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

COMPTON CITY COUNCIL
AGENDA
11/06/2024
5:30 PM

OPENING

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

CONSENT AGENDA

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

APPROVAL OF MINUTES

1. FEBRUARY 06, 2024

2. FEBRUARY 13, 2024

GENERAL SERVICES

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT AND ESTABLISH A PURCHASE ORDER TO EXPRESS ENERGY SERVICES, INC. FOR THE INSTALLATION OF TWO (2) GENERATORS FOR FIRE STATION 1 AND FIRE STATION 3 ($110,946.30)

PLANNING AND ECONOMIC DEVELOPMENT

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

REGULAR AGENDA

NEW BUSINESS

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR SOUNDTHINKING, INC TO PROVIDE GUNFIRE DETECTION, LOCATION AND FORENSIC ANALYSIS SERVICES ($307,000.00)

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS 2024-2025 FISCAL YEAR BUDGET TO ACCEPT AND APPROPRIATE $130,192 IN FUNDS FROM THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY NATIONAL TRANSIT DATA FUNDS AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING FOR SUCCESSFULLY REPORTING TO THE NATIONAL TRANSIT DATABASE FOR FISCAL YEAR 2021-2022

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A MULTI-YEAR PROFESSIONAL SERVICES CONTRACT ($695,647) WITH HDL COMPANIES, FORMERLY HINDERLITER DE LLAMAS AND ASSOCIATES, FOR MUNICIPAL TAX AND AUDIT CONSULTANT SERVICES, AND OPTIONAL SERVICES FOR BUSINESS LICENSE PROCESSING AND COLLECTIONS, AND TO ISSUE A PURCHASE ORDER OF TWO HUNDRED AND FORTY THOUSAND EIGHT HUNDRED DOLLARS ($240,800) FOR SERVICES TO BE PROVIDED IN THE FIRST YEAR.

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: 11/12/2024 5:30:00 PM

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

November 6, 2024

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

FROM: **GENERAL SERVICES DEPARTMENT**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT AND ESTABLISH A PURCHASE ORDER TO EXPRESS ENERGY SERVICES, INC. FOR THE INSTALLATION OF TWO (2) GENERATORS FOR FIRE STATION 1 AND FIRE STATION 3 ($110,946.30)**

SUMMARY

Adoption of the attached resolution will authorize the City Manager to accept the proposal, enter into an agreement, and establish a purchase order to Energy Services, Inc. in the amount of **One Hundred Ten Thousand Nine Hundred Forty-Six Dollars and Thirty Cents ($110,946.30)** for the removal and installation of the newly purchased CAT Generators located Compton Fire Station 1 and Fire Station 3 and authorize a twenty percent (20%) contingency in the amount of **Twenty-Two Thousand One Hundred Eighty-Nine Dollars and Twenty-Five Cents ($22,189.25)**.

BACKGROUND

The City of Compton Fire Stations provide critical emergency response within the community. In the event of a power outage, it is essential that the Fire Department's operations are uninterrupted, allowing for immediate emergency response to service requests. Additionally, when emergencies arise, such as a natural disaster when power is down, generators enable fire stations to maintain essential services and support community safety efforts. Fire stations serve as a community hub during a crisis; they respond to fires, vehicle accidents, medical emergencies, and disasters; the generators help sustain these operations.

Currently, the existing generators housed at Fire Station 1 and Fire Station 3 are outdated, prone to mechanical failures, and unable to handle the electrical demands. On April 16, 2024, the Mayor and City Council authorized Resolution Number 26,016 to purchase new generators for Fire Station 1 and Fire Station 3. The cost to install the generators was unknown then; however, due to manufacturing time, staff desired to secure the procurement of the generators. Staff initiated the order and secured procurement of the generators, which are at the end of the production phase and should arrive by November 2024. The next step is to proceed with the installation process, which includes labor for both electrical and mechanical work. A quote was provided by Express Energy Services, Inc., a licensed contractor specializing in generator installation through the Nationwide Sourcewell/ezIQC Cooperative Agreement (Contract Number CA-R8-E-101723-EES).

STATEMENT OF THE ISSUE

Staff obtained a quote in the amount of **One Hundred Ten Thousand Nine Hundred Forty-Six Dollars and Thirty Cents ($110,946.30)** from Express Energy Services, Inc. for the installation of two generators. In addition to installing the generators, Express Energy Services will provide a temporary backup generator while work is being performed. The labor contracting cost is $55,473.15 for each facility.

In 2023, Express Energy Services, Inc. was awarded a contract with the General Services Administration through the Nationwide Sourcewell/ezIQC Cooperative Agreement (Contract Number CA-R8-E-101723-EES) from December 6, 2023, through December 5, 2024. The program has been analyzed, competitively bid, and legally executed by Sourcewell, formally known as the National Joint Power Association. This bidding process has been completed so that each individual government entity does not have to repeat the procedure for the same products and services.

Many government agencies share contracting efforts through cooperative purchasing arrangements to minimize costs and staffing impacts. This procurement method allows the City to access highly qualified specialty vendors and contractors and lowers overall costs. Sourcewell is a public agency with the legal authority to serve public agencies and creates an alliance between buyers and suppliers for use by education, government, and non-profits.

This procurement method complies with the City of Compton's purchasing policies per Compton Municipal Code section 4-11-7(c).

> *Compton Municipal Code Section 4-11.7(c) Exceptions to Competitive Bidding Requirements lists certain exemptions from the bidding process, including purchases of contract supplies, materials, equipment or services entered into with another governmental or quasi-governmental entity.*

In addition, the President of the United States signed the American Rescue Plan Act (ARPA) on March 11, 2021. The legislation provides $1.9 trillion in funding to address the economic impacts of the Coronavirus (COVID-19) pandemic, which included $350 billion in federal fiscal recovery aid to state and local governments. The City of Compton received approximately $34 million in aid as a result of the ARPA.

The General Services Department was allocated $2,502,000.00 of ARPA funding in Fiscal Year 2024-2025 Budget. These funds must be obligated by December 31, 2024, and expended by December 31, 2026.

ALTERNATIVE

None proposed at this time.

FISCAL IMPACT

Funds in the amount not to exceed **One Hundred Thirty-Three Thousand One Hundred Thirty-Five Dollars and Fifty-Five Cents ($133,135.55)** for this expenditure are available in the FY 2024-2025 Budget in Account No. 2810-600-000-4300 Capital Outlay– American Rescue Funds (ARPA).

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution as ARPA funds must be obligated by December 31, 2024, and funding must be expended by December 31, 2026.

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 AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT AND ESTABLISH A PURCHASE ORDER TO EXPRESS ENERGY SERVICES, INC. FOR THE INSTALLATION OF TWO (2) GENERATORS FOR FIRE STATION 1 AND FIRE STATION 3 ($110,946.30)

WHEREAS, the Compton Fire Department responds to emergency incidents, including fires, vehicle accidents, medical emergencies, and natural disasters; and

WHEREAS, Fire Station 1 and Fire Station 3 utilize backup generators to supply emergency power to their facilities; and

WHEREAS, the existing generators that provide emergency power work are outdated and prone to mechanical failures and need to be replaced at both facilities; and

WHEREAS, when emergencies arise, such as a natural disaster when power is down, generators enable fire stations to maintain essential services and support community safety efforts; and

WHEREAS, on April 16, 2024, the Mayor and City Council authorized Resolution No. 26,016 to establish a purchase order to Quinn Power Systems for the purchase of generators for Fire Station 1 and Fire Station 3;

WHEREAS, staff secured procurement of the generators, which are at the end of the production phase and should arrive by November 2024; the next step is to proceed with the installation process, which includes labor for both electrical and mechanical work;

WHEREAS, a quote was obtained by Express Energy Services, Inc., a licensed contractor specializing in generator installation through the Nationwide Sourcewell/ezIQC Cooperative Agreement in the amount of **One Hundred Ten Thousand Nine Hundred Forty-Six Dollars and Thirty Cents ($110,946.30)**; and

WHEREAS, Express Energy Services, Inc. was awarded a contract with the General Services Administration through the Cooperative Agreement Contract Number CA-R8-E-101723-EES from December 6, 2023, through December 5, 2024; and

WHEREAS, the program has been analyzed, competitively bid, and legally executed by Sourcewell, formally known as the National Joint Power Association; and

WHEREAS, the bidding process has been completed so that each individual government entity does not need to repeat the procedure for the same products and services.

WHEREAS, Sourcewell is a public agency with the legal authority to serve public agencies and creates an alliance between buyers and suppliers for use by education, government, and non-profits

WHEREAS, this procurement method complies with the City of Compton's purchasing policies per Compton Municipal Code section 4-11-7(c).

Compton Municipal Code Section 4-11.7(c) Exceptions to Competitive Bidding Requirements lists certain exemptions from the bidding process, including <u>purchases of contract supplies, materials, equipment or services entered into with another governmental or quasi-governmental entity</u>.

WHEREAS, in addition to the emergency request for repair, the President of the United States signed the American Rescue Plan Act (ARPA) on March 11, 2021, in which the legislation provides $1.9 trillion in funding to address the economic impacts of the Coronavirus (COVID-19) pandemic, which included $350 billion in federal fiscal recovery aid to state and local governments.

WHEREAS, the City of Compton received approximately $34 million in aid as a result of the ARPA and the General Services Department was allocated $$2,502,000.00 of ARPA funding under the Capital Improvement Fiscal Year 2024-2025 Budget; and

WHEREAS, these funds must be obligated by December 31, 2024, and expended by December 31, 2026.

WHEREAS, staff is requesting the ability to efficiently manage this project by requesting to issue purchase orders to Express Energy Services, Inc. for the installation of two (2) generators for Fire Station 1 and Fire Station 3 in the amount of **One Hundred Ten Thousand Nine Hundred Forty-Six Dollars and Thirty Cents ($110,946.30)** and twenty percent (20%) contingency in the amount of **Twenty-Two Thousand One Hundred Eighty-Nine Dollars Twenty-Five Cents ($22,189.25)**; and

WHEREAS, funds in the amount not to exceed **One Hundred Thirty-Three Thousand One Hundred Thirty-Five Dollars and Fifty-Five Cents ($133,135.55)** are available in the 2024-2025 Fiscal Year budget in the following Account Number.

Account No.	Fund	Description	Amount
2810-600-000-4300	ARPA Funds – Capital Outlay	Installation Cost	$110,946.30
2810-600-000-4300	ARPA Funds – Capital Outlay	20% Contingency	$22,189.25
		TOTAL	**$133,135.55**

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

SECTION 1. That the City Manager, upon advice and approval of the City Attorney, is hereby authorized to enter into an agreement with Express Energy Services, Inc. for the installation of two (2) generators for Fire Station 1 and Fire Station 3.

SECTION 2. That the City Manager is hereby authorized to establish a purchase order to the Express Energy Services, Inc. in the amount of **One Hundred Ten Thousand Nine Hundred Forty-Six Dollars and Thirty Cents ($110,946.30).**

SECTION 3. That the City Manager is hereby authorized to establish a purchase order to the Express Energy Services, Inc. for a twenty percent (20%) contingency in the amount of **Twenty-Two Thousand One Hundred Eighty-Nine Dollars and Twenty-Five Cents ($22,189.25)** is hereby authorized.

SECTION 4. That funds in the amount not to exceed **One Hundred Thirty-Three Thousand One Hundred Thirty-Five Dollars and Fifty-Five Cents ($133,135.55)** are available in the 2024-2025 Fiscal Year budget in Account Number 2810-600-000-4300.

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

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

ADOPTED this ________ day of _______________, 2024.

____
MAYOR OF THE CITY OF COMPTON

ATTEST:

____
CITY CLERK OF THE CITY OF COMPTON

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

I, Vernell McDaniel, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on 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
CITY OF COMPTON
AND
EXPRESS ENERGY SERVICES, INC.

This **AGREEMENT** is entered into by and between the **CITY OF COMPTON,** a municipal corporation of the State of California (hereinafter referred to as "**CITY"**) located at 205 South Willowbrook Avenue, Compton, California 90220 and **EXPRESS ENERGY SERVICES, INC.** (hereinafter referred to as **"CONTRACTOR"**) located at 10610 Humbolt Street, Alamitos, CA 90720 (each a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, City has a need to employ the services of an experienced and professional contractor to install two (2) generators at Fire Station 1 and Fire Station 3; and

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

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

WHEREAS, By **Resolution No**. ***** adopted on the 16 day of **November 2024**, the City Council authorized the City Manager to execute the contracts with **Express Energy Services, Inc.**; and

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

NOW, THEREFORE, the Parties, for the consideration, terms, and conditions herein described, mutually 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 disassembling and removing the existing generator and installing new CAT generators provided to the contractor by the City for Fire Station 1 (201 South Acacia Avenue) and Fire Station 3 (1133 West Rosecrans Avenue, Compton, CA 90222).

Scope of Work for both Fire Station 1 and Fire Station 3 shall include the following:

- Disassemble and remove the existing generator.
- Install a new CAT Generator provided by the City.
- Provide a temporary backup generator while work is being performed.
- Install new ATS.
- Test and Commission.

The contractor acknowledges that in entering into this Agreement, the City is relying on the contractor's special skills and experience to perform the services in accordance with generally accepted standards of professional practice. While performing the services, Contractor agrees to perform all the said services 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 sub-contractors, if any, and will keep the services under its control. On request of City, if any employee or sub-contractor 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, Contractor will discharge said employee or sub-contractor from performing services pursuant to provisions of this Agreement.

Jacob Williams, Assistant of Contractor, shall be primarily responsible for representing Contractor in performance of this Agreement.

Nebraska Jones, Director of General Services, or his/her authorized designee, of the **General Services Department**, is hereby designated as the City’s Representative for this Project/Agreement.

2. <u>Duration of Contract.</u> The Contractor shall commence services requested by the City on the issuance of Notification to Proceed from the City to Contractor to perform, in a diligent and professional manner, those services requested and required pursuant to this Agreement, and work must be completed within Ninety (90) Days.

Contractor will generally adhere to any 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 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. <u>Compensation.</u> The method of payment for this Contract will be on a fee-for-service basis as specified within the Contractor’s **“Quote-Work Order Number 132106.00”** which is incorporated herein. The total price paid to the Contractor will include compensation for all work, including travel, materials, supplies, vendor services, expenses, and subcontracted work in the amount of **One Hundred Ten Thousand Nine Hundred Forty-Six Dollars and Thirty Cents ($110,946.30)**. 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 Parties.

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 **General Services Department** at the following address: City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.

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

5. Independent Contractor Status. Contractor, its officers, employees, subcontractors, agents and volunteers (collectively hereinafter the "Contractor"), is a wholly independent Contractor and not an officer, employee, subcontractor or agent of the City of Compton, and is not authorized to act on behalf of the City. Neither the City nor any of its officers, employees, agents or volunteers shall have any control over the conduct of the Contractor, except as expressly set forth in this Contract. Contractor expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Contract that Contractor shall not at any time or in any manner, represent that Contractor is in any manner officers, employees, agents or volunteers, joint venture or partner 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. Contractor will not be eligible for any employee benefits, nor will City make deductions from any amounts payable to Contractor of taxes or insurance. All payroll and employment taxes, insurance, and benefits shall be the sole responsibility of Contractor. Contractor retains the right to provide services for others during the term of this Contract.

The payment(s) 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 negligent 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 negligent 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, sub-Contractors, 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.

Coverage's and Limits. Contractor will maintain the types of coverage's and minimum limits indicated below, unless the Risk Manager or City Manager, in consultation with the City Attorney approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Contractor's indemnification obligations under this Agreement. City, its officers, agents, volunteers and employees make no representation that the limits of the insurance specified to be carried by Contractor pursuant to this Agreement are adequate to protect Contractor. The coverage will contain no special limitations on the scope of its protection to the below-designated insured's except for Workers Compensation 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 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.

11.3 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, 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 insured's" 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 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. Contractor represents (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) will exercise the professional standard of care in the performance of the services called for by this Agreement 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. 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. In the event the Contractor encounters any conflict between such laws and ordinances, Contractor shall notify the City in writing and the parties agree to work cooperatively to resolve the conflict.

16. <u>Termination</u>. The City may terminate this Agreement at any time by mailing a thirty day (30) notice in writing to Contractor that the Agreement is terminated. Said Agreement shall then be deemed terminated, and no further work shall be performed by Contractor. If the Agreement is so terminated, the Contractor shall be paid for that percentage of the phase of work actually completed, based on a prorated portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

17. <u>Force Majeure.</u> 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 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. <u>Covenants Against Contingent Fees</u>. 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. <u>Certifications</u>. The Contractor, under penalty of perjury, certifies that, except as noted below, he/she/it or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

.a Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency; and

.b Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years; and

.c Does not have a proposed debarment pending; and

.d Has not been indicted, convicted, or had a civil judgment rendered against him/her/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

.e 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

.f 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 a separate page]

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

[Attach separate page]

These certifications are a material representation of fact upon which reliance was placed when this transaction was made or entered into. The above certifications are part of this Contract. Signing this Contract on the signature portion thereof shall also constitute signature of the above Certifications.

______________________________________ ____________________

Doc Rivers, CEO **Date**

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

21. Testimony. 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.

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

23. Authority. The individuals executing this Agreement and the instruments referenced in it on behalf of 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.

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

25. 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.

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

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

To Contractor:	**Express Energy Services, Inc.** **10610 Humbolt Street** **Los Alamitos, CA 90720** **Attn: Doc Rivers, CEO** **(714) 650-8870 – Office Line**
To City:	**City of Compton** **205 South Willowbrook Avenue** **Compton, California 90220** **Attn: Nebraska Jones, General Services Director** **(310) 605-5519 - Office Line**
Copy to:	**City of Compton** **205 South Willowbrook Avenue** **Compton, CA 90220** **Attn: City Manager**

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

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

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

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

EXPRESS ENERGY SERVICES, INC.
CONTRACTOR

Dated: _______________ **By ____**
Doc Rivers, CEO

CITY OF COMPTON

Dated: _______________ **By ____**
Nebraska Jones, General Services Director

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

Work Order Signature Document

EZIQC Contract No.: CA-R8-E-101723-EES

[X] **New Work Order** [ ] **Modify an Existing Work Order**

Work Order Number.:	132106.00	Work Order Date:	10/14/2024
Work Order Title:	Fire Station 1 & 3 Generator Project		
Owner Name:	City of Compton	Contractor Name:	Express Energy Services, Inc.
Contact:	Nebraska Jones	Contact:	Jacob Williams
Phone:	310-605-5519	Phone:	

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of Sourcewell EZIQC Contract No CA-R8-E-101723-EES.

Brief Work Order Description:

Time of Performance Estimated Start Date:

Estimated Completion Date:

Liquidated Damages Will apply: [ ] Will not apply: [X]

Work Order Firm Fixed Price: $110,946.30

Owner Purchase Order Number:

Approvals

City of Compton Date	Contractor Date

Detailed Scope of Work

To: Jacob Williams
Express Energy Services, Inc.
10610 Humbolt Street
Los Alamitos, CA 90720
No Data Input

From: Nebraska Jones
City of Compton
205 S. Willowbrook Ave.
Compton, CA 90220
310-605-5519

Date Printed: October 14, 2024

Work Order Number: 132106.00

Work Order Title: Fire Station 1 & 3 Generator Project

Brief Scope:

[ ] **Preliminary** [ ] **Revised** [X] **Final**

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Scope of Work for both Fire Station #1 & #3:
Disassemble and remove existing generator.
Install new CAT Generator provided by City.
Provide temporary back up generator while work is being performed.
Install new ATS.
Test and Commission.

Subject to the terms and conditions of ezIQC Contract **CA-R8-E-101723-EES**.

Contractor ______________________ Date ________

City of Compton ______________________ Date ________

Contractor's Price Proposal - Summary

Date: October 14, 2024

Re:	IQC Master Contract #:	CA-R8-E-101723-EES
	Work Order #:	132106.00
	Owner PO #:	
	Title:	Fire Station 1 & 3 Generator Project
	Contractor:	Express Energy Services, Inc.
	Proposal Value:	$110,946.30

Station #1	**$55,473.15**
Station #3	**$55,473.15**
Proposal Total	**$110,946.30**

Thisl total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

Contractor's Price Proposal - Detail

Date: October 14, 2024

Re:

IQC Master Contract #:	CA-R8-E-101723-EES
Work Order #:	132106.00
Owner PO #:	
Title:	Fire Station 1 & 3 Generator Project
Contractor:	Express Energy Services, Inc.
Proposal Value:	$110,946.30

Record	Section - Item	Modifier	UOM	Description	Line Total

Category - Station #1

1 | 01 22 16 00-0002 | EA | $2,223.55

Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal.

	Quantity		Unit Price		Factor		Total
Installation	2,021.41	x	$1.00	x	1.1000	=	$2,223.55

Contract Bonds

2 | 01 22 20 00-0010 | HR | $29,183.33

ElectricianFor tasks not included in the Construction Task Catalog® and as directed by owner only.

	Quantity		Unit Price		Factor		Total
Installation	240.00	x	$112.59	x	1.0800	=	$29,183.33

Day 1 –
Electrical - Safe Off Existing generator, Safe off existing ATS & electrical & Setup temp generator- 16-18 hours
Mechanical - Disconnect existing generator. Remove fluids, pump diesel fuel from existing generator & remove fuel cell- 6-8 hours
Day 2 –
Electrical - Demo sub panel & install new subpanel-18-20 hours
Mechanical - Bring in rigging, separate engine from generator- 4-6 hours
Day 3 & 4-
Electrical - Remove existing ATS & install new ATS- 34-36 hours
Mechanical - Remove existing generator & move out- 12-14 hours
Day 5 –
Electrical - Connect new ATS to subpanel- 8-10 hours
Mechanical - Remove old anchor bolts/epoxy, install new anchor bolts & install subframe/Stage new generator pieces- 14-16 hours
Day 6 –
Electrical - Finalize ATS & subpanel- 10-12 hours
Mechanical - Anchor tank, fabricate exhaust & fuel system- 12-14 hours
Day 7 –
Electrical - Commission ATS- 8-10 hours
Mechanical - Route exhaust system- 14-16 hours
Day 8 –
Electrical - Demo temp generator- 6-8 Hours
Mechanical - Finalize generator installation- 16-18 hours
Day 9 - Electrical - Load testing- 4-6 hours
Mechanical - testing, onboarding, fuel & commission new generator- 18-20 hours
Day 10- Punchlist, Walkthrough, hand off to customer- 16-24 hours

3 | 01 22 23 00-0736 | WK | $11,777.53

400.0 KW, 60 Hertz Towable Diesel Powered Generator SetFuel consumption: 100% load - 28.6 gallons per hour, 75% load - 21.3 gallons per hour, 50% load - 14.9 gallons per hour.

	Quantity		Unit Price		Factor		Total
Installation	2.00	x	$5,452.56	x	1.0800	=	$11,777.53

Providing Temporary back up Generator while work is performed

4 | 01 22 23 00-1066 | WK | $12,288.74

5,000 LB Straight Mast, Rough Terrain Construction Forklift With Full-Time Operator

	Quantity		Unit Price		Factor		Total
Installation	2.00	x	$5,689.23	x	1.0800	=	$12,288.74

Storage and Equipment Onsite to remove the old generator and misc equipment onsite

Subtotal for Category - Station #1: $55,473.15

Work Order Number: 132106.00
Work Order Title: Fire Station 1 & 3 Generator Project

Record	Section - Item	Modifier	UOM	Description	Line Total
Category - Station #3					
5	01 22 16 00-0002		EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal.	$2,223.55

	Quantity		Unit Price		Factor		Total
Installation	2,021.41	x	$1.00	x	1.1000	=	$2,223.55

Contract Bonds

Record	Section - Item	Modifier	UOM	Description	Line Total
6	01 22 20 00-0010		HR	ElectricianFor tasks not included in the Construction Task Catalog® and as directed by owner only.	$29,183.33

	Quantity		Unit Price		Factor		Total
Installation	240.00	x	$112.59	x	1.0800	=	$29,183.33

Day 1 –
Electrical - Safe Off Existing generator, Safe off existing ATS & electrical & Setup temp generator- 16-18 hours
Mechanical - Disconnect existing generator. Remove fluids, pump diesel fuel from existing generator & remove fuel cell- 6-8 hours
Day 2 –
Electrical - Demo sub panel & install new subpanel-18-20 hours
Mechanical - Bring in rigging, separate engine from generator- 4-6 hours
Day 3 & 4-
Electrical - Remove existing ATS & install new ATS- 34-36 hours
Mechanical - Remove existing generator & move out- 12-14 hours
Day 5 –
Electrical - Connect new ATS to subpanel- 8-10 hours
Mechanical - Remove old anchor bolts/epoxy, install new anchor bolts & install subframe/Stage new generator pieces- 14-16 hours
Day 6 –
Electrical - Finalize ATS & subpanel- 10-12 hours
Mechanical - Anchor tank, fabricate exhaust & fuel system- 12-14 hours
Day 7 –
Electrical - Commission ATS- 8-10 hours
Mechanical - Route exhaust system- 14-16 hours
Day 8 –
Electrical - Demo temp generator- 6-8 Hours
Mechanical - Finalize generator installation- 16-18 hours
Day 9 - Electrical - Load testing- 4-6 hours
Mechanical - testing, onboarding, fuel & commission new generator- 18-20 hours
Day 10- Punchlist, Walkthrough, hand off to customer- 16-24 hours

Record	Section - Item	Modifier	UOM	Description	Line Total
7	01 22 23 00-0736		WK	400.0 KW, 60 Hertz Towable Diesel Powered Generator SetFuel consumption: 100% load - 28.6 gallons per hour, 75% load - 21.3 gallons per hour, 50% load - 14.9 gallons per hour.	$11,777.53

	Quantity		Unit Price		Factor		Total
Installation	2.00	x	$5,452.56	x	1.0800	=	$11,777.53

Providing Temporary back up Generator while work is performed

Record	Section - Item	Modifier	UOM	Description	Line Total
8	01 22 23 00-1066		WK	5,000 LB Straight Mast, Rough Terrain Construction Forklift With Full-Time Operator	$12,288.74

	Quantity		Unit Price		Factor		Total
Installation	2.00	x	$5,689.23	x	1.0800	=	$12,288.74

Storage and Equipment Onsite to remove the old generator and misc equipment onsite

Subtotal for Category - Station #3: **$55,473.15**

Proposal Total **$110,946.30**

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

Contractor's Price Proposal - Detail Continues..

Work Order Number: 132106.00
Work Order Title: Fire Station 1 & 3 Generator Project

The Percent of NPP on this Proposal: **%**

Sourcewell

Indefinite Delivery-Indefinite Quantity Construction Contract

Contract Number: CA-R8-E-101723-EES
Service Type: Electrical

This Indefinite Delivery-Indefinite Quantity Construction Contract (Contract) is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 and **Express Energy Services Inc., 2719 W Lincoln Ave, Anaheim, CA 92801** (Contractor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state and municipal governmental entities, K-12 and higher education entities, nonprofit entities, tribal governments, and other public entities located within the United States.

The Contractor desires to contract with Sourcewell to provide construction services to entities that access Sourcewell's indefinite delivery-indefinite quantity (IDIQ) construction contracts within the Service Region.

I. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract, including the General Terms and Conditions incorporated by reference, is effective upon the later of December 6, 2023 or the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires **December 5, 2024**, unless it is terminated sooner pursuant to Article XX of the General Terms and Conditions, which are incorporated into this Contract by reference. This Contract allows up to five additional one-year extensions upon the request of Sourcewell and written agreement with Contractor. Sourcewell retains the right to consider additional extensions beyond six years as required under exceptional circumstances.

II. REGION AND SERVICES

The Contractor's Region is: Region 8. The Contractor's IDIQ construction service type is: Electrical. The Contractor **has** agreed to perform work outside the Region.

III. ADJUSTMENT FACTORS

The Contractor will perform any or all Tasks in the Construction Task Catalog for the Unit Price appearing therein multiplied by the following Adjustment Factors. See the General Terms and Conditions for additional information.

A. **Normal Working Hours – Prevailing Wage Rate Projects**: Work performed from 7:00 a.m. until 4:00 p.m. Monday to Friday, except Holidays. The Contractor will perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of: 1.0500.

B. **Other Than Normal Working Hours – Prevailing Wage Rate Projects**: Work performed from 4:00 p.m. to 7:00 a.m. Monday to Friday, and any time Saturday, Sunday and Holidays. The Contractor will perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of: 1.0800.

C. **Secured Facilities/OSHPD Prevailing - Wage Rate Projects**: Work performed from 7:00 a.m. until 4:00 p.m. Monday to Friday, except Holidays. The Contractor will perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of: 1.1200.

D. **All Union Wage Projects**: Work performed from 7:00 a.m. until 4:00 p.m. Monday to Friday, except Holidays. The Contractor will perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of: 1.0500.

E. **Non pre-priced Adjustment Factor**: To be applied to Work determined not to be included in the CTC but within the general scope of the work: 1.1000.

VI. AUTHORIZED REPRESENTATIVE

A. Sourcewell's Authorized Representative is its Chief Procurement Officer.

B. The Contractor's Authorized Representative is Donald Rivers. If the Contractor's Authorized Representative changes at any time during this Contract, Contractor must promptly notify Sourcewell in writing.

Sourcewell	Express Energy Services Inc.
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: Donald Rivers D4EB468FCE6F4C1...
By: ____________________________	By: ____________________________
Jeremy Schwartz	Donald Rivers
Title: Chief Procurement Officer	Title: CEO & Owner
Date: 12/20/2023 | 6:48 AM CST	Date: 12/20/2023 | 5:12 AM CST

November 6, 2024

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

FROM: **CITY MANAGER**

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

SUMMARY

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

BACKGROUND

Over the past nine (9) years, Santa's Christmas Trees has entered into temporary license agreements with the Agency for the purpose of selling Christmas trees at the subject site located at 2000 W Compton Boulevard. Each time, the applicant successfully complied with the terms of the temporary agreements.

STATEMENT OF ISSUE

The Successor Agency is in receipt of a request from Brownie Mentlow, owner of Santa's Christmas Trees, to lease certain Agency-owned property located at 2000 West Compton Boulevard (the "Property") for the purpose of selling Christmas Trees, commencing November 15, 2024 through December 30, 2024. Santa's Christmas Trees intends to lease the Agency's Property for the sum of Two Thousand Dollars ($2,000.00) payable to the Successor Agency. Additionally, the company would secure $1,000,000.00 Certificate of Insurance naming the Successor Agency and the City of Compton as additional insureds.

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

FISCAL IMPACT

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

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

CECIL FLOURNOY, DIRECTOR
COMMUNITY DEVELOPMENT

APPROVED TO 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 TEMPORARY LICENSE AGREEMENT BETWEEN THE SUCCESSOR AGENCY AND SANTA'S CHRISTMAS TREES FOR THE PURPOSE OF SELLING CHRISTMAS TREES ON CERTAIN AGENCY-OWNED PROPERTY AT 2000 WEST COMPTON BOULEVARD

WHEREAS, Successor Agency has received a request from Brownie Mentlow, owner of Santa's Christmas Trees, to lease certain Agency-owned property at 2000 West Compton Boulevard for the purpose of selling Christmas Trees from November 15, 2024 to December 30, 2024; and

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

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

WHEREAS, the Agency desires to enter into a temporary license agreement with Santa's Christmas Trees to use certain Successor Agency-owned property at 2000 West Compton Boulevard for the purpose of selling Christmas Trees at subject site for the period of November 15, 2024 through December 30, 2024 for the sum of $2,000.00.

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

Section 1. That the City Manager, upon the advice and approval of the City Attorney is hereby authorized to enter into a temporary lease agreement with Santa's Christmas Trees to lease certain Agency-owned property located at 2000 West Compton Boulevard for the sum of Two Thousand Dollars ($2,000.00) for the purpose selling Christmas trees for the period covering November 15 through December 30, 2024.

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

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

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

ADOPTED this _________ day of ___________, 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

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

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

W I T N E S S E T H:

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

WHEREAS, Licensee has requested the limited right to enter upon the Property for the limited purpose of selling Christmas trees (the "Activities") for the period commencing November 15, 2024 through December 30, 2024;

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

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

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

1. Term. The term of this Agreement shall be for the period commencing on November 15, 2024 and shall expire on December 30, 2024. This Agreement shall automatically terminate upon its expiration and Licensee hereby waives any and all rights to relocation benefits under California law upon the expiration or earlier termination of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

If to Licensor, to:	Successor Agency to the Community Redevelopment Agency of the City of Compton 205 S. Willowbrook Avenue Compton, California 90220 Attn: Cecil C. Flournoy III
If to Licensee, to:	Santa's Christmas Trees 421 West Almond Street. Compton, California 90220 Attn: Brownie Mentlow

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

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

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

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

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

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

SANTA'S CHRISTMAS TREES
"LICENSEE"

Dated: ________________ **By: ________________________________**
Brownie Mentlow, Owner

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

Dated: ________________ **By: ____________________________________**
Willie A. Hopkins, Jr., Executive Director

Approved as to form:

By: ________________________________ **Dated: __________________**
Eric J. Perrodin, City Attorney

ATTEST:

Dated: ___________________ **By: ________________________________**
Vernell McDaniel, City Clerk

November 6, 2024

TO: **MAYOR AND CITY COUNCIL**

FROM: **CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR SOUNDTHINKING, INC. TO PROVIDE GUNFIRE DETECTION, LOCATION AND FORENSIC ANALYSIS SERVICES FOR FISCAL YEARS 2024-2025 THROUGH 2026-2027 ($109,000.00)**

SUMMARY

Adoption of the attached resolution will authorize the City Manager to enter into a thirty-six (36) month (i.e., November 1, 2024 through November 1, 2027) professional services agreement with SoundThinking, Inc. to provide gunfire detection, location and forensic analysis services and establish a purchase order in the amount of One Hundred Nine-Thousand Dollars and No Cents ($109,000.00) for services rendered for Fiscal Year 2024-2025 which includes initial deployment cost of Ninety-Nine Thousand Dollars ($99,000.00) and a one-time on boarding fee of Ten Thousand Dollars ($10,000.00).

BACKGROUND

Over the past two (2) years, the Sheriff's Department has responded to an increased number of calls for service reporting of shots fired incidents of gun related crimes. The average time it takes for the Sheriff's Department to receive a call in its dispatch center, dispatch officers with the pertinent information and have officers arrive at the location, is generally several minutes. These minutes can prove critical if a victim is struck by the reported gunfire.

ShotSpotter technology is a gunfire detection, analysis and alert system which enhances a Sheriff's Department's response and investigation. More than two (2) years of gun-related crime data was provided to ShotSpotter for analysis. This data was used to determine the optimal location of gunshot detection sensors covering the areas most impacted by gun related crimes. Once operational, the sensors can detect loud, gunshots, which will generate a recorded incident. The system uses sound triangulation to determine and display the actual shot location, with the number of rounds, and sequence in which they were fired, within an 82 ft. radius.

The recorded sound is then sent to ShotSpotter's Incident Review Center (IRC) where it undergoes two (2) phases of review to determine if it is legitimate gunfire, or if it was generated by another source. Once it is confirmed the sounds were gunfire, Los Angeles County Sheriff's Department and Sheriff's Deputies would be notified of the gunfire via a digital application to their smartphone or similar device. This entire process occurs within 60 seconds or less.

There are instances where the Sheriff's Department never receives reports of gunfire, and there are instances where the reports of gunfire are reported multiple blocks from the actual location of the gunfire. Gunshots are difficult to determine where they originated because of how sound waves travel, which results in officers responding to an inaccurate location. The response delay can sometimes be considerable. If a person was struck by gunfire, time is of the essence, and any delay could be a matter of life and death.

Besides the potential life-saving benefits, the ShotSpotter system provides additional assistance to the subscriber. Most importantly, the system has been proven to deter shootings in other cities that have subscribed to ShotSpotter. Additionally, the system prevents the need to investigate non-gunfire-related incidents, allowing officers to remain available in the field. If an actual gunshot incident does occur, ShotSpotter can detect if there are multiple firearms involved, if any of the firearms are high-capacity type firearms, or if the firearm is a fully automatic weapon. Moreover, the alerts will provide access to Google Earth, optional turn-by-turn directions, and geocode the closest address to help officers reach the correct location. This information is invaluable to responding officers in determining their tactical approach. For Officer Involved Shooting incidents and homicides involving ShotSpotter detection, ShotSpotter will, upon request, provide a court admissible, Detailed Forensic Report.

Finally, the information provided by the ShotSpotter system can assist detectives in solving criminal activity by improving their ability to locate shell casings, which can help bolster the County's National Integrated Ballistic Information Network (NIBIN) program and improve solvability.

ShotSpotter is in use in the cities of Pasadena, San Francisco, and Oakland and has been approved by their respective, strict privacy commissions. ShotSpotter's technology is proprietary, with over 40 patents, and staff is not aware of any other vendor providing this service. Therefore, an exemption from the competitive selection process on the basis of the best interests of the City being served is appropriate.

The initial proposal submitted to the City includes deploying the ShotSpotter system across a two-square mile area within the City. The cost for initial deployment is Ninety-Nine Thousand Dollars ($99,000.00) per fiscal year and Ten-Thousand Dollars ($10,000.00) for a one-time onboarding fee. The total cost of this program will be Three-Hundred Nine Thousand Dollars ($309,000.00) over a three-year period commencing on November 1, 2024 through November 1, 2027.

STATEMENT OF ISSUE

In order to provide the necessary services, City Council authorization is needed for the City Manager to enter into a professional service agreement and establish a purchase order with SoundThinking, Inc. in an amount of One-Hundred Nine Thousand Dollars and No Cents ($109,000.00). This amount includes the initial deployment cost of Ninety-Nine Thousand Dollars ($99,000.00) for the first fiscal year term FY 2024-2025 plus a one-time onboarding fee of Ten-Thousand Dollars ($10,000.00).

FISCAL IMPACT

Funding in the amount of One-Hundred Nine Thousand Dollars and No Cents ($109,000.00) for the Fiscal Year 2024-2025 expenditure is available in Account No. 1033-680-000-4262.

Funding for subsequent years, 2025-2026 and 2026-2027, will be appropriated by budget adoption.

RECOMMENDATION

Staff recommends the City Council adopt the attached Resolution.

ANTHONY WARD, DIRECTOR
COMMUNITY IMPROVEMENT SERVICES DEPARTMENT

APPROVED FOR FORWARDING:

WILLIE A. HOPKINS
CITY MANAGER

RESOLUTION NO. _____________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR SOUNDTHINKING, INC. TO PROVIDE GUNFIRE DETECTION, LOCATION AND FORENSIC ANALYSIS SERVICES FOR FISCAL YEARS 2024-2025 THROUGH 2026-2027 ($109,000.00)

WHEREAS, adoption of this Resolution will authorize the City Manager to enter into a thirty-six (36) month (i.e., November 1, 2024 through November 1, 2027) professional services agreement with SoundThinking, Inc. to provide gunfire detection, location and forensic analysis services and establish a purchase order in the amount of One Hundred Nine-Thousand Dollars ($109,000.00) for services rendered for Fiscal Year 2024-2025 which includes an initial deployment cost of Ninety-Nine Thousand Dollars ($99,000.00) plus a one-time onboarding fee in the amount of Ten Thousand Dollars ($10,000.00).; and

WHEREAS, over the past two (2) years, the Sheriff's Department has responded to an increased number of calls for service reporting of shots fired incidents of gun related crimes; and

WHEREAS, the average time it takes for the Sheriff's Department to receive a call in its dispatch center, dispatch officers with the pertinent information and have officers arrive at the location, is generally several minutes. These minutes can prove critical if a victim is struck by the reported gunfire; and

WHEREAS, the SoundThinking, Inc. utilizes ShotSpotter technology which is a gunfire detection, analysis and alert system that enhances a Sheriff's Department's response and investigation.; and

WHEREAS this data will be used to determine the optimal location of gunshot detection sensors covering the areas most impacted by gun related crimes. Once operational, the sensors can detect loud, gunshots, which will generate a recorded incident.; and

WHEREAS, besides the potential life-saving benefits, the ShotSpotter system provides additional assistance and has been proven to deter shootings in other cities that have subscribed to ShotSpotter. Additionally, the system prevents the need to investigate non-gunfire-related incidents, allowing officers to remain available in the field. If an actual gunshot incident does occur, ShotSpotter can detect if there are multiple firearms involved, if any of the firearms are high-capacity type firearms, or if the firearm is a fully automatic weapon.; and

WHEREAS, the initial cost proposal includes deploying the ShotSpotter system across a two-square mile area within the city. The cost of deployment over a three-year period is Two Hundred Ninety-Seven Thousand Dollars ($297, 000.00) at the rate of Ninety-Nine Thousand Dollars ($99,000 per fiscal year) including an additional one-time boarding fee of Ten-Thousand Dollars ($10,000.00); and

WHEREAS, in order to provide the necessary services, City Council authorization is needed for the City Manager to enter into a professional service agreement and establish a purchase order with SoundThinking, Inc. in an amount of One-Hundred Nine Thousand Dollars ($109,000.00). This amount includes the initial deployment cost of Ninety-Nine Thousand Dollars ($99,000.00) for the initial fiscal year term and a one-time onboarding fee of Ten-Thousand Dollars ($10,000.00).

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

<u>Section 1.</u> That the City Manager, on the advice and approval of the City Attorney is hereby authorized to enter into a professional service agreement and establish a purchase order with SoundThinking, Inc.

<u>Section 2.</u> That funding in the amount of One-Hundred Nine Thousand Dollars ($109,000.00) for the initial fiscal year term FY 2024-2025 expenditure is available in Account No. 1033-680-000-4262 and funding for subsequent years, 2025-2026 and 2026-2027, will be appropriated by budget adoption.

<u>Section 3.</u> That a copy of this Resolution shall be filed in the office of the City Manager, City Controller, City Clerk, City Attorney, Community Improvement and Grants Division.

<u>Section 4.</u> That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this ______________ day of ______________, 2024.

____
MAYOR OF THE CITY OF COMPTON

ATTEST:

____
CITY CLERK OF THE CITY OF COMPTON

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

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

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

AYES: **COUNCIL MEMBER(S)**
NOES: **COUNCIL MEMBER(S)**
ABSTAIN: **COUNCIL MEMBER(S)**
ABSENT: **COUNCIL MEMBER(S)**

____
CITY CLERK OF THE CITY OF COMPTON

September 23, 2024

TO: WILLIE A. HOPKINS
CITY MANAGER

FROM: ANTHONY WARD, DIRECTOR
COMMUNITY IMPROVEMENT SERVICES

Overview:

I am writing to express strong support for the implementation of the ShotSpotter gunshot detection system within the City of Compton. As the Community Improvement Services Director, I believe that this program will significantly enhance public safety by providing law enforcement with advanced tools to more effectively respond to gun-related incidents.

Proposed Scope:

The initial proposal includes deploying the ShotSpotter system across a **two-square-mile area** within the city. The cost of this deployment is **$297,000 over a three-year period**, with an additional **one-time onboarding fee of $10,000**. This program will provide continuous monitoring and real-time data to help police identify, locate, and respond swiftly to gunfire incidents within this targeted area.

Benefits of the ShotSpotter System:

1. **Increased Accuracy in Gunshot Detection:**
   - ShotSpotter technology provides accurate detection and precise location of gunfire in real-time, allowing police to respond more quickly and effectively. This reduces the time it takes for law enforcement to reach the scene and can save lives in critical situations.
2. **Improved Community Safety:**
   - With faster response times and more reliable data on gunfire incidents, the program will act as a deterrent for crime and improve overall safety in the areas where it is implemented. Residents will feel more secure knowing that advanced technology is aiding law enforcement efforts.
3. **Reduction in Gun-Related Crime:**
   - By increasing law enforcement's ability to respond rapidly to gun-related incidents, the program is likely to reduce the number of such incidents. The enhanced capability for identifying gunfire locations could also improve evidence collection and criminal prosecution efforts.

4. **Enhanced Trust in Law Enforcement:**
    - The implementation of a transparent, technology-driven solution will help build trust between the community and law enforcement. Residents can have confidence that incidents of gunfire are being detected and addressed in a timely and efficient manner.
5. **Data-Driven Crime Prevention:**
    - ShotSpotter provides detailed reports on gunfire trends and patterns, which can help law enforcement identify "hot spots" and implement proactive crime-prevention measures in those areas.

Cost Breakdown:

- **Initial Deployment:** $297,000 over a three-year period ($99,000 per fiscal year)
- **One-Time Onboarding Fee:** $10,000.

This investment aligns with the city's ongoing efforts to improve public safety and reduce violent crime. The cost of the program is both reasonable and justified by the anticipated improvement in crime detection and deterrence.

Conclusion:

I strongly recommend the adoption of the ShotSpotter program as part of our commitment to creating a safer community. By deploying this technology in a two-square-mile area, we can take significant steps toward improving the safety and quality of life for our residents.

Thank you for your consideration of this important initiative. I am available to discuss any additional details or answer questions you may have.

Price Proposal for Subscription-Based Gunshot Detection, Location, and Forensic Analysis Service for Compton, CA

September 13, 2024

Proposal ID: CMPTN091324

Submitted by: Rich Reyes – Account Executive, Western Region
719.731.0273 mobile
650.877.2106 fax
rreyes@soundthinking.com

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39300 Civic Center Drive, Suite 300
Fremont, California 94538
888.274.6877
www.soundthinking.com

for greater public safety™

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Executive Summary

Introduction

SoundThinking™ is pleased to present this proposal in response to the City of Compton's request for a gunshot detection solution. We appreciate the time the City has spent helping us understand your issues and goals. Based on our discussions, we understand that the City seeks to address the following challenges:

- Prevalent gun violence
- Inconsistent reporting of gun violence to the police, making it difficult for the City to respond timely and expedite aid to victims

Law enforcement agencies come to SoundThinking when they need a solution to quickly and precisely detect gunfire, swiftly find gunshot victims, and support the communities most affected by gun violence. A component of our SafetySmart™ Platform, the proposed ShotSpotter® solution is designed to identify, locate, and track active gunfire, and will support the City's efforts to more effectively respond to and investigate gunfire incidents.

Customers we talk to are generally looking at one of three options to address gunshot detection within their jurisdictions:

> **Effective:** At this level, agencies rely on 9-1-1 calls and hotspot mapping to direct their Deputies to areas where most of their shootings occur. They may also have basic systems that notify law enforcement of sound impulses. They generally rely on their force to determine the specific location of where the gunshots occurred based upon investigative measures.
>
> **Enhanced:** Agencies here rely on 9-1-1 calls and more sophisticated acoustic systems that filter out some non-gunshot sounds, and may have interfaces to other systems such as License Plate Readers and cameras.
>
> **Engaged:** At the highest level, agencies have adopted technology that filters out non-gunfire impulses and uses real-time, human review to minimize false positives. These systems notify Deputies almost instantly when gunshots occur, and provide precise location data to get Deputies to the incident and deliver expedited aid. Mobile devices used by Deputies in the field further expedites arrival on scene. Data from these systems is so accurate it can be used to produce forensic reports that are admissible in courts.

Based upon our conversations, we understand that the City is most interested in exploring an engaged level of service. The proposed ShotSpotter deployment can help the City:

- Save lives by enabling the dispatch of first responders to potential gunshot victims even when an incident is not reported to 9-1-1
- Enable the City to efficiently deploy resources and increase situational awareness
- Effectively identify, analyze, and improve response time to gun crime

Data-Driven Results

ShotSpotter has become an indispensable crime-fighting tool for many agencies. In light of the community dynamics that fuel gun violence and the well-documented challenges of relying solely on 9-1-1 calls for assistance, SoundThinking's ShotSpotter technology is critical in providing support to the community and addressing the following issues:

- **Under-reporting of persistent gunfire:** Nationwide, on average, less than 20% of gunfire incidents are reported to 9-1-1. Why don't residents call? The answer is complex, but typically involves the following concerns:
  - Recognition: "Was that gunfire, fireworks, or something else?"
  - Retaliation: "If they find out I called, will they come after me?"
  - Resignation: "No one came the last time I called…"

Without ShotSpotter, most law enforcement agencies are working with an 80% to 90% deficiency in their gun violence-related intelligence.

- **Late and inaccurate information:** When a citizen reports a gunfire incident, the 9-1-1 call typically comes several minutes after the event occurred, and based on analysis, the location provided is usually mislocated by 750 feet (on average). As a result, valuable time and resources are wasted trying to locate the incident, diminishing the opportunity to identify suspects and witnesses, recover evidence, and most importantly, render life-saving aid to victims.

The ability to receive near real-time gunfire intelligence data provides law enforcement agencies with a critical advantage in their efforts to address and prevent gun violence and improve officer safety. Specific results include:

- Deputies can more quickly and accurately go directly to the scene of the shooting
- Situational awareness is vastly improved over what is available when relying solely on the 9-1-1 system
- Law enforcement has a better chance of arriving before the shooter has left the scene
- Deputies are more likely to find evidence in the form of shell casings (which, in conjunction with NIBIN/IBIS, provide valuable investigative leads) and/or other ground truth that can aid in the investigation
- Deputies are more likely to find witnesses who may have information that can aid in the investigation
- Community engagement is heightened, which often translates into more information from the community (e.g., tip lines, field interviews, etc.)
- Enhanced targeted enforcement (precision policing)
- More court-admissible and scientifically sound forensic evidence is available to strengthen prosecutions of the worst offenders

ShotSpotter also provides invaluable data that can be analyzed to move law enforcement agencies from a reactive to a proactive position. Our gunshot detection solutions have historically helped law enforcement agencies:

- Effectively identify, analyze, and respond to gun crime
- Increase casings collection programs (which in conjunction with NIBIN/IBIS, provide valuable investigative leads)
- Build an extensive casings database to maximize data value:
  - Data can be analyzed in conjunction with ShotSpotter data to identify "hot addresses"
  - Results inform deployment of resources and targeted investigations
- Faster turnaround time for results with NIBIN program can lead to more cases being solved more quickly

ShotSpotter forensic evidence can be a powerful demonstrative tool for a prosecutor at trial. The audio of the gunfire played for the jury during trial and the precise timing and location of the gunfire plotted onto a Google Earth map can be compelling and tangible evidence against a defendant. ShotSpotter forensic evidence has been testified to by our expert witnesses in over 300 prosecutions in criminal courts throughout the United States.

Our goal is not to simply deliver technology, but rather to become a valuable partner. To that end, the SoundThinking Customer Success Team comprises former law enforcement executives who have first-hand experience in successfully deploying and using ShotSpotter. Our mission is your success: our Customer Success Team will work closely with the City from the earliest stages of your deployment through the life of the subscription to ensure the City has full access to our best practices and training components that drive successful outcomes.

We appreciate your consideration of our proposal and are confident that ShotSpotter will help the City detect gunfire, connect with vulnerable communities, and save lives. SoundThinking is committed to your success and we look forward to partnering with you to make ShotSpotter a key component of your efforts to address gun crime in the City of Compton.

Company History

SoundThinking is a public safety technology company that combines transformative solutions and strategic advisory services for sound decisions, to make neighborhoods safer and improve community confidence. SoundThinking was founded in 1995 (as ShotSpotter, Inc.) and has been providing gunshot detection solutions since its inception. SoundThinking is the world leader in gunshot detection, with over 1,000 square miles operational; more than 14 million incidents reviewed; and 40 issued patents. SoundThinking is a publicly traded corporation (NASDAQ: SSTI) with approximately 300 full-time employees and is headquartered in Fremont, California.

SoundThinking's SafetySmart Platform

The SafetySmart platform brings together specialized software and objective data to help law enforcement and civic leadership better protect their communities by ensuring the right resources are provided when and where they are needed most. As a trusted partner to many law enforcement agencies, SoundThinking has been both a firsthand witness and participant in the evolution of policing as it faces increasing challenges, such as staffing shortages, aging technologies, and exponential growth in data (as well as the need to access, analyze, and share data). In response to these challenges, SoundThinking has developed our SafetySmart platform that provides a range of tools beyond gunshot detection to help law enforcement agencies operate and collaborate more efficiently.

The SafetySmart platform brings the power of digital transformation to law enforcement. Together or separately, these data-driven solutions act as a force multiplier and help drive deeper community engagement by delivering better information, enabling better decisions, and driving better outcomes, for more efficient, effective, and equitable policing.

ShotSpotter Service Overview

How ShotSpotter Works

Based on an analysis of known gunfire-related crimes, the SoundThinking team designs and deploys networked sensors within the targeted coverage area. These acoustic arrays detect and locate gunshot activity within the coverage area and report that information to SoundThinking's Incident Review Center (IRC) which is staffed 24/7/365. ShotSpotter uses a two-factor incident review process to minimize false alerts. The first tier is performed by sophisticated AI software, to filter out any incidents that do not meet the minimum threshold for human review as potential gunfire incidents (e.g., helicopter noise, fireworks, etc.). The incidents that meet the minimum threshold for human review are then received at our IRC. The IRC review process is performed by a team of highly trained acoustic experts. In addition to examining the incident audio, SoundThinking's acoustic experts also examine the visual characteristics of the detected pulses and the incident, such as the number of participating sensors, the wave form, pulse alignment, and the direction of sound. The IRC review results in either publishing (Gunshot or Probable Gunshot) or dismissal (Non-Gunshot) of the incident with a high level of precision.

If the reviewer classifies the incident as a gunshot, the reviewer sends an alert, including location information and an audio snippet, to law enforcement agencies via a password-protected application on a mobile phone, in-car laptop, or computer. In addition to the dot-on-the-map and audio, ShotSpotter provides details such as number of shots fired, whether multiple shooters were involved, and whether high-capacity and/or fully automatic weapons were used. SoundThinking designed this entire process (i.e., recording the impulsive sound, two-factor review, and publishing alerts to authorized users) to be completed in less than 60 seconds (but is often completed within 25 to 30 seconds).

ShotSpotter customers receive a contextually rich, detailed gunfire alert that enables a fast, precise, and safer response to gunfire incidents. In addition, ShotSpotter alerts can also trigger other technology platforms such as cameras that can pan and zoom in the direction of an event. SoundThinking has successfully interfaced ShotSpotter with a wide range of third-party applications such as CAD, RMS, License Plate Readers, drones, and other applications.

ShotSpotter helps law enforcement agencies by directing resources to the precise location of more than 90% of gunfire incidents. ShotSpotter rapidly notifies first responders of shootings via dispatch centers, in-vehicle computers, and smart phones. Instant alerts enable first responders to aid victims, collect evidence, and identify witnesses. ShotSpotter's actionable intelligence can then be used to prevent future crimes by positioning law enforcement when and where crime is likely to occur. ShotSpotter gunshot detection and location services are delivered as an easily implemented Software as a Service (SaaS) solution, with no requirement for customer investment in or maintenance of expensive hardware or software. SoundThinking hosts, secures, monitors, and maintains the ShotSpotter infrastructure. Contracts are based on an affordable one-year or multi-year subscription agreement, and the subscription includes unlimited licenses for the proposed SoundThinking applications.

ShotSpotter Application

The ShotSpotter application is used by Call Takers, Dispatchers, and Patrol Deputies in the field. Real-time notifications of gunfire incidents are delivered to this app and includes the following data:

- Incident location (dot on the map, per the incident latitude and longitude)
- Type of gunfire (single round, multiple round)
- Unique identification number
- Date and time of the muzzle blast (trigger time)
- Nearest address of the gunfire location [1]
- Number of shots
- District identification
- Beat identification

Figure 1. ShotSpotter App in Dispatch View

A SoundThinking analyst may add other contextual information such as the possibility of multiple shooters, high-capacity weapons, full-automatic weapons, and the shooter's location related to a building (front yard, back yard, street, etc.). The report also includes an audit trail of the time the alert was published, acknowledged, and closed at the customer facility. All notes entered by Call Takers and Dispatchers added to the alert are time- and date-stamped with the operator's ID. For Patrol Deputies, the alert includes an audio snippet of the incident.

[1] Based on the reverse geo-verification of the incident latitude and longitude, using commercially available GIS sources such as Google or customer-provided GIS data.

Figure 2. ShotSpotter App in Respond View

InSight™

InSight™ enables customers to explore details about prior gunshot incidents in their ShotSpotter coverage area and use the data for investigation and analysis. Crime analysts, investigators, and command staff can view, filter, sort, report, and transform historical gunshot data into meaningful insights, ultimately informing strategies for reducing gun violence.

InSight enables users to find and identify the incidents using an extensive array of filters for date, time, location, keywords, single vs. multiple gunshots, patrol areas, as well as shapes drawn on the map. The shape filters narrow a search for shooting incidents within a radius of a known address, across several blocks, or look for and monitor activity on both sides of a jurisdictional border. Saved reports retain common filter settings for quick retrieval (e.g., "District 4 Gunfire – Last 28 days").

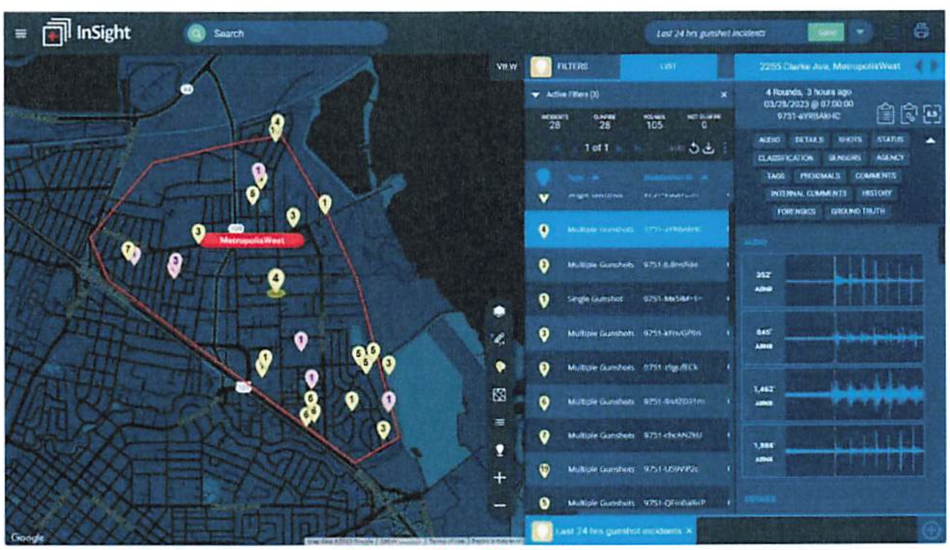

Figure 3. InSight App

InSight shows how a shooting event unfolded by watching a shot-by-shot animation that details the location and sequence of each shot. The software also highlights other nearby incidents that may be potentially related based on its relative distance and time of occurrence.

InSight comes with a set of reports that make it easy to share incident data throughout an agency:

- The Investigative Lead Summary report give details of a shooting incident including audio, location, sequence, and timing of each shot fired. This report is often used to share incident audio and details with colleagues, aid investigators with collecting evidence at the scene of a shooting and conducting better interviews of witnesses, suspects, and victims, or attach to a case file.
- The Multi-Incident report provides a summary of shooting incidents broken out by single, multiple, and probable gunshot incidents as well as any non-gunfire incidents if they were included in the search. The summary is followed by details for each incident including the date, time, location, number of rounds, CAD ID, ShotSpotter ID, and other details.

For customized, ad hoc reporting and analysis, InSight can export incident data to other off-the-shelf products such as Microsoft Excel, Tableau, Google Earth, ArcGIS, and other tools.

ShotCast

Figure 4. ShotCast Video

ShotCast provides a video summary report of shooting incidents detected by ShotSpotter that can be shared on the internet, social media, broadcast news, and other media outlets. SoundThinking created ShotCast to help Public Affairs staff expedite and simplify the process of informing the public of gunfire incidents in their neighborhoods. ShotCast can improve media coverage of gun violence, and, when incorporated into a broader communication strategy, can help educate the public, increase transparency and awareness about the impact of gun violence, and promote community engagement in public safety.

ShotCast video summaries include the actual gunfire audio and key details of the incident (location, time, and more) presented in a high-quality video format that PIOs can incorporate into various types of news coverage.

Mobile Alerts

The ShotSpotter smartphone application delivers real-time gunfire alert data to smart phones and smart watches, available for use on iPhones and Android platforms. The ShotSpotter app displays the gunfire location as a dot-on-a-map and the data also includes the number of rounds fired and access to the incident audio.

Figure 5. Smartwatch Notification

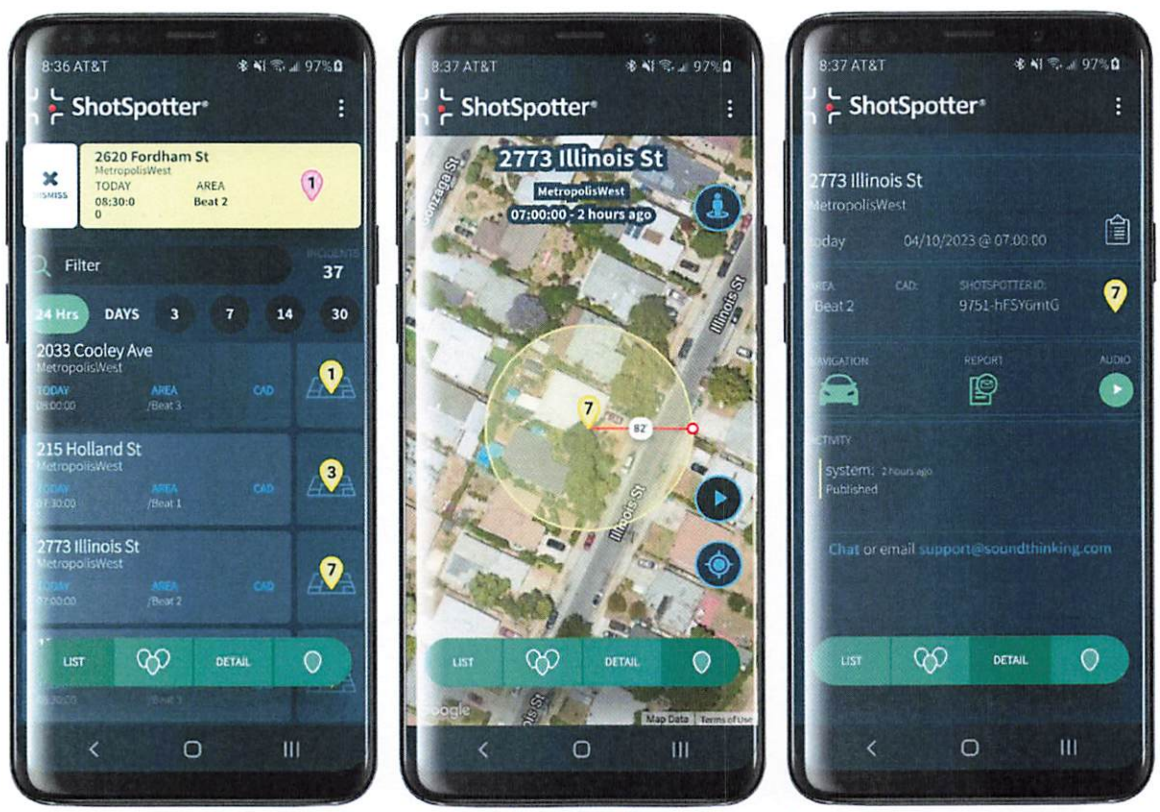

Figure 6. ShotSpotter Smartphone App

Investigative Lead Summary

The ShotSpotter Investigative Lead Summary (ILS) is an on-demand report that provides useful details about the location, timing, and sequence of each shot fired during an incident. The ILS is very valuable on scene, helping law enforcement find shell casings, confirm witness accounts, and identify suspects. ILS reports are available immediately after an incident occurs through a single click of a button within the mobile, web, or desktop ShotSpotter and InSight applications.

The ILS will fulfill the majority of law enforcement agency needs, particularly in situations where a report is not intended for presentation to court (since the ILS report is electronically produced, it is not court admissible).

ShotSpotter®

ShotSpotter ID: 9751-9n4Z021m

INVESTIGATIVE LEAD SUMMARY

INCIDENT DATE: MAR 28, 2023
CITY / ZONE: METROPOLISWEST / METROPOLISWEST
REPORT DATE: MAR 28, 2023 09:49:50
REQUESTED BY: SBEISNER@SHOTSPOTTER.COM

INDIVIDUAL SHOTS

The following shot count, times, and locations were automatically calculated by the ShotSpotter system at the time of detection. They are approximate and should be deemed as such. The number of individual shots below may not match the round count reported on page one if an Incident Reviewer adjusted the round count during incident review prior to publication. Some shots may overlap or hide other shots on the map.

SHOT	DATE	TIME	INTERVAL (sec)	LOCATION
# 1	03/28/2023	01:30:00.051	0.000	37.457093, -122.131414
# 2	03/28/2023	01:30:00.295	0.244	37.457044, -122.131472
# 3	03/28/2023	01:30:00.525	0.230	37.457035, -122.131474
# 4	03/28/2023	01:30:00.725	0.200	37.456951, -122.131526
# 5	03/28/2023	01:30:00.971	0.246	37.457044, -122.131410
# 6	03/28/2023	01:30:01.195	0.224	37.457029, -122.131433

For more information, email support@soundthinking.com, call 888.274.6877 or +1.510.794.3144. ©2023 SoundThinking, Inc. All rights reserved. ShotSpotter® and the ShotSpotter logo are registered trademarks of SoundThinking™, Inc.

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ILS

Figure 7. ShotSpotter Investigative Lead Summary (ILS)

Detailed Forensic Reports and Expert Witness Testimony

SoundThinking's Detailed Forensic Reports (DFR) and Expert Witness Testimony can provide unique trial evidence including audio recordings of shooting incidents. In nearly all the criminal proceedings in which our experts have been called to testify, SoundThinking has produced detailed, round-by-round analysis of the timing and location of the shots fired by one or more weapons. To the best of our knowledge, no other acoustic-based gunshot detection system has been accepted in a court of law as providing this kind of forensic evidence.

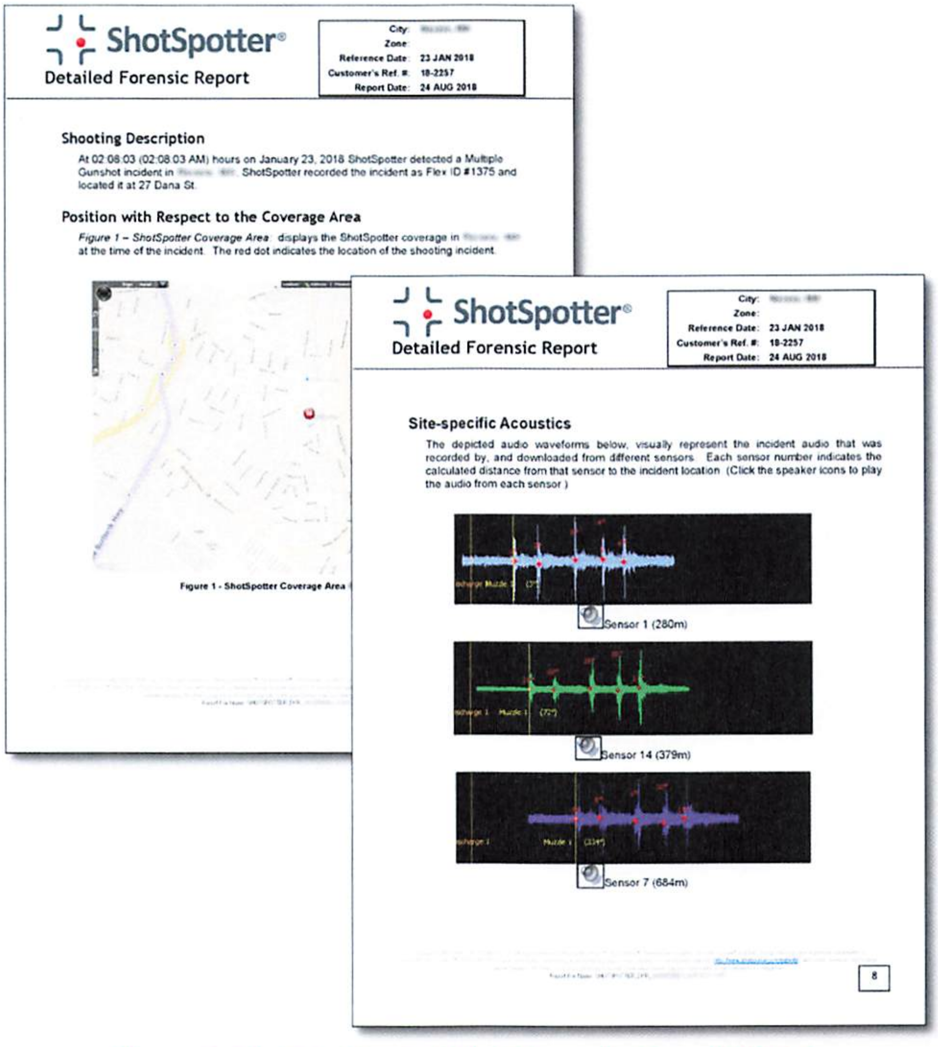

Figure 8. ShotSpotter Detailed Forensic Report (DFR)

ShotSpotter data can be foundational to arrests for firearm offenses and:

- Help identify suspects
- Assist in establishing the precise timeline of shootings and help explain crime scenes
- Provide evidence of premeditation or affect claims of self-defense
- Corroborate other evidence from the crime scene
- Provide crucial information in officer-involved shooting investigations

SoundThinking data supports detailed forensic analysis of gunfire incidents, including:

- Weapon type (e.g., automatic vs. semi-automatic)
- Number of rounds fired
- Possibility of multiple shooters

Unlike the ILS, the DFR is a court-admissible document prepared by our forensic engineers. The DFR is intended to be used by attorneys as part of a court case for the exact, verified timing, sequence, and location of each shot fired. Secondarily, DFRs are available for use by law enforcement to obtain search warrants or to investigate Officer Involved Shootings. DFRs are available upon written request, and our goal is to deliver all DFRs within ten business days of the request.

To support prosecutions, audio snippets provide powerful demonstrative evidence to prosecutors and allow jurors to gain a deeper understanding of the victims' experience of the incident. For prosecutors who wish to have a SoundThinking expert witness testify regarding a DFR, to help interpret and clarify crime scene activity derived from ShotSpotter data, or provide other forensic consultation services, these services are available for an hourly fee.

In 23 states and in the District of Columbia, SoundThinking evidence and SoundThinking expert witness testimony have been successfully admitted in over 300 court cases. ShotSpotter forensic evidence has prevailed in 25 Frye and Daubert challenges throughout the United States.

Notifications API (Optional)

The Notifications API (available as a separately priced option) allows client applications to receive accurate, timely details about ShotSpotter gunfire alerts, including precise latitude and longitude (geolocation), GPS-synchronized timestamps, incident audio, and situational context provided by the 24/7/365 Incident Review Center. Typical interfaces include:

- Video Management Systems (VMS)
- Computer-Aided Dispatch (CAD) systems
- Records Management Systems (RMS)
- Automated License Plate Readers (ALPRs)
- Crime analysis and statistics packages (including COMPSTAT software)

Each Notifications API license pack is available for an annual subscription fee that includes:

- Up to three (3) interfaces
- Establishing an instance of the API for the City on SoundThinking-hosted servers
- Consulting with the City and third parties to ensure the API operates according to the API specifications
- 24/7 alerts to up to three third-party interfaces
- Supporting the third party and City as systems are upgraded

Additional API licenses can be purchased in packs of three interfaces.

ResourceRouter™ (Optional)

ResourceRouter™

ResourceRouter, our subscription-based risk-forecasting and resource management solution is available as a separately priced option. ResourceRouter supports the City's crime reduction and community engagement initiatives and is offered as an extension of ShotSpotter.

ResourceRouter uses data to intelligently place resources, such as patrol Deputies or community intervention workers, in the right place at the right time to drive crime prevention while fostering positive engagement with the community. ResourceRouter leverages ShotSpotter's robust reporting platform (ShotSpotter InSight), to deliver near real-time insights into patrol and/or community intervention activity with the ability to overlay real-time gunshot detection information and provide measurable outcomes that can be shared with internal and external partners. In addition to citywide patrol plans for all crime types, for agencies that have deployed ShotSpotter, ResourceRouter can also uniquely provide gun crime forecasts in ShotSpotter coverage zones that far exceed traditional patrol methods in reducing violent crime.

As a result of deploying ResourceRouter, the City can be more effective and efficient, improving public trust and community safety.

Onboarding Services

Concurrent with the sensor design and deployment activities, SoundThinking will provide a series of onboarding services to prepare the Department to maximize the value of the ShotSpotter service. These standard onboarding steps will be refined to best serve the City team and ShotSpotter users. SoundThinking onboarding services are designed to:

- Ensure successful ShotSpotter service activation (go-live)
- Ensure full use of the features and functions available with the ShotSpotter service
- Ensure that the City's Best Practices are refined, as needed, to respond most effectively to the gun crime intelligence data being delivered for the coverage area
- Track and monitor the efficacy of the ShotSpotter service

SoundThinking has assembled a Customer Success Team of professionals with more than 275 years of combined law enforcement experience. The mission of this team of Consultants, Trainers, and Analysts is to maximize customer success with the ShotSpotter service. This team is available to our customers both pre- and post-production to advise, train, and guide them on the most effective use of the tools and services available with the ShotSpotter solution. The following provides a high-level overview of SoundThinking's standard Customer Onboarding Services, which will be tailored to support the City.

Getting Started

Prior to contract execution, a SoundThinking Customer Success Director will work with the City's project team to plan the onboarding process, beginning with an onsite Customer Kick-Off Meeting with all stakeholders. The teams will review the program objectives, lay out the key implementation steps, agree on a targeted activation date (go-live), and establish a protocol for ongoing communication throughout the onboarding process. SoundThinking will schedule biweekly status calls with the City's Program Manager and other project leaders to maintain regular communication throughout the implementation process.

Best Practices

Early in the Customer Onboarding Process, SoundThinking's Customer Success team, led by the assigned Customer Success Director, will work with the City's Program Manager and other project leaders to schedule and conduct a series of Best Practices sessions. These sessions will assist the City in establishing response protocols and procedures to manage the gunshot alerts and gun crime intelligence data that will be provided upon activation of the ShotSpotter service. SoundThinking will customize and conduct these sessions for each of the following groups of users involved in the gun violence reduction program in the targeted coverage area:

- Program Management
- Dispatch/Communications
- Field Operations/Patrol
- Investigations
- Prosecution
- Intelligence & Crime Analysis

User Training

SoundThinking will assign a Customer Success Director to the City to ensure that we deliver consistent, quality best practices training based on the City's needs to maximize the value of our service. The Customer Success Director will remain engaged with the City for the duration of our relationship. In preparation for the planned cutovers, SoundThinking will assign a Trainer to the City to train each group of users on the SoundThinking applications, including ShotSpotter, Dispatch, Administrative Portal, and InSight. The Trainer will conduct a Training Orientation with the City's Program Manager to ensure all users are properly trained on the relevant applications. SoundThinking's Trainer will work with the City to tailor a training program that addresses the unique needs and/or scheduling constraints of the City users. The training will be performed through a combination of remote instructor-led live training, train-the-trainer, and on-line recorded computer-based training.

This proposal includes training for coverage areas of up to two square miles. If the City's training requirements exceed those included with the Small or Medium Jurisdiction offering, this training can be provided for an additional fee.

Agency Metrics/KPIs (Key Performance Indicators)

Customer Success team members, led by the assigned Customer Success Director, will work with the City's Program Manager and Command staff to review, define, and adopt a set of agency metrics, or Key Performance Indicators (KPIs), to establish and monitor the efficacy of the ShotSpotter service and related agency Best Practices. It is important to ensure that the agency and all stakeholders have visibility (and routines in place) to track the program metrics or KPIs needed to monitor the status of the program and to make informed decisions regarding resources, response protocols, and the best practices to drive success.

Onsite Support During Service Activation (Go-Live)

On the day of ShotSpotter service activation to a live production status, the Customer Success Director will be on site to ensure that the transition is smooth, that the established best practices are being implemented as planned, and that user questions are answered quickly. Prior to cutover, SoundThinking's team will facilitate an introduction to the SoundThinking Support organization to review the support process and introduce the designated Technical Support Engineer to the City. Following service activation, the designated Technical Support Engineer will facilitate a series of Status Calls with the City to review the performance of the service. The

Customer Success Director will continue to work with the City to review and results being achieved by each group of users involved in the gun violence reduction program.

Ongoing Customer Support

Customers can use the monthly scorecard in the InSight app to communicate details on system performance and our service, including the number of Gunshot Alerts, Misses, Mislocated Incidents, Misclassified Incidents, and other useful metrics. A designated SoundThinking Technical Support Engineer reviews service requests and reported issues monthly and is available to discuss and address any concerns.

SoundThinking standard customer support includes 24/7 assistance with user accounts, software interface, tools, features, incident (re)classification, and review. Tier 1 Support is provided by our Incident Review Center (IRC). IRC staff have extensive experience with SoundThinking applications and provide real-time support of basic issues, and first level of support for information gathering and triage for advanced troubleshooting by Tier 2 Support. The Tier 2 Support Team comprises technically advanced, experienced Customer Support professionals who are responsible for advanced levels of troubleshooting and analysis, IT support, mapping issues, etc.

Support Level	Tier 1 Support (IRC)	Tier 2 Support (Customer Support)
Features	• Login support • Report a misclassification • Report a missed incident • Report a mislocated incident • Basic audio request • General/application questions • Request for ILS	Normal Support: • Analysis of missed gunshots • Detailed audio search • Performance analysis • Interface issues Critical Support: • System outage
Hours of Operation	24/7/365	Normal Support: 5:00 am – 11:00 pm Pacific Time Zone Escalation: 24/7/365

Customer References

SoundThinking has more than 160 ShotSpotter customers covering over 1,000 square miles. SoundThinking is the leader in the development and deployment of wide area acoustic gunshot detection and location systems. Today, SoundThinking provides gunshot detection and location services to law enforcement agencies across the country. Among these are:

- Pico Rivera, CA
- Lakewood, CA
- Hawaiian Gardens, CA
- Lancaster, CA
- Rancho Cordova, CA
- Pueblo, CO
- Perris, CA
- Antioch, CA

More information on ShotSpotter's results can be found here:
Hawaiian Gardens, CA: Crime Rates Drop in 2023
Goldsboro, NC: Arrest Made in Attempted Murder
Albuquerque, NM: 179 Gunshot Victims Found with ShotSpotter
Bakersfield, CA: 50 Arrests and 37 Guns Seized in First Year with ShotSpotter

Pricing

ShotSpotter is deployed to provide coverage for a specified area. SoundThinking offers our Small Jurisdiction pricing to smaller communities. This pricing includes a one-time Service Initiation and Onboarding fee, as well as a reduced subscription fee for coverage areas of up to two square miles. Additional coverage beyond that is offered at the SoundThinking's standard rates and additional training can be provided for an additional fee, if required. SoundThinking will collaborate with City stakeholders to determine the final coverage area location and related boundaries. The proposed 3.0 square mile coverage area targets Compton's highest crime areas while avoiding a highly customized coverage area.

3.0 mi² Coverage Area: Three-Year Term

Description	Year One	Year Two	Year Three	Total
ShotSpotter Annual Subscription Fee: Small Jurisdiction* – 2 mi²	$99,000	$99,000	$99,000	$297,000
ShotSpotter Annual Subscription Fee: Standard – 1 mi²	$75,000	$75,000	$75,000	$225,000
Annual Fee Subtotal	**$174,000**	**$174,000**	**$174,000**	**$522,000**
One-Time Service Initiation and Onboarding Fee: Small Jurisdiction	Included	N/A	N/A	$0
One-Time Service Initiation Fee: Standard	$10,000	N/A	N/A	$10,000
ShotSpotter Multi-Year Commitment Waiver*	($10,000)	N/A	N/A	($10,000)
One-Time Fee Subtotal	**$0**	**$0**	**$0**	**$0**
Total	**$174,000**	**$174,000**	**$174,000**	**$522,000**

*The ShotSpotter current annual subscription fee for cities the size of Compton is $49,500 per square mile. Please note, this rate is available for coverage areas up to a total of two (2) square miles. Any coverage beyond two (2) square miles will be at SoundThinking's standard annual subscription rate of $75,000 per square mile, plus a one-time Service Initiation Fee of $10,000 per square mile.

Forensic Consultation Services

Forensic Consultation Service Fee (Expert Witness Services) $350/hour

Expert Witness Testimony Services are available upon request and billed separately at the above rate.

Payment Terms

Payment for the and subscription shall be as follows:

Three-Year Payment Terms	
• 50% of Year 1 fee due upon execution of agreement	$87,000
• 50% of Year 1 fee due upon ShotSpotter service activation (live) status	$87,000
• 100% of Year 2 fee due prior to first anniversary of ShotSpotter live status	$174,000
• 100% of Year 3 fee due prior to second anniversary of ShotSpotter live status	$174,000

General Pricing Assumptions

This pricing is submitted based on the following assumptions:

- Services will be delivered under the terms of the SoundThinking Master Services Agreement and its Exhibits and Addenda, to which this Proposal will be attached as Exhibit A.
- This pricing does not include any state or local taxes; if taxes are applicable, we will be happy to provide an amended quote upon request.
- This proposal and all pricing contained herein remains valid for ninety (90) days from the date of this proposal.

ShotSpotter Pricing Assumptions

- The Multi-Year Term Commitment waiver will be applied to the one-time Service Initiation fee and is contingent upon SoundThinking receiving a three-year term commitment allowing us to invoice automatically for each annual subscription term over the three years of the agreement, without any requirement for obtaining additional approvals, purchase orders, or notifications.
- The City will provision network access to meet SoundThinking minimum specifications and requirements for all computers (PCs and MDCs) that will access the ShotSpotter service.

Optional Additional Services

Notifications API Annual Subscription Fee

Contract Term	Notifications API License Pack Annual Subscription Fee	Total
Three Years	$9,500	$28,500

Notifications API Pricing Assumptions

- The services will be delivered under the terms of the SoundThinking Master Services Agreement to which this Proposal will be attached as Exhibit A.
- The optional Notifications API License is a recurring annual subscription fee which includes up to three interfaces. Fee does not include costs required from other vendors to implement or support the planned interfaces.

November 6, 2024

TO: **MAYOR AND CITY COUNCIL**

FROM: **CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS ENGINEERING DEPARTMENT'S 2024-2025 FISCAL YEAR BUDGET TO ACCEPT AND APPROPRIATE $130,192 IN FUNDS FROM THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY NATIONAL TRANSIT DATA FUNDS AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING FOR SUCCESSFULLY REPORTING TO THE NATIONAL TRANSIT DATABASE FOR FISCAL YEAR 2021-2022**

SUMMARY

Staff is requesting City Council adoption of this resolution amending the Public Works Engineering Department's Fiscal Year 2024-2025 budget to accept and appropriate One Hundred Thirty Thousand One Hundred Ninety Two Dollars ($130,192.00) in funds from the Los Angeles County Metropolitan Transportation Authority ("LACMTA") National Transit Data ("NTD") and authorize the City Manager to enter into a Memorandum of Understanding with LACMTA for successfully reporting to the National Transit Database for Fiscal Year 2021-2022.

BACKGROUND

On November 14, 1980, the voters of the County of Los Angeles approved by majority vote Proposition A, an ordinance establishing a one-half percent sales tax for public transit purposes. On September 26, 2001, the LACMTA authorized payment of Proposition A Discretionary Incentive Funds to each participating agency in an amount equal to the Federal funds generated for the region by each agency's reported data to the National Transit Database.

The City of Compton, like many other cities, operates locally-funded fixed route and dial-a-ride public transit services in Los Angeles County. Rather than have each city report data directly to the Federal Transit Administration ("FTA"), the LACMTA submits a consolidated NTD report to the FTA on behalf of more than 45 cities. The data submitted by each of the local operators generates additional Federal Section 5307 capital funds to the region. Once Congress apportions the funds, LACMTA enters into Memorandum of Understandings ("MOU") with each city to make payment to each city for their share of the revenues generated for the Los Angeles County region.

STATEMENT OF THE ISSUE

On June 22, 2023, LACMTA approved the FY 2023-2024 transit funding allocations, which included funds to make payments to all cities that voluntarily reported NTD data for FY 2021-2022.

On April 1, 2024, the Federal Transit Administration (FTA) published in the Federal Register the FY 2023-2024 Apportionments, Allocations, and Program Information including unit values for the data reported to the NTD.

The City has voluntarily submitted their FY 2021-2022 data to the National Transit Database (NTD) and have successfully met all NTD and Federal Transit Administration (FTA) requirements in order to generate Federal 5307 funds for the Los Angeles County region.

Each participating jurisdiction city is paid dollar-for-dollar for what their service generates for the Los Angeles County Region minus the cost of the audit. The local funds provided through this MOU must be spent consistent with Proposition A and C Local Return Guidelines. The City has requested funds under the Proposition A Discretionary Incentive Program for collecting and reporting data for the NTD from the FY 2021-2022 Report Year.

Upon adoption of this resolution, the City Manager will sign a Memorandum of Understanding with the LACMTA, which entitles the City of Compton to receive a grant of One Hundred Thirty Thousand One Hundred and Ninety Two Dollars ($130,192.00) for the City's participation in the National Transit Data Base development for Fiscal Year 2021-2022.

The City will agree that the expenditures of the Proposition A Discretionary Incentive funds will be used for projects that meet the eligibility, administrative, audit, and lapsing requirements of Proposition A and Proposition C Local Return guidelines. This includes the expenditures of funds deemed to be for public transit purposes, to sustain or improve the quality and safety of and/or access to public transit by the general public or those requiring special public transit assistance.

City Council authorization is required for amendment of the Public Works Engineering Department's FY 2024-2025 budget to accept and authorize the grant funds and authorize the City Manager to enter into a Memorandum of Understanding with the LACMTA for successfully reporting to NTD for FY 2021-2022.

FISCAL IMPACT

Funds will be appropriated as follows:

Grant Funding sources include Federal Transit Administration, United States Department of Transportation (USDOT) and Federal Highway Administration will be appropriated as follows:

Increase Revenue

2000-000-000-3577	Other Agencies - MTA	$130,192.00

Increase Expenditure

Proposition A - Discretionary Incentive Grant Program
(MOU.PAICOMP24000)

2000-710-000-4266	Contract Services	$130,192.00

Funds in the amount of $130,192.00 will be available in the Public Works Engineering Department's 2024-2025 fiscal year budget in Account No. 2000-710-000-4266.

ALTERNATIVE

The City of Compton desires to receive its portion of Proposition A Discretionary Incentive Funds entitled to each participating agency for submitting data to the National Transit Database. Therefore, no other alternative is being proposed.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

JOHN D. STRICKLAND, JR.
DIRECTOR OF PUBLIC WORKS

APPROVED FOR FORWARDING:

WILLIE A. HOPKINS, JR.
CITY MANAGER

RESOLUTION NO. ___________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS 2024-2025 FISCAL YEAR BUDGET TO ACCEPT AND APPROPRIATE $130,192 IN FUNDS FROM THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY NATIONAL TRANSIT DATA FUNDS AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING FOR SUCCESSFULLY REPORTING TO THE NATIONAL TRANSIT DATABASE FOR FISCAL YEAR 2021-2022

WHEREAS, on November 14, 1980, the voters of the County of Los Angeles approved by majority vote, Proposition A, an ordinance establishing a one-half percent sales tax for public transit purposes; and

WHEREAS, at its September 26, 2001 meeting, the Los Angeles County Metropolitan Transportation Authority ("LACMTA") authorized payment of Proposition A Discretionary Incentive Funds to each participating agency in an amount equal to the Federal funds generated for the region by each agency's reported data; and

WHEREAS, at its June 22, 2023 meeting, the LACMTA approved the Fiscal Year 2023-2024 transit fund allocations, which included funds to make payments to all cities that voluntarily reported NTD data for FY 2021-2022; and

WHEREAS, on April 1, 2024, the Federal Transit Administration ("FTA") published in the Federal Register the FY 2023-2024 Apportionments, Allocations, and Program Information including unit values for the data reported to the National Transit Database ("NTD"); and

WHEREAS, the City has voluntarily submitted their FY 2021-2022 data to the National Transit Database (NTD) and have successfully met all NTD and Federal Transit Administration (FTA) requirements in order to generate Federal 5307 funds for the Los Angeles County region; and

WHEREAS, each participating jurisdiction is paid dollar-for-dollar for what their service generates for the Los Angeles County Region, minus the cost of the audit and the local funds provided through this MOU that must be spent consistent with Proposition A and C Local Return Guidelines; and

WHEREAS, the City has requested funds under the Proposition A Discretionary Incentive Program for collecting and reporting data for the NTD from the FY 2021-2022 Report Year; and

WHEREAS, on adoption of this Resolution, the City Manager will sign a Memorandum of Understanding with the LACMTA which entitles the City of Compton to receive a grant of One Hundred Thirty Thousand One Hundred and Ninety Two Dollars ($130,192.00) for the City's participation in the National Transit Data Base development for Fiscal Year 2021-2022; and

WHEREAS, the City agrees that the expenditures of the Proposition A Discretionary Incentive funds will be used for projects that meet the eligibility, administrative, audit, and lapsing requirements of Proposition A and Proposition C Local Return guidelines which include the expenditures of funds deemed to be for public transit purposes to sustain or improve the quality and safety of and/or access to public transit by the general public or those requiring special public transit assistance; and

WHEREAS, the City of Compton will accept One Hundred Thirty Thousand One Hundred and Ninety-Two Dollars ($130,192.00) from the Los Angeles County Metropolitan Transportation Authority National Transit Data Funds and amend the Public Works Engineering Department's FY 2024-2025 budget; and

WHEREAS, funds will be appropriated as follows:

Grant Funding sources include Federal Transit Administration, United States Department of Transportation (USDOT) and Federal Highway Administration, which will be appropriated as follows:

Increase Revenue

2000-000-000-3577	Other Agencies - MTA	$130,192.00

Increase Expenditures

Proposition A - Discretionary Incentive Grant Program
(MOU.PAICOMP24000)

2000-710-000-4266	Contract Services	$130,192.00; and

WHEREAS, funds in the amount of $130,192.00 will be available in the Public Works Engineering Department’s Fiscal Year 2024-2025 budget in Account No. 2000-710-000-4266; and

WHEREAS, LACMTA requires that the City of Compton execute a Memorandum of Understanding and submit an invoice in the amount of One Hundred Thirty Thousand One Hundred and Ninety-Two Dollars ($130,192.00) in order to receive payment.

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

SECTION 1. That the City hereby accepts and appropriates One Hundred Thirty Thousand One Hundred and Ninety-Two Dollars ($130,192.00) in National Transit Data funds from the Los Angeles County Metropolitan Transportation Authority for successfully reporting to the National Transit Database for Fiscal Year 2021-2022.

SECTION 2. That the City Manager, upon the advice and approval of the City Attorney, is hereby authorized to enter into a Proposition A Discretionary Incentive Grant Program Memorandum of Understanding for Collecting and Reporting Data for the National Transit Database for Report Year 2021-2022 with the Los Angeles County Metropolitan Transportation Authority.

SECTION 3. That Grant Funding sources include Federal Transit Administration, United States Department of Transportation (USDOT) and Federal Highway Administration, will be appropriated as follows:

Increase Revenue

2000-000-000-3577	Other Agencies - MTA	$130,192.00

Increase Expenditure

Proposition A - Discretionary Incentive Grant Program
(MOU.PAICOMP24000)

2000-710-000-4266	Contract Services	$130,192.00

SECTION 4. That the Public Works Engineering Department’s Fiscal Year 2024-2025 budget shall be amended to accept and appropriate funds in the amount $130,192.00 into Account No. 2000-710-000-4266 for the additional expenditures and $130,192.00 into Account No. 2000-000-000-3577 for the increased revenues.

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

SECTION 6. That the Mayor shall sign and City Clerk attests 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-**
ABSENT: **COUNCIL MEMBERS-**
ABSTAIN: **COUNCIL MEMBERS-**

____
CITY CLERK OF THE CITY OF COMPTON

PROPOSITION A DISCRETIONARY INCENTIVE GRANT PROGRAM MEMORANDUM OF UNDERSTANDING FOR COLLECTING AND REPORTING DATA FOR THE NATIONAL TRANSIT DATABASE FOR REPORT YEAR 2022

This Memorandum of Understanding (MOU) is entered into as of May 1, 2024 by and between Los Angeles County Metropolitan Transportation Authority ("LACMTA") and the City of Compton (the "City").

WHEREAS, on November 14, 1980, the voters of the County of Los Angeles approved by majority vote Proposition A, an ordinance establishing a one-half percent sales tax for public transit purposes; and

WHEREAS, at its September 26, 2001 meeting, the LACMTA authorized payment of Proposition A Discretionary Incentive funds to each participating agency in an amount equal to the Federal funds generated for the region by each agency's reported data; and

WHEREAS, at its June 22, 2023 meeting, LACMTA approved the Fiscal Year FY 2023-24 transit fund allocations, which included funds to make payments to all cities that voluntarily reported NTD data for FY 2021-22; and

WHEREAS, the City has voluntarily submitted their FY2021-22 data to the National Transit Database (NTD) and have successfully met all NTD and Federal Transit Administration (FTA) requirements in order to generate Federal 5307 funds for the Los Angeles County region; and

WHEREAS, the City has requested funds under the Proposition A Discretionary Incentive Program for collecting and reporting data for the NTD from the FY 2021-22 Report Year (the "Project"); and

WHEREAS, on April 1, 2024, the Federal Transit Administration (FTA) published in the Federal Register the FY 2023-24 Apportionments, Allocations, and Program Information including unit values for the data reported to the NTD; and

WHEREAS, the parties desire to agree on the terms and conditions for payment for the Project.

NOW, THEREFORE, LACMTA and the City hereby agree to the following terms and procedures:

ARTICLE 1. TERM

1.0 This Memorandum of Understanding ("MOU") will be in effect from **May 1, 2024**, through **June 30, 2027** at which time all unused funds shall lapse.

ARTICLE 2. STANDARDS

2.0 To receive payment for the submittal of the FY 2021-22 NTD statistics, the City warrants that it:

A. Adhered to the Federal Guidelines for collecting and Reporting NTD statistics including all audit requirements;

B. Prepared and submitted the FY 2021-22 ANNUAL NTD REPORT of the City's fixed-route and/or demand response transit service to the NTD on or before **October 31, 2022**;

C. Prepared and submitted the FY 2021-22 ANNUAL NTD REPORT of the City's fixed-route and/or demand response transit service to the LACMTA on or before **February 15, 2023**;

ARTICLE 3. PAYMENT OF FUNDS TO CITY

3.0 LACMTA shall pay the City for collecting and reporting FY 2021-22 NTD statistics. LACMTA shall pay the City for submitting the FY 2021-22 **ANNUAL NTD REPORT** for the applicable transit services as follows:

MOTOR BUS SERVICE
For City's motor bus service, LACMTA shall pay an amount equal to the 185,493 revenue vehicle miles reported by the City multiplied by the FTA unit value of 0.70102255316358331 per revenue vehicle mile. See Attachment A for detail.

DIAL-A-RIDE SERVICE
For City's dial-a-ride service, LACMTA shall pay an amount equal to the 224 revenue vehicle miles reported by the City multiplied by the FTA unit value of 0.70102255316358331 per revenue vehicle mile. See Attachment A for detail.

3.1 The City shall submit one invoice to LACMTA prior to **June 30, 2027**, in the amount of **$130,192** to receive its payment described above.

3.2 INVOICE BY CITY:

Send invoice with supporting documentation to:

Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P. O. Box 512296
Los Angeles, CA 90051-0296
accountspayable@metro.net

Re: LACMTA MOU# MOUPAICOMP24000 M.S. Chelsea Meister (99-4-3)

ARTICLE 4. CONDITIONS

4.0 The City agrees to comply with all requirements specified by the FTA guidelines for reporting NTD statistics.

4.1 The City understands and agrees that LACMTA shall have no liability in connection with the City's use of the funds. The City shall indemnify, defend, and hold harmless LACMTA and its officers, agents, and employees from and against any and all liability and expenses including defense costs and legal fees and claims for damages of any nature whatsoever, arising out of any act or omission of the City, its officers, agents, employees, and subcontractors in performing the services under this MOU.

4.2 The City is not a contractor, agent or employee of LACMTA. The City shall not represent itself as a contractor, agent or employee of LACMTA and shall have no power to bind LACMTA in contract or otherwise.

4.3 The City agrees that expenditure of the Proposition A Discretionary Incentive funds will be used for projects that meet the eligibility, administrative, audit and lapsing requirements of the Proposition A and Proposition C Local Return guidelines most recently adopted by the LACMTA Board.

4.4 These expenditures will be subject to **AUDIT** as part of LACMTA's annual Consolidated Audit.

ARTICLE 5. REMEDIES

5.0 LACMTA reserves the right to terminate this MOU and withhold or recoup funds if it determines that the City has not met the requirements specified by the FTA for collecting and submitting NTD statistics through LACMTA.

ARTICLE 6. MISCELLANEOUS

6.0 This MOU constitutes the entire understanding between the parties, with respect to the subject matter herein.

6.1 The MOU shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original MOU or the same level of authority.

ARTICLE 7. CONTACT INFORMATION

7.0 LACMTA's Address:
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: Chelsea Meister (99-21-3)
meisterc@metro.net

7.1 City's Address:
Compton
205 S. Willowbrook Ave.
Compton,CA 90220
Attn: John Strickland
jstrickland@comptoncity.org

IN WITNESS WHEREOF, the City and LACMTA have caused this MOU to be executed by their duly authorized representatives on the date noted below:

CITY:

City of Compton	Los Angeles County Metropolitan Transportation Authority
___________________________	By: _____________________________
	STEPHANIE N. WIGGINS
Mayor/City Manager	Chief Executive Officer
Date: _____________________	Date: ________________________

APPROVED AS TO FORM:	APPROVED AS TO FORM:
	DAWYN R. HARRISON
	County Counsel
	Digitally signed by: 4dd8a4b6-a104-429a-9907-9b6d6de7c696 DN: CN = 4dd8a4b6-a104-429a-9907-9b6d6de7c696 Date: 2024.10.02 13:29:49 -08'00'
By: ______________________	By: ______________________
Legal Counsel	Deputy
Date: _____________________	Date: 10/2/2024

ATTACHMENT A
LACMTA Voluntary NTD Reporting Program for FY22
Using FY24 FTA Formula Programs Apportionment Data Values

Jurisdiction	MODE	Total Vehicle Revenue Miles	$ from VRM	Tier II Operator Deduction	Total ($)Due to Jurisdiction	
Alhambra	MB	168,115	117,852.41		117,852	178,639
Alhambra	DR	86,711	60,786.37		60,786	
Artesia	DR (DT)	3,956	2,773.25		2,773	
Azusa	DR	28,615	20,059.76		20,060	
Baldwin Park	MB	173,378	121,541.89		121,542	139,086
Baldwin Park	DR	25,027	17,544.49		17,544	
Bell	MB	33,351	23,379.80		23,380	
Bell	DR	14,950	10,480.29		10,480	
Bellflower	MB	72,617	50,906.15		50,906	58,146
Bellflower	DR	10,327	7,239.46		7,239	
Bell Gardens	MB	91,237	63,959.19		63,959	81,790
Bell Gardens	DR	25,435	17,830.51		17,831	
Burbank	MB	212,160	148,728.94	(19,766)	128,963	
Calabasas	MB	65,374	45,828.65		45,829	51,463
Calabasas	DR	8,037	5,634.12		5,634	
Carson	MB	13,788	9,665.70		9,666	56,301
Carson	DT	66,524	46,634.82		46,635	
Cerritos	MB	100,933	70,756.31		70,756	97,359
Cerritos	DR	37,948	26,602.40		26,602	
Compton	MB	185,493	130,034.78		130,035	130,192
Compton	DR	224	157.03		157	
Covina	DR	43,672	30,615.06		30,615	
Cudahy	MB	33,395	23,410.65		23,411	30,244
Cudahy	DR	9,747	6,832.87		6,833	
Downey	MB	103,313	72,424.74		72,425	101,291
Downey	DR	41,178	28,866.71		28,867	
Duarte	MB	DID NOT REPORT F	-		-	
El Monte	MB	221,303	155,138.39		155,138	192,668
El Monte	DR	53,536	37,529.94		37,530	
Glendora	MB	44,811	31,413.52		31,414	61,485
Glendora	DR	42,896	30,071.06		30,071	
Huntington Park	MB	147,119	103,133.74		103,134	132,064
Huntington Park	DT	41,268	28,929.80		28,930	
LACDPWAvocado	MB	39,129.00	27,430.31		27,430	
LACDPWELA	MB	226,843.00	159,022.06		159,022	
LACDPWELA	DR	32,646.00	22,885.58		22,886	181,908
LACDPWEast Valinda	MB	44,279.00	31,040.58		31,041	
LACDPWKing Medical	MB	37,428.00	26,237.87		26,238	
LACDPWWillowbrook Shuttle	MB	73,799.00	51,734.76		51,735	542,348
LACDPWS.Whittier	MB	196,000.00	137,400.42		137,400	
LACDPWAthens	MB	36,721.00	25,742.25		25,742	
LACDPWLennox	MB	30,216.00	21,182.10		21,182	
LACDPWFloranceFirestone	MB	56,592.00	39,672.27		39,672	
Lakewood	DR	52,213	36,602.49		36,602	
Lawndale	MB	DID NOT REPORT F	-		-	
Lynwood	MB	147,420	103,344.74		103,345	
Malibu	DT	5,867	4,112.90		4,113	
ManhattanBeach	DR	22,484	15,761.79		15,762	
Maywood	MB	31,380	21,998.09		21,998	32,276
Maywood	DR	14,662	10,278.39		10,278	
MontereyPark	MB	-	-		-	11,785
MontereyPark	DR	16,811	11,784.89		11,785	
Pico Rivera	DR	8,765	6,144.46		6,144	
Rosemead	MB	104,818	73,479.78		73,480	94,855
Rosemead	DR	30,491	21,374.88		21,375	
Santa Fe Springs	DR	12,570	8,811.85		8,812	
South Gate	MB	118,783	83,269.56		83,270	160,309
South Gate	DT	109,896	77,039.57		77,040	
SouthPasadena	DR	20,054	14,058.31		14,058	
WestCovina	MB	155,047	108,691.44		108,691	135,451
WestCovina	DR	38,172	26,759.43		26,759	
West Hollywood	MB	114,445	80,229		80,229	
Total		3,869,524	2,792,852	(19,766)	2,773,086	
FY24 Revenue Mile Rate		0.701022553				

ATTACHMENT A
LACMTA Voluntary NTD Reporting Program for FY '22
Using FY '24 FTA Formula Programs Apportionment Data Unit Values

Jurisdiction	MODE	Total Vehicle Revenue Miles	Total Vehicle Revenue Hours	Total Passenger Miles	Total Operating Costs	$ from VRM	$from OPCOST	Total Generated	Total ($)Due to Jursd Before Tier 2 Deduction	Tier II Operator Deduction	Total ($)Due to Jurisdiction
Glendale	**MB**	871,699	100,417	1,127,888	10,012,370	611,080.66	8,770	$ 619,851	619,851	(82,378)	537,473
Pasadena	**MB**	739,633	71,223	1,905,376	6,777,893	518,499.41	36,974	$ 555,473	555,473	(73,822)	481,651
LADOT COMMUNITY DASH	**MB**	4,118,894	292,898	11,327,239	40,076,119	2,887,437	220,998	$ 3,108,436	3,108,436	(413,110)	2,695,326
LADOT DEPARTMENT OF AGING	**DR**	169,282	28,228	306,343	3,955,395	118,670	1,638	$ 120,308	120,308		120,308
Total LADOT		**4,288,176**	**321,126**	**11,633,582**	**44,031,514**	**3,006,108**	**222,636**	**$ 3,228,744**	3,228,744		2,815,634
									-		-
Total NTD 5307 Funds		**5,899,508**	**492,766**	**14,666,846**	**60,821,777**	**4,135,688**	**268,380**	**4,404,068**	4,404,068	**(569,310)**	3,834,758
									-		

FY24 Revenue Mile Rate	**0.7010226**	*
FY24 Passenger Mile Rate	**0.0690283**	

November 6, 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 CONTRACT ($695,647) WITH HDL COMPANIES, FORMERLY HINDERLITER DE LLAMAS AND ASSOCIATES, FOR MUNICIPAL TAX AND AUDIT CONSULTANT SERVICES, AND OPTIONAL SERVICES FOR BUSINESS LICENSE PROCESSING AND COLLECTIONS, AND TO ISSUE A PURCHASE ORDER OF TWO HUNDRED AND FORTY THOUSAND EIGHT HUNDRED DOLLARS ($240,800) 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 ($695,647), along with authorization to extend the term of the agreement for up to two (2) additional years of services, with HDL Companies, formerly Hinderliter de Llamas and Associates (HDL), to provide municipal tax and audit consultant services, and optional services for business license processing and collections, to the City. A purchase order is also being requested for the amount of Two Hundred and Forty Thousand Eight Hundred Dollars ($240,800) for services to be provided in the first year.

BACKGROUND

The following City Municipal Codes govern the administration of Sales Taxes, Utility User Taxes, and Business License taxes, and require audits to be performed on these tax transactions:

- Sales Taxes: *Section 3-5.16*
- Utility User Taxes: *Section 3-4.16 a*
- Business License Taxes: *Section 9-1.11*

(Please see Attachment "A" for detailed information)

In order to comply with these municipal codes, the City of Compton had a contract with HDL Companies, known at that time as Hinderliter, De Llamas and Associates ("HDL and Associates"), to provide Utility User Tax Services ("UUT"), Sales Tax Revenue Services ("STARS"), Business License Discovery and Audit Services since 2019. HDL's contract expired in June 2022. With recognition of the expiring contract, City staff released an RFP for Municipal Tax Consultant Services in May 2022. Only one firm, Muniservices (formerly Avenu Insights) submitted a proposal by the deadline. With only a single proposal, staff determined there was insufficient competition in the market for these services.

When the contract with HDL expired, the City continued to accept audit services from HDL in the interim. This was done in order to maintain operational audits and assurance for crucial tax revenue sources. HDL had performed the work in a satisfactory manner consistent with the City achieving its goals for the audits. As a result of HDL's work, approximately Five Thousand Six Hundred Fifty-Eight Dollars ($5,657.89) of revenue was realized, which cost the City approximately Eight Hundred Forty-Nine Dollars ($849) in fees. Resolution #25,937 approved the payment of their extended services.

In September 2023, City staff released another RFP for Municipal Tax Consultant Services, in which HDL Companies, formerly Hinderliter, De Llamas and Associates ("HDL and Associates") and Muniservices (Avenu Insights) provided proposals.

STATEMENT OF ISSUE

Proposals were obtained from HDL Companies and Muni Services. Both firms provided quotes and fee structures, but were not comparable on an "apples to apples" basis. In accordance to Municipal Code § 4-11.7(d) for Exceptions to Competitive Bidding Requirements, staff reviewed the proposals, evaluated their competence of the core services needed, communicated with both firms regarding their fee structures and applied sample quantities of deliverables based on estimates from past years of City operations to the proposed fees. Staff has determined that the proposal of HDL Companies demonstrates that they will be able to provide the expertise, experience, professionalism, staffing, and competence needed by the City for the services sought to be rendered. The agreement provides an option, upon the expressed request of the City Manager, for HDL Companies to also provide Business License operational services, which should be carefully planned with various City departments for proper internal control management before initiation of services.

(Please see Attachment "A" for detailed information regarding Municipal Code § 4-11.7(d) for Exceptions to Competitive Bidding Requirements)

HDL Companies was established to maximize local government revenues by providing allocation audits, analytical services, and software solutions to local governments. They provide municipal revenue solutions for Business License Tax, Lodging Tax, Sales, Use and Transaction Tax, and more. HDL Companies maintains the largest privately held Sales, Property, and Business Tax databases in California. This proprietary database serves as the base for identifying emerging economic trends and developing budget projections that take those trends into account. They are the leading provider of local tax revenue administration services and compliance in California. Currently, HdL Companies provide services to 364 of the 480 cities, 51 of 58 counties and 35 of the 110 special districts in the State of California for sales tax consulting and related services including Business License Tax/Registration, Transient Occupancy Tax, Cannabis Tax, Utility Users Tax, and etc. Their services provide accurate forecasting, insightful and timely reports, and easy-to-use software, all of which are great tools in budget planning.

With the selection of HDL Companies, staff's best estimate for the cost of services will be approximately Six Hundred Ninety-Five Thousand Six Hundred Forty-Seven Dollars ($695,647). The yearly cost breakdown is as follows:

Year 1- $240,800
Year 2- $232,340
Year 3- $222,507
Year 4- $221,570 (Optional)
Year 5- $222,298 (Optional)

Estimated Subtotal (Yrs.1-3): $695,647
Estimated Subtotal (Yrs.1-5): $1,139,515

Please see Attachment "B"and "C" for comparison and cost breakdown of services

Staff is requesting authorization be given to enter into a multi-year agreement with HDL Companies for Municipal Tax and Audit Consulting Services, and optional services for business license processing and collections, and to open a Purchase Order in the amount of Two Hundred and Forty Thousand Eight Hundred Dollars ($240,800) for services to be provided in the first year.

FISCAL IMPACT

As can be seen in the fee schedule attachment, the fee totals over each year could vary, depending on the amount of revenues received and audit results obtained. Staff has estimated the cost for the first year of services to be Two Hundred and Forty Thousand Eight Hundred Dollars ($240,800). Funds for this expenditure are available within Account No.1001-510-000-4266 in the Fiscal Year 2024-2025 City Manager's Department Budget. Funding for future services will be allocated in future City budgets.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

APPROVED FOR FORWARDING:

SHARON RAHBAN NAVIZADEH
CITY CONTROLLER FORWARDED TO 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 CONTRACT ($695,647) WITH HDL COMPANIES, FORMERLY HINDERLITER DE LLAMAS AND ASSOCIATES, FOR MUNICIPAL TAX AND AUDIT CONSULTANT SERVICES, AND OPTIONAL SERVICES FOR BUSINESS LICENSE PROCESSING AND COLLECTIONS, AND TO ISSUE A PURCHASE ORDER OF TWO HUNDRED AND FORTY THOUSAND EIGHT HUNDRED DOLLARS ($240,800) FOR SERVICES TO BE PROVIDED IN THE FIRST YEAR.

WHEREAS, Section 3-5.16 of the City of Compton Municipal Code governs the provisions set for Sales Taxes; and

WHEREAS, Section 3-4.16 a and d. of the City of Compton Municipal Code governs the provisions set for Utility User Taxes; and

WHEREAS, Section 3-4.25 of the City of Compton Municipal Code states that: "*The City shall annually verify that the taxes owed under this section have been properly applied, exempted, collected, and remitted in accordance with this section, and properly expended according to applicable municipal law. The annual verification shall be performed by a qualified independent third party and the review shall employ reasonable, cost-effective steps to assure compliance, including the use of sampling audits. The verification shall not be required of tax remitters where the cost of the verification may exceed the tax revenues to be reviewed.*"

WHEREAS, Section 9-1.11 and 9-1.11 a. of the City of Compton Municipal Code governs the provisions set for Business License Taxes; and

WHEREAS, in order to comply with these municipal codes, the City of Compton had a contract with Hinderliter, De Llamas and Associates ("HDL and Associates"), now known as HDL Companies, to provide Utility User Tax Services ("UUT"), Sales Tax Revenue Services ("STARS"), Business License Discovery and Audit Services since 2019; and

WHEREAS, HDL's contract expired in June 2022; and

WHEREAS, with recognition of the expiring contract, City staff released an RFP for Municipal Tax Consultant Services in May 2022. Only one firm, Muniservices (formerly Avenu Insights) submitted a proposal by the deadline. With only a single proposal, staff determined there was insufficient competition in the market for these services; and

WHEREAS, the City continued to accept audit services from HDL in the interim. This was done in order to maintain operational audits and assurance for crucial tax revenue sources; and

WHEREAS, in September 2023, City staff released another RFP for Municipal Tax Consultant Services, in which HDL Companies, formerly Hinderliter, De Llamas and Associates ("HDL and Associates") and Muniservices (formerly Avenu Insights) provided proposals; and

WHEREAS, both firms provided quotes and fee structures, but were not comparable on an "apples to apples" basis; and

WHEREAS, in accordance to Municipal Code § 4-11.7(d) for Exceptions to Competitive Bidding Requirements, staff reviewed the proposals, evaluated their competence of the core services needed, communicated with both firms regarding their fee structures and applied sample quantities of deliverables based on estimates from past years of City operations to the proposed fees. Staff has determined that the proposal of HDL Companies demonstrates that they will be able to provide the expertise, experience, professionalism, staffing, and competence needed by the City for the services sought to be rendered; and

WHEREAS, with the selection of HDL Companies, staff's best estimate for the cost of services will be approximately Six Hundred Ninety-Five Thousand Six Hundred Forty-Seven Dollars ($695,647). The yearly cost breakdown is as follows:

Year 1- $240,800
Year 2- $232,340
Year 3- $222,507
Year 4- $221,570 (Optional)
Year 5- $222,298 (Optional)

WHEREAS, staff is requesting authorization be given to enter into a multi-year agreement with HDL Companies for Municipal Tax and Audit Consulting Services, and optional services for business license processing, and to open a Purchase Order in the amount of Two Hundred and Forty Thousand Eight Hundred Dollars ($240,800) for services to be provided in the first year; and

WHEREAS, funds for this expenditure are available within Account No.1001-510-000-4266 in the Fiscal Year 2023-2024 City Manager's Department Budget

Account Code	Account Name	Amount
1001-510-000-4266	City Manager's Department General Fund Contract Services	$240,800

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 an agreement with HDL Companies to provide municipal tax and audit consultant services to the City; and

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

SECTION 1. That the City Manager, on the advice and approval of the City Attorney, is hereby authorized to enter into a professional services agreement with HDL Companies, formerly Hinderliter, de Llamas and Associates (HDL) for municipal tax and audit consultant services, and optional services for business license processing and collections.

SECTION 2. That funds in the amount of Two Hundred and Forty Thousand Eight Hundred Dollars ($240,800) are available in the Fiscal Year 2024-2025 operating budget in account number 1001-510-000-4266.

SECTION 3. That a purchase order is authorized to be established with HDL Companies in the amount of ($240,800) for the first year of services.

SECTION 4. That for the purpose of the enforcement of Chapter 9, §9-1.11 of the City's Municipal Code, to authorize the deputizing of HDL Companies as the qualified accountant to examine the necessary books and records of any person doing business in the City.

SECTION 5. 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 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) ss
CITY OF COMPTON)

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

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

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

____
CITY CLERK OF THE CITY OF COMPTON

Attachment A

City of Compton Municipal Code

Sales Taxes:

§ 3-5.16

By no later than December 31 of each year, the City's independent auditors shall complete a Transactions and Use Tax Ordinance Compliance and Internal Control Audit Report. Such report shall review whether the tax revenues collected pursuant to this ordinance are collected, managed, and expended in accordance with the requirements of this ordinance.

Utility User Taxes:

§ 3-4.16

a. The Tax Administrator shall have the power and duty, and is hereby directed, to enforce each and all of the provisions of this Section 3-4.

d. The Tax Administrator may conduct an audit, to ensure proper compliance with the requirements of this Section 3-4, of any person required to collect and/or remit a tax pursuant to this Section 3-4.

§ 3-4.25

The City shall annually verify that the taxes owed under this section have been properly applied, exempted, collected, and remitted in accordance with this section, and properly expended according to applicable municipal law. The annual verification shall be performed by a qualified independent third party and the review shall employ reasonable, cost-effective steps to assure compliance, including the use of sampling audits. The verification shall not be required of tax remitters where the cost of the verification may exceed the tax revenues to be reviewed.

Business License Taxes:

§ 9-1.11

It shall be the duty of the License Collector, and he is hereby directed, to enforce each and all of the provisions of this chapter and of any other Chapter of this Code requiring the payment of any license fee, and the Chief of Police shall render such assistance in the enforcement of this Chapter as may be required by the License Collector and the Council.

The License Collector in the exercise of the duties imposed upon him, and acting through his deputies or duly authorized employees, shall examine all places of business in the City to ascertain whether or not the provisions of this Chapter have been complied with.

The License Collector and his deputies and duly authorized employees shall have the power to examine all necessary books and records of all persons doing business in the City required to be licensed by the terms of this Chapter, for the purpose of ascertaining the amount of license fee required to be paid by the provisions hereof.

a. Accountant May Be Deputized. For the purpose of the enforcement of this Chapter, the License Collector may with the prior consent of the Council deputize a qualified accountant to examine the necessary books and records of any person doing business in the City. Any failure on the part of any person licensed under this Chapter to exhibit to and allow examination by an accountant so deputized shall constitute a violation of this Code.

Transient Occupancy Tax:

§ 3-2.9

If any operator shall fail or refuse to collect such tax and to make, within the time provided in this Chapter, any report and remittance of such tax, or any portion thereof, required by the provisions of this section, the City Controller shall proceed in such manner as he may deem best to obtain facts and information on which to base his estimate of the tax due. As soon as the City Controller shall procure such facts and information as he is able to obtain upon which to base the assessment of any tax imposed by the provisions of this section and payable by any operator who has failed or refused to collect the same and to make such report and remittance, the City Controller shall proceed to determine and assess against such operator the tax, interest, and penalties provided for by this Chapter. In the event such determination is made, the City Controller shall give a notice of the amount so assessed by serving it personally or by depositing it in the United States mail, postage prepaid, addressed to the operator so assessed at his last known place of address. Such operator may, within 10 days after the serving or mailing of such notice, make application in writing to the City Controller for a hearing on the amount assessed. If an application by the operator for a hearing is not made within the time prescribed, the tax, interest, and penalties, if any, determined by the City Controller shall become final and conclusive and immediately due and payable. If such an application is made, the City Controller shall give not less than five days' written notice in the manner prescribed in this section to the operator to show cause at a time and place fixed in such notice why the amount specified therein should not be fixed for such tax, interest, and penalties. At such hearing the operator may appear and offer evidence why such specified tax, interest, and penalties should not be so fixed. After such hearing the City Controller shall determine the proper tax to be remitted and shall thereafter give written notice to the person in the manner prescribed in this section of such determination and the amount of such tax, interest, and penalties. The amount determined to be due shall be payable after 15 days unless an appeal is filed as provided in **§** 3-2.10.

Franchise Fees:

§ 10-7.2 **Franchise Fee.**

A State video franchise holder operating in the City shall pay to the City a franchise fee that is equal to 5% of the gross revenues of that State video franchise holder. The term "gross revenues" shall be defined as set forth in California **Public Utilities Code** section 5860.

§ 10-7.3 **Audit Authority.**

Not more than once annually, the City may examine and perform an audit of the business records of a holder of a State video franchise to ensure compliance with all applicable statutes and regulations related to the computation and payment of franchise fees.

Municipal Code § 4-11.7(d)

Exceptions to Competitive Bidding Requirements states:

"any contract for professional services; such as, but not limited to, attorneys, physicians, architects, engineers, consultants, accountants, specialized printers or other individual organizations possessing a high degree of professional, unique, specialized or technical skill or expertise. Selection of professional services providers shall be on the basis of demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required at a fair and reasonable price."

Attachment B

HDL and Associates

Utility User Tax Monitoring Service & Tax Compliance Audit	Sales, Use and Transactions Tax Audit, Analytics and Reporting	Business License Tax	Payment Processing	Transient Occupancy Tax	Billing Rates	
Specific service	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**	**Comments**
Administration	$54,000	$56,700	$59,535	$62,512	$65,637	
Audit	$0					Audits only performed on request by City, for substantive UUT reporters. Not common, can discuss
Administration	$9,000	$9,450	$9,923	$10,419	$10,940	
Recovery (audits)	$16,000	$16,800	$17,640	$18,522	$19,448	
Implementation	$5,000					
Administration	$68,000	$71,400	$74,970	$78,719	$82,654	Based on estimated 4,000 active businesses
Discovery/audit	$60,000	$54,000	$40,000	$32,000	$24,000	Uses above estimated revenue recovery from BLT discovery/audit
Collections	$25,000	$20,000	$16,250	$15,000	$15,000	Uses above estimated revenue recovery from BLT collections
Administration	$3,800	$3,990	$4,190	$4,399	$4,619	Used estimated # of lodging providers above
Audit	$0	$0	$0	$0	$0	Lodging provider audits are included with TOT administration service
Payment processing services	unable to estimate. City's current payment processing transaction costs will be best method.					
	$240,800	**$232,340**	**$222,507**	**$221,570**	**$222,298**	

Attachment C

Costing for MuniServices

SERVICES*	SUTA And District Tax	UUT	BLT	Reporting	TOT	Economic Development Consulting	Payments	ANNUAL FEE
								Annual Subscription
YEAR 1	-Conduct annual Sales and Use Tax Audit including District Tax Audit	-Review of UUT legislation and ordinance review. -Conduct UUT Compliance Audit	-Audit BL collections and remittance -Conduct Discovery & Recovery services for BL Taxes	-Clearview Analytic Forecasting and Reporting	-Conduct annual Hotel/Motel Audit Program	-Geo-specific data -Customized annual presentations on sales trends	-Integrated and over the counter payment processing for ACH, Credit Card and Debit.	**$99,000**
YEAR 2	-Conduct annual Sales and Use Tax Audit including District Tax Audit	-Review of UUT legislation and ordinance review. -Conduct UUT Compliance Audit	-Audit BL collections and remittance -Conduct Discovery & Recovery services for BL Taxes	-Clearview Analytic Forecasting and Reporting	-Conduct annual Hotel/Motel Audit Program	-Geo-specific data -Customized annual presentations on sales trends	-Integrated and over the counter payment processing for ACH, Credit Card and Debit.	**$103,950**
YEAR 3	-Conduct annual Sales and Use Tax Audit including District Tax Audit	-Review of UUT legislation and ordinance review. -Conduct UUT Compliance Audit	-Audit BL collections and remittance -Conduct Discovery & Recovery services for BL Taxes	-Clearview Analytic Forecasting and Reporting	-Conduct annual Hotel/Motel Audit Program	-Geo-specific data -Customized annual presentations on sales trends	-Integrated and over the counter payment processing for ACH, Credit Card and Debit.	**$109,150**
YEAR 4	-Conduct annual Sales and Use Tax Audit including District Tax Audit	-Review of UUT legislation and ordinance review. -Conduct UUT Compliance Audit	-Audit BL collections and remittance -Conduct Discovery & Recovery services for BL Taxes	-Clearview Analytic Forecasting and Reporting	-Conduct annual Hotel/Motel Audit Program	-Geo-specific data -Customized annual presentations on sales trends	-Integrated and over the counter payment processing for ACH, Credit Card and Debit.	**$114,000**
YEAR 5	-Conduct annual Sales and Use Tax Audit including District Tax Audit	-Review of UUT legislation and ordinance review. -Conduct UUT Compliance Audit	-Audit BL collections and remittance -Conduct Discovery & Recovery services for BL Taxes	-Clearview Analytic Forecasting and Reporting	-Conduct annual Hotel/Motel Audit Program	-Geo-specific data -Customized annual presentations on sales trends	-Integrated and over the counter payment processing for ACH, Credit Card and Debit.	**$119,700**

RESOLUTION NO. 25,937

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED TEN THOUSAND FOUR HUNDRED AND NINE DOLLARS ($10,409) FOR HDL'S PAST DUE INVOICES FOR PROFESSIONAL MUNICIPAL TAX AND AUDIT CONSULTING SERVICES RENDERED.

WHEREAS, Section 3-4.25 of the City of Compton Municipal Code states that: *"The City shall annually verify that the taxes owed under this section have been properly applied, exempted, collected, and remitted in accordance with this section, and properly expended according to applicable municipal law. The annual verification shall be performed by a qualified independent third party and the review shall employ reasonable, cost-effective steps to assure compliance, including the use of sampling audits. The verification shall not be required of tax remitters where the cost of the verification may exceed the tax revenues to be reviewed."*

WHEREAS, Section 3-5.16 of the City of Compton Municipal Code governs the provisions set for Sales Taxes; and

WHEREAS, Section 3-4.16 a and d. of the City of Compton Municipal Code governs the provisions set for Utility User Taxes; and

WHEREAS, Section 9-1.11 and 9-1.11 a. of the City of Compton Municipal Code governs the provisions set for Business License Taxes; and

WHEREAS, in order to comply with these municipal codes shown above, Resolution #24,943 was adopted authorizing the City Manager to enter into a contract with HDL to provide Utility User Tax Services ("UUT"), Sales Tax Revenue Services, and Business License Discovery and Audit Services in 2019; and

WHEREAS, the authorized contract mentioned above expired in June of 2022; and

WHEREAS, when the original contract with HDL expired in June of 2022, staff continued to accept audit services from HDL. This was done in order to maintain operational audits and assurance for crucial tax revenue sources; and

WHEREAS, as a result of HDL's work, approximately Five-Thousand Six-Hundred Fifty-Eight Dollars ($5,658) of revenue was realized, which cost the City approximately Eight Hundred and Forty-Nine Dollars ($849) in contingent fees; and

WHEREAS, the outstanding balance of HDL's invoices for work performed is Ten Thousand Four Hundred and Nine Dollars ($10,409).

WHEREAS, the following invoices are outstanding; and

Invoice #'s	Invoice Date	Invoice Amount
SIN021183	08/31/22	300.00
SIN023424	12/09/22	2,045.93
SIN023759	12/22/22	300.00
SIN026323	03/24/23	2,487.81
SIN026877	03/31/23	300.00

SIN028818	06/15/23	2,253.70
SIN029050	06/23/23	300.00
SIN030656	08/21/23	2,121.56
SIN031818	09/24/23	300.00

WHEREAS, staff is requesting that City Council authorize the City Manager to issue a Purchase Order for the amount of Ten Thousand Four Hundred and Nine dollars ($10,409) for the outstanding invoices for professional municipal tax and audit consulting services rendered; and

WHEREAS, funds for this expenditure are available within Account No.1001-650-000-4266 in the Fiscal Year 2023-2024 City Controller's Department Budget; and

Account Code	Account Name	Amount
1001-650-000-4266	General Fund Other Contract Services	$10,409

WHEREAS, staff recommends the City Council to adopt the attached Resolution to authorize the City Manager to open a Purchase Order for the amount of Ten Thousand Four Hundred and Nine dollars ($10,409) for professional municipal tax and audit consulting services rendered while the contract was expired; 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 open a Purchase Order for the amount of Ten Thousand Four Hundred and Nine dollars ($10,409) from the City Controller Department's account 1001-650-000-4266 for Hinderliter, de Llamas and Associates (HDL) for professional municipal tax and audit consulting services rendered.

SECTION 2. That funds in the amount of Ten Thousand Four Hundred and Nine dollars ($10,409) are available in the Fiscal Year 2023-2024 operating budget in account number 1001-650-000-4266 City Controller's Department.

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 21st day of NOVEMBER, 2023.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CLERK OF THE CITY OF COMPTON

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

I, Vernell McDaniel, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on this 21st day of NOVEMBER, 2023.

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

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

CITY OF COMPTON
INCORPORATED
MAY 11 A.D. 1888
CALIFORNIA

CITY CLERK OF THE CITY OF COMPTON