAW

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

L. TERM AND TERMINATION

1. The Original Term is as set forth herein. At the conclusion of the Original Term, this Agreement shall automatically renew and extend for successive terms equal to the Original Term unless the Customer or JCI gives the other written notice it does not want to renew prior to the end of the then-current term (each a "Renewal Term"). The notice must be delivered at least ninety (90) days prior to the end of the Original Term or any Renewal Term. The Original Term and any Renewal Term may be referred to herein as the "Term." Customer agrees to issue and send a Purchase Order to JCI at least thirty (30) days prior to expiration of the Original Term or any Renewal Term if necessary for payments to be processed, but failure to do so is not a pre-condition to Renewal Term payments being due to JCI.

2. Remote Monitoring Services and Remote Operating Services may be immediately canceled by either party if JCI's Remote Operations Center, connecting wires, or monitoring systems are destroyed by fire or other catastrophe, or where the Premises are so substantially damaged that it is impractical to continue Services.

3. If either party fails to perform any of its material obligations under this Agreement, the other party shall provide written notice thereof to the party alleged to be in default. Should the party alleged to be in default fail to respond in writing or take action to cure the alleged default within ten (10) days of receiving such written notice, the notifying party may terminate this Agreement by providing written notice of such termination.

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

5. JCI may terminate this Agreement and discontinue any Services if JCI is unable to obtain or continue to support technologies, or for convenience upon forty-five (45) days written notice. JCI will not be liable for any damages or subject to any penalty as a result of any such termination.

6. JCI may terminate this Agreement, or the affected portions, at its sole discretion upon notice to the Customer if JCI's performance of its obligations are prohibited because of changes in applicable laws, regulations or codes.

7. Upon termination of this Agreement for any reason, Customer shall pay to JCI all undisputed amounts owed through the date of termination within thirty (30) days of such termination. If Customer terminates this Agreement, other than in accordance with this Section L, Customer shall also pay Johnson Controls 35% of the charges for Services remaining to be paid for the unexpired Term of this Agreement as liquidated damages and not as a penalty. Customer shall provide JCI with reasonable access to the Premises to remove the Gateway Device and any other JCI property and to un-program any controls, intrusion, fire, or life safety system, as applicable. Customer shall be liable for all fees, costs, and expenses that JCI may incur in connection with the enforcement of this Agreement, including without limitation, reasonable attorney fees, collection agency fees, and court costs.

M. ASBESTOS, MOLD, BIOAHAZARDS, AND HAZARDOUS MATERIALS

"Hazardous Materials" means any material or substance that, whether by its nature or use, is now or hereafter defined or regulated as a hazardous waste, hazardous substance, pollutant, or contaminant under any local, state, or federal law, regulation, or ordinance relating to or addressing public and employee health and safety and protection of the environment, or which is toxic, explosive, corrosive, flammable, radioactive, carcinogenic or otherwise hazardous or which is or contains petroleum, gasoline, diesel, fuel, another petroleum hydrocarbon product or polychlorinated biphenyls. "Hazardous Materials" specifically includes mold, lead-based paints, biohazards such as but not limited to Legionella and asbestos-containing materials ("ACM"). Neither Customer nor JCI desires to or is licensed to undertake direct obligations relating to the identification, abatement, cleanup, control, removal or disposal of ACM.

JCI will be responsible for removing or disposing of any Hazardous Materials that it uses in providing the Services ("JCI Hazardous Materials") and

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for the remediation of any areas affected by the release of JCI Hazardous Materials. For other Hazardous Materials that may be present at its facilities ("Non-JCI Hazardous Materials"), Customer shall supply JCI with any information in its possession relating to the presence of Hazardous Materials if their presence may affect JCI's performance of the Services. If either Customer or JCI becomes aware of or suspects the presence of Non-JCI Hazardous Materials that may interfere with JCI's Services, it shall immediately stop the Services in the affected area and notify the other party. As between Customer and JCI, Customer shall be responsible at its sole expense for removing and disposing of Non-JCI Hazardous Materials from its facilities and for the remediation of any areas impacted by the release of the Non-JCI Hazardous Materials and must provide a certificate of abatement before JCI will be obligated to perform or continue its Services, unless JCI had actual knowledge that Non-JCI Hazardous Materials were present and acted in disregard of that knowledge, in which case (i) JCI shall be responsible at its sole expense for the remediation of any areas impacted by its release of such Hazardous Materials, and (ii) Customer shall remain responsible at its sole expense for the removal of Hazardous Materials that have not been released and for releases not resulting from JCI's performance of the Services. Customer shall defend and indemnify JCI against any losses, costs, damages, expenses, and claims arising out of its failure to comply with this Section M.

N. CUSTOMER DATA

Customer data obtained from the Services is owned by and shall belong to Customer. JCI will access and use Customer data to provide Services to Customer. Except as set forth herein, JCI will not disclose to any third party any individual Customer data acquired through performance of the Services without Customer's consent. Customer agrees that JCI and its subsidiaries, affiliates and approved third party contractors and developers may collect and use Customer data for any reason, as long as any external use of the data is on a de-identified basis that does not personally identify Customer or any individual. Customer hereby grants JCI a perpetual, worldwide, irrevocable, royalty free license to use, modify, manipulate, sublicense, and create derivative works from such data. JCI shall retain all rights to any intellectual property, data, materials and products created as a result of its performance of Services.

O. JCI'S INTELLECTUAL PROPERTY

JCI shall retain all right, title and interest in any (a) work provided to Customer, including without limitation, all software source and object code, documentation, technical information or data, specifications and designs and any changes, improvements or modifications thereto ("Deliverables"), and (b) Know-How (defined below) employed by JCI in the creation of the Deliverables or performance of the Services, whether known to JCI prior to, or developed or discovered or acquired in connection with, the performance of its obligations under this agreement. Ownership of all Deliverables and Know-How shall vest solely in JCI and no Deliverables shall be deemed "works made for hire." Without limiting the generality of the foregoing, ownership of all source files used in the course of performing the Services shall remain the exclusive property of JCI. For purposes of this Agreement, "Know-How" means any know-how, processes, techniques, concepts, methodologies, tools, analytical approaches, database models and designs, discoveries, and ideas furnished, produced by, developed, or used by JCI in the creation or provision of the Deliverables or in the performance of the Services, and any changes, improvements, or modifications thereto or derivatives thereof.

P. DIGITAL ENABLED SERVICES

Digital Enabled Services; Data. If JCI provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to JCI's cloud-hosted software applications. Customer consents to and grants JCI right to collect, ingest and use such data to enable JCI and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and JCI products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply JCI secure Network access for providing its Digital Enabled Services. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use.

Q. JCI DIGITAL SOLUTIONS

JCI Digital Solutions. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, JCI's standard terms for such Software and Software related professional services in effect from time to time at www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Specifically, the JCI General EULA set forth at www.johnsoncontrols.com/buildings/legal/digital/generaleula governs access to and use of software installed on Customer's premises or systems and the JCI Terms of Service set forth at www.johnsoncontrols.com/buildings/legal/digital/generaltos govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JCI and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement, unless otherwise agreed, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"):

> Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable statement of work, order or other applicable ordering document . At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable, and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at JCI's then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

R. PRIVACY

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1. JCI as Processor: Where JCI factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa ("DPA") shall apply.

2. JCI as Controller: JCI will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with JCI's Privacy Notice at https://www.johnsoncontrols.com/privacy. Customer acknowledges JCI's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by JCI is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent

S. MISCELLANEOUS PROVISIONS

1. All notices required to be given hereunder shall be in writing and shall be considered properly given if: (a) delivered in person, (b) sent via the United States Postal Service, postage prepaid, registered or certified with return receipt requested, (c) sent by overnight delivery service (e.g., FedEx, UPS), or (d) sent by facsimile, email or other electronic means and confirmed by facsimile, return email or telephone.

2. This Agreement is not assignable by the Customer except upon written consent of JCI first being obtained. JCI shall have the right to assign this Agreement, in whole or in part, or to subcontract any of its obligations under this Agreement without notice to Customer. This Agreement inures to the benefit of and is applicable to any assignees or subcontractors of JCI, and is binding upon Customer with respect to said assignees or subcontractors with the same force and effect as it binds Customer to JCI.

3. If any provision of this Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

4. This Agreement is the entire contract between JCI and Customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between the parties.

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

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

7. If there are any changes to Customer's facilities or operations, or to applicable regulations, laws, codes, taxes, or utility charges, that materially affect JCI's performance of the Services or its pricing thereof, JCI shall have the right to an equitable and appropriate adjustment to the scope, pricing, and other affected terms of this Agreement.

ADDENDUM TO PSA TERMS AND CONDITIONS FOR
MONITORING OF INTRUSION, FIRE AND OTHER SAFETY SYSTEMS

If Remote Monitoring Services explicitly includes remote fire alarm monitoring, security alarm monitoring or video monitoring in the scope of work or customer charges, the Agreement is hereby modified and amended to include the terms and provisions of this Addendum to the PSA for Monitoring of Intrusion, Fire and Safety Systems (the "Addendum"). Capitalized terms that are not defined herein, shall have the meaning given to them in the Agreement. In the event of a conflict between the terms and conditions of this Addendum and those appearing in the Agreement, the terms and conditions of this Addendum shall prevail.

1. Remote Monitoring of Alarm Signals. If JCI receives an emergency alarm signal at JCI's ROC, JCI shall endeavor to notify the appropriate police or fire department, or other emergency response agency having jurisdiction and JCI shall endeavor to notify Customer or its designated representative by email unless instructed to do otherwise by Customer in writing and/or based on standard operating procedures for the ROC. JCI, upon receipt of a non-emergency signal from the Premises, shall endeavor to notify Customer's representative pursuant to Customer's written instructions, defaulting to email or text notification. Customer acknowledges that if the signals transmitted from the Premises will be monitored in a monitoring facility not operated by JCI, the personnel in such monitoring facilities are not the agents of JCI, nor does JCI assume any responsibility for the manner in which such signals are monitored or the response to such signal.

2. Remote Monitoring Services Pricing. Remote Monitoring Services shall be provided by JCI if the Agreement includes a charge for such Service. If such Service is purchased, JCI will monitor the number of alarms for the Premises and the initial charge is based on the pricing agreed to by the parties, subject to the terms and conditions of this Addendum. If the number of alarms produced at the Premises goes beyond the contracted number of alarms in a month, Customer will be billed an overage fee.

3. Communications Media. Customer acknowledges that monitoring of Covered Equipment requires transmission of signals over standard telephone lines and/or the Internet and that these modes of transmission may be interrupted, circumvented, or compromised, in which case no signal can be transmitted from the Premises to the monitoring facility. Customer understands that to allow the monitoring facility to be aware of such a condition, additional or alternative protection can be installed, such as line security devices, at Customer's cost and expense and for transmission via telephone line only. Customer acknowledges it is aware that line security devices are available and, unless expressly identified in Schedule A - Equipment List, has declined to purchase such devices. Customer further acknowledges that such additional protection is not

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available for Internet transmission under this Agreement.

4. False/Unnecessary Alarms; Service Calls. At JCI's option, an additional fee may be charged for any false alarm or unnecessary Service Visit caused or necessitated by Customer. In addition, Customer shall be fully responsible and liable for fines, penalties, assessments, taxes, fees or charges imposed by a governmental body, telephone, communication, or signal transmission company as the result of any false alarm and shall reimburse JCI for any costs incurred by JCI in connection therewith. Customer shall operate the system carefully so as to avoid causing false alarms. False alarms can be caused by severe weather or other forces beyond the control of JCI. If an undue number of false alarms are received by JCI, in addition to any other available remedies available to JCI, JCI may terminate this Agreement and discontinue any Service(s) and seek to recover damages. If an agent is dispatched, by a governmental authority or otherwise, to respond to a false alarm, where the Customer, or any other party has intentionally, accidentally or negligently activated the alarm signal, Customer shall be responsible for and pay any and all fees and/or fines assessed with respect to the false alarms and pay to JCI the additional charges and costs incurred by it from a false alarm. If the Customer's system has a local audible device, Customer authorizes JCI to enter the Premises to turn off the audible device if JCI is requested or ordered to do so by governmental authorities, neighbors or anyone else and Customer will pay JCI its standard service call charge for each such visit. Police agencies require repair of systems which cause false dispatches. Customer shall maintain the equipment necessary for JCI to supply the Services and Customer shall pay all costs for such maintenance. At least monthly, Customer will test the system's protective devices and send test signals to the ROC for all monitoring equipment in accordance with instructions from JCI or the ROC. Customer agrees to test the monitoring systems, including testing any ultrasonic, microwave, infrared, capacitance or other electronic equipment prior to the end of each month and will immediately report to JCI if the equipment fails to respond to the test. Customer shall make any necessary repairs as soon after receipt of notice as is reasonably practical. Customer shall at all times be solely responsible for maintaining any sprinkler system in good working order and provide adequate heat to the Premises.

5. Remote Monitoring of Video Monitoring Services. During the Term, JCI's sole and only obligation arising from the inclusion of Video Monitoring Services in any Service offering shall be to monitor the digital signals actually received by JCI at its ROC from means of the Video System and upon receipt of a digital signal indicating that an alarm condition exists, to endeavor, as permitted by law, to notify the police or other municipal authority deemed appropriate in JCI's absolute discretion and to such persons Customer has designated in writing to JCI to receive notification of such alarm condition as set forth herein. . No alarm installation, repair, maintenance or guard responses will be provided under this Video Monitoring Services option. JCI may, without prior notice to Customer, in response to applicable law or insurance requirements, revise, replace, discontinue and/or rescind its response policies and procedures.

a. Inception and conclusion of service. Video Monitoring shall be provided by JCI if this Agreement includes a charge for Video Monitoring Services. If such Video Monitoring Service is purchased, Video Monitoring Services will begin when the Video System is installed and operational, and when the necessary communications connection is completed. No obligation for the provision of this Video Monitoring Service will commence until these requirements are met.

b. Customer Equipment. Customer shall obtain, at its own cost and expense: (a) the equipment necessary to connect to JCI's ROC; and (b) whatever permission, permits or licenses that may be necessary from all persons, governmental authorities, utility, and any other related service providers in connection with the Services. The video system to be used by the Customer is intended to produce and transmit video images (the "Video System Images") of the Premises to the ROC (the "Video System"). JCI makes no promise, warranty or representation that the video system will operate as intended. Customer further agrees that, notwithstanding any role or participation by JCI in Video System and Video System Images, JCI shall have no responsibility or obligation with regard to Customer, the Video System or any other Customer equipment.

c. System Location. The Video System related cameras shall be located and positioned by Customer along with attendant burglary digital alarm signal(s). Customer shall ensure that the Video System related cameras will be positioned and located such that it will only produce or capture Video System Images of areas of the Premises. Customer will provide adequate illumination under all operating conditions for the proper viewing of the cameras. Customer acknowledges and agrees that JCI has exercised no control over, or participated in locating or positioning the Video System related camera including, but not limited to selecting what areas, locations, things or persons that the Video System Images may depict or capture.

d. Images. Customer shall be solely responsible for the Video System Images produced or captured by the Video System and Customer shall defend, indemnify and hold harmless JCI and its officers, agents, directors, and employees, from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of third party claims, demands, or suits in connection with the use, operation, location and position of the Video System, and the Video System Images resulting there from, including, but not limited to, any claims of any person depicted in a Video System image, including but not limited to, any claim by such person that his or her privacy has been invaded or intruded upon or his or her likeness has been misappropriated. Any duty to obtain the consent or permission of any person depicted in a Video System Image to have his or her likeness to be depicted, received, transmitted or otherwise used, and the duty to determine and comply with any and all applicable laws, regulations, standards and other obligations that govern the legal, proper and ethical use of video capturing devices, such as the Video System, including, but not limited to, notification that the Video System is in use at the Premises, shall be the sole responsibility of the Customer. JCI agrees to make Video System Images available to Customer and upon their respective request. JCI makes no promise, warranty or representation as to the length of time that it retains Video Images, or the quality thereof.

e. Video System Signals. When a signal from the Video System is received, JCI reserves the right to verify all alarm signals before notifying emergency personnel, and may choose not to notify emergency personnel if it has reason to believe, in its sole discretion, that an emergency condition does not exist. JCI will first attempt to verify the nature of the emergency by using visual verification and/or the two-way voice system (if applicable) of the Video System included in Customer's system. If JCI determines that an emergency condition exists, JCI will endeavor to notify the proper police or emergency contact on a notification call list provided in writing by Customer to JCI, or its designee. When a non-emergency signal is received, JCI will attempt to contact the first available Customer representative on the notification call list but will not notify emergency authorities, this notification will be in the form of email or text and follow ROC processes. If the customer requires phone calls to the call list for any emergency or non-emergency situation, the customer will need to make this request in writing. Customer authorizes and directs JCI, as its agent, to use its full discretion in causing the arrest or detention

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of any person or persons on or around the premises who are not authorized by Customer. **JCI WILL NOT ARREST OR DETAIN ANY PERSON**.

f. Recordings. Customer consents to the tape recording of all telephonic communications between the Premises and JCI. JCI will have no liability arising from recording (or failure to record) or publication of any two-way voice communications, other video recordings or their quality. JCI shall have no liability in connection with Video System or the Video System Images, including, but not limited to, any failure, omission, negligence or other act by JCI, or any of its officers, employees, representatives, agents, contractors, or any other third party in connection with the receipt (or failure of receipt), transmission, reading, interpreting, or response to any Video Image.

6. Risk of Loss is Customer's. JCI does not represent or warrant that the Services will detect or prevent the events they are intended to help detect or prevent including any burglary, holdup, fire or otherwise ("Detection Events"), or that the Services will be uninterrupted or error-free. Customer assumes all risk of loss or damage to Customer's person or property, or the property of others, if such an event occurs. Neither JCI nor its suppliers shall have any liability for loss, damage or injury due directly or indirectly to Detection Events, or the consequences therefrom. Further, expressly excluded from this Agreement are the warranties of merchantability or fitness or suitability for a particular purpose
NOTWITHSTANDING THE FOREGOING, IF JOHNSON CONTROLS SHOULD BE FOUND LIABLE FOR LOSS, DAMAGE OR INJURY DUE TO AN ACT OR OMISSION BY JOHNSON CONTROLS OR A FAILURE OF THE EQUIPMENT OR SERVICE IN ANY RESPECT, ITS LIABILITY WILL BE LIMITED TO A SUM EQUAL TO 10% OF THE ANNUAL SERVICE CHARGE OR $1,000, WHICHEVER IS GREATER, AS THE AGREED UPON DAMAGES AND NOT AS A PENALTY, AND AS THE EXCLUSIVE REMEDY. THIS PARAGRAPH SHALL APPLY IF LOSS, DAMAGE OR INJURY, IRRESPECTIVE OF CAUSE OR ORIGIN, AND REGARDLESS OF LEGAL THEORY, RESULTS DIRECTLY OR INDIRECTLY TO PERSON OR PROPERTY OR FROM PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS IMPOSED BY THIS AGREEMENT. IF ANY THIRD PARTY, INCLUDING CUSTOMER'S SUBROGATING INSURER, MAKES A CLAIM OR FILES A LAWSUIT AGAINST JOHNSON CONTROLS IN ANY WAY RELATING TO THE EQUIPMENT OR SERVICES, CUSTOMER AGREES TO INDEMNIFY AND HOLD HARMLESS JOHNSON CONTROLS FROM ANY AND ALL SUCH CLAIMS AND LAWSUITS INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS AND ATTORNEYS' FEES.

7. JCI'S RECEIPT OF ALARM SIGNALS, ELECTRONIC DATA, VOICE DATA OR IMAGES (COLLECTIVELY, "ALARM SIGNALS") FROM THE EQUIPMENT OR SYSTEM INSTALLED IN THE PREMISES IS DEPENDENT UPON PROPER TRANSMISSION OF SUCH ALARM SIGNALS. JCI'S ROC CANNOT RECEIVE ALARM SIGNALS WHEN THE CUSTOMER'S TELCO SERVICE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH, OR IS OTHERWISE DAMAGED, OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELCO SERVICE OR TRANSMISSION MODE FOR ANY REASON INCLUDING BUT NOT LIMITED TO NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT SIGNAL TRANSMISSION FAILURE MAY OCCUR OVER CERTAIN TYPES OF TELCO SERVICES SUCH AS SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR, WIRELESS OR PRIVATE RADIO, OR CUSTOMER'S PROPRIETARY TELCOMMUNICATION NETWORK, INTRANET OR IP-PBX, OR OTHER THIRD-PARTY EQUIPMENT OR VOICE/DATA TRANSMISSION NETWORKS OR SYSTEMS OWNED, MAINTAINED OR SERVICED BY CUSTOMER OR THIRD PARTIES, IF: (1) THERE IS A LOSS OF NORMAL ELECTRIC POWER TO THE MONITORED PREMISES OCCURS (THE BATTERY BACK-UP FOR JCI'S ALARM PANEL DOES NOT POWER CUSTOMER'S COMMUNICATION FACILITIES OR TELCO SERVICE); OR (2) ELECTRONIC COMPONENTS SUCH AS MODEMS MALFUNCTION OR FAIL. CUSTOMER UNDERSTANDS THAT JCI WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF THE ALARM SYSTEM WITH CUSTOMER'S TELCO SERVICE AT THE TIME OF INITIAL INSTALLATION OF THE ALARM SYSTEM AND THAT CHANGES IN THE TELCO SERVICE'S DATA FORMAT AFTER JCI'S INITIAL REVIEW OF COMPATIBILITY COULD MAKE THE TELCO SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO JCI'S ROC. IF JCI DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELCO SERVICE IS COMPATIBLE, JCI WILL PERMIT CUSTOMER TO USE ITS TELCO SERVICE AS THE PRIMARY METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT JCI RECOMMENDS THAT CUSTOMER ALSO USE AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO JCI'S ROC REGARDLESS OF THE TYPE OF TELCO SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF JCI DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELCO SERVICE IS, OR LATER BECOMES, NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER TELCO SERVICE THAT IS NOT COMPATIBLE, THEN JCI WILL REQUIRE THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO JCI AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO JCI'S ROC. JCI WILL NOT PROVIDE FIRE OR SMOKE ALARM MONITORING FOR CUSTOMER BY MEANS OTHER THAN AN APPROVED TELCO SERVICE AND CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE FOR ASSURING THAT IT USES APPROVED TELCO SERVICE FOR ANY SUCH MONITORING AND THAT IT COMPLIES WITH NATIONAL FIRE ALARM STANDARDS AND LOCAL FIRE CODES. CUSTOMER ALSO UNDERSTANDS THAT IF CUSTOMER'S ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT ALARM SIGNALS IF THE TELCO SERVICE IS INTERRUPTED, AND THAT JCI MAY NOT BE ABLE TO DOWNLOAD SYSTEM CHANGES REMOTELY OR PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-APPROVED TELCO SERVICE. CUSTOMER ACKNOWLEDGES THAT ANY DECISION TO USE A NON-APPROVED TELCO SERVICE AS THE METHOD FOR TRANSMITTING ALARM SIGNALS IS BASED ON CUSTOMER'S OWN INDEPENDENT BUSINESS JUDGMENT AND THAT ANY SUCH DECISION IS MADE WITHOUT ANY ASSISTANCE, INVOLVEMENT, INPUT, RECOMMENDATION, OR ENDORSEMENT ON THE PART OF JCI. CUSTOMER ASSUMES SOLE AND COMPLETE RESPONSIBILITY FOR ESTABLISHING AND MAINTAINING ACCESS TO AND USE OF THE NON-APPROVED TELCO SERVICE FOR CONNECTION TO THE ALARM MONITORING EQUIPMENT. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM SYSTEM MAY BE UNABLE TO SEIZE THE TELCO SERVICE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION HAS DISABLED, IS INTERFERING WITH, OR BLOCKING THE CONNECTION.

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

Pricing is based upon the following billing and payment terms: Invoices will be delivered via email, payment due date of NET 30, and invoices are to be paid via ACH bank transfer. Johnson Controls ACH/EFT bank transfer details will be forth coming upon contractual agreement.

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

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[END OF DOCUMENT]

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Johnson Control, Inc.

5-Year Annual Maintenance Agreement

[Additional Signature Page for City of Compton Representatives]

Approved as to form:

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

ATTEST:

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

June 25, 2024

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: NEBRASKA JONES, DIRECTOR
GENERAL SERVICES DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A FIVE (5) YEAR LEASE AGREEMENT WITH ANGELS FOR SIGHT FOR THE LEASE OF CITY-OWNED PROPERTY LOCATED AT 920 NORTH ALAMEDA STREET

SUMMARY

The City Council will consider a request by the Angels for Sight organization to authorize the City Manager to enter into a five (5) year (i.e. July 1, 2024, through June 30, 2029), agreement for the lease of approximately 1,224 square feet of indoor space and 2,216 square feet of outdoor space at City-owned property, located at 920 North Alameda Street, Compton, California 90221.

BACKGROUND

The City of Compton owns certain real property located at 920 North Alameda Street, Compton, California 90221. Pursuant to guidance of the City Council, in November 2012, the City Manager implemented a City-wide leasing policy which mandates that City-owned facilities and/or property *shall not* be leased without first obtaining proper authorization from the City Council (i.e. an adopted resolution) and execution of a written lease agreement [City of Compton Standard Operating Manual, Policy 4.17(A)]. In addition to other matters, the Policy specifies that lease rates shall be based on the square footage of the area(s) subject to the exclusive use/occupation of the Lessee and that the standard leasing rate in a City-owned facility shall be ***at least* One Dollar ($1.00) *per square foot for indoor space and Fifty Cents ($0.50) per square foot for outdoor space or vacant property.***

In addition to this required minimum base rental rate, the leasing policy addresses recovery of the costs incurred by the City for the provision of the following services: utilities (e.g. gas, electricity, water, trash, etc.), maintenance and repairs, custodial services and City security. However, the leasing policy does provide that a Tenant that will have exclusive use/occupation of the entire City facility and/or property *shall be solely responsible for all utilities, janitorial, security, and minor, routine interior and exterior maintenance of the facility or property*, with the City responsible for structural and major repairs and maintenance.

STATEMENT OF ISSUE

Historical Background of Organization

According to the prospective Tenant, Angels for Sight ("Angels") is a non-profit dedicated and committed to providing free vision screening, eye examinations, and glasses to the uninsured and visually impaired. Their goal is to ensure that our children's vision will provide them with the confidence to see the future. Studies have shown that children who suffer from vision deficiencies are more likely to suffer educationally and socially. At Angels, they believe that the ability for our children to see is critical. Without sight and clear vision, our children's ability to learn is virtually eliminated.

The proposed lease agreement will provide Angels with exclusive use of the following space at 920 North Alameda Street:

Exclusive Indoor Square Footage	**1,224 square feet**
Exclusive Outdoor Square Footage	**2,216 square feet**
Total Exclusive Square Footage	**3,440 square feet**

Angels seeks City Council approval to enter into a five (5) year lease agreement with the City, beginning July 1, 2024, through June 30, 2029, for exclusive occupation of the entire property. Angels is interested in leasing the subject property for the purpose of administrative offices and support services for their organization.

On May 28, 2024, Angels met with the City Manager and Director of General Services to discuss the lease agreement. The organization wishes to provide approximately $62,462.50 in tenant improvements and requests a reduction in the lease rental rate. Management does not oppose this proposal, provided that tenant improvements are concluded within the first six (6) months of the agreement.

Angels request that the Council authorize leasing rental rate provisions different than required by the City's Leasing Policy; more specifically, a lesser rental amount of One Dollar ($1.00) per year for the term of the lease agreement. Angels will be responsible for utilities, routine maintenance, minor repairs, custodial, and security. SOM Policy 4.17(A)(1) provides that *"…only the City Council shall have the authority to reduce or waive the standard leasing rates and/or other costs required by the policy and the proposed lease agreement."* Thus, City Council approval is required for the reduction in and/or waiver of the standard leasing rates.

FINANCIAL IMPACT

Unless the Council decides to waive the minimum lease rental rate requirements of Policy 4.17(A)(1) of the City Leasing Policy, the estimated fiscal impact of this proposed action

will be a net gain to the General Fund of a base monthly lease rental rate of **Two Thousand Three Hundred Thirty-Two Dollars ($2,332.00) per month** for the term of the lease for an annual amount of Twenty-Seven Dollars and Nine Hundred Eight Four and Zero Cents ($27,984.00)**.**

ALTERNATIVE

The Council has discretion to choose among a number of options:

1. Authorize the City Manager to enter into a lease agreement with Angels for Sight for the 5-year term requested (or offer a lesser term) as follows:

    a. For the minimally recommended City policy rates (i.e. $1.00 per square foot for indoor space and $0.50 for outdoor space) of $2,332.00 per month.

    b. For some other monthly rental rate.

2. Deny the request to enter into a lease agreement for this location by Angels for Sight.

RECOMMENDATION

Staff recommends a reduction in rate for two (2) years of the agreement and adherence to the current Standard Operating Manual, Policy 4.17(A), for the remaining three (3) years of the agreement. However, the decision to increase lease rental amounts and/or waive other requirements of the City's Leasing Policy is at the discretion of the City Council.

NEBRASKA JONES, DIRECTOR
GENERAL SERVICES DEPARTMENT

APPROVED FOR FORWARDING:

WILLIE A. HOPKINS, JR.
CITY MANAGER

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A FIVE (5) YEAR LEASE AGREEMENT WITH ANGELS FOR SIGHT FOR THE LEASE OF CITY-OWNED PROPERTY LOCATED AT 920 NORTH ALAMEDA STREET

WHEREAS, the City of Compton owns certain real property located at 920 North Alameda Street, Compton, California 90221; and

WHEREAS, pursuant to guidance of the City Council, in November 2012, the City Manager implemented a City-wide leasing policy [Standard Operating Manual, Policy 4.17(A)], which mandates that City-owned facilities and/or property shall not be leased without first obtaining proper authorization from the City Council (i.e. an adopted resolution) and execution of a written lease agreement; and

WHEREAS, the Policy specifies that lease rates shall be based on the square footage of the area(s) subject to the exclusive use/occupation of the Lessee and that the standard leasing rate for a City-owned facility shall be *at least* One Dollar ($1.00) *per square foot for indoor space and Fifty Cents ($0.50) per square foot for outdoor or vacant property*; and

WHEREAS, in addition to this required minimum base rental rate, the leasing policy addresses recovery of the costs incurred by the City for the provision of the following services: utilities (e.g. gas, electricity, water, trash, etc.), routine maintenance and minor repairs, custodial services and City security. However, the leasing policy does provide that a Tenant that will have exclusive use/occupation of the entire City facility and/or property *shall be solely responsible for all utilities, janitorial, security, and minor and routine interior and exterior maintenance of the facility or property*; and

WHEREAS, Angels for Sight, a non-profit organization, seeks City Council approval to enter into a five (5) year lease agreement with the City, beginning July 1, 2024, through June 30, 2029, for exclusive occupation of the entire property located at 920 North Alameda Street, Compton, California 90221 for the purpose of administrative offices and support services for their organization; and

Exclusive Indoor Square Footage	1,224 square feet
Exclusive Outdoor Square Footage	2,216 square feet
Total Exclusive Square Footage	**3,440 square feet**

WHEREAS, Angels wishes to provide approximately $62,462.50 in tenant improvements and request a reduction in the lease rental rate to One Dollar ($1.00) per year; management does not oppose this proposal, provided that tenant improvements are concluded within the first six (6) months of the agreement; and

WHEREAS, Angels request that the Council authorize leasing rental rate provisions different than required by the City's Leasing Policy; more specifically, a lesser rental amount of One Dollar ($1.00) per year for the term of the lease agreement, the decision to increase lease rental amounts and/or waive other requirements of the City's Leasing Policy is at the discretion of the City Council; and

WHEREAS, the City Council has the discretion of authorizing a lease agreement with Angels for Sight and choose among a number of options:

1. Authorize the City Manager to enter into a lease agreement with the Angels for Sight for the five (5) year term requested (or offer a lesser term) as follows:

    a. For the minimally recommended City policy rates (i.e. $1.00 per square foot for indoor space and $0.50 per square foot for outdoor space) of $2,332.00 per month for the total exclusive location.

Total cost - **Two Thousand Three Hundred Thirty-Two Dollars ($2,332.00) per month**, or Twenty-Seven Dollars and Nine Hundred Eight Four and Zero Cents ($27,984.00) per year.

b. For some other monthly rental rate.

_____ per month, or _____ per year.

2. Deny the request to enter into a lease agreement for this location by the Coalition for Humane Immigrant Rights.

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

Section 1. That the City Manager, upon the approval of the City Attorney, is authorized to enter into a five (5) year lease agreement, effective July 1, 2024, through June 30, 2029, with Angels for Sight for the exclusive use of approximately 3,440 square feet of space within the City-owned building located at 920 North Alameda Street, Compton, California 90221 for purposes of administrative offices and support services.

Section 2. That Angels for Sight shall be responsible for all utilities, janitorial, security, and minor and routine interior and exterior maintenance of the facility or property, and the rental rate for the five (5) year term of the lease agreement shall be:

a. For the minimally recommended City policy rates (i.e. $1.00 per square foot for indoor space and $0.50 per outdoor space) of $2,332.00 per month for the total exclusive location.

Total cost - **Two Thousand Three Hundred Thirty-Two Dollars ($2,332.00) per month**, or Twenty-Seven Dollars and Nine Hundred Eight Four and Zero Cents ($27,984.00) per year.

b. For some other monthly rental rate.

_____ per month, or _____ per year.

Section 3. That a certified copy of this Resolution shall be filed in the offices of the City Manager (City Security), City Clerk, City Controller, General Services and the City Attorney.

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) 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

LEASE AGREEMENT BETWEEN
CITY OF COMPTON
AND
ANGELS FOR SIGHT

This **LEASE AGREEMENT** is entered into by and between the **CITY OF COMPTON,** a municipal corporation of the State of California (hereinafter referred to as **"OWNER")** and **ANGELS FOR SIGHT** (hereinafter referred to as **"LESSEE"**), collectively, the "Parties."

RECITALS:

WHEREAS, the City of Compton (**"Owner"**), has under its jurisdiction certain real property located at **920 North Alameda Street, Compton, California 90221**; and

WHEREAS, on_____ the City Council adopted Resolution No. **_____,** which authorized the City Manager to enter into a lease agreement with the **ANGELS FOR SIGHT** ("Lessee") for a period of Five (5) years, commencing July 1, 2024, through June 31, 2029; and

NOW, THEREFORE, Owner and Lessee, for the consideration, terms and conditions herein described, mutually agree as follows:

WITNESSETH:

Section 1. Premises. The Owner, for and in consideration of the performance of the covenants and agreements hereinafter contained to be kept and performed by the Lessee and upon the following terms and conditions, hereby leases to the Lessee, and the Lessee hereby hires and takes of and from the Owner, those certain Premises situated in the City of Compton, County of Los Angeles, State of California, more particularly described as:

Compton Facility
920 North Alameda Street
Compton, California 90221

[The "Site"]

Lessee shall lease approximately 1,224 square feet of indoor office space and 2,216 of outdoor space at the location.

Total Exclusive Square Footage **3,440 square feet**

[The "Premises"]

The Premises are leased in "AS IS" condition and Lessee acknowledges that it has inspected and accepts the Premises in their present condition as suitable for the purpose for which the Premises are leased. Taking of possession by Lessee shall be conclusive to establish that the Premises are in good and satisfactory condition when possession is taken. Owner makes no warranties or representation as to the suitability of the Premises for Lessee's intended use, including without limitation, as to zoning, visibility, traffic count or any other factors.

Section 2. Term. This Lease shall be for a term of Five (5) years, commencing June 1, 2024, and shall terminate on May 31, 2029, unless extended or terminated as otherwise provided herein. This Lease shall supersede any previous Leases and/or agreements, written or oral.

Section 3. Rent. During the Lease term, the Lessee shall pay to Owner as rent for said Premises hereof the total sum of **Two Thousand Three Hundred Thirty-Two Dollars ($2,332.00) per month**, based on a rental rate of $1.00 per square foot for indoor space and $0.50 for outdoor space for exclusive use of the space. Lease payments shall be due in advance on the first day of each and every month of the term hereof. Any lease payment not received by the Owner by the tenth (10th) day of the month will be deemed late, and a late fee (penalty) in the amount of **Five Percent (5%)** will be charged.

Section 3. Rent. Owner agrees to reduce the rent to One Dollar and Zero Cents ($1.00) per year for the Lessee for a period of two (2) years, commencing July 1, 2024, and concluding on June 30, 2026. In consideration of this rent waiver, the Lessee agrees to complete tenant improvements to the facility within six (6) months.

All repairs must be completed to a professional standard and in compliance with all applicable laws, regulations, and building codes. The lessee agrees to complete the repairs by January 1, 2025. Upon completion, the Lessee shall notify the Owner, who will inspect the completed work. The rent waiver is contingent upon the tenant improvement quote of $62,462.50.

Exhibit A: Tenant Improvement Quote - $62,462.50

In the event that the Lessee fails to complete the repairs by the agreed completion date or if the repairs are not performed to a satisfactory standard, the rent waiver will be void, and the Lessee will be responsible for paying the full rent for the waived period retroactively. Additionally, the Owner may pursue other remedies available under this Lease or Law.

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On July 1, 2026, Lessee shall begin paying to Owner as rent for said Premises hereof the total sum of **Two Thousand Three Hundred Thirty-Two Dollars ($2,332.00) per month**, based on a rental rate of $1.00 per square foot for indoor space and $0.50 for outdoor space for exclusive use of the space. Lease payments shall be due in advance on the first day of each and every month of the term hereof. Any lease payment not received by the Owner by the tenth (10th) day of the month will be deemed late, and a late fee (penalty) in the amount of **Five Percent (5%)** will be charged.

Payments shall be remitted to:

General Services Department
205 South Willowbrook Avenue
Compton, California 90220
Attn: Director
Payable to: City of Compton
[Please identify your Lease Site on the payment]

[Lease Site: 920 North Alameda Street]

Section 4. Use of Premises. Lessee is entitled to use the Premises during normal building business days/hours (Mondays through Fridays, 7:00 a.m. to 6:00 p.m.), for the following purpose(s) only:

Administrative Offices and Support Services

Lessee shall not use the Premises for any other purposes without the prior written consent of the Owner. Lessee shall not use the Premises for residential purposes or for any commercial purposes not stated herein. Lessee shall not use the Premises for the storage of unusable equipment or property or for the rental or storage of any type of equipment not integral to the purposes of the program.

Section 5. Delivery of Premises. If Owner, for any reason, cannot deliver the Premises described above to Lessee at the commencement of the term hereof, Owner shall not be deemed to be in default hereunder, nor shall Owner be liable to Lessee for any loss or damage resulting directly or indirectly arising out of or resulting from such failure and Lessee at Lessee's option, may declare this Agreement to be null and void.

Section 6. Utilities and Other Services. Unless otherwise agreed by Owner in writing, Lessee shall, at its sole cost and expense, make arrangements for and pay for all utilities used by Lessee at or upon the Premises, including but not limited to electric, gas, water, sewer, trash disposal and any other utility charges in connection with the Lessee's use of the leased Premises and security. Prior

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written approval shall be required for the installation of any utility and/or service that will involve physical alteration of the Premises. Lessee shall reimburse Owner for the cost of repairing any and all damages to the Premises caused directly or indirectly by Lessee's utility or service provider, or its equipment.

Owner shall in no way be liable or responsible for any loss, damage or expense that Lessee may sustain or incur by reason of any change, failure, interference, disruption, or defect in the supply or character of the utilities and services supplied to Premises and/or Site, unless directly caused by the active negligence or willful misconduct of the Owner.

Section 7. Assignment and Subletting. Lessee agrees not to sublet the whole or part of the Premises, assign the Lease nor permit the use of the Premises by anyone other than the Lessee, its employees, business invitees, customers and patrons without in each case first securing the written consent of the Owner. Any attempted assignment or subletting of this Lease without the written consent of the Owner constitutes fraud and this Agreement shall be null and void.

Section 8. Alterations and Additions. Lessee shall not make any alterations or construct any additions or improvements in or on the Site and/or the Premises until the Owner has been provided with said plans and specifications for the project. Once the Owner has been provided with said plans and specifications, Owner shall have a fifteen (15) day minimum review period before granting Lessee approval or disapproval of the project in writing. Lessee shall, at the time of the request, specify if they desire to retain ownership and/or possession of the alteration, addition, or improvement subject to plan review by Owner at Lessee's expense.

Owner agrees that except for structural alterations, the Lessee may remove, during or at the expiration or other termination of the term of this Lease, or of any extension or holdover period thereof, as the case may be, personal property placed or installed in or upon the Site and/or the Premises by the Lessee or under its authority. Any personal property, improvements or additions not removed by Lessee within thirty (30) days after the end of the term, or any extension or holdover period thereof, shall automatically become the property of Owner.

Lessee shall repair any damage to the Site and/or the Premises caused by Lessee's installation and/or removal of its personal property, alterations, improvements or additions.

Lessee shall, at its sole cost and expense, be allowed to place its typical signage on the Building on the Site upon the Owner's advance written approval.

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Section 9. Repairs and Maintenance. Owner shall not be responsible to make any repairs or alterations to the Premises, and Lessee assumes any and all cost and liability for the repair and maintenance of the Premises leased herein, unless such repairs, alterations or maintenance are due to Owner's negligence or willful misconduct. Lessee agrees to repair any damage caused by Lessee, its employees, contractors, agents or invitees, negligently or otherwise, at its own expense, and maintain the Premises leased and to return said Premises to Owner in as good order, repair and condition as the same were in at the commencement of this Lease. Lessee must obtain prior written approval from the Owner prior to commencing any repairs to the leased Premises.

Lessee shall continue to maintain said Premises in good repair and tenable condition and in compliance with all health, safety and sanitation laws, ordinances and regulations of the State of California and local authorities throughout the term of the Lease.

Lessee agrees to keep Premises in good order and condition at their sole cost and expense. Lessee shall be responsible for the general maintenance and upkeep, custodial, janitorial, landscaping installation and maintenance, security, non-structural repair, and all other non-structural upkeep of the Premises that it occupies. All work done by Lessee on the Premises shall be done in a lawful manner and in conformity with all applicable laws, ordinances and regulations The Premises shall be kept free from any and all liens and charges on account of labor or materials used in contribution to any work thereon.

Unless otherwise required by law or expressly provided for within this Lease Agreement, Owner shall have no liability to Lessee for any condition on the Premises leased herein and Lessee agrees that it has inspected the same, knows the condition and takes this Lease with the Premises in its present condition. Lessee agrees to hold the Owner harmless from any and all liability arising out of or in connection with the use for the Premises leased here by the Lessee, its agents, employees business invitees, customers and patrons, except to the extent any such liability is attributable to Owner's negligence or willful misconduct.

Section 10. Insurance. Lessee shall furnish certificates of insurance, along with endorsements, issued to Owner substantiating the fact that it has taken out the specified insurance for the term covered by this Lease, or any extension or holdover period thereof, with an insurance carrier acceptable to the Owner under forms satisfactory to the Owner. Each certificate shall bear an endorsement precluding cancellation or reduction in coverage of any policy covered by such certificate except upon at least thirty (30) days prior written notice to Owner. It is agreed that Owner shall not be liable for the payment of any premiums or assessments on the insurance required.

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Lessee shall present evidence of required insurance and certificate of endorsement to Owner no later than the commencement date of this Lease and each and every lease year thereafter. The Lessee shall not occupy the Premises until the Owner has received and approved the required certification. ***Failure on the part of the Lessee to procure or maintain insurance shall constitute a material breach upon which the Owner may immediately terminate this Lease Agreement.***

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

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

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

c. **Fire and Casualty Insurance.** Lessee shall maintain fire insurance on such party's own equipment and property or to adequately self-insure the same. Lessee shall provide, or cause to be provided, and maintained at its sole cost property insurance in the amount of the value of the improvements on the Premises on a replacement cost basis. The property insurance shall insure against the perils of fire (with extended coverage), theft, vandalism, malicious mischief, collapse, flood, earthquake, windstorm and physical loss or damage. Owner will not keep improvements which are constructed or installed and owned by Lessee under the provisions of this Lease insured against fire or casualty, and Lessee will make no claim of any nature against Owner by reason of any damage to the business or property of Lessee in the event of damage or destruction by fire or other cause, arising other than from or out of negligence or willful misconduct of agents or employees of the Owner in the course of their employment.

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

(1) The City of Compton and its respective elected and appointed officers, officials, employees, agents and volunteers are to be named

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and covered as "additional insureds" with respect to liability arising out of the activities of the Lessee.

(2) The insurer waives all rights of subrogation against the City.

(3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City.

(4) Identify the leased Premises covered by the policy(ies) and the identity of the insured(s).

e. **Contractor's Insurance Requirements.** Lessee shall require that any contractors and subcontractors used to perform improvements/repairs to the building structure and Premises as provided in Sections 8 and 9 of this Lease Agreement to provide and maintain during the entire period of performing improvements/repairs the following programs of insurance:

(1) A policy of Commercial General Liability Insurance, inclusive of personal injury liability and broad form property damage coverage, in an amount not less than **One Million Dollars ($1,000,000.00)** per occurrence and **Two Million Dollars ($2,000,000.00)** general aggregate. The coverage shall be written on an occurrence basis. Claims made coverage is not acceptable.

(2) A program of Workers' Compensation Insurance and Employer's Liability Insurance in an amount and form to meet all applicable requirements of the State Labor Code and which specifically covers all persons providing services by or on behalf of the contractor and all risks to such persons.

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

(4) The Contractor(s) liability insurance policy(ies) shall be endorsed with the following language: The City and its respective elected and appointed officers, officials, employees, agents and volunteers are to be named and covered as "additional insureds" with respect to liability arising out of the activities of the contractor.

Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the Lessee and/or its contractors and subcontractors under the terms of the Lease Agreement. Lessee shall procure and maintain, at its own costs and expense, any additional kinds and amounts of insurance that, in its own judgment, may be necessary relating to Lessee's use of the Premises and improvement/repairs made to the Premises.

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Section 11. Losses. Owner shall not be responsible for losses or damage to personal property, equipment or materials of Lessee. Owner will not keep improvements which are constructed or installed and owned by Lessee under the provisions of this Lease insured against fire or casualty, and Lessee will make no claim of any nature against Owner by reason of any damage to the business or property of Lessee in the event of damage or destruction by fire or other cause, arising other than from or out of the gross negligence or willful misconduct of agents or employees of the Owner in the course of their employment.

Section 12. Damage or Destruction.

a. Termination of Lease. If the entire Premises or any material portion thereof are damaged or destroyed by earthquake or other violent action of the elements, or by fire or other casualty such that it is difficult or impossible for Lessee to continue operating its business thereon, then either Owner or Lessee may cancel this Lease as of the date of damage or destruction by delivering written notice to the other within thirty (30) days following the damage or destruction. If the Lease is cancelled, Lessee shall surrender the Premises and shall not be obligated for any further rental payment and Owner shall refund any unearned rent paid in advance by Lessee, calculated at a daily rate based on the regular monthly rental.

Repair of Premises. In the event of any lesser damage by casualty (other than that caused by or do the actions/inactions of the Lessee), Owner shall, at Owner's cost and expense, promptly repair the same to the extent Owner's insurance proceeds are made available to Owner therefor and provided that (a) such repairs, in Owner's reasonable good faith opinion, can be commenced within thirty (30) days of the event which necessitated the repair and restoration, unless it is not reasonably possible to commence repair and restoration within thirty (30) days from the date of such damage or destruction (without payment of overtime or other premiums) and (b) the cost of such repairs, in Owner's reasonable good faith opinion, will not exceed 50% of the then replacement cost of the Site. If Owner is not required to repair such damage or destruction, then Owner shall, within 30 days from the date of such damage or destruction, either (i) notify Lessee in writing of Owner's election to repair such damage or destruction, in which event Owner shall promptly repair the same, or (ii) notify Lessee in writing of Owner's election to immediately terminate this Lease, in which event this Lease is terminated effective as of the date of such damage or destruction. Lessee may terminate this Lease effective as of the date of any such damage or destruction if Lessee reasonably determines in its good faith opinion that such damage or destruction substantially impairs the satisfactory operation of the Lessee's operations by notifying Owner in writing of Lessee's election to terminate not later than 30 days after the date of such damage or destruction.

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Loss Caused by Lessee. If the Premises are wholly or partially damaged or destroyed as a result of the gross negligence or willful misconduct or omission of Lessee, Lessee shall forthwith diligently undertake to repair or restore all such damage destruction at Lessee's sole cost and expense. This Lease shall continue in full force and effect without any abatement or reduction in rent or other payments owed by Lessee, and this obligation of Lessee to repair or restore the Premises shall survive the cancellation of this Lease.

Exclusive Remedy. This Section 12 shall be Lessee's sole and exclusive remedy in the event of damage or destruction of the Premises, and Lessee waives and releases Lessee's rights under California Civil Code Section 1932 and 1933(4).

No damages, compensation or claim shall be payable by Owner for any inconvenience, any interruption or cessation of Lessee's business, or any annoyance, arising from any damage or destruction of all or any portion of the Premises.

Section 13. Hazard Materials. Lessee shall not use any Hazardous Materials in/or on Site or the Premises, except as necessary in the ordinary course of business and in full compliance with all Environmental Laws. Lessee will promptly notify Owner of any release or presence of any Hazardous Material in/on the Premises of which Lessee becomes aware.

a. Remediation. If Hazardous Materials are released at the Site and/or Premises by Lessee, its agents, employees, or contractors, then Lessee is solely responsible for the removal and/or remediation of any Hazardous Materials to the extent required by governmental authorities in compliance with applicable Environmental Laws.

b. Indemnification. Lessee shall indemnify and hold Owner harmless from and against any and all claims, actions, suits, proceedings, loss, liabilities, damages, fines, costs, or expense (including reasonable attorneys' fees, consultants' fees, investigation and laboratory fees, court costs, and litigation expenses), which arise from the presence of Hazardous Materials at the Site and/or Premises released by Lessee or its agents, employees, or contractors.

Section 14. Default. Lessee shall pay said rent to the Owner without deduction, default or delay. In the event of the failure of Lessee to do so, or in the event of a breach of any other terms, covenants or conditions herein contained on the part of Lessee to be kept and performed and if such default continues for a period of thirty (30) days after receipt of written notice from Owner to Lessee of such default, this Lease may be terminated. Owner may not terminate the Lease if (a) Lessee cures the default within the thirty (30) day period after notice of default is given, or (b) the default cannot reasonably be cured within thirty (30) days after notice of default is given, but Lessee reasonably commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure

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the default. In the event of termination of this Lease, it shall be lawful for Owner to reenter into and upon the Premises and every part thereof and to remove and store at Lessee's expense all property therefrom and to repossess and occupy the Premises. In addition thereto, Owner shall have such other rights or remedies as may be provided for by law.

Section 15. Holding Over. In case Lessee holds over beyond the term herein provided with the consent, express or implied, of the Owner, such tenancy shall be from month-to-month only, subject to the same terms and conditions of this Lease, but shall not be a renewal hereof. Such month-to-month tenancy shall be terminable on thirty (30) days written notice by either party to the other party.

Section 16. Cancellation Provision. Notwithstanding any other provisions contained herein, either party shall have the right to cancel this Lease, without cause, at anytime, upon thirty (30) days prior written notice to the other party.

Section 17. Owner's Access. Lessee agrees to permit the Owner or Owner's authorized agents, upon reasonable advance notice, free access to the Premises at all reasonable times for the purpose of inspection of the Premises or for making necessary alterations, improvements or major repairs.

Section 18. Discrimination. The Lessee herein covenants by and for itself, its heirs, executors, administrator, and assigns, and all persons claiming under or through it that this Lease is made, accepted and subject to the following conditions:

That there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, the leasing, subleasing, transferring, use, occupancy, tenure, enjoyment of the Premises herein leased nor shall the Lessee itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with referenced to the selection, location, number, use of occupancy, of Lessees or vendees in the Premises herein leased.

Section 19. Indemnification. Lessee shall indemnify and save harmless the Owner, its officials, officers, employees, agents and volunteers (collectively hereafter the "Owner"), against any and all damages to property or injuries to or death of any person or persons, and shall defend, indemnify and save the Owner from any and all liability and expense, including 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 in any way resulting from or arising out of Lessee's, its employees, contractors, agents or invitees negligent or intentional acts in or on the Premises, or from conduct of Lessee, its employees, contractors, agents or invitees practice or business from any activity, work or things done.

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

Section 20. Partnership Disclaimer. Lessee and any and all agents of Lessee shall act in an independent capacity and not as officers or employees of the Owner. Nothing herein contained shall be construed as constituting the parties herein as partners.

Section 21. Vacating Premises. Lessee shall, on the last day of said term or sooner termination of this Lease, peaceably and quietly leave, surrender and yield up to the Owner, the Premises in good order, condition and repair, reasonable use and wear thereof and damage by acts of nature, excepted.

Section 22. Compliance with Laws. Lessee shall at its sole cost and expense, comply with all the laws and requirements of all municipal, county, state and federal authorities now in force, or which may hereafter be in force pertaining to the Premises and use of the Premises as provided by this Lease.

Section 23. Easements and Right of Way. This Lease is subject to all existing easements and right of way. Owner further reserves the right to grant additional public utility easements as may be necessary and Lessee hereby consents to the granting of any such easements. The public utility will be required to reimburse Lessee for any damages suffered by Lessee caused by the construction work on the easement area.

Section 24. Parking Access. Unless specifically provided herein, if off-street parking is provided at the Site of the Premises, Lessee, its employees and invitees may have equal access to non-restricted/non-reserved parking spaces provided to all Lessees on a first-come, first-served basis.

Section 25. Relocation. Lessee acknowledges that Lessee, its employees, contractors, subordinates and assigns are not entitled to any Relocation Payment or Relocation Advisory Assistance due to their occupancy of the Premises.

Section 26. Failure to Perform. In the event of the failure, neglect or refusal of Lessee to do, or perform work, or any part thereof, of any act or thing in this Lease provided to be done and performed by Lessee, Owner shall, at its option, have the right to do and perform the same, and Lessee hereby covenants and agrees to pay Owner the costs thereof on demand.

Section 27. Binding on Successors. Each and all of the terms and agreements herein contained shall be binding upon and shall inure to the benefit of the successors in interest of the Owner, and wherever the context permits or requires the successors in interest to the Lessee.

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Section 28. Amendments. This Lease Agreement may be modified or amended only be written document executed by both Lessee and Owner'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 Lease Agreement.

Section 29. Waivers. A waiver by either party to this Agreement of any breach of any terms, covenants or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

Section 30. Governing Law and Severability. This Agreement shall be governed by and construed under the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles.

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

Section 31. Notices. All notices, demands or requests to be given under this Lease Agreement shall be given in writing and conclusively shall be deemed received when: (a) delivered personally, or (b) on the fifth (5th) business day after the deposit thereof in the United States mail, postage prepaid, and addressed as hereinafter provided, or (c) one business day after send by facsimile transmission.

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

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

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To LESSEE: **Angels for Sight**
2129 Long Beach Boulevard
Long Beach, California 90806
Attn: Lambert Adouki, Interim Director
(562) 810-2837
(310) 537-2100 – fax.

Section 32. Entire Agreement. This Lease and any exhibits or attachments hereto and incorporated herein constitute the entire agreement of Owner and Lessee. There are no agreements, terms, conditions or obligations other than those set forth herein.

This Lease shall supersede all previous communications, representations or agreements, either verbal or written between Owner and Lessee. This agreement may be modified only by written agreement signed by both Owner and Lessee.

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

ANGELS FOR SIGHT
LESSEE

By _____ **Dated:** _____
Lambert Adouki, Interim Director

CITY OF COMPTON/OWNER
Recommended for Approval:

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

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Approved by:

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

Approved as to form:

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

ATTEST:

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

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D3 Development Group

1215 N. Red Gum Suite L • Anaheim, CA 92806 • Phone: 714-858-0656

Angels for Sight
Phone: 562-810-2837

2129 Long Beach Blvd
Long Beach, CA 90806

Job Address:
920 N Alameda St
Compton, CA 90221

Print Date: 9-13-2023

Proposal for Angels for Sight - Compton

Prepared by: Jeff@D3DevelopmentGroup.com

This bid submittal includes all labor, materials, equipment and site supervision required to install as specified for the above referenced project.
D3 Development Group is a licensed and insured contractor in the state of California.
D3 Development Group carries the following classifications for all your construction needs.

Lic # 1050432

- B GENERAL BUILDING CONTRACTOR
- C10 ELECTRICAL
- C15 FLOORING
- EPA LEAD-SAFE CERTIFIED - NAT-F222049-1

Exterior

Items	Description	Price
Install - Lighting	Remove (4) existing exterior lights and replace with new LED flood lights Install (2) new LED flood lights at front of building	$1,575.00
Demo - Labor	Remove tiles at front of building at right and left side of entry door Patch as necessary	$2,250.00
Exterior Walls - Stucco	Repair existing stucco at front of builing around front door New stucco at front of building where tile was removed to match existing	$3,375.00
Exterior Walls - Paint	Paint stucco and block at front and left side of building enterance Excludes painting over mural at right and back side of building	$3,750.00
Paint - Commercial	Pressure wash concrete entrance at front of building Paint approx. 60 sf of concrete entrance with Porch and Floor Paint Color tbd	$525.00

Items	Description	Price
6600 - Landscaping	Remove bush at front of building Haul away Trim trees throughout property; property line only Haul away	$11,050.00
6600 - Landscaping	Add black wood mulch at front of building; approx. 200 sf	$300.00
Signage	Remove existing sign and address at front of building Supply and install new 'Angels for Sight' sign Price for sign and installation not to exceed $1500	$2,550.00
Add Alternate	**Add Alternate** Parking Lot Repair	$0.00
Doors and Hardware	Remove existing front entry door Haul away Supply and install new entry door 72 in. x 80 in. Classic Left-Hand Inswing 6-Panel Painted Fiberglass Smooth Prehung Front Door with Brickmould Includes hardware and paint	$8,250.00

Exterior Total: **$33,625.00**

Interior

Items	Description	Price
-Paint Walls/Ceilings	Paint interior walls and ceiling; excludes 'hand print' wall Dunn Edwards Suprema Color tbd	$8,250.00
Paint Doors/Trim	Patch and paint (8) interior doors	$3,600.00
Demo - Trash/Haulaway	Remove trim at back "kitchen" door; replace molding Remove (2) pantry cabinets and 10'6" of upper cabinets	$825.00
Cabinetry	Supply and install (3) Prepac Elite 32 in. Wood Laminate Cabinet in White Supply and install (1) Prepac Wood Freestanding Garage Cabinet in White (32 in. W x 65 in. H x 16 in. D) Supply and install (2) Prepac Wood Freestanding Garage Cabinet in White (32 in. W x 65 in. H x 16 in. D) in exam room #1 Install (1) SystemBuild Lonn 23.7 in. x 75 in. x 15.39 in. 5 Shelves Freestanding Utility Storage Cabinet in White at area by water heater	$2,775.00
Paint & Supplies	Safe off countertop and paint (2) areas of lower cabinet	$750.00
Misc. - Materials	Remove existing wall shelving in exam room #2 Patch wall as necessary Install (1) Prepac Composite Wall Mounted Garage Cabinet in White (32 in. W x 30 in. H x 12 in. D)	$262.50
Lighting - 6" LED Can Light	Change (26) existing can lights to 6" remodel LED can lights	$7,800.00
Bathroom - Toilet	Remove toilet in mens and womens restroom Haul away Install (2) new toilets; includes new shut off valves Price for toilet not to exceed $250 each	$1,350.00

Items	Description	Price
Bathroom - Vent Fan	Remove existing exhaust fans in mens and womens restroom Haul away Supply and install (2) new exhaust fans Price not to exceed $150 each	$900.00
Bathroom - Drywall	Repair drywall in mens restroom Replace tile base cove with owner supplied tile	$525.00
Kitchen - Sink	Remove existing kitchen sink Haul away Adjust plumbing to move new sink to corner of room Includes Glacier Bay All-in-One Stainless Steel 24 in Laundry Sink with Faucet and Storage Cabinet in White	$1,800.00

Interior Total: **$28,837.50**

Unassigned

Items	Description	Price
Exclusions	**EXCLUSIONS** All items not specifically listed are not part of this proposal	$0.00

Unassigned Total: **$0.00**

Total Price: $62,462.50

- **TERMS AND CONDITIONS**

1. Owner's Responsibilities: Owner is responsible to supply water, gas, sewer, and electrical utilities unless otherwise agree to in writing. Electricity and water to the site is necessary. Owner agrees to allow and provide Contractor and his equipment access to the property. Unless specifically included the owner is responsible for moving Owner's property around the installation site. The owner is responsible for having sufficient funds to comply with this agreement.

2. Delays: Contractor agrees to start and diligently pursue work through to completion, but shall not be responsible for delays for any of the following reasons: acts of neglect or commission of Owner or Owner's employees or Owner's agent, acts of God, stormy or inclement weather, strikes, lockouts, boycotts or other labor union activities, extra work ordered by Owner, acts of public enemy, riots or civil commotion, inability to secure material through regular recognized channels, imposition of Government priority or allocation of materials, failure of Owner to make payments when due, or delays caused by inspect or changes ordered by inspectors of authorized Government bodies, or for acts of indented Contractors, or other causes beyond Contractor's reasonable control.

3. Plans and Specifications: If plans and specifications are prepared for this job, they shall be attached to and become a part of the agreement. Owner will pay assessments and charges required by public bodies and utilities for financing or repairing the cost of sewers, storm drains, water service, other utilities, water hook-up charges and the like.

4. Price Increase in Materials: Material prices are subject to change if pricing increases by more than 15% during the duration of the job.
_____ Owners Initials

5. Subcontracts: The Contractor may subcontract portions of this work to properly licensed and qualified subcontractors.

6. Completion and Occupancy: Owner agrees to sign and record a notice of completion within five days after the project is complete and ready for occupancy. If the project passes final inspection by the public body, but Owner fails to record Notice of Completion, then Owner herby appoints Contractor as Owner's agent to sign and record a Notice of Completion on behalf of Owner. This agency is irrevocable and is an agency coupled with an interest. In the event the Owner occupies the project or any part thereof before the Contractor has received all payments due under this contract, such occupancy shall continue full and unqualified acceptance of all the Contractor's work by the Owner and the Owner agrees that such occupancy shall be a waiver of any and all claims against the Contractor, except claims arising from (a) liens, (b) disputes and unresolved matters between the Owner and Contractor arising out of or relating to the Contract, (c) failure of the Work to comply with the requirements of the Contract Documents, or (d) terms of special warranties required by the Contract Documents.

7. Insurance and Deposits: Owner will procure at his own expense and before the commencement of any work hereunder, fire insurance with course of construction, vandalism and malicious mischief clauses attached, such insurance to be a sum at least equal to the contract price with loss, if any, payable to any beneficiary under any deed of trust covering the project, such insurance to name the Contractor and his subcontractors as additional insured, and to protect Owner. Contractor and his subcontractors and construction lender as their interests may appear; should Owner fail to do so, Contractor may procure such insurance as agent for and at the expense of Owner, but is not required to do so. If the project is destroyed or damaged by disaster, accident, or calamity, such as fire, storm, earthquake, flood, landslide, or by theft or vandalism, any work done by the Contractor rebuilding or restoring the project shall be paid by the Owner as extra work. Contractor shall carry Worker's Compensation Insurance for the protection of Contractor's employees during the progress of the work. Owner shall obtain and pay for insurance against injury to his own employees and persons under Owner's discretion and persons on the job site at Owner's invitation. Contractor will obtain and maintain a commercial general liability insurance policy in a form satisfactory to Owner. Contractor will name Owner as an additional insured on Contractor's commercial general liability insurance policy, if requested. Prior to commencement of the work, Contractor shall provide to Owner certificates and endorsements identifying Owner as an additional insured under the insurance policy identified in and required by this paragraph.

8. Right to Stop Work: Contractor shall have the right to stop work if any payment shall not be made, when due, to the Contractor under this agreement; Contractor may keep the Job idle until all payments due are received. Such failure to make payment, when due, is a material breach of this Agreement.

9. Clean Up: Contractor will remove from Owner's property debris and surplus materials created by his operation and leave it in a neat and broom clean condition.

10. Validity and Damages: In case one or more of the provisions of this Agreement or any application thereof shall be invalid, unenforceable or illegal, the validity, enforceability and legality of the remaining provisions and any other applications shall not in any way be impaired thereby. Any damages for which Contractor may be liable to Owner shall not, in any event, exceed the cash price of this contract.

11. Asbestos, Lead, Mold, and other Hazardous Materials: Owner hereby represents that Owner has no knowledge of the existence on or in any portion of the premises affected by the Project of any asbestos, lead paint, mold (including all types of microbial matter or microbiological contamination, mildew, or fungus), or other hazardous materials. Testing for the existence of mold and other hazardous materials shall only be performed as expressly stated in writing. Contractor shall not be testing or performing any work whatsoever in an area that is not identified in the Scope of Work. Unless the contract specifically calls for the removal, disturbance, or transportation of asbestos, polychlorinated biphenyl, mold, lead paint, or other hazardous substances or materials, the parties acknowledge that such work requires special procedures, precautions, and/or licenses. Therefore, unless the contract specifically calls for the same, if Contractor encounters such substances, Contractor shall immediately stop work and request the Owner to obtain a duly qualified asbestos and/or hazardous material contractor to perform the work or Contractor may perform the work itself at Contractor's option. Said work will be treated as an extra under this contract, and the Contract Term setting forth the time of completion of the project may be delayed. In the event that mold or microbial contamination is removed by Contractor, Owner understands and agrees that due to the unpredictable characteristics of mold and microbial contamination, Contractor shall not be responsible for any recurring incidents of mold or microbial contamination appearing in the same or adjacent locations, after the completion of the work performed by Contractor. Owner agrees to hold Contractor harmless, and shall indemnify Contractor harmless for any recurrence of mold or microbial contamination. Owner also agrees that Contractor shall not be responsible, and agrees to hold Contractor harmless and indemnify Contractor, for the existence of mold or microbial contamination in any area that Contractor was not contracted to test and/or remediate. Further, Owner is hereby informed, and herby acknowledges, that most insurers expressly disclaim coverage for any actual or alleged damages arising from mold or microbial contamination. Contractor makes no representations whatsoever as to coverage of mold contamination, though at Owner's additional expense, if requested in writing, Contractor will inquire as to the availability of additional coverage for such contamination or remediation, and if available, will obtain such coverage if the additional premium is paid for by the Owner as an extra.

12. Standards of Materials and Workmanship: Contractor shall use and install "standard grade" or "builder's grade" materials on the project unless otherwise stated in the Scope of Work, the plans, and/or specifications provided to Contractor prior to the execution of this Agreement. Unless expressly stated in the Scope of Work, Contractor shall have no liability or responsibility to restore or repair the whole or any part of the

premises affected by the work of Contractor to be performed herein or by any subsequently agreed upon change order, including as and illustration and not as limitation, any landscaping, sprinkler system, flooring and carpet, wall coverings, paint, tile, and or decorator items.

13. Changes in Work: Should the Owner, construction leader, or any public body or inspector direct any modification or addition to the work covered by the contract, the contract price shall be adjusted accordingly. The change in the Contract Price caused by such Contract Change Order shall be as agreed to in writing, or if the parties are not in agreement as to the change in Contract Price, the Contractor's actual cost of all labor, equipment, subcontracts, and materials plus Contractor's fee of 20% shall be the change in Contract Price. The Contract Change Order may also increase the time within which the contract is to be completed. Contractor shall promptly notify the Owner of (a) subsurface or latent physical conditions at the site differing materially from those indicated in the contract, or (b) unknown physical conditions differing materially for those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. Any expense incurred due to such conditions shall be paid for by the Owner as added work. Project consultants or city officials shall be deemed as agents of the owner and as such any modifications or additions to the work required by the owner's agents shall be compiled with any additional costs which shall be the responsibility of the owner.

13a: Note about Extra Work and Change Orders: Extra work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of any work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subcontracted from the contract, and the effort the order will have on the schedule of progress payments. You, the buyer, may not require a contractor to perform extra or change order work without providing written authorization prior to the commencement of any work covered by the new change order. Extra work or a change order is not enforceable against a buyer unless the change order identifies all the following in writing prior to the commencement of any work covered by the new change order: (1) The scope of work encompassed by the order, (2) The amount to be added or subtracted from the contract; and (3) The effect the order will make in the progress payments or the completion date. The contractor's failure to comply with the requirements of this paragraph does not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment.

14. **Permits and Fees**: Owner is advised that any and all permits relating to the work that D3 Development Group will be performing is the complete responsibility of the property owner or owner's agent. All necessary inspection services, fees, and permits are the sole responsibility of the owner.

15. Attorney Fees: In the event that legal action is instituted in order to interpret or enforce any provision contained in the Contract, the prevailing party to such action shall be entitled, in addition to any other remedy available by applicable law or the Contract, to an award as and for any attorney fees, expert witness fees, or any other costs normally associated with such an action, in an amount that will compensate said prevailing party for any actual attorney fees, expert fees or other such costs incurred in good faith. Said award shall be entered separately or as a portion of the award of a judge in any such action.

16. Contractor License Requirements: Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a latent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

17. Photo Release Disclaimer: I hereby grant D3 Development Group permission to use my "Property" in a photograph, video, or other digital media ("photo") in any and all of its publications, including web-based publications, without payment or other consideration. I understand and agree that all photos will become the property of D3 Development Group and will not be returned. I hereby irrevocably authorize D3 Development Group to edit, alter, copy, exhibit, publish, or distribute these photos for any lawful purpose. In addition, I waive any right to inspect or approve the finished product wherein my "Property" appears.

Additional Construction Notes:

- **Due to the nature of the work (fluctuating material costs, supply chain outages and city/county permitting requirements), prices are subject to change.**

Contract Exclusions:

- Moving of owners items.
- Providing traffic control services.
- Permit costs and/or special inspectors which may be required by the issuing building department. Engineering drawings, surveying, utilities under and around the structure that may have to be removed or replaced, cosmetic finishes, and insurance

premiums exceeding our policy limits of $1,000,000/ $2,000,000 and bond premiums.

Payment Schedule:

- "**Basic Payment Schedule**" is as follows: Contract Deposit 10% of the proposal amount or $1,000.00 which ever is less by California Contract Code. Mobilization Payment of 20% of contract price due on first day of project start. Balance of payments owed will be split in equal payments based on project schedule duration with a 5% retention fee to be paid at completion and sign off of project.
- Terms of payment are defined in the "Price Breakdown" section and are specific to this contract. All payments must be made to D3 Development Group within 30 days of completion of this contract. Completion, for purposes of this agreement, is defined as the point at which labor and materials have been furnished and installed. All payments must be made to D3 Development Group 1215 N. Red Gum St. Suite L Anaheim, CA 92806. If the Purchaser or Owner fails or delays in making any scheduled payments, D3 Development Group may suspend the fulfillment of its obligations hereunder until such payments or made, or D3 Development Group may be relieved of its obligations hereunder if payment is more than 30 days past due. D3 Development Group may use all remedies available under current laws, including but not limited to filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.
- If architectural, design, structural engineering and/or geotechnical engineering are part of the scope, these fees would also be required upon acceptance of the proposal.
- Progress Payments will be submitted as necessary upon work completed and duration of project with a schedule of values.
- Project balance due upon completion of project.
- ***Client acknowledges that projects will be obligated to progress billing and payments. Client will further pay service charge of 1-1/3% per month (16% per annum) if account is 30 or more days past due. Client would pay D3 Development Groups attorney's fees and costs to collect or enforce this contract if payments are not received within terms of this contract.

Right to Cancel

- You may cancel this transaction, without penalty or obligation, within three business days from proposal acceptance.
- If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instruments executed by you will be returned within 10 business days following receipt by D3 Development Group of your cancelation notice and any security interest arising out of the transaction will be canceled.
- To cancel this transaction, mail or deliver a signed and dated copy of this cancelation notice or any other written notice, to D3 Development Group, Seller, at 1215 N. Red Gum St., Suite L, Anaheim, CA 92806 no later than midnight of the 3rd day following the date of acceptance.
- Pricing Valid for 30 days from date of quotation. All pricing is based upon the current costs of materials and straight-time labor rates relative to a mutually agreed upon schedule. If the proposal is accepted after the 30 days a new proposal will be supplied with updated product/service pricing. Prices subject to change.

Limited Warranty

- **Exclusions From This Warranty** – This Warranty does not cover and Contractor specifically disclaims liability for: 1) sound and noise complaints; 2) property damage caused by Customer's negligence, misuse, abuse, or alteration; 3) dust incidental to construction; 4) damage to personal property of any type; 5) utility line breakage; 6) damage caused by mold; 7) failure or delay in performance or damage caused by acts of God (flood, fire, storm, methane gas, etc.), acts of civil or military authority, or any other cause outside of its control; 8) damage done during a lifting operation; 9) basement water seepage; 10) heave or any damages caused by it; and 11) damage caused by lateral movements and forces of hillside creep, land sliding or slumping of fill soils of deep embankments.
- **Customer's Responsibility** – Customer is responsible for: 1) making full payment upon completion of the work; 2) making available the work area for construction; 3) any items mentioned in the Contract under Additional Notes.

Notice of Commercial Liability Insurance (CGL)

D3 Development Group carries Commercial General Liability Insurance written by Mt.Hawley Insurance Company.
You may call the insurance company by phone at 888-745-0002 ext 2. You may also contact Steve Daniels by email at customerservice@preferredamerican.com.

Worker's Compensation Insurance
D3 Development Group carries worker's compensation insurance as required by law.

MECHANIC'S LIEN WARNING
Anyone who helps improve your property, but who is not paid, may record what is called a mechanic's lien on your property. A mechanic's lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder. Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanics' liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit.
To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a "Preliminary Notice." This notice is not a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid.
BE CAREFUL. The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your contractor before you have received the Preliminary Notice.
You will not get Preliminary Notices from your direct contractor or from laborers who work on your project. The law assumes that you already know they are improving your property. PROTECT YOURSELF FROM LIENS. You can protect yourself from liens by getting a list from your contractor of all the subcontractors and material suppliers that work on your project. Find out from your contractor when these subcontractors started work and when these suppliers delivered goods or materials. Then wait 20 days, paying attention to the Preliminary Notices you receive.
For other ways to prevent liens, visit the California State License Board's (CSLB) Internet Website at *www.cslb.ca.gov* or call CSLB at 800-321-CSLB (2752).
REMEMBER, IF YOU DO NOTHING, YOU RISK HAVING A LIEN PLACED ON YOUR HOME. This can mean that you may have to pay twice, or face the forced sale of your home to pay what you owe.

ARBITRATION OF DISPUTES
Arbitration of Disputes: Any controversy or claim arising out of or related to this contract, or breach thereof, shall be settled by binding arbitration in accordance with the construction industry arbitration rules of the American arbitration association, and judgment upon the award rendered by the arbitration may be entered in any court having jurisdiction thereof. Claims within the monetary limit of the small claims court shall be litigated in such court at the request of either party, so long as both parties limit their right to recovery to the jurisdiction of the small claims court.
Any claim filed in small claims court shall not be deemed to be a waiver of the right to arbitrate, and if a counter-claim in excess of the jurisdiction of the small claims court is filed in the municipal or superior court, then the party filing in small claims court may demand arbitration pursuant to this paragraph.
Notice: By initialing in the space below you are agreeing to have any dispute arising out of the matters included in the "Arbitration of Disputes" provision decided by neutral arbitration as provided by California law, and you are giving up any rights you might possess to have the dispute litigated in a court or jury trial. By initialing in the space below you are giving up judicial rights to discovery and appeal, unless those rights are specifically included in the "Arbitration of Disputes" provision. If you refuse to submit to arbitration after agreeing to this provision, you may be compelled to arbitrate under the authority of the business and professions code or other applicable laws. Your agreement to this arbitration provision is voluntary.

We have read and understand the foregoing and agree to submit disputes arising out of the matters included in the "Arbitration of Disputes" provision to neutral arbitration.
I agree to arbitration: X_____ I agree to arbitration: X_____
Owner/Owner representative

_____Contractor

In the event that contractor and owner have not each initialed the arbitration provision above, then it shall be conclusively agreed without a subsequent written agreement by all parties, that neither party agrees to arbitrate nor the arbitration of disputes provision shall not be deemed to be a part of this agreement.

Confidentiality and Disclaimer - This proposal and any accompanying documents are strictly confidential. Recipients must not disclose any written or verbal information provided to them in this proposal and/or any other documents or findings to any third party, without the prior written consent of an authorized D3 Development Group representative.

Appreciation: The team at D3 Development Group (D3 or "the Contractor") thanks you for the opportunity to be of service. Please take the time to read the contract in its entirety including the terms and conditions. By approving this contract, you agree to all terms and conditions contained herein. Many of thse terms are required by the State of California including the requirement to have an electronically approved or physically signed contract prior to starting work on the Project.

I confirm that my action here represents my electronic signature and is binding.

Signature: _____

Date: _____

Print Name: _____

CLINIC HISTORY

PROVIDING VISION CARE FOR THE COMMUNITY OF COMPTON SINCE 2007

Angels for Sight (AFS) was incorporated in 2004 and officially opened its first clinic in Compton, California in February of 2007.

The organization was awarded use of the existing building by the city of Compton at 920 North Alameda for a nominal fee because the building was uninhabitable and required extensive renovation in order to be certified for occupancy.

AFS funded the full cost of the renovation ($75,000) to bring the building up to code in 2006.

The **AFS vision clinic in Compton** has been providing vision services onsite, hosting multiple vision-focused community fairs and veteran events dispensing eyeglasses at the location until the building experienced sewage problems and extensive damage during the winter storms in the Fall 2022 and Winter 2023.









Angels for Sight
Better Vision for a Brighter Future.

AFS EXPANSION



In 2022 working with Senator Steven Bradford's office, the **AFS** team developed a Budget Allocation Request for the creation of a new **Long Beach AFS Vision Clinic. Senator Bradford** presented the request to the Governor's Office on behalf of **AFS.**

The organization received the Budget Allocation from the State of California in 2023. This Allocation was expressly earmarked for the establishment of the new vision clinic location in Long Beach. Construction of the new **AFS Vision Clinic in Long Beach** is nearing completion.

When the **Angels for Sight Vision Clinic** opens in Long Beach and the existing Clinic in Compton reopens they will be staffed be doctors from the **Marshall B. Ketchum University - Southern California College of Optometry** which will provide an excellent level of vision care for the members of both communities.

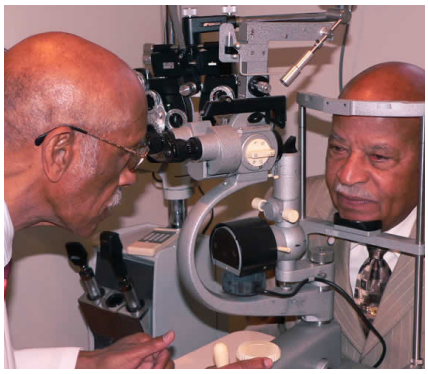
Marshall B.
KETCHUM UNIVERSITY
Southern California College of Optometry



Angels for Sight
Better Vision for a Brighter Future.

SERVING COMPTON

Patients utilizing the services of the new clinic location and the existing **AFS** clinic in the **City of Compton** are referred through the court system, local schools, community hospitals, shelters, drug programs, community-based organizations including other health clinics, religious organizations and city departments and council members, as well as through word of mouth from **AFS** patients.



AFS is currently able to operate in the **City of Compton** because the city is providing the building from which **AFS** can provide vision care screenings and free glasses to its clients.

In exchange for extension of the lease for the same nominal fee, **AFS** is willing to cover the costs to renovate the building making all the necessary repairs so the **AFS Vision Clinic in Compton** can resume operations and continue to provide vision care to the members of the Compton community at no cost.

The proposed renovation of the building, along with other upgrades and the purchase of new optical equipment will allow **AFS** to not only resume services onsite, but to expand the clinic operating hours to better serve the needs of the community through the new partnership with the **Marshall B. Ketchum University - Southern California College of Optometry.**



AFS will also agree to cover the cost of regular maintenance of the building during the term of the new lease.

The **AFS Board** and all the organization's supporters are looking forward to the re-opening of the **Compton Angels for Sight Vision Clinic.**

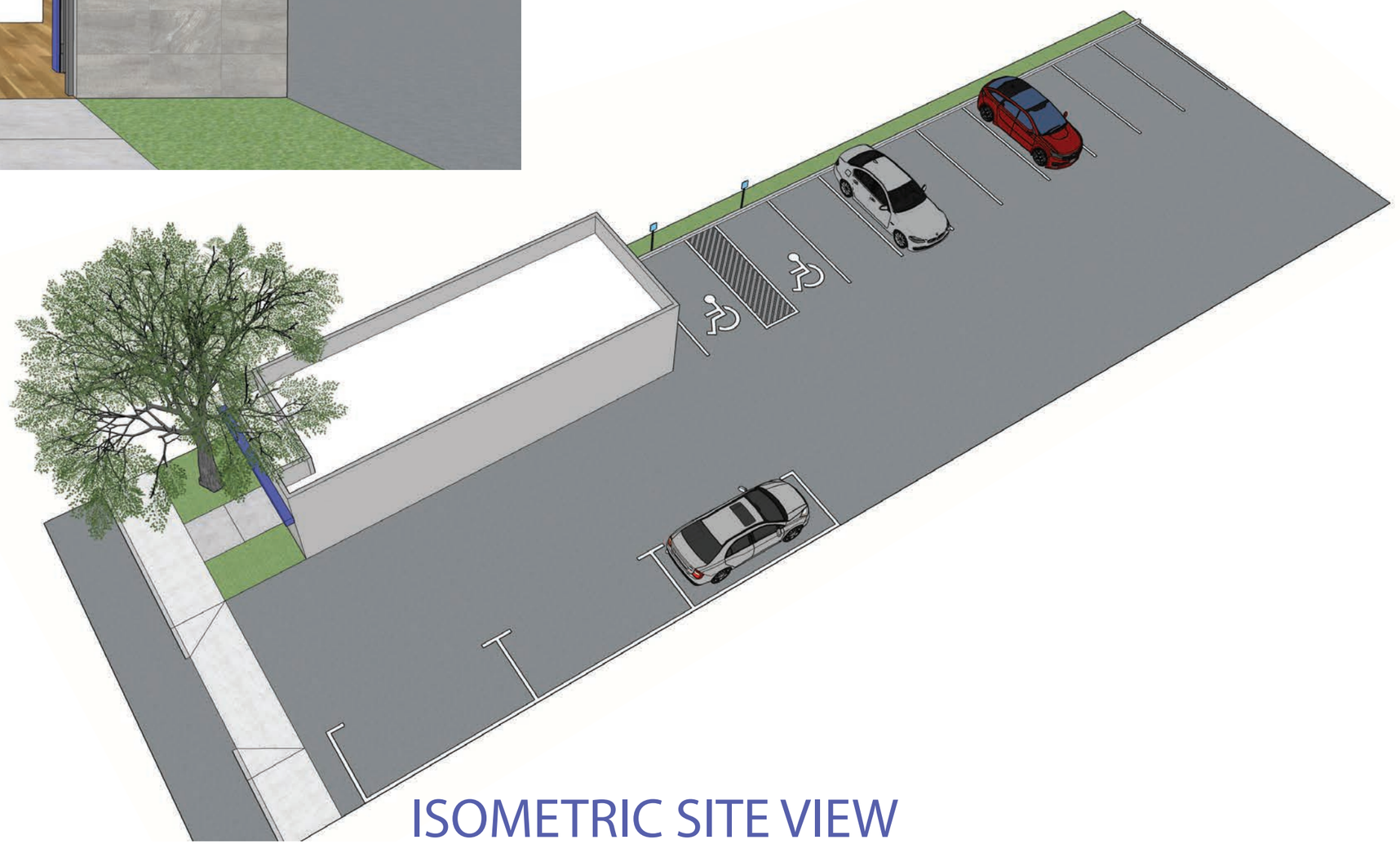
The underserved members of the community including kids, families, seniors and veterans will all have **"A Brighter Future through the Better Vision"** that the **Angels for Sight Vision Clinic** will provide.

Angels *for* Sight

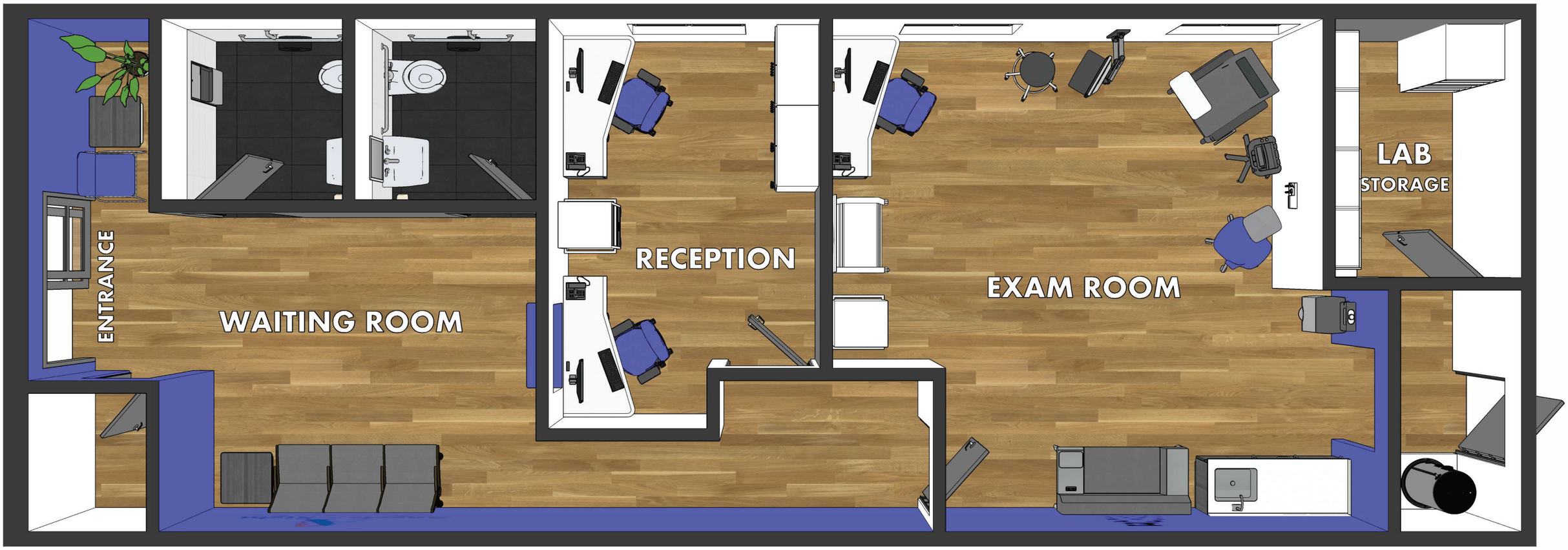
Better Vision for a Brighter Future.



FRONT ENTRY

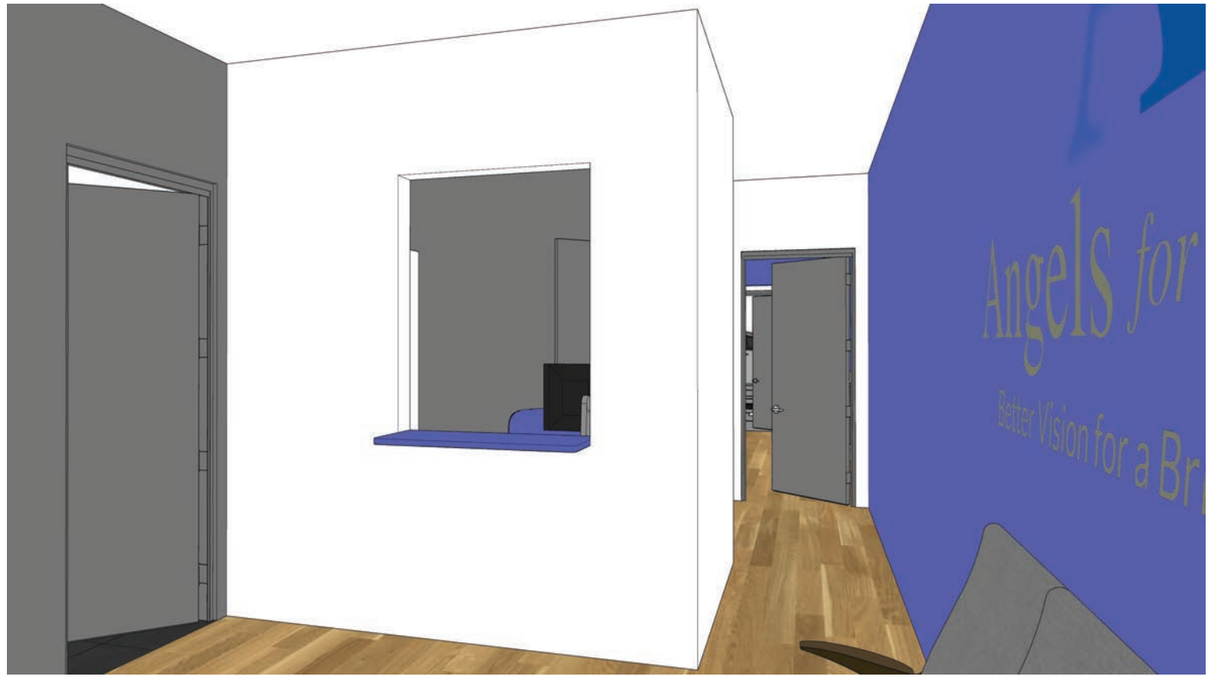


ISOMETRIC SITE VIEW



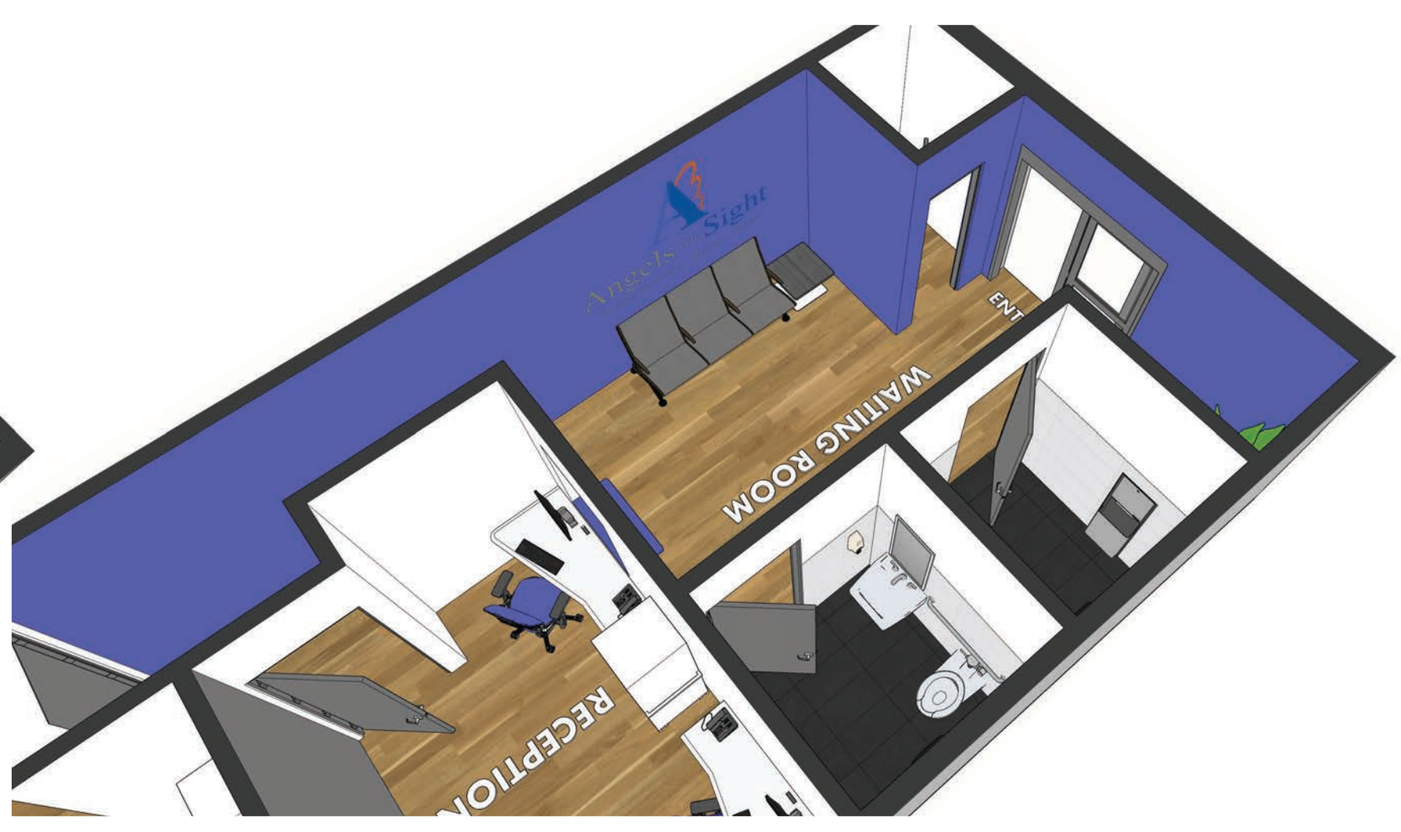
FLOOR PLAN





WAITING ROOM






E
F P
T O Z
L P E D
P E C F D
E D F C Z P


E
F P
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L P E D
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F E L O P Z D
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EXAM ROOM


EXAM ROOM


EXAM ROOM

SECTION VIEW A

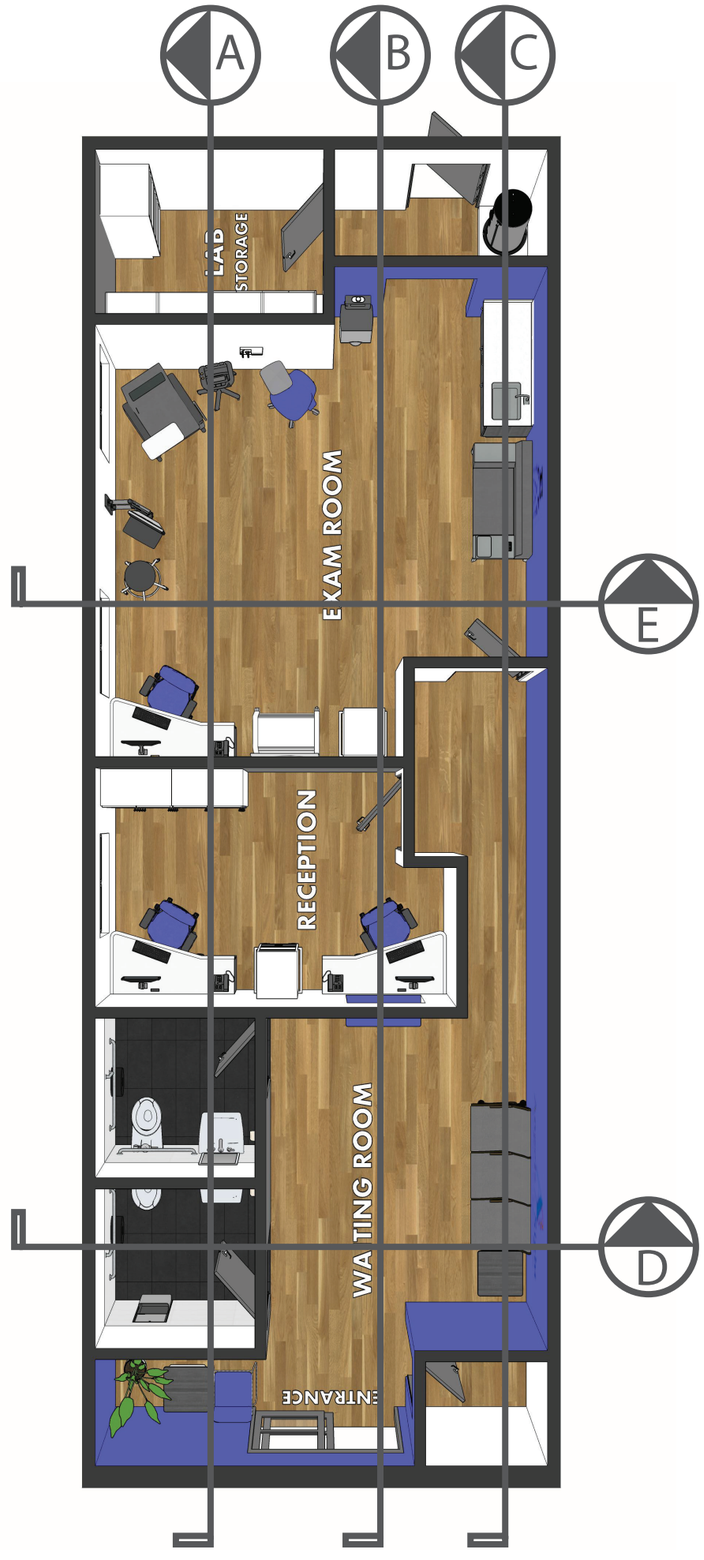


SECTION VIEW B



SECTION VIEW C





SECTION VIEW D



WAITING ROOM/BATHROOMS

SECTION VIEW E



EXAM ROOM

D3 Development Group

1215 N. Red Gum Suite L • Anaheim, CA 92806 • Phone: 714-858-0656

Angels for Sight
Phone: 562-810-2837

2129 Long Beach Blvd
Long Beach, CA 90806

Job Address:
920 N Alameda St
Compton, CA 90221

Print Date: 9-13-2023

Proposal for Angels for Sight - Compton

Prepared by: Jeff@D3DevelopmentGroup.com

This bid submittal includes all labor, materials, equipment and site supervision required to install as specified for the above referenced project.
D3 Development Group is a licensed and insured contractor in the state of California.
D3 Development Group carries the following classifications for all your construction needs.

Lic # 1050432

- B GENERAL BUILDING CONTRACTOR
- C10 ELECTRICAL
- C15 FLOORING
- EPA LEAD-SAFE CERTIFIED - NAT-F222049-1

Exterior

Items	Description	Price
Install - Lighting	Remove (4) existing exterior lights and replace with new LED flood lights Install (2) new LED flood lights at front of building	$1,575.00
Demo - Labor	Remove tiles at front of building at right and left side of entry door Patch as necessary	$2,250.00
Exterior Walls - Stucco	Repair existing stucco at front of builing around front door New stucco at front of building where tile was removed to match existing	$3,375.00
Exterior Walls - Paint	Paint stucco and block at front and left side of building enterance Excludes painting over mural at right and back side of building	$3,750.00
Paint - Commercial	Pressure wash concrete entrance at front of building Paint approx. 60 sf of concrete entrance with Porch and Floor Paint Color tbd	$525.00

Items	Description	Price
6600 - Landscaping	Remove bush at front of building Haul away Trim trees throughout property; property line only Haul away	$11,050.00
6600 - Landscaping	Add black wood mulch at front of building; approx. 200 sf	$300.00
Signage	Remove existing sign and address at front of building Supply and install new 'Angels for Sight' sign Price for sign and installation not to exceed $1500	$2,550.00
Add Alternate	**Add Alternate** Parking Lot Repair	$0.00
Doors and Hardware	Remove existing front entry door Haul away Supply and install new entry door 72 in. x 80 in. Classic Left-Hand Inswing 6-Panel Painted Fiberglass Smooth Prehung Front Door with Brickmould Includes hardware and paint	$8,250.00

Exterior Total: **$33,625.00**

Interior

Items	Description	Price
-Paint Walls/Ceilings	Paint interior walls and ceiling; excludes 'hand print' wall Dunn Edwards Suprema Color tbd	$8,250.00
Paint Doors/Trim	Patch and paint (8) interior doors	$3,600.00
Demo - Trash/Haulaway	Remove trim at back "kitchen" door; replace molding Remove (2) pantry cabinets and 10'6" of upper cabinets	$825.00
Cabinetry	Supply and install (3) Prepac Elite 32 in. Wood Laminate Cabinet in White Supply and install (1) Prepac Wood Freestanding Garage Cabinet in White (32 in. W x 65 in. H x 16 in. D) Supply and install (2) Prepac Wood Freestanding Garage Cabinet in White (32 in. W x 65 in. H x 16 in. D) in exam room #1 Install (1) SystemBuild Lonn 23.7 in. x 75 in. x 15.39 in. 5 Shelves Freestanding Utility Storage Cabinet in White at area by water heater	$2,775.00
Paint & Supplies	Safe off countertop and paint (2) areas of lower cabinet	$750.00
Misc. - Materials	Remove existing wall shelving in exam room #2 Patch wall as necessary Install (1) Prepac Composite Wall Mounted Garage Cabinet in White (32 in. W x 30 in. H x 12 in. D)	$262.50
Lighting - 6" LED Can Light	Change (26) existing can lights to 6" remodel LED can lights	$7,800.00
Bathroom - Toilet	Remove toilet in mens and womens restroom Haul away Install (2) new toilets; includes new shut off valves Price for toilet not to exceed $250 each	$1,350.00

Items	Description	Price
Bathroom - Vent Fan	Remove existing exhaust fans in mens and womens restroom Haul away Supply and install (2) new exhaust fans Price not to exceed $150 each	$900.00
Bathroom - Drywall	Repair drywall in mens restroom Replace tile base cove with owner supplied tile	$525.00
Kitchen - Sink	Remove existing kitchen sink Haul away Adjust plumbing to move new sink to corner of room Includes Glacier Bay All-in-One Stainless Steel 24 in Laundry Sink with Faucet and Storage Cabinet in White	$1,800.00

Interior Total: **$28,837.50**

Unassigned

Items	Description	Price
Exclusions	**EXCLUSIONS** All items not specifically listed are not part of this proposal	$0.00

Unassigned Total: **$0.00**

Total Price: $62,462.50

- **TERMS AND CONDITIONS**

1. Owner's Responsibilities: Owner is responsible to supply water, gas, sewer, and electrical utilities unless otherwise agree to in writing. Electricity and water to the site is necessary. Owner agrees to allow and provide Contractor and his equipment access to the property. Unless specifically included the owner is responsible for moving Owner's property around the installation site. The owner is responsible for having sufficient funds to comply with this agreement.

2. Delays: Contractor agrees to start and diligently pursue work through to completion, but shall not be responsible for delays for any of the following reasons: acts of neglect or commission of Owner or Owner's employees or Owner's agent, acts of God, stormy or inclement weather, strikes, lockouts, boycotts or other labor union activities, extra work ordered by Owner, acts of public enemy, riots or civil commotion, inability to secure material through regular recognized channels, imposition of Government priority or allocation of materials, failure of Owner to make payments when due, or delays caused by inspect or changes ordered by inspectors of authorized Government bodies, or for acts of indented Contractors, or other causes beyond Contractor's reasonable control.

3. Plans and Specifications: If plans and specifications are prepared for this job, they shall be attached to and become a part of the agreement. Owner will pay assessments and charges required by public bodies and utilities for financing or repairing the cost of sewers, storm drains, water service, other utilities, water hook-up charges and the like.

4. Price Increase in Materials: Material prices are subject to change if pricing increases by more than 15% during the duration of the job.
_____ Owners Initials

5. Subcontracts: The Contractor may subcontract portions of this work to properly licensed and qualified subcontractors.

6. Completion and Occupancy: Owner agrees to sign and record a notice of completion within five days after the project is complete and ready for occupancy. If the project passes final inspection by the public body, but Owner fails to record Notice of Completion, then Owner herby appoints Contractor as Owner's agent to sign and record a Notice of Completion on behalf of Owner. This agency is irrevocable and is an agency coupled with an interest. In the event the Owner occupies the project or any part thereof before the Contractor has received all payments due under this contract, such occupancy shall continue full and unqualified acceptance of all the Contractor's work by the Owner and the Owner agrees that such occupancy shall be a waiver of any and all claims against the Contractor, except claims arising from (a) liens, (b) disputes and unresolved matters between the Owner and Contractor arising out of or relating to the Contract, (c) failure of the Work to comply with the requirements of the Contract Documents, or (d) terms of special warranties required by the Contract Documents.

7. Insurance and Deposits: Owner will procure at his own expense and before the commencement of any work hereunder, fire insurance with course of construction, vandalism and malicious mischief clauses attached, such insurance to be a sum at least equal to the contract price with loss, if any, payable to any beneficiary under any deed of trust covering the project, such insurance to name the Contractor and his subcontractors as additional insured, and to protect Owner. Contractor and his subcontractors and construction lender as their interests may appear; should Owner fail to do so, Contractor may procure such insurance as agent for and at the expense of Owner, but is not required to do so. If the project is destroyed or damaged by disaster, accident, or calamity, such as fire, storm, earthquake, flood, landslide, or by theft or vandalism, any work done by the Contractor rebuilding or restoring the project shall be paid by the Owner as extra work. Contractor shall carry Worker's Compensation Insurance for the protection of Contractor's employees during the progress of the work. Owner shall obtain and pay for insurance against injury to his own employees and persons under Owner's discretion and persons on the job site at Owner's invitation. Contractor will obtain and maintain a commercial general liability insurance policy in a form satisfactory to Owner. Contractor will name Owner as an additional insured on Contractor's commercial general liability insurance policy, if requested. Prior to commencement of the work, Contractor shall provide to Owner certificates and endorsements identifying Owner as an additional insured under the insurance policy identified in and required by this paragraph.

8. Right to Stop Work: Contractor shall have the right to stop work if any payment shall not be made, when due, to the Contractor under this agreement; Contractor may keep the Job idle until all payments due are received. Such failure to make payment, when due, is a material breach of this Agreement.

9. Clean Up: Contractor will remove from Owner's property debris and surplus materials created by his operation and leave it in a neat and broom clean condition.

10. Validity and Damages: In case one or more of the provisions of this Agreement or any application thereof shall be invalid, unenforceable or illegal, the validity, enforceability and legality of the remaining provisions and any other applications shall not in any way be impaired thereby. Any damages for which Contractor may be liable to Owner shall not, in any event, exceed the cash price of this contract.

11. Asbestos, Lead, Mold, and other Hazardous Materials: Owner hereby represents that Owner has no knowledge of the existence on or in any portion of the premises affected by the Project of any asbestos, lead paint, mold (including all types of microbial matter or microbiological contamination, mildew, or fungus), or other hazardous materials. Testing for the existence of mold and other hazardous materials shall only be performed as expressly stated in writing. Contractor shall not be testing or performing any work whatsoever in an area that is not identified in the Scope of Work. Unless the contract specifically calls for the removal, disturbance, or transportation of asbestos, polychlorinated biphenyl, mold, lead paint, or other hazardous substances or materials, the parties acknowledge that such work requires special procedures, precautions, and/or licenses. Therefore, unless the contract specifically calls for the same, if Contractor encounters such substances, Contractor shall immediately stop work and request the Owner to obtain a duly qualified asbestos and/or hazardous material contractor to perform the work or Contractor may perform the work itself at Contractor's option. Said work will be treated as an extra under this contract, and the Contract Term setting forth the time of completion of the project may be delayed. In the event that mold or microbial contamination is removed by Contractor, Owner understands and agrees that due to the unpredictable characteristics of mold and microbial contamination, Contractor shall not be responsible for any recurring incidents of mold or microbial contamination appearing in the same or adjacent locations, after the completion of the work performed by Contractor. Owner agrees to hold Contractor harmless, and shall indemnify Contractor harmless for any recurrence of mold or microbial contamination. Owner also agrees that Contractor shall not be responsible, and agrees to hold Contractor harmless and indemnify Contractor, for the existence of mold or microbial contamination in any area that Contractor was not contracted to test and/or remediate. Further, Owner is hereby informed, and herby acknowledges, that most insurers expressly disclaim coverage for any actual or alleged damages arising from mold or microbial contamination. Contractor makes no representations whatsoever as to coverage of mold contamination, though at Owner's additional expense, if requested in writing, Contractor will inquire as to the availability of additional coverage for such contamination or remediation, and if available, will obtain such coverage if the additional premium is paid for by the Owner as an extra.

12. Standards of Materials and Workmanship: Contractor shall use and install "standard grade" or "builder's grade" materials on the project unless otherwise stated in the Scope of Work, the plans, and/or specifications provided to Contractor prior to the execution of this Agreement. Unless expressly stated in the Scope of Work, Contractor shall have no liability or responsibility to restore or repair the whole or any part of the

premises affected by the work of Contractor to be performed herein or by any subsequently agreed upon change order, including as and illustration and not as limitation, any landscaping, sprinkler system, flooring and carpet, wall coverings, paint, tile, and or decorator items.

13. Changes in Work: Should the Owner, construction leader, or any public body or inspector direct any modification or addition to the work covered by the contract, the contract price shall be adjusted accordingly. The change in the Contract Price caused by such Contract Change Order shall be as agreed to in writing, or if the parties are not in agreement as to the change in Contract Price, the Contractor's actual cost of all labor, equipment, subcontracts, and materials plus Contractor's fee of 20% shall be the change in Contract Price. The Contract Change Order may also increase the time within which the contract is to be completed. Contractor shall promptly notify the Owner of (a) subsurface or latent physical conditions at the site differing materially from those indicated in the contract, or (b) unknown physical conditions differing materially for those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. Any expense incurred due to such conditions shall be paid for by the Owner as added work. Project consultants or city officials shall be deemed as agents of the owner and as such any modifications or additions to the work required by the owner's agents shall be compiled with any additional costs which shall be the responsibility of the owner.

13a: Note about Extra Work and Change Orders: Extra work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of any work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subcontracted from the contract, and the effort the order will have on the schedule of progress payments. You, the buyer, may not require a contractor to perform extra or change order work without providing written authorization prior to the commencement of any work covered by the new change order. Extra work or a change order is not enforceable against a buyer unless the change order identifies all the following in writing prior to the commencement of any work covered by the new change order: (1) The scope of work encompassed by the order, (2) The amount to be added or subtracted from the contract; and (3) The effect the order will make in the progress payments or the completion date. The contractor's failure to comply with the requirements of this paragraph does not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment.

14. **Permits and Fees**: Owner is advised that any and all permits relating to the work that D3 Development Group will be performing is the complete responsibility of the property owner or owner's agent. All necessary inspection services, fees, and permits are the sole responsibility of the owner.

15. Attorney Fees: In the event that legal action is instituted in order to interpret or enforce any provision contained in the Contract, the prevailing party to such action shall be entitled, in addition to any other remedy available by applicable law or the Contract, to an award as and for any attorney fees, expert witness fees, or any other costs normally associated with such an action, in an amount that will compensate said prevailing party for any actual attorney fees, expert fees or other such costs incurred in good faith. Said award shall be entered separately or as a portion of the award of a judge in any such action.

16. Contractor License Requirements: Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a latent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

17. Photo Release Disclaimer: I hereby grant D3 Development Group permission to use my "Property" in a photograph, video, or other digital media ("photo") in any and all of its publications, including web-based publications, without payment or other consideration. I understand and agree that all photos will become the property of D3 Development Group and will not be returned. I hereby irrevocably authorize D3 Development Group to edit, alter, copy, exhibit, publish, or distribute these photos for any lawful purpose. In addition, I waive any right to inspect or approve the finished product wherein my "Property" appears.

Additional Construction Notes:

- **Due to the nature of the work (fluctuating material costs, supply chain outages and city/county permitting requirements), prices are subject to change.**

Contract Exclusions:

- Moving of owners items.
- Providing traffic control services.
- Permit costs and/or special inspectors which may be required by the issuing building department. Engineering drawings, surveying, utilities under and around the structure that may have to be removed or replaced, cosmetic finishes, and insurance

premiums exceeding our policy limits of $1,000,000/ $2,000,000 and bond premiums.

Payment Schedule:

- "**Basic Payment Schedule**" is as follows: Contract Deposit 10% of the proposal amount or $1,000.00 which ever is less by California Contract Code. Mobilization Payment of 20% of contract price due on first day of project start. Balance of payments owed will be split in equal payments based on project schedule duration with a 5% retention fee to be paid at completion and sign off of project.
- Terms of payment are defined in the "Price Breakdown" section and are specific to this contract. All payments must be made to D3 Development Group within 30 days of completion of this contract. Completion, for purposes of this agreement, is defined as the point at which labor and materials have been furnished and installed. All payments must be made to D3 Development Group 1215 N. Red Gum St. Suite L Anaheim, CA 92806. If the Purchaser or Owner fails or delays in making any scheduled payments, D3 Development Group may suspend the fulfillment of its obligations hereunder until such payments or made, or D3 Development Group may be relieved of its obligations hereunder if payment is more than 30 days past due. D3 Development Group may use all remedies available under current laws, including but not limited to filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.
- If architectural, design, structural engineering and/or geotechnical engineering are part of the scope, these fees would also be required upon acceptance of the proposal.
- Progress Payments will be submitted as necessary upon work completed and duration of project with a schedule of values.
- Project balance due upon completion of project.
- ***Client acknowledges that projects will be obligated to progress billing and payments. Client will further pay service charge of 1-1/3% per month (16% per annum) if account is 30 or more days past due. Client would pay D3 Development Groups attorney's fees and costs to collect or enforce this contract if payments are not received within terms of this contract.

Right to Cancel

- You may cancel this transaction, without penalty or obligation, within three business days from proposal acceptance.
- If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instruments executed by you will be returned within 10 business days following receipt by D3 Development Group of your cancelation notice and any security interest arising out of the transaction will be canceled.
- To cancel this transaction, mail or deliver a signed and dated copy of this cancelation notice or any other written notice, to D3 Development Group, Seller, at 1215 N. Red Gum St., Suite L, Anaheim, CA 92806 no later than midnight of the 3rd day following the date of acceptance.
- Pricing Valid for 30 days from date of quotation. All pricing is based upon the current costs of materials and straight-time labor rates relative to a mutually agreed upon schedule. If the proposal is accepted after the 30 days a new proposal will be supplied with updated product/service pricing. Prices subject to change.

Limited Warranty

- **Exclusions From This Warranty** – This Warranty does not cover and Contractor specifically disclaims liability for: 1) sound and noise complaints; 2) property damage caused by Customer's negligence, misuse, abuse, or alteration; 3) dust incidental to construction; 4) damage to personal property of any type; 5) utility line breakage; 6) damage caused by mold; 7) failure or delay in performance or damage caused by acts of God (flood, fire, storm, methane gas, etc.), acts of civil or military authority, or any other cause outside of its control; 8) damage done during a lifting operation; 9) basement water seepage; 10) heave or any damages caused by it; and 11) damage caused by lateral movements and forces of hillside creep, land sliding or slumping of fill soils of deep embankments.
- **Customer's Responsibility** – Customer is responsible for: 1) making full payment upon completion of the work; 2) making available the work area for construction; 3) any items mentioned in the Contract under Additional Notes.

Notice of Commercial Liability Insurance (CGL)

D3 Development Group carries Commercial General Liability Insurance written by Mt.Hawley Insurance Company.
You may call the insurance company by phone at 888-745-0002 ext 2. You may also contact Steve Daniels by email at customerservice@preferredamerican.com.

Worker's Compensation Insurance
D3 Development Group carries worker's compensation insurance as required by law.

MECHANIC'S LIEN WARNING
Anyone who helps improve your property, but who is not paid, may record what is called a mechanic's lien on your property. A mechanic's lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder. Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanics' liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit.
To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a "Preliminary Notice." This notice is not a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid.
BE CAREFUL. The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your contractor before you have received the Preliminary Notice.
You will not get Preliminary Notices from your direct contractor or from laborers who work on your project. The law assumes that you already know they are improving your property. PROTECT YOURSELF FROM LIENS. You can protect yourself from liens by getting a list from your contractor of all the subcontractors and material suppliers that work on your project. Find out from your contractor when these subcontractors started work and when these suppliers delivered goods or materials. Then wait 20 days, paying attention to the Preliminary Notices you receive.
For other ways to prevent liens, visit the California State License Board's (CSLB) Internet Website at *www.cslb.ca.gov* or call CSLB at 800-321-CSLB (2752).
REMEMBER, IF YOU DO NOTHING, YOU RISK HAVING A LIEN PLACED ON YOUR HOME. This can mean that you may have to pay twice, or face the forced sale of your home to pay what you owe.

ARBITRATION OF DISPUTES
Arbitration of Disputes: Any controversy or claim arising out of or related to this contract, or breach thereof, shall be settled by binding arbitration in accordance with the construction industry arbitration rules of the American arbitration association, and judgment upon the award rendered by the arbitration may be entered in any court having jurisdiction thereof. Claims within the monetary limit of the small claims court shall be litigated in such court at the request of either party, so long as both parties limit their right to recovery to the jurisdiction of the small claims court.
Any claim filed in small claims court shall not be deemed to be a waiver of the right to arbitrate, and if a counter-claim in excess of the jurisdiction of the small claims court is filed in the municipal or superior court, then the party filing in small claims court may demand arbitration pursuant to this paragraph.
Notice: By initialing in the space below you are agreeing to have any dispute arising out of the matters included in the "Arbitration of Disputes" provision decided by neutral arbitration as provided by California law, and you are giving up any rights you might possess to have the dispute litigated in a court or jury trial. By initialing in the space below you are giving up judicial rights to discovery and appeal, unless those rights are specifically included in the "Arbitration of Disputes" provision. If you refuse to submit to arbitration after agreeing to this provision, you may be compelled to arbitrate under the authority of the business and professions code or other applicable laws. Your agreement to this arbitration provision is voluntary.

We have read and understand the foregoing and agree to submit disputes arising out of the matters included in the "Arbitration of Disputes" provision to neutral arbitration.
I agree to arbitration: X_____ I agree to arbitration: X_____
Owner/Owner representative

_____Contractor

In the event that contractor and owner have not each initialed the arbitration provision above, then it shall be conclusively agreed without a subsequent written agreement by all parties, that neither party agrees to arbitrate nor the arbitration of disputes provision shall not be deemed to be a part of this agreement.

Confidentiality and Disclaimer - This proposal and any accompanying documents are strictly confidential. Recipients must not disclose any written or verbal information provided to them in this proposal and/or any other documents or findings to any third party, without the prior written consent of an authorized D3 Development Group representative.

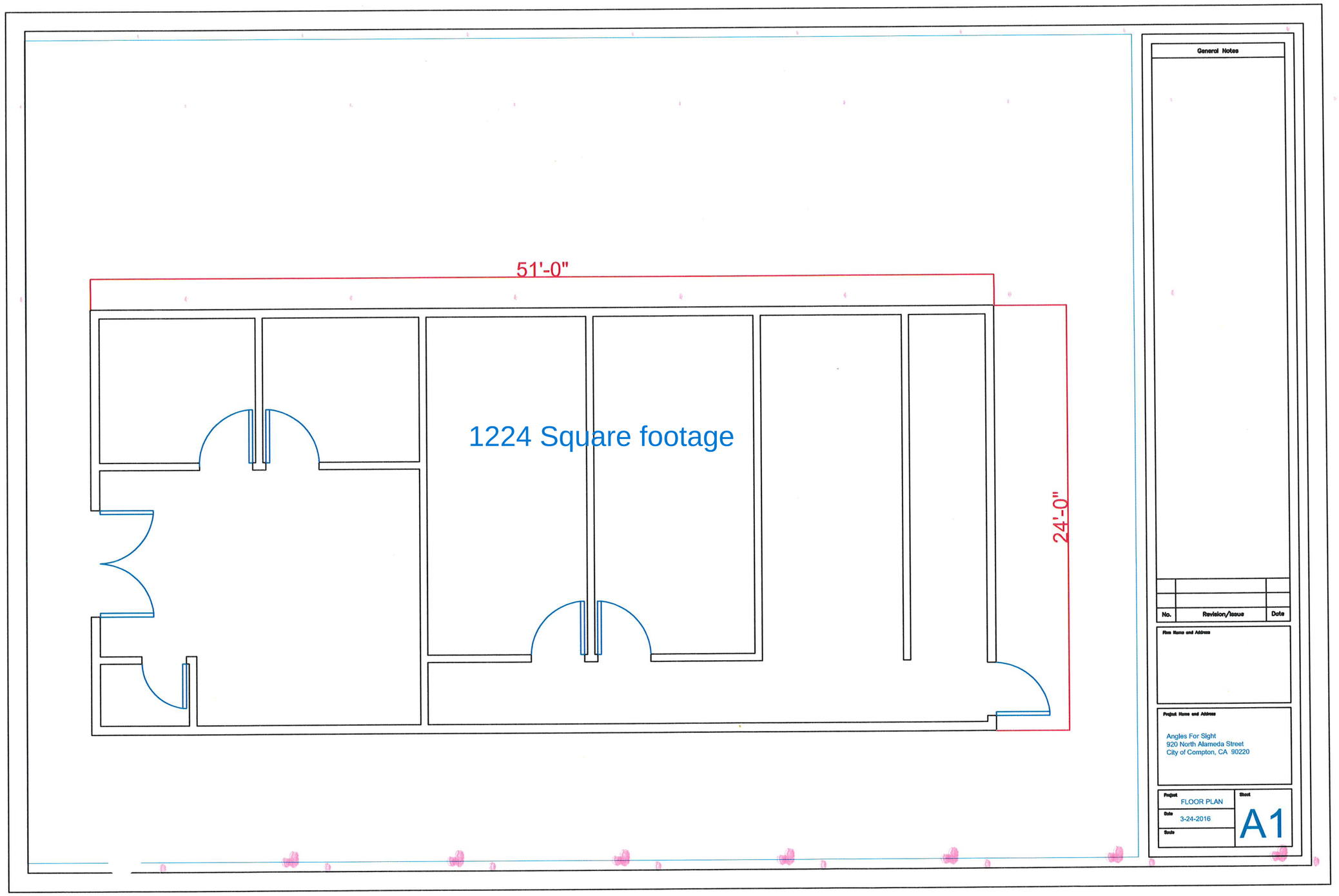
Appreciation: The team at D3 Development Group (D3 or "the Contractor") thanks you for the opportunity to be of service. Please take the time to read the contract in its entirety including the terms and conditions. By approving this contract, you agree to all terms and conditions contained herein. Many of thse terms are required by the State of California including the requirement to have an electronically approved or physically signed contract prior to starting work on the Project.

I confirm that my action here represents my electronic signature and is binding.

Signature: _____

Date: _____

Print Name: _____



General Notes

No.	Revision/Issue	Date

Firm Name and Address

Project Name and Address

Angles For Sight
920 North Alameda Street
City of Compton, CA 90220

Project: FLOOR PLAN
Date: 3-24-2016
Scale:
Sheet: A1

6166	14 SHEET	P. A. 439-6 883-1 & 10	TRA 11252 2800 2820	REVISED 720405358 760227	840312008-84 89121802001001-10 920224	920813 95062003001001-10 2003060904010002-22	2005021402004001-26 2019022721-26		SEARCH NO		OFFICE OF THE ASSESSOR COUNTY OF LOS ANGELES COPYRIGHT © 2002

2019

MAPPING AND GIS SERVICES SCALE 1" = 80'

11252 — 2800 — PG 19

AVE 40

40 ROSE

N 3°11'W

R=24 36.59 147.90 100 100 50 50 58.56 45 96.44 55 55 5085

TRACT 2 POR 87.09 110 26.50 100 AVE

170.17

19 39870±SF

1 POR 124.88c

235.54 3 (2) 23540±SF 235.73 4 (17) 5 (5) 15 6 (6) 7 235.73 18 16140±SF 185 10 185 7 8 48 11 11310±SF 12 11240±SF 235.66 253.73 125.73 13 14 125.73 9 55 110 55 15 55 55 55 16 82 110

M B 59 43.19 56.80 100 100 50 50 80 649.40 104.97 50.66 45 95.03

169.42 212.59 33.55

TEMPLE AND GIBSON TRACT

ST 40 50

N 89°48'30"E

ELM 50

PG 15

2800

17.40 167.32 169.25 N 89°28'E N 87°13'E

CITY (901) 3440±SF

3,440 square feet
- 1,224 for building

2,216 sq. ft of outdoor space

RGE 1 2 POR

CITY (902) 2.13±AC

20 38260±SF

ROSECRANS 100 33

204.15 23.91

61 ALAMEDA

RGE 1

CITY OF LONG BEACH (904) 2.07±AC UND 1/2 INT

CITY OF L A (903) UND 1/2 INT

2 POR

45 100 46

ST 61

2820

33 M R 32

68 R=40

45 71

71 ALAMEDA 71

11252 — 2820

PRUCE ST

PG 13

MAPLE ST

CEDAR ST

PG 12

ST 71

BK 6167

ROSE AVE

Date Printed: 2/15/2019 7:51:37 AM

June 18, 2024

TO: **MAYOR AND CITY COUNCIL MEMBERS**

FROM: **MUNICIPAL WATER DEPARTMENT**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE MUNICIPAL WATER DEPARTMENT'S ARPA FISCAL YEAR 2023-2024 BUDGET, AUTHORIZE THE CITY MANAGER TO ENTER INTO A THREE-YEAR ENTERPRISE AGREEMENT WITH THE ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC (ESRI), AND A THREE YEAR TECHNICAL SUPPORT AGREEMENT WITH PRO-WEST & ASSOCIATES AND TO ISSUE PURCHASE ORDERS TO ESRI, PRO-WEST & ASSOCIATES, AND INSIGHT PUBLIC SECTOR FOR GEOGRAPHICAL INFORMATION SYSTEM (GIS) SOFTWARE, TECHNICAL SUPPORT AND HARDWARE (TABLETS).**

SUMMARY

Adoption of this resolution will amend the Municipal Water Department's ARPA Fiscal Year 2023-2024 Budget, authorize the City Manager to enter into a three-year Enterprise Agreement with Environmental Systems Research Institute, Inc. (ESRI), a three-year Technical Support Agreement with Pro-West & Associates and to issue purchase orders to ESRI, Pro-West & Associates and Insight Public Sector for geographic information systems (GIS) software, technical support and hardware (tablets).

BACKGROUND

The Compton Municipal Water Department (CMWD) has used Geographical Information Systems (GIS) technology for the timely and orderly movement of water flows, wastewater, and stormwater processes. GIS applications map, analyze, and visualize the intricate landscape of water systems allowing Water Department staff the ability to access information vital to water operations management. GIS has allowed Water staff to view potential issues before they become problems.

In 2018, the City entered into a three (3) year Enterprise Agreement with Environmental Systems Research Institute, Inc. (ESRI) to provide these necessary services. The Agreement has since expired, causing the Department the inability to utilize the mapping and analytical data provided with GIS technology.

STATEMENT OF THE ISSUE

The City of Compton Municipal Water Department (CMWD) relies on the ability to access the location of water utilities throughout the City. Currently, CMWD has no access to GIS applications and this is problematic.

Eighty to Ninety percent of water utility data is linked to geographic location. GIS applications allow Water Utilities to have the capability to know exactly where pipes, valves, pumps, meters and other facilities are located throughout the City. It allows Water Utilities to analyze data in real time and access the needs of the water systems.

In order for the CMWD to function at optimal levels, and ensure that all Water Department employees are equipped with the data needed on a day to day basis, GIS software and ancillary products and equipment are a necessity.

The Environmental Systems Research Institute (ESRI) has a network of partners to support its GIS software. ESRI Partner Network (EPN) support customers with business solutions, implementation services, and dynamic content by leveraging GIS technology across every industry. ESRI partners have served as vital industry experts to their customers and are committed to their success.

Both Pro-West & Associates and Insight Public Sector are a part of the ESRI Partner Network (EPN). Pro-West & Associates provides consulting, data services, and application development for its customers. Insight Public Sector provides hardware (tablets) and other products. Both companies utilize competitive bidding which reduces the cost of purchased goods by pooling the purchasing power of public agencies nationwide.

The convenience of utilizing ESRI partnerships, ensures that all the products and services purchased will be compatible and trouble-free.

FISCAL IMPACT

Note: In accordance with the Drinking Water State Revolving Fund Eligibility Handbook, this expense is eligible for American Rescue Plan Act (ARPA) funding under the following provision:

- ***Database infrastructure or software (asset management systems, inventory tracking software)***.

The following budget transactions are necessary in order to transfer funds between ARPA accounts to pay contracts and purchase items needed for geographic information systems (GIS) software (ESRI), GIS technical support (Pro-West & Associates).

The amendments will not affect the balanced budget for Fiscal Year 2023-2024:

Decrease Appropriations in Budget Account

2810-860-009-4391	Capital Outlay- Other	$191,310.

Increase Appropriations in Budget Account

2810-860-009-4222	Computer Software	$ 191,310. ($87,660. ESRI) ($103,500. Pro-West)

After transfer, funds in the amount of One Hundred Ninety-One Thousand Three Hundred Ten Dollars will be available in the Compton Municipal Water Department's Fiscal Year 2023-2024 budget in Account No. 2810-860-009-4222 ($87,660 for ESRI for GIS software) and ($103,500 for Pro-West & Associates for GIS technical support).

Funds in the amount of Fourteen Thousand Nine Hundred Eighteen Dollars and Ninety Cents ($14,918.90) are available in the Compton Municipal Water Department's Fiscal Year 2023-2024 budget in Account No. 5000-900-000-4336 to purchase hardware for GIS installation; eighteen (18) tablets, (18) tablet cases and extended warranties from Insight Public Sector.

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 AMENDING THE MUNICIPAL WATER DEPARTMENT'S ARPA FISCAL YEAR 2023-2024 BUDGET, AUTHORIZE THE CITY MANAGER TO ENTER INTO A THREE-YEAR ENTERPRISE AGREEMENT WITH THE ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC (ESRI), AND A THREE YEAR TECHNICAL SUPPORT AGREEMENT WITH PRO-WEST & ASSOCIATES AND TO ISSUE PURCHASE ORDERS TO ESRI, PRO-WEST & ASSOCIATES, AND INSIGHT PUBLIC SECTOR FOR GEOGRAPHICAL INFORMATION SYSTEM (GIS) SOFTWARE, TECHNICAL SUPPORT AND HARDWARE (TABLETS).

WHEREAS, the Compton Municipal Water Department (CMWD) has used Geographical Information Systems (GIS) technology for the timely and orderly movement of water flows, wastewater, and stormwater processes; and

WHEREAS, in 2018, the City entered into a three (3) year Enterprise Agreement with Environmental Systems Research Institute, Inc. (ESRI) to provide these necessary services; and

WHEREAS the Enterprise Agreement with ESRI has since expired, causing the Department the inability to utilize the mapping and analytical data provided with GIS technology; and

WHEREAS, the City of Compton Municipal Water Department (CMWD) relies on the ability to access the location of water utilities throughout the City; and

WHEREAS, in order for the CMWD to function at optimal levels, and ensure that all Water Department service employees are equipped with the data needed on a day to day basis, GIS software and ancillary products and equipment are a necessity; and

WHEREAS, the Environmental Systems Research Institute (ESRI) has a network of partners to support its GIS software; and

WHEREAS, both Pro-West & Associates and Insight Public Sector are a part of the ESRI Partner Network (EPN); and

WHEREAS, Pro-West & Associates provides consulting, data services, and application development for its customers, and Insight Public Sector provides hardware (tablets) and other products utilizing competitive bidding for its customers; and

WHEREAS, in accordance with the Drinking Water State Revolving Fund Eligibility Handbook, this expense is eligible for American Rescue Plan Act (ARPA) funding under the following provision:

- ***Database infrastructure or software (asset management systems, inventory tracking software);*** and

WHEREAS, the following budget transactions are necessary in order to transfer funds between ARPA accounts to pay contracts and purchase items needed for geographic information systems (GIS) software (ESRI), GIS technical support (Pro-West & Associates).

The amendments will not affect the balanced budget for Fiscal Year 2023-2024:

Decrease Appropriations in Budget Account

2810-860-009-4391	Capital Outlay- Other	$191,160.

Increase Appropriations in Budget Account

2810-860-009-4222	Computer Software	$ 191,160. ($87,660. ESRI) ($103,500. Pro-West)

WHEREAS, funds in the amount of Fourteen Thousand Nine Hundred Eighteen Dollars and Ninety Cents ($14,918.90) are available in the Compton Municipal Water Department's Fiscal Year 2023-2024 budget in Account No. 5000-900-000-4336 to purchase hardware for GIS installation; eighteen (18) tablets, (18) tablet cases and extended warranties from Insight Public Sector.

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 Municipal Water Department's ARPA Fiscal Year 2023-2024 Budget as follows:

Decrease Appropriations in Budget Account

2810-860-009-4391	Capital Outlay- Other	$191,160.

Increase Appropriations in Budget Account

2810-860-009-4222	Computer Software	$ 191,160 ($87,660. ESRI) ($103,500. Pro-West)

Section 2. That after transfer, funds in the amount of One Hundred Ninety-One Thousand One Hundred Sixty Dollars will be available in the Compton Municipal Water Department's ARPA Fiscal Year 2023-2024 budget in Account No. 2810-860-009-4222 ($87,660 for ESRI for GIS software) and ($103,500 for Pro-West & Associates for GIS technical support).

Section 3. That funds in the amount of Fourteen Thousand Nine Hundred Eighteen Dollars and Ninety Cents ($14,918.90) are available in the Compton Municipal Water Department's Fiscal Year 2023-2024 budget in Account No. 5000-900-000-4336 to purchase hardware for GIS installation; eighteen (18) tablets, (18) tablet cases and extended warranties from Insight Public Sector.

Section 4. That the City Manager is hereby authorized to enter into a three-year Enterprise Agreement with ESRI, and a three-year Technical Support Agreement with Pro-West & Associates.

Section 5. That the City Manager is hereby authorized to establish purchase orders for: ESRI ($87,660), Pro-West & Associates ($103,500) and Insight Public Sector ($14,918.90) from the following Accounts:

• ESRI	2810-860-009-4222	ARPA/Computer Software	$87,660.
• Pro-West	2810-860-009-4222	ARPA/Computer Software	$103,500.
• Insight	5000-900-000-4336	Water/Computer Hardware	$14,918.90.

Section 6. 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 7. 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

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Quotation # Q-520706

Date: May 20, 2024

Customer # 515105 **Contract #**

City of Compton
Water Dept
205 S Willowbrook Ave
Compton, CA 90220-3134

ATTENTION: Jose Garfias
PHONE: (310) 605-5555
EMAIL: jgarfias@comptoncity.org

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 4/22/2024 To: 10/19/2024

Enterprise Agreement

Material	Qty	Term	Unit Price	Total
168089	1	Year 1	$28,700.00	$28,700.00
Meter Counts 10,001 to 50,000 Small Utility Term Enterprise License Agreement				
168089	1	Year 2	$29,000.00	$29,000.00
Meter Counts 10,001 to 50,000 Small Utility Term Enterprise License Agreement				
168089	1	Year 3	$29,300.00	$29,300.00
Meter Counts 10,001 to 50,000 Small Utility Term Enterprise License Agreement				

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	Email:	Phone:
Beth Wood	etaylor@esri.com	909-793-2853 ext 2137 x2137

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

WOODB **This offer is limited to the terms and conditions incorporated and attached herein.**

Quotation # Q-520706

Date: May 20, 2024

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 4/22/2024 To: 10/19/2024

Customer # 515105 Contract #

City of Compton
Water Dept
205 S Willowbrook Ave
Compton, CA 90220-3134

ATTENTION: Jose Garfias
PHONE: (310) 605-5555
EMAIL: jgarfias@comptoncity.org

Subtotal:	$87,000.00
Sales Tax:	$0.00
Estimated Shipping and Handling (2 Day Delivery):	$0.00
Contract Price Adjust:	$0.00
Total:	$87,000.00

Additional Orderable Products:
Additional ArcGIS Online and ArcGIS Enterprise Products listed in the below table are not included in the Enterprise Agreement fee. Please be advised pricing listed below is subject to price increase change. The below additional orderable products can be requested by authorized individuals during the term of the agreement.
In California electronic purchases are not taxed.

Hardware quote provided to the City of Compton Water Department from Esri Business Partner Insight. Tablets are required for utilization of Esri Field Maps Applications. These mobile forms allow City of Compton to perform data capture and editing, find assets and information, and report their real-time locations. Esri Field Maps Applications is the go-to field app that streamlines the critical workflows mobile personnel use every day.

The following items are optional items listed for your convenience.
These items are not included in the totals of this quotation.

Optional Additional User Types

Material	Qty	Unit Price	Total
153148	1	$550.00	$550.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	Email:	Phone:
Beth Wood	etaylor@esri.com	909-793-2853 ext 2137 x2137

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

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Quotation # Q-520706

Date: May 20, 2024

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380 New York St
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Phone: (909) 793-2853
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Customer # 515105 Contract #

City of Compton
Water Dept
205 S Willowbrook Ave
Compton, CA 90220-3134

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 4/22/2024 To: 10/19/2024

ATTENTION: Jose Garfias
PHONE: (310) 605-5555
EMAIL: jgarfias@comptoncity.org

Material	Qty	Unit Price	Total
ArcGIS Online Creator Annual Subscription			
153147	1	$110.00	$110.00
ArcGIS Online Viewer Annual Subscription			

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Beth Wood	etaylor@esri.com	909-793-2853 ext 2137 x2137

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Date: May 20, 2024

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ATTENTION: Jose Garfias
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EMAIL: jgarfias@comptoncity.org

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 4/22/2024 To: 10/19/2024

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF $_____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

___ I agree to pay any applicable sales tax.

___ I am tax exempt, please contact me if exempt information is not currently on file with Esri.

_____ _____
Signature of Authorized Representative **Date**

_____
Name (Please Print)

_____
Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	**Email:**	**Phone:**
Beth Wood	etaylor@esri.com	909-793-2853 ext 2137 x2137

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WOODB **This offer is limited to the terms and conditions incorporated and attached herein.**

SOLE SOURCE LETTER

Environmental Systems Research Institute, Inc. (Esri)
380 New York Street
Redlands, CA 92373
Telephone: 909-793-2853, Ext. 1-1990
Email: jricks@esri.com

DATE: April 22, 2024

TO: City of Compton

FROM: Jackie Ricks, Contract Specialist I, Esri Contracts and Legal Services

RE: Esri Sole Source Justification for Small Utility Enterprise Agreement

This letter confirms Esri, as owner and manufacturer, is the sole source provider of all U.S. domestic Small Utility Enterprise Agreements (EA). The Small Utility EA is a bundled package of term limited software licenses and maintenance that includes the right to copy.

Esri is the only source that can grant a right to copy and deploy Enterprise Software within your organization (Enterprise). Also, domestically Esri is the only source of maintenance (updates and technical support) for all Esri® software.

If you have further questions, please contact me at jricks@esri.com.

Jackie Ricks

Esri 380 New York St., Redlands, CA 92373-8100, USA • TEL 909-793-2853 • FAX 909-793-5953 • E-MAIL info@esri.com • WEB www.esri.com

April 24, 2024

Jose Garfias
City of Compton Water Department
205 S. Willowbrook Ave.
Compton, CA 90220

Dear Mr. Garfias,

In response to ongoing preparations for the continued support and expansion of City of Compton's Water Department geospatial platform, Esri is providing the following proposal for a Small Utility Enterprise Agreement renewal.

Expanding the city's existing GIS water platform with enhanced location intelligence, discover utility patterns and trends that simple paper reporting cannot detect. Esri provides access to a complete location intelligence system, providing easy-to-use analytics and solutions that support daily workflows and challenges.

- Next Generation Data Management: Network models enable advanced data management tools that improve data quality and support analytics to detect patterns and reveal trends for data-driven decision-making.
- Real-time communication and collaboration: Improve efficiency and provide information when it's needed the most. Maps and apps connect staff, enabling coordination and data sharing across your organization.
- Data-driven decision making: Devour underutilized data with world-class analytics. Esri technology delivers capabilities such as spatial analysis, machine learning, big data analytics, and image processing.

Esri is the global market leader in geographic information system (GIS) software, location intelligence, and mapping. Since 1969, we have supported customers with geographic science and geospatial analytics, what we call The Science of Where. We take a geographic approach to problem-solving, brought to life by modern GIS technology. We are committed to using science and technology to build a sustainable world.

Founded in 1969, Esri has been headquartered here in Southern California for fifty years. We have been personally committed to the City of Compton's long-term success and geospatial platform expansion.

Please feel free to contact Elizabeth Taylor (909) 649-4652 or bwood@esri.com to discuss our proposal further.

Warm Regards,

Elizabeth Wood

Esri Use Only:
Cust. Name _____
Cust. # _____
PO # _____
Esri Agreement # _____

SMALL ENTERPRISE AGREEMENT
SMALL UTILITY
(E215-2)

This Agreement is by and between the organization identified in the Quotation (**"Customer"**) and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities

Desktop Software and Extensions (Single Use)
ArcGIS Desktop Advanced
ArcGIS Desktop Standard
ArcGIS Desktop Basic
ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions
ArcGIS Enterprise (Advanced and Standard)
ArcGIS Monitor
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Additional Capability Servers
ArcGIS Image Server

Developer Tools
ArcGIS Runtime Standard
ArcGIS Runtime Analysis Extension

Limited Quantities
One (1) Professional subscription to ArcGIS Developer
Two (2) ArcGIS CityEngine Single Use Licenses
50 ArcGIS Online Viewers
50 ArcGIS Online Creators
10,000 ArcGIS Online Service Credits
50 ArcGIS Enterprise Creators
5 ArcGIS Insights in ArcGIS Enterprise
5 ArcGIS Insights in ArcGIS Online
10 ArcGIS Location Sharing User Type Extension (Enterprise)
10 ArcGIS Location Sharing User Type Extension (Online)
50 ArcGIS Advanced Editing User Type Extensions (Enterprise)
1 ArcGIS Business Analyst Web App Standard (Online)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	**2**
Number of Tier 1 Help Desk individuals authorized to call Esri	**3**
Maximum number of sets of backup media, if requested*	**2**
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement (**"Ordering Document"**). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties (**"Effective Date"**).

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

_____
(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Address: _____

City, State, Postal Code: _____

Country: _____

Quotation Number (if applicable): _____

Telephone: _____

Fax: _____

E-mail: _____

1.0—Additional Definitions

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at https://www.esri.com/en-us/legal/terms/full-master-agreement and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—Additional Grant of License

2.1 **Grant of License.** Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 **Consultant Access.** Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—Term, Termination, and Expiration

3.1 **Term.** This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 **No Use upon Agreement Expiration or Termination.** All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 **Termination for a Material Breach.** Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 **Termination for Lack of Funds.** For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 **Follow-on Term.** If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—Product Updates

4.1 **Future Updates.** Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 **Product Life Cycle.** During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at https://support.esri.com/en/other-resources/product-life-cycle. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—Maintenance

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at https://www.esri.com/en-us/legal/terms/maintenance). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. **Tier 1 Support**

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.

2. The Tier 1 Help Desk will be fully trained in the Products.

3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.

4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.

5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.

6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. **Tier 2 Support**

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.

2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.

3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—Endorsement and Publicity

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—Administrative Requirements

7.1 **OEM Licenses.** Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 **Annual Report of Deployments.** At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—Ordering, Administrative Procedures, Delivery, and Deployment

8.1 Orders, Delivery, and Deployment

a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

c. Esri's federal ID number is 95-2775-732.

d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 **Order Requirements.** Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

b. The following information will be included in each Ordering Document:

(1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
(2) Order number
(3) Applicable annual payment due

9.0—Mergers, Acquisitions, or Divestitures

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.

9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.

9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

PROJECT ESTIMATE

City of Compton, CA
Technical Support Block Hours Package

Date: May 23, 2024

Client: City of Compton, CA

Pro-West & Associates Project Manager: Jennifer Ward
Phone: 320-207-6860
Email: jward@prowestgis.com

Client Project Manager: Name: Victor Meza
Phone: 310-605-5505
Email: vmeza@comptoncity.org

Project Schedule: Technical support package block of hours (720 hours) valid for 36 months from signing date.

Provide technical support to the City of Compton, CA on a variety of GIS related needs, focused on solutions support for a variety of GIS related needs.

- All email correspondence will be sent to the PWA PM and Technical Lead, as well as any additional stakeholders for a given task.

PWA will provide the following services on an as-needed basis. This is not an all-inclusive list and additional services may be requested as needed by the client.

1. GIS coordinating services:
    a. Establish meetings with departments within the city
        i. Work with individual departments and staff
        i. Work with multiple departments simultaneously
        ii. Establish reoccurring status/check-in meetings

b. Assist the city in working with third party vendors (tax, imagery, document imagery, etc.)

2. GIS Data Development/Editing
    a. Any ongoing data maintenance and updates required (a few examples below)
        i. Utility data
        ii. Address or road updates
        ii. Zoning data
        iii. Landuse data
        iv. Streetlight data

3. Geodatabase/SQL
    a. Management best practices
    b. Data management and automated workflows
    c. SQL management
    d. Training
    e. Troubleshooting
    f. Custom scripts and/or tools

4. Parcel Support
    a. Fabric migration
    b. Parcel maintenance (fabric or non-fabric)
    c. Legal description training and support (reading/interpreting)

5. ArcGIS Online support
    a. Solutions
    b. Groups
    c. Feature services

6. System Integration
    a. Third party system assessment
    b. Third party system Integration with GIS solutions and/or databases
    c. Training
    d. Troubleshooting

7. Solution Configuration
    a. Solutions configured using Esri COTS templates and/or Web Appbuilder
    b. Departmental and interdepartmental workflow assessment and design
    c. Open Data
    d. Story maps
    e. Dashboards
    f. GeoEvent integration
    g. Strategic planning for solution implementations
    h. Training
    i. Troubleshooting

8. Custom development
    a. Automation tasks (python included)
    b. Application development
    c. Widget development

9. Desktop GIS (ArcMap/Pro)
    a. Training
    b. Troubleshooting
    c. Custom tools
    d. Modeling

10. Infrastructure & Software
    a. Hardware/Software analysis
    b. Esri software upgrades
    c. Service packs/patches
    d. System design and best practices
    e. Esri Enterprise deployment support
        i. ArcGIS Server
        ii. Portal
        iii. Pro
        iv. Data Store
        v. Web Adaptor
    f. Troubleshooting
    g. Training
    h. Other Esri software as needed

11. GIS Data Conversion
    1. Data conversion from other systems to Esri supported features (such as CAD or MicroStation)

Technical Support Package – 720 hours: $103,500

Total support package cost will be invoiced at time of contract signing.

** Payment is due within 45 days of an invoice date. If payments are not received within 45 days of the invoice date, a late fee of 1.5% of the invoice amount will be charged for each 45 day cycle that the payment is late.*

*** 3% convenience fee will be added for payment by credit card*

To proceed with the described services in this estimate, please sign and date below and return to the Project Manager listed above.

City of Compton, CA
Acceptance Signature:

_____Date:_____

Pro-West & Associates
Signature:

_____Date:_____

Estimate valid for 90 days

PROWEST
& Associates
GIS CONSULTING • DATA SERVICES • APPLICATIONS

Pro-West & Associates
8239 State 371 NW
Walker, MN 56484

April 22, 2024

Mr. Jose Garfias
Water General Manager
City of Compton
205 S. Willowbrook Ave
Compton, CA 90220

Mr. Garfias,

The purpose of this letter is to demonstrate the City of Compton's need to engage Pro-West & Associates via a sole source contracting approach to provide best value GIS services in support of the City's needs.

The City has worked closely with Pro-West & Associates to conduct a review of the City's data in relation to its GIS needs. During this time the Pro-West team established a deep understanding of the City's data: what data exists, data sources and formats, gaps and issues with current data, maintenance and update requirements, how data is used by the City and the tools and technologies used to manage the data. There is a deep and unique understanding of the City's data and business workflows. Since data forms the foundation of all GIS endeavors, engaging Pro-West to provide GIS support represents the most efficient approach to maintaining momentum and meeting the City's goals in a cost-effective and timely fashion.

Finally, Pro-West is currently providing critical partnership with the City's GIS software provider, Esri, to meet the City's utility management needs for water, sewer and storm water using GIS capabilities. This partnership supports the City's provision of modern, efficient and cost-effective utility services to residents, and means Pro-West has a unique understanding of the City's GIS.

Pro-West appreciates your consideration and looks forward to continuing to work together.

Sincerely,

Kendis Scharenbroich

Kendis Scharenbroich
President & CEO, Pro-West & Associates
320-207-6861 | kscharen@prowestgis.com

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
PRO-WEST ASSOCIATES

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 Pro-West & Associates (hereinafter referred to as **"CONSULTANT"**), located at 8239 State 371 NW, Post Office Box 871, Walker, Minnesota 56484.

RECITALS:

WHEREAS, the Compton Municipal Water Department (CMWD) has used Geographical Information Systems (GIS) technology for the timely and orderly movement of water flows, wastewater, and stormwater processes; and

WHEREAS, the City of Compton Municipal Water Department (CMWD) relies on the ability to access the location of water utilities throughout the City; and

WHEREAS, in order for the CMWD to function at optimal levels, and ensure that all Water Department service employees are equipped with the data needed on a day to day basis, GIS software and ancillary products and equipment are a necessity; and

WHEREAS, the Environmental Systems Research Institute (ESRI) has a network of partners to support its GIS software; and

WHEREAS, both Pro-West& Associates and Insight Public Sector are a part of the ESRI Partner Network (EPN); and

WHEREAS, Pro-West & Associates provides consulting, data services, and application development for its customers, and Insight Public Sector provides hardware (tablets) and other products utilizing competitive bidding for its customers; and

WHEREAS, by Resolution No._____ adopted on the _____, the City Council authorized the City Manager to enter into a three (3) year professional services agreement with Pro-West & Associates to provide the necessary services; and

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

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

AGREEMENT:

1. Services to be rendered by consultant. It is the mutual understanding of the parties that the Consultant shall perform and be responsible for providing professional consultation services as it relates to Geospatial Information Systems for the City of Compton Municipal Water

Department ("Department"), as more particularly detailed in the **"Scope of Services,"** which is attached hereto, identified as **Attachment A,** and incorporated herein.

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

Consultant services hereunder shall be performed in good, workmanlike and professional manner. Consultant shall be responsible for correcting and completing all errors and omissions related to the services provided by the Consultant for this Agreement at no additional cost to the City**.** "Errors" and "Omissions" for purposes of this paragraph are defined to mean a failure by the Consultant to meet the standards of his 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 Consultant determines that are necessary, if any, to perform the services required by this Agreement. All of Consultant's staff will be qualified by training and experience to perform their assigned tasks. Consultant will give his personal attention to the fulfillment of the provisions of this Agreement by all of his employees and subconsultants, if any, and will keep the services under his control. On demand of City, if any employee or subconsultant 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 rendered pursuant to this Agreement.

Pro-West & Associates, shall be primarily responsible for performing the services required by this Agreement.

2. Duration of Contract. The parties agree that this Agreement shall commence effective July 1, 2024 and be effective through June 30, 2027 (720 hours), unless terminated earlier.

3. Compensation. The method of payment for the services rendered will be based on a fee-for-services basis, billable at a rate of **Thirty-Four Thousand Five Hundred Dollars** (**34,500.),** per year. It is understood and agreed between the parties that the maximum compensation payable for the services to be provided by the Consultant shall be limited not-to-exceed the amount of **One Hundred Three Thousand Five Hundred Dollars ($103,500.)** during the period of July 1, 2024 through June 31, 2027.

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

Progress payments may be made in arrears based on the percentage of work and deliverables completed by the Consultant. If Consultant fails to submit the required deliverable

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

Consultant shall be reimbursed within thirty (30) days, or as promptly as fiscal procedures may permit, for the undisputed reasonable value of services performed, 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 via email or mailed to the **General Manager of the Compton Municipal Water Department** at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

Unless there is a dispute as to the validity of the services and/or charges submitted, if the City fails to compensate Consultant for the invoiced amount within at least thirty-seven (37) days after receipt of the itemized invoice, then the Consultant may upon five (5) days written notice to the City, cease performing the services for the City until the amount outstanding and due has been received by the Consultant.

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

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

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

5. Independent Consultant Status. Consultant, employees, subconsultants, agents and volunteers (collectively hereinafter the "Consultant"), will perform the services in Consultant's own way and pursuant to this Agreement as an independent Consultant and in pursuit of Consultant's independent calling, and not as an employee of City. The persons used by Consultant to provide the services under this Agreement will not be considered employees of City for any purposes. Neither the City nor any of its officers, employees, agents or volunteers shall have any control over the conduct of the Consultant, except as expressly set forth in this Agreement. Consultant

expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Agreement that Consultant shall not at any time or in any manner, represent that Consultant is in any manner officers, employees, agents or volunteers of the City. Consultant shall obtain no rights to retirement, health care or any other benefit that accrue to City officials, officers, or employees. Consultant expressly waives any claim to such rights.

The payment(s) made to Consultant pursuant to the Agreement will be the full and complete compensation to which Consultant is entitled. City will not make any federal or state tax withholdings on behalf of Consultant or his agents, employees or subconsultants. City will not pay any workers' compensation insurance, retirement contributions or unemployment contributions on behalf of Consultant or his employees or subconsultants. 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 Consultant 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.

Professional uniform and appropriate personal protective equipment (PPE) for field worker should be provided and any quality improvement or communication software applications will also be supplied by the Consultant.

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

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

7. Nondiscriminatory Employment Practices. During the performance of this Agreement, the Consultant agrees not to discriminate against any employee or applicant for employment because of race, sex, creed, color, religion, age, sexual orientation, marital status, national origin, political affiliation, handicap or belief in accordance with requirements of City, State or Federal laws and regulations. Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, sex, creed, color, religion, age, sexual orientation, marital status, national origin, political affiliation, handicap or belief in accordance with requirements of City, State or Federal laws and regulations. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees, applicants and subconsultants 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 agreed to by the City, Consultant will not subcontract any portion of the services without prior written approval of the Water Department General Manager. If Consultant subcontracts any of the services, Consultant will be fully responsible to City for the acts, errors and omissions of Consultant's subconsultant and of the persons either directly or indirectly employed by the subconsultant, 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 subconsultant of Consultant and City. Consultant will be responsible for payment of subconsultants. Consultant will bind every subconsultant and every subconsultant of a subconsultant 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, his officers, employees, subconsultants 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 subconsultants. 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 below-designated insureds except for Workers Compensation and errors and omissions insurance. Consultant will obtain occurrence coverage, excluding Professional Liability, which

will be written as claims-made coverage. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage, as Consultant deems adequate, at Consultant's sole expense.

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

11.2 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.

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

Endorsements. For Commercial General Liability Insurance, 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 reporting provisions of the policies shall not affect coverage provided to the City. ***Prior to City's execution of this Agreement, Consultant will furnish certificates of insurance and endorsements to City.***

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

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

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

15. General Compliance with Laws. Consultant will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner 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, including, but not limited to strict compliance with the California Confidentiality of Medical Information Act and the Health Insurance Portability and Privacy Act and any regulations promulgated thereunder.

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

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

Either Party, upon tendering fifteen (15) calendar days written notice to the other Party, may terminate this Agreement for convenience. In this event and upon request of City, Consultant will assemble the work product without charge and put it in order for proper filing and closing and deliver it to City. Consultant will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

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

18. Covenants Against Contingent Fees. Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or

making of this Agreement. For breach or violation of this warranty, City will have the right to terminate this Agreement for nonperformance, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

19. 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.

20. 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.

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

22. 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.

23. 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.

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

25. 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.

26. 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:	**Pro-West & Associates** **8239 State 371 NW** **P.O. Box 812** **Walker, MN 56484**
To City:	**City of Compton** **205 South Willowbrook Avenue** **Compton, California 90220** **Attn: General Manager, Water Department** **(310) 605-5555**
Copy to:	**City of Compton** **205 South Willowbrook Avenue** **Compton, California 90220** **Attn: City Manager**

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

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

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

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

Pro-West & Associates
CONSULTANT

Dated: _____ **By _____**

CITY OF COMPTON
Recommended for Approval:

By _____ **Dated: _____**
Jose Garfias, Interim General Manager

Approved by:

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

Approved as to form:

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

ATTEST:

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

"ATTACHMENT A"

Professional Services Agreement – Pro-West & Associates (Consultant)
GIS Consulting Services
Compton Municipal Water Department

Scope of Services Provided by Consultant:

1. GIS coordinating services:
   a. Establish meetings with departments within the City of Compton
      i. Work with individual departments and staff
      ii. Work with multiple departments simultaneous
      iii. Establish reoccurring status/check-in meetings
   b. Assist the City in working with third party vendors (tax, imagery, document imagery, etc.)

2. GIS Data Development /Editing
   a. Any ongoing data maintenance and updates required (a few examples below)
      i. Utility data
      ii. Address or road updates
      iii. Zoning data
      iv. Land use data
      v. Streetlight data

3. Geodatabase/SQL
   a. Management best practices
   b. Data management and automated workflows
   c. SQL management
   d. Training
   e. Troubleshooting
   f. Custom scripts and/or tools

4. Parcel Support
   a. Fabric migration
   b. Parcel maintenance (fabric or non-fabric)
   c. Legal description training and support (reading/interpreting)

5. ArcGIS Online support
   a. Solutions
   b. Groups
   c. Feature services

6. System Integration

a. Third party system assessment
b. Third party system Integration with GIS solutions and/or databases
c. Training
d. Troubleshooting

7. Solution Configuration
    1. Solutions configured using ESRI COTs templates and/or Web Appbuilder
    2. Departmental and interdepartmental workflow assessment and design
    3. Open Data
    4. Story maps
    5. Dashboards
    6. GeoEvent integration
    7. Strategic planning for solution implementations
    8. Training
    9. Troubleshooting

8. Custom development
    a. Automation tasks (python included)
    b. Application development
    c. Widget development

9. Desktop GIS (ArcMap/Pro)

    a. Training
    b. Troubleshooting
    c. Custom tools
    d. Modeling

10. Infrastructure & Software
    a. Hardware/software analysis
    b. ESRI software upgrades
    c. Service parks/patches
    d. System design and best practices
    e. ESRI Enterprise deployment support
        i. ArcGIS Server
        ii. Portal
        iii. Pro
        iv. Data Store
        v. Web Adaptor
    f. Troubleshooting
    g. Training
    h. Other ESRI software as needed

11. GIS Data Conversion
        1. Data conversion from other systems to ESRI supported features (such as CAD or MicroStation)

INSIGHT PUBLIC SECTOR SLED
2701 E INSIGHT WAY
CHANDLER AZ 85286-1930
Tel: 800-467-4448

SOLD-TO PARTY 11113469

CITY OF COMPTON
CITY CONTROLLER
205 S WILLOWBROOK AVE
COMPTON CA 90220-3134

SHIP-TO

CITY OF COMPTON
JOSE GARFIAS
205 S WILLOWBROOK AVE
COMPTON CA 90220-3134

Quotation

Quotation Number	: 0227426100
Document Date	: 17-MAY-2024
PO Number	:
PO release:	:
Sales Rep	: Damien Tran
Email	: DAMIEN.TRAN@INSIGHT.COM
Telephone	:

We deliver according to the following terms:

Payment Terms	: Net 30 days
Ship Via	: Insight Assigned Carrier/Ground
Terms of Delivery	: FOB ORIGIN
Currency	: USD

Material	Material Description	Quantity	Unit Price	Extended Price
MQ6T3LL/A	Apple 10.9-inch iPad Wi-Fi + Cellular - 10th generation - tablet - 256 GB - 10.9" - 3G, 4G, 5G EWR Fee 4.00/EA OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 649.00 Discount: 3.082%	18	629.00	11,322.00
SGFC2LL/A	AppleCare+ for 10th gen iPad (10th geneneration) - extended service agreement - 2 years OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 66.99 Discount: 5.956%	18	63.00	1,134.00
12339LB14040	UAG Metropolis Series Rugged Case for iPad 10.9 (10th Gen, 2022) - Metropolis w Handstrap Black - flip cover for tablet OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 74.99 Discount: 51.994%	18	36.00	648.00
1233901P0000	UAG Screen Protector for iPad 10.9 (10th Gen, 2022) - Glass Shield Plus Clear - screen protector for tablet OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 59.99 Discount: 56.659%	18	26.00	468.00

Product Subtotal	12,438.00
Services Subtotal	1,134.00
EWR Fee	72.00
TAX	1,274.90
Total	14,918.90

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Damien Tran

DAMIEN.TRAN@INSIGHT.COM

To purchase under this contract, your agency must be registered with OMNIA Partners Public Sector.

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by you and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.
https://www.insight.com/terms-and-policies

June 25, 2024

TO: **MAYOR AND CITY COUNCIL MEMBERS**

FROM: **CITY TREASURER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH CHANDLER ASSET MANAGEMENT, INC. TO PROVIDE INVESTMENT ADVISOR SERVICES TO THE CITY TREASURER ($100,500)**

SUMMARY

This Resolution authorizes the City Manager to enter into an agreement with Chandler Asset Management (“Chandler) to provide investment advisor services to the City Treasurer.

BACKGROUND

The City Treasurer’s Office manages the City’s investment portfolio of $258 million. Currently, the portfolio includes two (2) Local Agency Investment Fund accounts, two (2) Money Market Accounts, and four (4) Certificate of Deposit accounts. The table below list the accounts (1-8) and projected account balances of April 30, 2024.

Account Type		4/30/2024
Local Agency Investment Fund (LAIF) Accounts		
(1) General Fund Cash (4.00%)		$64,009,693
(2) Successor Agency (4.00%)		$33,787,759
Sub-Total		$97,797,452
General Investment Accounts		
Money Market Accounts (MMAs) - Bank of Montreal (BMO)		
(3) Interest Checking - Wells Fargo (1.08%)		$5,008,091
(4) General Fund Cash 2023 (3.20%)		$74,623,397
Certificate of Deposits (CDs) - Bank of Montreal (BMO)		
(5) Successor Agency 2024,12 mos.,4.256%, M: 1/8/25		$10,107,549
(6) General Fund 2024,12 mos.,4.256%, M: 1/8/25		$10,107,549
(7) Measure P 2024, 6 mos., 4.579%, M: 7/8/24		$30,347,275
(8) Pension Tax 2024, 6 mos., 4.579%, M: 7/8/24		$30,347,275
Sub-Total		160,541,136
Total		**$258,338,588**

Prior to Fiscal Year 2021, the City was only invested in the Local Agency Investment Fund (LAIF), which has a deposit limit of $100 million dollars and a low-to-moderate interest rate. Most of the City's cash (nearly $150 million on average) sat uninvested in the City's General Bank Account receiving $0 in interest earnings.

In an effort to maximize interest earnings for the Residents and align the Treasurer's Office with current best practices, in July 2021, the City Treasurer's Office began investing the City's idle cash in Money Markey Accounts (MMA). In 2022, the City Treasurer's Office began investing idle cash in Certificate of Deposits (CD). In addition, Treasurer's Office staff began negotiating the conversion of existing checking accounts into interest bearing investment accounts. As a result of the work done since July 2021, current fiscal year interest earnings exceed $5 million as of 4/30/24 and are anticipated to reach $7 million dollars by the end of Fiscal Year 2024 (June 30, 2024). Not withstanding the success staff has achieved, more interest earnings could be actualized by engaging an investment advisor.

Municipal Financial Advisors

Investment Advisors serve an important function in modern municipalities. They assist public agencies with the investment of public funds, as well as financial analysis, modeling, planning, and forecasting associated with funding capital improvements. Municipal advisors are regulated by the Securities and Exchange Commission under the Dodd-Frank Wall Street and Consumer Protection Act.

Investment advisors are required to pass the Series 50 exam, a qualifying exam developed by the Municipal Securities Rulemaking Board (MSRB). They must register their firm and the advisors who work for the firm with the MSRB. In addition, municipal advisors are required to follow certain standards of conduct, as defined under MSRB Rule G-42, including regulatory compliance, licensing, and continuing education requirements. Most importantly, municipal advisors are obligated to serve in a fiduciary capacity to their clients and act in their best interest.

Selection of the Firm

Staff circulated a Request for Proposals (RFP) from 2/7/24 to 2/29/24. The notice was published in the Compton Bulletin pursuant to the City's policies for legal postings. In addition, the Treasurer's Office circulated the RFP to the California Municipal Treasurer's Association (CMTA), Government Financial Officers Association (GFOA), California Debt and Investment Advisory Commission (CDIAC), and the Government Investors Officers Association (GIOA).

The RFP Evaluation Committee was made up of staff from the City Treasurer, City Controller, and City Manager offices and the critical rating criteria for the proposals was as follows:

A. Understanding of the City's overall investment program
B. Understanding of the City's investment objectives and unique constraints
C. Experience managing local government portfolios in the State of California
D. How well the approach to investing City funds was articulated in the proposal
E. Fees

At the RFP deadline of 2/29/24 there were a total of ten (10) proposals received from the following investment companies:

1. Chandler Asset Management Inc.
2. Fisher Investments
3. Garcia Hamilton & Associates
4. Loop Capital
5. Meeder Public Fund
6. Morgan Stanley
7. PFM Asset Management
8. Public Trust Advisors
9. RBC Global Asset Management
10. Three+one

Based on the critical rating criteria described above, the RFP Evaluation Committee determined that Chandler Asset Management, Inc. would be the best match for the City of Compton. The proposal from Chandler Asset Management, Inc. is attached for your reference.

STATEMENT OF THE ISSUE

Investment of public funds is guided by the California Government Code and the City's Investment Policy. However, City Council approval is required to enter into an agreement with Chandler Asset Management, Inc. to provide investment advisor services.

FISCAL IMPACT

The existing investment program is projected to yield $5 to $7 million dollars this fiscal year. With the assistance of Chandler Asset Management, Inc., it is anticipated that interest earnings could exceed $10 to $12 million dollars per fiscal year – nearly double that of the existing program managed by in-house staff. The firm will be paid a flat rate

not to exceed $100,500 for a twelve (12) month agreement with the option to renew for two (2) additional fiscal years.

RECOMMENDATION

Staff recommends Council adopt the attached Resolution.

BRANDON MIMS
CITY TREASURER

APPROVED FOR FORWARDING:

WILLIE A. HOPKINS, JR.
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH CHANDLER ASSET MANAGEMENT, INC. TO PROVIDE INVESTMENT ADVISORY SERVICES ($100,500)

WHEREAS, the City Treasurer of the City of Compton, pursuant to Section 701 City Charter and the City's Investment Policy, shall be the custodian of all public funds belonging to or under control of the City, or any office, department, or agency thereof; and

WHEREAS, as part of that custodial role, the City Treasurer invests the City's idle cash; and

WHEREAS, prior to July 2021, the City's primary investment instrument had been the Local Agency Investment Fund (LAIF), and since July 2021, the City's investments have expanded to include Certificate of Deposits (CDs), Money Market Accounts (MMAs), and interest earning checking accounts, as follows:

Code	Type of Investment	Issuer Name	Date of Maturity	Current Value
A	Certificate of Deposit (Pension Tax, Fund 2100)	BMO		$30,347,275
B	Certificate of Deposit (Measure P, Fund 1004)	BMO		$30,347,275
C	Certificate of Deposit (Successor Agency)	BMO		$10,107,549
D	Certificate of Deposit (General Account)	BMO		$10,107,549
E	General Fund Money Market Account	BMO	N/A	$74,623,397
F	Government Advantage Interest Account	Wells Fargo	N/A	$5,008,091
			Total	**$160,541,136**

WHEREAS, as a result of this expansion in investment activity, interest earnings have increased dramatically since July 2021, and the City, with the assistance of an investment advisor, could increase interest earnings even further, which is in the best interest of the Residents of Compton; and

WHEREAS, to that end, the City Treasurer's Office circulated a Request for Proposal (RFP) for Investment Advisory Services and the following proposals were received:

1. Chandler Asset Management Inc.
2. Fisher Investments
3. Garcia Hamilton & Associates
4. Loop Capital
5. Meeder Public Fund
6. Morgan Stanley
7. PFM Asset Management
8. Public Trust Advisors
9. RBC Global Asset Management
10. Three+one

WHEREAS, the City Treasurer's Office assembled staff from the City Controller, City Attorney and City Manager offices to evaluate the above-mentioned proposals (Investment Advisor RFP Evaluation Committee); and

WHEREAS, the Investment Advisor RFP Evaluation Committee evaluated each of the proposals received and determined that Chandler Asset Management Inc. would best meet the needs of the City.

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

Section 1. That the City Manager is authorized, on the advice and approval of the City Attorney, to enter into a professional services agreement with Chandler Asset Management Inc. for investment advisor services not to exceed $100,500 to be paid from account number 1001-44-0000-4262.

Section 2. That Chandler Asset Management Inc. shall serve as a custodian for the funds under their advisement and be authorized to make transactions on the City's behalf.

Section 3. That the aforementioned agreement shall be for one (1) year with the option to renew for two (2) additional years.

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

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

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-
ABSENT: COUNCIL MEMBERS-
ABSTAIN: COUNCIL MEMBERS-

_____

CITY CLERK OF THE CITY OF COMPTON

PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF COMPTON AND
CHANDLER ASSET MANAGEMENT, INC.

This **AGREEMENT** is entered by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as **"CITY"**) located at 205 South Willowbrook Avenue, Compton, California 90220, and **CHANDLER ASSET MANAGEMENT, INC.** (hereinafter referred to as **"CONSULTANT"**), located at 9255 Towne Centre Drive, Suite 600, San Diego, CA 92121.

RECITALS

WHEREAS, by Resolution No.____, adopted on the 18th day of June 2024, the City Council gave approval to award a contract to the Consultant to provide the services required by this Agreement; 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 (each a "Party" and collectively, the "Parties") 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 Consultant. It is the mutual understanding of the parties that the Consultant shall perform and be responsible for providing and rendering the services described in Exhibit A – Scope of Services.

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

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

Consultant will be responsible for employing or engaging all persons necessary to perform the services. All of Consultant's staff will be qualified by training and experience to perform their assigned tasks. Consultant will give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subconsultants, if any, and will keep the services under

its control. On demand of City, if any employee or subconsultant 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 performed pursuant to this Agreement.

Alayne M. Sampson, Senior Portfolio Strategist of Consultant, shall be primarily responsible for representing Consultant in performance of this Agreement.

2. **Duration of Contract.** Consultant agrees to commence the services provided for herein 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 hereby set forth as a twelve (12) month period with the option to renew for two (2) additional years.

Consultant 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 Consultant's work product or other unavoidable delays occasioned by unforeseen circumstances; provided, further, that such unavoidable delay will not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, Consultant's officers or employees.

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

3. Compensation. The method of payment for this Contract will be on a fee-for-services basis as specified in Exhibit B - Fees. The total price paid the Consultant will include compensation for all work, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the Consultant, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total compensation will be negotiated between the Consultant and the City. Adjustment in the total compensation will not be effective until authorized and approved in writing by the City**.**

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

Consultant shall be reimbursed within thirty (30) days, or as promptly as fiscal procedures may permit, upon receipt by the City of itemized invoices for services completed. Invoices shall be submitted no later than 45 calendar days after the performance of work for which the Consultant is billing. Invoices shall detail the work performed on each task as applicable. Invoices shall be delivered or mailed to the City Treasurer 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 Consultant pursuant to this Agreement, City shall pay, and Consultant agrees to accept, a not-to-exceed maximum sum of **One Hundred Thousand, Five-Hundred Dollars ($100,500.00)**, on an annual basis.

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

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

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

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

The payment made to Consultant pursuant to the Agreement will be the full and complete compensation to which Consultant is entitled. City will not make any federal or state tax

withholdings on behalf of Consultant or its agents, employees or subconsultants. City will not pay any workers' compensation insurance, retirement contributions or unemployment contributions on behalf of Consultant or its employees or subconsultants. 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 Consultant of Consultant for work done under this Agreement. At the City's election, City may deduct the amounts paid pursuant to this Section, from any balance owing to Consultant.

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

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

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

of a subconsultant 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, subconsultants 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 subconsultants. 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 below-indicated insureds except for Workers' Compensation and errors and omissions insurance. Consultant will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage, as Consultant deems adequate, at Consultant's sole expense.

11.1 Commercial General Liability Insurance. $1,000,000 combined single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted

policies contain aggregate limits, general aggregate limits will apply separately to the work under this Agreement or the general aggregate will be twice the required per occurrence limit.

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

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

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

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

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

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

13. Maintenance of Records. Consultant will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Consultant will allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Consultant 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. 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 which is usable and of worth to City in having the Agreement completed. Based upon that finding City will determine the final payment of the Agreement. In the event City elects to terminate, City will have the right to immediate possession of all Work Product and work in progress prepared by Consultant, whether located at the project site, at Consultant's place of business, or at the offices of a subconsultant.

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

Either Party, upon tendering fifteen (15) 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 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.

Consultant acknowledges that the filing of a false claim may subject Consultant to an administrative proceeding as a 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 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.

_____ _____

Nicole Dragoo, JD (Date)
Chief Executive Officer

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

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

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

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

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

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

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

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

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

TO CONSULTANT:
CHANDLER ASSET MANAGEMENT, INC.
Nicole Dragoo, JD
9255 Towne Centre Drive, Suite 600
San Diego, CA 92121
858-546-3737

TO CITY:
CITY OF COMPTON
205 South Willowbrook Avenue
Compton, California 90220
Attn: City Treasurer
(310) 605-5515

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.

31. **Electronic Delivery.** Electronic Delivery. From time to time, Consultant may be required to deliver certain documents to City such as account information, notices and required disclosures. City hereby consents to Consultant's use of electronic means, such as email, to make such delivery. This delivery may include notification of the availability of such document(s) on a website, and Client agrees that such notification will constitute "delivery". City further agrees to provide Consultant with City's email address(s) and to keep this information current at all times by promptly notifying Consultant of any change in email address(s).

City email address(s):_____

32. Custody of Securities and Funds. Consultant shall not have custody or possession of the funds or securities that City has placed under its management. City shall appoint a custodian to take and have possession of its assets. City recognizes the importance of comparing statements received from the appointed custodian to statements received from Consultant. City recognizes that the fees expressed above do not include fees City will incur for custodial services.

33. Investment Advice. City recognizes that the opinions, recommendations and actions of Consultant will be based on information deemed by it to be reliable, but not guaranteed to or by it. Provided that Consultant acts in good faith, City agrees that Consultant will not in any way be liable for any error in judgment or for any act or omission, except as may otherwise be provided for under the Federal Securities laws or other applicable laws.

34. Other Clients. Receipt of Brochure and Privacy Policy. City hereby acknowledges receipt of the disclosure statement or "brochure" and "brochure supplement" also known as Part 2A and Part 2B of Form ADV, required to be delivered pursuant to Rule 204-3 of the Investment Advisers Act of 1940 (Brochure). City further acknowledges receipt of Consultant's Privacy Policy, as required by Regulation S-P.

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

CHANDLER ASSET MANAGEMENT, INC.

Dated: _____ **By _____**
Nicole Dragoo, JD ,Chief Executive Officer

CITY OF COMPTON
Recommended for Approval:

By _____ **Dated: _____**

Brandon Mims, City Treasurer

Approved by:

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

Approved as to form:

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

ATTEST:

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

Exhibit A – Scope of Services

Consultant is pleased to continue to offer the City of Compton the following services:

1. Manage the City's investment portfolio pursuant to the specific, stated investment objectives. Place all orders for the purchase and sale of securities, communicate settlement information to the City's staff and coordinate security settlement. Execute all approved trades through competitive bidding processes when possible. The investment advisor will not provide custodial services or security safekeeping.

2. Provide assistance in developing and implementing an investment strategy that will maintain or enhance portfolio quality and performance within the parameters of the City's Investment Policy and cash flow needs.

3. Ensure the portfolio is in compliance with applicable laws and the City's Investment Policy including ordinances and resolutions relating to the investment of public funds.

4. Provide the City with investment reports that shall include, but not be limited to the following:

    a. Monthly statements with all the information required by the California Government Code and Governmental Accounting Standards Board (GASB). These reports must include, but not limited to: detailed portfolio holdings including a complete description of the portfolio, the type of investments, the issuers, purchase price, accrued interest, amortized cost, market and book values, purchase date, maturity date, next upcoming potential call date, assigned security ratings by a nationally recognized statistical rating organization (NRSRA), principal and interest payments, effective earnings rate, yield to maturity, days to maturity, and portfolio summary statistics. These reports are required to be completed no later than the 20th of the month for the immediately preceding month for presentation to the Investment Advisory Committee and City Council at their meetings.

    b. Quarterly investment reports including a description of market conditions, investment strategies employed, performance, and suggested changes to investment strategy.

    c. Annual portfolio performance reports, based on the City's fiscal year, including, but not limited to: local and national economy, the City's portfolio holdings, performance objectives, and policy compliance.

5. Perform broker/dealer due diligence and maintain relations with the broker/dealer community.

6. Continually monitor market conditions and circumstances and report on any recommended changes to policies, strategies, and specific positions.

7. Annually, or more often if necessary, review the City's Investment Policy and provide recommended changes as needed per California Government Code or to incorporate best practices as provided by relevant statewide and national organizations. The City's Investment Policy will be submitted to the Investment Advisory Committee and the City Council for approval on an annual basis.

8. Attend Investment Advisory Committee meeting every quarter to present investment performance and market conditions. Attend City Council meetings as necessary.

9. Serve as a general resource to the City's staff for information, advice, and training regarding fixed-income investments. Communicate as necessary with City staff to understand the City's investment operations.

Exhibit B – Fees

Fee Schedule for the City of Compton

Assets Under Management	Annual Asset Management Fee
First 75 mm	8 bps (0.08 of 1%)
Next 50 mm	6 bps (0.06 of 1%)
Next 100 mm	4 bps (0.04 of 1%)
Over 225 mm	3 bps (0.03 of 1%)

Consultant's fee schedule is all-inclusive for the services that Consultant provides, including full time investment advisory and portfolio management services, technological resources, onboarding and implementation, online access to the Consultant's Client Portal, comprehensive reporting, meetings, personal visits, educational offerings for your staff, as well as the additional treasury support services described herein in Consultant's proposal. Consultant does not charge fees on funds held in vehicles not directly under our management, including Local Government Investment Pools and internally managed liquid funds. Consultant can consolidate these funds in our reports to the City at no extra charge, providing a 360-degree view of the entire investment program. Fees are firm for the entire two-year initial contract term and optional two-year extensions, and the City will not be subject to any increases during this period.

CHANDLER ASSET MANAGEMENT

City of Compton

Investment Management Services

May 21, 2024

Alaynè Marie Sampson
Senior Portfolio Strategist

Mia Corral Brown
Regional Director

For One-on-One Presentation

Today's Agenda

SECTION 1	Partnering with Chandler Asset Management
SECTION 2	Adding Value to the City of Compton's Investment Program
SECTION 3	Client Service, Compliance, and Reporting
SECTION 4	Biographies & Disclosures



Partnering with Chandler Asset Management

Experienced Team Working with the City of Compton

Finance Staff ⟷ **City Council**

Your Relationship Team Members



Alaynè Marie Sampson
Senior Portfolio Strategist
21 Years Industry Experience

Portfolio Strategy & Research



Genny Lynkiewicz, CFA
Senior Portfolio Manager
18 Years Industry Experience

Investment Management, Portfolio Management, Research, Credit Analysis



Mia Corral Brown
Regional Director
26 Years Industry Experience

Relationship Management and Engagement Oversight



Nolan Serumaga
Client Service Associate
1 Years Industry Experience

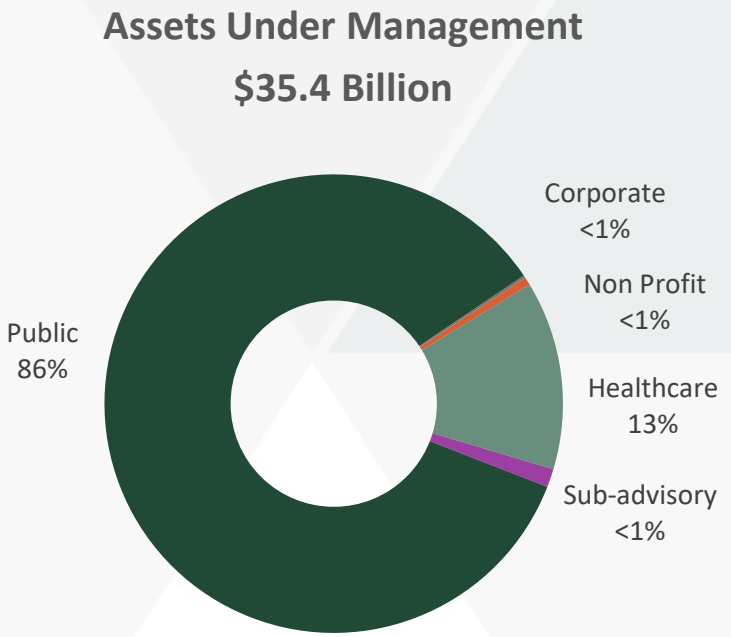
Client Service Support

Supported by a Deep Bench of Investment Professionals:
Investment Management, Compliance, Operations, Client Service and Administration

Specializing in Investment Management for Public Agencies

"We believe if we do what is right for our clients, our own success will follow."

- *California Based, Independent & Employee-Owned*
  - Fixed income investment specialist since 1988
  - Founded by public agency investment professionals
  - Serve 200 local government clients
  - 75 California cities
  - Corporate headquarters in Southern California
- *Custom Investment Programs*
  - Investment solutions based on individual risk profiles and return goals
  - Direct access to investment management team
  - Strategies for operating, short, and long-term reserves, bond proceeds, and other Board-designated funds
- *Stable Team of Investment Professionals*
  - Team of investment professionals average over two decades portfolio management experience
  - Continuity provided through team approach
  - Disciplined, repeatable investment process
  - Proprietary investment analysis



Chandler assets under management as of March 31, 2024.

Lasting Partnerships with Southern California Neighbors

Orange County Clients	Inland Area Clients	Los Angeles/Ventura Clients
City of Brea	City of Chino Hills	Alameda Corridor Trans. Authority
City of Buena Park	Coachella Valley Water District	City of Agoura Hills
City of Costa Mesa	City of Corona	City of Bell
East Orange County Water	Beaumont Cherry Valley Water	City of Beverly Hills
City of Fountain Valley	Elsinore Valley Municipal Water	City of Camarillo
City of La Habra	City of Indio	Crescenta Valley Water District
City of Mission Viejo	City of Menifee	City of El Monte
Moulton Niguel Water	City of Moreno Valley	City of Gardena
City of Newport Beach	City of Palm Springs	City of La Mirada
Orange County Sanitation	City of Perris	Los Angeles County Metro. Trans.
Orange County Transportation	Rancho California Water	City of Pico Rivera
City of San Clemente	City of Riverside	City of Pomona
City of San Juan Capistrano	San Bernardino Municipal Water	City of Port Hueneme
South Coast Water District	City of San Jacinto	Three Valleys Municipal Water
Transportation Corridor Agency	Temescal Valley Water	Upper San Gabriel Mun. Water
City of Tustin	West Valley Water	Walnut Valley Water
City of Westminster	Western Municipal Water	West Basin Municipal Water

**Chandler's California assets under management as of March 31, 2024. A listing of the firm's representative clients in the State of California's San Diego, Orange, Ventura, Inland area, and Los Angeles County. This list only includes clients that have given permission to be listed. It is not known whether the clients listed approve or disapprove of Chandler Asset Management and the advisory services provided. Includes discretionary and non-discretionary relationships.*

Significant Experience with Agencies throughout California

Cities

- Alameda, CA
- American Canyon,CA
- Arcata, CA
- Atwater, CA
- Bell, CA
- Beverly Hills, CA
- Brea, CA
- Buena Park, CA
- Camarillo, CA
- Chino Hills, CA
- Chula Vista, CA
- Corona, CA
- Costa Mesa, CA
- Cupertino, CA
- Danville, CA
- Desert Hot Springs, CA
- Dublin, CA
- Elk Grove, CA
- Emeryville, CA
- Fairfield, CA
- Fountain Valley, CA
- Gardena, CA
- Imperial Beach, CA
- Indio, CA
- La Habra, CA
- Lake Forest, CA
- La Mirada, CA
- Long Beach, CA
- Menifee, CA
- Merced, CA
- Milpitas, CA
- Mission Viejo, CA
- Monterey, CA
- Moreno Valley, CA
- Mountain View, CA
- Murrieta, CA
- National City, CA
- Newport Beach, CA
- Oceanside, CA
- Orange, CA
- Palm Springs, CA
- Perris, CA
- Pico Rivera, CA
- Pleasant Hill, CA
- Pomona, CA
- Riverside, CA
- Rohnert Park, CA
- Salinas, CA
- San Clemente, CA
- San Jacinto, CA
- San Juan Capistrano, CA
- San Leandro, CA
- San Marcos, CA
- San Mateo, CA
- Santa Paula, CA
- Solana Beach, CA
- So. San Francisco, CA
- Stanton, CA
- Stockton, CA
- Sunnyvale, CA
- Tracy, CA
- Tustin, CA
- Vallejo, CA
- West Sacramento, CA
- Westminster, CA
- Yucca Valley, CA

Counties

- Alpine, CA
- Calaveras, CA
- Mendocino, CA
- Modoc, CA
- San Benito, CA
- Sierra, CA
- San Diego, CA**
- Ventura, CA**
- Lake, CA
- Amador, CA
- Santa Clara, CA

Chandler's California AUM

$28.8 Billion*

Chandler has extensive experience serving neighboring regional clients throughout the state of California.

Special Districts and JPAs

- Alameda Corridor Transportation Authority, CA
- Alameda County Water District, CA
- Authority for CA Cities Excess Liability, CA
- Beaumont-Cherry Valley Water District, CA
- Big Independent Cities Excess Pool, CA
- California Earthquake Authority, CA
- California Insurance Pool Authority (CIPA) , CA
- California Joint Powers RMA, CA
- Calleguas Municipal Water District, CA
- Calaveras County Water District, CA
- Central San Joaquin Valley RMA, CA
- Coachella Valley Water District, CA
- Crescenta Valley Water District, CA
- East Orange County Water District, CA
- Elsinore Valley Water District, CA
- First 5 Alameda County, CA
- Grossmont Healthcare District, CA
- LA County Metropolitan Transportation Auth., CA
- Marin Clean Energy, CA
- Mammoth Community Water District, CA
- Moulton Niguel Water District, CA
- Orange County Transportation Authority, CA
- Peninsula Clean Energy, CA
- Palomar Health, CA

Special Districts and JPAs (*cont.*)

- PRISM, CA
- Rancho California Water District, CA
- Redwood Empire Municipal Insurance Fund, CA
- San Bernardino Municipal Water Department, CA
- San Diego County Regional Airport Authority, CA
- San Diego County Water Authority, CA
- Santa Clarita Valley Water District, CA
- South Coast Water District, CA
- Temescal Valley Water District, CA
- Transportation Corridor Agencies (OC Toll Roads), CA
- Three Valleys Municipal Water District, CA
- Upper San Gabriel Municipal Water District
- Walnut Valley Water District, CA
- West Basin Municipal Water District, CA
- Western Municipal Water District, CA
- West Valley Water District, CA

**Chandler's California assets under management as of March 31, 2024. List includes discretionary and non-discretionary relationships. The list only includes clients that have given permission to be listed, but it is not known whether the clients listed approve or disapprove of Chandler Asset Management and the advisory services provided. **Advisory-only relationship.*

We Collaborate With You On All Aspects of Your Investment Program



Investment Advisers

Chandler Asset Management is a registered investment adviser

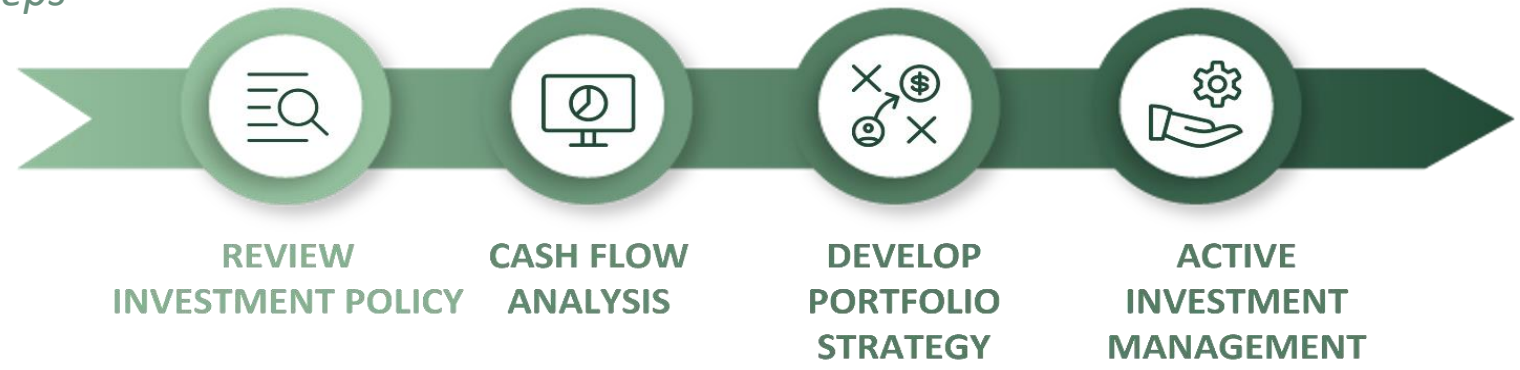
- Regulated by the SEC under the Investment Advisers Act of 1940
- Acts as a ***fiduciary*** for client assets
- Decisions based on compliance with policy, objectives, and state code
- Emphasis on the entire portfolio, rather than individual transactions
- Provide comprehensive investment management services
- Compensated on the basis of assets under management, not transactions



Chandler's Approach to Adding Value to the City of Compton's Investment Program

Approach to Building an Investment Program

Initial Steps



Ongoing Management

- Credit analysis of security issuers and financial institutions
- Asset-liability management
- Broker/dealer due diligence and relations
- Consistent application of a disciplined, conservative investment process. Our approach focuses on:
  - Safety of principal*
  - Appropriate levels of liquidity
  - Diversification of risk
  - Compliance with legal requirements, policies, and objectives
  - Generating market yield and return

**While Chandler focuses on safety of principal by investing in conservative investment-grade quality bonds, investors should be aware that bonds and other fixed income securities do carry some degree of risk and we cannot ensure a profit nor guarantee against loss.*

Segmenting the Portfolio for Structure



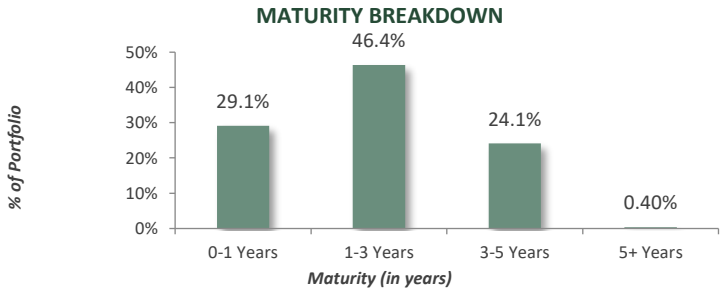
Total Portfolio

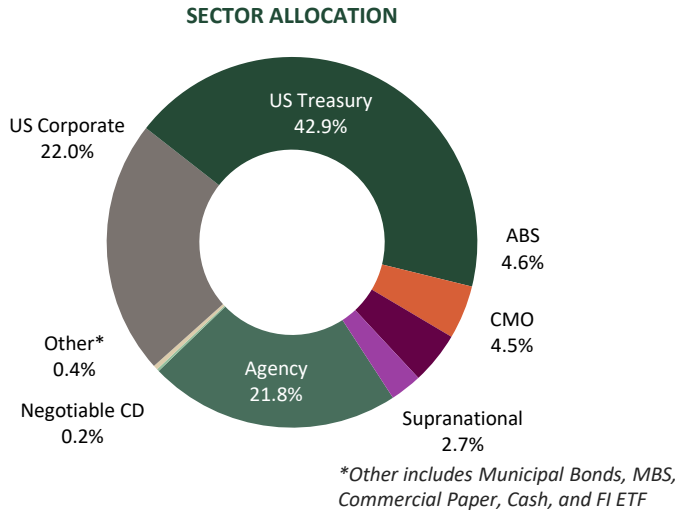
Daily Liquidity	Less than 1 Year	Greater than 1 Year
Checking Account	**Liquidity Portfolio**	**Reserve Portfolio**
▪ Daily cash required for payroll, operational and other outgoing invoices	▪ Local Government Investment Pools (LGIP) i.e., LAIF ▪ Government Money Market Funds ▪ Invest in Individual Securities by matching maturities to known expenditures	▪ Limited Maturity Strategy or Short Term Bond Strategy ▪ Targets a longer duration to enhance the potential to increase earnings ▪ Invest in securities allowed by California Government Code and the Investment Policy

Chandler's Composites as of *March 31, 2024*

Limited Maturity (1-3 Year)

Average Final Maturity	2.00 years
Average Duration	1.78 years
Yield-to-Maturity	5.26%
Average Quality (S&P)	AA+
Average Coupon	2.77%

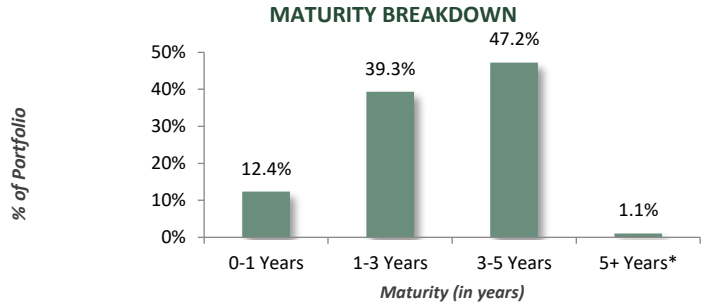


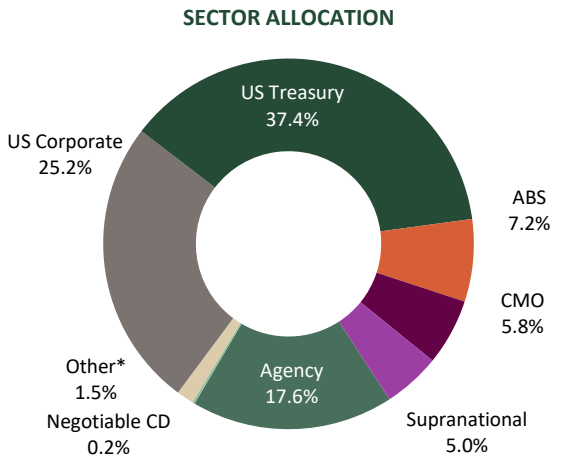


*Other includes Municipal Bonds, MBS, Commercial Paper, Cash, and FI ETF

Short Term Bond (1-5 Year)

Average Final Maturity	2.85 years
Average Duration	2.49 years
Yield-to-Maturity	4.88%
Average Quality (S&P)	AA+
Average Coupon	2.86%





*Other includes Municipal Bonds, Cash Negotiable CD, Commercial Paper and MBS

Based on Chandler's Limited Maturity and Short Term Bond composite characteristics as of 03/31/2024. Credit Quality equivalent of composite/average of S&P, Moody's and Fitch ratings; "A" category includes "A-1" rated money market securities. The composite characteristic information presented above is supplemental information pursuant to GIPS®. There is no guarantee that investment in any of these styles will result in characteristics similar to those that appear in this presentation due to changes in economic conditions and other market factors. Past characteristics are not indicative of future results.



Client Service, Compliance, and Reporting

Transparent Reporting and Communication

24/7 Online Access to the Portfolios via the Chandler Client Portal

Monthly statements available by the 3rd business day

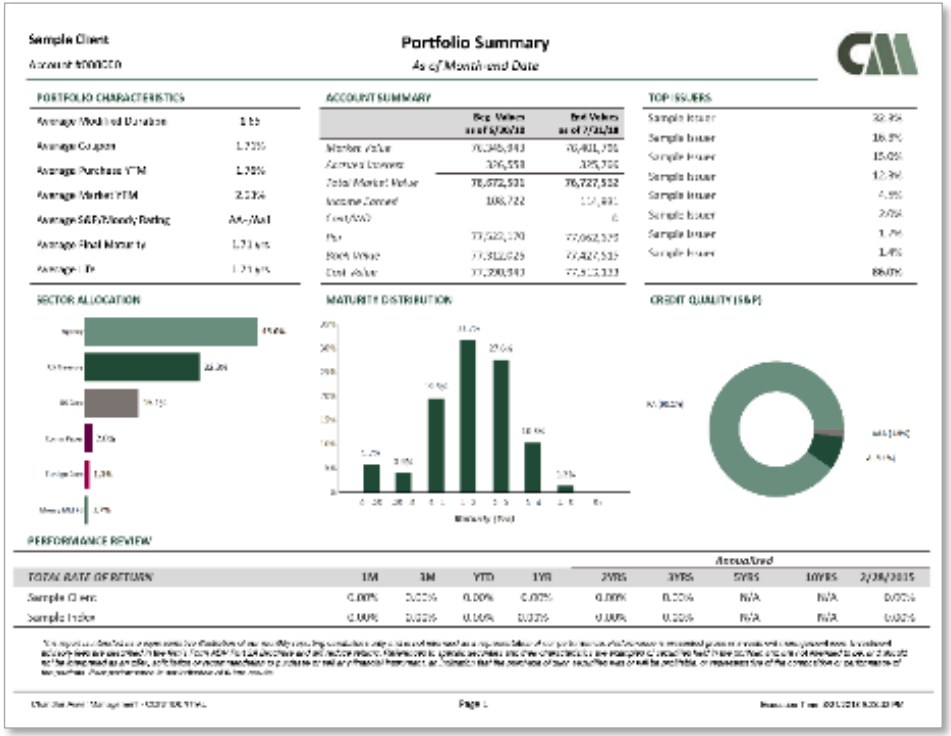
- Reports designed for Accounting and Reporting
  - Portfolio summary, compliance statement, reconciliation summary, holdings report, transactions ledger, income earned, cash flow report

Quarterly reports in person with investment management team

- Economic overview
- Account profile
  - Objectives and compliance statement
  - Portfolio summary, sector distribution, issuer report, quality distribution, duration distribution and investment performance
- Holdings report, transactions Ledger

Annual Reporting

- GASB 40 and 72



This sample report is being provided for illustrative purposes to demonstrate Chandler Asset Management's reporting capabilities. References to specific securities and their characteristics are examples of securities held in the portfolio and are not intended to be, and should not be interpreted as an offer, solicitation or recommendation to purchase or sell any financial instrument, an indication that the purchase of such securities was or will be profitable, or representative of the composition or performance of the portfolio. The information contained in this sample presentation was obtained from sources we believe to be reliable, but we do not guarantee its accuracy.

Compliance with Investment Policy and CA Code

Assets managed by Chandler Asset Management are in full compliance with California Government Code and with the Client's investment policy.

Category	Standard	Comment
Treasury Issues	No limitation	*Complies*
Agency Issues	No limitation	*Complies*
Supranationals	30% maximum; 5% max issuer; 5 years max maturity; Issued by IBRD, IFC, or IADB only; "AA" rated or higher by a NRSRO	*Complies*
Banker's Acceptances	40% maximum; 5% max issuer; <180 days maturity; A-1 rated equivalent by at least two NRSROs; "A" rated or better by two NRSROs on long-term debt	*Complies*
Commercial Paper	25% maximum; 5% max issuer; <270 days maturity; A-1 rated or higher by at least two NRSROs; "A" rated or higher by two NRSROs on long-term debt; Issuer is a corporation organized and operating within U.S. with assets in excess of $500 million	*Complies*
Negotiable Certificates of Deposit	40% maximum; 5% max issuer; <180 days maturity; A-1 rated equivalent by at least two NRSROs; "A" rated or better by two NRSROs on long-term debt	*Complies*
Medium Term Notes	30% maximum; 5% max issuer; "A" rated or better by two NRSROs	*Complies*
Money Market Mutual Funds	20% maximum; 10% per fund; Highest rating by two NRSROs	*Complies*
Federally Insured Certificates of Deposit (CDs)/Time Deposit (TDs)	20% maximum (combined FDIC insured and collateralized TD/CD)	*Complies*
Collateralized Certificates of Deposit (CDs)/Time Deposit (TDs)	20% maximum (combined FDIC and collateralized TD/ CD); A-1, or higher by 2 NRSROs; "A" rated or higher by two NRSROs, if long-term debt	*Complies*
Mortgage Pass-throughs, CMOs and Asset Backed Securities	20% maximum; 5% max issuer; "AA" rated or higher by a NRSRO; "A" rated issuer or higher by a NRSRO; 5 years max maturity	*Complies*
Local Agency Investment Fund (LAIF)	Program limitation; Currently not used by investment adviser	*Complies*
Repurchase Agreement	1 year max maturity; 102% collateral; Currently not used by investment adviser	*Complies*
Prohibited Securities	Inverse floaters; Ranges notes, interest-only strips from mortgaged backed securities; Zero interest accrual securities	*Complies*
Max Per Issuer	5% (except U.S. government, its Agencies and GSEs, Money Market Fund or LGIP)	*Complies*
Maximum maturity	5 years	*Complies*

This sample report is being provided for illustrative purposes to demonstrate Chandler Asset Management's reporting capabilities. Elements of the Compliance Report are representative of investment guidelines promulgated by State Law or the entity's investment policy.

Expert Oversight and Governance of Investment Program

INVESTMENT ADVISER OVERSIGHT

Full time investment advisory services.

- SEC-registered investment adviser focused on the primary tenets of *safety, liquidity,* and *total return*
- Expertise in California Government Code
- Initial and annual review of the investment policy

RISK MANAGEMENT

Rigorous credit analysis and monitoring of securities issuers.

- Portfolios are diversified to appropriate sectors with issuer limitations
- Monitor market conditions and evaluate market risk
- Performance measurement against appropriate benchmarks

COMPLIANCE

Automated pre-trade, post-trade and end of day compliance checks.

- Daily review and monitoring by Chandler experts
- *Statement of Compliance* in monthly account statements

RESOURCES

Best-in-class resources for portfolio management, compliance, settlement, and reporting.

- Proprietary cash flow models
- Horizon Analysis Model
- Credit analysis and security selection

REPORTING

Presentations to Staff and Council.

- Monthly reports by 3rd business day
- Quarterly reports for in-person discussion
- Customized and consolidated reports
- *Online Client Portal* to access trade tickets, documents, historical information

CLIENT SERVICE

Direct access to Investment and Client Service Professionals.

- Education and training on investment topics
- Webinars and CPE credits
- Transition and onboarding support



Biographies & Disclosures

Mia Corral Brown
Regional Director

Mia Corral Brown is a Regional Director at Chandler. Leveraging over two decades of experience providing client service to both institutional and public sector clients, Mia's area of focus is on business development and engagement oversight for Public Sector clients in Southern California which include, Cities, Water Districts, Counties, Special Districts and Joint Power Authorities.

In her tenure at Chandler, Mia has served as an Associate, Vice President, Senior Vice President and Sr. Relationship Manager. She is adept at working alongside Public Agencies to provide comprehensive investment management and client service solutions. Prior to joining Chandler, Mia was employed at Nicholas Applegate Capital Management as an Assistant Marketing Manager and has worked as a Sales Assistant in her early years in the Financial Industry.

Mia is an active member of the California Society of Municipal Finance Officers (CSMFO), the Government Finance Officers Association (GFOA), California Municipal Treasurers Association (CMTA), and is a Member of the California Association of California Treasurers and Tax Collectors and several other Associations which support CA Public Agencies. Mia is a founding member of Women in Public Finance, San Diego Chapter and is a member of our Firm's DEIB Committee. Mia is a graduate of San Diego State University where she earned her B.A. in communications with an emphasis in business.

Alaynè Marie Sampson
Senior Portfolio Strategist

Alaynè Marie Sampson joined Chandler in 2022 as a Senior Portfolio Strategist. She is a member of the Investment Management Team and participates actively in the portfolio management process as well as builds and maintains client relationships. Alaynè has over 20 years of investment and financial experience. She focuses on identifying and communicating key investment related themes and trends for implementation into fixed income strategies for local government and institutional clients.

Prior to joining Chandler, Alaynè was a Senior Short-Term Credit Analyst, where she was responsible for fundamental credit analysis of commercial paper issuers for a $135 billion cash portfolio. Other roles include Business Project Manager, TAP Associate, and Senior Business Systems Analyst. Alaynè is the Board Chair for Court Appointed Special Advocates of Los Angeles. Alaynè is a graduate of Cornell University with her B.A. in Women's Studies. She holds the FINRA Series 65 license.

Genny Lynkiewicz, CFA
Senior Portfolio Manager

Genny Lynkiewicz is a Senior Portfolio Manager at Chandler Asset Management. She is responsible for implementing portfolio strategy and securities trading in client accounts. Genny has over 18 years of experience in the finance industry specializing in fixed income investments.

Prior to joining Chandler in 2015, Genny worked at BMO Asset Management in Chicago where she managed over $8 billion in taxable money market funds, securities lending portfolios and separately managed accounts. Genny earned a B.B.A. in Finance, Investment & Banking and a Certificate in International Business from the University of Wisconsin, Madison. She holds the designation of Chartered Financial Analyst.

Nolan Serumaga
Client Service Associate

Nolan Serumaga is a Client Service Associate and joined Chandler Asset Management in 2023. He serves as a liaison between clients and the Chandler team to maintain existing client relationships. He proactively schedules client meetings, creates, and distributes client reports, and responds to client-generated requests. Nolan also maintains the client database and assists with the Chandler Client Portal. Previously, Nolan was an intern at PIMCO and Capital Group. At PIMCO, Nolan gained broad exposure to financial markets, portfolio analysis, and client communication. At Capital Group, he researched, analyzed, identified, and documented opportunities for the Knowledge Management team.

Nolan is a graduate of California State University San Marcos with a B.S. in Business Administration with an emphasis in Global Supply Chain Management. Nolan holds the State Seal of Biliteracy in Spanish.

Disclosures

©2024 Chandler Asset Management, Inc., An Independent Registered Investment Adviser.

This report is being provided for informational purposes only. No investment decision should be made based solely on the information provided herein. All investments involve risk, including loss of principal invested. The strategies referenced may not be suitable for all investors. The information contained herein is based on internal research derived from various sources and does not purport to be statements of all material facts relating to the strategies. While not guaranteed as to accuracy or completeness, some of the information has been obtained from sources we believe to be reliable. Opinions expressed herein are subject to change without notice. There can be no assurance that an account or specific investment product will be able to achieve its investment objective. No guarantee of investment performance is being provided and no inference to the contrary should be made.

Any forecasts, forward-looking statements and assumptions are inherently limited and should not be relied upon as an indicator of future results. Any opinions and views constitute judgments made by the author at the date of this presentation and may become outdated or superseded at any time without notice. Any statements concerning financial market trends are based on current market conditions, which will fluctuate.

Economic factors, market conditions and investment strategies will affect the performance of any portfolio and there are no assurances that it will match or outperform any particular benchmark. The data contained in this presentation is the property of those providers, which were obtained from sources believed to be reliable, but are subject to change at any time at the provider's discretion. Unless otherwise noted, Chandler is the source of data contained in this presentation.

Fixed Income investments are subject to interest, credit and market risk. Interest rate risk: the value of fixed income investments will decline as interest rates rise. Credit risk: the possibility that the borrower may not be able to repay interest and principal. Low rated bonds generally must pay higher interest rates to attract investors willing to take on greater risk. Market risk: the bond market in general could decline due to economic conditions, especially during periods of rising interest rates.

References to specific securities are examples of securities held in a portfolio and are not intended to be, and should not be interpreted as an offer, solicitation, or recommendation to purchase or sell any financial instrument, an indication that the purchase of such securities was or will be profitable, or representative of the composition or performance of the portfolio. The information contained in this sample presentation was obtained from sources we believe to be reliable, but we do not guarantee its accuracy. Past performance is not indicative of future success.

ICE BofA 0-3 Year Treasury Index

The ICE BofA Blended 0-3 Year US Treasury Index is a static, internally maintained benchmark comprised of US dollar denominated sovereign debt publicly issued by the US government in its domestic market. Effective 1/1/2001, it consists of the following indices: (30%) ICE BofA US 3-Month Treasury Bill Index, (30%) ICE BofA US 6-Month Treasury Bill Index, (40%) ICE BofA 1-3 Year US Treasury Index. Qualifying securities will include 3 and 6-month Treasury Bills and US Treasury securities that must have at least one year remaining term to final maturity and less than three years remaining term to final maturity, a fixed coupon schedule, and a minimum amount outstanding of $1 billion. Qualifying securities must have at least 18 months to final maturity at the time of issuance. *Prior to 1/1/2001 it consisted of (100%) ICE BofA US 1-Year Treasury Bill Index, G0O3.

ICE BofA 1-3 Year US Treasury Index

The ICE BofA 1-3 Year US Treasury Index tracks the performance of US dollar-denominated sovereign debt publicly issued by the US government in its domestic market. Qualifying securities must have at least one year remaining term to final maturity and less than three years remaining term to final maturity, a fixed coupon schedule, and a minimum amount outstanding of $1 billion. Qualifying securities must have at least 18 months to final maturity at the time of issuance.

ICE BofA 1-5 Year US Treasury & Agency Index

The ICE BofA 1-5 Year US Treasury & Agency Index tracks the performance of US dollar denominated US Treasury and nonsubordinated US agency debt issued in the US domestic market. Qualifying securities must have an investment grade rating (based on an average of Moody's, S&P and Fitch). Qualifying securities must have at least one year remaining term to final maturity and less than five years remaining term to final maturity, at least 18 months to maturity at time of issuance, a fixed coupon schedule and a minimum amount outstanding of $1 billion for sovereigns and $250 million for agencies.

Source ICE Data Indices, LLC ("ICE"), used with permission. ICE permits the use of ICE Indices and related data on an "as is" basis; ICE, its affiliates and their respective third party suppliers disclaim any and all warranties and representation, express and/or implied, including any warranties of merchantability or fitness for a particular purpose or use, including the indices, index data and any data included in, related to, or derived therefrom. Neither ICE data, its affiliates or their respective third-party providers guarantee the quality, adequacy, accuracy, timeliness or completeness of the indices or the index data or any component thereof, and the indices and index data and all components thereof are provided on an "as is" basis and licensee's use is at licensee's own risk. ICE data, its affiliates and their respective third party do not sponsor, endorse, or recommend Chandler, or any of its products or services.


CHANDLER
ASSET MANAGEMENT

June 25, 2024

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: PUBLIC WORKS STREET MAINTENANCE DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE PROPOSAL FROM YUNEX TRAFFIC (FORMERLY SIEMENS MOBILITY, INC.) FOR CITYWIDE TRAFFIC SIGNAL AND STREET LIGHT MAINTENANCE AND EMERGENCY RESPONSE SERVICES, TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR SERVICE AGREEMENT WITH TWO (2) TWO-YEAR EXTENSION OPTIONS FOR ONE MILLION THREE HUNDRED FIFTY THOUSAND DOLLARS ($1,350,000), TO ESTABLISH A PURCHASE ORDER IN THE AMOUNT OF FOUR HUNDRED FIFTY THOUSAND DOLLARS ($450,000) FOR ONE YEAR OF TRAFFIC SIGNAL AND STREET LIGHT MAINTENANCE SERVICES AND TO ESTABLISH AN ADDITIONAL PURCHASE ORDER IN THE AMOUNT OF SIXTEEN THOUSAND NINE HUNDRED SEVENTY-EIGHT DOLLARS AND FIFTY-FOUR CENTS ($16,978.54) TO PAY OUTSTANDING INVOICES

SUMMARY

The adoptions of this resolution accepts the proposal from Yunex Traffic (Formerly Siemens Mobility, Inc.) for Citywide Traffic Signal and Streel Light Maintenance and Emergency Response Services, authorizes the City Manager to enter into a three (3) year service agreement with two (2) two-year extension options for One Million Three Hundred Fifty Thousand Dollars ($1,350,000), establishes a purchase order with Yunex Traffic in the amount of Four Hundred Fifty Thousand Dollars ($450,000) for one year of street light maintenance services and establishes an additional purchase order in the amount of Sixteen Thousand Nine-Hundred Seventy-Eight Dollars and Fifty-Four Cents ($16,978.54) to pay outstanding invoices.

BACKGROUND

The City of Compton owns, operates and maintains one hundred and eleven (111) traffic signals with a variety of traffic signal controllers and approximately 1,400 street lights. The Public Works Street Maintenance Department (Department) is responsible or maintaining the City's traffic signals and street lighting.

Currently, the City does not have the capacity to maintain its traffic signals and street lighting maintenance services efficiently without the assistance from external services to provide the necessary additional labor, materials and equipment to bring the signalized intersections and street light maintenance services up to current maintenance standards.

STATEMENT OF ISSUE

The Department solicited Request for Proposals (RFP) from reputable firms and qualified electrical contractors to provide traffic signal and street light maintenance, emergency repair, non-emergency routine inspections and new equipment upgrade and installation work. The Department is seeking a contractor whose combination of experience and personnel will provide timely, cost effective and quality professional services.

The selected firm will be required to have qualified traffic technicians that have demonstrated experience with traffic signal, streetlight and other electrical work. The firm shall also have the ability to troubleshoot and diagnose problems with all of the City's traffic signal related electrical operations systems.

The total amount of work available will be a function of routine traffic signal maintenance plus the amount of work that is required due to normal "wear and tear", collision damage, vandalism and other factors that may result in the need for emergency response maintenance services. The Department expects traffic signal technicians to be regularly assigned to the City as necessary to provide preventative maintenance and to respond to unscheduled/emergency work.

The Department advertised an RFP for Citywide Traffic Signal and Street Light Maintenance and Emergency Response Services on May 22, 2024, in the Bulletin newspaper and on the City's website.

As a result of the Request for Proposal, one (1) qualified electrical contracting firm submitted a proposal by the stipulated deadline of May 30, 2024.

Traffic Signal and Street Light Maintenance Submitters

1. Yunex Traffic (formerly Siemens Mobility, Inc.)

The electrical contracting firm:

- Submitted their proposal on time
- Submitted their bid price sheet
- Met some or all of the minimum requirements for traffic signal and street light maintenance

Schedule of Compensation:

Yunex Traffic	$1,350,000

The Public Works Superintendent and staff evaluated the proposal to evaluate staffing, equipment and services. As a result, the proposal submitted by Yunex Traffic was determined to be the lowest, most responsive and responsible bidder.

Selection of the most responsive qualified firm was based on the following; cost, completeness of the proposals, demonstrated understanding of the scope of services, quality of similar work previously performed, responsiveness to the RFP requirements, and familiarity with the City.

Yunex Traffic is dedicated to meeting and exceeding the challenging public safety requirements associated with the industry. Yunex has been in the traffic signal maintenance industry worldwide for over 50 years. Locally, Yunex has been in business for over 40 years servicing numerous contracts throughout California.

Yunex Traffic currently services over 10,000 traffic intersections and 400,000 streetlights under long-term maintenance agreements nationwide and has acceptably serviced the City of Compton for the past several years.

FISCAL IMPACT

The cost for citywide traffic signal and street light maintenance services for the three (3) year term (June 24, 2024 – June 23, 2027) is One million Three Hundred Fifty Thousand Dollars ($1,350,000). A purchase order will be established in the first year of the agreement for Four Hundred Fifty Thousand Dollars ($450,000). Funds for this expenditure are allocated in the Department's Fiscal Year 2023-2024 Budget in Account No. 2502-720-000-4266. Funds will be allocated in future fiscal year budgets for these services.

Additionally, due to a significant amount of emergency traffic signal knockdowns, the Department has exhausted the allocated funding for the current fiscal year. As a result, there are two outstanding invoices totaling Sixteen Thousand Nine Hundred Seventy-Eight Dollars and Fifty-Four Cents ($16,978.54) due to Yunex Traffic. Funds for this expenditure are available in the Department's Fiscal Year 2023-2024 Budget in Account No. 2502-720-000-4266.

ALTERNATIVE

No other alternative is being proposed.

RECOMMENDATION

Staff recommends the City Council accepts the bid submitted by Yunex Traffic and authorize the City Manager to enter into a three (3) year service agreement with two (2) two-year extension options for Citywide traffic Signal and Street Light Maintenance and Emergency Response Services.

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 ACCEPTING THE PROPOSAL FROM YUNEX TRAFFIC (FORMERLY SIEMENS MOBILITY, INC.) FOR CITYWIDE TRAFFIC SIGNAL AND STREET LIGHT MAINTENANCE AND EMERGENCY RESPONSE SERVICES, TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR SERVICE AGREEMENT WITH TWO (2) TWO-YEAR EXTENSION OPTIONS FOR ONE MILLION THREE HUNDRED FIFTY THOUSAND DOLLARS ($1,350,000), TO ESTABLISH A PURCHASE ORDER IN THE AMOUNT OF FOUR HUNDRED FIFTY THOUSAND DOLLARS ($450,000) FOR ONE YEAR OF TRAFFIC SIGNAL AND STREET LIGHT MAINTENANCE SERVICES AND TO ESTABLISH AN ADDITIONAL PURCHASE ORDER IN THE AMOUNT OF SIXTEEN THOUSAND NINE HUNDRED SEVENTY-EIGHT DOLLARS AND FIFTY-FOUR CENTS ($16,978.54) TO PAY OUTSTANDING INVOICES

WHEREAS, the City owns, operates and maintains one hundred and eleven (111) traffic signals with a variety of traffic signal controllers, and approximately 1,400 street lights; and

WHEREAS, the Public Works Street Maintenance Department (Department) is responsible for maintaining the City's traffic signals and street lighting; and

WHEREAS, the Department advertised a Request for Proposal for Citywide Traffic Signal and Street Light Maintenance and Emergency Response Services on May 22, 2024, in the Bulletin newspaper and on the City's website; and

WHEREAS, as a result of the Request for Proposal, one electrical contracting firm submitted a proposal by the stipulated deadline, as follows:

Vendor	Compensation
Yunex Traffic (formerly Siemens Mobility, Inc.)	$1,350,000

WHEREAS, the Street Superintendent and staff evaluated the proposal to evaluate staffing, equipment and services. The proposal submitted by Yunex Traffic was determined to be the lowest, most responsive and responsible bidder; and

WHEREAS, staff recommends that the City Council accept the proposal submitted by Yunex Traffic and authorize the City Manager to enter into a three (3) year service agreement (June 24, 2024 – June 23, 2027) for One Million Three Hundred Fifty Thousand Dollars ($1,350,000) with two (2) two-year extension options; and

WHEREAS, a purchase order will be established in the first year of the service agreement for Four Hundred Fifty Thousand Dollars ($450,000). Funds for this expenditure are available in the Department's 2023-2024 Budget in Account No. 2502-720-000-4266; and

WHEREAS, an additional purchase order will be established for Sixteen Thousand Nine Hundred Seventy-Eight Dollars and Fifty-Four Cents ($16,978.54) to pay outstanding invoices for emergency traffic signal maintenance.

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

Section 1. That the proposal from Yunex Traffic is hereby accepted.

Section 2. That the City Manager is hereby authorized to enter into a three (3) year service agreement (June 24, 2024 – June 23, 2027) with Yunex Traffic for the provision of Citywide Traffic Signal and Street Light Maintenance and Emergency Response Services in the amount of One Million Three Hundred Fifty Thousand Dollars ($1,350,000) with two (2) two-year extension options.

Section 3. That a purchase order is authorized to be established for the first year of the agreement with Yunex Traffic in the amount of Four Hundred Fifty Thousand Dollars ($450,000) for traffic signal and street light maintenance services. Funding for this expenditure is available in the Department's Fiscal Year 2023-2024 Budget in Account No. 2502-720-000-4266.

Section 4. That an additional purchase order is authorized to be established in the amount of Sixteen Thousand Nine Hundred Seventy-Eight Dollars and Fifty-Four Cents ($16,978.54) to pay outstanding invoices for emergency traffic signal maintenance. Funds for this expenditure is available in the Department's Fiscal Year 2023-2024 Budget in Account No. 2502-720-000-4266.

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

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

ADOPTED this _____ day of _____, 2024.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

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

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

ORIGINAL



YUNEX
TRAFFIC

Work Proposal

Citywide Traffic Signal and Street Light Maintenance and Emergency Response Services for the City of Compton

May 30th, 2024

Yunex Traffic
1026 E. Lacy Ave.
Anaheim, CA 92805
www.yunextraffic.com

May 30th, 2024

YUNEX TRAFFIC

Mr. Damion Timmons
Public Works Street Maintenance Department
City of Compton
205 S Willowbrook Avenue
Compton, CA 90220

RE: Proposal for: Citywide Traffic Signal and Street Light Maintenance & Emergency Response Services

Mr. Timmons,

Yunex LLC would like to express our sincere appreciation for the opportunity to participate in the proposal process for providing Traffic Signal, Street Light Maintenance and Emergency Response Services for the City's traffic signal system. The prices and terms stated in our proposal package will remain in effect for 90-days from the date of submission, May 30th, 2024.

Yunex LLC is a corporation, incorporated in the State of Delaware on February 17th, 2021. Our federal tax employer I.D. number is 86-2136678 and our corporate address is 9225 Bee Cave Road, Building B, Austin, TX 78733.

Yunex LLC is an electrical contracting firm who is a California licensed A & C-10 contractor (CA License #1080007) and is also a registered Public Works Contractor (DIR No. 1000815000), who provides leading edge traffic technology for the fast-paced Intelligent Transportation Systems world. Whether providing maintenance services, local controllers, controller firmware, central systems, system analysis, design, or integration, Yunex LLC brings innovative and reliable solutions to customers.

During the evaluation, if there are any questions regarding this proposal, please feel free to contact either of us using the contact information listed below. We look forward to ***continuing to serve*** the needs of the City of Compton and would like to thank you in advance for your consideration.

Respectfully,

Yunex LLC

Michael J. Hutchens
West Operations Manager
2250 Business Way
Riverside, CA 92501
(951) 784-6600 Office
michael.hutchens@yunextraffic.com

Yunex LLC

Robert Paquette
Sales Manager
2250 Business Way
Riverside, CA 92501
(951) 784-6600 Office
robert.paquette@yunextraffic.com

YUNEX TRAFFIC

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1. Information / Background on the Contractor



Yunex Traffic has over 40 years of experience in traffic management solutions and services. From there, we have taken the comprehensive expertise in the field of intelligent traffic solutions with us in our way into the future. We enjoy an outstanding reputation as a global solution partner for future proof mobility concepts. In doing so, we combine in-depth industry experience and market leadership with the agility of a startup. Yunex Traffic has had a long and storied history in traffic signals, streetlights, fiber optic, and customer service.

Years in Business

Yunex currently maintains traffic signals, streetlights, fiber optic, and other related equipment for over 138 agencies encompassing over 4,000 signalized locations of assorted sizes from full function intersections to in-pavement flashing crosswalks and rapid flashing beacons. We are dedicated to meeting and exceeding the challenging public safety requirements associated with our industry. We have been in the traffic signal maintenance industry worldwide for over 50 years. In the United States, we have been in business for over 40 years servicing numerous contracts throughout the country.

Company Profile

The Yunex Traffic Customer Service Division is a licensed A & C-10 electrical contracting and transportation engineering firm specializing in the maintenance, testing, repair, upgrading and replacement of traffic signals, streetlights, fiber optic, and exterior commercial lighting. We have a broad range of expertise and experienced personnel including registered professional transportation engineers, International Brotherhood Electrical Workers (IBEW), Journeymen Electricians/Technicians and International Municipal Signal Association (IMSA) Certified Technicians. Our listed field technicians are certified as "Qualified Electrical Workers" and have the necessary IMSA certifications required within the RFP.

We are proud to say that we are one of the most successful traffic signal, streetlight, and fiber optic maintenance/construction contractors in the United States. Our employees and equipment are dedicated for traffic signal, streetlight, and fiber optic maintenance/repair. We issue insulated bucket trucks to all our linemen and electricians. Each truck is equipped with all the necessary tools, equipment, and inventory to perform 100% of project specifications, including all maintenance and repairs for traffic signals. All vehicles are appropriately marked with the company logo, Department of Transportation (D.O.T.) markings, and each employee is issued a company phone and a laptop, or tablet computer.

As the leader in the private traffic signal and streetlight maintenance industry in the United States, Yunex Traffic can provide unparalleled expertise and outstanding value in traffic signal and street lighting related services.

Among the most beneficial:

- Yunex Traffic has the largest workforce of IMSA Level III Certified Technicians, NEC Certified Electricians, and construction personnel in the industry.

Yunex Traffic has the largest workforce of IMSA Level III Certified Traffic Signal Technicians and NEC Certified Electricians in the industry.

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- Yunex Traffic has strategically positioned field offices with an abundance of inventory and technical resources, should the need arise.
- All technicians are assigned vehicles which are taken home daily to ensure rapid response in case of emergency.
- Yunex Traffic employees live in geographical areas, which allow them to respond quicker than our competition. This provides our customers with the most efficient response times in the industry.
- Yunex Traffic owns and operates approximately 100 service vehicles ***(including three cranes)*** of several types and sizes in the State of California, the bulk of which are in Southern California.



- Yunex Traffic will provide and maintain emergency service response on a three hundred and sixty-five (365) day basis, including all holidays.

Yunex Traffic is focused on delivering what your city needs the most today; safe, reliable infrastructure solutions that help decrease costs, increase revenue, and have a positive environmental impact for the City of Compton and its residents.

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Firm Ownership

- **Firm Name:** Yunex LLC, DBA, Yunex Traffic
- **Address:** 9225 Bee Cave Rd, Bldg. B, Ste 201 Austin, Texas 78733
- **Phone:** 512-837-8300 **Fax:** 512-421-6617
- **Form of Ownership:** LLC
- **State of Incorporation:** Incorporated in the State of Delaware in February 2021

Number of employees locally and nationally

Our Yunex Traffic US headquarters is in Austin, TX and employs more than 200 people - engineers, developers, integrators, and support staff - all driving our traffic systems business. An additional 100 technical staff are in multiple field offices across the country to complete local projects and provide customer support. Our robust portfolio of products and experience will help drive your project's success.

Location of Company Offices

Yunex Traffic US Headquarters
9225 Bee Cave Rd, Bldg. B, Ste 201
Austin, Texas 78733
512-837-8300
https://www.yunextraffic.com/global/en/

Project Office
Yunex Traffic - Orange/Los Angeles
Office, Warehouse, & Invoicing
1026 E. Lacy Ave.
Anaheim, CA 92805

Other California Offices

Yunex Traffic – Riverside/San Bernadino
Office, Warehouse, and **Lab/Testing Facility**
2250 Business Way
Riverside, California 92501

Yunex Traffic – Bay Area
Office & Warehouse
20956 Corsair Blvd.
Hayward, CA 94545

Yunex Traffic - San Diego
Office & Warehouse
1820 John Towers Ave., Suite A
El Cajon, CA 92020

Principal Contact Person Regarding Proposal:
Dorian Pappas
2250 Business Way
Riverside, California 92501
Office: (951) 784-6600
Cell: (385) 352-6447

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Contractor's License / DIR Registration

DEPARTMENT OF CONSUMER AFFAIRS
CONTRACTORS STATE LICENSE BOARD

https://www.cslb.ca.gov/OnlineServices/CheckLicenseII/LicenseDetail.aspx?LicNum=1080007

Contractor's License Detail for License # 1080007

Business Information

YUNEX LLC
2250 BUSINESS WAY
RIVERSIDE, CA 92501
Business Phone Number:(951) 784-6600

Entity Ltd Liability
Issue Date 08/19/2021
Expire Date 08/31/2025

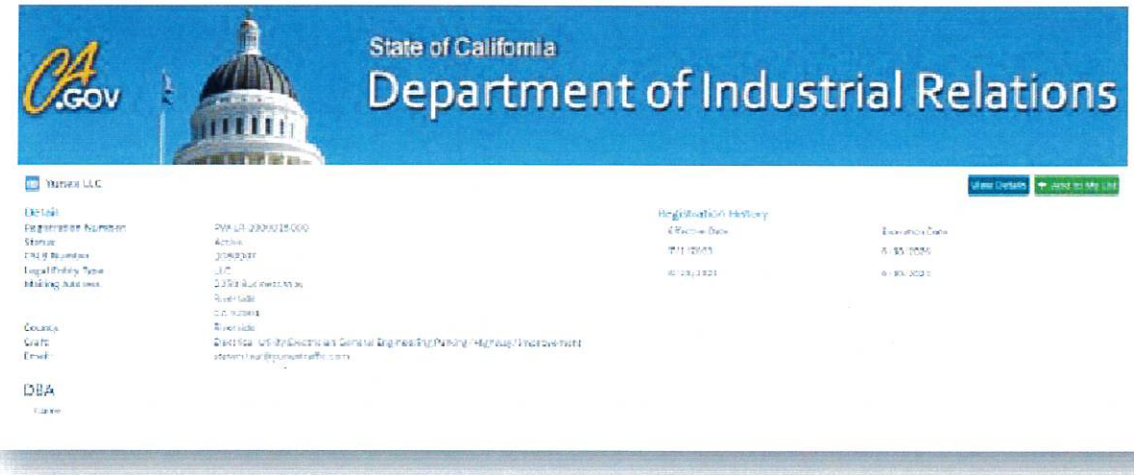
License Status

This license is current and active.

All information below should be reviewed.

Classifications

- C10 - ELECTRICAL
- A - GENERAL ENGINEERING



Insurance Certificate

Yunex LLC is ***currently servicing*** this contract for the City of Compton, therefore we already have the required insurance certificates in place to meet the requirements provided in the RFP.

Please see our current insurance certificate below:

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/02/2023

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

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

PRODUCER
MARSH USA, LLC.
9830 Colonnade Blvd, Suite 410
San Antonio, TX 78230

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS: Austinsanantonio.Certrequest@marsh.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : HDI Global Insurance Company	41343
INSURER B : Federal Insurance Company	20281
INSURER C : Chubb Indemnity Insurance Company	12777
INSURER D :	
INSURER E :	
INSURER F :	

CN467144012-STND-GAWUE-23- GAWP

INSURED
Yunex Corp.
9225 Bee Cave Road
Building B, Suite 201
Austin, TX 78733

COVERAGES **CERTIFICATE NUMBER:** HOU 003840791 08 **REVISION NUMBER:** 0

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			GLO5855501	10/01/2023	10/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO X OWNED AUTOS ONLY X HIRED AUTOS ONLY X SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			(23)73R2-83-13	08/30/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		7044231	06/30/2023	06/30/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability			EOD6199600	10/01/2023	10/01/2024	Limit Deductible	5,000,000 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: 24858
THE CITY OF COMPTON, ITS OFFICIALS, OFFICERS, EMPLOYEES, AGENTS AND VOLUNTEERS SHALL BE NAMED AS ADDITIONAL INSURED WITH REGARD TO LIABILITY AND DEFENSE OF SUITS OR CLAIMS ARISING OUT OF THE PERFORMANCE OF THE AGREEMENT ARE INCLUDED AS ADDITIONAL INSURED WHERE REQUIRED BY WRITTEN CONTRACT WITH RESPECT TO GENERAL AND AUTO LIABILITY. THIS INSURANCE IS PRIMARY AND NON-CONTRIBUTORY OVER ANY EXISTING INSURANCE AND LIMITED TO LIABILITY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED SUBJECT TO POLICY TERMS AND CONDITIONS. WAIVER OF SUBROGATION IS APPLICABLE WHERE REQUIRED BY WRITTEN CONTRACT

CERTIFICATE HOLDER
CITY OF COMPTON
205 SOUTH WILLOWBROOK AVENUE
COMPTON, CA 90220

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA LLC
Jennifer Hews

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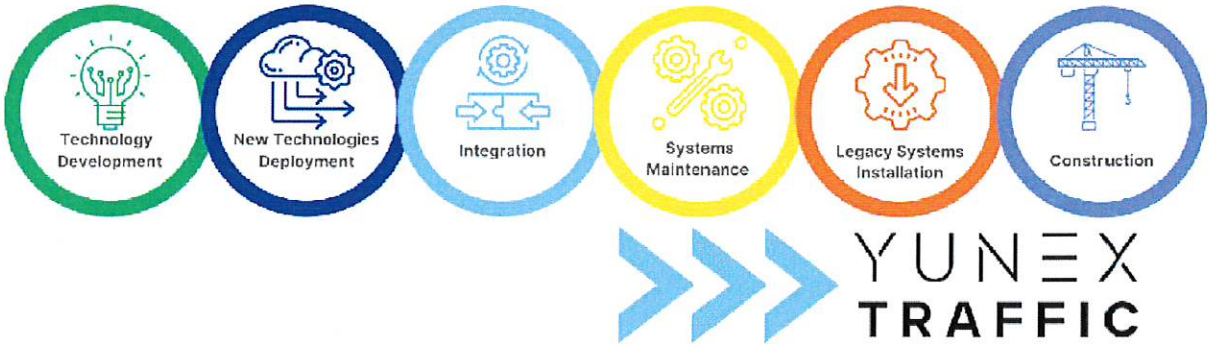
2. Qualifications

Yunex Traffic stands uniquely positioned to ***continue to partner*** with the City of Compton for Citywide Traffic Signal Maintenance and Street Light Maintenance and Emergency Responses. In fact, we believe that ***our 6 years' experience handing this contract***, value proposition, a unique mix of corporate characteristics, industry focus, and experiences, is unmatched in the current market. Specifically, we at Yunex Traffic believe that we are the best fit for this contract, based on 5 key attributes:

1. Corporate/Divisional Competency
2. Experience
3. Locality
4. Scalability
5. Updated Project Management

Our Corporate/Divisional Focus and Competency

Yunex Traffic is a major global player in the industry, driving innovation in technology and physical products that are used by partners, both public and private, throughout the world. The Field Services Division at Yunex Traffic is focused on the installation, integration, and maintenance of all systems, from legacy technology to the newest and most advanced traffic management devices on the market. While this ability to work with all systems is a requisite competency for any maintainer, Yunex Traffic is unique in its occupation of a space that straddles innovation and deployment in a field environment.



Our competitors typically focus on narrower aspects of the Traffic market: Heavy Construction, Traditional Maintenance, or Technological Innovation. By comparison, Yunex Traffic and our Field Services Division provides customers with a wide base of expertise across the spectrum of innovation, deployment, integration, and maintenance of systems and devices.

Our Experience

Yunex Traffic has been extremely successful in retaining traffic signal, streetlight, fiber optic, and engineering customers due to our desire to offer the best possible customer service. We have an exemplary customer service track-record highlighted by our well-qualified field personnel, knowledgeable customer service representatives, and proprietary detailed monthly reports. We understand what is required to maintain a community's infrastructure and strive to exceed our customer's expectations.

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Our Locality

Our project office, in nearby Anaheim, is approximately 19 miles from the City of Compton. We are poised to react quickly with additional or specialty equipment, supplementary personnel when required, and with materials that the city requires. This location is not a temporary office specific to this project; we have been firmly planted for over 40 years in the area with multiple certified technicians within minutes of your city.

Our Scalability

Yunex Traffic Field Services operates maintenance and project contracts across the United States, serving more than 300 public customers. Unlike a regional player, the distributed Yunex footprint allows us to respond to emerging requirements by shifting resources to where they are needed most. We are the company you are looking for - both local and global. Since we operate in multiple markets, our personnel and equipment are not affected by the same circumstances.

Our Project Management

To provide efficient and effective project management, project progress is tracked in real time using digital tools such as Power BI, Map box, ArcGIS, and Tableau, which enable transparency between Yunex Traffic and its client, while reducing risks of delays.

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References

Yunex has been extremely successful in retaining traffic signal, streetlight, fiber optic, and engineering customers due to our desire to offer the best possible customer services. For this project, we are providing the following references:

Client / Term	Description / Revenue	City Contact	Contact information
City of Anaheim **(10/2004 – Current)**	On-Call Traffic Signal Maintenance $1,080,000 annually	John Thai	201 S. Anaheim Blvd. Anaheim, CA 92805 714-765-5202 jthai@anaheim.net
City of Chino **(07/2012 – Current)**	Traffic Signal Maintenance $918,374 annually	Mario Flores	13220 Central Ave Chino, CA 91710 909-591-9828 mflores@cityofchino.org
City of Costa Mesa **(03/2011 – Current)**	Traffic Signal Maintenance $400,000 annually	Noel Casil	77 Fair Drive Costa Mesa, CA 92626 714-754-5298 noel.casil@costamesaca.gov
City of Fullerton **(04/2018 – Current)**	Traffic Signal Maintenance $125,000 annually	Dave Langstaff	303 W. Commonwealth Fullerton, CA 92832 714-738-6858 davel@ci.fullerton.ca.us
City of Garden Grove **(02/2012 – Current)**	On-Call Traffic Signal Maintenance $300,000 annually	Dai Vu	PO Box 3070 Garden Grove, CA 92840 714-741-5189 daiv@ggcity.org
City of Huntington Beach **07/2017 – Current)**	Streetlight Conversion and Maintenance $600,000 annually	Bob Stachelski	2000 Main Street Huntington Beach, CA 92648 (714) 536-5523 bstachelski@surfcity-hb.org
City of Irvine **(09/1998 – Current)**	Traffic Signal Maintenance $850,826 annually	Mark Ha	6427 Oak Canyon Irvine, CA 92618 949-724-6186 mha@cityofirvine.org
City of Newport Beach **(10/2004 – Current)**	Traffic Signal Maintenance $280,000 annually	Bryan Loo	100 Civic Center Drive Newport Beach, CA 92660 949-644-3324 bloo@newportbeachca.gov
City of Orange **(04/2011 – Current)**	On-Call Traffic Signal Maintenance $40,000 annually	Jimmy Rocha	637 W. Struck Orange, CA 92867 714-981-9567 jrocha@cityoforange.org
City of Rancho Cucamonga **(10/2004 – Current)**	Traffic Signal Maintenance $828,050 annually	Timothy Baltazar	10500 Civic Center Dr. Rancho Cucamonga, CA 91730 909-774-4136 tim.baltazar@cityofrc.us

Yunex has ***over 70 additional*** references that can/will be provided upon request.

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Recently Awarded Public Sector Contracts:

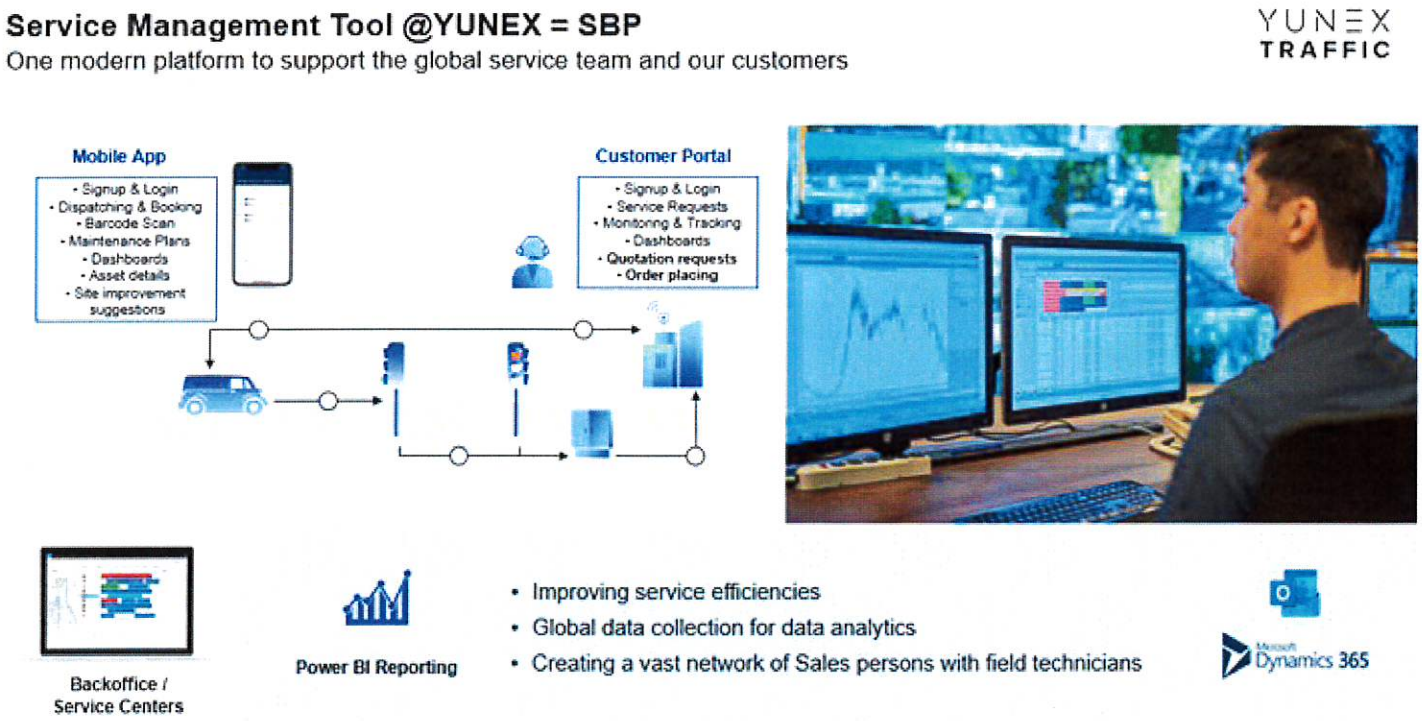
1. City of Desert Hot Springs – Traffic Signal Maintenance – 05/2024
2. City of Rancho Cucamonga – Traffic Signal Maintenance – 05/2024
3. City of Santee – Citywide Streetlight LED Upgrade Project – 03/2024
4. County of San Diego – As-Needed Traffic Signal Preventative Maintenance – 03/2024
5. County of San Diego – As-Needed Traffic Signal Emergency Work Services – 03/2024
6. City of San Bernardino – Traffic Signal On-Call and Emergency Repairs – 01/2024
7. City of Glendale – Traffic-Related Electrical Devices Maintenance – 10/2023
8. City of Anaheim – Traffic Signal Maintenance and Emergency On-Call – 09/2023
9. Western Riverside Council of Governments (WRCOG) – Streetlight Maint. – 08/2023
10. City of Banning – Traffic Signals Maintenance & Repair – 08/2023
11. City of Santa Paula – On-Call Traffic Signal Repair Services – 07/2023
12. City of Indian Wells – On-Call Traffic Signal Maintenance – 07/2023
13. City of Westminster – Maintenance of Traffic Signals and Appurtenances – 06/2023
14. City of Cypress – Traffic Signal Maintenance Services – 06/2023
15. City of Santa Monica – Street Light Electrical Repair Services – 05/2023
16. City of Stanton – Traffic Signal and Streetlight Maintenance Services – 05/2023
17. City of Rancho Palos Verdes – Traffic Signal Maintenance Services – 05/2023
18. City of Rancho Palos Verdes – Streetlight Maintenance Services – 05/2023
19. City of Temecula – On-Call Traffic Signal and Streetlight Maintenance – 05/2023
20. City of Solana Beach – Traffic Signal and Safety Lighting Maintenance – 05/2023

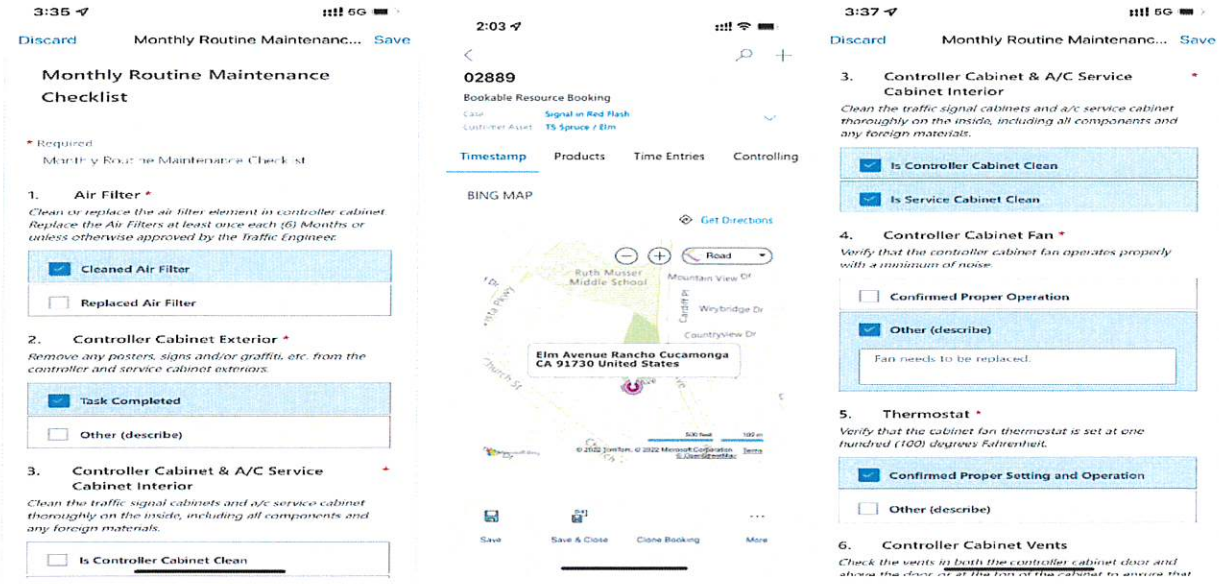
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3. On-Line Portal (Service Business Platform)

Yunex Traffic has rolled out a new service tool called SBP (Service Business Platform), which is a proprietary management system designed to effectively manage all service order progress, remotely update our ERP system (SAP) and as work is performed.

- SBP allows us to monitor many key performance items such as time arrived onsite, time of completion, materials used, and vehicle/equipment used.
- SBP keeps historical records for every location which allows the technicians an additional resource when troubleshooting.
- When creating a new service request, the SBP will query the location history and will flag the order if it appears to be a repeated call out or duplicate order.
- Technicians transmit response and routine maintenance items in real-time using IOS or Android devices.
- The contractual Scope of Work and all maintenance activities are also available for technicians to review to ensure all tasks are completed within the specified timeframe.
- Customer specific checklists for routine preventative maintenance will be available to the technicians so all required tasks are completed, per your Scope of Work.

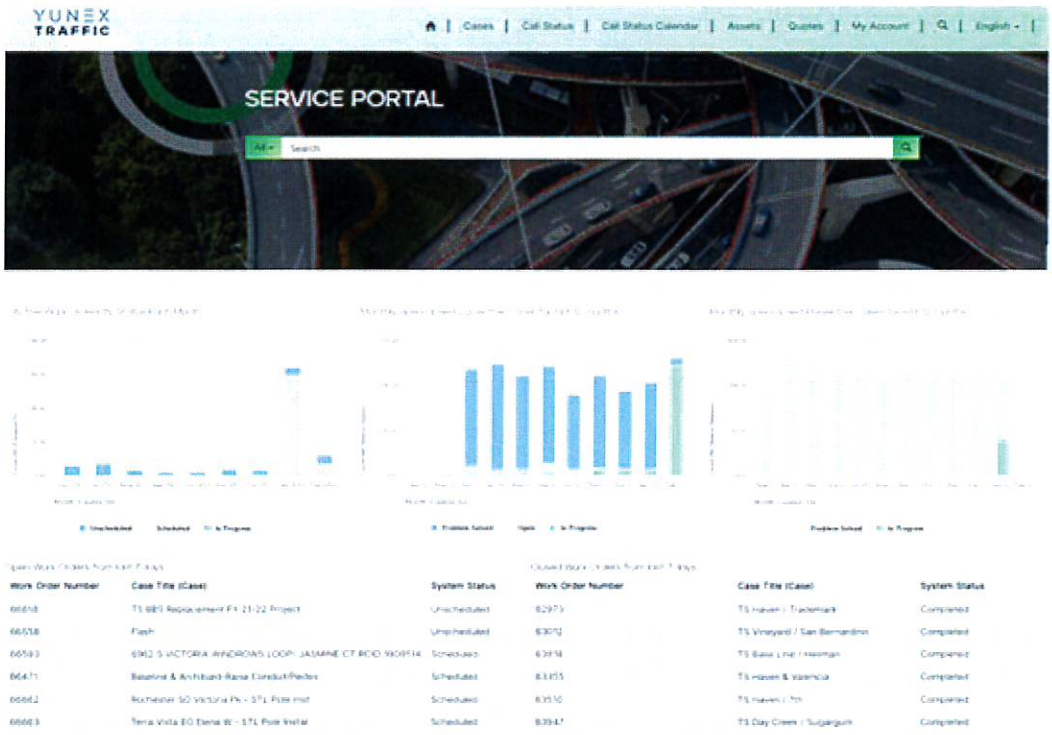




Customer Portal

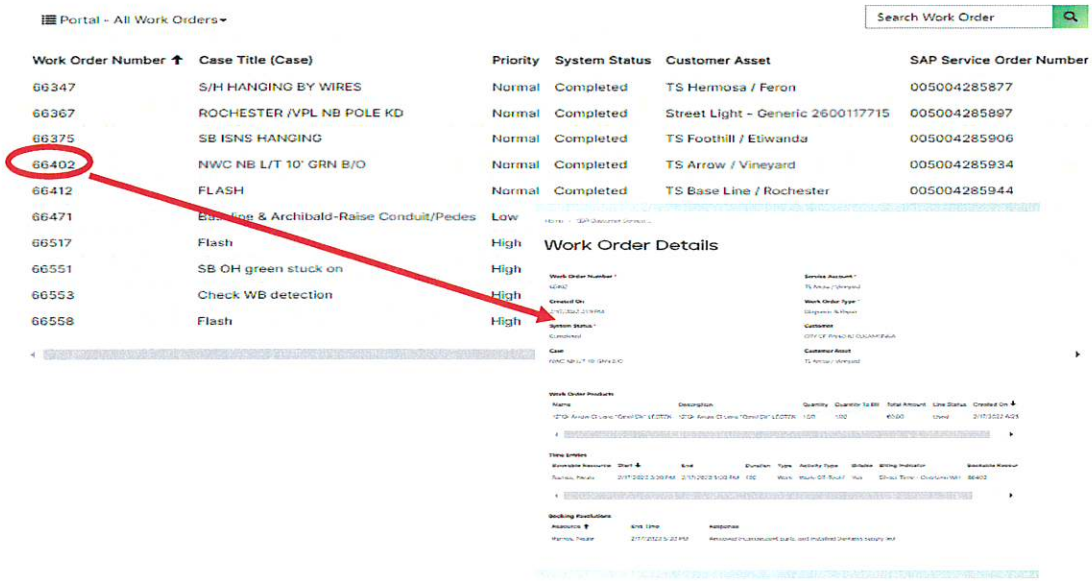
The SBP Customer Portal gives our customers access to:

- Monitor real-time status of routine maintenance and service calls.
- Location history (sort/filter by date, location, call type, etc.).
- Overall historical maintenance and repair data.
- Real-time equipment inventories, maps, and event reporting.
- Asset management (including digital photographs, GIS data, etc.).



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SBP Customer Service – Work Order Details



Yunex is more than willing to provide a training session on SBP and our Customer Portal to any city employees that are interested.

Tracking as Related to Invoicing

In addition to our Customer Portal, you will receive a monthly detailed billing report with each invoice that lists labor and equipment hours billed for each service order.

TS B - Merrill / Bloomington / Riverside

Date Completed: **Fri, MAR/18/2016 01:00** Work Order #: **5002764108** Debit Memo Req. **3801177197**
Description: **NEC POLE KD * CALLER: PD**
Response: **REMOVED DAMAGED EQUIPMENT. DRILLED & INSTALLED NEW 1D POLE, TV2T, TWO 3 SEC. PV HEAD S WITH ARROW LENSES, 2 R, 2 Y & 2 G PV LEDS, COUNT-DOWN COMBO M8 LED. RE-USED PEDHEAD & PPB ASSY. REPLACED PPB AND DIRECTIONAL PLATE. OLD S/H WEREN'T PROGRAM. WILL FOLOW UP WITH BALL LENSES & PROGRAM S/H'S IF CITY WANT THEM PROGRAMMED.**

Item:	Qty and Unit Cost			Extra Charges	Routine Maint.	
ELECTRICIAN (RT)	12.000 H	@	per H	$	$ 0.00	
ELECTRICIAN (OT)	8.000 H	@	per H	$	$ 0.00	
ELECTRICIAN (PT)	6.000 H	@	per H	$	$ 0.00	
SERVICE BUCKET TRUCK	26.000 H	@	per H	$	$ 0.00	
MATERIALS	1 PC	@	per PC	$	$ 0.00	
			Visit Total	$	$ 0.00	
			Total	$	$ 0.00	$

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4. Resumes

Project Manager

If ***re-selected***, Joshua Ferras ***would continue to be*** the Project Manager servicing the City of Compton. Joshua, his Project Coordinator, Adrienne Carucci, the Maintenance Field Supervisor, Fred Molina, and the Construction Field Supervisor, Christopher Slocum will be responsible for maintaining communication with the city regarding daily operation and maintenance of all traffic signal equipment. Our account management team/field staff will work closely with you/your team to ensure that all your requests are being effectively addressed.

Joshua Ferras

Project Manager



joshua.ferras@yunextraffic.com

EXPERTISE

- Project Management
- ITS Maintenance and Repair
- Traffic Signal / Streetlighting Maintenance, Repair, and Construction

CERTIFICATIONS

- IMSA Work Zone Safety
- IMSA Level I, II, Certified Traffic Signal Technician
- NEC Certified (Cert. No. 155125, exp. 08/03/2024)
- Corning "Certified Fiber Installer"
- Trench & Excavation Safety
- OSHA 10 & 30
- Lead & Asbestos Safety

EXPERIENCE

- Siemens/Yunex Traffic: 4 years
- Industry: 16 years

PROFILE

Josh has over 16 years of experience in the Intelligent Transportation Systems Industry related to the installation of traffic signals, streetlights, and fiber optic communication in both new construction applications and existing modifications. He has served as a Transportation Systems Journeyman Electrician, Foreman, General Foreman, and Superintendent. Josh is well versed in managing construction projects from simple traffic signal modifications to more complex design build or value engineering applications.

RELEVANT EXPERIENCE

Responsible for Management for various types of ITS projects and Traffic Signal / Streetlighting Maintenance contracts in Southern California.

Project Manager – 2021 to Present
Yunex Traffic

Project Manager – 2020 to 2021
Siemens

Superintendent – 2018 to 2019
Crosstown Electrical & Data, Inc.

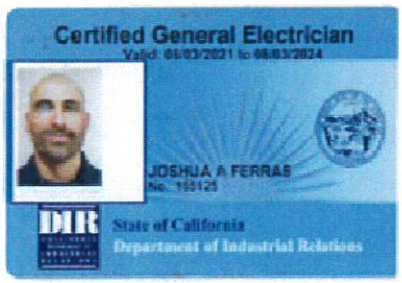
General Foreman / Field Foreman – 2014 to 2018
Crosstown Electrical & Data, Inc

ITS Electrician / Apprentice – 2008 to 2014
Crosstown Electrical & Data, Inc

Certifications

Full size certifications can/will be provided upon request.





Project Coordinator

Adrienne Carucci

Project Coordinator



adrienne.carucci@yunextraffic.com

EXPERTISE

- Traffic Signal Maintenance and Repair
- ITS Maintenance and Repair

CERTIFICATIONS

- NEMA Contoller Certification

EXPERIENCE

- Siemens/Yunex Traffic: 2 years
- Industry: 9 years

PROFILE

Adrienne has over 9 years of experience in the traffic signal industry in relation to the maintenance of traffic signals and streetlights. She has served as a traffic signal Journeyman Electrician for numerous cities in Los Angeles County. Adrienne is well versed in the operations and components of traffic signals equipment.

RELEVANT EXPERIENCE

Responsible for day-to-day coordination, dispatching, customer billing, and support for the Project Manager and the Field Technicians with all other topics.

Project Coordinator – 2022 to Present
Yunex Traffic

Traffic Signal Electrician – 2001 to 2008
Peek / Signal Maintenance Inc. / Republic Electric

Certifications

Full size certifications can/will be provided upon request.

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Field Supervisors

Fred Molina

Maintenance Field Supervisor



fred.molina@yunextraffic.com

EXPERTISE

- Traffic Signal and Streetlight Maintenance and Repair
- ITS Maintenance and Repair

CERTIFICATIONS

- IMSA Work Zone Safety
- IMSA Level I, II, III Certified Traffic Signal Technician

EXPERIENCE

- Siemens/Yunex Traffic: 5 years
- Industry: 34 years

PROFILE

Fred has 34 years of experience in traffic signal and street lighting maintenance, with extensive experience on all types of systems. He is extremely knowledgeable with all field elements including, but not limited to construction, modifications, installations, maintenance, troubleshooting, and repairs to both traffic signal and street lighting systems. Fred will be responsible for supporting the Project Management Team with monitoring maintenance field activities, site inspections, and scheduling/supervision of maintenance technicians.

RELEVANT EXPERIENCE

Responsible for managing traffic signal, streetlight, and ITS maintenance projects and personnel in Southern California.

Maintenance Field Supervisor – 2021 to Present
Yunex Traffic

Maintenance Field Supervisor – 2019 to 2021
Siemens

Traffic Signal and Street Lighting Technician / Inspector – 2006 to 2019
City of Corona

Technician / Construction Foreman / Area Supervisor – 2001 to 2006
Republic Electric

Construction Foreman – 1990 to 2001
Computer Service Company

Certifications

Full size certifications can/will be provided upon request.



Christopher Slocum

Construction Field Supervisor



christopher.slocum@yunextraffic.com

EXPERTISE

- Traffic Signal and Streetlighting Maintenance, Repair, and Construction
- ITS Maintenance, Repair, and Construction

CERTIFICATIONS

- IMSA Work Zone Safety
- NEC Certified (Cert. No. 107504, exp. 09/21/2024)

EXPERIENCE

- Siemens/Yunex Traffic: 13 years
- Industry: 30 years

PROFILE

Chris has more than 30 years of experience with all aspects of streetlight and traffic signal maintenance, repair, and construction. He has worked in many capacities, such as Groundsman, Electrician, Foreman, and Superintendent. Chris is well-versed in managing construction projects from simple traffic signal modifications to complete turnkey traffic signal system installations. Chris will be responsible for monitoring all field work and scheduling utility crews and extraordinary repairs.

RELEVANT EXPERIENCE

Responsible for managing traffic signal, streetlight, and ITS construction projects and personnel in Southern California.

Construction Field Supervisor – 2021 to Present
Yunex Traffic

Construction Field Supervisor – 2011 to 2021
Siemens

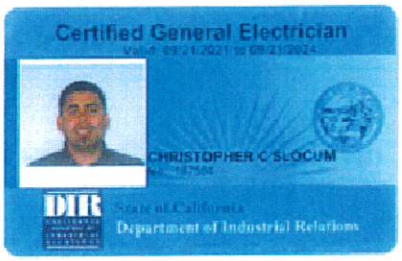
Superintendent – 2006 to 2011
Moore Electric

Construction Foreman/Inspector – 2001 to 2006
Moore Electric

Journeyman Electrician – 1994-2001
Moore Electric

Certifications

Full size certifications can/will be provided upon request.



Traffic Signal Technicians

Gerardo Anguiano

Traffic Signal Technician



gerardo.anguiano@yunextraffic.com

EXPERTISE

- Traffic Signal Maintenance and Repair
- ITS Maintenance and Repair

CERTIFICATIONS

- IMSA Work Zone Safety
- IMSA Level I, II, III Certified Traffic Signal Senior Field Technician
- IMSA Traffic Signal Inspector
- NEC Certified (Cert. No. 114965, exp. 05/25/2024)
- Econolite ASC3 Controller Certified
- Econolite Autoscope Certified
- ATSI CMU/MMU Test Equipment Certified
- Bucket Truck Certified

EXPERIENCE

- Siemens/Yunex Traffic: 23 years
- Industry: 23 years

PROFILE

Gerardo has 23 years of experience in traffic signal maintenance, with extensive experience on all types of systems. He is extremely knowledgeable with video detection, telemetry, communications and all other aspects of traffic signal and streetlight maintenance as well as troubleshooting.

RELEVANT EXPERIENCE

Responsible for ongoing daily ITS, traffic signal and streetlight maintenance, repair, and installation in Southern California.

Traffic Signal Technician – 2021 to Present
Yunex Traffic

Traffic Signal Technician – 2010 to 2021
Siemens

Traffic Signal Technician – 2004 to 2010
Republic ITS (acquired by Siemens in 2010)

Traffic Signal Technician – 2001 to 2004
Signal Maintenance, Inc. (acquired by Republic in 2004)

Certifications

Full size certifications can/will be provided upon request.







Michael Ortega

Traffic Signal Technician

YUNEX TRAFFIC



michael.ortega@yunextraffic.com

EXPERTISE

- Traffic Signal Maintenance and Repair
- ITS Maintenance and Repair

CERTIFICATIONS

- IMSA Work Zone Safety
- IMSA Level I, II, III Certified Traffic Signal Senior Field Technician
- ATSI CMU/MMU Test Equipment Certified
- Bucket Truck Certified

EXPERIENCE

- Siemens/Yunex Traffic: 23 years
- Industry: 23 years

PROFILE

Mike has over 23 years of experience with all facets of traffic signal maintenance and repair. He is extremely knowledgeable with all traffic signal control equipment, specifically 170/2070 controllers and BiTrans /LACO software systems. Mike also has a vast understanding of the field elements such as traffic signal wiring, loop detection, video detection, emergency vehicle and railroad preemption, etc.

RELEVANT EXPERIENCE

Responsible for ongoing daily ITS, traffic signal and streetlight maintenance, repair, and installation in Southern California.

Traffic Signal Technician – 2021 to Present
Yunex Traffic

Traffic Signal Technician – 2010 to 2021
Siemens

Traffic Signal Specialist – 2004 to 2010
Republic ITS (acquired by Siemens in 2010)

Traffic Signal Technician – 2001 to 2004
Signal Maintenance, Inc. (acquired by Republic ITS in 2004)

Certifications

Full size certifications can/will be provided upon request.


Micheal A. Ortega, Sr.

Street Light Technician

Son Le

Streetlight Technician / Electrician



son.le@yunextraffic.com

EXPERTISE

- Streetlight Maintenance, Repair, and Construction
- ITS Maintenance and Repair

CERTIFICATIONS

- IMSA Work Zone Safety
- IMSA Level I, II, III Certified Traffic Signal Field Technician
- NEC Certified (Cert. No. 121050, exp. 03/07/2024)
- OSHA Certified
- Bucket Truck Certified

EXPERIENCE

- Siemens/Yunex Traffic: 14 years
- Industry: 35 years

PROFILE

Sonny has over 35 years of experience in streetlight and traffic signal maintenance, with extensive experience on all types of systems, such as Series streetlight circuits (6.6) and the more modern Multiple circuits. He is extremely knowledgeable with all aspects of streetlight maintenance, troubleshooting, and construction.

RELEVANT EXPERIENCE

Streetlight Technician – 2021 to Present
Yunex Traffic

Streetlight Technician – 2010 to 2021
Siemens

Streetlight Technician – 2004 to 2010
Republic ITS

Streetlight Technician – 1989 to 2004
Signal Maintenance, Inc.

certifications

Full size certifications can/will be provided upon request.



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Fiber Optic Technician

Charles Hamilton

Fiber Optic Splicer / Wireless / Fiber Integration



charles.hamilton@yunextraffic.com

EXPERTISE

- Fiber Optic Maintenance, Repair, and Installation
- Iteris Maintenance, Repair, and Installation

CERTIFICATIONS

- Corning "Certified Fiber Installer"
- Electric Vehicle Infrastructure Program (EVITP)
- Iteris Certified Installer – Level I
- Concrete cutting and coring
- Fabricator – TIG & MIG

EXPERIENCE

- Siemens/Yunex Traffic: 3 years
- Industry: 17 years

PROFILE

Charles has over 17 years of experience with all facets of fiber optic maintenance/repair. He is extremely knowledgeable with fiber splicing, testing, and troubleshooting of fiber optic networks. Charles has completed complete fiber backbones of up to 432 SMFO, FDU's, and Fiber PON cabinets. charles has extensive history with Corning, CommScope, and Coyote product lines. Charles also has training/experience in VDS / CCTV cameras.

RELEVANT EXPERIENCE

Fiber Optic Splicer / Wireless / Fiber Integration – 2021 to Present
Yunex Traffic

Fiber Optic Splicer / Wireless / Fiber Integration – 2019 to 2021
Elecnor Belco

TV / Internet / VOIP Technician – 2007 to 2019
AT&T

Certifications

- **Corning "Certified Fiber Installer"**
- **Electric Vehicle Infrastructure Program (EVITP)**
- **Iteris Certified Installer – Level I**
- **Concrete cutting and coring**
- **Fabricator – TIG & MIG**





In-House Specialist / Engineering Technician / Lab Manager

Minh Tran

Engineering Technician / Lab Manager



minh.tran@yunextraffic.com

EXPERTISE

- Repair of traffic signal and ITS equipment
- Testing and certification of traffic signal cabinets

CERTIFICATIONS

- IMSA Work Zone Safety
- IMSA Level I, II, III Certified Traffic Signal Senior Field Technician
- NEC Certified (Cert. No. 118210, exp. 11/29/2024)
- Econolite ASC3 Controller Certified
- Econolite Autoscope Certified
- ATSI CMU/MMU Test Equipment Certified

EXPERIENCE

- Siemens/Yunex Traffic: 22 years
- Industry: 36 years

PROFILE

Minh has over 36 years of experience in the traffic signal systems industry. Minh provides technical support assistance for our Traffic Signal Technicians and is responsible for our local test and repair laboratory. Minh also has extensive knowledge in the installation, diagnosis, and repair of CMS and CCTV systems, and is proficient with fiber optics terminating, splicing, and testing. Minh also received an associate degree in Electrical Engineering from Cal State Fullerton.

RELEVANT EXPERIENCE

Responsible for our local test and repair laboratory, which includes the testing and certification of new traffic signal cabinets.

Engineering Technician – 2021 to Present
Yunex Traffic

Engineering Technician – 2010 to 2021
Siemens

Engineering Technician – 2006 to 2010
Republic ITS (acquired by Siemens in 2010)

Foreman/Senior Traffic Signal Technician – 2001 to 2006
Republic ITS

Traffic Signal Maintenance Supervisor – 1987 to 2001
Computer Service Company

Certifications

Full size certifications can/will be provided upon request







Staff Availability

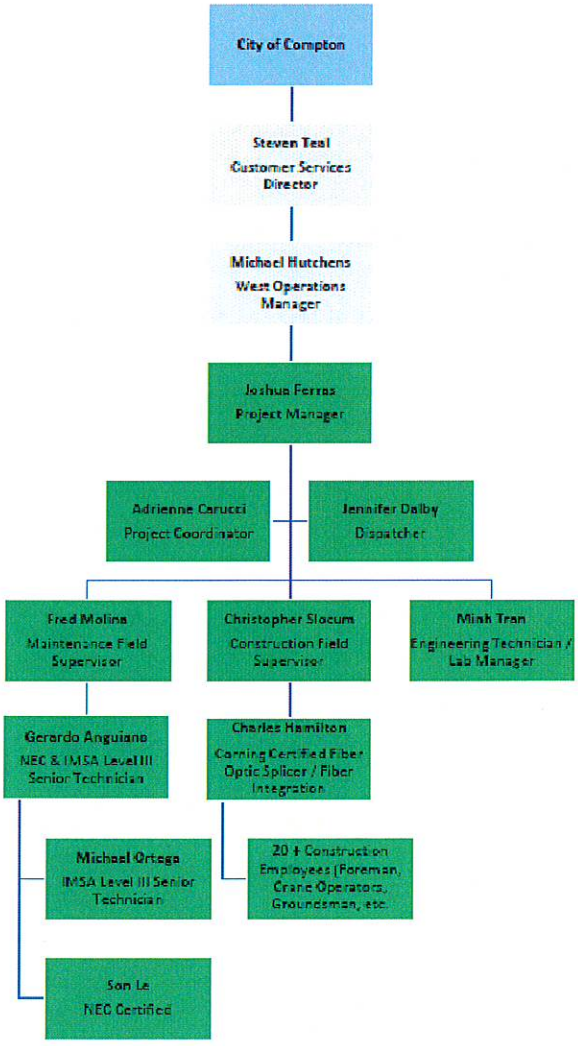
All staff members listed are ***currently working on this contract***; therefore, they have the knowledge, experience, availability, and bandwidth ***to continue*** successfully managing this contract for the City of Compton for its entire duration.

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Subcontractors

All services outlined in the RFP will be provided and performed by Yunex Traffic as the Prime Contractor. With that stated, we at Yunex do maintain relationships with numerous specialty contractors throughout the industry to be able to respond to our customers needed as a complete one-stop solution for all things traffic signal, streetlight, and fiber-optic related. Should the need for a subcontract arise, we will immediately notify our City Representative prior to utilizing them.

Organization Chart



Yunex Traffic has 30+ additional technicians (mostly IMSA Level III Certified) located in Ventura, Orange, Riverside, San Bernardino, and San Diego areas. We also employ over 25+ key construction personnel for major repairs. These include ***certified crane operators***, dedicated utility locators for (USA) Dig Alert Service, Corning certified ***fiber optic*** technicians, and our own ***in-house*** loop crew.

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EXHIBIT A
FLAT RATE MAINTENANCE SCHEDULE

Contractor shall perform the following preventative maintenance tasks at a flat rate per intersection:

	RATE	UNIT	
Traffic Signal Maintenance	$88.00	Each per Month	Monthly X 111 Traffic Signals: $9,768.00

*Includes the cost of travel time, materials, labor, and vehicles.

USA Dig Alert Services – Flat Rate	$165.00	Each per occurrence

Emergency knock-down and/or Unscheduled Maintenance provided on an on-call basis shall be compensated based on the prices provided in EXHIBIT "C"

"Extra work" will require an approved proposal.

The City will compensate Contractor for the services performed upon submission of a valid invoice. Each invoice shall include:

Line items for all the services provided and the amount of work done multiplied by the applicable rate.

Line items for all materials properly charged to the Services

Description of work completed including crew id, employees, location, type of work and man-hours correlating to the activity report detailed in the Scope of Services Section E

A retention of five percent (5%) that shall be held from each payment as contract retention to be paid as part of the final payment upon satisfactory completion of Services.

The contractor will not engage in Unscheduled Extra Work without approval of the city.

Company: Yunex LLC

Signature: _____

Michael J. Hutchens, West Operations Manager

Date: 05/30/2024

EXHIBIT B
SCHEDULE OF
PERFORMANCE

Contractor to provide plan and schedules

I. Contractor shall perform all services in a timely manner in accordance with the schedule provided for each assignment.

II. The contract term duration is three (3) years, with the ability to extend the contract for two (2) additional two-year extensions.

III. The exercise of any additional extension of term shall be at the sole discretion of the City.

Company: Yunex LLC

Signature: _____

Michael J. Hutchens, West Operations Manager

Date: 05/30/2024

EXHIBIT C
UNSCHEDULED MAINTENANCE & KNOCK DOWN SERVICES

PRICE/COST SHEET

CONTRACTOR BILLING RATES for traffic signal equipment replacement and unscheduled maintenance services			
PERSONNEL	**HOURLY RATE**	**OVERTIME RATE**	**DOUBLE TIME RATE***
Transportation System Electrician	$ 169.00	$ 211.00	$ 254.00
Transportation System Technician	$ 169.00	$ 211.00	$ 254.00
Transportation System Apprentice	$ 121.00	$171.00	$171.00
Traffic Signal Foreman	**$180.00**	**$227.00**	**$275.00**
Grounsdman	**$121.00**	**$171.00**	**$171.00**
* California State Law shall determine when Overtime and Double Time periods start.			

UNSCHEDULED MAINTENANCE AND EQUIPMENT RATES for non-electrical work to complete traffic signal replacement and/or streetlight replacement	
ITEM	**RATE**
Subcontractors **	Cost + 15%
Materials **	Cost + 15%
EQUIPMENT	**HOURLY RATE**
Bucket Truck	$ 35.00
Utility Truck	$ 32.00
Compressor w/ tools	$ 15.00
Uninterrupted Power Supply	$ 15.00
Crane	$ 65.00
Dump Truck	**$32.00**
Arrowboard	**$15.00**
Concrete Saw	**$15.00**
Note: Any equipment used but not listed will be charged at local prevailing rental rates or cost plus 15% if contractor must rent.	

* All labor and equipment rates are portal to portal.
** The City reserves the right to negotiate with the selected firm on the rates and fees included in this proposal.

Company: Yunex LLC

Signature: _____

Michael J. Hutchens, West Operations Manager

Date: 05/30/2024

6. Equipment

Yunex Fleet #	YEAR	MAKE_DESC	MODEL_DESC	Unit Type
BT1601	2016	RAM	RAM CHASSIS 5500	Bucket Truck
BT1602	2016	RAM	RAM CHASSIS 5500	Bucket Truck
BT1603	2016	FORD	F450 SUPER DUTY	Bucket Truck
BT1605	2016	FORD	F550 SUPER DUTY	Bucket Truck
BT1606	2016	FORD	F450 SUPER DUTY	Bucket Truck
BT1701	2017	FORD	F550 SUPER DUTY	Bucket Truck
BT1703	2017	FORD	F550 SUPER DUTY	Bucket Truck
BT1704	2017	FORD	F550 SUPER DUTY	Bucket Truck
BT1705	2017	FORD	F550 SUPER DUTY	Bucket Truck
BT1706	2017	FORD	F550 SUPER DUTY	Bucket Truck
BT1707	2017	FORD	F550 SUPER DUTY	Bucket Truck
BT1708	2017	FORD	F550 SUPER DUTY	Bucket Truck
BT1709	2017	FORD	F550 SUPER DUTY	Bucket Truck
BT1710	2017	FORD	F550 SUPER DUTY	Bucket Truck
BT1801	2018	RAM	5500 CHASSIS CAB TRADESMA	Bucket Truck
BT1803	2018	FORD	SUPER DUTY F-550 DRW XL/X	Bucket Truck
BT1902	2019	FORD	SUPER DUTY F-450 DRW XL/X	Bucket Truck
BT1904	2019	FORD	SUPER DUTY F-550 DRW XL/X	Bucket Truck
BT1905	2019	FORD	SUPER DUTY F-550 DRW XL/X	Bucket Truck
BT1906	2019	FORD	SUPER DUTY F-550 DRW XL/X	Bucket Truck
BT1907	2019	FORD	SUPER DUTY F-550 DRW XL/X	Bucket Truck
BT1908	2019	FORD	SUPER DUTY F-550 DRW XL/X	Bucket Truck
BT1909	2019	FORD	SUPER DUTY F-550 DRW XL/X	Bucket Truck
BT1910	2019	FORD	SUPER DUTY F-550 DRW XL/X	Bucket Truck
BT1911	2019	FORD	SUPER DUTY F-550 DRW XL/X	Bucket Truck
BT1912	2019	FORD	SUPER DUTY F-550 DRW XL/X	Bucket Truck
BT1914	2019	FORD	SUPER DUTY F-550 DRW XL/X	Bucket Truck
BT1915	2019	FORD	F-550 CC REGULAR	Bucket Truck
BT1918	2019	FORD	F-550 CC REGULAR	Bucket Truck
BT1919	2019	FORD	F-550 CC REGULAR	Bucket Truck
BT1920	2019	FORD	F-550 CC REGULAR	Bucket Truck
BT1922	2019	FORD	F-550 CC REGULAR	Bucket Truck
BT1923	2019	FORD	F-550 CC REGULAR	Bucket Truck
BT2202	2022	FORD	SUPER DUTY F-550 DRW XL/X	Bucket Truck
BT2203	2022	FORD	SUPER DUTY F-550 DRW XL/X	Bucket Truck
BT2205	2022	FORD	F-550 CC REGULAR	Bucket Truck
BT2206	2022	FORD	F-550 CC REGULAR	Bucket Truck
BT2207	2022	FORD	F-550 CC REGULAR	Bucket Truck
BT2208	2022	FORD	F-550 CC REGULAR	Bucket Truck
BT2209	2022	FORD	F-550 CC REGULAR	Bucket Truck
CR1401	2014	FREIGHTLINER	108SD CONVENTIONAL CAB	Crane Truck
CR2001	2020	PETERBILT	520 6X4 LCF 58 BBC 164 WB	Crane Truck
CR2002	2020	PETERBILT	520 6X4 LCF 58 BBC 164 WB	Crane Truck
DV1601	2016	FORD	F-550 CC REGULAR CAB 60CA	Dump Truck
FB1702	2017	FORD	F-550 CC REGULAR CAB 60CA	Flat Bed (Delivery Truck)
PU1701	2017	CHEVROLET	COLORADO BASE/WT EXT CAB 6'BOX	Pickup
PU1801	2018	CHEVROLET	COLORADO BASE/WT EXT CAB 6'BOX	Pickup
PU1802	2018	FORD	F-250 SUPERCAB 6.75' BOX	Pickup
PU1901	2019	FORD	F-150 SUPERCREW 5.5' BOX	Pickup
PU1902	2019	FORD	F-150 SUPERCREW 5.5' BOX	Pickup
PU2001	2020	FORD	F-250 REGULAR CAB 8' BOX	Pickup
PU2002	2020	FORD	F-250 REGULAR CAB 8' BOX	Pickup
UT1101	2011	FORD	F-550 REG CAB C&C	Utility Body

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UT1201	2012	FORD	F-550 Chassis	Utility Body
UT1701	2017	FORD	F-550 CC REGULAR CAB 60CA	Utility Body
UT1801	2018	FORD	F-250 SUPERCAB 6.75' BOX	Utility Body
UT1802	2018	FORD	F-350 CC SUPERCAB SRW 60 CA	Utility Body
UT1803	2018	FORD	F-350 Chassis	Utility Body
UT1804	2018	FORD	F-350 Chassis	Utility Body
UT1901	2019	FORD	F-350 Chassis	Utility Body
UT1902	2019	FORD	F-550 CC REGULAR CAB 60CA	Utility Body
VH1801	2018	TOYOTA	PRIUS TWO	Night Check Vehicle
VH2001	2020	TOYOTA	PRIUS LE AWD	Night Check Vehicle
VN1901	2019	FORD	TRANSIT CONNECT LWB XL SWING	Transit Van
VN1902	2019	FORD	TRANSIT CONNECT LWB XL SWING	Transit Van
VN1903	2019	FORD	TRANSIT CONNECT LWB XL SWING	Transit Van
AB0601	2006	Arrowboard, Towable	UTILITY TRAILER	Arrowboard, Towable
AB1401	2014	CMS, Towable	TRAIL KING TRAILER	CMS, Towable
AB1402	2014	CMS, Towable	TRAILER 6X12	CMS, Towable
AB2201	2022	Arrowboard, Towable	2022 CUSTOM 12X60 DRY W/GLASS	Arrowboard, Towable
AB2202	2022	Arrowboard, Towable	2022 CUSTOM 12X60 DRY W/GLASS	Arrowboard, Towable
AB2203	2022	Arrowboard, Towable	2022 CUSTOM 12X60 DRY W/GLASS	Arrowboard, Towable
AB2204	2022	Arrowboard, Towable	2022 CUSTOM 12X60 DRY W/GLASS	Arrowboard, Towable
AB2205	2022	Arrowboard, Towable	2022 CUSTOM 12X60 DRY W/GLASS	Arrowboard, Towable
AB2206	2022	Arrowboard, Towable	2022 CUSTOM 12X60 DRY W/GLASS	Arrowboard, Towable
AB9901	1999	Arrowboard, Towable	TRAILER	Arrowboard, Towable
AC0501	2005	Air Compressor, Towable	EQUIPMENT	Air Compressor, Towable
AC0701	2007	Air Compressor, Towable	TRAILER	Air Compressor, Towable
AC0801	2008	Air Compressor, Towable	TRAILER	Air Compressor, Towable
AC0802	2008	Air Compressor, Towable	TRAILER	Air Compressor, Towable
AC1201	2012	Air Compressor, Towable	TRAILER	Air Compressor, Towable
AC2201	2022	Air Compressor, Towable	2022 CUSTOM 12X60 DRY W/GLASS	Air Compressor, Towable
AC2202	2022	Air Compressor, Towable	2022 CUSTOM 12X60 DRY W/GLASS	Air Compressor, Towable
AC2203	2022	Air Compressor, Towable	2022 CUSTOM 12X60 DRY W/GLASS	Air Compressor, Towable
AC2204	2022	Air Compressor, Towable	2022 CUSTOM 12X60 DRY W/GLASS	Air Compressor, Towable
CM2101	2020	EQUIPMENT	TAYLOR-DUNN MX-600 MAINT EXPED	Concrete Mixer, Towable
CT0001	2000	TRAILER	TANDEM AXLE DRY FREIGHT VAN	Cable/Conductor Trailer
CT0701	2007	TRAILER	TRAILER	Cable/Conductor Trailer
CT8001	1980	EQUIPMENT	RESPONSE TRUCK	Cable/Conductor Trailer
DT2001	2020	TRAILER	BIG TEX 20' PINTLE UTILITY TAN	Dump Trailer
DT2101	2021	TRAILER	BIG TEX 20'VANGUARD 9.990 TAND	Dump Trailer
DT2102	2021	TRAILER	BIG TEX 20'VANGUARD 9.990 TAND	Dump Trailer
FL0501	2005	FORKLIFT	HYSTER FORKLIFT	Forklift
FL0502	2005	FORKLIFT	HYSTER FORKLIFT	Forklift
FL0503	2005	FORKLIFT	HYSTER LIFT TRUCK	Forklift
FL0601	2006	TRAILER	48' UTILITY	Utility Trailer
HM1201	2000	TRAILER	AG1000 WAGON	Hot Melt Machine, Towable
MX1801	2018	TRAILER	ALUMA ENCLOSED 6X10 SPORT SNGL	Mini Excavator
TR1801	2018	TRAILER	ALUMA ENCLOSED 6X10 SPORT SNGL	Utility Trailer
VT1001	2010	TRAILER	TRAILER	Vacuum, Towable

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Fleet/Equipment Pictures



















7. Methodology / Scope of Work



It is our understanding that the City of Compton is seeking a qualified traffic signal maintenance firm to provide Traffic Signal and Streetlight Maintenance and Emergency Repair Services. The selected service company will be responsible for providing a continuing, comprehensive, routine, and extraordinary maintenance program for the City's equipment. The City's expectation is that the maintenance program will reduce the incidence of malfunctions, reduce complaints, promote safety, and proactively extend the longevity of the equipment, thus reducing the overall operating cost for the City's traffic signal and streetlight systems.

Our goal is always to exceed our customer's expectations. We have a broad range of experienced personnel including IMSA Level III Traffic Signal Maintenance personnel. The technicians assigned to this contract have ***over 134 years of combined experience*** managing and maintaining traffic signals, streetlights, fiber optic networks, and central systems.

Our in-house traffic signal laboratories (located in Riverside) provide a full range of technical services including complete controller/cabinet testing, repair, and conflict monitor testing/certification. Services for this contract include the provision of appropriately trained personnel and equipment necessary to perform maintenance activities as outlined in your RFP.

We understand that the general Scope of Work to be done consists of routine preventative maintenance and repair of your traffic signal and streetlight devices as well as general and emergency repairs of the same. These services will provide your city with safe and efficient operations. Yunex Traffic will have available and readily accessible, qualified personnel, tools, equipment, facilities, and material required to perform all work necessary for the maintenance of the City's traffic signal systems, as outlined in the Scope of Work and in compliance with current City and State standards.

Our Approach / Response Times

To be able to respond immediately to emergency calls, Yunex Traffic's field technicians are authorized to take their work vehicles home daily. All work vehicles are stocked with proper field equipment so he/she may sufficiently address most problems they encounter while responding.

Emergency response call outs and unscheduled repairs are initiated by calling our toll-free emergency phone number, **1-800-229-6090.** A live dispatcher will be available 24 hours a day, 7 days per week, 365 days per year. Our dispatcher will create a work order in our visual planning board and once the work order is released, it will immediately transfer to our technician's queue on their mobile device. As part of our quality control practice, our dispatcher will follow up with a phone call to our technician to confirm that he/she is in receipt of the call out/work order. For emergency calls, the technician will arrive at the site **within two (2) hours** to assess and correct the reported problem. Once the problem is corrected, the technician will inform the city of the repair actions.

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Scope of Work

It is always the goal of Yunex Traffic to tailor our services around our customer's needs. We understand that throughout the term of a contract, those needs may change. We approach all our contracts with the same vision; build a partnership with the City's staff and work towards achieving common goals set forth through that partnership. We realize that this is an ever-evolving process and that is why we believe that the only successful route is through establishing common goals. This methodology and a commitment to service will be applied to every aspect of our services for the City of Compton.

Routine Maintenance

We will execute a comprehensive monthly routine maintenance program as outlined in the City's Scope of Work, as recommended by the manufacturer, and as listed below. Yunex Traffic will also maintain, at the same unit price, additional traffic signals and appurtenant devices as they are installed or become a part of the maintenance requirements of the city.

Yunex Traffic technicians will, at a minimum, perform the following tasks on the City's traffic signals monthly:

- Routine maintenance is typically scheduled by the technician as they are more aware of the geography of the area. He will take into consideration contract requirements and your preference when scheduling routine preventive maintenance.
- Once our technician arrives at the location, he will complete a job hazard analysis (JHA) determining any potential hazards at the location. Following the JHA, they will secure the area with proper traffic control as referenced in the most recent editions of the CAMUTCD and W.A.T.C.H. Handbooks and in accordance with the city's traffic control requirements.
- Our technician will clean and vacuum the controller and battery backup cabinets (if equipped) and ensure the cabinet vents are un-obstructed, the air filter is clean, properly inserted, and secure (air filters will be replaced semi-annually). During this process, your Yunex Traffic technician will perform the following checks inside the controller cabinet:
    - Confirm the controller cabinet is securely mounted to the foundation and inspect the seal for deterioration. Excessive dampness and plant/animal intrusion inside the controller cabinet will be reported to the city and repaired immediately.
    - Verify fan operation and ensure the thermostat is set to 96 degrees Fahrenheit and that there is sufficient airflow through the cabinet.
    - Inspect cabinet hardware (i.e., door gaskets, hinges, locks, etc.) for proper operation. All deficiencies will be repaired and reported to the city.



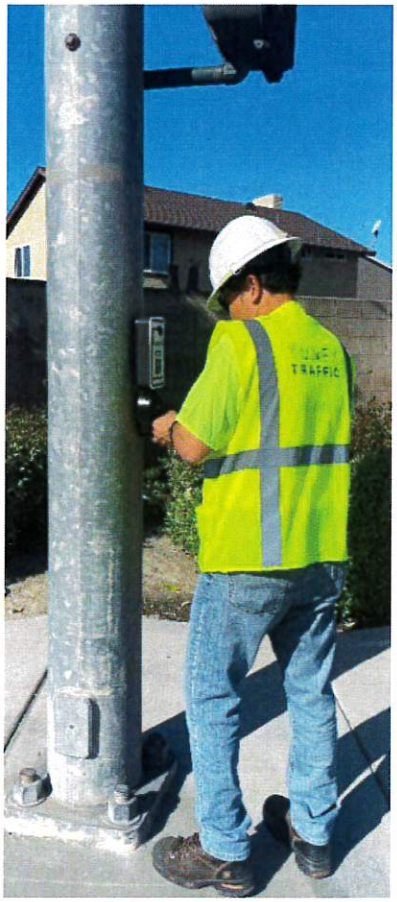
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  - Inspect electrical components (i.e., relays, load switches, equipment displays and indications, flasher(s), rack-mount detectors, harness/connectors, service connections, system telemetry, communications system, cabinet grounding, GFCI receptacles, terminal connections cabinet lights and switches, CMU (interlock) door switch, the police panel switches, etc.) for proper operation and adjust, as necessary. We will also verify proper operation of all equipment displays and cabinet/controller indicator lamps. Deficiencies that pose a safety concern will be corrected immediately.
  - Semi-annually verify that controller software/firmware is up to date.

- Following the visual inspection, your Yunex Traffic technician will examine the functionality of the controller in relation to traffic at the intersection and confirm all phase and coordination timing is programmed correctly and is current based on the timing sheet located in the controller cabinet.
- In addition to monitoring phase actuation from vehicle/traffic, they will also confirm proper intersection cycling by manually placing vehicle and pedestrian calls on each phase through the cabinet test switches or the controller keypad to verify controller servicing of each phase.
- Yunex Traffic technicians will ensure your controller's date and time is correct and we will adjust all controller clocks within 48 hours of time changes related to Daylight Savings Time. This also includes confirming the correct date and time in all Conflict Monitor Units and Malfunction Management Units (CMU/MMU) during each visit.
- Your Yunex Traffic technician will check the controller log buffers and investigate any faults that may have surfaced since the last maintenance visit.
- CMU's/MMU's can be tested annually. Technicians will be ATSI CMU/MMU Test Equipment Certified. Individual test results will meet the city's documentation requirements and be available in each controller cabinet and an electronic file (USB) will be delivered to the city within 30 days after completing the testing. This test will also be documented on the routine maintenance log located in the controller cabinet. The cost for annual CMU/MMU testing will be billed on a time/material basis.
- The technician will confirm all detector loop cables are correctly identified, connected to the correct vehicle detector field terminals, and that a call is placed on the correct detector input, and that the input places a call on the correct controller phase. We will adjust or re-tune detector amplifiers and correct substandard splices, as necessary. Loops requiring re-seal or replacement will be documented and reported to the city immediately.
- If the intersection is equipped with video/radar detection our technician will verify that detection zones are properly structured. They will also verify proper camera operation by monitoring the vehicle call on the video processor unit and confirm that the calls are registering in the controller and actuating the correct phase in the controller. The technician will verify that detection system software has been properly updated. Semi-Annual Video Detection lens cleaning is included with Routine Maintenance.

Our technicians are extremely knowledgeable with the installation, handling, and testing of interconnect and **fiber optic** systems.

- If equipped, your Yunex Traffic technician will confirm operation of all preemption devices (i.e., railroad, emergency vehicle preemption (EVP), fire station preemption, etc.). EVP testing will be completed monthly and is included with routine monthly maintenance.
- If equipped, inspect CCTV cameras for correct operation. Check for damage to wiring or housing and clean lens. If requested, CCTV camera lens cleaning can be done on a time/material basis.
- The technician will also test your interconnect systems to maintain existing operation and will notify you of any deficiencies.
- If equipped, your Yunex Traffic technician will check the battery back-up systems / uninterruptible power supplies (UPS) including checking/logging the battery and load levels. In addition, we will confirm all battery connections to ensure they are clean and secure. We will report any batteries that require replacement immediately. All events and run time will be documented inside each controller cabinet. Semi-Annual testing by electrical bypass for proper operation is included with routine monthly maintenance.
- Yunex Traffic will perform a bi-monthly night check of safety lights/illuminated street name signs (IISNS) at all signalized intersections (if equipped). Our findings will be submitted to the city and required repairs will be made according to the Extraordinary Maintenance schedule. Monthly night checks are included with Routine Preventative Maintenance.
- Our technician will walk the intersection (clockwise and counterclockwise) and visually inspect all poles, signal heads, pedestrian signals, associated framework, and signal mounted signs for proper operation, alignment, and broken or missing parts. During this process, your Yunex Traffic technician will perform the following checks outside of the controller cabinet:
    - Depress all pedestrian push buttons and observe proper timing and display.
    - Visually inspect the loops for sufficient sealant or exposed loop wires.
    - Inspect pull boxes, pull box lids and hand-hole covers. Missing covers/lids will be replaced immediately.
    - Visually inspect all signal doors, back plates, and visors and confirm they are secure.
    - Remove unauthorized signs, stickers, and posters that can be easily removed from traffic signal poles and the controller cabinet. Graffiti will also be removed within twenty-four (24) hours of notification.
    - Prepare a list of locations where painting may be necessary, which will be submitted to the City for approval. Painting rates can be provided, if requested.



- The technician will lubricate cabinet door locks and padlocks quarterly, unless required sooner.
- Maintain a yearly inventory list of all equipment in the controller cabinet at each location. This list will also be updated electronically and provided to the city yearly in a Microsoft Excel spreadsheet, or as requested.

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- Your Yunex Traffic technician will document all maintenance activities on the city approved Preventative Maintenance checklist, on the cabinet log, and in their mobile device which is wirelessly communicating to our maintenance server enabling our customers to view all progress in virtually real-time.

Extraordinary Services

In addition to the Preventative Maintenance program, we will provide other Extraordinary Services such as scheduled repairs, emergency response and technical support services to the City's traffic signal systems in accordance with City requirements and as listed below.







Our Extraordinary and Emergency Response Services include, but not limited to, the following services:

- Furnish and install replacement safety lights or illuminated street name signs.
- Downed signal heads, poles, signal on flash, signal blackout, burned out lamps, damaged controllers and cabinets, damaged illuminated street name signs, damaged inductive loops, sensing elements, pedestrian push buttons, electroliers, pedestrian signal heads, wiring, and other operational equipment related issues.
- Assisting the City for special events or for City construction projects, as necessary to implement revised traffic signal timing and phasing for changed traffic conditions. If requested, prepare punch list items, and follow through with city representative to ensure a successful completion. Perform overhead maintenance on traffic signals, safety lighting, street name and regulatory signs, video detection cameras, Opticom systems, and license plate reader (LPR) systems.
- Provide support for underground maintenance including conduit repair or replacement, wire inspection and installation, and interconnect installation.
- Repair, replace or otherwise render in good working order all defective parts of the traffic signal equipment with like make and model parts. Whenever equipment is removed, the city representative will be notified within twenty-four (24) hours.
- USA Dig Alert – Locating services using **in-house locators**.
  - Yunex Traffic will respond to all **Underground Service Alert (USA)** requests/notices or at the request of city staff for the marking and protection of traffic signal underground facilities such as traffic signal and electrical conduits, interconnect facilities, loops, safety light conduits, and other appurtenant equipment which might conflict with other right-of-way construction or repairs. Our technicians are equipped and certified with the proper locating devices provided by Metrotech.

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- **Fiber Optic** related maintenance services such as: Installation, splicing, terminations, troubleshooting, on-reel testing, and integration.







- **Signal Loop Replacement**. Yunex Traffic is the **only** maintenance provider who performs Loop replacements in-house.




Yunex Traffic will notify the City prior to any traffic signal deactivations that may be necessary to provide the required services. Traffic signal shutdowns will not be scheduled without the approval of an authorized representative of the City. Also, Yunex Traffic will not proceed with any extraordinary repairs without authorization from the city, unless it is a matter of public safety.

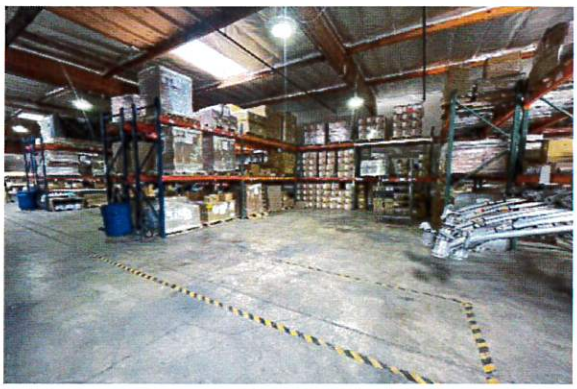
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Spare Materials

Yunex Traffic has over $1,500,000 in inventory locally and available to the City of Compton:

- 25+ – 2070 controllers from various manufacturers
- 25+ – NEMA controllers (such as Econolite ASC3, ASC2-S, Cobalt, etc.)
- 25 – 24VDC Power Supply
- 25+ – MMU/CMU's from various manufacturers
- 150 – Load Switches
- 60+ - Detectors
- 6 – Type P controller cabinets
- 3 – 332 controller cabinets
- 250+ – Replacement LED Lamps (Red/Yellow/Green) / LED pedestrian signals
- 50 – ADA compliant pedestrian activation buttons
- 25+ - Battery Backup Batteries (sizes/manufacturers vary)
- 25+ - Several types/sizes of Marbelite streetlight poles
- 20+ - Luminaire Mast Arms of various lengths
- 20+ – Luminaires of various manufactures and wattages
- 250+ - Photocells/shorting caps from various manufactures
- 50,000+ - Feet of various wire types









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THIS DELEGATION ONLY APPLIES TO YUNEX, LLC. ALL CONTRACTS, BIDS, CERTIFICATES, AFFIDAVITS OR ANCILLARY DOCUMENTS TO BE SIGNED ON BEHALF OF SIEMENS MOBILITY, INC. MUST BE SIGNED BY RODNEY MATHIS AND DIRK RAUBER WITHOUT EXCEPTION

DELEGATION OF APPROVAL AUTHORITY FROM

CEO-PRESIDENT & MANAGING DIRECTOR AND CFO-MANAGING DIRECTOR FINANCE

YUNEX, LLC.

A. The undersigned **Rodney Mathis, CEO President & Managing Director** and **Dirk Rauber, CFO & Managing Director Finance** of the Yunex, LLC. (the "Corporation"), a corporation duly organized and existing under the laws of the State of Delaware, by virtue of the authority vested as President and CFO to sign or countersign and otherwise execute in the name, or on behalf of the Corporation, any bids, projects, contracts, agreements and any certificates, affidavits or ancillary documents in connection therewith to the extent the foregoing instruments and are consistent with the limits of authority granted under LoA guidelines and grants of release for and on behalf of the Corporation, do hereby delegate to and acknowledge that the following person(s) may exercise such authority for and on our behalf up to $3 million.

AUTHORIZED SIGNATORIES	
Business Operations (Name/Position)	Finance/Central Support Function (Name/Position)
	Manager, Procurement

B. It is further acknowledged that the following individuals are hereby authorized to sign or countersign and otherwise execute in the name, or on behalf of the Corporation, the same documents as referenced in paragraph A, up to and including a transactional limit of $1,500,000. Any such delegation extends to but is limited to the same scope, documents and subject matter as referenced and granted in paragraph A, limited to the monetary amount stated in this paragraph.

AUTHORIZED SIGNATORIES	
Business Operations (Position)	Finance/Central Support Function (Position)
Director, PLM/R&D	Commercial Manager, Service
Head of Projects	Commercial Manager, Products
Project Manager, Miami & Florida	Commercial Project Manager, Miami
Director, Service	Commercial Manager, Projects
V.P. Sales	Controller/Head of Accounting
V.P. Operations	

C. It is further acknowledged that the following individuals are hereby authorized to sign or countersign and otherwise execute in the name, or on behalf of the Corporation, the same documents as referenced in paragraph A, up to and including a transactional limit of $500,000. Any such delegation extends to but is limited to the same scope, documents and subject matter as referenced and granted in paragraph A, limited to the monetary amount stated in this paragraph.

AUTHORIZED SIGNATORIES

Restricted

Business Operations (Position)	Finance/Central Support Function (Position)
Operations Manager	Commercial Project Manager
Project Manager	Commercial Service Manager
Material Manager	
Technical Project Manager	

D. It is further acknowledged that the following individuals are hereby authorized to sign or countersign and otherwise execute in the name, or on behalf of the Corporation, the same documents as they are referenced in paragraph A, up to and including a transactional limit of $100,000. Any such delegation extends to but is limited to the same scope, documents and subject matter as referenced and granted in paragraph A, limited to the monetary amount stated in this paragraph.

AUTHORIZED SIGNATORIES	
Business Operations (Name/Position)	Finance/Central Support Function (Name/Position)
Service Account Manager	SCM Expert
Sales Manager	
Bid Manager	

E. It is further acknowledged that each of the signatures of the persons referred to in paragraphs A, B, C, D, and E are binding upon the Corporation.

F. It is further acknowledged that any delegate's authority extends only to the scope and extent of the delegate's respective job responsibilities. For instance, a project manager's delegation extends only to the limits described herein and only to the project(s) for which the delegate has responsibility.

G. It is further acknowledged that any document shall require the signature of two (2) of the above Authorized Signatories, one each from Business Operations and from Finance/Central Support Functions, whom shall have the requisite signature authority to be legally binding upon the Corporation.

H. It is further acknowledged that each of the persons referred to herein is authorized to delegate such person's authority hereunder to additional members of his or her management team up to the limit of such person's delegation of authority, provided that such delegation is in written form signed by the delegator and filed with the Legal Department.

I. It is further acknowledged that the Secretary or an Assistant Secretary of the Corporation is authorized to issue certifications attesting to the incumbency, authority and status of any of the persons referred to in this resolution.

J. Any prior versions of this general Delegation of Authority policy are void.

IN WITNESS WHEREOF, we have hereunto subscribed our names and affixed the corporate seal of the said company, as of the 25th day of August 2022.

Rodney Mathis

Digitally signed by Rodney Mathis
DN: cn=Rodney Mathis, c=US, o=Yunex Traffic, ou=Yunex Traffic, email=rodney.mathis@yunextraffic.com
Reason: I am approving this document
Date: 2022.08.26 16:26:28 -05'00'

Rodney Mathis
President & Managing Director
Yunex, LLC.

Restricted

Digitally signed by Rauber Dirk
Date: 2022.08.25 13:53:55
-07'00'

Dirk Rauber
Managing Director Finance
Yunex, LLC

CERTIFICATE

I, Pamela Brickner, certify that I am the Secretary of Yunex, LLC, that Rodney Mathis and Dirk Rauber who signed this agreement for this corporation, were then President and Managing Director USA and Managing Director Finance USA of this corporation; and this agreement was duly signed for and on behalf of this limited liability company by authority of its governing body and within the scope of its corporate powers. Witness my hand and seal of this corporation on this 25th day of August 2022.

By: _____

(CORPORATE SEAL)

Yunex LLC
LIMITED LIABILITY COMPANY
SEAL
2021
DELAWARE

Restricted

YUNEX
TRAFFIC

Cust PO No	Cust PO Date	Quotation No	Invoice No	Date
Compton	04/09/2019		5610000673	11/30/2023
Sales Order No	**Sales Ord Date**	**Lock Box No**	**Customer No**	
8000023865	10/19/2023	23433	60003868	Page 1 of 4

Bill To:	Sold To:	Ship To:
CITY OF COMPTON 205 S WILLOWBROOK AVE COMPTON CA 90220	CITY OF COMPTON 205 S WILLOWBROOK AVE COMPTON CA 90220	CITY OF COMPTON 205 S WILLOWBROOK AVE COMPTON CA 90220

Remit check payments to:	Remit Incoming Wires To:	Remit Incoming ACH's To:
Yunex LLC PO Box 23433 New York NY 10087	Yunex LLC New York ABA# 021000021 Swift: CHASUS33 Account: 789161756 Send Remittance Instructions to: ar.yunex-remits.us@siemens.com	JPMorgan Chase - New York Account Name Yunex LLC Bank Swift BIC CHASUS33 Routing Number 021000021 Account Number 789161756

Delivery#: Ship Date:

INCO Terms:

Line Item	Material Number/Description	U/M	Invoice Qty	Unit Price	Total Price
	Traffic Signal Response Call Outs for October 2023				6,880.42

PAID

CK.NO.

DATE

OK TO PAY
PUBLIC WORKS
ST. MAINTENANCE

Total Wt.: 0 KG **Currency: USD** **Invoice Total:** **6,880.42**

Payment Terms: Net Due 30 Days Net Due By: 12/30/2023

These items are controlled by the U.S. Government(when labeled with "ECCN" unequal"N")and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end user(s) herein identified.They may not resold,transfered,or otherwise disposed of to any other country or to any person other than the authorized ultimate consignee or end user(s)either in their original or after beingincorporated into other items,without first obtaining approval from the U.S Government or as otherwise authorized by U.S law and regulationsItems labeled with "AL" unequal "N" are subject to

"We hereby certify that these goods were produced in compleince with all the applicable requirements of section 6,7 & 12 of the Fair Labour Standards Act, as amended, and regulations and orders of the United States Department of Labour issued under Section 14,thereof"

YUNEX
TRAFFIC

Cust PO No	Cust PO Date	Quotation No	Invoice No	Date
Compton	04/09/2019		90001307	01/22/2024
Sales Order No	Sales Ord Date	Lock Box No	Customer No	
7000000045	08/07/2023	23433	60003868	Page 1 of 4

Bill To:	Sold To:	Ship To:
CITY OF COMPTON 205 S WILLOWBROOK AVE COMPTON CA 90220	CITY OF COMPTON 205 S WILLOWBROOK AVE COMPTON CA 90220	CITY OF COMPTON 205 S WILLOWBROOK AVE COMPTON CA 90220

Remit check payments to:	Remit Incoming Wires To:	Remit Incoming ACH's To:
Yunex LLC PO Box 23433 New York NY 10087	Yunex LLC New York ABA# 021000021 Swift: CHASUS33 Account: 789161756 Send Remittance Instructions to: ar.yunex-remits.us@siemens.com	JPMorgan Chase - New York Account Name Yunex LLC Bank Swift BIC CHASUS33 Routing Number 021000021 Account Number 789161756

Delivery#: Ship Date:

INCO Terms: Free on Board
ORIGIN

Line Item	Material Number/Description	U/M	Invoice Qty	Unit Price	Total Price
100	TYZ:RCM_MNT_INTRSC Signalized Intersections Traffic Signal Maintenance for December 2023	PC	114	88.58	10,098.12

PAID
CK.NO.
DATE

OK TO PAY
PUBLIC WORKS
ST. MAINTENANCE

Total Wt.: 0 KG **Currency: USD** **Invoice Total:** **10,098.12**

Payment Terms: Net Due 30 Days Net Due By: 02/21/2024

These items are controlled by the U.S. Government(when labeled with "ECCN" unequal"N")and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end user(s) herein identified.They may not resold,transfered,or otherwise disposed of to any other country or to any person other than the authorized ultimate consignee or end user(s)either in their original or after beingincorporated into other Items,without first obtaining approval from the U.S Government or as otherwise authorized by U.S law and regulationsItems labeled with "AL" unequal "N" are subject to

"We hereby certify that thses goods were produced in complaince with all the applicable requirements of section 6,7 & 12 of the Fair Labour Standards Act, as amended, and regulations and orders of the United States Department of Labour issued under Section 14,thereof"

SERVICE AGREEMENT
BETWEEN
CITY OF COMPTON
AND
YUNEX TRAFFIC

This **AGREEMENT** is made by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as **"CITY"**) located at 205 South Willowbrook Avenue, Compton, California 90220, and **YUNEX TRAFFIC** (hereinafter referred to as "**CONTRACTOR")** located at 1026 East Lacy Avenue, Anaheim, CA 92805.

RECITALS:

A. City is a municipal corporation duly organized and validly existing under the law of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of City.

B. Contractor is a corporation duly organized and in good standing in the State of California. Contractor represents that it is duly licensed by the State of California and has the background, knowledge, experience and expertise to perform the obligations set forth in this Agreement.

C. City and Contractor enter into this Agreement for the purpose of retaining Yunex Traffic (Contractor) to perform that work required pursuant to the Agreement herein.

D. Authorization to enter into this Agreement is pursuant to **Resolution No. _____** adopted by the City Council on **_____**.

AGREEMENT:

That the City and Contractor, for the consideration, terms and conditions herein described, mutually agree as follows:

1. SERVICES TO BE PERFORMED BY CONTRACTOR:

Contractor agrees to provide and furnish all necessary professional, managers, supervisors, staff, equipment, materials, supplies, manufactured articles, laborers, necessary tools, expendable equipment, all utility, transportation and services, including fuel, essential communications and other facilities required in connection with providing annual professional traffic signal and street lighting maintenance services; which shall include, but not limited to performing the following traffic signal and street lighting maintenance services activities at various locations throughout the City:

- Walk the intersection and visually inspect all signal heads for proper operation, alignment, broken lenses, and missing parts. Depress all pedestrian push buttons and observe proper timing and display.
- Examine the functioning of the controller in relation to the traffic.
- Observe and check for proper operation of the detector loops and amplifiers. Adjust or re-tune detector amplifiers and correct substandard splices as necessary. For intersections with video detection, verify camera operation by monitoring the vehicle call on the video controller unit. Also, verify the calls going to the detector call page in the controller.

- Inspect all relays, switches and terminals, etc. and replace or make adjustments as necessary.
- Check and adjust fan operation. Check the filter for tight fit and tape if required. Clean and vacuum the cabinet as necessary. Examine cabinet interior for water, excessive dampness and plant or animal intrusion.
- Inspect battery backup system (if the signal is equipped with such unit) to ensure unit is fully charged. Check all battery connections to ensure they are clean and secure.
- Perform a night time check of safety lights and illuminated street name signs at all signalized intersections.
- The Contractor shall investigate and determine the corrective requirements for each reported malfunction, failure, or outage of the traffic signal system.
- The City may request that the Contractor perform emergency response work on the traffic control system.

Contractor shall not proceed with any work until the City has approved an itemized cost proposal presented to the City by the Contractor for the requested services.

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

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

1.1 Key Personnel.

.a Contractor's Representative. Contractor hereby designates: **Rodney Mathis, CEO President & Managing Director and Dirk Rauber, CFO & Managing Director Finance** of **Contractor**, who shall be deemed to be Contractor's agent with express authority to bind Contractor with respect to all matters requiring Contractor's approval or authorization.

.b City's Representative. City hereby designates: The **Street Superintendent or his/her designated representative** as City's Representative for this Agreement.

2. COMPENSATION:

The method of payment for the services rendered pursuant to this Agreement shall be based on a fee-for-services, per task basis, billable at the unit price rates specified within the Contractor's Proposal, which is incorporated herein. It is understood and agreed between the parties that the maximum compensation payable for the services to be provided by the Contractor during each contract year of this Agreement shall be limited to a not-to-exceed amount of Four Hundred Fifty Thousand Dollars ($450,000).

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

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

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

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

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

3. TERM OF AGREEMENT:

The term of this Agreement shall be for a period of three (3) years (June 24, 2024 –June 23, 2027), with an option to renew/extend the Agreement for an additional two (2) two-year terms, if agreed to by the Parties, unless this Agreement is terminated as provided herein.

4. SAFETY:

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

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

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

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

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

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

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

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

5. INDEMNITY:

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

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

6. INSURANCE:

6.1 Contractor, by executing this Agreement, hereby certifies:

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

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

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

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

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

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

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

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

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

. b The insurer waives all rights of subrogation against the City.

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

. d Identity of the insured(s).

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

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

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

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

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

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

7. NONDISCRIMINATORY EMPLOYMENT PRACTICES:

During the performance of this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, sex, creed, color, religion, age, sexual orientation, marital status, national origin, political affiliation, handicap or belief in

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

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

8. SUCCESSOR AND ASSIGNS:

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

9. INDEPENDENT CONTRACTOR STATUS:

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

10. SUBCONTRACTING:

Except as may be 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.

11. OTHER CONTRACTORS:

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

12. PERMITS AND LICENSES:

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

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

13. TERMINATION:

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

13.1 If the Contractor becomes insolvent; that is, it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not it has committed an act of bankruptcy, and whether or not insolvent within the meaning of the federal Bankruptcy law, then, the City may, without prejudice to any other right or remedy and after giving the Contractor five (5) days written notice, terminate this Agreement.

13.2 If the Contractor persistently or repeatedly refuses or fails, except in cases for which extensions of time are provided, to supply enough properly skilled workers, property or material, or if he fails to make prompt payment to subcontractors or for materials or labor, or he persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, then, the City may, without prejudice to any other right or remedy and after giving the Contractor five (5) days written notice, terminate this Agreement.

13.3 If the Contractor fails to perform or breaches any material obligation under this Agreement, then, the City may, without prejudice to any other right or remedy and after giving the Contractor five (5) days written notice, terminate this Agreement.

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

14. FORCE MAJEURE:

In the event that performance by either party is rendered impossible (permanently or temporarily) due to acts of war, acts of terrorism, fires, floods, epidemics, quarantine restrictions, or other natural occurrences, strikes, work slowdowns, lockouts (other than lockout

by Contractor or any of Contractor's subcontractors), or other similar acts to those described above or other causes beyond the reasonable control of such party, and without fault or negligence, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Notwithstanding the foregoing, City shall have the right to terminate this Contract upon any event that renders performance impossible. In such case, City shall be responsible for payment of all expenses incurred to the point at which this Contract is terminated.

15. WAIVERS:

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

16. AMENDMENTS:

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

17. NOTICE:

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

Contractor:
Yunex Traffic
1026 E Lacy Ave
Anaheim, California 92805
Attn: Rodney Mathis, CEO President
Dirk Rauber, CFO
(951) 784-6600

City:
City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: Public Works Street Superintendent
(310) 605-5691
(dtimmons@comptoncity.org)

18. CONTRACTOR'S BOOKS AND RECORDS:

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

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

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

19. EXAMINATION AND AUDIT:

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

20. EXTENT OF AGREEMENT:

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

Incorporated herein and made a part hereof are the **CITY's "Request for Proposal for Citywide Traffic Signal and Street Light Maintenance and Emergency Response Services for the City of Compton"** and the **CONTRACTOR's Proposal for "Citywide Traffic Signal and Street Light Maintenance and Emergency Response Services"** (dated May 30, 2024).

21. GOVERNING LAW, JURISDICTION AND VENUE:

This Agreement shall be governed by and construed under the laws of the State of California. In the event of litigation between the parties, venue shall lie exclusively 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.

Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this

Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the parties.

22. WAIVER OF JURY TRIAL:

Contractor voluntarily waives its right to a jury trial of any cause of action, claim, counter-claim or cross-complaint in any action, proceeding or hearing on any matter whatsoever arising out of, or in any way connected with, this Agreement, the relationship between City and Contractor, Contractor's performance on each project, or the enforcement of any remedy under any law, statute or regulation now or hereafter in effect. Contractor shall include this provision for waiver of jury trial right in its contracts with its subcontractors who provide work on any assigned projects, waiving the right of a jury trial in any action involving City as a party, whether by joinder, consolidation, counter-claim, cross-complaint or otherwise.

23. FEDERAL AND STATE WITHHOLDING TAXES:

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

24. CERTIFICATIONS:

CERTIFICATIONS OF CONTRACTOR

I, Rodney Mathis and Dirk Rauber**, HEREBY CERTIFY** that we are duly authorized representative(s) of the **CONTRACTOR** firm of **Yunex Traffic**, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

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

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

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

DEBARMENT AND SUSPENSION CERTIFICATION

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

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

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

[Supply exceptions on separate page]

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

[Attach separate page]

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

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

Rodney Mathis, CEO President & Managing Director **Date**
Dirk Rauber, CFO & Managing Director Finance

25. 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.

YUNEX TRAFFIC
CONTRACTOR

Dated: _____ **By _____**
Rodney Mathis, CEO President & Managing Director
Dirk Rauber, CFO & Managing Director Finance

CITY OF COMPTON
Recommended for Approval:

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

Approved by:

Dated: _____ **By_____**
Willie Hopkins, Jr., City Manager

Approved as to form:

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

ATTEST:

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

June 25, 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 AGREEMENT WITH GOVINVEST INC. FOR PROFESSIONAL SOFTWARE MANAGEMENT SERVICES FOR UPGRADING THE CITY'S LABOR COSTING MODULE, PENSION MODULE, OPEB MODULE, AND GASB REPORTING SERVICES ($170,292.21), AND TO ISSUE A PURCHASE ORDER ($56,764.07) FOR THE FIRST YEAR OF SERVICES.**

SUMMARY

Staff is requesting that the City Council consider adopting a Resolution authorizing the City Manager to enter into a three (3) year professional services agreement ($170,292.21), along with authorization to extend the term of the agreement for two (2) additional years with GovInvest Inc. to provide software programming services to the City for upgrading the Labor Costing Module, Pension Module, OPEB (Other Post-Employment Benefits) Module, and GASB (Governmental Accounting Standards Board) Reporting services, and to issue a Purchase Order for the amount of Fifty-Six Thousand Seven Hundred Sixty-Four Dollars and Seven Cents ($56,764.07) for the first year of services.

BACKGROUND

The mission of GovInvest Inc. is to help governments solve their unfunded pension, OPEB, and liability problems, through unique software and simple, understandable actuarial reports. They provide value by facilitating easy communication of complex information to decision makers and stakeholders, allowing them to understand and analyze their liabilities, and providing clear solutions. The available solution suite consists of actuarial software, actuarial valuations, and benefit consulting.

The software solution provides visuals and analysis of the valuation reports that contain hundreds of convoluted assumptions and mathematical equations. The GovInvest Inc. platform also enables real-time sensitivity analysis to evaluate impacts of employee raises, medical and dental payout benefit modifications and more.

In 2019, pursuant to Resolution 25,076, the City Council authorized the City Manager to enter into a five (5) year service agreement from July 2019 through June 2024 with GovInvest Inc. to provide software services that the City uses to determine labor cost. At the time of the agreement, GovInvest Inc., through a software programming subsidiary, Ad Astra, agreed to provide the City with programming and licensing services. In 2021, Ad Astra and GovInvest

Inc. merged, in which GovInvest Inc. became the proprietor of Ad Astra and now governs the operations and usage of the software.

According to the agreement, the City of Compton shall also receive the added benefit of access to labor negotiation specialists to consult with during negotiations for assistance in specialized cost analysis.

The City has also received Actuarial Reports from GovInvest Inc. as well.

As of June 2024, this agreement will be expired.

STATEMENT OF ISSUE

In March 2024, staff issued a Request for Proposal (RFP) for Labor Costing Platform Services with Optional Actuarial Reporting. The City received no responses to the RFP. Considering the satisfactory performance GovInvest Inc. has provided the City, staff contacted GovInvest Inc. for a new contract agreement to be effective after June 2024, as the prior agreement expires on June 30, 2024.

GovInvest Inc. has been instrumental in enhancing the City of Compton's financial and operational capabilities through a variety of tailored services and software solutions. Some of their key comprehensive services have included the following:

- Conducted an educational workshop for the Council on the status of Pension and OPEB (Other Post-Employment Benefits) funding, outlining strategies to mitigate costs effectively.
- Provided general treasury consulting aimed at enhancing near-term operating portfolio revenue, supporting the City's financial stability.
- For Pension and Retiree health plan costs, GovInvest Inc. offered a range of redesigned plan options and benefit prefunding strategies. These are designed to leverage investment earnings to substantially lower retirement costs over the long term without necessitating changes to existing plan benefits.
- GovInvest Inc. has provided crucial compliance support to the City of Compton through the delivery of GASB 68 and GASB 75 reports. These reports are essential for adhering to government accounting standards, specifically relating to pensions (GASB 68) and other post-employment benefits (OPEB) under GASB 75. The reports provide a clear, actuarially calculated perspective on the City's pension and OPEB liabilities, which is vital for accurate financial disclosure, planning, and transparency.
- GovInvest Inc.'s labor and benefit design cost modeling tools have been crucial in supporting City staff during negotiation processes. It provided robust data-driven insight that helped in making informed decisions. Their platform enabled detailed modeling and scenario analysis for budgeting and Union negotiations, effectively aligning the City’s financial management strategies with its long-term goals.

GovInvest Inc. has provided expertise on labor costing systems and functionality that is

uniquely customized for the City. The City relies on the services of GovInvest to continue with upgrading the modules and creating efficiencies in labor costing, which is needed for developing forecasting models that will assist in labor negotiations and budget matters. The project for enhancing and upgrading the City of Compton's Labor Costing Module represents a vital move towards efficient and streamlined labor cost management. It aims to create a unified citywide build, enhancing capabilities for complex analysis across various bargaining units and providing critical insights for negotiations with multiple unions.

For GovInvest Inc. to continue providing their services, the cost to the City for a three (3) year term will be One Hundred Seventy Thousand Two Hundred Ninety-Two Dollars and Twenty-One Cents ($170,292.21), and Fifty-Six Thousand Seven Hundred Sixty-Four Dollars and Seven Cents ($56,764.07) annual fixed cost for the comprehensive services of upgrading the Labor Costing Module, Pension Module, OPEB Module, and Managed Services, upon the commencement of the agreement by June 30, 2024. If the commencement of the agreement occurs after June 30, 2024, a CPI (Consumer Price Index) of 3% will be applied.

The yearly prices by June 30, 2024 commencement of the agreement are as follows:

Year 1- $56,764.07
Year 2- $56,764.07
Year 3- $56,764.07
Year 4- $56,764.07 (Optional)
Year 5- $56,764.07 (Optional)

Total (Yrs. 1-3) – $170,292.21
Total (Including Optional Yrs.) – $283,820.35

The yearly prices after June 30, 2024 are as follows (CPI of 3% applied for years 2-5):

Year 1- $56,764.07
Year 2- $58,467.00
Year 3- $60,221.01
Year 4- $62,027.64 (Optional)
Year 5- $63,888.46 (Optional)

Total (Yrs. 1-3) – $175,452.08
Total (Including Optional Yrs.) – $301,368.18

**Please see Exhibit A for cost breakdown*
Staff is requesting authorization be given to enter into a multi-year agreement with GovInvest Inc. for upgrading the Labor Costing Module, Pension Module, OPEB Module, and GASB Reporting Services, and to open a Purchase Order in the amount of Fifty-Six Thousand Seven Hundred Sixty-Four Dollars and Seven Cents ($56,764.07) for the first year of services provided by GovInvest Inc.

FISCAL IMPACT

Funding for GovInvest Inc.'s comprehensive services is currently budgeted in the Fiscal Year 2023-2024 budget in account 1001-650-000-4222 (General Fund-Computer Software) in the City Controller's Office. Therefore, staff is requesting authorization to open a Purchase Order to pay for module upgrading services and reporting provided by GovInvest Inc. in the amount of Fifty-Six Thousand Seven Hundred Sixty-Four Dollars and Seven Cents ($56,764.07) for the first year of services.

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

ALTERNATIVE

As of June 30, 2024, the contract for software services provided by GovInvest Inc. will be expired. GovInvest Inc.'s software is important for the City's Labor Costing, Pension, and OPEB Actuarial Service and Calculation operations. These City operations may be affected without GovInvest Inc's services and delays in deliverables for financial reporting could occur.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution to authorize the City Manager to enter into a multi-year agreement with GovInvest Inc. for upgrading the Labor Costing Module, Pension Module, OPEB Module, and GASB Reporting Services, and to open a Purchase Order for GovInvest Inc.

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 AGREEMENT WITH GOVINVEST INC. FOR PROFESSIONAL SOFTWARE MANAGEMENT SERVICES FOR UPGRADING THE CITY'S LABOR COSTING MODULE, PENSION MODULE, OPEB MODULE, AND GASB REPORTING SERVICES ($170,292.21), AND TO ISSUE A PURCHASE ORDER ($56,764.07) FOR THE FIRST YEAR OF SERVICES.

WHEREAS, in 2019, pursuant to Resolution 25,076, the City Council authorized the City Manager to enter into a five (5) year service agreement from July 2019 through June 2024 with GovInvest to provide software services that the City uses to determine labor cost; and

WHEREAS, at the time of the agreement, GovInvest, through a software programming subsidiary, Ad Astra, agreed to provide the City with programming and licensing services; and

WHEREAS, in 2021, Ad Astra and GovInvest merged, in which GovInvest became the proprietor of Ad Astra and now governs the operations and usage of the software; and

WHEREAS, by using Govinvest Inc., the City of Compton also received the added benefit of access to labor negotiation specialists to consult on usage of the product during negotiations for assistance in specialized cost analysis; and

WHEREAS, as of June 2024, the agreement, which was approved with Resolution #25,076, will be exhausted; and

WHEREAS, in March 2024, staff issued a Request for Proposal (RFP) for Labor Costing Platform Services with Optional Actuarial Reporting. The City received no responses to the RFP; and

WHEREAS, considering the satisfactory performance GovInvest Inc. has provided the City, staff contacted GovInvest Inc. for a new contract agreement after June 2024; and

WHEREAS, GovInvest Inc. has provided expertise on labor costing systems and functionality that is uniquely customized for the City. The City relies on the services of GovInvest to continue with upgrading the modules and creating efficiencies in labor costing, which is needed for developing forecasting models that will assist in labor negotiations and budget matters; and

WHEREAS, for GovInvest Inc. to continue providing their services, the cost to the City for a three (3) year term will be One Hundred Seventy Thousand Two Hundred Ninety-Two Dollars and Twenty-One Cents ($170,292.21), and Fifty-Six Thousand Seven Hundred Sixty-Four Dollars and Seven Cents ($56,764.07) annual fixed cost for the comprehensive services of upgrading the Labor Costing Module, Pension Module, OPEB Module, and Managed Services, upon the commencement of the agreement by June 30, 2024. If the commencement of the agreement occurs after June 30, 2024, a CPI (Consumer Price Index) of 3% will be applied.

The quoted yearly prices if commencement of the agreement by June 30, 2024 are as follows:

Year 1- $56,764.07
Year 2- $56,764.07
Year 3- $56,764.07
Year 4- $56,764.07 (Optional)
Year 5- $56,764.07 (Optional)

Total (Yrs. 1-3) – $170,292.21
Total (Including Optional Yrs.) – $283,820.35

The yearly prices are as follows (CPI of 3% applied for years 2-5):

Year 1- $56,764.07
Year 2- $58,467.00
Year 3- $60,221.01
Year 4- $62,027.64 (Optional)
Year 5- $63,888.46 (Optional)

WHEREAS, funding for GovInvest Inc.'s comprehensive services is currently budgeted in the Fiscal Year 2023-2024 budget in account 1001-650-000-4222 (General Fund-Computer Software) in the City Controller's Office. Therefore, staff is requesting authorization to open a Purchase Order to pay for module upgrading services and reporting provided by GovInvest Inc. in the amount of Fifty-Six Thousand Seven Hundred Sixty-Four Dollars and Seven Cents ($56,764.07) for the first year of services; and

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

WHEREAS, alternatively, as of June 30, 2024, the contract for software services provided by GovInvest Inc. will be expired. GovInvest Inc.'s software is important for the City's Labor Costing, Pension, and OPEB Actuarial Service and Calculation operations. These City operations, including the possibility of experiencing delays in financial reporting of these transactions, may be affected without GovInvest Inc.'s services and delays in deliverables for financial reporting could occur; and

WHEREAS, staff recommends that the City Council adopt the attached Resolution to authorize the City Manager to enter into a multi-year agreement with GovInvest Inc. for upgrading the Labor Costing Module, Pension Module, OPEB Module, and GASB Reporting Services, and to open a Purchase Order for GovInvest Inc.

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 agreement with GovInvest Inc. for upgrading the Labor Costing Module, Pension Module, OPEB Module, and GASB Reporting Services for the City in an amount not-to-exceed One Hundred Seventy Thousand Two Hundred Ninety-Two Dollars and Twenty-One Cents ($170,292.21).

SECTION 2. That a Purchase Order shall be issued to GovInvest from Account Number 1001-650-000-4222 (General Fund-Computer Software) in the Controller's Department in the amount of Fifty-Six Thousand Seven Hundred Sixty-Four Dollars and Seven Cents ($56,764.07) for the first year of services.

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

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

ADOPTED this _____ day of _____, 2024.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CLERK OF THE CITY OF COMPTON

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

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

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

EXHIBIT A

The annual cost for the agreement will be the following if the agreement is commenced by June 30, 2024:

Product	Annual Cost	SUB-TOTAL (YRS. 1-3)	Yr. 4 Opt Sub-Total (Years 1-4)	Yr. 5 Opt Sub-Total (Years 1-5)
Labor Costing Module	$16,192.86	$48,578.58	$64,771.44	$80,964.30
Pension Module & Annual GASB 68 Footnote Disclosure	$13,007.00	$39,021.00	$52,028.00	$65,035.00
OPEB Module & Annual GASB 75 Valuation with Footnote	$20,564.21	$61,564.21	$82,256.84	$102,821.05
Annual Pension, OPEB and Treasury Managed Services	$7,000.00	$21,000.00	$28,000.00	$35,000.00
Total	**$56,764.07**	**$170,292.21**	**$199,056.28**	**$283,820.35**

The annual cost for the agreement will be the following if the agreement is commenced after June 30, 2024:

Product	Year 1	Year 2	Year 3	Sub-Total (Yrs.1-3)	Year 4 (Opt)	Year 5 (Opt)	Total (Yrs.1-5)
Labor Costing Module	**$16,192.86**	**$16,678.65**	**$17,179.01**	**$50,050.52**	**$17,694.38**	**$18,225.21**	**$85,970.11**
Pension Module & Annual GASB 68 Footnote Disclosure	**$13,007.00**	**$13,397.21**	**$13,799.13**	**$40,203.34**	**$14,213.10**	**$14,639.49**	**$69,055.93**
OPEB Module & Annual GASB 75 Valuation with Footnote	**$20,564.21**	**$21,181.14**	**$21,816.57**	**$63,561.92**	**$22,471.07**	**$23,145.20**	**$109,178.19**
Annual Pension, OPEB and Treasury Managed Services	**$7,000.00**	**$7,210.00**	**$7,426.30**	**$21,636.30**	**$7,649.09**	**$7,878.56**	**$37,163.95**
Total	**$56,764.07**	**$58,467.00**	**$60,221.01**	**$175,452.08**	**$62,027.64**	**$63,888.46**	**$301,368.18**

Note: If the agreement is commenced after June 30, 2024, GovInvest's services will approximately cost an additional $5,160 for Years 1-3, $10,423 for the optional 4th year, and $17,548 for the optional 5th year.



May 27, 2021

VIA EMAIL CORRESPONDENCE

City of Compton
205 S Willowbrook Ave
Compton, CA 90220

Re: Notification of and Consent to the Merger of AdastraGov Inc. with and into GovInvest Inc.

Dear Sir or Madam:

As our valued partner, you may know AdastraGov Inc. ("**AdastraGov**") is currently a wholly-owned subsidiary of GovInvest, Inc. ("**GovInvest**"). GovInvest and AdastraGov now purpose to reorganize into one company by merging AdastraGov with and into GovInvest, with GovInvest as the surviving corporation (the "**Merger**"). In connection with the Merger, and specifically pursuant to the SERVICE AGREEMENT, dated June 25th, 2019 (the "**Contract**") between you and AdastraGov, AdastraGov is notifying you of the Merger.

To the extent that any assignment or transfer of the Contract to GovInvest that may occur as a result of the Merger (the "**Transfer**") requires your consent or gives rise to a right of termination, AdastraGov hereby respectfully requests such consent and waiver of any such termination right. Accordingly, by your signature below, you acknowledge that AdastraGov has notified you of the proposed Merger, and that you consent to the Transfer, waive any associated right of termination, and acknowledge the continued survival of the Contract without further modification with GovInvest as the counterparty following the closing of the Merger.

AdastraGov respectfully requests that you return a countersigned copy of this letter to Analyst, Derek Lee of AdastraGov, via PDF/email at derek@govinvest.com no later than **June 30, 2021**, and in any event, keep the matters described herein confidential.

If you have any questions, please feel free to call or e-mail Manager, Ron Broere of AdastraGov, at (310) 371-7106 or ron@govinvest.com.

[***remainder of page intentionally left blank; signature page follows***]

ADASTRAGOV INC.

By: _____

Name: Ted Norman Price, III
Title: Chief Executive Officer

The undersigned acknowledges and consents to the matters described herein.

Date: 8-13, 2021

By: _____
Name: Sharon Rahbar
Title City Controller

BID OPENING CHECK LIST:

DATE OF THE RFP OPENING: **March 20th, 2024**

SUBMISSION DUE DATE: **April 4th, 2024 @ 4pm**

PROJECT: **2024 - City Controller - Labor Costing Platform Services**

PROJECT MANAGER/CONTACT PERSON: Jocelyn Logan

COMPANY	RFP BOND INCLUDED	RFP PRICE	DATE / TIME RECEIVED

NO BIDS RECEIVED

RESOLUTION NO. 25,076

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A FIVE (5) YEAR SOFTWARE LICENSING SERVICES AGREEMENT AND ISSUE A PURCHASE ORDER TO GOVINVEST FOR POST-RETIREMENT HEALTHCARE BENEFIT ACTURIAL REPORTS AND PROPRIETARY SOFTWARE FOR THE PENSION AND HEALTHCARE PLAN FOR THE CITY ($56,950.00)

WHEREAS, pensions are common among public employees, including all City of Compton employees. In many cases, the employee, employer and government make regular contributions to a pension, which is paid out in monthly increments upon the employees' retirement; and

WHEREAS, pension payouts have become a significant challenge for governments to manage; and

WHEREAS, GovInvest is a company that created software to address how difficult it is to navigate the actuarial reports that are used to predict how much money should be set aside annually for retiree benefit payouts; and

WHEREAS, GovInvest's mission is to help governments solve their unfunded pension, OPEB, and debt problems, through unique software and simple, understandable actuarial reports. They provide value by facilitating easy communication of complex information to decision – makers and stakeholders, allowing them to understand and analyze their liabilities, and providing clear solutions. The available solution suite consists of actuarial software, actuarial valuations, and benefit consulting; and

WHEREAS, the software solution provides visuals and digestible analysis of the valuation reports that contain hundreds of convoluted assumptions and mathematical equations. This platform will help the City of Compton properly and most accurately budget pension cost for current and retired employees; and

WHEREAS, GovInvest is a proprietary software with onboard and annual licensing fees. Their fees include onboard fees and annual licensing fees. The fees are as follows:

- Pension:
  - $10,000 Onboarding (One-time)
  - $12,250 annual licensing fee (with 3% CPI inflator).
    TOTAL: $75,036.91 TCV (with Standard Onboarding).
- OPEB:
  - $10,000 Onboarding (One-time)
  - $10,000 annual licensing fee (with 3% CPI inflator).
    TOTAL: $63,091.36 TCV (with Standard Onboarding).
- GASB 68 report: $2,200 per report
- GASB 75 report: $12,500 per report; $6,000 per roll-forward report

WHEREAS, GovInvest is a sole source provider. No other vendor develops and distributes similar software applications which have the same functionality as GovInvest; and

WHEREAS, staff has researched to find additional companies that offer equivalent services. None were found that offer the same services that are specifically geared toward the complexities of municipalities, including the unfunded pension costs and post- retirement health benefits. GovInvest, Inc. currently is contracted with the State of California and other municipalities and is experienced with addressing unique concerns of local government; and

WHEREAS, based on this information, along with GovInvest Inc.'s certification that they are a sole source provider, staff is recommending utilizing their software services for the City's unfunded pension liability and post-retirement healthcare benefit forecasting; and

WHEREAS, the total cost for the five (5) year Software Licensing Services Agreement, including, Onboarding, annual software licensing fees and Government Accounting Standards Board (GASB) 68 & 75 reports is $202,003.89. Reports may not be needed annually and as such will only be purchased when necessitated and required by audit requirements; and

WHEREAS, funds in the amount of $42,250.00 are available for this expenditure in the Fiscal Year 2019-2020 budget of the City Controller's Department in Account No. 1001-650-000-4222 and funds in the amount of $14,700.00 in the Retirement Fund 2100-650-000-4222; and

WHEREAS, funds for Fiscal Years 2020-21 through 2023-24 will be appropriated during the budgeting process for those respective years. The Pension and OPEB software fees will be charged to General Fund account number 1001-650-000-4222. The fees for the GASB 68 and GASB 75 reports will be charged to the Retirement Fund account number 2100-650-000-4222.

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

Section 1. That the proposal/bid of GovInvest Inc. is hereby accepted.

Section 2. That the City Manager, on the advice and approval of the City Attorney, is hereby authorizing City Manager to enter into a Software Licensing Service Agreement between the City of Compton and GovInvest, Inc. for post-retirement healthcare benefit actuarial reports and pension proprietary software for the City's pension and healthcare plan for the City.

Section 3. That funds in the amount of $42,250.00 are available in the 2019-2020 Fiscal Year budget of the City Controller Department in Account No. 1001-650-000-4222 for the payment of onboarding fees associated with the implementation of the GovInvest software.

Section 4. That funds in the amount of $14,700 are available in the 2019-2020 Fiscal Year Retirement Fund Account No. 2100-650-000-4222.

Section 5. That a purchase order in the amount of $56,950.00 is authorized to be issued to GovInvest, Inc.

Section 6. That the payment schedule for the proposed software is as follows:

	FY 19-20	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24
Pension	$10,000.00*	$12,250.00	$12,617.50	$12,996.03	$13,385.91	$13,787.48
OPEB	$10,000.00*	$10,000.00	$10,300.00	$10,609.00	$10,927.27	$11,255.09
GASB 68**		$12,500.00	$6,000.00	$13,261.25	$6,365.40	$14,068.86
GASB 75**		$2,200.00	$2,266.00	$2,333.98	$2,404.00	$2,476.12

*** Price reflected is per report*

That funds for Fiscal Years 2020-21 through 2023-24 will be appropriated during the budgeting process for those respective years. The Pension and OPEB software fees will be charged to General Fund account number 1001-650-000-4222. The fees for the GASB 68 and GASB 75 reports will be charged to the Retirement Fund account number 2100-650-000-4222.

Section 7. That a copy of this Resolution shall be filed in the offices of the City Clerk, City Attorney, City Manager, and City Controller.

Section 8. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this 23rd day of July, 2019.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on this 23rd day of July, 2019.

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

AYES: COUNCILMEMBERS- Chambers,Galvan,McCoy,Sharif,Brown
NOES: COUNCILMEMBERS- None
ABSTAIN: COUNCILMEMBERS- None
ABSENT: COUNCILMEMBERS- None

CITY CLERK OF THE CITY OF COMPTON

SaaS Licensing Agreement



Attention: Craig J. Cornwell, City Manager

Prepared by: Ted Price, CEO

August 5, 2019

Summary of Services and Implementation

Customer:

Craig J. Cornwell, City Manager
City of Compton

Services:

Service Capacity: Unlimited use of the Standard Pension Module and Other Post-Employment Benefits Module of the Total Liability Calculator; Bi-annual GASB 75 Actuarial Valuation; one roll-forward GASB 75 actuarial valuation (collectively, the "Service(s)") for Initial Term.

Service Fees: Fees are payable in advance, subject to the terms of Section 4 herein.

Regular Annual Pricing: Total Contract Value (TCV) Invoiced Annually.

Pension Module: $75,037 total contract value (including implementation) invoiced annually as a licensing fee in the amount of $12,250 (with a 3% CPI inflator).
OPEB Module: $63,091 total contract value (including implementation) invoiced annually as a licensing fee in the amount of $10,000 (with a 3% CPI inflator).

Annual Valuation Pricing

Three (3) Bi-annual GASB 75 actuarial valuation: **$12,500 per report*** plus 3% annual CPI inflator.
Two (2) roll-forward GASB 75 actuarial valuation: **$6,000 per report*** plus 3% annual CPI inflator.
Five (5) annual GASB 68 reports: **$2,200 per report** plus 3% annual CPI inflator.

Initial Term: June 25, 2019 through June 30, 2024.

Implementation Services:

Company will use commercially reasonable efforts to provide Customer the services described in accordance with the terms herein, and Customer shall pay Company the Implementation Fee in accordance with the terms herein.

Pension Implementation Fee (One-Time): **$10,000**.
OPEB Implementation Fee (One-Time): **$10,000**.*

**Fee may differ after review of the OPEB actuarial information, or if plan information is missing or inaccurate. GovInvest may charge hourly rates in excess of stated fee to help City with gathering necessary data and formatting.*

SERVICE AGREEMENT

This SaaS Services Agreement ("Agreement") is entered into on this ___ day of _____, 2019 (the "Effective Date") between GovInvest, Inc. ("Company"), and the Customer listed above ("Customer"). This Agreement includes and incorporates the above Summary of Services and Implementation, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different or additional terms of any purchase order, confirmation or similar form, even if signed by the parties before or after the date hereof.

TERMS AND CONDITIONS

1. SAAS SERVICES AND SUPPORT

1.1 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services in accordance with the Service Level Terms attached hereto as Exhibit A. As part of the registration process, Customer will identify an administrative user name and password for Customer's account. Company reserves the right to refuse registration or cancel passwords it deems inappropriate.

1.2 Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with the terms set forth in Exhibit B.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, directly or indirectly; reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to or used to provide the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted in writing by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.

2.2 Further, Customer shall not export or re-export, either directly or indirectly, the Software or any copies thereof in such manner as to violate the export laws and regulations of the United States or any other applicable jurisdiction in effect from time to time (including, without limitation, when such export or re-export requires an export license or other governmental approval without first obtaining such license or approval). Without limiting the foregoing, Customer shall not permit any third parties to access or use the Services in violation of any United States export embargo, prohibition, or restriction.

2.3 Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorney's fees) in connection with any claim or action that arises from Customer's failure to comply with the terms of this Agreement or otherwise from Customer's use of Services. Although Company has no obligation to monitor Customer's use of the Services, Company may do so. Company reserves the right, in its sole discretion, to prohibit or suspend Customer's use of the Services at any time Company believes such use to be in violation of this Agreement or otherwise harmful to the Service.

2.4 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and

user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

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

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 One party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data ("Customer Data") provided by Customer to Company to enable the provision of the Services. The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third party any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, without any action by, or involvement of, the Receiving Party or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law. The Receiving Party acknowledges that in the event of a breach of Section 3.1 by the Receiving Party, substantial injury could result to the Disclosing Party and money damages will not be a sufficient remedy for such breach. Therefore, in the event that the Receiving Party engages in, or threatens to engage in, any act which violates Section 3.1, the Disclosing Party will be entitled, in addition to all other remedies which may be available to it under law, to seek injunctive relief (including, without limitation, temporary restraining orders, or preliminary or permanent injunctions) and specific enforcement of the terms of Section 3.1. The Disclosing Party will not be required to post a bond or other security in connection with the granting of any such relief.

3.2 Company shall own and retain all rights, title and interest in and to: (i) the Services and Software, together with all improvements, enhancements, modifications, changes, translations, compilation, and derivative works thereto, (ii) any software, applications, inventions or other technology developed in connection with Implementation Services or support, (iii) any analytics generated through Customer's use of the Services, including but not limited to, any data, materials, information, and reports ("Analytics") and (iv) all intellectual property rights related to any of the foregoing. Company hereby grants Customer a non-exclusive, non-transferable and non-sublicensable license to access and use the Analytics.

3.3 Notwithstanding anything to the contrary, Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to: (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, (ii) disclose such data solely in aggregate or other de-identified

form in connection with its business, and (iii) disclose, share, license, or resell Analytics to third parties for consideration. No rights or licenses are granted except as expressly set forth herein.

4. PAYMENT OF FEES

4.1 Customer will pay Company the then applicable fees described in the Summary of Services and Implementation in accordance with the terms therein (the "Fees"). If Customer's use of the Services exceeds the Service Capacity set forth in the Summary of Services and Implementation or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Term. If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

4.2 Company may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income.

4.3 Services may be provided outside the scope encompassed within the "Summary of Services and Implementation". Said services may be subject to additional fees, which are set at $600/hour for executive-level work, $425/hour for FSA-level work, $300/hour for ASA-level work, $200/hour for analyst work, and reasonable travel expenses. Said services that are subject to additional fees will not be performed without explicit advance consent from Customer.

4.4 Company may incur business license fees that are mandated by Customer.

4.5 Company may incur costs for adding Customer as additional insured to Company's existing insurance policies in order to comply with Customer's insurance requirements.

4.6 Company may incur costs for providing a waiver of subrogation in relation to Company's existing insurance policies in order to comply with Customer's insurance requirements.

4.7 The total cost for the five (5) year Software Licensing Services Agreement, including, Implementation, Reports, and annual software licensing fees is $202,374.84. The breakdown of the fees are as follows:

- Pension Module:
  - $10,000 Implementation (One-time)
  - $12,250 annual licensing fee (with 3% CPI inflator)

  TOTAL: $75,037 TCV (with Implementation)

- OPEB Module:
  - $10,000 Implementation (One-time)
  - $10,000 annual licensing fee (with 3% CPI inflator)

  TOTAL: $63,091 TCV (with Implementation)

- Reporting Fees:
  - GASB 75 Report: $12,500 each (3 reports, bi-annually starting 2019, with 3% CPI inflator)

- GASB 75 Roll-Forward Report: $6,000 each (2 reports, bi-annually starting 2020, with 3% CPI inflator)
- CalPERS GASB 68 Report: $2,200 per report, annually (with 3% CPI inflator)

TOTAL: $64,247 Reporting Fees

Payment schedule for the five (5) year plan for the unlimited use of the Labor Costing Module software is as follows:

	FY 18-19*	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24
Pension Module	$10,000	$12,250	$12,617.50	$12,996.03	$13,385.91	$13,787.48
OPEB Module	$10,000	$10,000	$10,300.00	$10,609.00	$10,927.27	$11,255.09
Reports		$14,700	$8,266	$15,595	$8,769	$16,544.98

*Implementation Fees

5. TERM AND TERMINATION

5.1 Subject to earlier termination as provided below, the Initial Term of this Agreement shall be for a period specified in the Summary of Services and Implementation (the "Initial Term"). The term of this Agreement shall be for a period of approximately five (5) years commencing on June 25, 2019 and shall expire on June 30, 2024. This agreement shall automatically terminate upon its expiration, unless terminated earlier by either party in according to the terms provided in Section 5.2 below.

5.2 In addition to any other remedies it may have, either party may terminate this Agreement upon thirty (30) days written notice of termination to the other party (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner as expressed in Exhibit C. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. However, Company does not warrant that the Services will be uninterrupted or error free; nor does it make any warranty as to the results that may be obtained from use of the Services.

7. INDEMNITY

Company shall hold Customer harmless from liability to third parties resulting from infringement by the Service of any United States patent or any copyright or misappropriation of any trade secret, provided Company is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Company will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of the

Service (i) not supplied by Company, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are modified after delivery by Company, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of the Service is not strictly in accordance with this Agreement. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by Company to be infringing, Company may, at its option and expense (a) replace or modify the Service to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the Service, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for the Service.

8. LIMITATION OF LIABILITY

8.1 FOR ANY VALUATION SERVICES PROVIDED HEREUNDER, COMPANY IS A PASSIVE CONDUIT THAT CONNECTS CUSTOMER WITH SUBCONTRACTERS WHO PERFORM THE SERVICES AND PROVIDE THE WORK PRODUCT HEREIN. ACCORDINGLY, UNDER NO CIRCUMSTANCES WILL COMPANY HAVE ANY LIABILITY FOR THE ACTIONS AND/OR INACTIONS OF THIRD PARTIES THAT PROVIDE THE VALUATIONS AND THE SOLE LIABILITY SHALL REST WITH SUCH THIRD PARTIES.IN NO EVENT SHALL COMPANY, BE LIABLE ON ANY THEORY OF LIABILITY, WHETHER IN AN EQUITABLE, LEGAL, OR COMMON LAW ACTION ARISING HEREUNDER FOR CONTRACT, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, FOR DAMAGES WHICH, IN THE AGGREGATE, EXCEED THE AMOUNT OF CHARGES PAID BY CUSTOMER FOR THE SERVICES AND/OR DELIVERABLES WHICH GAVE RISE TO SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. IN ADDITION, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND AND HOWEVER CAUSED, INCLUDING BUT NOT LIMITED TO BUSINESS INTERRUPTION OR LOSS OF PROFITS, BUSINESS OPPORTUNITIES, OR GOOD WILL EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGE, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

9. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent. Company may not transfer or assign any of its rights and obligations under this Agreement without Customer's prior written consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and all waivers and modifications in this Agreement must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when

received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions.

EXHIBIT A
Service Level Terms

The Services shall be available 99% of the time, measured monthly, excluding holidays and weekends and scheduled maintenance. If Customer requests maintenance during these hours, any uptime or downtime calculation will exclude periods affected by such maintenance. Further, any downtime resulting from outages of third party connections or utilities or other reasons beyond Company's control will also be excluded from any such calculation. Customer's sole and exclusive remedy, and Company's entire liability, in connection with Service availability shall be that for each period of downtime lasting longer than 12 hours, Company will credit Customer 1% of Service Fees for each period of 30 or more consecutive minutes of downtime; provided that no more than one such credit will accrue per day. Downtime shall begin to accrue as soon as Customer (with notice to Company) recognizes that downtime is taking place, and continues until the availability of the Services is restored. In order to receive downtime credit, Customer must notify Company in writing within 12 hours from the time of downtime, and failure to provide such notice will forfeit the right to receive downtime credit. Such credits may not be redeemed for cash and shall not be cumulative beyond a total of credits for one (1) week of Service Fees in any one (1) calendar month in any event. Company will only apply a credit to the month in which the incident occurred. Company's blocking of data communications or other Service in accordance with its policies shall not be deemed to be a failure of Company to provide adequate service levels under this Agreement.

EXHIBIT B
Support Terms

Company will provide Technical Support to Customer via both telephone and electronic mail on weekdays during the hours of 9:00 a.m. through 5:00 p.m. Pacific Standard Time, with the exclusion of Federal Holidays ("Support Hours").

Customer may initiate a help desk ticket during Support Hours by calling 310-371-7106 or any time by emailing support@govinvest.com.

Company will use commercially reasonable efforts to respond to all help desk tickets within one (1) business day.

EXHIBIT C
Disclaimer of Software Analysis

Company will use census data, plan provisions, and actuarial assumptions provided by Customer and/or Customer's actuary to develop the software for Customer. Company will rely on this information without audit. Company does not set actuarial assumptions.

Company will provide software with financially sound projections and analysis, but does not guarantee compliance with actuarial standards for funding and accounting purposes under Government Accounting Standards Board or Generally Accepted Accounting Principles.

The software will not be prepared in accordance with the actuarial standards of practice or actuarial compliance guidelines as promulgated by the American Academy of Actuaries nor will outputs constitute a Statement of Actuarial Opinion. Software results are not suitable for financial reporting purposes.

While the software is tested against actuarial valuation results, the software results will not match, nor are intended to match actuarial valuation results.

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

GOVINVEST INC.

Dated: 8-5-19 By: _____
Ted Price, CEO

CITY OF COMPTON
Recommended for Approval

By: _____ Dated: 9/5/2019
Rafaela King, Controller

Approved by:

Dated: 9/12/19 By: _____
Craig J Cornwell, City Manager

Approved as to form:

By: _____ Dated: 9/10/19
for Damon M. Brown, City Attorney

ATTEST:

Dated: 9/12/2019 By: _____
Alita Godwin, City Clerk

CITY OF COMPTON INCORPORATED MAY A. D. 1888 CALI

THIS CERTIFICATE IS NON TRANSFERABLE
POST IN A CONSPICIOUS PLACE

CITY OF COMPTON BUSINESS LICENSE CERTIFICATE

BUSINESS LICENSE DIVISION ~ 205 N. WILLOWBROOK AVE, COMPTON, CA 90220 ~ (310) 605-5508

The below named license holder has paid a business license fee to engage in, carry on or conduct a business trade, calling, profession, exhibition or occupation coded below until this certificate expires. Granting of this license does not entitle the license holder to operate or maintain a business license in violation of any other law or ordinance. In addition this license is not transferable to any other party, and no refunds will be issued for the license once a certificate has been issued.

LICENSE NO:	BL19-001125	**EXPIRATION DATE:**	08/06/2020
BUSINESS:	GovInvest Inc.	**ISSUE DATE:**	08/06/2019
LOCATION:	3625 Del Amo Blvd	**OWNERSHIP TYPE:**	Corporation
OWNER NAME:	GovInvest Inc.	**CLASSIFICATION:**	
MAILING ADDRESS:	3625 DEL AMO BLVD TORRANCE, CA 90503	**DESCRIPTION:**	Software technology company for managing pension/ OPEB liabilities.
RESTRICTIONS:			

GovInvest Inc.
3625 DEL AMO BLVD
TORRANCE, CA 90503

RESOLUTION NO. 25,076

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A FIVE (5) YEAR SOFTWARE LICENSING SERVICES AGREEMENT AND ISSUE A PURCHASE ORDER TO GOVINVEST FOR POST-RETIREMENT HEALTHCARE BENEFIT ACTURIAL REPORTS AND PROPRIETARY SOFTWARE FOR THE PENSION AND HEALTHCARE PLAN FOR THE CITY ($56,950.00)

WHEREAS, pensions are common among public employees, including all City of Compton employees. In many cases, the employee, employer and government make regular contributions to a pension, which is paid out in monthly increments upon the employees' retirement; and

WHEREAS, pension payouts have become a significant challenge for governments to manage; and

WHEREAS, GovInvest is a company that created software to address how difficult it is to navigate the actuarial reports that are used to predict how much money should be set aside annually for retiree benefit payouts; and

WHEREAS, GovInvest's mission is to help governments solve their unfunded pension, OPEB, and debt problems, through unique software and simple, understandable actuarial reports. They provide value by facilitating easy communication of complex information to decision – makers and stakeholders, allowing them to understand and analyze their liabilities, and providing clear solutions. The available solution suite consists of actuarial software, actuarial valuations, and benefit consulting; and

WHEREAS, the software solution provides visuals and digestible analysis of the valuation reports that contain hundreds of convoluted assumptions and mathematical equations. This platform will help the City of Compton properly and most accurately budget pension cost for current and retired employees; and

WHEREAS, GovInvest is a proprietary software with onboard and annual licensing fees. Their fees include onboard fees and annual licensing fees. The fees are as follows:

- Pension:
  - $10,000 Onboarding (One-time)
  - $12,250 annual licensing fee (with 3% CPI inflator).
    TOTAL: $75,036.91 TCV (with Standard Onboarding).
- OPEB:
  - $10,000 Onboarding (One-time)
  - $10,000 annual licensing fee (with 3% CPI inflator).
    TOTAL: $63,091.36 TCV (with Standard Onboarding).
- GASB 68 report: $2,200 per report
- GASB 75 report: $12,500 per report; $6,000 per roll-forward report

WHEREAS, GovInvest is a sole source provider. No other vendor develops and distributes similar software applications which have the same functionality as GovInvest; and

WHEREAS, staff has researched to find additional companies that offer equivalent services. None were found that offer the same services that are specifically geared toward the complexities of municipalities, including the unfunded pension costs and post- retirement health benefits. GovInvest, Inc. currently is contracted with the State of California and other municipalities and is experienced with addressing unique concerns of local government; and

WHEREAS, based on this information, along with GovInvest Inc.'s certification that they are a sole source provider, staff is recommending utilizing their software services for the City's unfunded pension liability and post-retirement healthcare benefit forecasting; and

WHEREAS, the total cost for the five (5) year Software Licensing Services Agreement, including, Onboarding, annual software licensing fees and Government Accounting Standards Board (GASB) 68 & 75 reports is $202,003.89. Reports may not be needed annually and as such will only be purchased when necessitated and required by audit requirements; and

WHEREAS, funds in the amount of $42,250.00 are available for this expenditure in the Fiscal Year 2019-2020 budget of the City Controller's Department in Account No. 1001-650-000-4222 and funds in the amount of $14,700.00 in the Retirement Fund 2100-650-000-4222; and

WHEREAS, funds for Fiscal Years 2020-21 through 2023-24 will be appropriated during the budgeting process for those respective years. The Pension and OPEB software fees will be charged to General Fund account number 1001-650-000-4222. The fees for the GASB 68 and GASB 75 reports will be charged to the Retirement Fund account number 2100-650-000-4222.

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

Section 1. That the proposal/bid of GovInvest Inc. is hereby accepted.

Section 2. That the City Manager, on the advice and approval of the City Attorney, is hereby authorizing City Manager to enter into a Software Licensing Service Agreement between the City of Compton and GovInvest, Inc. for post-retirement healthcare benefit actuarial reports and pension proprietary software for the City's pension and healthcare plan for the City.

Section 3. That funds in the amount of $42,250.00 are available in the 2019-2020 Fiscal Year budget of the City Controller Department in Account No. 1001-650-000-4222 for the payment of onboarding fees associated with the implementation of the GovInvest software.

Section 4. That funds in the amount of $14,700 are available in the 2019-2020 Fiscal Year Retirement Fund Account No. 2100-650-000-4222.

Section 5. That a purchase order in the amount of $56,950.00 is authorized to be issued to GovInvest, Inc.

Section 6. That the payment schedule for the proposed software is as follows:

	FY 19-20	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24
Pension	$10,000.00*	$12,250.00	$12,617.50	$12,996.03	$13,385.91	$13,787.48
OPEB	$10,000.00*	$10,000.00	$10,300.00	$10,609.00	$10,927.27	$11,255.09
GASB 68**		$12,500.00	$6,000.00	$13,261.25	$6,365.40	$14,068.86
GASB 75**		$2,200.00	$2,266.00	$2,333.98	$2,404.00	$2,476.12

*** Price reflected is per report*

That funds for Fiscal Years 2020-21 through 2023-24 will be appropriated during the budgeting process for those respective years. The Pension and OPEB software fees will be charged to General Fund account number 1001-650-000-4222. The fees for the GASB 68 and GASB 75 reports will be charged to the Retirement Fund account number 2100-650-000-4222.

Section 7. That a copy of this Resolution shall be filed in the offices of the City Clerk, City Attorney, City Manager, and City Controller.

Section 8. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this 23rd day of July, 2019.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on this 23rd day of July, 2019.

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

AYES:	**COUNCILMEMBERS-**	Chambers,Galvan,McCoy,Sharif,Brown
NOES:	**COUNCILMEMBERS-**	None
ABSTAIN:	**COUNCILMEMBERS-**	None
ABSENT:	**COUNCILMEMBERS-**	None

CITY CLERK OF THE CITY OF COMPTON

City of Compton

GASB 75 Disclosures for Fiscal Year Ending June 30, 2022
Based on OPEB Valuation as of June 30, 2021

CONTACT
Nadine Pileggi, ASA, MAAA
nina@govinvest.com
(503) 799-4796

Version 1.0



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Actuarial Certification

Ms. Sharon Rahban
City of Compton
205 S Willowbrook Ave.
Compton, CA 90220

GovInvest has been engaged by City of Compton to complete an actuarial valuation of the City of Compton OPEB Plan as of June 30, 2021 which will be used as the basis of the financial accounting disclosure for fiscal year ending June, 30, 2022 in accordance with GASB Statement No. 75 (Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions).

The purpose of this report is to provide the City with the required information needed for financial statement disclosure purposes. The use of this report for any other purpose may not be appropriate. The content of this report may not be modified, reproduced, or provided to third parties, either in whole or in part, without our permission. GovInvest is not responsible for usage, inference, or misinterpretation of this report by third parties.

Results presented in this report are based on the census data, substantive plan provisions, and healthcare cost information provided by the City and/or their benefit consultants. All information provided has been reviewed for reasonableness and clarifications or corrections have been requested where appropriate. We have not audited the information at the source, and therefore, do not accept responsibility for the accuracy or completeness of the data on which the information is based. Assumptions made related to missing data have been identified in this report. We are satisfied that the information provided is suitable and sufficient for the purpose of the measurement.

The valuation results were prepared using leased actuarial modeling software that produces results consistent with the purpose of this valuation and meet applicable regulatory requirements. The vendor is responsible for the development, maintenance, and improvement of these models. The models include comprehensive technical documentations that outline how the calculations are performed along with sample life outputs that allow the users to confirm with high degree of accuracy how the programmed benefit is applied to an individual with the proposed decrements and other assumptions. The actuarial team loads the participant data, programs the benefit provisions and proposed assumptions into the model and review sample life outputs and results under the supervision of credentialed actuaries who are proficient users of the software. We are not aware of any material limitations in the model nor any material inconsistencies in the assumptions used within the model.

The discount rate, other economic, and demographic assumptions have been selected by the City with our recommendations and concurrence. We believe each assumption is reasonable based on its own merits and in combination represents reasonable expected experience of the Plan. All calculations have been completed in accordance with generally accepted actuarial principles and practices.

Future actuarial measurements may differ significantly from current measurements due to factors such as actual plan experience that differs from that anticipated by the economic and demographic assumptions as well as changes in future assumptions, substantive plan provisions, and/or applicable law. We have not analyzed the potential range of such differences due to the limited scope of our engagement. To our knowledge, there are no significant events prior to the current year's Measurement Date or as of the date of this report that may materially affect the results presented herein.

The undersigned meets the General Qualification Standards of the American Academy of Actuaries for the purpose of issuing Statement of Actuarial Opinion in the United States. Neither GovInvest nor any of its employees have any relationship with the Plan Sponsor that could impair or appear to impair the objectivity of this report.



Nadine Pileggi, ASA, MAAA
December 13, 2023

Section 1: Executive Summary

City of Compton (the "City") sponsors a single-employer defined benefit OPEB plan that provides medical and prescription drug coverage at retirement. Employees may continue health coverage with the City at retirement for themselves, their spouses, and dependents for life once they meet certain eligibility requirements and as long as required contributions are made.

The results presented in this report are based on the June 30, 2021 valuation with liabilities and assets measured as of June 30, 2021, for use in the City's accrual-based financial statement for the fiscal year ending June 30, 2022. The City has elected to use the GASB 75 "lookback" method where assets and liabilities are measured as of the prior fiscal year-end but applied to the current fiscal year. The June 30, 2021 valuation uses census data of (a) active employees who will be eligible to receive benefits in the future and (b) existing retirees who are currently receiving these benefits as of June 30, 2021, as well as healthcare cost information effective on January 1, 2021 provided by the Plan Sponsor and/or their healthcare consultant.

The actuarial valuation is based on substantive plan provisions outlined in Section 4. The valuation requires assumptions which are listed in Section 5. Results from the June 30, 2021 valuation may be rolled-forward for use in the Plan Sponsor's accrual-based financial statement disclosure for the fiscal year ending June 30, 2023 assuming that there are no material changes to the substantive plan provisions and/or the covered population.

The Plan Sponsor's next full valuation is as of June 30, 2023 with liabilities and assets measured as of June 30, 2023 for reporting in the Plan Sponsor's accrual-based financial statements for the fiscal year ending June 30, 2024.

Changes Since Prior Valuation

The City's Net OPEB Liability has decreased from $169,528,269 as of June 30, 2020 to $160,603,184 as of June 30, 2021, which is attributable to a combination of the following factors:

1. Favorable actual demographic experience and lower healthcare cost increase than expected that caused a liability decrease.
2. Assumption changes as outlined in Section 5 that produced a net liability increase.

Summary of Results

Presented below is the summary of results for the current fiscal year compared to the prior fiscal year.

Fiscal Years	2021/22	2020/21
Valuation Date (VD)	June 30, 2021	June 30, 2019
Measurement Date (MD)	June 30, 2021	June 30, 2020
Membership Data as of Valuation Date		
Inactive employees or beneficiaries currently receiving benefits	426	433
Inactive employees entitled to but not yet receiving benefits	0	0
Active employees	275	332
Total membership	701	765
Discount Rate at Measurement Date		
Municipal Bond Index Rate	1.92%	2.45%
Long-term Expected Asset Return	0.00%	0.00%
Year in which Fiduciary Net Position is projected to be depleted	N/A	N/A
Single Equivalent Discount Rate (SEDR)	1.92%	2.45%
Net OPEB Liability as of Measurement Date		
Total OPEB Liability (TOL)	$ 160,603,184	$ 169,528,269
Fiduciary Net Position (FNP)	(0)	(0)
Net OPEB Liability (NOL = TOL – FNP)	$ 160,603,184	$ 169,528,269
Funded Status (FNP / TOL)	0.0%	0.0%
OPEB Expense / (Income) by Fiscal Year	$ 12,101,973	$ 12,698,978
Balance of unamortized Deferred Inflows at MD	$ (27,502,438)	$ (1,543,726)
Balance of unamortized Deferred Outflows at MD[1]	$ 34,084,033	$ 18,757,843

[1] For FY 2020/21, this amount excludes employer contribution subsequent to the measurement date since the City's Annual Comprehensive Financial Report for FYE June 30, 2021 has not yet been released as of this writing and this information is also not available from the City of Compton GASB 75 OPEB Valuation Report measured as of June 30, 2020 for FYE June 30, 2021 disclosure prepared by Van Iwaarden Associates dated 12/8/2021.

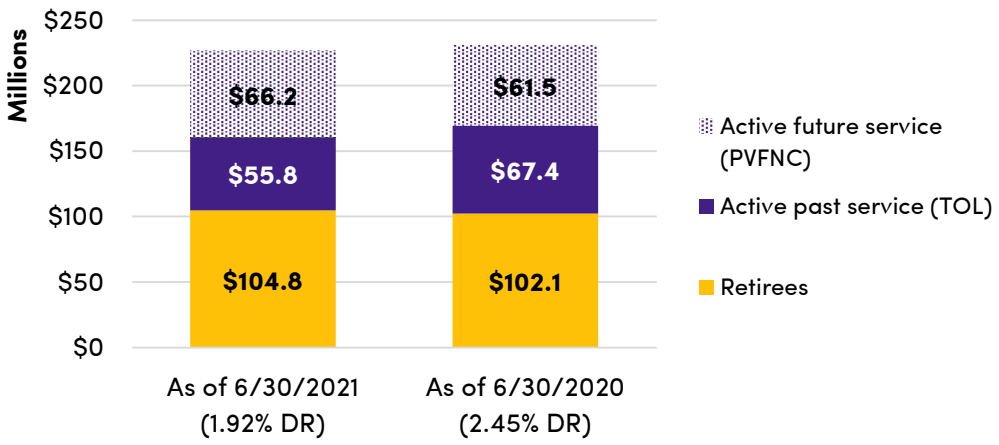
Below is a breakdown of the OPEB liability allocated to past and current service as of the Measurement Date compared to the prior Measurement Date. The liability below includes explicit subsidy (if any) and implicit subsidy. Refer to the Substantive Plan Provisions section for complete information on the City benefit provisions.

Present Value of Future Benefits (PVFB)	As of June 30, 2021	As of June 30, 2020[2]
Active employees	$ 122,020,645	$ 128,948,365
Retired employees	104,799,189	102,123,013
Total PVFB	**$ 226,819,834**	**$ 231,071,378**

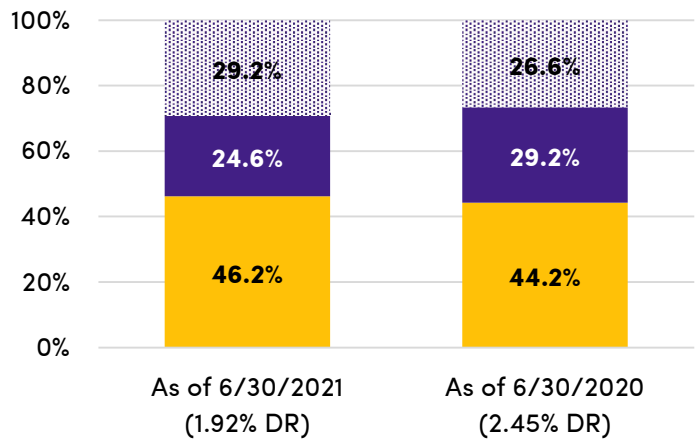
Total OPEB Liability (TOL)	As of June 30, 2021	As of June 30, 2020[2]
Active employees	$ 55,803,995	$ 67,405,256
Retired employees	104,799,189	102,123,013
Total TOL	**$ 160,603,184**	**$ 169,528,269**

	As of June 30, 2021	As of June 30, 2020
Discount Rate	1.92%	2.45%

OPEB Liability Breakdown ($)



OPEB Liability Breakdown (%)



[2] PVFB and TOL split between active and retired employees have been estimated based on the 6/30/2020 Total OPEB Liability shown in the City of Compton GASB 75 OPEB Valuation Report measured as of June 30, 2020 for FYE June 30, 2021 disclosure prepared by Van Iwaarden Associates dated 12/8/2021.

Section 2: Financial Disclosures

This section provides the necessary accounting disclosures for the City's financial reports as shown in the following tables:

Table 1: Plan Demographics
Table 2: Brief Summary of Assumptions
Table 3: OPEB Expense
Table 4: Net OPEB Liability Sensitivity (Discount Rate)
Table 5: Net OPEB Liability Sensitivity (Healthcare Trend Rates)
Table 6: Historical Deferred Inflows and Outflows
Table 7: Unamortized Balance of Deferred Inflows and Outflows
Table 8: Schedule of Future Amortization of Deferred Inflows and Outflows

Summary of Membership and Assumptions

The table below shows the number of employees covered by the benefit terms as of June 30, 2021.

Table 1 - Plan Demographics

Inactive employees or beneficiaries currently receiving benefits	426
Inactive employees entitled to but not yet receiving benefits	0
Active employees	275
Total membership	701

The Total OPEB Liability (TOL) as of June 30, 2021 was determined using the following actuarial assumptions, applied to all periods included in the measurement, unless otherwise specified. For a complete list of assumptions, refer to Section 5.

Table 2 - Brief Summary of Assumptions

Inflation	2.50%
Payroll growth	2.80% wage inflation plus seniority, merit, and promotion salary increases based on CalPERS Experience Study and Review of Actuarial Assumptions published in November 2021
Investment rate of return	N/A; OPEB plan is unfunded
Discount rate	1.92%
Healthcare trend rates	Based on 2021 Getzen model that reflects actual premium increases from 2021 to 2022[3] followed by 5.75% (non-Medicare) / 5.40% (Medicare) in 2022, decreasing gradually to an ultimate rate of 4.04%

[3] Actual premium increases from 2021 to 2022 used in the valuation are as follows: (a) Actives: 3.40% non-Medicare / -3.10% Medicare and (b) Retirees: 3.60% non-Medicare under 65 retirees / 2.30% Medicare ineligible retirees / -3.40% Medicare.

OPEB Expense

The table below shows a comparison of the OPEB Expense recognized by the City for the current and prior fiscal years.

Table 3 - OPEB Expense

Fiscal Years	2021/22	2020/21
SEDR as of beginning of year	2.45%	3.13%
SEDR as of end of year	1.92%	2.45%
Service Cost	$ 5,636,782	$ 4,575,441
Interest on TOL and Service Cost	4,226,872	4,744,124
Changes of benefit terms	0	0
Projected earnings on OPEB Plan investments	0	0
OPEB Plan administrative expenses net of all revenues	0	0
Current period recognition of Deferred Inflows / Outflows of Resources		
Difference between expected and actual experience in the TOL	$ (8,414,357)	$ 683,231
Changes of assumptions or other inputs	10,652,676	2,696,182
Net difference between the projected and actual earnings on OPEB Plan investments	0	0
Other	0	0
Total current period recognition	$ 2,238,319	$ 3,379,413
OPEB Expense	$ 12,101,973	$ 12,698,978

Schedule of Changes in Net OPEB Liability

Fiscal Year Ending June 30	2022	2021	2020	2019	2018
Measurement Period Ending June 30	**2021**	**2020**	**2019**	**2018**	**2017**
Total OPEB Liability (TOL)					
Service Cost	$ 5,636,782	$ 4,575,441	$ 3,785,637	$ 3,731,074	$ 4,163,800
Interest on TOL and Service Cost	4,226,872	4,744,124	4,858,489	4,730,536	4,156,698
Changes of benefit terms	0	0	0	0	0
Difference between expected & actual experience	(36,390,352)	(135,090)	2,970,500	0	0
Changes of assumptions or other inputs	22,913,092	15,907,862	9,929,633	(2,374,728)	(12,626,584)
Benefit payments	(5,311,479)[4]	(5,116,139)	(4,837,893)	(4,780,662)	(4,686,600)
Net change in TOL	**$ (8,925,085)**	**$ 19,976,198**	**$ 16,706,366**	**$ 1,306,220**	**$ (8,992,686)**
TOL – beginning	**$ 169,528,269**	**$ 149,552,071**	**$ 132,845,705**	**$ 131,539,485**	**$ 140,532,171**
TOL – ending	**$ 160,603,184**	**$ 169,528,269**	**$ 149,552,071**	**$ 132,845,705**	**$ 131,539,485**
Plan Fiduciary Net Position (FNP)					
Contributions – employer	$ 5,311,479	$ 5,116,139	$ 4,837,893	$ 4,780,662	$ 4,686,600
Contributions – employees	0	0	0	0	0
Benefit payments	(5,311,479)	(5,116,139)	(4,837,893)	(4,780,662)	(4,686,600)
Net investment income	0	0	0	0	0
Trust administrative expenses	0	0	0	0	0
Net change in Plan FNP	**$ 0**	**$ 0**	**$ 0**	**$ 0**	**$ 0**
FNP – beginning	**$ 0**	**$ 0**	**$ 0**	**$ 0**	**$ 0**
FNP – ending	**$ 0**	**$ 0**	**$ 0**	**$ 0**	**$ 0**
Net OPEB Liability – ending	**$ 160,603,184**	**$ 169,528,269**	**$ 149,552,071**	**$ 132,845,705**	**$ 131,539,485**
FNP as % of TOL	0.0%	0.0%	0.0%	0.0%	0.0%
Covered payroll – measurement period	$ 19,259,800	$ 27,932,602	$ 24,225,987	$ 21,348,829	$ 21,284,889
NOL as % of covered payroll	833.9%	606.9%	617.3%	622.3%	618.0%

[4] Based on explicit benefit payment of $3,942,226 and estimated implicit subsidy payment of $1,369,253.

GovInvest The Financial Forecasting Authority

Net OPEB Liability Sensitivity

The following presents the Net OPEB Liability of the City, as well as what the City's Net OPEB Liability would be if it were calculated using a discount rate that is 1-percentage-point lower or 1-percentage-point higher than the current discount rate as of June 30, 2021.

Table 4 - Net OPEB Liability Sensitivity (Discount Rate)

	1% Decrease (0.92%)	Discount Rate (1.92%)	1% Increase (2.92%)
Net OPEB Liability / (Asset)	$ 188,550,324	$ 160,603,184	$ 138,454,823

The following presents the Net OPEB Liability of the City, as well as what the City's Net OPEB Liability would be if it were calculated using healthcare cost trend rates that are 1-percentage-point lower or 1-percentage-point higher than the current healthcare cost trend rates as of June 30, 2021.

Table 5 - Net OPEB Liability Sensitivity (Healthcare Trend Rates)

	1% Decrease	Healthcare Trend Rates[5]	1% Increase
Net OPEB Liability / (Asset)	$ 136,738,670	$ 160,603,184	$ 191,082,844

[5] Comparison of Baseline, 1% Decrease, and 1% Increase in healthcare trend rates assumptions are as shown below:

Groups	1% Decrease	Baseline	1% Increase
Active	2.40% non-Medicare / -4.10% Medicare followed by 4.75% non-Medicare / 4.40% Medicare in 2022, decreasing to 3.04% ultimate rate	3.40% non-Medicare / -3.10% Medicare followed by 5.75% non-Medicare / 5.40% Medicare in 2022, decreasing to 4.04% ultimate rate	4.40% non-Medicare / -2.10% Medicare followed by 6.75% non-Medicare / 6.40% Medicare in 2022, decreasing to 5.04% ultimate rate
Retiree	2.60% non-Medicare / -4.40% Medicare followed by 4.75% non-Medicare / 4.40% Medicare in 2022, decreasing to 3.04% ultimate rate	3.60% non-Medicare / -3.40% Medicare followed by 5.75% non-Medicare / 5.40% Medicare in 2022, decreasing to 4.04% ultimate rate	4.60% non-Medicare / -2.40% Medicare followed by 6.75% non-Medicare / 6.40% Medicare in 2022, decreasing to 5.04% ultimate rate

Deferred Inflows and Deferred Outflows of Resources Related to OPEB

The tables below show changes in the Net OPEB Liability that have not been included in the OPEB expense for the following items:

1. Differences between expected and actual experience of the OPEB plan
2. Changes in assumptions
3. Differences between projected and actual earnings on the OPEB plan investments

The initial amortization base for the first two items above are amortized linearly over the average expected remaining service lives of active and inactive employees. The difference between projected and actual earnings on the OPEB plan investments is amortized linearly over five years.

Table 6 - Historical Deferred Inflows and Outflows

Differences between expected and actual experience

Measurement Period Ending	Fiscal Year Ending	Initial Balance	Initial Amortization Period	Annual Recognition	Recognized in OPEB Expense through June 30, 2021	Unamortized Balance as of June 30, 2021
6/30/2017	6/30/2018	$ 0	N/A	$ 0	$ 0	$ 0
6/30/2018	6/30/2019	$ 0	N/A	$ 0	$ 0	$ 0
6/30/2019	6/30/2020	$ 2,970,500	4.15	$ 715,783	$ 2,147,349	$ 823,151
6/30/2020	6/30/2021	$ (135,090)	4.15	$ (32,552)	$ (65,104)	$ (69,986)
6/30/2021	6/30/2022	$ (36,390,352)	4.00	$ (9,097,588)	$ (9,097,588)	$ (27,292,764)

Changes in assumptions or other inputs

Measurement Period Ending	Fiscal Year Ending	Initial Balance	Initial Amortization Period	Annual Recognition	Recognized in OPEB Expense through June 30, 2021	Unamortized Balance as of June 30, 2021
6/30/2017	6/30/2018	$ (12,626,584)	4.25	$ (742,740)	$ (12,626,584)	$ 0
6/30/2018	6/30/2019	$ (2,374,728)	4.25	$ (558,760)	$ (2,235,040)	$ (139,688)
6/30/2019	6/30/2020	$ 9,929,633	4.15	$ 2,392,683	$ 7,178,049	$ 2,751,584
6/30/2020	6/30/2021	$ 15,907,862	4.15	$ 3,833,220	$ 7,666,440	$ 8,241,422
6/30/2021	6/30/2022	$ 22,913,092	4.00	$ 5,728,273	$ 5,728,273	$ 17,184,819

Differences between projected and actual earnings on OPEB plan investments

Measurement Period Ending	Fiscal Year Ending	Initial Balance	Initial Amortization Period	Annual Recognition	Recognized in OPEB Expense through June 30, 2021	Unamortized Balance as of June 30, 2021
6/30/2017	6/30/2018	$ 0	5.00	$ 0	$	$ 0
6/30/2018	6/30/2019	$ 0	5.00	$ 0	$	$ 0
6/30/2019	6/30/2020	$ 0	5.00	$ 0	$	$ 0
6/30/2020	6/30/2021	$ 0	5.00	$ 0	$	$ 0
6/30/2021	6/30/2022	$ 0	5.00	$ 0	$	$ 0

The table below shows the unamortized balance of Deferred Inflows and Outflows of Resources as of June 30, 2021 for financial statement disclosure for the fiscal year ending June 30, 2022.

Table 7 - Unamortized Balance of Deferred Inflows and Outflows

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ 823,151	$ (27,362,750)
Changes in assumptions or other inputs	28,177,825	(139,688)
Net difference between projected and actual earnings on OPEB plan investments	0	0
Employer contribution subsequent to the Measurement Date	5,083,057[6]	0
Total	**$ 34,084,033**	**$ (27,502,438)**

Schedule of future annual amortizations of Deferred Inflows and Outflows that will be recognized in future OPEB expense is as shown below.

Table 8 - Schedule of Future Deferred Inflows and Outflows Amortization

Measurement Period Ending	Amounts
2022	$ 3,400,131
2023	$ 897,622
2024	$ (2,799,215)
2025	$ 0
2026	$ 0
Thereafter	$ 0

[6] Based on actual benefit payment of $5,083,057 (including implicit subsidy credit).

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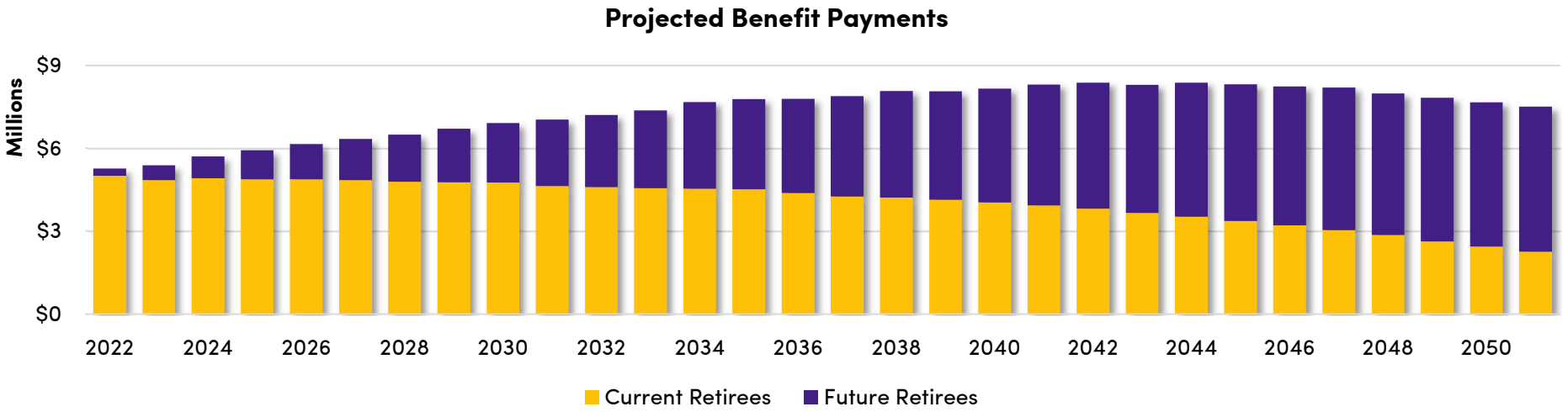
Section 3: Projected Benefit Payments

The below table shows the projected benefit payments for the next 30 years for a closed group of participants (both active employees and existing retirees) who are included in the census data as of June 30, 2021. This exhibit is provided for informational purposes only and is not a required disclosure under GASB 75. Projected benefit payments below include both explicit (if any) and implicit subsidies (as applicable).

FYE	Future Retirees	Current Retirees	Total[7]
2022	$ 249,612	$ 4,833,445	$ 5,083,057
2023	$ 530,657	$ 4,849,494	$ 5,380,151
2024	$ 789,587	$ 4,912,835	$ 5,702,422
2025	$ 1,053,413	$ 4,871,476	$ 5,924,889
2026	$ 1,271,984	$ 4,876,485	$ 6,148,469
2027	$ 1,489,155	$ 4,845,432	$ 6,334,587
2028	$ 1,703,168	$ 4,789,420	$ 6,492,588
2029	$ 1,937,949	$ 4,767,293	$ 6,705,242
2030	$ 2,149,564	$ 4,759,433	$ 6,908,997
2031	$ 2,400,559	$ 4,634,865	$ 7,035,424

FYE	Future Retirees	Current Retirees	Total
2032	$ 2,610,335	$ 4,588,539	$ 7,198,874
2033	$ 2,806,805	$ 4,557,390	$ 7,364,195
2034	$ 3,128,363	$ 4,536,862	$ 7,665,225
2035	$ 3,258,876	$ 4,518,606	$ 7,777,482
2036	$ 3,400,219	$ 4,381,744	$ 7,781,963
2037	$ 3,625,128	$ 4,255,013	$ 7,880,141
2038	$ 3,855,551	$ 4,215,135	$ 8,070,686
2039	$ 3,925,937	$ 4,129,706	$ 8,055,643
2040	$ 4,120,201	$ 4,034,164	$ 8,154,365
2041	$ 4,374,198	$ 3,928,499	$ 8,302,697

FYE	Future Retirees	Current Retirees	Total
2042	$ 4,562,153	$ 3,809,829	$ 8,371,982
2043	$ 4,631,518	$ 3,658,805	$ 8,290,323
2044	$ 4,853,702	$ 3,519,880	$ 8,373,582
2045	$ 4,945,413	$ 3,369,532	$ 8,314,945
2046	$ 5,021,349	$ 3,209,576	$ 8,230,925
2047	$ 5,162,470	$ 3,036,968	$ 8,199,438
2048	$ 5,123,735	$ 2,857,449	$ 7,981,184
2049	$ 5,202,371	$ 2,619,931	$ 7,822,302
2050	$ 5,228,484	$ 2,434,970	$ 7,663,454
2051	$ 5,250,748	$ 2,252,390	$ 7,503,138



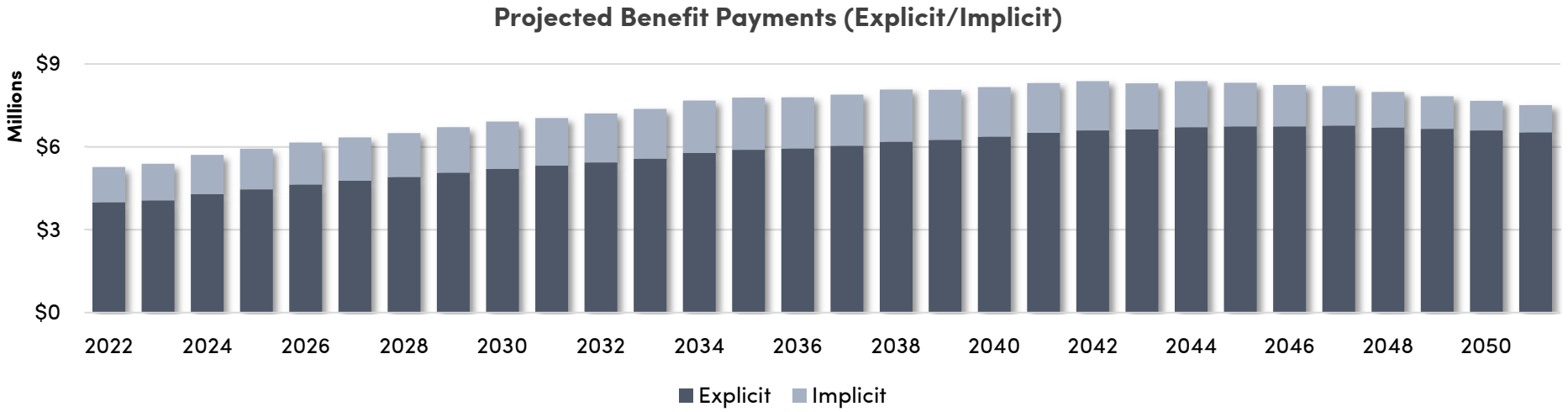
[7] Total benefit payment for FYE 6/30/2022 is based on explicit benefit payment of $3,812,791 and estimated implicit subsidy payment of $1,270,266. The benefit payment split between future and existing retirees has been estimated by our valuation software.

The following table splits the projected benefit payments for the next 30 years between the explicit and implicit subsidies for a closed group of participants (both active employees and existing retirees) who are included in the census data as of June 30, 2021.

FYE	Explicit[8]	Implicit	Total
2022	$ 3,812,791	$ 1,270,266	$ 5,083,057
2023	$ 4,059,326	$ 1,320,825	$ 5,380,151
2024	$ 4,280,715	$ 1,421,707	$ 5,702,422
2025	$ 4,453,569	$ 1,471,320	$ 5,924,889
2026	$ 4,627,108	$ 1,521,361	$ 6,148,469
2027	$ 4,768,844	$ 1,565,743	$ 6,334,587
2028	$ 4,904,455	$ 1,588,133	$ 6,492,588
2029	$ 5,061,749	$ 1,643,493	$ 6,705,242
2030	$ 5,200,524	$ 1,708,473	$ 6,908,997
2031	$ 5,313,560	$ 1,721,864	$ 7,035,424

FYE	Explicit	Implicit	Total
2032	$ 5,432,663	$ 1,766,211	$ 7,198,874
2033	$ 5,569,167	$ 1,795,028	$ 7,364,195
2034	$ 5,773,032	$ 1,892,193	$ 7,665,225
2035	$ 5,889,668	$ 1,887,814	$ 7,777,482
2036	$ 5,932,270	$ 1,849,693	$ 7,781,963
2037	$ 6,033,046	$ 1,847,095	$ 7,880,141
2038	$ 6,178,357	$ 1,892,329	$ 8,070,686
2039	$ 6,246,322	$ 1,809,321	$ 8,055,643
2040	$ 6,361,950	$ 1,792,415	$ 8,154,365
2041	$ 6,499,142	$ 1,803,555	$ 8,302,697

FYE	Explicit	Implicit	Total
2042	$ 6,590,695	$ 1,781,287	$ 8,371,982
2043	$ 6,623,458	$ 1,666,865	$ 8,290,323
2044	$ 6,707,202	$ 1,666,380	$ 8,373,582
2045	$ 6,736,469	$ 1,578,476	$ 8,314,945
2046	$ 6,739,219	$ 1,491,706	$ 8,230,925
2047	$ 6,768,228	$ 1,431,210	$ 8,199,438
2048	$ 6,697,131	$ 1,284,053	$ 7,981,184
2049	$ 6,645,876	$ 1,176,426	$ 7,822,302
2050	$ 6,586,579	$ 1,076,875	$ 7,663,454
2051	$ 6,519,617	$ 983,521	$ 7,503,138



[8] Explicit benefit payment for FYE 6/30/2022 is based on the actual retiree healthcare expenses paid by the City.

Section 4: Substantive Plan Provisions

Changes Since Prior Valuation

There are no plan provision changes since the last full valuation.

Eligibility

Employees are eligible for lifetime retiree health benefits once they retire within 120 days from date of separation and the retiree must be receiving benefits from California Public Employees Retirement System (CalPERS)[9].

CalPERS eligibility requirements for disability benefits are as follows:

- Ordinary Disability: five years of service
- Line of Duty Disability: no age or service requirement

Spouse Benefits

Employees are allowed to elect spousal coverage at retirement. Retiree health coverage continues to surviving spouses (including employer subsidy) upon death of retirees and active employees who are eligible to retire at the time of death. City contribution towards surviving child dependents is also available, if they were enrolled in the plan prior to the retiree's death. There is no surviving spouse coverage upon the death of active employees who are not eligible to retire at the time of death.

Employer Subsidy

The City provides a contribution up to the CalPERS Region 3 Kaiser Basic (non-Medicare) family premium, regardless of the coverage level (single, 2-party, or family) or the enrollment level (non-Medicare, Medicare, or split). The Kaiser family monthly premiums are $1,741.58 in 2021 and $1,871.43 in 2022.

Ancillary Benefits

There is no City-subsidized dental, vision, or life insurance benefit at retirement.

Retiree Contributions

Retirees are required to contribute the portion of premium rates not covered by the Employer Subsidy.

[9] Service Retirement Eligibility: Age 50 with 5 years of service for Miscellaneous members entering before 1/1/2013 and all Safety members; Age 52 with 5 years of service for Miscellaneous members entering on or after 1/1/2013. Note that service includes service across all CalPERS employers and with other retirement systems with which CalPERS has reciprocity agreements.

Premium Rates

The monthly CalPERS non-Medicare premium rates used in the valuation effective on January 1, 2021 are as shown below.

Regions	Non-Medicare Plans	Single	2-Party	Family
Region 1	PERS Choice	$ 935.84	$ 1,871.68	$ 2,433.18
Region 2	BS Access+	$ 938.96	$ 1,877.92	$ 2,441.30
	Kaiser Permanente	$ 669.77	$ 1,339.54	$ 1,741.40
	PERS Choice	$ 783.19	$ 1,566.38	$ 2,036.29
	PERS Select	$ 476.92	$ 953.84	$ 1,239.99
	PORAC	$ 749.00	$ 1,499.00	$ 1,960.00
Region 3	Anthem BC Select	$ 639.10	$ 1,278.20	$ 1,661.66
	Anthem BC Traditional	$ 984.21	$ 1,968.42	$ 2,558.95
	BS Access+	$ 834.88	$ 1,669.76	$ 2,170.69
	Blue Shield Trio	$ 660.49	$ 1,320.98	$ 1,717.27
	Health Net Salud y Mas	$ 412.88	$ 825.76	$ 1,073.49
	Health Net SmartCare	$ 691.48	$ 1,382.96	$ 1,797.85
	Kaiser Permanente	$ 669.84	$ 1,339.68	$ 1,741.58
	PERS Choice	$ 761.23	$ 1,522.46	$ 1,979.20
	PERS Select	$ 459.94	$ 919.88	$ 1,195.84
	PERS Care	$ 1,036.07	$ 2,072.14	$ 2,693.78
	PORAC	$ 725.00	$ 1,450.00	$ 1,894.00
	United Healthcare	$ 720.89	$ 1,441.78	$ 1,874.31
Out of State	Kaiser Permanente	$ 1,040.15	$ 2,080.30	$ 2,704.38
	PERS Care	$ 1,008.08	$ 2,016.16	$ 2,621.01
	PERS Choice	$ 760.17	$ 1,520.34	$ 1,976.44

Premium Rates (Cont'd) The monthly CalPERS Medicare premium rates used in the valuation effective on January 1, 2021 are as shown below.

Medicare Plans	Single	2-Party	Family
Anthem BC Medicare Preferred	$ 383.37	$ 766.74	$ 1,150.11
Anthem BC Select Medicare Preferred	$ 383.37	$ 766.74	$ 1,150.11
Kaiser Permanente Senior Advantage	$ 324.48	$ 648.96	$ 973.44
Kaiser Permanente Senior Advantage (OOS)	$ 317.48	$ 634.96	$ 952.44
PERS Care Medicare Supplement	$ 381.25	$ 762.50	$ 1,143.75
PERS Choice Medicare Supplement	$ 349.97	$ 699.94	$ 1,049.91
PERS Select Medicare Supplement	$ 349.97	$ 699.94	$ 1,049.91
PORAC Medicare Supplement	$ 513.00	$ 1,022.00	$ 1,635.00
United Healthcare Medicare Advantage	$ 311.56	$ 623.12	$ 934.68

Section 5: Actuarial Methods and Assumptions

Changes Since Prior Valuation

The following assumptions have been updated since the prior valuation:

1. Single Equivalent Discount Rate has been updated from 2.45% as of June 30, 2020 to 1.92% as of June 30, 2021 based on changes in the municipal bond index, which caused a significant increase in the liability.
2. Payroll growth, mortality, disability, termination, and retirement rates assumptions have been updated from CalPERS Experience Study and Review of Actuarial Assumptions published in December 2017 to the most recent study published in November 2021. The net impact of these changes is a slight decrease in the liability.
3. Health care trend rates have been updated from an initial rate of 6.20% (non-Medicare) / 5.10% (Medicare) in 2021 that decreases gradually to an ultimate rate of 4.00% to Getzen 2021 table that reflects actual premium increases from 2021 to 2022[10] followed by 5.75% (non-Medicare) / 5.40% (Medicare) that decreases gradually to an ultimate rate of 4.04% by 2075. The net impact of this change is a decrease in the liability.
4. Active employees' health plan election at retirement has been updated as shown in the table below. This change caused a slight decrease in the liability.

Periods	Prior Valuation					Current Valuation				
	BS Access+	Kaiser Permanente	PERS Choice	PERS Care	United Healthcare	BS Access+	Kaiser Permanente	PERS Choice	PERS Care	United Healthcare
Non-Medicare	15%	65%	10%	10%		10%	60%	15%	10%	5%
Medicare		55%	10%	25%	10%		55%	10%	25%	10%

[10] Actual premium increases from 2021 to 2022 used in the valuation are as follows: (a) Actives: 3.40% non-Medicare / -3.10% Medicare and (b) Retirees: 3.60% non-Medicare under 65 retirees / 2.30% Medicare ineligible retirees / -3.40% Medicare.

1. Percentage of active employees assumed to elect spousal coverage has been updated from 50% for all employees to 60% for male and 25% for female employees, which caused a slight increase in the liability.
2. In the prior valuation, 10% of future Miscellaneous retirees and 15% of future Safety retirees electing coverage were assumed to cover child dependents at retirement until age 75. In this year's valuation, 15% of both future Miscellaneous and Safety retirees electing coverage are assumed to cover child dependents at retirement until age 70. The net impact of this change is a decrease in the liability.

Valuation Date	June 30, 2021
Measurement Date	June 30, 2021
Reporting Period	Fiscal year ending June 30, 2022
Discount Rate	For accounting disclosure: 1.92% as of June 30, 2021 and 2.45% as of June 30, 2020 Refer to the Discussion of Discount Rate section for additional information on the discount rate setting.
Actuarial Cost Method	Entry Age Normal Level Percentage of Pay; a method that allocates the actuarial present value of the projected benefits of each individual on a level basis over the earnings of the individual between entry age and assumed exit age(s). • The portion allocated to a valuation year is called the Normal Cost. • The portion allocated to past periods is called the Actuarial Accrued Liability (AAL) or Total OPEB Liability (TOL).
Payroll Growth	2.80% wage inflation plus seniority, merit, and promotion salary increases based on CalPERS Experience Study and Review of Actuarial Assumptions published in November 2021 for Public Agency Miscellaneous, and Fire members. Refer to the Appendix for sample rates.
Census Data	Census information was provided by the City as of June 30, 2021. We have reviewed this data for reasonableness and no material modification was made to the data.
Mortality	Based on CalPERS Experience Study and Review of Actuarial Assumptions published in November 2021 for Public Agency Miscellaneous, Police, and Fire members. Refer to the Appendix for sample rates.

Termination

Based on CalPERS Experience Study and Review of Actuarial Assumptions published in November 2021 for Public Agency Miscellaneous and Fire members. Refer to the Appendix for sample rates.

Disability

Based on CalPERS Experience Study and Review of Actuarial Assumptions published in November 2021 for Public Agency Miscellaneous and Fire members. Refer to the Appendix for sample rates.

Retirement

Based on CalPERS Experience Study and Review of Actuarial Assumptions published in November 2021 for Public Agency Miscellaneous and Fire members. Refer to the Appendix for sample rates.

Participation Rate

100% of active employees are assumed to elect health coverage with the City at retirement.

Existing retirees who are currently enrolled in the City's health plans are assumed to continue coverage until death. Upon retiree's death, surviving spouses are assumed to continue coverage in the City's health plans (all of them are assumed to receive contingent pension benefit).

Existing retirees who currently waived coverage is not assumed to re-elect coverage in the future.

Health Plan Election

Active employees' health plan election at retirement is as shown below. This assumption is based on existing retirees' health plan elections. These percentages are applied to CalPERS Region 3 premium rates.

	BS Access+	Kaiser Permanente	PERS Choice[11]	PERS Care[11]	United Healthcare
Non-Medicare	10%	60%	10%	10%	5%
Medicare	N/A	55%	10%	25%	10%

Existing retirees who are at least age 65 as of the Valuation Date are assumed to remain in the same health plan option they are currently enrolled in for life. Existing retirees under the age of 65 as of the Valuation Date are assumed to elect the corresponding Medicare Supplement plans. For those enrolled in plans without Medicare Supplement option (BS Access+, Blue Shield Trio, and Health Net Salud y Mas), they are assumed to elect Kaiser Senior Advantage plan upon Medicare eligibility.

[11] Mapped to PERS Platinum effective on 1/1/2022.

Spousal Election

For future retirees, 60% of male and 25% of female active employees are assumed to elect spousal coverage at retirement. Husbands are assumed to be three years older than wives.

For existing retirees, spousal coverage and age is based on actual data.

Dependent Election

15% of future Miscellaneous and Safety employees are assumed to cover child dependents at retirement until age 70. Dependent liability for existing retirees is valued based on actual election until retiree's age 70.

Medicare Eligibility

All future and existing retirees (including disabled retirees) are assumed to be eligible for Medicare at age 65, except for 50 existing retirees over the age of 65 who are indicated as ineligible for Medicare.

Per Capita Costs

The valuation projects health care costs for employees who remain enrolled in the City's benefit plans after retirement. In accordance with Actuarial Standards of Practice No. 6 (ASOP 6), the actuarial development of health care costs should preferably use the health plan experience that is considered the best predictor of future claims experience assuming it is sufficiently credible. In the absence of credible health plan experience data, the actuary may use other methods such as premiums and normative databases to develop the per capita costs.

As medical/prescription drug costs generally vary by age, age-specific costs should be used in the development of initial per capita costs and projection of future benefit costs, except in very limited circumstances defined in ASOP 6 Section 3.7.7(c). The development of the age-specific costs should be based on the demographics of the group being valued and the group's total expected claims or premiums.

Retiree healthcare costs are, on average, significantly higher than active employees and if the City charges blended premium rates (determined using active employees and retiree claims experience) to the retirees, the City is providing an implicit subsidy for these retirees. Under GASB 75, the implicit subsidy must be included in the post-employment medical benefit obligation. Separate costs should be developed for Medicare-eligible participants due to Medicare being the primary payer for these retirees, which leads to a reduction to the Plan Sponsor's health plan costs.

In developing the per capita costs, we have used CalPERS health plan premium rates effective on January 1, 2021 and aging factors and subscriber enrollments for HMO and PPO plans combined as published in the CalPERS Health Plan (PEMHCA) Implicit Subsidy Data for Calendar 2019.

Per Capita Costs (Cont'd)

The following table shows the sample annual per capita costs at select ages for 2021/22 plan year used in the valuation. These costs are assumed to increase with health care trend rates in the future.

Age	Active Employees[12]		Retirees[13]	
	Male	Female	Male	Female
45	$5,895	$7,990	$5,885	$7,977
50	$7,806	$9,207	$7,793	$9,192
55	$10,166	$10,452	$10,149	$10,435
60	$13,125	$12,234	$13,103	$12,214
64	$15,566	$13,674	$15,540	$13,652

Age	Medicare Ineligible	
	Male	Female
65	$16,199	$13,994
70	$19,666	$15,918
75	$23,419	$18,098
80	$28,781	$22,026
90	$30,364	$26,293

We have assumed that CalPERS health premiums for Medicare eligible retirees are based on Medicare eligible retiree claims experience and represent the expected true cost of retiree coverage. As such, we have assumed there is no implicit subsidy for Medicare retirees. The annual costs used on/after age 65 are $4,079 for active employees and $4,100 for retirees. These costs are assumed to increase with health care trend rates.

Trend Rates

Historically, health care costs have increased more rapidly than the rate of inflation. In estimating the value of retiree health benefits, assumptions must be made on future increases in healthcare costs. The health care trend rates assumption used in this valuation is based on the Getzen Model of Long-Run Medical Cost Trends, which was first designed by T.E. Getzen for the Society of Actuaries (SOA) in 2007. The model is designed to make long-run forecasts and typically used to select medical trend assumptions for retiree medical valuations to present liabilities disclosed under the appropriate accounting standards, or to determine contributions under a funding policy. The long-run baseline projection and input variables were developed under the guidance of the SOA Project Oversight Group. The model is updated annually along with updated documentation and recommended input variables by the author of the model.

[12] Active employees' initial annual per capita costs are based on the Health Plan Election assumption shown on page 19.

[13] Retirees' initial annual per capita costs are based on weighted average premium for various health plan and CalPERS regions of existing retirees under age 65 as of the Valuation Date.

Trend Rates (Cont'd) The baseline assumptions used in the Getzen model are as shown in the table below.

Inflation Rate	2.5%
Real GDP Per Capita Growth	1.5%
Excess Medical Cost Growth	1.1%
Health Share of GDP Resistance Point	25.0%
Year for Limiting Cost Growth to GDP Growth	2075

The output of the Getzen Model of Long-Run Medical Cost Trend Model used in the valuation is as shown below.

Year	Non-Medicare	Medicare
2021	Actual[14]	Actual[14]
2022	5.75%	5.40%
2023	5.50%	5.30%
2024	5.40%	5.20%
2025	5.36%	5.20%
2030	5.18%	5.18%

Year	Non-Medicare	Medicare
2035	5.18%	5.18%
2040	5.18%	5.18%
2050	5.18%	5.18%
2060	4.83%	4.83%
2070	4.38%	4.38%
2075+	4.04%	4.04%

Discussion of Discount Rates

Under GASB 75, the discount rate used in valuing OPEB liabilities as of the Measurement Date is based on a yield or index rate for 20-year tax-exempt general obligation municipal bonds with an average rating of AA/Aa or higher (or equivalent quality on another rating scale) for an unfunded plan.

The municipal bond index as of the prior and current Measurement Dates are as shown below. The final single equivalent discount rate used for accounting disclosure as of June 30, 2022 is 1.92%.

Index	June 30, 2021	June 30, 2020
Fidelity GO AA 20 Years Municipal Index	1.92%	2.45%

[14] Actual premium increases from 2021 to 2022 used in the valuation are as follows: (a) Actives: 3.40% non-Medicare / -3.10% Medicare and (b) Retirees: 3.60% non-Medicare under 65 retirees / 2.30% Medicare ineligible retirees / -3.40% Medicare.

Section 6: Participant Summary

Active Employees

Active employees' enrollments below are across multiple CalPERS regions.

Actives with Health Coverage	Single	2-Party	Family	Total	Avg. Age	Avg. Svc	Total Salary
Anthem BC Select	1	1	5	7	46.6	10.6	$ 367,216
Anthem BC Traditional	1	1		2	57.8	4.7	$ 50,328
BS Access+	5	10	6	21	53.5	15.6	$ 1,588,761
Blue Shield Trio		1	2	3	43.5	10.8	$ 179,547
Health Net SmartCare	1	1	2	4	50.4	17.2	$ 182,803
Kaiser Permanente	42	47	94	183	49.0	15.4	$ 11,739,450
PERS Choice	1	2	6	9	46.3	12.7	$ 952,348
PERS Select	1	1	4	6	48.9	14.2	$ 481,423
PERS Care	6		4	10	45.8	12.1	$ 825,268
PORAC	3	2	4	9	48.2	20.8	$ 889,319
United Healthcare	1		4	5	46.5	15.4	$ 429,417
Total actives with health coverage	**62**	**66**	**131**	**259**	**49.1**	**15.1**	**$ 17,685,880**

Actives without Health Coverage	Total	Avg. Age	Avg. Svc	Total Salary
Total actives without health coverage	**16**	**44.0**	**5.8**	**$ 581,319**

Active employees without health coverage are assumed to elect health coverage with the City based on the Participation Rate assumption shown on page 19.

Active Age-Service Distribution

Age	Years of Service with the City										Total
	<1	1 – 4	5 – 9	10 – 14	15 – 19	20 – 24	25 – 29	30 – 34	35 – 39	40+	
<25	3										**3**
25 – 29	2	5	3								**10**
30 – 34	5	4	8	2							**19**
35 – 39	4	3	3	14	6						**30**
40 – 44	2	6	11	11	9	2					**41**
45 – 49		8	4	10	9	6	5				**42**
50 – 54	2	5	4	10	8	10	7	4			**50**
55 – 59	2	2	3	6	4	1	6	6	3		**33**
60 – 64		3	4	5	4	6	2	5	3	1	**33**
65+			2	5		1		3	2	1	**14**
Total	**20**	**36**	**42**	**63**	**40**	**26**	**20**	**18**	**8**	**2**	**275**

Retired Employees

Retirees with Health Coverage	Single	2-Party	Family	Total	Avg. Age
Anthem BC Select			1	1	55.7
Anthem BC Traditional	1			1	70.0
BS Access+	11	6	2	19	65.5
Blue Shield Trio			1	1	59.3
Health Net Salud y Mas			1	1	60.3
Kaiser Permanente	128	86	19	233	71.1
PERS Choice	25	19	5	49	69.7
PERS Care	55	30		85	76.3
PORAC	2	6		8	68.7
United Healthcare	15	12	1	28	73.0
Total retirees with health coverage	**237**	**159**	**30**	**426**	**71.7**

Age	Retirees
<50	2
50 – 54	10
55 – 59	35
60 – 64	61
65 – 69	70
70 – 74	96
75 – 79	68
80 – 84	51
85 – 89	23
90+	10
Total	**426**

Enrollments above include retirees enrolled in the corresponding Medicare plans or those with split enrollment in pre-Medicare and Medicare plans and 50 retirees who are not eligible for Medicare.

Comparison of Participant Summary

Below is a comparison of participant summary included in the current valuation and the prior full valuation.

	As of June 30, 2021	As of June 30, 2019
Number of Participants		
Active employees	275	332
Retired employees[15]	426	433
Total	701	765
Averages		
Active average age	48.8	48.1
Active average service	14.6	13.8
Inactive average age	71.7	71.3

[15] The enrollments above include retirees only and exclude spouses and/or dependents who are covered under the City's health plans.

Appendix – Sample Decrement Rates

Mortality Rates

Mortality rates used in the valuation are based on the CalPERS Experience Study and Review of Actuarial Assumptions published in November 2021 for Public Agency Miscellaneous, Police, and Fire members. Sample pre-retirement, post-retirement non-disabled, and post-retirement disabled base mortality rates for Miscellaneous, Police, and Fire members are as shown below. These rates are projected fully generationally using 80% of MP-2020 mortality improvement scale.

Attained Ages	Pre-Retirement[16]				Post-Retirement Non-Disabled				Post-Retirement Disabled[17]			
	Miscellaneous		Fire/Police/CPO		Miscellaneous		Fire/Police/CPO		Miscellaneous		Fire/Police/CPO	
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
20	0.00039	0.00014	0.00042	0.00016	0.00039	0.00014	0.00146	0.00053	0.00411	0.00233	0.00039	0.00014
25	0.00033	0.00013	0.00038	0.00020	0.00033	0.00013	0.00154	0.00069	0.00336	0.00187	0.00033	0.00013
30	0.00044	0.00019	0.00047	0.00028	0.00044	0.00019	0.00182	0.00099	0.00452	0.00301	0.00044	0.00019
35	0.00058	0.00029	0.00053	0.00038	0.00058	0.00029	0.00208	0.00136	0.00603	0.00504	0.00058	0.00029
40	0.00075	0.00039	0.00061	0.00047	0.00075	0.00039	0.00244	0.00177	0.00779	0.00730	0.00075	0.00039
45	0.00093	0.00054	0.00073	0.00059	0.00093	0.00054	0.00314	0.00227	0.01120	0.01019	0.00093	0.00054
50	0.00134	0.00081	0.00102	0.00081	0.00271	0.00199	0.00437	0.00311	0.01727	0.01439	0.00271	0.00199
55	0.00198	0.00123	0.00153	0.00118	0.00391	0.00325	0.00623	0.00550	0.02217	0.01734	0.00391	0.00325
60	0.00287	0.00179	0.00246	0.00168	0.00575	0.00455	0.00935	0.00868	0.02681	0.01962	0.00575	0.00455
65	0.00403	0.00250	0.00384	0.00216	0.00856	0.00612	0.01393	0.01190	0.03332	0.02276	0.00856	0.00612
70	0.00594	0.00404	0.00673	0.00398	0.01340	0.00996	0.02189	0.01858	0.04056	0.02910	0.01340	0.00996
75	0.00933	0.00688	0.01221	0.00777	0.02400	0.01783	0.03498	0.03134	0.05465	0.04160	0.02400	0.01783
80	0.01515	0.01149	0.02252	0.01567	0.04380	0.03403	0.05932	0.05183	0.08044	0.06112	0.04380	0.03403
85	0.00000	0.00000	0.00000	0.00000	0.08274	0.06166	0.10244	0.08045	0.11695	0.09385	0.08274	0.06166
90	0.00000	0.00000	0.00000	0.00000	0.14539	0.11086	0.16739	0.12434	0.16770	0.14396	0.14539	0.11086

[16] Pre-Retirement rates for all groups are based on the sum of non-industrial death and industrial death rates.
[17] Post-Retirement Disabled rates are based on non-industrially disabled rates for Miscellaneous participants and industrially disabled rates for Fire/Police/CPO participants.

Salary Increases

The seniority, merit and promotional salary increases used in the valuation are based on the CalPERS Experience Study and Review of Actuarial Assumptions published in November 2021 for Public Agency Miscellaneous and Fire members. Sample rates for Miscellaneous and Fire members are as shown below.

	Miscellaneous							Fire						
	Entry Ages													
Service	20	25	30	35	40	45	50	20	25	30	35	40	45	50
0	0.0764	0.0764	0.0621	0.0621	0.0521	0.0521	0.0521	0.1517	0.1517	0.1549	0.1549	0.0631	0.0631	0.0631
2	0.0576	0.0576	0.0449	0.0449	0.0346	0.0346	0.0346	0.0936	0.0936	0.0835	0.0835	0.0423	0.0423	0.0423
4	0.0435	0.0435	0.0324	0.0324	0.0229	0.0229	0.0229	0.0577	0.0577	0.0451	0.0451	0.0284	0.0284	0.0284
6	0.0328	0.0328	0.0234	0.0234	0.0152	0.0152	0.0152	0.0356	0.0356	0.0243	0.0243	0.0190	0.0190	0.0190
8	0.0248	0.0248	0.0170	0.0170	0.0101	0.0101	0.0101	0.0220	0.0220	0.0131	0.0131	0.0128	0.0128	0.0128
10	0.0201	0.0201	0.0126	0.0126	0.0108	0.0108	0.0108	0.0188	0.0188	0.0143	0.0143	0.0077	0.0077	0.0077
12	0.0181	0.0181	0.0116	0.0116	0.0092	0.0092	0.0092	0.0178	0.0178	0.0135	0.0135	0.0081	0.0081	0.0081
14	0.0163	0.0163	0.0106	0.0106	0.0078	0.0078	0.0078	0.0169	0.0169	0.0128	0.0128	0.0086	0.0086	0.0086
16	0.0147	0.0147	0.0098	0.0098	0.0066	0.0066	0.0066	0.0161	0.0161	0.0121	0.0121	0.0090	0.0090	0.0090
18	0.0132	0.0132	0.0090	0.0090	0.0055	0.0055	0.0055	0.0152	0.0152	0.0114	0.0114	0.0095	0.0095	0.0095
20	0.0119	0.0119	0.0083	0.0083	0.0047	0.0047	0.0047	0.0145	0.0145	0.0108	0.0108	0.0101	0.0101	0.0101

Disability Rates

The disability rates used in the valuation are based on the CalPERS Experience Study and Review of Actuarial Assumptions published in November 2021 for Public Agency Miscellaneous and Fire Members. Sample rates are as shown below.

Attained Ages	Miscellaneous		Fire
	Male	Female	Unisex
20	0.000070	0.000040	0.000130
25	0.000070	0.000090	0.000270
30	0.000170	0.000330	0.000640
35	0.000350	0.000650	0.001270
40	0.000910	0.001190	0.002330
45	0.001490	0.001850	0.004140
50	0.001540	0.001930	0.021190
55	0.001390	0.001290	0.031220
60	0.001240	0.000940	0.044310

Termination Rates

This assumption is used to project terminations (voluntary and involuntary) prior to meeting the minimum eligibility requirements to retire. The rates are based on the CalPERS Experience Study and Review of Actuarial Assumptions published in November 2021 for Public Agency Miscellaneous and Fire members. Sample rates for Miscellaneous members are as shown below.

	Miscellaneous (Male)							Miscellaneous (Female)						
	Entry Ages													
Service	20	25	30	35	40	45	50	20	25	30	35	40	45	50
0	0.1851	0.1769	0.1631	0.1493	0.1490	0.1487	0.1509	0.1944	0.1899	0.1824	0.1749	0.1731	0.1713	0.1741
2	0.1218	0.1125	0.0970	0.0815	0.0771	0.0726	0.0750	0.1381	0.1307	0.1183	0.1058	0.0998	0.0938	0.0941
4	0.0672	0.0616	0.0524	0.0431	0.0392	0.0352	0.0366	0.0801	0.0752	0.0670	0.0587	0.0523	0.0459	0.0457
6	0.0669	0.0641	0.0575	0.0509	0.0453	0.0397	0.0383	0.0869	0.0847	0.0757	0.0666	0.0580	0.0494	0.0464
8	0.0470	0.0453	0.0410	0.0366	0.0311	0.0255	0.0218	0.0613	0.0601	0.0545	0.0488	0.0394	0.0299	0.0294
10	0.0377	0.0366	0.0337	0.0309	0.0245	0.0181	0.0032	0.0502	0.0491	0.0446	0.0401	0.0308	0.0215	0.0046
12	0.0307	0.0300	0.0282	0.0263	0.0200	0.0137	0.0027	0.0423	0.0413	0.0368	0.0322	0.0244	0.0165	0.0037
14	0.0251	0.0246	0.0226	0.0207	0.0156	0.0014	0.0017	0.0352	0.0343	0.0292	0.0241	0.0181	0.0019	0.0023
16	0.0173	0.0173	0.0152	0.0132	0.0101	0.0000	0.0000	0.0235	0.0235	0.0193	0.0151	0.0112	0.0000	0.0000
18	0.0159	0.0159	0.0129	0.0100	0.0067	0.0000	0.0000	0.0202	0.0202	0.0158	0.0113	0.0075	0.0000	0.0000
20	0.0141	0.0141	0.0110	0.0079	0.0000	0.0000	0.0000	0.0175	0.0175	0.0131	0.0087	0.0000	0.0000	0.0000

Termination Rates (Continued)

Sample rates for Fire members are as shown below.

	Fire (Male)							Fire (Female)						
	Entry Ages													
Service	20	25	30	35	40	45	50	20	25	30	35	40	45	50
0	0.1022	0.1022	0.1022	0.1022	0.1022	0.1022	0.1022	0.1317	0.1317	0.1317	0.1317	0.1317	0.1317	0.1317
2	0.0441	0.0441	0.0441	0.0441	0.0441	0.0441	0.0441	0.0743	0.0743	0.0743	0.0743	0.0743	0.0743	0.0743
4	0.0161	0.0161	0.0161	0.0161	0.0161	0.0161	0.0161	0.0349	0.0349	0.0349	0.0349	0.0349	0.0349	0.0349
6	0.0136	0.0136	0.0136	0.0136	0.0136	0.0136	0.0052	0.0327	0.0327	0.0327	0.0327	0.0327	0.0327	0.0117
8	0.0096	0.0096	0.0096	0.0096	0.0096	0.0096	0.0022	0.0200	0.0200	0.0200	0.0200	0.0200	0.0200	0.0014
10	0.0081	0.0081	0.0081	0.0081	0.0081	0.0015	0.0015	0.0164	0.0164	0.0164	0.0164	0.0164	0.0000	0.0000
12	0.0069	0.0069	0.0069	0.0069	0.0069	0.0011	0.0011	0.0145	0.0145	0.0145	0.0145	0.0145	0.0000	0.0000
14	0.0059	0.0059	0.0059	0.0059	0.0008	0.0008	0.0008	0.0128	0.0128	0.0128	0.0128	0.0000	0.0000	0.0000
16	0.0045	0.0045	0.0045	0.0045	0.0000	0.0000	0.0000	0.0113	0.0113	0.0113	0.0113	0.0000	0.0000	0.0000
18	0.0040	0.0040	0.0040	0.0040	0.0000	0.0000	0.0000	0.0100	0.0100	0.0100	0.0100	0.0000	0.0000	0.0000
20	0.0035	0.0035	0.0035	0.0000	0.0000	0.0000	0.0000	0.0088	0.0088	0.0088	0.0000	0.0000	0.0000	0.0000

Retirement Rates

Retirement rates used in the valuation are based on the CalPERS Experience Study and Review of Actuarial Assumptions published in November 2021 for Public Agency Miscellaneous and Fire members. Sample rates for Miscellaneous and Fire members are as shown below.

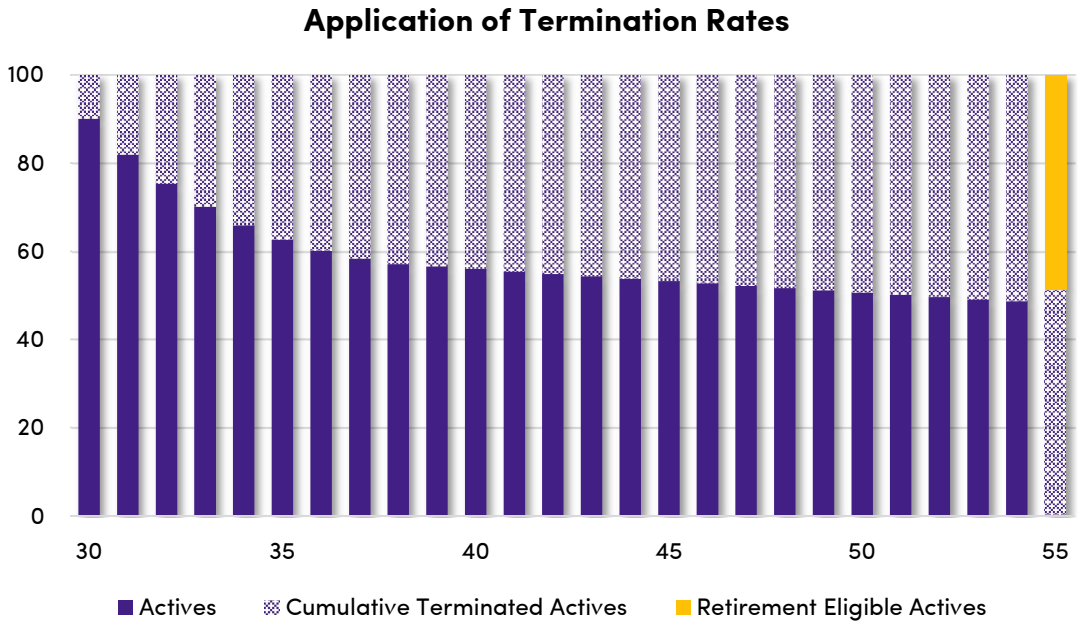
	Miscellaneous 2.7% at 55						Miscellaneous 2% at 62					
	Attained Ages											
Service	50	55	60	65	70	75	50	55	60	65	70	75
5	0.0110	0.0450	0.0870	0.1820	0.2270	1.0000	0.0000	0.0100	0.0310	0.1080	0.1200	1.0000
10	0.0160	0.0580	0.0840	0.2010	0.2270	1.0000	0.0000	0.0190	0.0510	0.1410	0.1560	1.0000
15	0.0220	0.0820	0.0960	0.2420	0.2270	1.0000	0.0000	0.0280	0.0710	0.1730	0.1930	1.0000
20	0.0330	0.1380	0.1420	0.2640	0.2270	1.0000	0.0000	0.0360	0.0910	0.2060	0.2290	1.0000
25	0.0340	0.2080	0.1650	0.2930	0.2270	1.0000	0.0000	0.0610	0.1110	0.2390	0.2650	1.0000
30	0.0380	0.2780	0.1980	0.2930	0.2270	1.0000	0.0000	0.0960	0.1380	0.3000	0.3330	1.0000
35	0.0440	0.3410	0.2230	0.2930	0.2270	1.0000	0.0000	0.1520	0.1830	0.3480	0.3870	1.0000
40	0.0000	0.3410	0.2230	0.2930	0.2270	1.0000	0.0000	0.1800	0.2040	0.3600	0.4000	1.0000

	Fire 3% at 50				Fire 2.7% at 57			
	Attained Ages							
Service	50	55	60	65	50	55	60	65
5	0.0950	0.0420	0.0560	1.0000	0.0070	0.0820	0.1140	1.0000
10	0.0480	0.0430	0.0440	1.0000	0.0070	0.0820	0.1140	1.0000
15	0.0530	0.0490	0.0610	1.0000	0.0070	0.0820	0.1140	1.0000
20	0.0930	0.0850	0.1310	1.0000	0.0070	0.0820	0.1140	1.0000
25	0.1340	0.1320	0.1860	1.0000	0.0100	0.1270	0.1750	1.0000
30	0.1750	0.2150	0.2330	1.0000	0.0150	0.1900	0.2620	1.0000
35	0.1960	0.2720	0.2620	1.0000	0.0170	0.2140	0.2950	1.0000
40	0.0000	0.2720	0.2620	1.0000	0.0000	0.2200	0.3030	1.0000

Decrements Illustration

The table below illustrates how decrements are applied in the valuation and how the decrements affect the liabilities valued. Assuming the Plan Sponsor has 100 employees aged 30 as of the valuation date, only 48.6 employees will be projected to be employed at age 55 (assumed retirement eligibility age) using the assumed illustrative termination rates.

Age	# Actives BOY	Annual Termination %	# Terminated Actives / Year
30	100.0	10%	10.0
31	90.0	9%	8.1
32	81.9	8%	6.6
33	75.3	7%	5.3
34	70.1	6%	4.2
35	65.9	5%	3.3
36	62.6	4%	2.5
37	60.1	3%	1.8
38	58.3	2%	1.2
39	57.1	1%	0.6
40	56.5	1%	0.6
41	56.0	1%	0.6
42	55.4	1%	0.6
43	54.9	1%	0.5
44	54.3	1%	0.5
45	53.8	1%	0.5
46	53.2	1%	0.5
47	52.7	1%	0.5
48	52.2	1%	0.5
49	51.6	1%	0.5
50	51.1	1%	0.5
51	50.6	1%	0.5
52	50.1	1%	0.5
53	49.6	1%	0.5
54	49.1	1%	0.5
55	**48.6**	0%	0.0



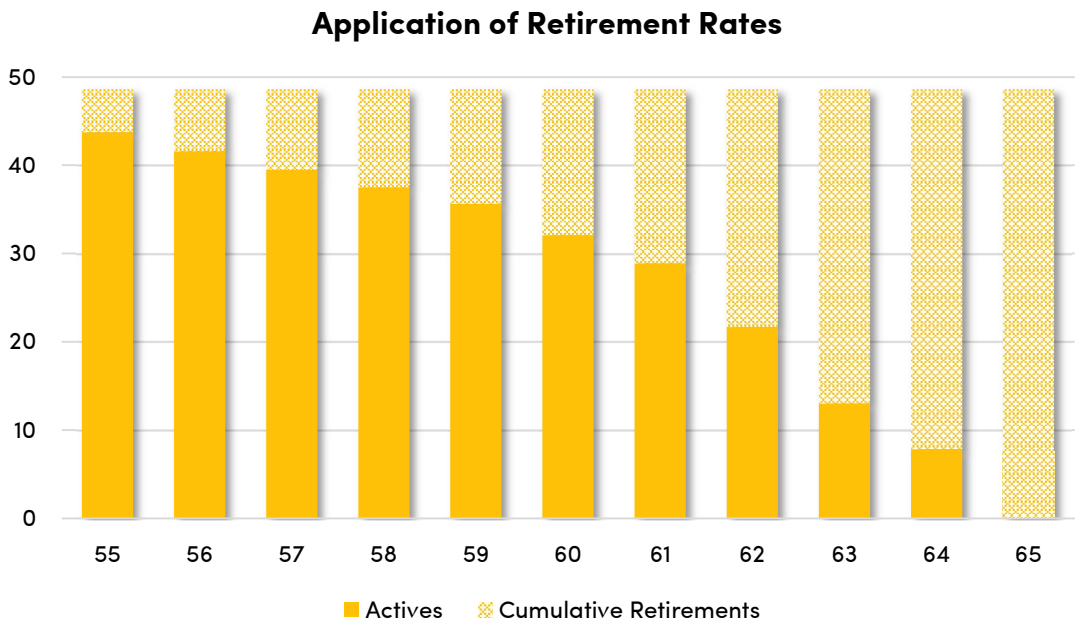
Notes:

1. The annual termination percentages shown in the table are for illustrative purposes only, not the actual termination rates used in the valuation.
2. For simplification, only termination decrement is assumed to be applicable while actively employed. Actuarial valuation typically applies pre-retirement death decrement during employment as well.

Decrements Illustration (Continued)

The table below illustrates the number of active employees assumed to retire at each age based on the illustrative retirement rates.

Age	# Actives BOY	Annual Retirement %	# Retirements / Year
55	48.6	10%	4.9
56	43.8	5%	2.2
57	41.6	5%	2.1
58	39.5	5%	2.0
59	37.5	5%	1.9
60	35.6	10%	3.6
61	32.1	10%	3.2
62	28.9	25%	7.2
63	21.7	40%	8.7
64	13.0	40%	5.2
65	7.8	100%	7.8



Notes:

1. The annual retirement percentages shown in the table are for illustrative purposes only, not the actual retirement rates used in the valuation.
2. For simplification, only retirement decrement is assumed to be applicable once the employee is retirement eligible. Actuarial valuation typically applies pre-retirement death decrement once an employee is eligible to retire.
3. The illustration above assumes that all active employees who are projected to be employed at age 55 elect health coverage with the Plan Sponsor at retirement.

Appendix – Glossary

1. **Active Employees** – Individuals employed at the end of the reporting or measurement period, as applicable.
2. **Actuarial Cost Method** – A method to allocate the Actuarial Present Value of Future Benefits into portions attributed to past service (Total OPEB Liability) and future service (Normal Cost).
3. **Actuarial Present Value of Future Benefits –** Projected benefit payments estimated to be payable through the OPEB plan to current active and inactive employees as a result of their past service and their expected future service, discounted to reflect the expected effects of time value (present value) of money and the probabilities of payment (which is contingent on events such as death, termination, retirement, etc). In other words, this is the amount that would have been invested as of the Valuation Date so that it is sufficient to pay for benefit payments when due.
4. **Deferred Inflows** – Gains in the Total OPEB Liability and Fiduciary Net Position (for funded plan only) due to be recognized in the future.
5. **Deferred Outflows** – Losses in the Total OPEB Liability and Fiduciary Net Position (for funded plan only) due to be recognized in the future.
6. **Defined Benefit OPEB –** OPEB for which the benefits that the employee will receive at or after separation from employment are defined by the benefit terms. The OPEB may be stated as (a) a specified dollar amount; (b) an amount that is calculated
7. **Entry Age Actuarial Cost Method –** A method that allocates the actuarial present value of the projected benefits of each individual on a level basis over the earnings or service of the individual between entry age and assumed exit age(s).
    - The portion allocated to a valuation year is called the Normal Cost.
    - The portion allocated to past periods is called the Total OPEB Liability.
    - The portion allocated to future periods after the valuation date is called the Present Value of Future Normal Costs.
8. **Fiduciary Net Position –** OPEB plan assets in a secure Trust that meet the following criteria:
    - Contributions from employers to the OPEB plan and earnings on those contributions are irrevocable.
    - OPEB plan assets are dedicated to providing OPEB to plan members in accordance with the benefit terms.
    - OPEB Plan assets are legally protected from the creditors of employers, OPEB plan administrator, and creditors of the plan members.
9. **Funded Ratio –** The value of the asset expressed as a percentage of the Total OPEB Liability.

10. **Healthcare Cost Trend Rates –** The rates of change in per capita health claims costs over time as a result of factors such as medical inflation, utilization of healthcare services, plan design, and technological developments.
11. **Inactive Employees –** Individuals no longer employed by an employer in the OEPB plan or the beneficiaries of those individuals. Inactive employees also include individuals who have accumulated benefits under the terms of an OPEB plan but are not yet receiving benefit payments and individuals currently receiving benefits.
12. **Net OPEB Liability –** The difference between the Total OPEB Liability and the Fiduciary Net Position.
13. **Payroll Growth –** An actuarial assumption on the rate of future increase in the total coverage payroll attributable to wage inflation and productivity increase; used in the Actuarial Cost Method to determine the Total OPEB Liability.
14. **Plan Members –** Individuals covered by the terms of the OPEB plan, which would typically include employees in active service, terminated employees who have terminated service but are not yet receiving benefit payments, and retired employees who are currently receiving benefits.
15. **Other Postemployment Benefits (OPEB) –** Benefits such as death benefits, life insurance, disability, and long-term care, as well as healthcare benefits (medical, prescription drug, dental, vision, and other health-related benefits), that are paid in the period after employment and that are provided separately from a pension plan regardless of the manner in which they are provided. OPEB does not include termination benefits or termination payments for sick leave.
16. **Service Cost (Normal Cost) –** The portion of actuarial present value of projected benefit payments that are attributed to a 12-month period after a valuation date as determined by the Actuarial Cost Method.
17. **Total OPEB Liability –** The portion of the actuarial present value of projected benefit payments that is attributed to past periods of employee service as of the valuation date as determined by the Actuarial Cost Method.



GovInvest

The Financial Forecasting Authority

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City of Compton

GASB 75 Disclosures for Fiscal Year Ending June 30, 2023
Based on Roll-Forward of OPEB Valuation as of June 30, 2021

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Version 1.0

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Actuarial Certification

Ms. Sharon Rahban
City of Compton
205 S Willowbrook Ave.
Compton, CA 90220

GovInvest has been engaged by City of Compton to complete an actuarial valuation for the City of Compton OPEB Plan as of June 30, 2021 which will be used as the basis of the financial accounting disclosure for fiscal year ending June 30, 2023 in accordance with GASB Statement No. 75 (Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions).

The purpose of this report is to provide the City with the required information needed for financial statement disclosure purposes. The use of this report for any other purpose may not be appropriate. The content of this report may not be modified, reproduced, or provided to third parties, either in whole or in part, without our permission. GovInvest is not responsible for usage, inference, or misinterpretation of this report by third parties.

Results presented in this report are based on the census data, substantive plan provisions, and healthcare cost information provided by the City and/or their benefit consultants. All information provided has been reviewed for reasonableness and clarifications or corrections have been requested where appropriate. We have not audited the information at the source, and therefore, do not accept responsibility for the accuracy or completeness of the data on which the information is based. Assumptions made related to missing data have been identified in this report. We are satisfied that the information provided is suitable and sufficient for the purpose of the measurement.

The valuation results were prepared using leased actuarial modeling software that produces results consistent with the purpose of this valuation and meets applicable regulatory requirements. The vendor is responsible for the development, maintenance, and improvement of these models. The models include comprehensive technical documentations that outline how the calculations are performed along with sample life outputs that allow the users to confirm with high degree of accuracy how the programmed benefit is applied to an individual with the proposed decrements and other assumptions. The actuarial team loads the participant data, programs the benefit provisions and proposed assumptions into the model and review sample life outputs and results under the supervision of credentialed actuaries who are proficient users of the software. We are not aware of any material limitations in the model nor any material inconsistencies in the assumptions used within the model.

The discount rate, other economic, and demographic assumptions have been selected by the City with our recommendations and concurrence. We believe each assumption is reasonable based on its own merits and in combination represents reasonable expected experience of the Plan. All calculations have been completed in accordance with generally accepted actuarial principles and practices.

Future actuarial measurements may differ significantly from current measurements due to factors such as actual plan experience that differs from that anticipated by the economic and demographic assumptions as well as changes in future assumptions, substantive plan provisions, and/or applicable law. We have not analyzed the potential range of such differences due to the limited scope of our engagement. To our knowledge, there are no significant events prior to the current year's Measurement Date or as of the date of this report that may materially affect the results presented herein.

The undersigned meets the General Qualification Standards of the American Academy of Actuaries for the purpose of issuing Statement of Actuarial Opinion in the United States. Neither GovInvest nor any of its employees have any relationship with the Plan Sponsor that could impair or appear to impair the objectivity of this report.



Nadine Pileggi, ASA, MAAA
December 13, 2023

Section 1: Executive Summary

City of Compton (the "City") sponsors a single-employer defined benefit OPEB plan that provides medical, and prescription drug coverage at retirement. Employees may continue health coverage with the City at retirement for themselves, their spouses, and dependents for life once they meet certain eligibility requirements and as long as required contributions are made.

The results presented in this report are based on a roll-forward of the June 30, 2021 valuation with liabilities and assets measured as of June 30, 2022, for use in the City's accrual-based financial statement for the fiscal year ending June 30, 2023. The City has elected to use the GASB 75 "lookback" method where assets and liabilities are measured as of the prior fiscal year-end but applied to the current fiscal year.

The actuarial valuation is based on substantive plan provisions outlined in Section 5 of the City of Compton GASB 75 Disclosures for fiscal year ending June 30, 2022. The valuation requires assumptions which are briefly listed in Section 5. For complete information on the actuarial methods and assumptions, refer to the City of Compton GASB 75 Disclosures for fiscal year ending June 30, 2022 report.

The Plan Sponsor's next full valuation is as of June 30, 2023 with liabilities and assets measured as of June 30, 2024 for reporting in the Plan Sponsor's accrual-based financial statements for the fiscal year ending June 30, 2024.

Changes Since Prior Valuation

The City's Net OPEB Liability has decreased from $160,603,184 as of June 30, 2021 to $125,361,485 as of June 30, 2022, which is attributable to a combination of the following factors:

1. Lower healthcare cost increase than expected that produces a slight liability decrease.
2. Increase in Single Equivalent Discount Rate (SEDR) based on the updated municipal bond index that produces a liability decrease.

Summary of Results

Presented below is the summary of results for the current fiscal year compared to the prior fiscal year.

Fiscal Years	2022/23	2021/22
Valuation Date (VD)	June 30, 2021	June 30, 2021
Measurement Date (MD)	June 30, 2022	June 30, 2021
Membership Data as of Valuation Date		
Inactive employees or beneficiaries currently receiving benefits	426	426
Inactive employees entitled to but not yet receiving benefits	0	0
Active employees	275	275
Total membership	701	701
Discount Rate at Measurement Date		
Municipal Bond Index Rate	3.69%	1.92%
Long-term Expected Asset Return	0.00%	0.00%
Year in which Fiduciary Net Position is projected to be depleted	N/A	N/A
Single Equivalent Discount Rate (SEDR)	3.69%	1.92%
Net OPEB Liability as of Measurement Date		
Total OPEB Liability (TOL)	$ 125,361,485	$ 160,603,184
Fiduciary Net Position (FNP)	(0)	(0)
Net OPEB Liability (NOL = TOL – FNP)	$ 125,361,485	$ 160,603,184
Funded Status (FNP / TOL)	0.0%	0.0%
OPEB Expense / (Income) by Fiscal Year	$ 2,061,990	$ 12,101,973
Balance of unamortized Deferred Inflows at MD	$ (47,053,111)	$ (27,502,438)
Balance of unamortized Deferred Outflows at MD	$ 21,444,286	$ 34,262,816

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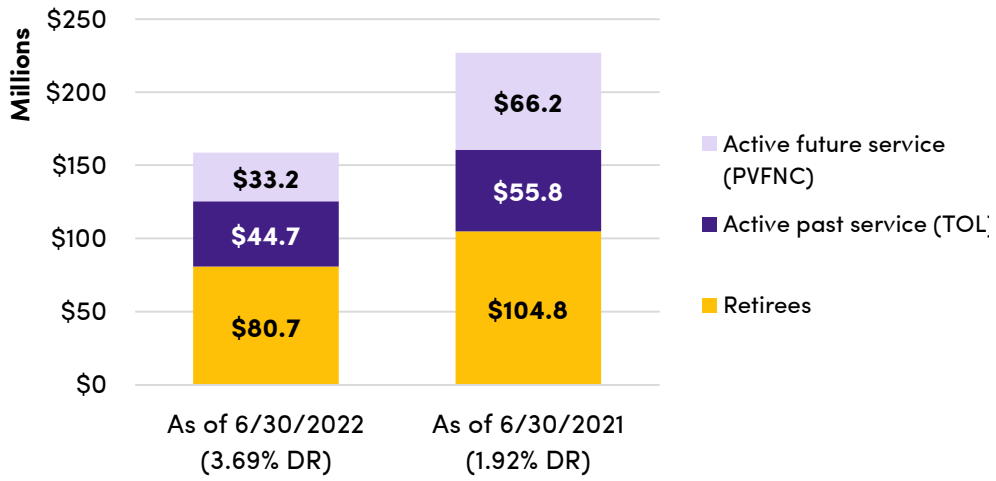
Below is a breakdown of the OPEB liability allocated to past and current service as of the Measurement Date compared to the prior Measurement Date. The liability below includes explicit subsidy (if any) and implicit subsidy. Refer to the Substantive Plan Provisions section for complete information on the City benefit provisions.

Present Value of Future Benefits (PVFB)	As of June 30, 2022	As of June 30, 2021
Active employees	$ 77,839,434	$ 122,020,645
Retired employees	80,694,816	104,799,189
Total PVFB	**$ 158,534,250**	**$ 226,819,834**

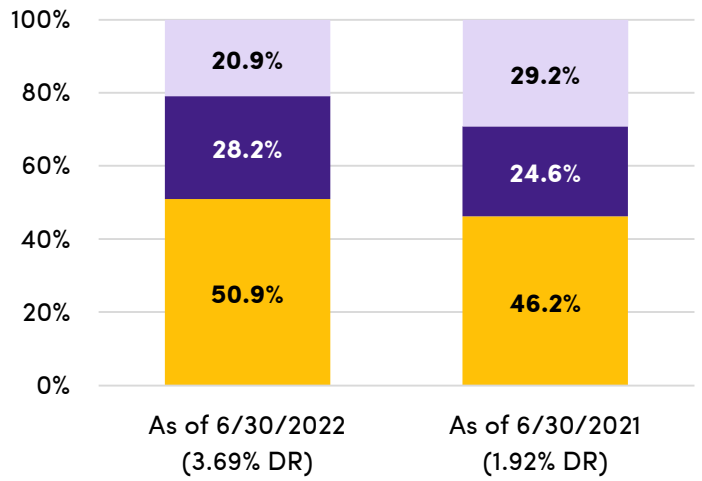
Total OPEB Liability (TOL)	As of June 30, 2022	As of June 30, 2021
Active employees	$ 44,666,669	$ 55,803,995
Retired employees	80,694,816	104,799,189
Total TOL	**$ 125,361,485**	**$ 160,603,184**

	As of June 30, 2022	As of June 30, 2021
Discount Rate	3.69%	1.92%

OPEB Liability Breakdown ($)



OPEB Liability Breakdown (%)



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Section 2: Financial Disclosures

This section provides the necessary accounting disclosures for the 's financial reports as shown in the following tables:

Table 1: Plan Demographics
Table 2: Brief Summary of Assumptions
Table 3: OPEB Expense
Table 4: Net OPEB Liability Sensitivity (Discount Rate)
Table 5: Net OPEB Liability Sensitivity (Healthcare Trend Rates)
Table 6: Historical Deferred Inflows and Outflows
Table 7: Unamortized Balance of Deferred Inflows and Outflows
Table 8: Schedule of Future Amortization of Deferred Inflows and Outflows

Summary of Membership and Assumptions

The table below shows the number of employees covered by the benefit terms as of June 30, 2021.

Table 1 - Plan Demographics

Inactive employees or beneficiaries currently receiving benefits	426
Inactive employees entitled to but not yet receiving benefits	0
Active employees	275
Total membership	701

The Total OPEB Liability (TOL) as of June 30, 2022 was determined using the following actuarial assumptions, applied to all periods included in the measurement, unless otherwise specified. For a complete list of assumptions, refer to Section 5.

Table 2 - Brief Summary of Assumptions

Inflation	2.30%
Payroll growth	2.80% wage inflation plus seniority, merit, and promotion salary increases based on CalPERS Experience Study and Review of Actuarial Assumptions published in November 2021
Investment rate of return	N/A; OPEB plan is unfunded
Discount rate	3.69%
Healthcare trend rates	Based on 2021 Getzen model that reflects actual premium increases through 2023[1], followed by 5.50% (non-Medicare) / 5.30% (Medicare) in 2023, decreasing gradually to an ultimate rate of 4.04%

[1] Actual premium increases from 2021 to 2022 reflected in last year's valuation and from 2022 to 2023 used in this roll-forward report are as follows:

	From 2021 to 2022			From 2022 to 2023			
	Active	Retirees (Medicare Eligible)	Retirees (Medicare Ineligible)	Active	Retirees (Medicare Eligible)		Retirees (Medicare Ineligible)
					Member	Spouse	
Non-Medicare	3.40%	3.60%	2.30%	6.50%	7.10%	7.00%	2.30%
Medicare	-3.10%	-3.40%	N/A	1.00%	0.30%	0.90%	9.50%

OPEB Expense

The table below shows a comparison of the OPEB Expense recognized by the City for the current and prior fiscal years.

Table 3 - OPEB Expense

Fiscal Years	2022/23	2021/22
SEDR as of beginning of year	1.92%	2.45%
SEDR as of end of year	3.69%	1.92%
Service Cost	$ 5,135,083	$ 5,636,782
Interest on TOL and Service Cost	3,133,609	4,226,872
Changes of benefit terms	0	0
Projected earnings on OPEB Plan investments	0	0
OPEB Plan administrative expenses net of all revenues	0	0
Current period recognition of Deferred Inflows / Outflows of Resources		
Difference between expected and actual experience in the TOL	$ (9,099,277)	$ (8,414,357)
Changes of assumptions or other inputs	2,892,575	10,652,676
Net difference between the projected and actual earnings on OPEB Plan investments	0	0
Other	0	0
Total current period recognition	$ (6,206,702)	$ 2,238,319
OPEB Expense	$ 2,061,990	$ 12,101,973

Schedule of Changes in Net OPEB Liability

Fiscal Year Ending June 30	2023	2022	2021	2020	2019
Measurement Period Ending June 30	**2022**	**2021**	**2020**	**2019**	**2018**
Total OPEB Liability (TOL)					
Service Cost	$ 5,135,083	$ 5,636,782	$ 4,575,441	$ 3,785,637	$ 3,731,074
Interest on TOL and Service Cost	3,133,609	4,226,872	4,744,124	4,858,489	4,730,536
Changes of benefit terms	0	0	0	0	0
Difference between expected & actual experience	(2,739,681)	(36,390,352)	(135,090)	2,970,500	0
Changes of assumptions or other inputs	(35,687,653)	22,913,092	15,907,862	9,929,633	(2,374,728)
Benefit payments	(5,083,057)[2]	(5,311,479)	(5,116,139)	(4,837,893)	(4,780,662)
Net change in TOL	**$ (35,241,699)**	**$ (8,925,085)**	**$ 19,976,198**	**$ 16,706,366**	**$ 1,306,220**
TOL – beginning	**$ 160,603,184**	**$ 169,528,269**	**$ 149,552,071**	**$ 132,845,705**	**$ 131,539,485**
TOL – ending	**$ 125,361,485**	**$ 160,603,184**	**$ 169,528,269**	**$ 149,552,071**	**$ 132,845,705**
Plan Fiduciary Net Position (FNP)					
Contributions – employer	$ 5,083,057	$ 5,311,479	$ 5,116,139	$ 4,837,893	$ 4,780,662
Contributions – employees	0	0	0	0	0
Benefit payments	(5,083,057)	(5,311,479)	(5,116,139)	(4,837,893)	(4,780,662)
Net investment income	0	0	0	0	0
Trust administrative expenses	0	0	0	0	0
Net change in Plan FNP	**$ 0**	**$ 0**	**$ 0**	**$ 0**	**$ 0**
FNP – beginning	**$ 0**	**$ 0**	**$ 0**	**$ 0**	**$ 0**
FNP – ending	**$ 0**	**$ 0**	**$ 0**	**$ 0**	**$ 0**
Net OPEB Liability – ending	**$ 125,361,485**	**$ 160,603,184**	**$ 169,528,269**	**$ 149,552,071**	**$ 132,845,705**
FNP as % of TOL	0.0%	0.0%	0.0%	0.0%	0.0%
Covered-employee payroll – measurement period	$ 17,961,304	$ 18,267,199	$ 27,932,602	$ 24,225,987	$ 21,348,829
NOL as % of covered payroll	698.0%	879.2%	606.9%	617.3%	622.3%

[2] Based on explicit benefit payment of $3,812,791 and estimated implicit subsidy payment of $1,270,266.

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Schedule of Changes in Net OPEB Liability (Continued)

Fiscal Year Ending June 30	2018
Measurement Period Ending June 30	**2017**
Total OPEB Liability (TOL)	
Service Cost	$ 4,163,800
Interest on TOL and Service Cost	4,156,698
Changes of benefit terms	0
Difference between expected & actual experience	0
Changes of assumptions or other inputs	(12,626,584)
Benefit payments	(4,686,600)
Net change in TOL	**$ (8,992,686)**
TOL – beginning	**$ 140,532,171**
TOL – ending	**$ 131,539,485**
Plan Fiduciary Net Position (FNP)	
Contributions – employer	$ 4,686,600
Contributions – employees	0
Benefit payments	(4,686,600)
Net investment income	0
Trust administrative expenses	0
Net change in Plan FNP	**$ 0**
FNP – beginning	**$ 0**
FNP – ending	**$ 0**
Net OPEB Liability – ending	**$ 131,539,485**
FNP as % of TOL	0.0%
Covered-employee payroll – measurement period	$ 21,284,889
NOL as % of covered payroll	618.0%

Net OPEB Liability Sensitivity

The following presents the Net OPEB Liability of the City, as well as what the City's Net OPEB Liability would be if it were calculated using a discount rate that is 1-percentage-point lower or 1-percentage-point higher than the current discount rate as of June 30, 2022.

Table 4 - Net OPEB Liability Sensitivity (Discount Rate)

	1% Decrease (2.69%)	Discount Rate (3.69%)	1% Increase (4.69%)
Net OPEB Liability / (Asset)	$ 143,811,163	$ 125,361,485	$ 110,387,898

The following presents the Net OPEB Liability of the City, as well as what the City's Net OPEB Liability would be if it were calculated using healthcare cost trend rates that are 1-percentage-point lower or 1-percentage-point higher than the current healthcare cost trend rates as of June 30, 2022.

Table 5 - Net OPEB Liability Sensitivity (Healthcare Trend Rates)

	1% Decrease	Healthcare Trend Rates[3]	1% Increase
Net OPEB Liability / (Asset)	$ 108,199,459	$ 125,361,485	$ 146,816,349

[3] Comparison of Baseline, 1% Decrease, and 1% Increase in healthcare trend rates assumptions are as shown below. Refer to Section 5 on the actual premium increases from 2021 to 2022 reflected in last year's valuation and from 2022 to 2023 used in this roll-forward report.

Periods	1% Decrease	Baseline	1% Increase
Non-Medicare	Actual premium increases through 2023 less 1% followed by 4.50% decreasing to 3.04% ultimate rate by 2075	Actual premium increases through 2023 followed by 5.50% decreasing to 4.04% ultimate rate by 2075	Actual premium increases through 2023 plus 1% followed by 6.50% decreasing to 5.04% ultimate rate by 2075
Medicare	Actual increases through 2023 less 1% followed by 4.30% decreasing to 3.04% ultimate rate by 2075	Actual premium increases through 2023 followed by 5.30% decreasing to 4.04% ultimate rate by 2075	Actual increases through 2023 plus 1% followed 6.30% decreasing to 5.04% ultimate rate by 2075

Deferred Inflows and Deferred Outflows of Resources Related to OPEB

The tables below show changes in the Net OPEB Liability that have not been included in the OPEB expense for the following items:

1. Differences between expected and actual experience of the OPEB plan
2. Changes in assumptions
3. Differences between projected and actual earnings on the OPEB plan investments

The initial amortization base for the first two items above are amortized linearly over the average expected remaining service lives of active and inactive employees. The difference between projected and actual earnings on the OPEB plan investments is amortized linearly over five years.

Table 6 - Historical Deferred Inflows and Outflows

Differences between expected and actual experience

Measurement Period Ending	Fiscal Year Ending	Initial Balance	Initial Amortization Period	Annual Recognition	Recognized in OPEB Expense through June 30, 2022	Unamortized Balance as of June 30, 2022
6/30/2018	6/30/2019	$ 0	N/A	$ 0	$ 0	$ 0
6/30/2019	6/30/2020	$ 2,970,500	4.15	$ 715,783	$ 2,863,132	$ 107,368
6/30/2020	6/30/2021	$ (135,090)	4.15	$ (32,552)	$ (97,656)	$ (37,434)
6/30/2021	6/30/2022	$ (36,390,352)	4.00	$ (9,097,588)	$ (18,195,176)	$ (18,195,176)
6/30/2022	6/30/2023	$ (2,739,681)	4.00	$ (684,920)	$ (684,920)	$ (2,054,761)

Changes in assumptions or other inputs

Measurement Period Ending	Fiscal Year Ending	Initial Balance	Initial Amortization Period	Annual Recognition	Recognized in OPEB Expense through June 30, 2022	Unamortized Balance as of June 30, 2022
6/30/2018	6/30/2019	$ (2,374,728)	4.25	$ (139,688)	$ (2,374,730)	$ 0
6/30/2019	6/30/2020	$ 9,929,633	4.15	$ 2,392,683	$ 9,570,732	$ 358,901
6/30/2020	6/30/2021	$ 15,907,862	4.15	$ 3,833,220	$ 11,499,660	$ 4,408,202
6/30/2021	6/30/2022	$ 22,913,092	4.00	$ 5,728,273	$ 11,456,546	$ 11,456,546
6/30/2022	6/30/2023	$ (35,687,653)	4.00	$ (8,921,913)	$ (8,921,913)	$ (26,765,740)

Differences between projected and actual earnings on OPEB plan investments

Measurement Period Ending	Fiscal Year Ending	Initial Balance	Initial Amortization Period	Annual Recognition	Recognized in OPEB Expense through June 30, 2022	Unamortized Balance as of June 30, 2022
6/30/2018	6/30/2019	$ 0	5.00	$ 0	$ 0	$ 0
6/30/2019	6/30/2020	$ 0	5.00	$ 0	$ 0	$ 0
6/30/2020	6/30/2021	$ 0	5.00	$ 0	$ 0	$ 0
6/30/2021	6/30/2022	$ 0	5.00	$ 0	$ 0	$ 0
6/30/2022	6/30/2023	$ 0	5.00	$ 0	$ 0	$ 0

The table below shows the unamortized balance of Deferred Inflows and Outflows of Resources as of June 30, 2022 for financial statement disclosure for the fiscal year ending June 30, 2023.

Table 7 - Unamortized Balance of Deferred Inflows and Outflows

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ 107,368	$ (20,287,371)
Changes in assumptions or other inputs	16,223,649	(26,765,740)
Net difference between projected and actual earnings on OPEB plan investments	0	0
Employer contribution subsequent to the Measurement Date	5,113,269[4]	0
Total	**$ 21,444,286**	**$ (47,053,111)**

Schedule of future annual amortizations of Deferred Inflows and Outflows that will be recognized in future OPEB expense is as shown below.

Table 8 - Schedule of Future Deferred Inflows and Outflows Amortization

Measurement Period Ending	Amounts
2023	$ (8,709,211)
2024	$ (12,406,048)
2025	$ (9,606,835)
2026	$ 0
2027	$ 0
Thereafter	$ 0

[4] Based on actual benefit payment of $5,113,269 (including implicit subsidy credit).

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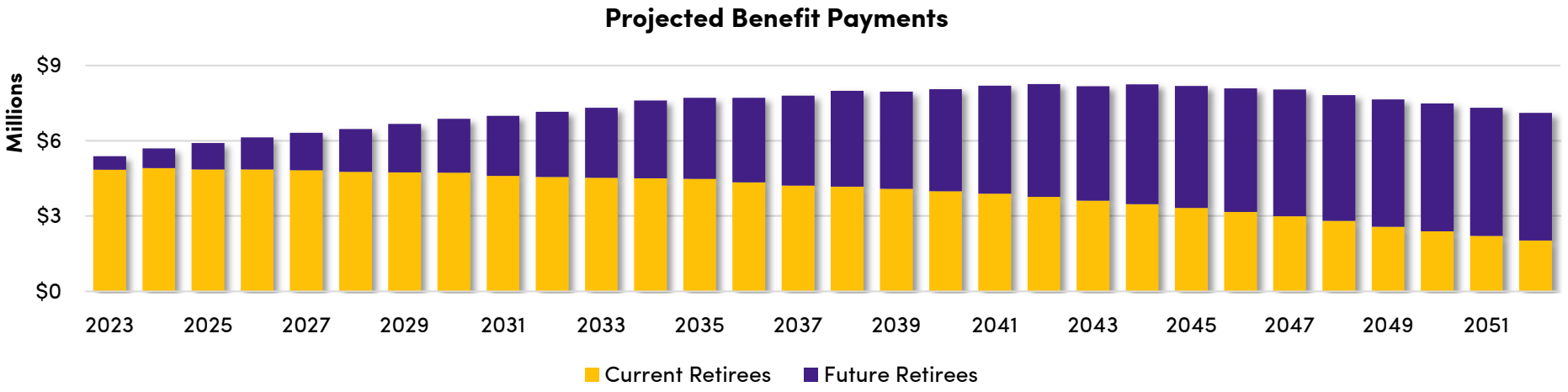
Section 3: Projected Benefit Payments

The below table shows the projected benefit payments for the next 30 years for a closed group of participants (both active employees and existing retirees) who are included in the census data as of June 30, 2021. This exhibit is provided for informational purposes only and is not a required disclosure under GASB 75. Projected benefit payments below include both explicit (if any) and implicit subsidies (as applicable).

FYE	Future Retirees	Current Retirees	Total[5]
2023	$ 504,334	$ 4,608,935	$ 5,113,269
2024	$ 789,275	$ 4,906,218	$ 5,695,493
2025	$ 1,052,777	$ 4,858,473	$ 5,911,250
2026	$ 1,269,926	$ 4,860,110	$ 6,130,036
2027	$ 1,485,540	$ 4,824,728	$ 6,310,268
2028	$ 1,697,508	$ 4,763,460	$ 6,460,968
2029	$ 1,930,288	$ 4,738,389	$ 6,668,677
2030	$ 2,138,947	$ 4,728,357	$ 6,867,304
2031	$ 2,387,396	$ 4,600,341	$ 6,987,737
2032	$ 2,593,614	$ 4,552,419	$ 7,146,033

FYE	Future Retirees	Current Retirees	Total
2033	$ 2,785,692	$ 4,519,419	$ 7,305,111
2034	$ 3,105,182	$ 4,498,182	$ 7,603,364
2035	$ 3,229,054	$ 4,481,745	$ 7,710,799
2036	$ 3,363,941	$ 4,342,460	$ 7,706,401
2037	$ 3,583,903	$ 4,212,909	$ 7,796,812
2038	$ 3,809,009	$ 4,174,191	$ 7,983,200
2039	$ 3,870,424	$ 4,088,092	$ 7,958,516
2040	$ 4,058,507	$ 3,991,777	$ 8,050,284
2041	$ 4,307,713	$ 3,885,722	$ 8,193,435
2042	$ 4,488,626	$ 3,767,079	$ 8,255,705

FYE	Future Retirees	Current Retirees	Total
2043	$ 4,548,849	$ 3,614,769	$ 8,163,618
2044	$ 4,765,400	$ 3,475,439	$ 8,240,839
2045	$ 4,848,960	$ 3,324,736	$ 8,173,696
2046	$ 4,916,121	$ 3,164,520	$ 8,080,641
2047	$ 5,050,922	$ 2,991,615	$ 8,042,537
2048	$ 5,002,299	$ 2,811,915	$ 7,814,214
2049	$ 5,073,968	$ 2,572,175	$ 7,646,143
2050	$ 5,092,339	$ 2,387,507	$ 7,479,846
2051	$ 5,107,457	$ 2,205,600	$ 7,313,057
2052	$ 5,081,990	$ 2,028,526	$ 7,110,516



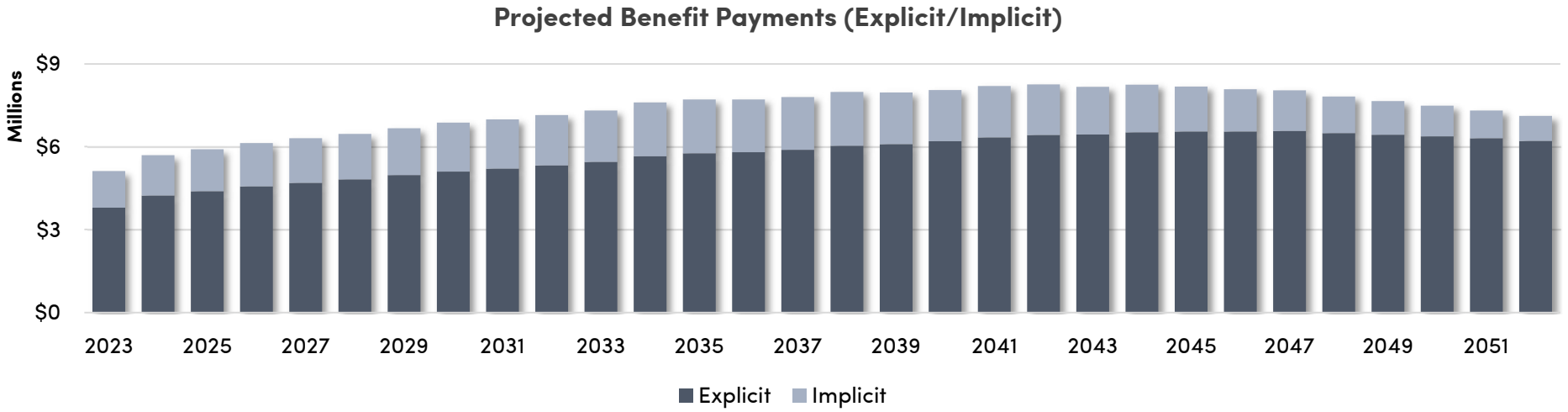
[5] Total benefit payment for FYE 6/30/2023 is based on explicit benefit payment of $3,792,444 and estimated implicit subsidy payment of $1,320,825. The benefit payment split between future and existing retirees has been estimated by our valuation software.

The following table splits the projected benefit payments for the next 30 years between the explicit and implicit subsidies for a closed group of participants (both active employees and existing retirees) who are included in the census data as of June 30, 2021.

FYE	Explicit[6]	Implicit	Total
2023	$ 3,792,444	$ 1,320,825	$ 5,113,269
2024	$ 4,226,891	$ 1,468,602	$ 5,695,493
2025	$ 4,391,475	$ 1,519,775	$ 5,911,250
2026	$ 4,558,611	$ 1,571,425	$ 6,130,036
2027	$ 4,692,900	$ 1,617,368	$ 6,310,268
2028	$ 4,819,902	$ 1,641,066	$ 6,460,968
2029	$ 4,970,558	$ 1,698,119	$ 6,668,677
2030	$ 5,102,383	$ 1,764,921	$ 6,867,307
2031	$ 5,208,390	$ 1,779,347	$ 6,987,737
2032	$ 5,321,078	$ 1,824,955	$ 7,146,033

FYE	Explicit	Implicit	Total
2033	$ 5,450,272	$ 1,854,839	$ 7,305,111
2034	$ 5,649,855	$ 1,953,509	$ 7,603,364
2035	$ 5,761,023	$ 1,949,776	$ 7,710,799
2036	$ 5,794,911	$ 1,911,490	$ 7,706,401
2037	$ 5,888,172	$ 1,908,640	$ 7,796,812
2038	$ 6,029,314	$ 1,953,886	$ 7,983,200
2039	$ 6,089,144	$ 1,869,372	$ 7,958,516
2040	$ 6,199,196	$ 1,851,088	$ 8,050,284
2041	$ 6,332,690	$ 1,860,745	$ 8,193,435
2042	$ 6,419,242	$ 1,836,463	$ 8,255,705

FYE	Explicit	Implicit	Total
2043	$ 6,444,546	$ 1,719,072	$ 8,163,618
2044	$ 6,524,540	$ 1,716,299	$ 8,240,839
2045	$ 6,548,371	$ 1,625,325	$ 8,173,696
2046	$ 6,545,266	$ 1,535,375	$ 8,080,641
2047	$ 6,570,860	$ 1,471,677	$ 8,042,537
2048	$ 6,493,587	$ 1,320,627	$ 7,814,214
2049	$ 6,436,794	$ 1,209,349	$ 7,646,143
2050	$ 6,373,456	$ 1,106,390	$ 7,479,846
2051	$ 6,303,226	$ 1,009,831	$ 7,313,057
2052	$ 6,212,731	$ 897,785	$ 7,110,516



[6] Explicit benefit payment for FYE 6/30/2023 is based on the actual retiree healthcare expenses paid by the City.

Section 4: Substantive Plan Provisions

Changes Since Prior Valuation

There are no plan provision changes reflected in this roll-forward report. For complete description of substantive plan provisions, refer to the City of Compton GASB 75 Disclosures for fiscal year ending June 30, 2022 report. Roll-forward valuation results shown in this report have been projected from the prior year's valuation, with adjustments for actual premium and contribution changes since the prior year.

Premium Rates

Monthly non-Medicare premium rates used in the valuation effective on January 1, 2021 and 2022 are shown below.

Regions	Non-Medicare Plans	As of January 1, 2021			As of January 1, 2022		
		Single	2-Party	Family	Single	2-Party	Family
Region 1	PERS Choice[7]	$ 935.84	$ 1,871.68	$ 2,433.18	$ 1,057.01	$ 2,114.02	$ 2,748.23
Region 2	BS Access+	$ 938.96	$ 1,877.92	$ 2,441.30	$ 900.22	$ 1,800.44	$ 2,340.57
	Kaiser Permanente	$ 669.77	$ 1,339.54	$ 1,741.40	$ 706.02	$ 1,412.04	$ 1,835.65
	PERS Choice[7]	$ 783.19	$ 1,566.38	$ 2,036.29	$ 882.18	$ 1,764.36	$ 2,293.67
	PERS Select[8]	$ 476.92	$ 953.84	$ 1,239.99	$ 587.78	$ 1,175.56	$ 1,528.23
	PORAC	$ 749.00	$ 1,499.00	$ 1,960.00	$ 775.00	$ 1,550.00	$ 2,010.00
Region 3	Anthem BC Select	$ 639.10	$ 1,278.20	$ 1,661.66	$ 676.48	$ 1,352.96	$ 1,758.85
	Anthem BC Traditional	$ 984.21	$ 1,968.42	$ 2,558.95	$ 935.57	$ 1,871.14	$ 2,432.48
	BS Access+	$ 834.88	$ 1,669.76	$ 2,170.69	$ 779.87	$ 1,559.74	$ 2,027.66
	Blue Shield Trio	$ 660.49	$ 1,320.98	$ 1,717.27	$ 668.13	$ 1,336.26	$ 1,737.14
	Health Net Salud y Mas	$ 412.88	$ 825.76	$ 1,073.49	$ 463.87	$ 927.74	$ 1,206.06
	Health Net SmartCare	$ 691.48	$ 1,382.96	$ 1,797.85	$ 764.96	$ 1,529.92	$ 1,988.90
	Kaiser Permanente	$ 669.84	$ 1,339.68	$ 1,741.58	$ 719.78	$ 1,439.56	$ 1,871.43
	PERS Choice[7]	$ 761.23	$ 1,522.46	$ 1,979.20	$ 863.37	$ 1,726.74	$ 2,244.76
	PERS Select[8]	$ 459.94	$ 919.88	$ 1,195.84	$ 575.56	$ 1,151.12	$ 1,496.46
	PERS Care[7]	$ 1,036.07	$ 2,072.14	$ 2,693.78	$ 863.37	$ 1,726.74	$ 2,244.76
	PORAC	$ 725.00	$ 1,450.00	$ 1,894.00	$ 775.00	$ 1,475.00	$ 1,894.00
	United Healthcare[9]	$ 725.00	$ 1,450.00	$ 1,894.00	$ 771.85	$ 1,543.70	$ 2,006.81
Out of State	Kaiser Permanente	$ 1,040.15	$ 2,080.30	$ 2,704.38	$ 1,138.95	$ 2,277.90	$ 2,961.27
	PERS Care[7]	$ 1,008.08	$ 2,016.16	$ 2,621.01	$ 847.71	$ 1,695.42	$ 2,204.05
	PERS Choice[7]	$ 760.17	$ 1,520.34	$ 1,976.44	$ 847.71	$ 1,695.42	$ 2,204.05

[7] PERS Platinum rates shown as of January 1, 2022.
[8] PERS Gold rates shown as of January 1, 2022.
[9] United Healthcare SignatureValue Alliance (SVA) rates shown as of January 1, 2022.

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Premium Rates (Cont'd)

This roll-forward report reflects actual premium changes from 2022 to 2023. Non-Medicare premium rates as of January 1, 2023 used to determine the trend adjustments are as shown below.

Regions	Non-Medicare Plans	Single	2-Party	Family
Region 1	PERS Platinum	$ 1,200.12	$ 2,400.24	$ 3,120.31
Region 2	BS Access+ HMO	$ 842.61	$ 1,685.22	$ 2,190.79
	Kaiser Permanente	$ 756.21	$ 1,512.42	$ 1,966.15
	PERS Platinum	$ 1,014.80	$ 2,029.60	$ 2,638.48
	PERS Gold	$ 695.93	$ 1,391.86	$ 1,809.42
	PORAC	$ 820.00	$ 1,650.00	$ 2,100.00
Region 3	Anthem BC Select	$ 737.91	$ 1,475.82	$ 1,918.57
	Anthem BC Traditional	$ 942.73	$ 1,885.46	$ 2,451.10
	BS Access+ HMO	$ 738.29	$ 1,476.58	$ 1,919.55
	Blue Shield Trio	$ 661.49	$ 1,322.98	$ 1,719.87
	Health Net Salud y Mas	$ 606.34	$ 1,212.68	$ 1,576.48
	Health Net SmartCare	$ 755.29	$ 1,510.58	$ 1,963.75
	Kaiser Permanente	$ 754.64	$ 1,509.28	$ 1,962.06
	PERS Platinum	$ 992.59	$ 1,985.18	$ 2,580.73
	PERS Gold	$ 680.37	$ 1,360.74	$ 1,768.96
	PORAC	$ 820.00	$ 1,600.00	$ 2,100.00
	United Healthcare SVA	$ 790.46	$ 1,580.92	$ 2,055.20
Out of State	Kaiser Permanente	$ 1,155.43	$ 2,310.86	$ 3,004.12
	PERS Platinum	$ 1,003.90	$ 2,007.80	$ 2,610.14

Premium Rates (Cont'd) Monthly Medicare premium rates used in the valuation effective on January 1, 2021 and 2022 are as shown below.

Medicare Plans	As of January 1, 2021			As of January 1, 2022		
	Single	2-Party	Family	Single	2-Party	Family
Anthem BC Medicare Preferred	$ 383.37	$ 766.74	$ 1,150.11	$ 360.19	$ 720.38	$ 1,080.57
Anthem BC Select Medicare Preferred	$ 383.37	$ 766.74	$ 1,150.11	$ 360.19	$ 720.38	$ 1,080.57
Kaiser Permanente Senior Advantage	$ 324.48	$ 648.96	$ 973.44	$ 302.53	$ 605.06	$ 907.59
Kaiser Permanente Senior Advantage (OOS)	$ 317.48	$ 634.96	$ 952.44	$ 295.52	$ 591.04	$ 886.56
PERS Care Medicare Supplement[10]	$ 381.25	$ 762.50	$ 1,143.75	$ 381.94	$ 763.88	$ 1,145.82
PERS Choice Medicare Supplement[10]	$ 349.97	$ 699.94	$ 1,049.91	$ 381.94	$ 763.88	$ 1,145.82
PERS Select Medicare Supplement[11]	$ 381.25	$ 762.50	$ 1,143.75	$ 377.41	$ 754.82	$ 1,132.23
PORAC Medicare Supplement	$ 513.00	$ 1,022.00	$ 1,635.00	$ 461.00	$ 919.00	$ 1,471.00
UHC Medicare Advantage	$ 311.56	$ 623.12	$ 934.68	$ 294.65	$ 589.30	$ 883.95

[10] PERS Platinum Medicare Supplement rates shown as of January 1, 2022.
[11] PERS Gold Medicare Supplement rates shown as of January 1, 2022.

Premium Rates (Cont'd)

This roll-forward report reflects actual premium changes from 2022 to 2023. Medicare premium rates as of January 1, 2023 used to determine the trend adjustments are as shown below.

Medicare Plans	Single	2-Party	Family
Anthem Medicare Preferred PPO	$ 413.59	$ 827.18	$ 1,240.77
Kaiser Permanente Senior Advantage	$ 283.25	$ 566.50	$ 849.75
Kaiser Permanente Senior Advantage (OOS)	$ 274.03	$ 548.06	$ 822.09
PERS Platinum Medicare Supplement	$ 420.02	$ 840.04	$ 1,260.06
PERS Gold Medicare Supplement	$ 392.71	$ 785.42	$ 1,178.13
PORAC Medicare Supplement	$ 465.00	$ 1,030.00	$ 1,395.00
UHC Medicare Advantage PPO	$ 299.68	$ 599.36	$ 899.04

Section 5: Brief Summary of Actuarial Methods and Assumptions

Changes Since Prior Valuation

All actuarial methods and assumptions used in this year's roll-forward report are the same as those used in the City of Compton GASB 75 Disclosures for fiscal year ending June 30, 2022, except as noted below. Refer to the City of Compton GASB 75 Disclosures for fiscal year ending June 30, 2022 report for complete description of actuarial methods and assumptions.

Actuary's Notes

The following assumptions have been updated since the prior valuation:

1. The Single Equivalent Discount Rate (SEDR) has been increased from 1.92% as of June 30, 2021 to 3.69% as of June 30, 2022 based on updated municipal bond index, which caused a decrease in the liability.
2. Second year health care trend rates have been updated to reflect actual premium increases from 2022 to 2023 as shown below, which caused a decrease in the liability.

	Active	Retirees (Medicare Eligible)		Retirees (Medicare Ineligible)
		Member	Spouse	
Non-Medicare	6.50%	7.10%	7.00%	2.30%
Medicare	1.00%	0.30%	0.90%	9.50%

Valuation Date June 30, 2021

Measurement Date June 30, 2022

Reporting Period Fiscal year ending June 30, 2023

Discount Rate For accounting disclosure: 3.69% as of June 30, 2022 and 1.92% as of June 30, 2021

Refer to the Discussion of Discount Rate section for additional information on the discount rate setting.

Actuarial Cost Method

Entry Age Normal Level Percentage of Pay; a method that allocates the actuarial present value of the projected benefits of each individual on a level basis over the earnings of the individual between entry age and assumed exit age(s).

- The portion allocated to a valuation year is called the Normal Cost.
- The portion allocated to past periods is called the Actuarial Accrued Liability (AAL) or Total OPEB Liability (TOL).

Trend Rates

Historically, health care costs have increased more rapidly than the rate of inflation. In estimating the value of retiree health benefits, assumptions must be made on future increases in healthcare costs. The health care trend rates assumption used in this valuation is based on the Getzen Model of Long-Run Medical Cost Trends, which was first designed by T.E. Getzen for the Society of Actuaries (SOA) in 2007. The model is designed to make long-run forecasts and typically used to select medical trend assumptions for retiree medical valuations to present liabilities disclosed under the appropriate accounting standards, or to determine contributions under a funding policy. The long-run baseline projection and input variables were developed under the guidance of the SOA Project Oversight Group. The model is updated annually along with updated documentation and recommended input variables by the author of the model.

The baseline assumptions used in the Getzen model are as shown in the table below.

Inflation Rate	2.5%
Real GDP Per Capita Growth	1.5%
Excess Medical Cost Growth	1.1%
Health Share of GDP Resistance Point	25.0%
Year for Limiting Cost Growth to GDP Growth	2075

Trend Rates (Cont'd) The output of the Getzen Model of Long-Run Medical Cost Trend Model used in the valuation is as shown below.

Year	Trends	Medicare
2021	Actual[12]	Actual[12]
2022	Actual[12]	Actual[12]
2023	5.50%	5.30%
2024	5.40%	5.20%
2025	5.36%	5.20%
2030	5.18%	5.18%

Year	Trends	Medicare
2035	5.18%	5.18%
2040	5.18%	5.18%
2050	5.18%	5.18%
2060	4.83%	4.83%
2070	4.38%	4.38%
2075+	4.04%	4.04%

Discussion of Discount Rates

Under GASB 75, the discount rate used in valuing OPEB liabilities as of the Measurement Date for an unfunded plan is a single rate that reflects a yield or index rate for 20-year tax-exempt general obligation municipal bonds with an average rating of AA/Aa or higher (or equivalent quality on another rating scale). For the current year's valuation, the municipal bond index as of the prior and current Measurement Dates are as shown below.

Index	June 30, 2022	June 30, 2021
Fidelity GO AA 20 Years Municipal Index	3.69%	1.92%

The final equivalent single discount rate for accounting disclosure as of June 30, 2022 is 3.69%.

[12] Actual premium increases from 2021 to 2022 reflected in last year's valuation and from 2022 to 2023 used in this roll-forward report are as follows:

	From 2021 to 2022			From 2022 to 2023			
	Active	Retirees (Medicare Eligible)	Retirees (Medicare Ineligible)	Active	Retirees (Medicare Eligible)		Retirees (Medicare Ineligible)
					Member	Spouse	
Non-Medicare	3.40%	3.60%	2.30%	6.50%	7.10%	7.00%	2.30%
Medicare	-3.10%	-3.40%	N/A	1.00%	0.30%	0.90%	9.50%

Appendix – Glossary

1. **Active Employees** – Individuals employed at the end of the reporting or measurement period, as applicable.
2. **Actuarial Cost Method** – A method to allocate the Actuarial Present Value of Future Benefits into portions attributed to past service (Total OPEB Liability) and future service (Normal Cost).
3. **Actuarial Present Value of Future Benefits –** Projected benefit payments estimated to be payable through the OPEB plan to current active and inactive employees as a result of their past service and their expected future service, discounted to reflect the expected effects of time value (present value) of money and the probabilities of payment (which is contingent on events such as death, termination, retirement, etc). In other words, this is the amount that would have been invested as of the Valuation Date so that it is sufficient to pay for benefit payments when due.
4. **Deferred Inflows** – Gains in the Total OPEB Liability and Fiduciary Net Position (for funded plan only) due to be recognized in the future.
5. **Deferred Outflows** – Losses in the Total OPEB Liability and Fiduciary Net Position (for funded plan only) due to be recognized in the future.
6. **Defined Benefit OPEB –** OPEB for which the benefits that the employee will receive at or after separation from employment are defined by the benefit terms. The OPEB may be stated as (a) a specified dollar amount; (b) an amount that is calculated
7. **Entry Age Actuarial Cost Method –** A method that allocates the actuarial present value of the projected benefits of each individual on a level basis over the earnings or service of the individual between entry age and assumed exit age(s).
    - The portion allocated to a valuation year is called the Normal Cost.
    - The portion allocated to past periods is called the Total OPEB Liability.
    - The portion allocated to future periods after the valuation date is called the Present Value of Future Normal Costs.
8. **Fiduciary Net Position –** OPEB plan assets in a secure Trust that meet the following criteria:
    - Contributions from employers to the OPEB plan and earnings on those contributions are irrevocable.
    - OPEB plan assets are dedicated to providing OPEB to plan members in accordance with the benefit terms.
    - OPEB Plan assets are legally protected from the creditors of employers, OPEB plan administrator, and creditors of the plan members.
9. **Funded Ratio –** The value of the asset expressed as a percentage of the Total OPEB Liability.

10. **Healthcare Cost Trend Rates –** The rates of change in per capita health claims costs over time as a result of factors such as medical inflation, utilization of healthcare services, plan design, and technological developments.
11. **Inactive Employees –** Individuals no longer employed by an employer in the OEPB plan or the beneficiaries of those individuals. Inactive employees also include individuals who have accumulated benefits under the terms of an OPEB plan but are not yet receiving benefit payments and individuals currently receiving benefits.
12. **Net OPEB Liability –** The difference between the Total OPEB Liability and the Fiduciary Net Position.
13. **Payroll Growth –** An actuarial assumption on the rate of future increase in the total coverage payroll attributable to wage inflation and productivity increase; used in the Actuarial Cost Method to determine the Total OPEB Liability.
14. **Plan Members –** Individuals covered by the terms of the OPEB plan, which would typically include employees in active service, terminated employees who have terminated service but are not yet receiving benefit payments, and retired employees who are currently receiving benefits.
15. **Other Postemployment Benefits (OPEB) –** Benefits such as death benefits, life insurance, disability, and long-term care, as well as healthcare benefits (medical, prescription drug, dental, vision, and other health-related benefits), that are paid in the period after employment and that are provided separately from a pension plan regardless of the manner in which they are provided. OPEB does not include termination benefits or termination payments for sick leave.
16. **Service Cost (Normal Cost) –** The portion of actuarial present value of projected benefit payments that are attributed to a 12-month period after a valuation date as determined by the Actuarial Cost Method.
17. **Total OPEB Liability –** The portion of the actuarial present value of projected benefit payments that is attributed to past periods of employee service as of the valuation date as determined by the Actuarial Cost Method.



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PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
GOVINVEST

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 **GOVINVEST.** (hereinafter referred to as **"Consultant"**), located at (8605 Santa Monica Blvd. PMB 52465 West Hollywood, CA 90069-4109)

RECITALS:

WHEREAS, the City has determined that it will be prudent to engage the services of a professional and experienced Consultant to assist (Labor Costing, Pension, OPEB and GASB Reporting Software and Services); and

WHEREAS, Consultant warrants that it is specifically trained, experienced, competent, and has the resources to provide such services which will be required by this 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 (Labor Costing, Pension, OPEB and GASB Reporting Software and Services). Professional services shall include, but not be limited to, the Task(s) indicated below:

Task(s) – (Labor Costing, Pension, OPEB and GASB Reporting Software and Services):

GovInvest is pleased to partner with Compton to deliver a comprehensive suite of services tailored to meet the Client's needs in Labor Costing, Pension, OPEB, and associated support. Below is an outline of the specific services we will be providing:

- An online software platform for calculating labor-related expenses useful for budgeting and union contract negotiations. Features include:
    - Uploading salary schedules and compensation bands.
    - Modeling costs such as COLAs, special pays, pensions, healthcare, and taxes.
    - On-the-fly cost configuration and comparison against a baseline.
    - Running turn-key cost scenarios for side-by-side comparison.

    - Filtering proposal results by sub-groups for demographic reporting.
- A platform for projecting liabilities, assets, and contributions for pension and general plan management. The platform includes tools to model scenarios based on changes to inputs.
- A similar platform for projecting OPEB liabilities, assets, and employer/employee contributions, with capabilities to model various scenarios.
- Dedicated software implementation specialists who will assist with:
- Configuration, validation, and training on the software.
- Data file collection for populating the platform.
- Ongoing support for the Client's identified stakeholders.
- Annual GASB 75 Report and GASB 68 Accounting Footnotes
- Managed Services of up to 28 hours of Senior Consultant support for policy drafting, review, and presentation.
    - Investment Return Management: GovInvest's consultants will provide strategic guidance to optimize the city's pension fund returns, ensuring sustainable growth and stability.
    - Pension Policy Strategy Development: GovInvest's team will assist in crafting comprehensive pension policies that align with the city's long-term goals, balancing financial health with employee benefits.
    - Internal and External Meetings: GovInvest will facilitate and participate in meetings with city officials, offering expert insights to inform decision-making and build consensus, ensuring smooth implementation of policies.

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.

(**Max Stoff)** 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 anticipate that **Consultant's services will be completed by June 30th, 2027, with an option to renew for two more years.**

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 **One Hundred Seventy Thousand, Two Hundred Ninety-Two Dollars and Twenty-One Cents ($170,292.21).**

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, agents or volunteer of the City. Consultant shall obtain no rights to retirement, health care or any other benefit that accrue to City officials, officers, or employees. Consultant expressly waives any claim to such rights.

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

this Agreement. At the City's election, City may deduct the amounts paid pursuant to this Section, from any balance owing to Consultant.

6. 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.

Nick Martin Director of Finance and Operations **(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:

GovInvest Inc.
8605 Santa Monica Blvd.
PMB 52465
West Hollywood, CA 90069-4109
Attn: Max Stoff, Senior Director of Customer Success
(213) 460-3387

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

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

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

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

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

GovInvest, Inc.

Dated: _____ **By _____**
Nick Martin, Director of Finance and Operations

CITY OF COMPTON
Recommended for Approval:

By _____ **Dated: _____**
Sharon Rahban Navizadeh
City Controller

Approved by:

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

Approved as to form:

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

ATTEST:

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

EXHIBIT A

SUMMARY OF SERVICES

Client:
City of Compton
205 S Willowbrook Ave Compton, CA 90220

Term:

The term will commence on the Effective Date and continue for one (3-year) ("Initial Term"), and thereafter shall renew for successive additional one (1) year renewal terms (each a "Renewal Term"), unless either party to this Agreement notifies the other in writing at least thirty (30) days prior to the end of the then-current Term that it does not wish to so renew.

Services:

Product	Year 1
Labor Costing Module	**$16,192.86**
Pension Module & Annual GASB 68 Footnote Disclosure	**$13,007.00**
OPEB Module & Annual GASB 75 Valuation with Footnote	**$20,564.21**
Annual Pension, OPEB and Treasury Managed Services	**$7,000.00**
Total	**$56,764.07**

Product	Year 2
Labor Costing Module	**$16,192.86**
Pension Module & Annual GASB 68 Footnote Disclosure	**$13,007.00**
OPEB Module & Annual GASB 75 Valuation with Footnote	**$20,564.21**
Annual Pension, OPEB and Treasury Managed Services	**$7,000.00**
Total	**$56,764.07**

Product	Year 3
Labor Costing Module	**$16,192.86**
Pension Module & Annual GASB 68 Footnote Disclosure	**$13,007.00**
OPEB Module & Annual GASB 75 Valuation with Footnote	**$20,564.21**
Annual Pension, OPEB and Treasury Managed Services	**$7,000.00**
Total	**$56,764.07**

Product	Year 4 (Optional)
Labor Costing Module	**$16,192.86**
Pension Module & Annual GASB 68 Footnote Disclosure	**$13,007.00**
OPEB Module & Annual GASB 75 Valuation with Footnote	**$20,564.21**
Annual Pension, OPEB and Treasury Managed Services	**$7,000.00**
Total	**$56,764.07**

Product	Year 5 (Optional)
Labor Costing Module	**$16,192.86**
Pension Module & Annual GASB 68 Footnote Disclosure	**$13,007.00**
OPEB Module & Annual GASB 75 Valuation with Footnote	**$20,564.21**
Annual Pension, OPEB and Treasury Managed Services	**$7,000.00**
Total	**$56,764.07**

This pricing is good until June 30, 2024