

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

04/22/2025

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

**205 S. WILLOWBROOK AVE
COMPTON, CA 90220**

OPENING

ROLL CALL

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT ON CLOSED SESSION ITEMS

CLOSED SESSION

1.
 - Adriana Shrem v. City of Compton – 22CMCV00612
 - Conference with Legal Counsel (Existing Litigation) – (Paragraph (1) of subdivision (d) of Government Code Section 54956.9) – One potential case
 - Conference with Legal Counsel (Anticipated Litigation) - Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2)
 - Conference with Legal Counsel (Anticipated Litigation) - Significant exposure to litigation pursuant to Government Code Section 54956.9(h): One potential case
 - Conference with Legal Counsel (Anticipated Litigation) - Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2) / (e)(1): One

Potential Cases

- Conference with Legal Counsel (Anticipated Litigation) - Initiation of litigation pursuant to Government Code Section 54956.9(d)(4)
- Conference with Real Property Negotiator

REPORT OUT OF CLOSED SESSION

PRESENTATIONS

2. CERTIFICATE PRESENTATION - SMALL BUSINESS GRANT PROGRAM - Turmel Woods

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

3. FEBRUARY 4, 2025

CITY MANAGER

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON SUPPORTING AUTISM ACCEPTANCE MONTH IN APRIL

REGULAR AGENDA

NEW BUSINESS

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE PUBLIC WORKS STREET MAINTENANCE DEPARTMENT'S FISCAL YEAR 2024-2025 BUDGET AND ESTABLISH A PURCHASE ORDER WITH ALANS LAWN AND GARDEN CENTER, INC. TO PURCHASE EQUIPMENT AND SUPPLIES FOR MAINTENANCE OF CITY PARKS IN AN AMOUNT NOT TO EXCEED THIRTY THOUSAND DOLLARS (\$30,000.00)
6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A LEGAL SERVICES RETAINER AGREEMENT WITH MCINTYRE LAW GROUP FOR FISCAL YEARS 2024-2025 AND 2025-2026 WITH THE OPTION OF TWO (2) ONE (1) YEAR RENEWAL EXTENSIONS
7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE ESTIMATE OF

ADDITIONAL SCOPE OF WORK FROM P31 CONSTRUCTION AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSTRUCTION AGREEMENT WITH P31 CONSTRUCTION AND AMENDING THE GRANTS DEPARTMENT FY2024-2025 BUDGET, TO ESTABLISH A PURCHASE ORDER FOR THE HERITAGE HOUSE PROJECT FOR THE AMOUNT OF \$111,713.35

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE GRANTS DEPARTMENT'S FISCAL YEAR 2024-2025 BUDGET AND ESTABLISH PURCHASE ORDERS WITH LNI CUSTOM MANUFACTURING, INC. AND FORMS + SURFACES, INC. FOR THE PURCHASE OF BUS SHELTERS IN AN AMOUNT NOT TO EXCEED THREE HUNDRED SIXTY THOUSAND DOLLARS (\$360,000.00)
9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE PUBLIC WORKS STREET MAINTENANCE DEPARTMENT'S FISCAL YEAR 2024-2025 BUDGET AND ESTABLISH A PURCHASE ORDER WITH ROADLINE PRODUCTS, INC. FOR THE PROCUREMENT OF PAVEMENT MARKING EQUIPMENT AND MATERIALS IN AN AMOUNT NOT TO EXCEED THIRTY-FIVE THOUSAND DOLLARS (\$35,000)
10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON UPDATING AND CLARIFYING PROCEDURES FOR THE OPERATION OF THE CITY'S FINANCE COMMITTEE AND AMENDING RESOLUTION 25,123
11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE-YEAR PROFESSIONAL SERVICES AGREEMENT WITH NEOGOV (\$499,552.66 TOTAL) FOR THE PROVISION OF ADMINISTRATIVE AND TECHNICAL SOFTWARE SERVICES (DIGITAL RECRUITING, ONBOARDING, DATA IMPLEMENTATION, ETC.), TO AMEND THE FISCAL YEAR 2024-2025 BUDGET FOR THE HUMAN RESOURCES DEPARTMENT, AND TO AUTHORIZE A PURCHASE ORDER TO NEOGOV FOR THE FIRST YEAR OF SERVICE (\$204,700.96)
12. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON UPDATING AND CLARIFYING PROCEDURES FOR THE OPERATION OF THE CITY'S AUDIT COMMITTEE AND AMENDING RESOLUTION 25,220

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: 5/6/2025 5:30 PM

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

FEBRUARY 4, 2025

The Compton City Council meeting was called to order at 5:36 p.m. by Mayor Emma Sharif in the Council Chambers of City Hall. The Moment of Silence and Pledge of Allegiance Ceremonies were also led by Mayor Emma Sharif.

ROLL CALL

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

Council Members Absent: A. Spicer, L. Darden

Other Officials Present: E. Perrodin, S. Zurita, B. Mims, W. Hopkins

City Clerk Zurita announced that Agenda Items 5,6,7 and 8 will be read as 3, 4, 5 and 6. In addition, the public hearing information will be read under City Manager's Reports.

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Dion Powell solicited the City Council to assist him with paying his water bill. He explained his financial situation and questioned why some cities aid immigrants while residents receive little support. He mentioned the challenges of returning to work due to his mental health issues and stressed the distress of potentially losing his water service again.

Councilmember Bowers educated Mr. Powell about the PACE program, which helps residents with past due water bills up to \$5,000.

Mayor Sharif asked the City Manager to share information about the PACE program with Mr. Powell.

Rodney Lister expressed concerns about the City's auditor and questioned how they were allowed to work beyond the scope of their contract on two separate occasions. He proposed that the City consider hiring internal staff for such services instead of outsourcing to costly contractors.

Didonte Farmer, K9 Hubb Dog Rescue, expressed his frustration with the City's contract with Los Angeles County Animal Shelter. He called the contract illegal and described his efforts to pick up deceased animals scattered throughout the City's streets. He requested an opportunity to utilize City-owned property to open a local animal shelter to compensate for the eventual decommission of Downey Animal Shelter.

Mayor Sharif advised Mr. Farmer to speak with Assistant City Manager Simmons.

Councilmember Duhart reported calls from constituents regarding a dead animal near a school and a dead possum in the garage of a 95-year-old woman. She referenced the City's \$1.2M contract with Los Angeles County Animal Control and stressed the need for better service and accountability.

Mercedes Farmer, K9 Hubb Dog Rescue Treasurer, shared details about her weekly experiences at Downey Animal Shelter. She asserted that it is in poor condition and lacks the resources necessary for housing sick and displaced animals. She cited comments from someone in the Compton Sheriff Department and an employee at Downey Animal Shelter reaffirming Downey Animal Shelter's inability to cover twenty cities. She maintained that their service is unacceptable and that she will continue to visit Downey Animal Shelter every Tuesday to collect data.

Gilda Blueford requested the identity of the person that authorized Eadie & Payne, LLC. to work beyond their original contract. She inquired about the date of the water bill workshop that was cancelled in January. She also asked the City Manager to verify the 2025-2026 fiscal year budget projections provided by the City Controller due to her concerns for service cuts. She further petitioned the City Council not to extend the ten-year incentive subsidy to UPS next year because the City can use the revenue.

Maria Villareal, Latino Chamber of Commerce, expressed her commitment to the Compton community, particularly the Latino community. She affirmed that residents should not be funding city employees' retirement and mentioned her ongoing efforts to seek refunds related to these charges. She also highlighted the importance of the City Council taking swift action to address a disturbing video that has surfaced.

Lynn Boone referenced the City Charter and expressed concerns about the management style of certain officials. She also cited an illegitimate attack against the City Attorney's duties and responsibilities per the City Charter. She requested an update on the recent fire that occurred on the bridge that took five years to repair. She further urged the residents to contact the governor to advocate for better governance in the City of Compton.

Mayor Sharif directed the City Manager to provide a written report on the status of the bridge.

Galen Tigert, Adult and Teen Librarian at the Compton Library, announced an upcoming author talk featuring Ron Dowell scheduled to be held on Saturday, February 8 from 2:00pm to 3:30pm. The book signing is open to all ages, early registration is requested. In addition, a free COVID-19 and Flu Clinic will be held on Wednesday, February 5 starting at 1:00pm.

Vanessa Cain cited concerns about Reverend Fisher's background and the appropriateness of his role in community organizations. She referenced Item 6 and emphasized the need for accountability and transparency in city operations, particularly regarding the handling of fraud investigations.

Albert De La Mora thanked the City Council and City Manager for their presentation regarding the upcoming changes and beautification in Compton. He inquired about an accurate timeline for these improvements and further stressed the necessity of addressing the City's infrastructure and overall condition on a consistent basis.

Mark Smith proposed that the City Council consider utilizing local residents to help address animal control issues in the City of Compton. He pointed out the lack of signage to deter illegal dumping on the 2700 block of West Alondra and mentioned that people frequently dump in the area without sidewalks. He urged this Council to implement "No Dumping" and "Keep Out" signs in the area to prevent continued dumping. He referenced Item 6 and mentioned instances of individuals illegally dumping hazardous materials in storm drains. He advocated for aggressive signage at dumping sites and praised recent measures taken by the City Manager to deter street takeovers on Central and Alondra.

Tanya Lewis asked the City Manager if the park improvements include programs for special needs children and adults. She questioned if Water Department staff in City Hall are aware of the assistance programs for residents struggling to pay their water bills. She highlighted the need for better communication about these programs and suggested that they be advertised more broadly to ensure that vulnerable residents receive the help they need.

Fidel Marquez requested an update on the bridge fire. He referenced Item 1 and expressed his frustration over the lack of transparency and accountability. He proposed a daily log for gas consumption and asserted that \$200,000 is excessive for Compton. He articulated his dissatisfaction with the ongoing costs associated with Eadie and Payne, LLC. and urged the City Manager to find more effective solutions if they are not fulfilling their contractual obligations. He criticized the lack of audits in past administrations and called for accountability in the City Controller's Office for any mismanagement of taxpayer funds.

Missy Barbara referenced Item 1 and proposed the use of a system that tracks gasoline and vehicle usage. She highlighted the presence of street takeovers on Wilmington and Alondra and asked the City Manager to install rubberized borders in that area. She advocated for cameras in local parks and questioned why District 1 does not have a representative on the Planning Commission. She also mentioned that she was troubled by a video she watched of Greater Zion Church members congregating on city-owned property. She maintained that their actions were unsolicited and inappropriate in light of elected officials running for office.

Barbara Calhoun, Senator Laura Richardson's District representative, requested information regarding any workshops scheduled to explain Compton property tax bills.

CITY MANAGER’S REPORT

A REQUEST TO SCHEDULE A JOINT PUBLIC HEARING – 2025 PHA ANNUAL PLAN AND THE FIVE-YEAR ADMINISTRATIVE PLAN FOR THE COMPTON HOUSING AUTHORITY (CHA)

Cecil Flournoy presented a staff request to amend the Five-Year Plan and adopt the 2025 PHA Annual Plan. This action pertains specifically to the Housing Authority and associated funding. Documentation will be posted for public review and comment at least 45 days prior to the public hearing - and also consider any comments the public may have on the day of the public hearing.

On motion by Duhart, seconded by Spicer, to schedule a public hearing on Tuesday, April 1, 2025 at 5:45 p.m. by the following vote on roll call:

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

CONSENT AGENDA

On motion by Duhart, seconded by Spicer, the Consent Agenda was approved (with the exception of Item 2) by the following vote on roll call:

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

PUBLIC WORKS DEPARTMENT

1. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ESTABLISH PURCHASE ORDERS TO ONE OR MORE VENDORS (JANKOVICH, SC FUELS AND WOOD OIL) FOR THE PURCHASE OF GASOLINE FOR THE CITY’S FLEET IN AN AMOUNT NOT TO EXCEED TWO HUNDRED THOUSAND DOLLARS (\$200,000) (**Resolution # 26,192**)
2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE PROPOSAL FROM NEW WEST LANDSCAPING FOR COMPTON PAR 3 GOLF COURSE LANDSCAPE MAINTENANCE SERVICES, TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A ONE-YEAR SERVICE AGREEMENT WITH TWO (2) ONE-YEAR EXTENSION OPTIONS AND TO ESTABLISH A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED THIRTY THOUSAND NINE HUNDRED SIXTY DOLLARS (\$30,960.00) (**REMOVED FOR DISCUSSION**)

ITEMS REMOVED FROM THE CONSENT AGENDA

2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE PROPOSAL FROM NEW WEST LANDSCAPING FOR COMPTON PAR 3 GOLF COURSE LANDSCAPE MAINTENANCE SERVICES, TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A ONE-YEAR SERVICE AGREEMENT WITH TWO (2) ONE-YEAR EXTENSION OPTIONS AND TO ESTABLISH A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED THIRTY THOUSAND NINE HUNDRED SIXTY DOLLARS (\$30,960.00)

Councilmember Bowers raised a question regarding the landscape contract, noting that it includes a one-year service agreement with two 1-year extensions. He affirmed that the refurbishment of the golf course should be complete in less than two years and asked the City Manager whether this contractor will be involved in that renovation.

City Manager Hopkins clarified that the contract allows for termination with notice. He explained that while the contract was structured with a one-year term and an option for two additional years, the city is not obligated to execute those options if they choose not to.

On motion by Duhart, seconded by Spicer, **Resolution # 26,193** entitled “**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE PROPOSAL FROM NEW WEST LANDSCAPING FOR COMPTON PAR 3 GOLF COURSE LANDSCAPE MAINTENANCE SERVICES, TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A ONE-YEAR SERVICE AGREEMENT WITH TWO (2) ONE-YEAR EXTENSION OPTIONS AND TO ESTABLISH A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED THIRTY THOUSAND NINE HUNDRED SIXTY DOLLARS (\$30,960.00)**” was approved by the following vote on roll call:

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

NOES: Council Members – None

ABSENT: Council Members – Darden

REGULAR AGENDA

NEW BUSINESS

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER OF SEVENTY-FOUR THOUSAND FIVE-HUNDRED NINETY-THREE DOLLARS (\$74,593) FOR EADIE AND PAYNE LLC. INVOICES FOR PROVIDING NEEDED SERVICES BEYOND THE TERMS OF THE AGREEMENT

Sharon Rahban, City Controller, provided an overview of the 2023 contract approval process for the City’s auditor, Eadie and Payne LLC. She reminded the Council that the RFP was included in the staff report at that time, with the audit committee playing a role in the selection. She stated that additional audit work was needed in a few different areas due to difficulties with responsiveness. She mentioned their efforts to implement a cost allocation plan for FY2022 and unaudited financial statements for FY2022. She maintained that the FY2022 audit was significant because it marked the first time in over a decade that there were no qualified opinions on the city's financial statements. She pointed out that per the auditor’s ethical standards - they will not issue the FY2023 audit until all past due invoices are settled.

Councilmember Spicer sought clarification, expressing concern that the auditors were holding the FY2023 audit report "hostage" until the \$74,000 bill was paid.

City Controller Rahban explained that the auditors' ethical standards prohibit them from issuing audit reports if they have past due bills from a prior audit.

Councilmember Duhart questioned why the auditors proceeded with providing additional services without prior approval from the City Council. Councilmember Duhart also questioned why they did not communicate the need for more funding when they encountered challenges obtaining necessary documentation.

City Controller Rahban explained that the contract contains established protocols that authorize the auditor to invoice if they have to perform additional activities. She acknowledged that she did not receive prior notification of additional costs during the audit process, but upon reviewing the bills, she confirmed that the additional work was justified based on the circumstances described by the auditor.

Councilmember Bowers expressed his frustration with Eadie and Payne, LLC. and questioned whether the audit process was nearing completion.

City Controller Rahban stated that Eadie and Payne, LLC.’s contract covers audits for fiscal years 2022, 2023, and 2024, with optional audits for fiscal years 2025 and 2026. She assured the Council that they are making progress and currently working on the FY2023 audit.

Councilmember Duhart inquired about the expected completion date for the FY2023 audit.

City Controller Rahban stated that she anticipates that it will be finished by the end of this month.

Councilmember Duhart asked the City Controller if they will be issuing a RFP for fiscal year 2025.

City Controller Rahban answered that the decision will be brought to the audit committee, who is responsible for auditor oversight.

Councilmember Bowers requested an estimate of the remaining costs associated with the audit reports.

City Controller Rahban reported that the average contract cost for each fiscal year audit is approximately \$200,000, which she expects will be the same for FY2023 and FY2024 audits.

Councilmember Spicer inquired about the total amount paid to Eadie and Payne, LLC. for this fiscal year.

City Controller Rahban admitted that she did not have that information available and offered to provide it next week.

Councilmember Spicer pressed further, noting that if the total amount paid is unclear, it raises concerns about the additional costs associated with the current audit. He expressed frustration about the expectation to pay for additional services without adequate justification.

City Controller Rahban responded that the justification for the additional cost is included in the staff report. She explained that the extra work was necessary to complete the FY2022 audit, which they successfully received.

Councilmember Spicer asked that this item be brought back next week to give this Body the opportunity to find out exactly how much has been paid to Eadie & Payne, LLC.

Mayor Sharif questioned if pulling this item from the agenda would jeopardize upcoming audits.

City Controller Rahban advised against it, stating that they would like to complete the FY2023 audit as soon as possible - and that delaying the decision could hinder progress.

Councilmember Spicer asked the City Controller if the auditor could legally withhold the FY2023 and FY2024 audits and keep charging the City for additional work performed. City Controller Rahban confirmed that they can.

Councilmember Spicer expressed his discomfort with voting on this item without sufficient information to make an informed decision.

City Controller Rahban mentioned that this item was brought to the attention of the audit committee at a prior audit committee meeting. The auditor was present, questions were answered, and there was no action taken.

Councilmember Bowers stressed the importance of moving forward with the audit to avoid potential issues with state compliance.

Mayor Sharif highlighted the importance of completing the FY2023 audit promptly and asked the City Controller about any potential consequences of further delays.

City Controller Rahban responded that delaying the decision would not be beneficial for the City, as there are stakeholders awaiting the completion of the audit.

On motion by Duhart, seconded by Spicer, **Resolution # 26,194** entitled “**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER OF SEVENTY-FOUR THOUSAND FIVE-HUNDRED NINETY-THREE DOLLARS (\$74,593) FOR EADIE AND PAYNE LLC. INVOICES FOR PROVIDING NEEDED SERVICES BEYOND THE TERMS OF THE AGREEMENT**” was approved by the following vote on roll call:

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

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS ENGINEERING DEPARTMENT’S 2024-2025 FISCAL YEAR BUDGET AND AUTHORIZE THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH NV5, INC. TO PROVIDE ENGINEERING DESIGN SERVICES FOR THE CENTER AVENUE GREEN STREET AND STORM DRAIN IMPROVEMENT PROJECT, CIP# 24-04 AND ESTABLISH A PURCHASE ORDER IN THE AMOUNT OF \$945,688

On motion by Duhart, seconded by Bowers, **Resolution # 26,195** entitled “**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS ENGINEERING DEPARTMENT’S 2024-2025 FISCAL YEAR BUDGET AND AUTHORIZE THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH NV5, INC. TO PROVIDE ENGINEERING DESIGN SERVICES FOR THE CENTER AVENUE GREEN STREET AND STORM DRAIN IMPROVEMENT PROJECT, CIP# 24-04 AND ESTABLISH A PURCHASE ORDER IN THE AMOUNT OF \$945,688**” was approved by the following vote on roll call:

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

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A FIVE-YEAR AGREEMENT WITH AND ISSUE A PURCHASE ORDER TO ENVISIO FOR INTERNAL-AUDIT-REPORTING SOFTWARE SERVICES AND OPTIONAL PERFORMANCE METRIC REPORTING SOFTWARE SERVICES (\$151,095)

City Controller Rahban presented this item, explaining that it aims to address past single audit findings related to the need for strengthening the internal audit division and implementing performance metrics. To remedy these findings, the City Controller’s Office sought a firm capable of organizing all past single audit findings—such as those from the state controller, state auditor, and other agencies—into a clear and reportable format. Currently, there is no efficient mechanism for the Controller’s Office to efficiently report the status of audit findings and corrective action plans to the City Council. She highlighted that the single audit from FY2018 had 300 pages of audit findings, and since then, the City has undergone various audits, including MTA, state auditor department audit, AQMD CalPERS, and IRS audits, each leading to further findings and corrective actions that require collaboration across multiple departments. The proposed solution would enable a structured reporting mechanism to track resolved and outstanding findings efficiently. Additionally, She noted that the firm being considered also provides services for developing performance metrics—a management tool that allows city management to assess the performance of various departments.

Councilmember Bowers asked if this vendor previously demonstrated their services to the City Council and if the city of West Hollywood uses their services.

City Controller Rahban confirmed that they might have presented a while ago and confirmed that they have other cities as clients.

Councilmember Duhart asked whether a list of other cities using this software could be provided so that council members could review their performance metrics online.

City Controller Rahban acknowledged that she does not have that list but would be willing to follow up with that information.

Councilmember Duhart inquired about the reporting structure of the internal audit division.

City Controller Rahban stated that while there is an internal auditor position, it has not been functioning effectively due to the inability to fill the role. The person that held the internal auditor position in the past reported to the City Controller.

Councilmember Duhart asked who would be maintaining the proposed software if the City Council approved it.

City Controller Rahban explained that the software would have two modules: one for tracking and reporting audit findings and another for performance measurement. The responsibility for the internal auditor module would typically fall to the internal auditor, but since that position is currently vacant, she would need to seek additional resources to implement the software. Additionally, the performance measurement module would fall under the City Manager's purview.

Councilmember Duhart asked the City Manager if he is interested in using this software to measure staff performance.

City Manager Hopkins expressed his support for the software, calling it valuable. He also stated that the internal auditor should ideally operate as an independent office reporting to the legislative body, rather than to the City Controller or City Manager.

Councilmember Duhart raised concerns about IT's role in learning to operate the software and maintain it.

City Manager Hopkins assured her that IT staff would receive training during the implementation phase, and support will be provided by the software vendor for a certain period of time.

Councilmember Spicer inquired about how much time it will take to implement the program.

City Controller Rahban reported that much of the audit findings are already in electronic format, and the vendor is prepared to start populating the software with those findings as soon as the contract is signed. She estimated that it would take approximately 4 to 6 months to implement and review the software before the first report could be presented to the Council and audit committee.

Councilmember Spicer inquired about the vendor's payment timeline and schedule.

City Controller Rahban answered that billing will begin once the work starts.

Councilmember Bowers expressed his confidence in the software vendor's abilities, recalling a prior demonstration of the performance metrics module.

Mayor Sharif expressed her enthusiasm for the technological upgrades and reiterated the necessity of filling the vacant internal auditor position.

On motion by Duhart, seconded by Bowers, **Resolution # 26,196** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A FIVE-YEAR AGREEMENT WITH AND ISSUE A PURCHASE ORDER TO ENVISIO FOR INTERNAL-AUDIT-REPORTING SOFTWARE SERVICES AND OPTIONAL PERFORMANCE METRIC REPORTING SOFTWARE SERVICES (\$151,095)**" was approved by the following vote on roll call:

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

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A MULTI-YEAR AGREEMENT BETWEEN THE CITY OF COMPTON AND JL GROUP LLC TO PROVIDE FRAUD INVESTIGATION SERVICES TO THE CITY OF COMPTON AND TO ISSUE A PURCHASE ORDER FOR AN AMOUNT OF TWO HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$225,000) FOR A THREE-YEAR CONTRACT

Mayor Sharif thanked the City Controller for bringing this item forward and acknowledged its prior presentation to both the finance committee and audit committee.

Councilmember Duhart emphasized the need to start fresh from this point forward.

City Controller Rahban explained that this hotline would allow employees to report claims of fraud to an independent firm that can evaluate these claims rather than relying on internal staff. She mentioned the policy adopted by the City Council that includes protocols for the fraud hotline and outlines how the audit committee would receive reports and refer matters for review.

Councilmember Duhart expressed concerns about reviewing cases dating back to 2018.

Councilmember Bowers inquired whether the independent firm would be able to investigate past fraud cases.

City Controller Rahban clarified that the firm could investigate past claims if the audit committee refers the claim or the report to them.

Councilmember Spicer asked about the number of calls received on the fraud hotline.

City Controller Rahban mentioned that the contract for the hotline is still in the process of being circulated for signatures.

City Attorney Perrodin raised a question about reporting procedures if the investigators find evidence of fraud.

City Controller Rahban responded that findings would be reported to the audit committee as per the protocols in the internal audit procedures.

City Attorney Perrodin further questioned what would happen if a member of the audit committee were a suspect in the fraud investigation.

City Controller Rahban noted that the audit committee consists of at least five different members, which helps mitigate potential conflicts.

City Attorney Perrodin recommended involving a law enforcement agency or the District Attorney's Office in cases of fraud, to which City Controller Rahban mentioned that the internal audit procedure includes provisions for law enforcement involvement.

On motion by Duhart, seconded by Bowers, **Resolution # 26,197** entitled “**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A MULTI-YEAR AGREEMENT BETWEEN THE CITY OF COMPTON AND JL GROUP LLC TO PROVIDE FRAUD INVESTIGATION SERVICES TO THE CITY OF COMPTON AND TO ISSUE A PURCHASE ORDER FOR AN AMOUNT OF TWO HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$225,000) FOR A THREE-YEAR CONTRACT**” was approved by the following vote on roll call:

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

COUNCIL COMMENTS

Councilmember Bowers offered the following communications/announcements:

- CPR and AED Training: Councilmember Bowers informed the community that CPR and AED training will be offered to block clubs, starting in District 3 but available to residents throughout the city. He encouraged anyone interested in this training or seeking information about wildfire relief services to contact his office at 310.605.5537 or via email at jbowers@comptoncity.org.
- Woodlawn Cemetery Celestial Garden Youth Program: Councilmember Bowers shared information about a youth program at Woodlawn Cemetery for youth ages 16 to 24. The 12-week curriculum will cover topics such as the historical significance of cemeteries, roles of cemeteries in community and culture, landscaping and lawn care, equipment handling and safety, visitor interaction, funeral service etiquette, and cemetery records management, etc. The paid program aims to teach professional life skills and promote historical and cultural awareness. Applications are available online at www.ajcc.lacounty.gov or at the cemetery office located at Greenleaf and Central.
- Community Dinner: Councilmember Bowers recounted a community dinner event he attended with block club members and other community members at VFW Post 5394.
- Christmas Parade Awards Dinner: Councilmember Bowers also mentioned attending the Christmas Parade Awards Dinner at Dollarhide Community Center

Councilmember Spicer offered the following communications/announcements:

- New Year, New Me Resource Hub: Councilmember Spicer announced that he will be hosting a Resource Hub on Thursday, February 6 at Dollarhide Community Center from 10:00am to 2:00pm. This event will provide expungement resources, traffic ticket assistance, housing resources, and employment opportunities.
- Project Uplift Update: Councilmember Spicer announced that they recently added five more families to the initiative - thanks to the efforts of Brother Rizza Islam. Councilmember Spicer expressed gratitude to the following organizations that have contributed to Project Uplift: Compton Wellness Collective, CMS Wellness, Faith Inspirational Church, block club captains, and VFW Post 5394.
- Project Uplift Residential Relief Event: Councilmember Spicer announced that he will be hosting a residential relief event for displaced individuals on Saturday, February 9 at the LA Crystal Hotel from 10:00am to 2:00pm. This event will feature various resources, including representatives from the Red Cross, Small Business Administration (SBA), property managers, lawyers, banks, mental health resources, and employment opportunities.

Councilmember Duhart offered the following communications/announcements:

- Microphone Issues: Councilmember Duhart asked the City Clerk to test the microphones in the Council Chambers, as the equipment appears to be outdated.
- Valentine's Day Luncheon: Councilmember Duhart invited the community to a Valentine's Day Luncheon scheduled to be held on Thursday, February 13 at Dollarhide Community Center from 11:00am to 2:00pm. Those interested in attending should call 310.605.5688.
- Repair Clinic: Councilmember Duhart announced a repair clinic scheduled to be held on Saturday, February 22 at Gonzales Park hosted in partnership with the Makers Hub. Residents are encouraged to bring their broken or damaged appliances, electronics, and furniture for assistance in repairing them. While not every item may be fixable, the event aims to empower the community with hands-on support. For more information, residents can call 310.605.5510.

- **Warning About Fraudulent Door-to-Door Individuals:** Councilmember Duhart cautioned the residents about individuals wearing bright-colored utility vests requesting access to their homes. These individuals are offering assistance with landscaping, gas bills, solar panels, water, and roofing repairs but do not possess city-issued badges or licenses.
- **Birthday Wishes:** Councilmember Duhart extended her heartfelt birthday wishes to Armanda Bridges and Mr. Dunham.
- **Planning Committee Appointees:** Councilmember Duhart informed Missy Barbara that Diego Ramirez has been her Planning Commission appointee for the past two years and Miss Dixon is her Personnel Board Committee appointee.
- **Memorials:** Councilmember Duhart closed by honoring the memory of Rebecca Warren, the wife of Tim Warren.
- Councilmember Duhart reminded everyone to "Eat, Shop, & Buy Compton."

Mayor Sharif offered the following communications/announcements:

- **Miracles Youth Adult Entrepreneur Program:** Mayor Sharif announced this nine-week intensive course for individuals ages 16 to 26. Classes will be held every Saturday starting February 15 to April 12 from 10:00am to 12:00pm. To register call 323.757.7506 or contact the Mayor's Office at 310.605.5662.
- **Tomlin Dance Academy Fitness Classes:** Mayor Sharif announced the Tomlin Dance Academy's adult fitness class schedule, designed for participants of all levels. Classes are priced at \$20 each. Registration can be completed online at www.tomlin-academy.com/register or by calling the Mayor's office at 310.605.5662.
- **Obama Foundation Voyager Scholarship:** Mayor Sharif announced the Obama Foundation's 2025-2027 Voyager Scholarship which offers financial support, travel-based learning opportunities, and access to global networking for 100 students pursuing careers in public service. The application deadline is April 1, 2025, at 11:59pm. For more information, residents can call the Mayor's office at 310.605.5662.
- **Catholic Schools Week:** On January 30, Mayor Sharif visited Our Lady of Victory Catholic School to celebrate Catholic Schools Week.
- **Compton Christmas Parade Awards and Volunteer Recognition Banquet:** On January 30, the Mayor attended the 2024 Compton Christmas Parade awards and volunteer recognition banquet at Dollarhide Community Center.
- **70th Annual Compton Christmas Parade:** Mayor Sharif encouraged the community to save the date for the 70th Annual Compton Christmas Parade scheduled to be held on Saturday, December 13.
- **HBCU Honors Award Show:** On January 31, Mayor Sharif attended the HBCU Honors Award Show in Inglewood, which featured live performances by local talent.
- **Celebration of Life for Jason Atkins, Sr.:** On February 1, the Mayor attended the celebration of life event for Jason Atkins, Sr.
- **Youth Violence and Conflict Resolution Seminar:** On February 2, the Mayor attended a seminar focused on youth violence and conflict resolution at Dollarhide Community Center. The seminar aimed to provide mentorship, education, and community engagement to cultivate resilience and socially responsible youth.
- **Annual Black History Month Celebration:** Mayor Sharif announced the City of Compton's Annual Black History Month Celebration scheduled to be held on February 22 at Dollarhide Community Center from 12:00pm to 4:00pm. For more information, residents can contact her liaison Britney at 310.605.5662.

- Clarification on Public Comments: Mayor Sharif clarified that she never spoke with Tony Ward regarding anything related to Pastor Fischer’s event.

ADJOURNMENT

On motion by Spicer, seconded by Duhart, the meeting was adjourned at 7:28 p.m. in memory of **Rebecca Warren** by the following vote on roll call:

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

SATRA D. ZURITA
CITY CLERK OF THE CITY OF COMPTON

EMMA SHARIF
MAYOR OF THE CITY OF COMPTON

April 22, 2025

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER'S OFFICE

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
SUPPORTING AUTISM ACCEPTANCE MONTH IN APRIL**

SUMMARY

The City Manager request that the Council consider adopting a Resolution that will support Autism Acceptance Month in April.

BACKGROUND

Autism is a bio-neurological development disability that typically manifests before the age of three. Since it first identified in the United States, the rate of diagnosis has increased significantly with current estimates indicating that 1 in 36 children are affected.

Autism impacts the normal development of the brain in the areas of social interaction, communication skills, and cognitive function. Individuals with Autism typically have difficulties in verbal and non-verbal communication, social interactions, and leisure or play activities.

In April 1988, President Ronald Reagan issued the first presidential proclamation declaring April as National Autism Awareness Month, making a significant step in raising awareness and advocating for individuals with Autism.

Although April 2nd is World Autism Awareness Day, in 2020, the Autism Society of America replaced "Awareness with "Acceptance". This shift to acceptance reflected what autistic people have long called for-not just recognition, but real inclusion.

Autism Acceptance Month, celebrated each April, is an opportunity to promote understanding, acceptance, and inclusion for individuals on the autism spectrum and their families;

STATEMENT OF ISSUE

Autism Acceptance Month in the month of April be dedicated as a time to raise greater awareness about Autism Spectrum Disorder (ASD), promote understanding and acceptance, and celebrate the unique strengths and abilities of individuals effected by this disorder.

**Staff Report – Resolution Supporting
Autism Acceptance Month in April
April 22, 2025**

FINANCIAL IMPACT

There is no fiscal impact resulting from adoption of this resolution.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
SUPPORTING AUTISM ACCEPTANCE MONTH IN APRIL**

WHEREAS, Autism is a bio-neurological development disability that typically manifests before the age of three. Since it first identified in the United States, the rate of diagnosis has increased significantly with current estimates indicating that 1 in 36 children are affected; and

WHEREAS, Autism impacts the normal development of the brain in the areas of social interaction, communication skills, and cognitive function. Individuals with Autism typically have difficulties in verbal and non-verbal communication, social interactions, and leisure or play activities; and

WHEREAS, in April 1988, President Ronald Regan issued the first presidential proclamation declaring April as National Autism Awareness Month, making a significant step in raising awareness and advocating for individuals with Autism; and

WHEREAS, although, April 2nd is World Autism Awareness Day, in 2020, the Autism Society of America replaced “Awareness with “Acceptance”. This shift to acceptance reflected what autistic people have long called for-not just recognition, but real inclusion; and

WHEREAS, Autism Acceptance Month, celebrated each April, is an opportunity to promote understanding, acceptance, and inclusion for individuals on the autism spectrum and their families

WHEREAS, Autism Acceptance Month in the month of April be dedicated as a time to raise greater awareness about Autism Spectrum Disorder (ASD), promote understanding and acceptance, and celebrate the unique strengths and abilities of individuals effected by this disorder; and

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

SECTION 1. That the City of Compton hereby declares its support for Autism Acceptance Month in April and is committed to assist in creating an inclusive, supportive environment for individuals with autism not only in April but throughout the year.

SECTION 2. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

SECTION 3. That a certified copy of this Resolution shall be filed in the offices of the City Clerk and City Manager.

ADOPTED this _____ day of _____ 2025

EMMA SHARIF
MAYOR OF THE CITY OF COMPTON

ATTEST:

SATRA D. ZURITA
CITY CLERK OF THE CITY OF COMPTON

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

I, Satra D. Zurita, 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 hereof held on the _____ day of _____, 2025.

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

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

SATRA D. ZURITA
CITY CLERK OF THE CITY OF COMPTON

April 22, 2025

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: PUBLIC WORKS STREET MAINTENANCE DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE PUBLIC WORKS STREET MAINTENANCE DEPARTMENT'S FISCAL YEAR 2024-2025 BUDGET AND ESTABLISH A PURCHASE ORDER WITH ALANS LAWN AND GARDEN CENTER, INC. TO PURCHASE EQUIPMENT AND SUPPLIES FOR MAINTENANCE OF CITY PARKS IN AN AMOUNT NOT TO EXCEED THIRTY THOUSAND DOLLARS (\$30,000.00)

SUMMARY

Adopting this resolution will authorize the City Manager to amend the Public Works Street Maintenance Department's Fiscal Year 2024-2025 Budget and establish a purchase order with Alans Lawn and Garden Center, Inc. to purchase equipment and supplies for maintenance of City parks in an amount not to exceed Thirty Thousand Dollars (\$30,000.00).

BACKGROUND

The Public Works Street Maintenance Department (Department) is responsible for overseeing the Parks Maintenance Division. This division relies on essential horticultural equipment and supplies to effectively maintain the City's parks. Consistent maintenance is crucial to ensure the safety, cleanliness and overall enjoyment of these public spaces for both residents and visitors.

STATEMENT OF THE ISSUE

The City's parks are heavily used by the public throughout the year, and maintaining them requires regular upkeep and the use of specialized equipment. Due to increased use, seasonal changes and normal wear and tear, the Parks Maintenance Division requires additional or replacement tools, equipment and supplies. Many of the existing items are either outdated or insufficient to handle the increased workload.

The Department is addressing the need to replenish and upgrade the equipment and supplies necessary to maintain laws, trees, playground areas, sports fields and other park facilities. Park maintenance is a top priority for the Parks Maintenance Division. Acquiring the necessary equipment and supplies will improve maintenance efficiency and help ensure that our parks remain clean, safe and enjoyable for all residents.

Staff has obtained quotes from three (3) vendors for equipment and supplies to ensure the City receives the most competitive pricing:

<u>Vendor</u>	<u>Price</u>
Alans Lawn and Garden Center, Inc.	\$ 10,279.49
Lowe's	\$ 11,910.12
Amazon	\$ 12,652.32

Alan's Lawn and Garden Center, Inc. provided the most cost-efficient quote in comparison with the other vendors, and has the ability to provide the needed equipment and supplies promptly.

Pursuant to Resolution No. 25,001, adopted by the City Council on April 23, 2019, the City Manager is authorized to expend up to \$25,000.00 with any one single vendor in a fiscal year. The City has reached the threshold for Alans Lawn and Garden Center, Inc. for Fiscal Year 2024-2025, and as a result the Department was unable to acquire essential supplies. Therefore, City Council approval is required to proceed.

FISCAL IMPACT

A budget amendment is needed for this expenditure, as follows:

Decrease in expenditure appropriations

<u>Account Code</u>	<u>Account Description</u>	<u>Amount</u>
1004-720-000-4266	Contract Services	\$30,000.00

Increase in expenditure appropriations

<u>Account Code</u>	<u>Account Description</u>	<u>Amount</u>
1004-720-000-4236	Maintenance & Repair	\$30,000.00

If approved, funds in the amount of Thirty Thousand Dollars (\$30,000.00) would be available in Account No. 1004-720-000-4236.

ALTERNATIVE

No other alternative is being proposed.

RECOMMENDATION

Staff recommends approving the purchase of essential lawn equipment and supplies to support ongoing maintenance efforts.

Staff Report – Resolution Authorizing P.O.
Alans Lawn and Garden Center – Lawn Equipment and Supplies
April 22, 2025, page 3

MARCUS HARRIS
INTERIM STREET SUPERINTENDENT

APPROVED FOR FORWARDING:

WILLIE A HOPKINS, JR.
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE PUBLIC WORKS STREET MAINTENANCE DEPARTMENT’S FISCAL YEAR 2024-2025 BUDGET AND ESTABLISH A PURCHASE ORDER WITH ALANS LAWN AND GARDEN CENTER, INC. TO PURCHASE EQUIPMENT AND SUPPLIES FOR MAINTENANCE OF CITY PARKS IN AN AMOUNT NOT TO EXCEED THIRTY THOUSAND DOLLARS (\$30,000.00)

WHEREAS, the Public Works Street Maintenance Department (Department) is responsible for overseeing the Parks Maintenance Division; and

WHEREAS, the division relies on essential horticultural equipment and supplies to effectively maintain the City’s parks; and

WHEREAS, the City’s parks are heavily used by the public throughout the year, and maintaining them requires regular upkeep and the use of specialized equipment; and

WHEREAS, due to increased use, seasonal changes and normal wear and tear, the Parks Maintenance Division requires additional or replacement tools, equipment and supplies. Many of the existing items are either outdated or insufficient to handle the increased workload; and

WHEREAS, staff has obtained quotes from three (3) vendors for equipment and supplies to ensure the City receives the most competitive pricing:

<u>Vendor</u>	<u>Price</u>
Alans Lawn and Garden Center, Inc.	\$ 10,279.49
Lowe’s	\$ 11,910.12
Amazon	\$ 12,652.32

WHEREAS, Alans Lawn and Garden Center, Inc. provided the most cost-effective quote in comparison with the other vendors, and has the ability to provide the needed equipment and supplies promptly; and

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

WHEREAS, the City has reached the threshold for Alans Lawn and Garden Center, Inc. for Fiscal Year 2024-2025, therefore City Council approval is required to proceed; and

WHEREAS, a budget amendment is needed for this expenditure, as follows:

Decrease in expenditure appropriations

<u>Account Code</u>	<u>Account Description</u>	<u>Amount</u>
1004-720-000-4266	Contract Services	\$30,000.00

Increase in expenditure appropriations

<u>Account Code</u>	<u>Account Description</u>	<u>Amount</u>
1004-720-000-4236	Maintenance & Repair	\$30,000.00

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

Section 1. That the City Manager is hereby authorized to establish a purchase order with Alans Lawn and Garden Center, Inc. to purchase equipment and

supplies for maintenance of City parks in an amount not to exceed Thirty Thousand Dollars (\$30,000.00) from Account No. 1004-720-000-4236.

Section 2. That the City Manager is hereby authorized to amend the Public Works Street Maintenance Department's Fiscal Year 2024-2025 Budget as follows:

Decrease in expenditure appropriations

<u>Account Code</u>	<u>Account Description</u>	<u>Amount</u>
1004-720-000-4266	Contract Services	\$30,000.00

Increase in expenditure appropriations

<u>Account Code</u>	<u>Account Description</u>	<u>Amount</u>
1004-720-000-4236	Maintenance & Repair	\$30,000.00

Section 3. That a copy of this Resolution shall be filed in the offices of the City Clerk, City Manager, City Controller, City Attorney and Public Works Street Maintenance Department.

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

ADOPTED this _____ day of _____, 2025.

EMMA SHARIF
MAYOR OF THE CITY OF COMPTON

ATTEST:

SATRA D. ZURITA
CITY CLERK OF THE CITY OF COMPTON

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

I, Satra D. Zurita, 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 _____, 2025.

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

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

SATRA D. ZURITA
CITY CLERK OF THE CITY OF COMPTON



Alan's Lawn & Garden
Center, Inc. Controller's Office
Norwalk
12194 Firestone Blvd 25 PM 3:43
Norwalk, CA 90650
(562) 868-5615

Quote 44491

CREATED 02/11/2025
VALID UNTIL 03/11/2025
SALESPERSON Dyana Rivera
Dyanar@alanslawn.com

SHIP TO	BILL TO (#1336633)
CITY OF COMPTON P.O. BOX 5118 205 S. WILLOWBROOK COMPTON, CA 90221 (310) 805-5591	CITY OF COMPTON P.O. BOX 5118 205 S. WILLOWBROOK COMPTON, CA 90221 (310) 605-5591

CUST PO	CONTACT
	MAURICE WELLINGTON MWELLINGTON@COMPTONCITY.ORG (310) 650-1579

SHIP OUT	Will Call	DROP SHIP	No
----------	-----------	-----------	----

#	PART	DESCRIPTION	QTY	RATE	DISC	NET	EXT
1	WEL-105-5	(ROT) WE LINE .105 5 POUNDS (Bin: WH-A2-7)	20.00	83.00	24.07(29.00%)	58.93	1,178.80
2	99944200950	(ECH) speed feed 500 clamshell (Bin: TH-E/TH-A) *	200.00	35.99	8.40(23.34%)	27.59	5,518.00
3	3682010	(ORGILL) Landscapers Select 34602 Round Shovel, Wood Handle, Cush Grip (Bin: OT-9A) *	10.00	34.05	4.09(12.01%)	29.96	299.60
4	9121294	(ORGILL) Landscapers Select 34603 Square Shovel, Wood Handle, 48 In L *	10.00	34.05	4.09(12.01%)	29.96	299.60
5	Misc. Item (To Purchase)	(MISC) S-13894B-X TYVEK ELASTIC COVERALL (BOX OF 25) SIZE: XL *	100.00	10.14		10.14	1,014.00
6	Misc. Item (To Purchase)	(MISC) S-13894B-XX TYVEK ELASTIC COVERALL (BOX OF 25) SIZE: 2XL *	100.00	10.14		10.14	1,014.00

PAYMENT	DETAILS	DATE	AMT
---------	---------	------	-----

COMMENTS	SUBTOTAL	11,567.00
	DISCOUNTS	-2,243.20
	TAXABLE SUBTOTAL	9,323.80
	TAX	955.69
	TOTAL	10,279.49
	PAYMENTS	0.00
	BALANCE DUE	10,279.49

BUYER ACCEPTANCE: _____ DATE: _____

SELLER ACCEPTANCE: _____ DATE: _____

Items returned within 30 days of purchase with original invoice are subject to a 30% restocking fee. Special order items are only returnable with factory "ok", plus a 30% restocking fee and return freight. Special order items not picked up after 30 days will be placed back in inventory, a 30% restocking fee and inbound shipping are charged. No returns on electrical parts. Signers warrant authority to execute this sales order on behalf of customer.

1004-720-0000-4236
10000135
\$ 10,279.49
72R05108

Item Subtotal (440)

Pickup (340)

Controller's Office

\$10,833.94

2025 FEB 25 PM 3:43

 Razor-Back 48-in Wood Handle Transfer Shovel
Qty: 10

\$696.80

 Razor-Back 48-in Wood Handle Digging Shovel
Qty: 10

\$701.20

 SAS Safety Adult unisex White Long sleeve Coverall (XX-large)
Qty: 98

\$569.38

 Project Source Adult unisex White Long sleeve Coverall (XX-large)
Qty: 2

\$27.96

 Shakespeare Universal Fit Line String Trimmer Replacement Head
Qty: 200

\$6,396.00

 EGO Commercial Premium 0.105-In x 690-ft Spooled Trimmer Line
Qty: 20

\$999.60

Shipping (100)

 Trimaco Adult unisex White Long sleeve Coverall (X-large)
Qty: 100

\$1,443.00

See Less (322) ^

Estimated Tax

\$1,076.18

Delivery v

FREE

Promo Code v

Savings v

-\$255.00

Estimated Total

\$11,910.12

Place Order

By placing an order, I agree to Lowe's [Terms](#) and [Privacy Statement](#)

Controller's Office



Prices, Promotions, styles, and availability may vary. Our local stores do not honor online pricing. Prices and availability of products and services are subject to change without notice. Errors will be corrected where discovered, and Lowe's reserves the right to revoke any stated offer and to correct any errors, inaccuracies or omissions including after an order has been submitted.

Checkout

1 Contact Information

Email*

Phone Number*

By providing the phone number above, you consent to receive automated text messages from Lowe's about your order and delivery. Messages and data rates may apply. Number of messages depends on order details. See Lowe's SMS Terms and Privacy Statement.

Continue

② Pickup Details
Complete the steps above

③ Delivery Address
Complete the steps above

④ Delivery Details
Complete the steps above

⑤ Payment
Complete the steps above

Order Summary



Amazon

Secure checkout

Controller's Office

Delivering to Maurice Wellington

Change

2025 FEB 25 PM 3:43

Place your order

Add delivery instructions

By placing your order, you agree to Amazon's [privacy notice](#) and [conditions of use](#).

Paying with Visa

Change

Select a payment plan

Use a gift card, voucher, or promo code

Items (248): \$11,476.18
Shipping & handling: \$0.00
Estimated tax to be collected:* \$1,176.14
Order total: \$12,652.32

Arriving Feb 18, 2025

If you order in the next 3 hours and 13 minutes [Details](#)



Medical Nation Hazmat Suits
Disposable | 25 Pack, Extra Large
| Non-Hooded Protective
Coveralls - Heavy Duty Full Body
Painters Suit for Men & Women
Without Hood - Breathable &
Water Resistant - XL
\$109.98 (\$4.40 / Count)
& FREE Returns
Ships from Amazon.com
Sold by Medical-Nation
WARNING: California's
Proposition 65

- ☐ Tomorrow, Feb 15 - Tuesday, Feb 18
FREE Delivery
- ☒ Tuesday, Feb 18
FREE Delivery in fewer trips to your address
- ☐ Wednesday, Feb 19
FREE Amazon Day Delivery
[Lower carbon option](#) | Get digital rewards

Quantity: 4 [Change](#)

[Add gift options](#)

Subscribe & Save:

Save 5% today; Save up to 10% on future auto-deliveries
Delivery every: 3 months (most common)

Item often ships in manufacturer's container to reduce packaging and reveals what's inside. To change, click below.

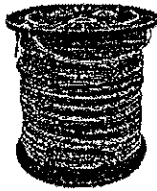
[Reduce packaging, ship in manufacturer's ...](#)



Truper 31207 Tru Pro Round
Point Shovel, Long Handle, 48-
Inch
\$48.25
& FREE Returns
Ships from Amazon.com
Sold by Ottenza
WARNING: California's
Proposition 65

Quantity: 10 [Change](#)

[Add gift options](#)



KAKO 105 Trimmer Line, 105 String Trimmer Line,
5Lbs-0.105inch-1038Ft Weed Wacker String .105,
Commercial Square .105 Trimmer line, Weed Eater
String .105 Fits Most of String Trimmers
\$38.99

& FREE Returns

Ships from Amazon.com

Sold by KAKO Direct

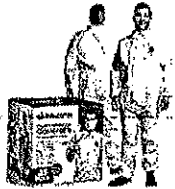
WARNING: California's Proposition 65

Controller's Office

2025 FEB 25 PM 3:43

Quantity: 20 Change

Add gift options



Medical Nation Hazmat Suits Disposable | 25 Pack,
2X-Large | Non-Hooded Protective Coveralls -
Heavy Duty Full Body Painters Suit for Men &
Women Without Hood - Breathable & Water
Resistant - 2XL
\$114.99

& FREE Returns

Ships from Amazon.com

Sold by Medical-Nation

WARNING: California's Proposition 65

Quantity: 4 Change

Add gift options

Subscribe & Save:

Save 5% today; Save up to 10% on future auto-deliveries

Delivery every: 3 months (most common)

Item often ships in manufacturer's container to reduce packaging and reveals
what's inside. To change, click below.

Reduce packaging, ship in manufacturer's container

Arriving Feb 21, 2025 - Feb 25, 2025



Traverse Creek Incorporated Genuine Echo Speed
Feed 500 Universal Trimmer Head KIT
99944200950
\$44.99

Ships from Buckeye Tool Supply

Sold by Buckeye Tool Supply

WARNING: California's Proposition 65

Quantity: 200 Change

Gift options not available

● Friday, Feb 21 -
FREE Delivery

Arriving Feb 24, 2025 - Feb 27, 2025

● Monday, Feb 24
FREE Delivery



Jackson Professional Tools 027-1554500 Size 2
Eagle Square Point Shovel 44" Long Handle
\$31.60
Ships from IndustrialSupplies
Sold by IndustrialSupplies
WARNING: California's Proposition 65

Controller's Office

2025 FEB 25 PM 3:43

Quantity: 10 Change

Gift options not available

Place your order

Order total: \$12,652.32

By placing your order, you agree to Amazon's [privacy notice](#) and [conditions of use](#).

Why has sales tax been applied? See tax and seller information.

Do you need help? Explore our [Help pages](#) or [contact us](#)

For an item sold by Amazon.com: When you click the "Place your order" button, we'll send you an email message acknowledging your purchase. Your purchase of an item will not be complete until we send you an email notifying you that the item has been shipped.

Colorado Purchasers: [important information regarding sales tax you may owe in your State](#)

Within 30 days of delivery, you may return new, unopened merchandise in its original condition. Exceptions and restrictions apply.

[Back to cart](#)

[Back to top](#)

English

United States

Help

[Conditions of Use](#) [Privacy Notice](#) [Consumer Health Data Privacy Disclosure](#) [Your Ads Privacy Choices](#)

© 1996-2025, Amazon.com, Inc. or its affiliates

April 22, 2025

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO A LEGAL
SERVICES RETAINER AGREEMENT FOR FISCAL YEARS 2024-2025
AND 2025-2026 WITH THE OPTION OF TWO (2) ONE (1) YEAR
RENEWAL EXTENSIONS**

SUMMARY

The City Council will consider adopting a Resolution authorizing the City Manager to enter into legal services retainer agreements for Fiscal Years 2024-2025 and 2025-2026 with the option of two (2) one (1) year renewal extensions on an as needed basis to assist the City Attorney's Office.

BACKGROUND

The Compton City Charter, Section 702, authorizes the City Council to contract with outside attorneys to assist the City Attorney with professional legal services including ongoing legal advice and in the handling of various complex legal matters of the City. Historically, the City of Compton has retained the services of various outside law firms to assist the Office of the City Attorney with specific complex matters and in specialized areas of the law.

STATEMENT OF THE ISSUE

The City has identified the need to secure expert transactional, advisory and litigation support services to assist the City and the Office of the City Attorney on an as-needed basis with specialized projects such as City Attorney's Office conflict of interest matters, municipal labor and employment practices, labor negotiations, investigations, administrative and municipal hearings, municipal finance, litigation, housing development transactions and municipal advice letters. The attached resolution, if adopted, would authorize the as-needed services of the following law firm: McIntyre Law Group, PC.

Staff acknowledges that the aforementioned law firms have the special skills and experience necessary to do and perform the services in accordance with the best standards of professional practice.

Staff Report – Legal Services Retainer Agreement

April 22, 2025

Page 2

FINANCIAL IMPACT

Funds to pay outside legal services are available in the 2024-2025 Fiscal Year Budget of the City Manager's Office and will be used on an "as-needed" basis. An allocation will be made in the 2025-2026 Fiscal Year Budget for these services. Services for each firm shall not exceed \$440.00 per hour.

Expenditures for these services for the law firm listed herein shall be paid from the budgeted fund account numbers 1001-510-000-4261, 5100-510-000-4261, 1205-510-000-4261, and 1201-510-000-4261.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

**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 A LEGAL
SERVICES RETAINER AGREEMENT WITH MCINTYRE LAW GROUP PC
FOR FISCAL YEARS 2024-2025 AND 2025-2026 WITH THE OPTION OF
TWO (2) ONE (1) YEAR RENEWAL EXTENSIONS**

WHEREAS, Section 702 of the Compton City Charter authorizes the City Council to contract with outside attorneys to assist the City Attorney with professional legal services including ongoing legal advice and in the handling of various complex legal matters of the City; and

WHEREAS, historically, the City of Compton has retained the services of various law firms to assist the Office of the City Attorney with specific cases and in specialized areas of the law; and

WHEREAS, the City has identified the need to secure expert transactional, advisory and litigation support services to assist the City and the Office of the City Attorney on an as-needed basis with specialized projects such as City Attorney's Office conflict of interest matters, municipal labor and employment practices, labor negotiations, administrative and municipal hearings, municipal finance, litigation, housing development transactions and municipal advice letters; and

WHEREAS, the Office of the City Attorney acknowledges that the following law firm possess the special skills and experience necessary to do and perform the services in accordance with the best standards of professional practice: McIntyre Law Group, PC.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMPTON
RESOLVES AS FOLLOWS:**

Section 1. That the City Manager is authorized to enter into legal retainer agreements, upon the advice of the City Attorney, with the following law firm(s) for Fiscal Year Budgets 2024- 2025 and 2025-2026 with the option of two (2) one (1) year renewal extensions on a as needed basis to assist the City Attorney's Office: McIntyre Law Group, PC.

Section 2. That legal services performed pursuant to the above referenced legal retainer agreements shall be paid from account numbers: 1001-510-000-4261 (**City Manager's Office - Legal Services**); 5100-510- 000-4261 (**Solid Waste**); 1205-510-000-4261 (**Housing Successor**); 1201-510-000-4261 (**Successor Agency/CRA**); in amounts not to exceed that which is allocated in the 2024-2025 and 2025-2026 Fiscal Years budgets of the City Manager's Office.

Section 3. That the hourly rates shall not exceed \$440.00 an hour.

Section 4. That a duly certified copy of this Resolution shall be delivered to the Offices of City Manager, City Attorney, City Controller, and City Clerk.

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

ADOPTED this _____ day of _____, 2025

**EMMA SHARIF
MAYOR OF THE CITY OF COMPTON**

ATTEST:

SATRA D. ZURITA
CITY CLERK OF THE CITY OF COMPTON

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

I, Satra D. Zurita, 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 this _____ day of _____, 2025.

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

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

SATRA D. ZURITA
CITY CLERK OF THE CITY OF COMPTON



April 16, 2025

VIA E-MAIL

Willie A. Hopkins Jr., City Manager
City of Compton
205 S. Willowbrook Avenue
Compton, CA 90220

Re: Engagement of McIntyre Law Group, PC

Dear Mr. Hopkins:

This letter agreement (“**Agreement**”) is written to set out and confirm the retention of the McIntyre Law Group, PC (“**Firm**”) to provide legal representation to the City of Compton and its related entities (“**Client**” or “**you**”) in connection with certain legal services requested by Client as specified herein.

This letter is written to set out and confirm the retention of the Firm to provide legal representation to the Client in matters requested by the City on a case-by-case basis. In this regard, please know that California Business and Professions Code § 6148 requires a written fee contract between attorneys and their clients to set forth the scope of the legal services the attorneys have been retained to perform and the fees the attorneys will charge to perform those services.

1. Scope of Services

The Firm will provide legal assistance to the Client related to any legal matters in conjunction with the Firm’s representation of the Client in any matters requested by the Client.

2. Attorneys Providing Services

While any or all of the Firm’s attorneys, paralegals, and staff are available to assist in the Client’s representation, the attorney assigned to the Client’s representation, as the responsible attorney, shall be Janene McIntyre and whoever she designates as appropriate. The services of other attorneys and paralegals in the Firm may also be used as is necessary and appropriate, as the undersigned determines to provide the Client with the most effective legal services.

3. Legal Fees, Costs, and Expenses

a. Hourly Rates

The Firm's current hourly billing rates are as follows:

Partners	\$400
Associates	\$325
Paralegals/Law Clerks	\$175

Hourly rate services are billed based on the attorney performing the work. The Firm bills in time increments of one-tenth (0.1) of an hour, about six (6) minutes. Travel time is billed at the hourly billing rates above. These hourly rates are subject to periodic revision with thirty (30) days' written notice to you.

b. Costs and Expenses

The Firm may also incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for those costs and expenses, in addition to hourly fees. The costs and expenses commonly include fees fixed by law or assessed by public agencies, including messenger and other delivery fees, postage, parking, and other local travel expenses, photocopying and other reproduction costs, word processing charges, fax charges, charges for computer research, and other similar items. Client also agrees to pay all reasonably necessary transportation and travel expenses.

The monthly billing statements for fees and costs shall indicate the basis of the fees, including a detailed and auditable breakdown of the hours worked, the billable rates charged, and a description of the work performed. The Firm's fees are charged on an hourly basis and are billed monthly, with payment due thirty (30) days after the date of the bill. Client agrees to pay for all hourly services when billed monthly. The Firm shall be entitled to include interest at the rate of one percent (1%) per month on the outstanding balances when an amount is outstanding for more than thirty (30) days after the billing date.

4. Retainer

The Firm has not requested a retainer in connection with the representation of Client.

5. Termination

The Firm and the Client shall have the right to terminate this engagement at any time, subject to reasonable notice. Notwithstanding the Client's discharge or the Firm's withdrawal, the Client

will remain obligated to pay the Firm the fees for all legal services provided under this Agreement and to reimburse the Firm for all costs incurred prior to such approved and effectuated discharge, withdrawal, or termination.

6. Disputes

If legal proceedings are instituted to collect fees and costs owing to the Firm, the prevailing party shall be entitled to the allowance of reasonable attorneys' fees and other costs incurred in the action or proceeding. The Firm is entitled to represent itself on all legal matters and the actual time incurred by members of our Firm at our standard hourly rates. The rates are deemed reasonable for collection or other purposes.

7. Insurance

The California Business & Professions Code requires us to inform you whether we maintain errors and omissions insurance coverage applicable to the services to be rendered to you. We hereby confirm that the firm does maintain such insurance coverage.

8. Conflicts

The Firm is not aware of any conflict of interest in this representation. The Client agrees to inform the Firm of any conflicts that may arise after the execution of this Agreement and that the Client believes would affect the representation of the Client.

The Firm may have current or future clients that may have interests adverse to Client or Client's related entities, and the Firm reserves the right to represent such clients in matters not connected to the representation described herein. If a potential conflict of interest arises in the Firm's representation of two clients, if such conflict is only speculative or minor, the Firm may seek waivers from each client with regard to such representation. However, if real conflicts exist, the Firm will withdraw from representing either client in the matter and assist them in obtaining outside special counsel.

9. Integration

By signing below, Client acknowledges that no oral representations, statements, or inducements, apart from this written agreement, have been made. If a court declares any portion of this Agreement invalid, the remainder shall continue in full force and effect.

10. Independent Contractor

It is understood and agreed that Attorney, while engaged in performing the terms of this Agreement, is an independent contractor and not an employee of City.

11. Execution and Authority

This Agreement may be executed in counterparts and by electronic signature. In executing this Agreement, you warrant that (i) Client is a duly organized and existing entity, (ii) you are duly authorized to execute and deliver this Agreement on behalf of the Client, (iii) by so executing this Agreement, the Client is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the Client is bound. This Agreement supersedes any other agreement between the Firm and the Client.

Please carefully review the terms of this Agreement and, if you find them acceptable, execute and return an executed copy. We appreciate your confidence in selecting McIntyre Law Group, PC as your legal counsel and look forward to working with you.

Very truly yours,

McIntyre Law Group, PC



Janene McIntyre, Managing Member

c: Legal Division, City of Compton

I HAVE REVIEWED THIS LETTER AGREEMENT AND UNDERSTAND THE FOREGOING TERMS AND CONDITIONS AND AGREE TO THEM. I HAVE THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CLIENT.

City of Compton
a Municipal Corporation

By: _____
Willie A. Hopkins Jr.
Its: City Manager

April 22, 2024

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: TURMEL WOODS, GRANTS COMPLIANCE MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE ESTIMATE OF ADDITIONAL SCOPE OF WORK FROM P31 CONSTRUCTION AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSTRUCTION AGREEMENT WITH P31 CONSTRUCTION AND AMENDING THE GRANTS DEPARTMENT FY2024-2025 BUDGET, TO ESTABLISH A PURCHASE ORDER FOR THE HERITAGE HOUSE PROJECT FOR THE AMOUNT OF \$111,713.35

SUMMARY

Adoption of this resolution will authorize the City Manager to accept the estimate of P31 Construction in the amount of One Hundred Eleven Thousand Seven Hundred Thirteen Dollars and Thirty-Five Cents (\$111,713.35), to enter into a construction contract to provide specified construction services for the Heritage House Project, to authorize an amendment to the grant Department FY 2024-2025 Budget, and to establish a purchase order for P31 Construction in the amount of \$111,713.35

BACKGROUND

On May 9, 2023, the Mayor and City Council authorized resolution 25,830 adopting and authorizing the Annual Action Plan to the U.S. Department of Housing and Urban Development (HUD) and use of Funds for the Community Development Block Grant (CBDG). Under Section 1, the City Council adopted funding recommendations, which included allocation of Two Hundred Thousand Dollars and Zero Cents (\$200,000.00) for the Heritage House Restoration Project.

On September 11, 2024, staff released a request for bids to seek proposals from qualified and experienced contractors to restore and preserve the historical significance of the Heritage House, the oldest remaining house in Compton. The house was built in 1869 at 209 South Acacia Street, Compton, California 90220. In 1869, when A.R. Loomis built the home, it had two rooms; later, owners added additional rooms. The house is known as the oldest home in Compton, so there was a public call to protect it. The Heritage House was restored, refurnished, and renamed by the citizens of Compton as a tribute to early settlers of the community, and on November 5, 1958, it was designated a California Historical Landmark (No. 664). In 1959, the City of

Compton purchased the home and moved to the northwest corner of Willowbrook Avenue and Myrrh Street in Compton, California.

STATEMENT OF THE ISSUE

The Requests for Bids (RFBs) was advertisement on the City website www.comptoncity.org/RFP, posted on Planet Bids and printed in the Compton Bulletin on September 11, 2024 and September 18, 2024. On October 17, 2024, City staff received a total of two (2) bids as follows:

Company	Cost
Aleph Building Construction	\$271,000.00
P31 Development Corporation	\$272,043.35

On October 23, 2024, City staff reviewed the proposals and evaluated each in detail. After a thorough evaluation of potential contractors, staff identified P31 Development Corporation as the most suitable candidate, whose proposal, while not the lowest-cost option, demonstrated a superior quality, and experience.

The Heritage House Restoration was completed in March 2025. However, staff realize that additional services are needed to restore and beautify the entire area, staff requested estimates for additional work including the following: repair of sink hole, grind and overlay of parking lot, painting of existing rod iron gate, relocation of entrance key pad and lighting upgrades. Staff is requesting Mayor and Council authorization to accept the estimate, and authorize the City Manger to enter into an agreement with P31 Construction.

FISCAL IMPACT

The total cost for Fiscal Year 2024-2025 is \$111,713.35. A budget amendment is being requested for the funds for these expenditures to be made available in the Grants Department's 2024-2025 fiscal year budget. Specifically, the following budget amendment is being requested:

Increase in revenue appropriations in:

<u>Account Code</u>	<u>Account Name</u>	<u>Amount</u>
2800-540-G42-3583	CDBG, FY18 Grant year HUD Revenue account	\$111,713.35

And, Increase in expenditure appropriations in:

<u>Account Code</u>	<u>Account Name</u>	<u>Amount</u>
2800-540-G42-4300	CDBG, FY18 Grant year,	\$111,713.35

Capital outlay account

If approved, then funds will be available in the CDBG account number 2800-540-G42-4300. As a CDBG qualifying project, the City of Compton will be reimbursed for the expenses related to the restoration project for the Heritage House, as claims are filed with HUD.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution accepting the bid and authorize the City Manager to enter into an agreement with P31 Development Corporation.

**TURMEL WOODS
GRANTS COMPLIANCE MANAGER**

APPROVED FOR FORWARDING

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ACCEPT THE ESTIMATE OF
ADDITIONAL SCOPE OF WORK FROM P31 CONSTRUCTION AND
AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSTRUCTION
AGREEMENT WITH P31 CONSTRUCTION AND AMENDING THE GRANTS
DEPARMENT FY2024-2025 BUDGET, TO ESTABLISH A PURCHASE ORDER
FOR THE HERITAGE HOUSE PROJECT FOR THE AMOUNT OF \$111,713.35**

WHEREAS, adoption of this resolution will authorize the City Manager to accept the estimate of P31 Construction in the amount of One Hundred Eleven Thousand Seven Hundred Thirteen Dollars and Thirty-Five Cents (\$111,713.35), to enter into a construction contract to provide specified construction services for the Heritage House Project, to authorize an amendment to the grant Department FY 2024-2025 Budget, and to establish a purchase order for P31 Construction in the amount of \$111,713.35; and

WHEREAS, On May 9, 2023, the Mayor and City Council authorized resolution 25,830 adopting and authorizing the Annual Action Plan to the U.S. Department of Housing and Urban Development (HUD) and use of Funds for the Community Development Block Grant (CBDG); and

WHEREAS, under Section 1, the City Council adopted funding recommendations, which included allocation of Two Hundred Thousand Dollars and Zero Cents (\$200,000.00) for the Heritage House Restoration Project; and

WHEREAS over the years, the structure has deteriorated, and are in need of repair; and

WHEREAS, following input from the community, management identified the renovation of the Heritage House as a priority; and

WHEREAS, September 11, 2024, staff released a request for bids to seek proposals from qualified and experienced contractors to restore and preserve the historical significance of the Heritage House; which were advertised on the City website, Planet Bids and printed in the Compton Bulletin on September 11, 2024 and September 18, 2024; and

WHEREAS, on October 17, 2024, the City received a total of two (2) bids as follows:

Company	Amount
Aleph Building Construction	\$271,000.00
P31 Development Corporation	\$272,043.35

WHEREAS, on October 23, 2024, City staff reviewed the proposals and completed a thorough evaluation of potential contractors, staff has identified P31 Development Corporation as the most suitable candidate, whose proposal, while not the lowest-cost option, demonstrated a superior quality, and experience; and

WHEREAS, the Heritage House Restoration was completed in March 2025. However, staff realize that additional services are needed to restore and beautify the entire area, staff requested estimates for additional work including the following: repair of sink hole, grind and overlay of parking lot, painting of existing rod iron gate, relocation of entrance key pad and lighting upgrades. Staff is requesting Mayor and Council authorization to accept the estimate, and authorize the City Manager to enter into an agreement with P31 Development; and

WHEREAS, the funds for these expenditures is being requested to be made available in the Grants Management Department's 2024-2025 fiscal year budget. Specifically, funds are being requested to be made available in the Contract Services

account number 2800-540-G42-4300. As a CDBG qualifying project, the City of Compton will be reimbursed, for the expenses related to playground equipment replacement services; and

WHEREAS, staff recommends that the City Council authorize the attached Resolution to be adopted for the hiring of P31 Development Corporation to provide architectural design, construction and construction management services for the Heritage House Restoration project.

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

SECTION 1. That the City Manager, is hereby authorized, on the advice and approval of the City Attorney, to enter into a construction contract, in the amount of \$111,713.35, for restoration project for Heritage House, located within the City of Compton, with P31 Construction.

SECTION 2. That the City Manager is authorized to open a Purchase Order with P31 Construction for \$111,713.35 for additional scope of work needed to beautify the entire area around the Heritage House, located within the City of Compton, from the following account: 2800-540-G42-4300, CDBG, FY2018.

SECTION 3. That the Grants Department FY2024-2025 Budget is authorized to be amended as follows:

Increase in revenue appropriations in:

<u>Account Code</u>	<u>Account Name</u>	<u>Amount</u>
2800-540-G42-3583	CDBG, FY18 Grant year HUD Revenue account	\$111,713.35

And, Increase in expenditure appropriations in:

<u>Account Code</u>	<u>Account Name</u>	<u>Amount</u>
2800-540-G42-4300	CDBG, FY18 Grant year, Capital outlay account	\$111,713.35

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

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

ADOPTED this _____ day of _____, 2025.

EMMA SHARIF
MAYOR OF THE CITY OF COMPTON

ATTEST:

SATRA D. ZURITA
CITY CLERK OF THE CITY OF COMPTON

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

I, Satra D. Zurita, 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 _____, 2025.

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

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

SATRA D. ZURTA
CITY CLERK OF THE CITY OF COMPTON



18000 Studebaker Rd Ste 700 • Cerritos, CA 90703-2684 • Phone: 800-484-7315

City Clerk, City of Compton

Phone: 3106505519

Cell: +13106507420

Job Address:

455 S Willowbrook Ave.

Compton, CA 90220

Print Date: 1-8-2025

General Services Parking Lot (Heritage House)

Thank you, City of Compton, for the opportunity to submit our bid for the parking lot repairs adjacent to the Heritage House. P31 Construction is committed to delivering superior craftsmanship, unparalleled service, and transparent pricing. We understand the critical nature of this project and are prepared to exceed your expectations.

Items	Description	Price
Repair Sink Hole 2500 - Sink Hole Repair	Back fill with base material and compact to 90% compaction and apply new asphalt.	\$2,800.00
Asphalt 2270- Asphalt	Labor, equipment and materials to perform work on a measured square footage of approx. 17,600 of 2" grind & overlay. Pricing includes a cold mill depth of 2" and overlay with 2" of conventional hot mixed asphalt. Pricing includes removal and replacement of wheel stops and pavement stripe per current layout.	\$73,000.00
Paint Existing Rod Iron Gate 5550 - Painting	Strip and re-paint the existing gate around the parking area	\$8,400.00
New Entrance Key Pad 4999 - Mechanical Specialties	Includes the materials and labor cost for installation of a new digital keypad for the entry gate to the parking lot. Will be relocated to a better position.	\$4,200.00
Lighting Upgrade 4535 - Electrical Landscape Lightening	Materials: 5 New Livex Lighting Poles with 3 head post in traditional style. 25.5 inches wide and 100 inches high (Model #76198) Includes installation and connection to timer inside Heritage House.	\$9,730.35
Administrative Cost 1000 Construction Project Management	Project oversight from inception to completion, coordinating between clients, contractors, architects, engineers, and all stakeholders to ensure timely delivery and budget adherence.	\$2,995.00
	City Licensing, bonding, General Liability Insurance and other applicable insurances.	
	Reasonable profit margin for excellent service to support the long-term sustainability and growth of our company.	

Total Price: \$111,713.35

We are confident that our bid offers the best combination of quality, value, and service. We are looking forward to the opportunity to demonstrate our commitment to excellence on this project. Please feel free to contact us with any questions or to discuss any aspect of this proposal. We are here to ensure all details meet your expectations.

This bid is valid until February 8, 2025.

Payment Schedule: 1st payment after one week of start date. Subsequent payments Net 30.

Thank you for considering P31 Construction as a trusted partner for this important project.

I confirm that my action here represents my electronic signature and is binding.

Required clients

City Clerk, City of Compton

**PROFESSIONAL SERVICE AGREEMENT
BETWEEN
CITY OF COMPTON
AND
P31 CONSTRUCTION**

THIS AGREEMENT FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) REHABILITATION PROGRAM (“Agreement”) is made by and between the **CITY OF COMPTON**, a municipal corporation of the State of California, (hereinafter referred to as the **“CITY”**), located at 205 South Willowbrook Avenue, Compton, California 90220 and **P31 Construction**, a California corporation (hereinafter referred to as the **“CONTRACTOR”**), located at 18000 Studebaker Rd. Suite 700 Cerritos, CA 90703

WITNESSETH

WHEREAS, the CITY is the recipient of COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) funds from the U.S. Department of Housing and Urban Development (“HUD”), including funds that are reserved for use by approved licensed contractors; and

WHEREAS, the AWARDEE has been chosen as a Contractor by the City through a competitive bid process for the CDBG Project, and has submitted a proposal for use of CDBG funds for an eligible project under CDBG (as defined below) regulations.

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein contained, including the exhibits attached hereto, and subject to the terms and conditions hereinafter stated, the Parties hereto understand and agree as follows:

Section 1 – Definitions

A. CITY – is hereby defined as the City of Compton, administrator for the CDBG Program. For the purposes of this Agreement and all administration of CDBG funds, the CITY shall act in the execution, fiscal and programmatic control of this Agreement. The term “Approval by the CITY” or like term used in this Agreement shall in no way relieve the AWARDEE from any duties or responsibilities under the terms of this Agreement.

B. CITY MANAGER – is hereby defined as the City Manager of the City of Compton or his/her designee.

C. FEE – is hereby defined as the amount of money the CITY agrees to pay on behalf of the CDBG Applicant and which amount the AWARDEE agrees to accept as payment in full for all the professional, technical and construction services rendered pursuant to this Agreement to complete the **WORK** as further defined in **Section IV – Reimbursement of Expenses** hereof.

D. WORK – is hereby defined as all the professional, technical and construction services to be rendered or provided by the AWARDEE as described in this Agreement.

E. PROJECT – is defined in **Section III – Scope of Work**, below.

F. CDBG - is hereby defined as the COMMUNITY DEVELOPMENT BLOCK GRANT from the U.S. Department of Housing and Urban Development (HUD): The program supports community development activities to build stronger and more resilient communities benefiting low and moderate-

income persons with activities such as infrastructure, public facilities installation, housing rehabilitation, public service and homeowner assistance, etc.

G. CDBG Applicant – is hereby defined as the owner (Heritage House) of the single-family home located at 455 S Willowbrook Ave Compton, California 90220.

Section II – Term

The AWARDEE expressly agrees to complete all work required by this Agreement in accordance with the timetable described in the attached **Exhibit 1 – Project Implementation Timeline**, which by this reference is incorporated herein as if fully set forth.

Timely completion of the work specified in this Agreement is an integral and essential part of the AWARDEE's performance hereunder. The expenditure of CDBG funds is subject to Federal deadlines and could result in the loss of Federal funds. **AWARDEE must commit and expend the CDBG funds by June 30, 2025.** By the acceptance and execution of this Agreement, it is understood and agreed by the AWARDEE that the PROJECT will be completed as expeditiously as possible and that the AWARDEE will make every effort to ensure that the PROJECT will proceed and will not be delayed. The AWARDEE's failure to meet these deadlines can result in cancellation of this Agreement and the revocation of CDBG funds.

The AWARDEE acknowledges that time is of the essence as regards this Agreement. The AWARDEE shall cause appropriate provisions to be inserted in all contracts or subcontracts relative to the work tasks required by this Agreement to ensure that the PROJECT will be completed according to the timetable set forth. It is intended that such provisions inserted in any subcontracts be, to the fullest extent permitted by law and equity, binding for the benefit of the CITY and enforceable by the CITY against the AWARDEE and its successors and assigns to the PROJECT or any part thereof or any interest therein.

In the event the AWARDEE is unable to meet the above schedule or complete the above services because of delays resulting from Acts of God, untimely review and approval by the CITY and other governmental authorities having jurisdiction over the PROJECT, or other delays that are not within the reasonable control of the AWARDEE, the CITY shall grant a reasonable extension of time for completion of the WORK. It shall be the responsibility of the AWARDEE to notify the CITY within fifteen (15) days in writing whenever a delay is anticipated or experienced, and to inform the CITY of all facts and details related to the delay.

Section III – Scope of Work

The AWARDEE, in close coordination with the CITY, shall take all such action and perform all professional services (collectively, the "WORK") necessary to complete the rehabilitation and occupancy of the following rehabilitation project in full compliance with the terms of this Agreement in strict accordance with the attached **Exhibit 5 – Scope of Work**, which by this reference is hereby incorporated as if fully set forth and may be modified in writing with the consent of the AWARDEE and CITY.

As provided in **Exhibit 5 – Scope of Work**, the AWARDEE will rehabilitate 455 S Willowbrook Ave, a single-family home in the City of Compton, to create suitable housing for people that are low-to-moderate income.

It is understood that the AWARDEE will provide the CITY a specific working budget and realistic timetable as relates to: construction/rehabilitation and other allowable costs/activities prior to any fund

usage. Said budget shall identify all sources and uses of funds, allocate CDBG and non-CDBG funds to activities (if applicable) or line items, such other information as may be reasonably requested by the CITY.

The aforementioned work tasks will be performed in essentially the manner proposed in the Awardee's proposal received by the CITY. The aforementioned proposal will be considered to be a part and portion of this Agreement as described in the attached **Exhibit 6 – Contractor Bid Estimate** which by this reference is incorporated herein as if fully set forth.

Section IV – Reimbursement of Expenses

Expenses for the PROJECT shall be reimbursed by the CITY based on invoices submitted by the Awardee for actual expenses incurred or paid. Requests for reimbursement must be submitted by the Awardee on forms specified and approved by the CITY, with adequate and proper documentation of eligible costs incurred in compliance with 24 CFR § 85.22, 84.27 and necessary for HUD IDIS disbursement requirements. All such expenses shall be in conformance to the approved PROJECT budget. Payment(s) for reimbursements will occur per the CITY'S regular accounting schedule but will not exceed thirty (30) days from the date CITY receives requests for payment. Budget revisions and approval shall be required prior to reimbursement of any expenses submitted by the Awardee not conforming to the approved PROJECT budget.

The CITY shall reimburse the Awardee, as maximum compensation for project pursuant to the Scope of Work thereof, the sum of **One Hundred Eleven Thousand Seven Hundred Thirteen Dollars and Thirty-Five Cents (\$111,713.35)** of CDBG funds for rehabilitation of the property located at 455 S Willowbrook Ave, Compton, California 90220.

The CITY shall have the right to inspect the Awardee's books and records and PROJECT sites to determine that reimbursement and compensation requests are reasonable. The CITY may withhold payment of any reimbursement or compensation request submitted by the Awardee hereunder until adequate documentation has been provided and reviewed by the CITY.

The Awardee may submit a final invoice upon completion of the WORK. Final reimbursement shall be made within thirty (30) days after the CITY has determined that all services have been rendered, files and documentation delivered, and the home has been placed in service in full compliance with CDBG regulations.

The CITY shall have the right to review and audit all records of the Awardee pertaining to any payment of the CDBG funds by the CITY hereunder. The Awardee shall maintain such records for a period of five (5) years after completion of the Work.

Section V – Project Requirements

The Awardee agrees to comply with all requirements of the Fair Housing and Equal Opportunity, Age Discrimination Act of 1975, as amended (42 U.S.C. 6101), Title VI of Civil Right Act of 1964 (42 U.S.C. 2000d et.seq)., including but not limited to the following:

A. No funds may be committed to an CDBG activity or project before the completion of the environmental review and approval of the request for release of funds and related certification, except as authorized by 24 CFR Part 58. The environmental review may result in a decision to proceed with, modify or cancel the PROJECT.

Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the CITY of a release of funds from HUD under 24 CFR Part 58.

Further, the AWARDDEE will not undertake or commit any funds to physical or choice limiting actions, including demolition, movement, rehabilitation, conversion, repair or construction prior to the environmental clearance by the CITY and release of funds from HUD, and acknowledges that the violation of this provision may result in the denial of any funds under the Agreement.

B. The AWARDDEE will ensure that any expenditure of CDBG funds will be in compliance with requirements at 24 CFR § 85.36, and acknowledges that CDBG funds will only be provided as reimbursement for eligible costs incurred, including actual expenditures or invoices for work completed.

C. The AWARDDEE shall assure compliance with §570.505 as relates to Property Standards and Housing Quality Standards (“HQS”), Accessibility Standards, as may be applicable, and Lead Based Paint Requirements as found in 24 CFR Part 35. Subpart J.

Section VI – Procurement Standards

The AWARDDEE shall establish procurement procedures to ensure that materials and services for the PROJECT are and will be obtained in a cost-effective manner. When procuring for services to be provided under this Agreement, the AWARDDEE shall comply at a minimum with the nonprofit procurement standards at HUD general procurement standards (2 CFR § 200.318—320).

Section VII – Conflict of Interest Provisions

The AWARDDEE warrants and covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner or degree with the performance of its services hereunder. The AWARDDEE further warrants and covenants that in the performance of this Agreement, no person having such conflict of interest shall be employed by the AWARDDEE.

The AWARDDEE further acknowledges that no employee, agent, consultant, elected official, or appointed official of the AWARDDEE may obtain a financial interest or unit benefits from a CDBG -assisted activity, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. This probation includes the following:

A. Any interest in any contract, subcontract or agreement with respect to a CDBG -assisted project or program administered by the AWARDDEE, or the proceeds thereunder; or

In addition, no Member of Congress of the United States, official or employee of HUD, or official or employee of the CITY shall be permitted to receive or share any financial or unit benefits arising from the CDBG -assisted project or program.

Prior to the implementation of the CDBG-assisted activity, exceptions to these provisions may be requested by the AWARDDEE in writing to the CITY. The AWARDDEE must demonstrate and certify that the policies and procedures adopted for the activity will ensure fair treatment of all parties, and that the covered persons reference in this policy will have no inside information or undue influence regarding the requests to HUD as permitted by 24 CFR § 570.611, 85.36 and 84.42, as may be applicable.

The CITY shall furnish the AWARDEE with the following services and information from existing CITY records and CITY files:

A. The CITY shall provide the AWARDEE information regarding its requirement for the PROJECT.

B. The CITY will conduct progress inspections of work completed to protect its interests as lender and regulatory authority for the PROJECT, as will provide information to the AWARDEE regarding any progress inspections or monitoring to assist it in ensuring compliance.

The CITY's review and approval of the WORK will relate only to overall compliance with the general requirements of this Agreement and CDBG regulations, and all CITY regulations and ordinances.

Nothing contained herein shall relieve the AWARDEE of any responsibility as provided under the Agreement.

Section VIII – Insurance Requirements

The AWARDEE shall not commence Work under this Agreement until it has provided evidence satisfactory to the CITY that it has secured all insurance required under this section. In addition, AWARDEE shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this Section VIII.

As a condition precedent to the effectiveness of this Agreement for the work to be performed hereunder and without limiting the AWARDEE's indemnification of the CITY, AWARDEE shall provide and maintain at its own expense during the term of this Agreement the following program(s) of insurance covering its operations hereunder. ***Failure on the part of the AWARDEE to procure or maintain insurance shall constitute a material breach upon which the CITY may immediately terminate this Agreement.*** AWARDEE agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the CITY. In the event that the AWARDEE's operations are suspended for failure to maintain required insurance coverage, the AWARDEE shall not be entitled to an extension of time for completion of the WORK because of production lost during suspension.

A. Minimum Scope of Insurance. Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the AWARDEE under the terms of the Agreement. AWARDEE shall procure and maintain, at its own costs and expense, any additional kinds and amounts of insurance that, in its own judgment, may be necessary for its proper protection of the work.

All insurance required hereunder shall be primary with respect to any insurance maintained by the CITY and shall not call on the CITY'S program for contributions. Program(s) of insurance shall include:

1. Commercial General Liability. Insurance which affords coverage with minimum limits of at least **One Million Dollars (\$1,000,000.00)** per occurrence, and if written with an aggregate, the aggregate shall be double the per occurrence limit. Defense costs shall be paid in addition to the limits. The liability insurance policy(ies) shall be endorsed with the following language:

a. The City of Compton and its respective elected and appointed officers, officials, employees, agents and volunteers and the CDBG Applicant are to be named and covered as “**additional insured’s**” with respect to liability arising out of the activities of the AWARDEE.

2. Automobile Liability. Automobile Liability Insurance with coverage with minimum limits of **One Million Dollars (\$1,000,000.00)** each accident. If AWARDEE does not own any company vehicles, the requirement may be satisfied by providing (a) a Personal Automobile Liability policy for the AWARDEE’s own vehicle (as specified in the following paragraph); and (b) a non-owned auto endorsement to the Commercial General Liability policy if AWARDEE may use vehicles of others (e.g., vehicles of employees). Independent contractors may not be able to purchase a Business Automobile policy and consideration may be given to accepting a Personal Automobile Liability policy. Requirements should stipulate “Automobile Liability Insurance with a limit of not less than \$1,000,000.00 each accident.”

3. Worker’s Compensation. Worker’s Compensation Insurance, as required by the State of California and Employer’s Liability Insurance, with a limit of not less than **One Million Dollars (\$1,000,000.00)** per accident for bodily injury and disease. Worker’s Compensation and Employer’s Liability insurance may not be required if AWARDEE has no employees and provides, to City’s satisfaction, a declaration stating this.

The AWARDEE, concurrently with the execution of this Agreement, and as a condition precedent to the effectiveness thereof, shall deliver certified copies of the required policies on forms approved by the CITY. The certificates and endorsements for each insurance policy shall be signed by a person authorized by the insurer to bind coverage on its behalf. If such coverage is cancelled or reduced, AWARDEE shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the CITY evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

All subcontractors shall be included as additional insured under the AWARDEE’s policies, or the AWARDEE shall be responsible for causing subcontractors to purchase the appropriate insurance in compliance with the terms of these insurance requirements, including adding the CITY as an “**additional insured**” to the subcontractor’s policies.

Section IX – Equal Employment Opportunity

During the performance of this Agreement, the AWARDEE agrees as follows:

A. The AWARDEE will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin(s). The AWARDEE will take affirmative action to ensure the applicants are considered for employment, and that employees are treated during employment, without regard to their race, color religion, sex or national origin(s). Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The AWARDEE agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer of the CITY setting forth the provisions of this nondiscrimination clause.

B. The AWARDEE will, in all solicitations or advertisements for employees placed by or on behalf of the AWARDEE, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

C. The AWARDEE will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the CITY’s

contracting officer, advising the labor union or worker's representative of the AWARDDEE's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The AWARDDEE will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the U.S. Secretary of Labor.

E. The AWARDDEE will furnish to the CITY all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the U.S. Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the CITY and the U.S. Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and order.

F. In the event the AWARDDEE is found by the CITY to be in noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the AWARDDEE may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965 or by rule, regulations, or order of the U.S. Secretary of Labor or as otherwise provided by law.

G. The AWARDDEE will include the provisions of paragraphs (A) through (G) of this Section X in every subcontract or purchase order unless exempted by rules, regulations, or orders of the U.S. Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The AWARDDEE will take such action with respect to any subcontract or purchase order as the CITY may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the AWARDDEE becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the CITY, the AWARDDEE may request the United States to enter into such litigation to protect the interest of the United States.

Section X – Labor, Training & Business Opportunity

The AWARDDEE agrees to comply with the federal regulations governing training, employment and business opportunities as follows:

A. The AWARDDEE acknowledges that the WORK to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC § 1701u, as well as any and all applicable amendments thereto ("Section 3 of the HUD Act") The AWARDDEE further acknowledges that Section 3 of the HUD Act requires that, to the greatest extent feasible, opportunities for training and employment be given to low-and-moderate-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the project area.

B. The AWARDDEE shall comply with the provisions of said Section 3 of the HUD Act and the regulations issued pursuant thereto by the U.S. Secretary of Housing and Urban Development as set forth in Title 24 of the Code of Federal Regulations as well as any and all applicable amendments thereto prior

to the execution of this Agreement or during the term of this Agreement. The AWARDDEE certifies and agrees that it is under no contractual or other disability which would prevent it from complying with these requirements as well as any and all applicable amendments thereto.

C. The AWARDDEE will include said Section 3 of HUD Act in every subcontract for work in connection with the PROJECT and will, at the direction of the CITY, take appropriate action against the subcontractor upon a finding that the subcontractor is in violation of regulations issued by the U.S. Secretary of Housing and Urban Development, in Title 24 of the Code of Federal Regulations. The AWARDDEE will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under Title 24 of the Code of Federal Regulations and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with these requirements as well as with any and all applicable amendments thereto.

D. The AWARDDEE acknowledges and agrees that compliance with the provisions of Section 3 of the HUD Act, the regulations set forth in Title 24 of the Code of Federal Regulations and all applicable rules and orders of HUD issued thereunder prior to the execution of this Agreement shall be a condition precedent to federal financial assistance being provided by the CITY to the PROJECT as well as a continuing condition, binding upon the AWARDDEE, its successors, and assigns. The AWARDDEE's failure to fulfill these requirements shall subject the AWARDDEE, its contractors and subcontractors, its successors and assigns to those sanctions specified by Title 24 of the Code of Federal Regulations as well as with any and all applicable amendments thereto.

Section XI – Compliance with Federal, State & Local Laws

The AWARDDEE covenants and warrants that it will comply with all applicable laws, ordinances, codes, rules and regulations of the state, local and federal governments, and all amendments thereto, including, but not limited to: Title 8 of the Civil Rights Act of 1968, P.L. 90-284; Executive Order 11063 on Equal Opportunity and Housing; Section 3 of Housing and Urban Development Act of 1968; Housing and Community Development Act of 1974.

The AWARDDEE agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection CITY regulations (40 CFR Part 15).

The AWARDDEE further warrants and agrees to include or cause to be included the criteria and requirements of this section in every non-exempt subcontract in excess of \$100,000. The AWARDDEE also agrees to take such action as the federal, state or local government may direct to enforce aforesaid provisions.

Section XII – Suspension & Termination

In accordance with 24 CFR § 570.503 (b)(6), suspension or termination may occur if the AWARDDEE materially fails to comply with any term of the award, and that the award may be terminated for convenience in accordance with 2 CFR § 200.339-343.

If, through any cause, the AWARDDEE shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the AWARDDEE shall violate any of the covenants, agreements, or stipulations of this Agreement, the CITY shall thereupon have the right to terminate this Agreement upon not less than five (5) days written notice to the AWARDDEE of such termination specifying the effective date thereof. In such event, the AWARDDEE shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder to the date of said termination. Notwithstanding the above, the

AWARDEE shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of this Agreement by the AWARDEE and the CITY may withhold any payments to the AWARDEE for the purpose of setoff until such time as the exact amount of damages due to the CITY from the AWARDEE is determined whether by court of competent jurisdiction or otherwise.

Section XIII – Termination for Convenience of the CITY

The CITY may terminate this Agreement for its convenience at any time by giving at least thirty (30) days' notice in writing to the AWARDEE. If the Agreement is terminated by the CITY, as provided herein, the CITY will reimburse the AWARDEE for any actual and approved expenses incurred, including those costs involved in terminating the contracts and shutting down the work as of the date of notice, and the AWARDEE will be paid as a FEE an amount which bears the same ratio to the total compensation as the services actually performed bear to the total service of the AWARDEE covered by this Agreement, less payments of compensation previously made. Claims and disputes between the parties will be resolved by binding arbitration held in accordance with the rules of the Judicial Arbitration and Mediation Services, Inc, ("JAMS"), with the venue for such arbitration to be in Los Angeles County. Any award or judgment rendered pursuant to such arbitration may be entered in any court in Los Angeles County having jurisdiction thereof.

Section XIV – Default-Loss of Grant Funds

If the AWARDEE fails in any manner to fully perform and carry out any of the terms, covenants, and conditions of this Agreement, and more particularly if the AWARDEE refuses or fails to proceed with the WORK with such diligence as will ensure its completion within the time fixed by the schedule set forth in **Exhibit 1 – Project Implementation Timeline** of this Agreement, the AWARDEE shall be in default under this Agreement. If, upon written notice of default given by the CITY to the AWARDEE, the AWARDEE fails to cure such default within such time as may be required by such notice, the CITY may terminate and cancel this Agreement upon not less than ten (10) days' notice.

In the event of such termination, all grant funds awarded to the AWARDEE for the PROJECT pursuant to this Agreement shall be immediately revoked and any approvals related to the PROJECT shall be deemed revoked and canceled immediately without further notice. In such event, the AWARDEE acknowledges and agrees that the AWARDEE will no longer be entitled to receive any compensation for work undertaken after the date of the termination of this Agreement.

Such termination shall not affect or terminate any of the rights of the CITY as against the AWARDEE then existing, or which may thereafter accrue because of such default, and the foregoing provision shall be in addition to all other rights and remedies available to the CITY under law and note and deed of trust (if in effect), including but not limited to a cause of action for specific performance to compel the AWARDEE to complete the PROJECT in accordance with the terms of this Agreement, in a court of equity.

Section XV – Reporting Responsibilities

The AWARDEE agrees to submit report(s) required by HUD or the CITY to the CITY in a timely manner.

The CITY will send the AWARDEE one reminder notice if the report(s) has not been received within fourteen (14) days after the due date. If the AWARDEE has not submitted a report fourteen (14) days after the date on the reminder notice, the CITY will have the option to terminate this Agreement. In

addition, the AWARDEE agrees to provide to the CITY information as required to determine program eligibility and financial records pertinent to the PROJECT.

Section XVI – Inspection, Monitoring & Access to Records

The CITY shall have the right to inspect, monitor, and observe work and services performed by the AWARDEE at the PROJECT at any and all reasonable times upon not less than 24 hours' notice.

The CITY shall have the right to audit records of the AWARDEE any time during the performance of this Agreement and for a period of five years after final payment is made under this Agreement.

If required, the AWARDEE must provide the CITY with a certified audit of the AWARDEE's records representing the Fiscal Year during which the PROJECT becomes complete whenever the FEE amount listed in SECTION IV (B) equals or exceeds \$300,000, pursuant to the requirements of OMB Circular A-133.

The CITY, HUD, the Comptroller General of the United States, or any of their duly authorized representatives or agents, shall have right to inspect any books, documents, papers, and electronic records of the AWARDEE or its contractors, wherever located, which are directly pertinent to the PROJECT for the purpose of making audit, examination, copies, excerpts, and transcriptions as provided under this Agreement.

Section XVII – General Conditions

A. All notices or other communications which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, by any reputable overnight courier service, or by mail addressed to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served; if by reputable overnight courier, on the day of delivery; or, if by mail, on the fifth (5th) day after being posted or the date of actual receipt, whichever is earlier.

CITY:

City Manager
City of Compton
205 South Willowbrook Avenue
Compton, CA 90220
Phone: (310) 605-5580

Grants Compliance Manager
City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Phone: (310) 761-1406

AWARDEE:

P31 Construction, Contractor
18000 Studebaker Rd. Suite 700
Cerritos, CA 90703
Phone: (800) 484-7315

B. Title and paragraph headings are merely for convenience and are not a part of this Agreement.

C. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any exhibits, the terms in this Agreement shall control.

D. No waiver or breach of any provision of this Agreement shall constitute a waiver of a subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

E. This Agreement shall be construed under and enforced according to the laws of the State of California.

F. Should any provisions, paragraphs, sentences, words, or phrases contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of California or under any rule or ordinance of the CITY, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

G. The AWARDEE shall comply with the provisions of the Copeland Anti-Kickback Act (18 U.S.C. 874) and the regulations promulgated by the U.S. Department of Labor in 29 CFR Part 3, as amended.

H. The AWARDEE shall comply with the provisions of Sections 103 and 107 of the Contract Work Hours and Safety Standard Act (40 U.S.C. 327-330) and the regulations promulgated by the U.S. Department of Labor in 29 CFR Part 5, as amended.

I. The AWARDEE further warrants and agrees to include or cause to be included the criteria and requirements of paragraphs (G) through (H) of this Section XVIII in every nonexempt subcontract. The AWARDEE also agrees to take such action as the federal, state or local government may direct to enforce aforesaid provisions.

J. The obligations undertaken by AWARDEE pursuant to this Agreement shall not be delegated or assigned to any other person unless the CITY shall first consent to the performance or assignment of such service or any part thereof by another person.

K. Subject to the provisions of paragraph (J) above, this Agreement shall be binding upon the parties hereto, their heirs, executors, legal representative, successors and assigns.

L. The AWARDEE agrees to indemnify, hold harmless and defend the CITY (with counsel selected by the CITY) and its elected officials, officers, and employees from and against any and all claims, actions, losses, damages, or liabilities arising from the AWARDEE's acts, errors or omissions in connection with the AWARDEE's performance or obligations under this Agreement and for any costs or expenses, including reasonable attorney fees and costs, incurred by the CITY on account of any such claims, actions, losses, damages or liabilities. The AWARDEE shall promptly notify the CITY in writing of the occurrence of any such claims, actions, losses, damages, or liabilities.

M. The AWARDEE and its employees and agents shall be deemed to be independent contractors, and not agents or employees of the CITY, and shall not attain any rights or benefits under the civil service or pension ordinances of the CITY, or any rights generally afforded classified or unclassified employee; further they shall not be deemed entitled to State Compensation benefits as an employee of the CITY.

N. Funding for this Agreement is contingent on the availability of funds from HUD under the CDBG program and continued authorization for such activities is subject to amendment or termination due to lack of funds, or re-authorization, reduction of funds, and/or change in regulations.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

P31 Development Corporation
A California Corporation
Awardee

Beyonka Green-Ray, CEO

Dated: _____

City of Compton

Approved by:

Dated: _____

Willie A. Hopkins Jr., City Manager

Approved as to form:

Legal Division

Dated: _____

ATTEST:

Dated: _____

Satra D. Zurita, City Clerk

April 22, 2025

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: PUBLIC WORKS STREET MAINTENANCE DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE GRANTS DEPARTMENT'S FISCAL YEAR 2024-2025 BUDGET AND ESTABLISH PURCHASE ORDERS WITH LNI CUSTOM MANUFACTURING, INC. AND FORMS + SURFACES, INC. FOR THE PURCHASE OF BUS SHELTERS IN AN AMOUNT NOT TO EXCEED THREE HUNDRED SIXTY THOUSAND DOLLARS (\$360,000.00)

SUMMARY

Adopting this resolution will authorize the City Manager to amend the Grants Department's Fiscal Year 2024-2025 Budget and establish purchase orders with LNI Custom Manufacturing, Inc. and Forms + Surfaces, Inc. for the purchase of bus shelters, with a total amount not to exceed Three Hundred Sixty Thousand Dollars (\$360,000.00).

BACKGROUND

The Public Works Street Maintenance Department (Department) is responsible for the maintenance of the City's transit infrastructure. Many bus shelters in the City were installed over 20 years ago and have reached the end of their serviceable life. These shelters have shown significant wear and tear, including rust, deterioration and damage, which has led to concerns over the safety and comfort of passengers. In addition, the shelters do not meet current accessibility standards or sustainability goals, such as energy efficiency and waste reduction.

STATEMENT OF THE ISSUE

The Department desires to replace the existing bus shelters, which will contribute to the rehabilitation of Compton transit. The Department proposes to replace (11) bus shelters along West Rosecrans Avenue between Willowbrook Avenue and Matthisen Avenue. The outdated shelters will be replaced with modern Americans with Disabilities Act (ADA) compliant designs, including mid-shelter steel coverings, corrosion-resistant stainless steel benches, solar lighting, slatted steel trash cans and signage.

The current bus shelters are deteriorating, making them less effective in providing shelter from the elements. Broken or missing parts pose safety concerns, and the shelters lack adequate seating and lighting. The current design of the shelters does not fully comply with ADA requirements, which could limit accessibility for passengers with mobility

challenges. Moreover, the outdated design does not align with the City’s vision for modern, attractive, and user-friendly public spaces.

The new bus shelters will be constructed from high-quality, weather resistant materials which will reduce the need for frequent maintenance. The new shelters will be designed with full compliance with ADA standards, ensuring they are accessible to all passengers, including those with disabilities. The new shelters will also incorporate energy-efficient lighting to reduce energy consumption.

Replacing the aging bus shelters with modern, sustainable and accessible units will significantly improve the transit experience for City residents and visitors. It aligns with the City’s commitment to sustainability, accessibility and public safety while enhancing the overall urban environment.

In March 2025 staff researched Sourcewell for this project to secure a qualified vendor and selected LNI Custom Manufacturing, Inc. AND Forms + Surfaces, Inc.

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/Province, and Municipal Governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. The City of Compton is a Sourcewell participating agency. As a participating agency with Sourcewell, the City of Compton does not need to complete the bidding process.

FISCAL IMPACT

The total cost for Fiscal Year 2024-2025 is \$360,000. A budget amendment is being requested for the funds for these expenditures to be made available in the Grants Department’s 2024-2025 fiscal year budget. Specifically, the following budget amendment staff is requesting two purchase orders in the amount of \$299,135.32 leaving the remaining \$60,864.68 to be allocated to personnel overtime and equipment needed for installation.

Increase in revenue appropriations

<u>Account Code</u>	<u>Account Description</u>	<u>Amount</u>
2800-540-K06-3583	CDBG, FY21 Grant Year HUD Revenue Account	\$360,000.00

Increase in expenditure appropriations

<u>Account Code</u>	<u>Account Description</u>	<u>Amount</u>
2800-540-K06-4300	CDBG, FY21 Grant Year Capital Outlay Account	\$319,135.32

Staff Report – Resolution Authorizing P.O.
Various vendors – Bus Shelter Replacement
April 22, 2025

<u>Account Code</u>	<u>Account Description</u>	<u>Amount</u>
2800-540-K06-4171	Overtime	\$40,864.68

The purchase orders will be allocated to the respective vendors as follow:

<u>Vendor</u>	<u>Account Code</u>	<u>Amount</u>
LNI Custom Manufacturing, Inc	2800-540-K06-4300	\$220,000.00

<u>Vendor</u>	<u>Account Code</u>	<u>Amount</u>
Forms + Surfaces Inc	2800-540-K06-4300	\$79,135.32

Total Amount		\$299,135.32
---------------------	--	---------------------

ALTERNATIVE

No other alternative is being proposed.

RECOMMENDATION

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

MARCUS HARRIS
INTERIM STREET SUPERINTENDENT

APPROVED FOR FORWARDING:

WILLIE A HOPKINS, JR.
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE GRANTS DEPARTMENT’S FISCAL YEAR 2024-2025 BUDGET AND ESTABLISH PURCHASE ORDERS WITH LNI CUSTOM MANUFACTURING, INC. AND FORMS + SURFACES, INC. FOR THE PURCHASE OF BUS SHELTERS IN AN AMOUNT NOT TO EXCEED THREE HUNDRED SIXTY THOUSAND DOLLARS (\$360,000.00)

WHEREAS, the Public Works Street Maintenance Department (Department) is responsible for the maintenance of the City’s transit infrastructure; and

WHEREAS, many bus shelters in the City were installed over 20 years ago and have reached the end of their serviceable life. These shelters have shown significant wear and tear, including rust, deterioration and damage, which has led to concerns over the safety and comfort of passengers; and

WHEREAS, the Department desires to replace the existing bus shelters, which will contribute to the rehabilitation of Compton transit; and

WHEREAS, the Department proposes to replace (11) bus shelters along West Rosecrans Avenue between Willowbrook Avenue and Matthisen Avenue; and

WHEREAS, the outdated shelters will be replaced with modern Americans with Disabilities Act (ADA) compliant designs, including mid-shelter covering, corrosion-resistant stainless steel benches, solar lighting, slatted steel trash cans and signage; and

WHEREAS, replacing the aging bus shelters with modern, sustainable and accessible units will significantly improve the transit experience for City residents and visitors; and

WHEREAS, 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/Province, and Municipal Governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. The City of Compton is a Sourcewell participating agency. As a participating agency with Sourcewell, the City of Compton does not need to complete the bidding process; and

WHEREAS, an appropriation is being requested for this item, as outlined below:

Increase in revenue appropriations

<u>Account Code</u>	<u>Account Description</u>	<u>Amount</u>
2800-540-K06-3583	CDBG, FY21 Grant Year HUD Revenue Account	\$360,000.00

Increase in expenditure appropriations

<u>Account Code</u>	<u>Account Description</u>	<u>Amount</u>
2800-540-K06-4300	CDBG, FY21 Grant Year Capital Outlay Account	\$319,135.32

<u>Account Code</u>	<u>Account Description</u>	<u>Amount</u>
2800-540-K06-4171	Overtime	\$40,864.68

The purchase orders will be allocated to the respective vendors as follow:

<u>Vendor</u>	<u>Account Code</u>	<u>Amount</u>
LNI Custom Manufacturing, Inc	2800-540-K06-4300	\$220,000.00
<u>Vendor</u>	<u>Account Code</u>	<u>Amount</u>
Forms + Surfaces, Inc.	2800-540-K06-4300	\$79,135.32
Total Amount		\$299,135.32

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

Section 1. That the City Manager is hereby authorized to establish purchase orders with LNI Custom Manufacturing, Inc. and Forms and Surfaces, Inc. for the purchase of bus shelters in an amount not to exceed Three Hundred Sixty Thousand Dollars (\$360,000.00) from Account No. 2800-540-K06-4300.

Section 2. That the City Manager is hereby authorized to amend the Grants Department’s Fiscal Year 2024-2025 Budget and appropriate funds for this expenditure, as outlined below:

Increase in revenue appropriations

<u>Account Code</u>	<u>Account Description</u>	<u>Amount</u>
2800-540-K06-3583	CDBG, FY21 Grant Year HUD Revenue Account	\$360,000.00

Increase in expenditure appropriations

<u>Account Code</u>	<u>Account Description</u>	<u>Amount</u>
2800-540-K06-4300	CDBG, FY21 Grant Year Capital Outlay Account	\$319,135.32

<u>Account Code</u>	<u>Account Description</u>	<u>Amount</u>
2800-540-K06-4171	Overtime	\$40,864.68

The purchase orders will be allocated to the respective vendors as follow:

<u>Vendor</u>	<u>Account Code</u>	<u>Amount</u>
LNI Custom Manufacturing, Inc.	2800-540-K06-4300	\$220,000.00
<u>Vendor</u>	<u>Account Code</u>	<u>Amount</u>
Forms + Surfaces, Inc.	2800-540-K06-4300	\$79,135.32
Total Amount		\$299,135.32

Section 3. That a copy of this Resolution shall be filed in the offices of the City Clerk, City Manager, City Controller, City Attorney, Grants Department and Public Works Street Maintenance Department.

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

ADOPTED this _____ day of _____, 2025.

EMMA SHARIF
MAYOR OF THE CITY OF COMPTON

ATTEST:

SATRA D. ZURITA
CITY CLERK OF THE CITY OF COMPTON

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

I, Satra D. Zurita, 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 _____, 2025.

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

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

SATRA D. ZURITA
CITY CLERK OF THE CITY OF COMPTON

QUOTATION

273422-00

Quotation No: 273422-00

Project: City of Compton Balance Benches March 2025

Specifier: city of compton, Compton, CA

Territory Manager: CHRIS KELLEY

To:
city of compton
.
United States

Attention

ESTIMATING DEPARTMENT

Contact Phone

Terms

50%DEP,BAL NET30 OAC

Quotation Valid Thru05/10/2025

Pricing Assumes Projected Delivery Q3 2025
Purchaser to Provide Clean Release for the Lead Times as defined in General Notes

Estimated sales tax based on shipment to site.

Item	Part / Rev / Description / Details	Quantity	Unit Price	Extended Price
001	PRODUCT: BALANCE BENCHRev: NSU/M: EA SBBAL-72NSS Dimension: 75" L X 20" D X 24.1" H Configuration: Backless Seat Material: Stainless Steel Seat Finish: Sandstone Frame Material: Cast Aluminum Frame Finish: Powdercoat, Silver Texture Seat Divider: Two Dividers, Evenly Spaced Mounting: Surface Mount Weight: 94.9 lbs *MOUNTING HARDWARE KIT SOLD AND LISTED SEPARATELY: SEE LINE ITEMS BELOW SBBAL-72-N-SST-SAN-ALF-PC/SIL-2D-SFM	3.0000	2,726.00 Tax Amount	8,178.00 838.25
002	BALANCE BENCH MOUNTING HARDWARE KITRev: 000U/M: EA 906-00246 1/2" Sst & Epoxy Anchor Kit 1 *MOUNTING HARDWARE KIT COMPONENTS LISTED IN ADDENDUM PAGE	3.0000	208.00 Tax Amount	624.00 63.96
003	PRODUCT: BALANCE BENCHRev: NSU/M: EA SBBAL-72BSS Dimension: 75" L X 23" D X 32.9" H Configuration: Backed Seat Material: Stainless Steel Seat Finish: Sandstone Frame Material: Cast Aluminum Frame Finish: Powdercoat, Silver Texture Seat Divider: Two Dividers, Evenly Spaced Mounting: Surface Mount Weight: 121.9 lbs	3.0000	3,370.00 Tax Amount	10,110.00 1,036.28

QUOTATION				# 273422-00	
	*MOUNTING HARDWARE KIT SOLD AND LISTED SEPARATELY: SEE LINE ITEMS BELOW SBBAL-72-B-SST-SAN-ALF-PC/SIL-2D-SFM				
004	BALANCE BENCH MOUNTING HARDWARE KIT Rev: 000 U/M: EA 906-00246 1/2" Sst & Epoxy Anchor Kit 1 *MOUNTING HARDWARE KIT COMPONENTS LISTED IN ADDENDUM PAGE	3.0000	208.00 Tax Amount	624.00 63.96	
005	HANDLING, PACKAGING & FREIGHT Rev: 000 U/M: EA SXHPF SINGLE SHIPMENT - COMMON CARRIER GROUND SERVICE FOB - ORIGIN	1.0000	2,930.40 Tax Amount	2,930.40 300.36	
006	ADD FOR FOB DESTINATION Rev: 000 U/M: EA SXINSU Receiving parties are responsible to document via digital images, notate on delivery receipt prior to signing, and immediately notify an F+S representative of any visible damage to the exterior of crating or packaging. Actual inspection of goods must be completed and any damage claims filed within 48 hours of delivery. Please Note: This is an Optional Added Value Service and can be Declined _____Decline	1.0000	293.04 Tax Amount	293.04 30.04	

Total Items Price US\$ 22,759.44
Total Tax (10.25%) US\$ 2,332.85
Grand Total US\$ 25,092.29

COPY

QUOTATION

273422-00

BALANCE BENCH MOUNTING HARDWARE KIT Components
1/2" Sst & Epoxy Anchor Kit 1

EACH KIT CONSISTS OF THE FOLLOWING:
Fastenal # 11103167, 1/2" x 0.875" OD Nylatron® General Purpose Flat Washer, QTY 4ea
McMaster # 92146A033, 18-8 Stainless Steel Split Lock Washer for 1/2" Screw Size, QTY 4ea
Tampertproof # 6.123112BS, 1/2"-13 x 1.5" Stainless Steel Tamper Resistant Button head socket cap screw, QTY 4ea
Hilti # 258030, 316 Stainless Steel 1/2" x 5" Internally Threaded Sleeve, QTY 4ea
McMaster Carr # 98017A210 , 18-8 Stainless Steel Mil. Spec. Washer, Passivated, 1/2" Screw Size, NAS 1149-C0863R, QTY 4ea
McMaster Carr # 7257A29, Tamper-Resistant 5/16" Hex Bit, 1/4" Hex Shank, QTY 1ea
Home Depot # 300656203, ITW Redhead A7, Epcon Acrylic 7 Concrete Anchoring Adhesive, QTY 1ea
*Or Equivalent

GENERAL NOTES:

CUSTOMER-CONFIRMED DESIRED SHIP DATE / LEAD TIME INFO:
For scheduling purposes, it is critical to establish an accurate Desired Ship Date.
• If the necessary deposit and approvals are not provided in time to meet the customer-confirmed Desired Ship Date, pricing is subject to change at the discretion of Forms+Surfaces (F+S).
• If a Desired Ship Date is not confirmed, pricing for orders not approved and released to manufacturing within four months of order placement is subject to change at the discretion of F+S.
F+S Project Manager/Sales Coordinator will provide a general timeline of approval milestones necessary to release order to manufacturing along with manufacturing lead time.

LEADTIME: All date references are ESTIMATED and are not guaranteed.
Lead times listed are typical for projects of this nature, however, due to inherent unique project conditions and variations in production schedules and demands it cannot be guaranteed. Forms+Surfaces shall be entitled to deliver the products in installments.

ESTIMATED LEAD TIMES ARE AS FOLLOWS AND ARE NOT GUARANTEED:
Shipment from our Facility will be 8 Weeks after receipt of CLEAN RELEASE (Customer-signed F+S Order Acknowledgement, Approval Drawings, Samples and Field Dimensions (by others) as applicable.

LEAD TIMES MAY VARY BASED UPON THE TIMELINESS OF RETURNED APPROVAL SAMPLES & APPROVAL DRAWINGS.

Larger projects may require phased drawing submittals, production releases and product shipments which may impact lead times.

Orders involving non-F+S, third-party finish materials are subject to potentially longer lead times. F+S does not assume liability for delays in order completion caused by third-party finish material suppliers.

Any "Time is of the Essence" or other performance clauses relating to lead times or project schedules are conditioned upon Supplier's order approval requirements and quoted lead times for manufacturing, which do not include transit time for delivery. Any claimed financial damages, labor back charges or liquidated damage clauses are conditioned upon: prior mutual negotiation in good faith between Supplier and Buyer; prior written estimate provided to Supplier from Buyer; and final agreement in writing between Supplier and Buyer.

EXPEDITED LEADTIME: Expediting Requests will be evaluated on a per order basis and are subject to additional fees. Due to variations in production schedules and demand, expedited ship dates are not guaranteed.

PRICING AND CONFORMITY:
Values are based on the specific scope of supply and timing quoted. Should scope or timing requirements change, values may be subject to change.

Payment terms are per most recent Quotation or F+S Order Acknowledgment and are not contingent upon any Condition Precedent stipulations by the buyer. F+S rejects any Condition Precedent or Retainage clauses from buying parties.

Credit card payments of \$5,000.00 or more are subject to a processing fee of 3% of transaction total.

Any fees associated with customer-stipulated construction management software or billing services will be charged back to customer on invoice.

Buyer assumes liability for all costs incurred by F+S associated with collections efforts on past due accounts, including attorney's fees.

Pricing assumes fabrication in accordance with F+S standard or recommended manufacturing methods.

SCOPE OF WORK:
Pricing assumes fabrication in accordance with F+S standard or recommended manufacturing methods.

COPY

QUOTATION

273422-00

All pricing and lead time indications reflect our understanding of the requirements based on the information provided to us from the purchasing party. The purchasing party is responsible for confirming quantities, sizes, finishes and conformity with any relevant plans and specifications. These considerations are independent of any prior F+S specification efforts, drawings or engineering details that may have previously been issued by F+S or otherwise obtained by the buying party or any third-party.

All products will be manufactured per customer-signed F+S Approval Drawings, if applicable. In the event of any discrepancies between executed F+S Approval Drawings and any other documents, the executed F+S Approval Drawings are the determining documents followed in precedence by the most current F+S Order Acknowledgment.

Pricing includes initial set of drawings (if required) supplied after receipt of deposit, and a first revision if required. Additional drawing revisions may be subject to additional charges.

Changes to order details received after approval and release to manufacturing are subject to change order fees and any applicable lead times are subject to resetting at the time changes are re-approved by customer and order can be re-released to manufacturing.

CANCELLATION:
Cancelled or otherwise abandoned orders for which order-specific engineering, drafting or other administrative costs have been incurred are subject to cancellation fees at the sole discretion of F+S. Generally, cancellation fees will not be assessed for orders cancelled or abandoned prior to generation of initial Approval Drawings or other demonstrable administrative activity on behalf of F+S. In the event of order cancellation, and regardless as to the status of any customer-issued purchase orders or other contractual formalities, cancelled or otherwise abandoned orders may be subject to a minimum cancellation charge of \$1,500.00 and up to 75% of the order value. Because of the made-to-order nature of F+S products, cancellations are not accepted after order approval for release to manufacturing and production lead time has begun. All cancellation requests must be submitted in writing.

SALES TAX:
If Purchasing Party or Project is tax exempt, a valid resale or exemption certificate must be submitted prior to the order being invoiced. Submission of a valid resale or exemption certificate after order invoicing does not relieve customer of duty to pay sales tax as invoiced. Sales tax is bearing on physical location where material is to be delivered or where customer or their assigns take possession of product. F+S will only collect sales tax in jurisdictions where F+S is legally obligated to do so. Actual amount of sales tax charged is subject to sales tax rates in effect at time of invoicing for all taxable items invoiced regardless of any prior quotations or order acknowledgments issued by F+S.

WARRANTY:
Forms+Surfaces warrants its products to be free from defects in material and workmanship for a period of three (3) years from the date of invoice, unless otherwise stated on the order acknowledgment. Should any failure to conform to this warranty appear within three (3) years after the date of invoice, Forms+Surfaces shall, upon notification thereof and substantiation that the products have been stored and applied in accordance with Forms+Surfaces standards, correct such defects by suitable repair or replacement without charge, at a Forms+Surfaces facility or at location of the products (at election of Forms+Surfaces).

However, if Forms+Surfaces determines repair or replacement is not commercially practical Forms+Surfaces shall issue a credit in favor of buyer in an amount not to exceed the purchase price of the products. This warranty is exclusive and is in lieu of any implied warranty of merchantability, fitness for a particular purpose or other warranty of quality, whether express of implied, except the warranty of title and against patent infringement. No waiver, alteration, additions or modifications of the foregoing conditions shall be valid unless made in writing and manually signed by an officer of Forms+Surfaces.

In the event third party finish materials are incorporated into Forms+Surfaces' engineered products by specification or customer request, F+S warranty coverage applies to these materials only to the extent the manufacturer or supplier of the third-party finish materials provides warranty coverage to F+S. Under no circumstances does F+S warranty coverage exceed the warranty coverage provided by the manufacturer or supplier of the third-party finish materials.

F+S assumes no liability for, or acceptance of, any claims for monetary compensation without prior written notice to F+S detailing the reason for the claim and the claim amount and without prior acceptance in writing from an authorized F+S employee.

Forms+Surfaces warranty provisions apply only to products that have been paid in full.

Force Majeure – Supplier shall not be liable for any damages or delays in performance of contractual obligations arising from causes beyond the reasonable control and without the fault or negligence of Supplier. Such causes may include but are not restricted to: Acts of God, Nature or the Public Enemy; acts of a governmental body or other regulating authority; war, explosions, fires, floods, earthquakes; public health emergencies or epidemics; quarantine restrictions; strikes, civil unrest, freight embargoes; unusually severe weather.

SHIPPING:
F+S reserves the right to ship orders early at our discretion unless otherwise instructed in writing by the buying party prior to order approval / release to manufacturing. F+S is a build-to-order manufacturer and is not amenable to storing completed orders on behalf of customers. Additional storage and handling fees may be charged for any order that by customer request or disposition (including payment issues) cannot physically ship upon completion.

COPY

QUOTATION

273422-00

DELIVERY:

Receiving parties are responsible for off-loading all materials from the carrier and this may require a forklift, pallet jack or other specialized equipment, tools and appropriate manpower. Unpacking, assembly and / or installation are the responsibility of the buying party or their assigns. All deliveries are curbside if no loading dock is available at delivery site. Shipping crates must be carefully inspected (including underside of crates) at time of delivery. ANY VISIBLE DAMAGE TO CRATING MUST BE NOTED ON DELIVERY RECEIPT PRIOR TO SIGNING and contents should be inspected immediately for damage. Any damage to crating or contents should be documented / photographed and immediately reported to your F+S inside sales contact, and all crating and packaging should be retained for inspection. Claims for concealed damage must be made in writing within five (5) days from delivery. Claims for incomplete / short shipments must be made to F+S in writing not later than ten (10) days from delivery.

STORAGE:

F+S shipping crates and packing methodologies are designed for shipping purposes. In the event material must be stored F+S does not assume liability under warranty for damage or deformation of material stored in original packaging for extended periods of time (longer than ten [10] days from delivery) or for any damage due to exposure to the elements.

For questions regarding lead times, deposits, approvals, etc. please contact...

TERRITORY MANAGER CONTACT:

Christopher Kelley
Senior Territory Manager | Los Angeles, California
818.400.0028
chris.kelley@forms-surfaces.com

Customer Signature of Acceptance

BY RELEASING F+S TO MANUFACTURE PRODUCT AND / OR TAKING DELIVERY OF SAME, BUYER IS ALSO ACKNOWLEDGING HAVING READ AND AGREEING TO THE EXPANDED FORMS+SURFACES, INC TERMS & CONDITIONS OF SALE THAT CAN BE VIEWED AT: WWW.FORMS-SURFACES.COM/TERMS

PAYMENT INSTRUCTIONS:

USA (For domestic USA entities only, ACH or Wire)

Beneficiary's Name: Forms + Surfaces, Inc
Bank Name: Dollar Bank
Bank Address: 2700 Liberty Ave
Pittsburgh, PA 15222
ABA Number: 243074385
Account Number: 0908055515

USA (from foreign entities outside of USA remitting in USD)

Beneficiary's Name: Forms and Surfaces, Inc
Bank Name: Wells Fargo N. A.
Bank Address: 420 Montgomery Street
San Francisco, CA 94104
ABA Number: 121000248
Account Number: 4122155138
Swift Code: WFBUS6S

Canada

When remitting Canadian Dollars (CAD) via WIRE OR ELECTRONIC FUNDS TRANSFER to FORMS AND SURFACES, INC OR FORMS AND SURFACES ULC please use the following information:

COPY

QUOTATION

273422-00

Beneficiary Name: Forms and Surfaces, Inc
Beneficiary Account Number: 1096924
Beneficiary Bank: RBC Royal Bank
Institution ID/Transit/Routing: 0003/06702
Bank address: 2 Bloor St
Toronto, ON M4W 1A8

OUR: Remitter pays all fees.
SHA: Remitter pays initiating bank fees and first intermediary bank fees. Beneficiary pays any additional fees.
BEN: Remitter pays initiating bank fees. Beneficiary pays first intermediary bank and any additional fees.

United Kingdom

Beneficiary's Name: Forms and Surfaces, Inc
Beneficiary Bank: Wells Fargo Bank, N.A. London
Swift Code: PNBPG2L
AC No: 88003154
Sort Codes: GBP CHAPS: 16-56-71
GBP Bacs: 40-51-33
VAT No: 235 406034
IBAN: GB21PNBP16567188003154

India

Beneficiary's Name: Forms and Surfaces India Pvt. Ltd.
Beneficiary's Account Number: 910020004982065
Bank Name: Axis Bank Ltd
Branch Name/Address: Senapati Bapat Marg, Pune 411016
MICR Code: 411211009
IFSC Code: UTIB0000315
Swift Code: AXISINBB315

Mexico

Beneficiary's Name: Forms and Surfaces S DE RL DE CV
Beneficiary's Account Number: 65-5098174-3
Bank Name: Banco Santander
CLABE: 014580655098917435

Rev: 8 16 24

COPY

April 22, 2025

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: PUBLIC WORKS STREET MAINTENANCE DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE PUBLIC WORKS STREET MAINTENANCE DEPARTMENT'S FISCAL YEAR 2024-2025 BUDGET AND ESTABLISH A PURCHASE ORDER WITH ROADLINE PRODUCTS, INC. FOR THE PROCUREMENT OF PAVEMENT MARKING EQUIPMENT AND MATERIALS IN AN AMOUNT NOT TO EXCEED THIRTY-FIVE THOUSAND DOLLARS (\$35,000)

SUMMARY

Adopting this resolution will authorize the City Manager to amend the Public Works Street Maintenance Department's Fiscal Year 2024-2025 Budget and establish a purchase order with Roadline Products, Inc. for the procurement of pavement marking equipment and materials in an amount not to exceed Thirty-Five Thousand Dollars (\$35,000).

BACKGROUND

The Public Works Department (Department) oversees street maintenance to promote safe and efficient traffic flow, with a key focus on maintaining clear and well-defined pavement markings. These markings are essential for guiding vehicles, improving pedestrian safety, and ensuring the visibility of road signs, lane boundaries and traffic patterns.

Properly maintained pavement markings help reduce accidents, support orderly traffic movement, and enhance overall road safety for drivers, cyclists and pedestrians. The Department regularly inspects and refreshes these markings to comply with safety regulations and accommodate changing traffic conditions, contributing to a well-organized and accessible transportation network.

STATEMENT OF THE ISSUE

To support the Department's commitment to road safety and operational efficiency, it will procure pavement marking equipment, materials, accessories and tools to enhance the quality, durability and visibility of pavement markings. This initiative will support the upkeep the City's stencil truck, which applies pavement markings. By maintaining the truck efficiently, the initiative aims to reduce maintenance costs while ensuring compliance with industry standards and regulations.

Staff has obtained quotes from three (3) reputable suppliers of pavement marking equipment to ensure the City receives the most competitive pricing:

<u>Vendor</u>	<u>Price</u>
Roadline Products, Inc.	\$ 46,337.97
Skyline Safety and Supply	\$ 49,618.51
Line Master	\$ 50,031.48

Each quote was provided on a line-item basis and were comparable in quality and function. However, Roadline Products, Inc. provided the most cost-efficient quote in comparison with the other vendors, and has the ability to provide the needed equipment and materials promptly.

Pursuant to Resolution No. 25,001, adopted by the City Council on April 23, 2019, the City Manager is authorized to expend up to \$25,000.00 to any one single vendor in a fiscal year; however, the City has reached the threshold for Roadline Products, Inc. for Fiscal Year 2024-2025. Therefore, City Council's approval is required to proceed.

FISCAL IMPACT

A budget amendment is needed for this expenditure, as follows:

Decrease in expenditure appropriations

<u>Account Code</u>	<u>Account Description</u>	<u>Amount</u>
1004-720-000-4266	Contract Services	\$35,000.00

Increase in expenditure appropriations

<u>Increase Expenditure</u>	<u>Account Description</u>	<u>Amount</u>
1004-720-000-4236	Maintenance & Repair	\$35,000.00

If approved, funds in the amount of Thirty-Five Thousand Dollars (\$35,000.00) would be available in Account No. 1004-720-000-4236.

ALTERNATIVE

No other alternative is being proposed.

RECOMMENDATION

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

Staff Report – Resolution Authorizing P.O.
Roadline Products, Inc. – Pavement Marking Equipment
April 22, 2025, page 3

MARCUS HARRIS
INTERIM STREET SUPERINTENDENT

APPROVED FOR FORWARDING:

WILLIE A HOPKINS, JR.
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE PUBLIC WORKS STREET MAINTENANCE DEPARTMENT’S FISCAL YEAR 2024-2025 BUDGET AND ESTABLISH A PURCHASE ORDER WITH ROADLINE PRODUCTS, INC. FOR THE PROCUREMENT OF PAVEMENT MARKING EQUIPMENT AND MATERIALS IN AN AMOUNT NOT TO EXCEED THIRTY-FIVE THOUSAND DOLLARS (\$35,000)

WHEREAS, the Public Works Street Maintenance Department (Department) oversees street maintenance to promote safe and efficient traffic flow, with a key focus on maintaining clear and well-defined pavement markings; and

WHEREAS, these markings are essential for guiding vehicles, improving pedestrian safety, and ensuring the visibility of road signs, lane boundaries and traffic patterns; and

WHEREAS, the Department will procure pavement marking equipment, materials, accessories and tools to enhance the quality, durability and visibility of pavement markings; and

WHEREAS, staff has obtained quotes from three (3) reputable suppliers of pavement marking equipment to ensure the City receives the most competitive pricing:

<u>Vendor</u>	<u>Price</u>
Roadline Products, Inc.	\$ 46,337.97
Skyline Safety and Supply	\$ 49,618.51
Line Master	\$ 50,031.48

WHEREAS, staff has determined that Roadline Products, Inc. is the lowest, most responsive and responsible vendor to provide pavement marking equipment; and

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

WHEREAS, the City has reached the threshold for Roadline Products, Inc. for Fiscal Year 2024-2025 and City Council’s approval is required to proceed; and

WHEREAS, an amendment to the Public Works Street Maintenance Department’s Fiscal Year 2024-2025 Budget is required, as follows:

Decrease in expenditure appropriations

<u>Account Code</u>	<u>Account Description</u>	<u>Amount</u>
1004-720-000-4266	Contract Services	\$35,000.00

Increase in expenditure appropriations

<u>Account Code</u>	<u>Account Description</u>	<u>Amount</u>
1004-720-000-4236	Maintenance & Repair	\$35,000.00

WHEREAS, funds in the amount of Thirty-Five Thousand Dollars (\$35,000.00) would be available in Account No. 1004-720-000-4236.

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

Section 1. That the City Manager is hereby authorized to establish a purchase order with Roadline Products, Inc. to procure pavement marking equipment and materials in an amount not to exceed Thirty-Five Thousand Dollars (\$35,000.00) from Account No. 1004-720-000-4236.

Section 2. That the City Manager is authorized to amend the Public Works Street Maintenance Department’s Fiscal Year 2024-2025 Budget, as follows:

Decrease in expenditure appropriations

<u>Account Code</u>	<u>Account Description</u>	<u>Amount</u>
1004-720-000-4266	Contract Services	\$35,000.00

Increase in expenditure appropriations

<u>Increase Expenditure</u>	<u>Account Description</u>	<u>Amount</u>
1004-720-000-4236	Maintenance & Repair	\$35,000.00

Section 3. That a copy of this Resolution shall be filed in the offices of the City Clerk, City Manager, City Controller, City Attorney and Public Works Street Maintenance Department.

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

ADOPTED this _____ day of _____, 2025.

EMMA SHARIF
MAYOR OF THE CITY OF COMPTON

ATTEST:

SATRA D. ZURITA
CITY CLERK OF THE CITY OF COMPTON

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

I, Satra D. Zurita, 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 _____, 2025.

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

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

SATRA D. ZURITA
CITY CLERK OF THE CITY OF COMPTON



Main Office
13253 Stanbridge Avenue
Downey, California 90242

Manufacturing
13065 Tom White Way, Suite D
Norwalk, California 90650

Phone: (562) 803-4447
Fax: (562) 803-6506

Phone: (562) 404-8889
Fax: (562) 404-7349

Quick Quote

Quotation **Paint & Paint Parts**

Date **8/16/2024**

To **Marcus Harris**

Client Name **City of Compton**

Fax Number

From **Scott Givens**

2025 MAR 26 PM 3:49
Controller's Office

Quantity	Description	Unit Price	Extended Price
300	Fast Dry Red Paint - Gallon	\$24.00	\$7,200.00
300	Fast Dry Green Paint - Gallon	\$20.00	\$6,000.00
300	Fast Dry Yellow Paint - Gallon	\$18.50	\$5,550.00
300	Fast Dry Blue Paint - Gallon	\$20.00	\$6,000.00
300	Fast Dry White Paint - Gallon	\$19.00	\$5,700.00
10	288421 - Graco Contractor Gun	\$359.00	\$3,590.00
20	286217 - Graco Raco 5 Tip - 2"	\$48.00	\$960.00
20	286319 - Graco Raco 5 Tip - 4"	\$48.00	\$960.00
20	286427 - Graco Raco 5 Tip - 6"	\$48.00	\$960.00
20	286527 - Graco Raco 5 Tip - 8"	\$48.00	\$960.00
20	286627 - Graco Raco 5 Tip - 10"	\$48.00	\$960.00
20	286845 - Graco Raco 5 Tip - 16"	\$48.00	\$960.00
4	243296 - 15" Pain Gun Extension	\$40.00	\$160.00
4	243297 - 20" Paint Gun Extension	\$45.00	\$180.00
100	Paint Roller - 4" x 1/2" NAP	\$2.75	\$275.00
100	Paint Roller - 6" x 1/2" NAP	\$3.25	\$325.00

40	Paint Roller Handle - 4"	\$4.99	\$199.60
40	Paint Roller Handle - 6"	\$5.99	\$239.60
40	Paint Wood Dowel - 1/4" x 48"	\$19.00	\$760.00
Terms	Net 30 Days	Sub Total	\$41,939.20
FOB Point	Norwalk	Sales Tax	\$4,298.77
		Shipping	\$100.00
		Grand Total	\$46,337.97

Approved _____
By _____

Controller's Office
2025 MAR 20 PM 12:56

Controller's Office
2025 MAR 26 PM 3:49

Skyline Safety and Supply

4513 Nipomo Ave
Lakewood, CA 90713

Phone # 714-925-0338
CA Small Bus # 1755773
sales@skylinesafetyandsupply.com

Controller's Office
2025 MAR 20 PM 12:56

Estimate

Estimate #	Date
9628	8/17/2024

Name / Address
City of Compton Marcus Harris mharris@comptoncity.org

Ship To

Controller's Office
2025 MAR 26 PM 3:49

Item	Description	Qty	Rate	Total
Misc	Fast Dry Paint - Red - gal	300	25.68	7,704.00T
Misc	Fast Dry Paint - Green - gal	300	21.40	6,420.00T
Misc	Fast Dry Paint - Yellow - gal	300	19.79	5,937.00T
Misc	Fast Dry Paint - Blue - gal	300	21.40	6,420.00T
Misc	Fast Dry Paint - Wht - gal	300	20.30	6,090.00T
288421	Contractor Airless Spray Gun, 2 Finger Trigger, RAC 5 517 SwitchTip	10	384.00	3,840.00T
286217	Graco RAC 5 SwitchTip, 217	20	51.36	1,027.20T
286319	Graco RAC 5 SwitchTip, 319	20	51.36	1,027.20T
286427	Graco RAC 5 SwitchTip, 427	20	51.36	1,027.20T
286527	Graco RAC 5 SwitchTip, 527	20	51.36	1,027.20T
286627	Graco RAC 5 SwitchTip, 627	20	51.36	1,027.20T
286845	Graco RAC 5 SwitchTip, 845	20	51.36	1,027.20T
243296	Paint Gun Ext - 15"	4	42.40	169.60T
243297	Paint Gun Ext - 20"	4	47.70	190.80T
Misc	Paint Roller - 4" x 1/2" NAP	100	2.97	297.00T
Misc	Paint Roller - 6" x 1/2" NAP	100	3.51	351.00T
Misc	Paint Hand Roller - 4"	40	5.38	215.20T
Misc	Paint Hand Roller - 6"	40	6.46	258.40T
Misc	Paint Wood Dowel - 1/4" x 48"	40	20.33	813.20T
SHIP	Shipping and Handling		150.00	150.00
			Subtotal	\$45,019.40
To Order Please Contact Sales Rep Tricia Sontag Cell# 714-925-0338			Sales Tax (10.25%)	\$4,599.11
			Total	\$49,618.51



The Line-Master LLC
815 Pleasant st. Santa Paula, Ca 93060
(820) 777-9013

ID # 82-2662540

Controller's Office
2025 MAR 20 PM 12:56

Quote

Quotation paint & parts

Date 8/16/24

To marcus

Client Name city of compton

Fax Number

From

Quantity	Description	Unit Price	Extended Price
			\$0.00
300	fast dry red	\$26.00	\$7,800.00
300	fast dry green	\$22.00	\$6,600.00
300	fast dry yellow	\$20.00	\$6,000.00
300	fast dry white	\$22.00	\$6,600.00
300	fast dry blue	\$21.00	\$6,300.00
10	graco contractor gun	\$376.00	\$3,760.00
20	graco rac tip 2"	\$49.00	\$980.00
20	graco rac tip 4"	\$49.00	\$980.00
20	graco rac tip 6"	\$49.00	\$980.00
20	graco rac tip 8"	\$49.00	\$980.00
20	graco rac tip 10"	\$49.00	\$980.00
20	graco rac tip 16"	\$49.00	\$980.00
4	15" paint gun extension	\$45.00	\$180.00
4	20" paint gun extension	\$48.00	\$192.00
100	paint roller 4"x 1/2	\$3.00	\$300.00
100	paint roller 6"x 1/2	\$3.00	\$300.00
40	paint roller handle 4"	\$6.00	\$240.00
40	paint roller handle 6"	\$8.00	\$320.00
40	paint wood dowel 1/4"x 48"	\$21.00	\$840.00
			\$0.00
			\$0.00
0.1025			
Terms		Sub Total	\$45,312.00
FOB Point		Sales Tax	\$4,644.48
		Shipping	\$75.00
Approved By		Grand Total	\$50,031.48

Controller's Office
2025 MAR 26 PM 3:49

April 22, 2025

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY CONTROLLER

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
UPDATING AND CLARIFYING PROCEDURES FOR THE OPERATION OF
THE CITY'S FINANCE COMMITTEE AND AMENDING RESOLUTION
25,123**

SUMMARY

Adoption of the attached Resolution will rename the "Finance Ad Hoc Committee" as the "Finance Committee". Additionally, a meeting schedule and procedures will be established for the conduct of those meetings.

BACKGROUND

On January 31, 2018, the City of Compton received a draft report from the State Controller's Office (SCO) review of the City's administrative and internal accounting controls system for the Fiscal Years (FY) 2013-14, FY 2014-15 and FY 201516. As part of this report, the SCO referenced the Los Angeles County Civil Grand Jury's 2012 report that recommended charter cities within Los Angeles County establish formal finance and audit committees.

Further, on September 19, 2019, the City Council adopted Resolution 25,123 that established a Finance Ad Hoc Committee to review the City's financial statements, get regular updates on the status of the City's administrative and internal accounting controls system, updates on the Corrective Action Plan and to make the budget process more open and accountable.

The Finance Ad Hoc Committee consists of two (2) appointed members of the City Council, (inclusive of the Mayor), the City Controller, Financial Analyst, City Manager, and the Assistant City Manager.

STATEMENT OF THE ISSUE

Based on the Committee's continuing existence for several years and its composition, it is appropriate to transition the Committee from operating as an "ad hoc" committee to an ongoing advisory committee of the City, to establish a regular meeting schedule for the Committee, and to clarify certain other operational requirements.

**Staff Report – A Resolution updating and clarifying procedures for the operation of the City’s Finance Committee and Amending Resolution 25,123
April 22, 2025**

The meeting schedule is proposed to be every two months on the third Wednesday in February, April, June, August, October and December of each year at 3 p.m. in the City Council Chambers at Compton City Hall. If no meeting is needed or required on a regular meeting date due to a lack of business items or the unavailability of a quorum of the Committee, the meeting may be cancelled or the meeting may be adjourned to another date and time. The Finance Committee may also hold and conduct special meetings as needed.

FISCAL IMPACT

There is no fiscal impact to this proposal, except for additional staff time to comply with the regular meeting schedule and associated procedural requirements.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution to authorize the renaming of the “Finance Ad Hoc Committee” as the “Finance Committee”, and to amend Resolution 25,123 to include the meeting schedule of once every two months on the third Wednesday of the two-month period at 3 p.m. in the City Council Chambers of Compton City Hall.

**SHARON RAHBAN NAVIZADEH
CITY CONTROLLER**

APPROVED FOR FORWARDING:

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
UPDATING AND CLARIFYING PROCEDURES FOR THE OPERATION
OF THE CITY'S FINANCE COMMITTEE AND AMENDING RESOLUTION
25,123**

WHEREAS, on January 31, 2018, the City of Compton received a draft report of the State Controller's Office (SCO) review of the City's administrative and internal accounting controls system for the fiscal years (FY) 2013-14, FY 2014-15 and FY 2015-16. As part of this report, the SCO referenced the Los Angeles County Civil Grand Jury's 2012 report that recommended charter cities within Los Angeles County establish formal audit and finance committees; and

WHEREAS, on September 19, 2019, the City Council adopted Resolution 25,123 that established a Finance Ad Hoc Committee to review the City's financial statements, get regular updates on the status of the City's administrative and internal accounting controls system, updates on the Corrective Action Plan and to make the budget process more open and accountable; and

WHEREAS, the Finance Ad Hoc Committee consists of two (2) appointed members of the City Council, (inclusive of the Mayor), the City Controller, Financial Analyst, City Manager, and the Assistant City Manager; and

WHEREAS, based on the Committee's continuing existence for several years and its composition, it is appropriate to transition the Committee from operating as an "ad hoc" committee to an ongoing advisory committee of the City, to establish a regular meeting schedule for the Committee, and to clarify certain other operational requirements.

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

Section 1. The Mayor and Councilmembers of City of Compton hereby rename the "Finance Ad Hoc Committee" as the "Finance Committee."

Section 2. That Finance Committee shall have regular meetings every two months on the third Wednesday in February, April, June, August, October and December of each year at 3 p.m. in the City Council Chambers at Compton City Hall. If no meeting is needed or required on a regular meeting date due to a lack of business items or the unavailability of a quorum of the Committee, the meeting may be cancelled or the meeting may be adjourned to another date and time. The Finance Committee may also hold and conduct special meetings as needed. All meetings of the Finance Committee shall be conducted in compliance with the Ralph M. Brown Act (California Government Code Section 54950 et seq.)

Section 3. This provision of Section 2 of this Resolution shall supersede and replace the provisions and requirements of Section 6 of Resolution No. 25,123.

Section 4. Except with respect to any past or future Councilmember appointees to the Finance Committee, and except as otherwise provided in this Resolution, all other provisions of Resolution No. 25,123 shall remain in full force and effect.

Section 5. That a copy of this Resolution shall be filed in the offices of the City Clerk, City Attorney, City Manager, 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 _____, 2025.

EMMA SHARIF
MAYOR OF THE CITY OF COMPTON

ATTEST:

SATRA D. ZURITA
CITY CLERK OF THE CITY OF COMPTON

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

I, Satra D. Zurita, 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 _____, 2025.

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

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

SATRA D. ZURITA
CITY CLERK OF THE CITY OF COMPTON

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ESTABLISHING A FINANCE ADHOC COMMITTEE AND SELECTING TWO MEMBERS OF COUNCIL TO SERVE ON THIS COMMITTEE FOR THE 2019-2020 FISCAL YEAR

WHEREAS, On January 31, 2018, the City of Compton received a draft report the State Controller's Office (SCO) review of the City's administrative and internal accounting controls system for the fiscal years (FY) 2013-14, FY 2014-15 and FY 2015-16. As part of this report, the SCO referenced the Los Angeles County Civil Grand Jury's 2012 report that recommended charter cities within Los Angeles County establish formal audit committees; and

WHEREAS, during the course of the past year, Council has also indicated its interest in forming a Finance Ad Hoc Committee to review the City's financial statements, get regular updates on the status of the City's administrative and internal accounting controls system, updates on the Corrective Action Plan and to make the budget process more open and accountable; and

WHEREAS, the Mayor and Councilmembers of City of Compton, in an effort to provide more oversight and transparency and to comply with the suggestions of the State Controller's Office wants to form an Ad Hoc Committee for the oversight of the City's finances and budget process; and

WHEREAS, the committee will consist of two (2) appointed members of the City Council, (inclusive of the Mayor), the City Controller, Financial Analyst, City Manager, and the Assistant City Manager; and

WHEREAS, the Chair of this Ad Hoc Committee is selected by the group at the first meeting. The Chair must be a council member; and

WHEREAS, the City Controller will serve as the staff member liaison for the Ad Hoc Committee. The Staff Coordinator will be assigned by the City Controller and serves as staff to the committee, provides support as requested, which may include securing meeting space, development of agendas for Chair review and approval, development of meeting packets, and or taking notes as well as providing a report to the full City Council at the next available council meeting summarizing the committee's work; and

WHEREAS, the committee will meet monthly as needed, but in no case less frequently than quarterly. The committee is primarily tasked to review the monthly and quarterly financial reports, review proposed updates to financial policies and procedures, review the recommended mid-year budget amendments, discuss council goals and objectives as it relates to the city's overall financial status and an in-depth review of the proposed annual budget. Other needed items will be included in the agenda on an as needed basis.

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

Section 1. That the Mayor and Councilmembers of City of Compton authorize the formation of a Finance Ad Hoc Committee.

Section 2. That the Finance Ad Hoc Committee will consist of two (2) appointed members of the City Council (inclusive of the Mayor), the City Controller, Financial Analyst, City Manager, and Assistant City Manager.

Section 3. That the Council shall appoint Emma Sharif and Isaac Galvan, two (2) members of the Council to serve on the newly formed Finance Ad Hoc Committee

Section 4. That the Chair of this Ad Hoc Committee is selected by the group at the first meeting. The Chair must be a council member

Section 5. That the City Controller will serve as the staff member liaison for the Ad Hoc Committee. The Staff Coordinator will be assigned by the City Controller and serves as staff to the committee.

Section 6. That the committee will meet monthly as needed, but in no case less frequently than quarterly. The committee is primarily tasked to review the monthly and quarterly financial reports, review proposed updates to financial policies and procedures, review the recommended mid-year budget amendments, discuss council goals and objectives as it relates to the city's overall financial status and an in-depth review of the proposed annual budget. Other needed items will be included in the agenda on an as needed basis.

Section 7. That there is no fiscal impact of forming this Ad Hoc Committee.

Section 8. That a copy of this Resolution shall be filed in the offices of the City Clerk, City Attorney, City Manager, and City Controller.

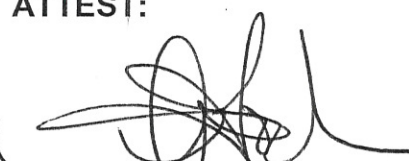
Section 9. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this 17th day of September, 2019.



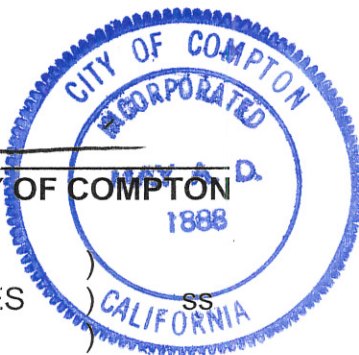
MAYOR OF THE CITY OF COMPTON

ATTEST:



CITY CLERK OF THE CITY OF COMPTON

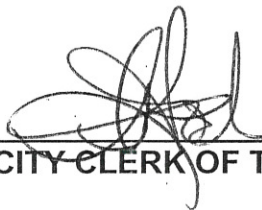
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON



I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on this 17th day of September, 2019.

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

AYES: COUNCILMEMBERS-Chambers, Galvan, McCoy, Sharif, Brown
NOES: COUNCILMEMBERS-None
ABSTAIN: COUNCILMEMBERS-None
ABSENT: COUNCILMEMBERS-None


CITY CLERK OF THE CITY OF COMPTON



April 22, 2025

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

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

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE-YEAR
PROFESSIONAL SERVICES AGREEMENT WITH NEOGOV (\$499,552.66)
FOR THE PROVISION OF ADMINISTRATIVE AND TECHNICAL
SOFTWARE SERVICES (DIGITAL RECRUITING, ONBOARDING, DATA
IMPLEMENTATION, ETC.), TO AMEND THE FISCAL YEAR 2024-2025
BUDGET FOR THE HUMAN RESOURCES DEPARTMENT, AND TO
AUTHORIZE A PURCHASE ORDER TO NEOGOV FOR THE FIRST YEAR
OF SERVICE (\$204,700.96)**

SUMMARY

Adopting this resolution will authorize the City Manager to enter into a three-year professional services agreement with NEOGOV for the provision of administrative and technical software services (e.g., digital recruiting, onboarding, applicant and employee data implementation, etc.). NEOGOV provides needed software services to department staff that is required on a daily basis for the utilization of recruitment, onboarding, training, benefits, payroll, time and attendance, and its digitization of all physical files for applicant systems and employment data. Further, this resolution will authorize the amendment to the Human Resources Department's Fiscal Year 2024-2025 budget and authorize the City Manager to issue a purchase order to NEOGOV in the amount of Two Hundred Four Thousand, Seven Hundred Dollars and Ninety-Six Cents (\$204,700.96) for the first year of service.

BACKGROUND

NEOGOV is a "Human Resources Information System" (HRIS) utilized in specific to government agencies and public sectors. This software system manages employee data and Human Resources processes that are vital in recruitment, payroll, and time-tracking. The City is currently an existing member of NEOGOV, as they already provide services for online job applications and the stages of recruitment for the Human Resources Department. The Human Resources Department of the City of Compton implement these systems on a daily basis, for the purpose of managing all steps of the recruitment process, from posting a job specification online to onboarding the employee. In addition to this process, the employees themselves can access their data through the cloud, allowing ease of access for their digital files, benefits, training, and pay.

STATEMENT OF ISSUE

The City of Compton and its parallel departments utilize such services for all employees for the recruitment process and the following onboarding process. The Human Resources Department is responsible for all related files, both physical and digital, for all job specifications, scheduling, benefits, training, and more.

As such, these files and the document management for hundreds of employees and applicants that follows the recruitment process often protrude the physical space of Department staff. NEOGOV provides the ease of access in digitization of such files, including the automation and implementation of all varieties of employee data, vital for efficiency in the Human Resources Department. The online and digital bookkeeping of applicant and employee data would allow for a structured and coherent system.

In addition to its digitization, NEOGOV provides services of: *GovernmentJobs.com*, *Insight*, *Onboard*, *Learn*, *Perform*, *CoreHR*, *Benefits*, *Payroll*, *Time & Attendance*, *PowerPolicy*, *eForm*, *CMI Time Clock*, and *Single Sign-on*, in which all are equally important for efficiency in the Department. The total access of this employee data would be beneficial to all staff, as it allows for a variety of accessible system integrations that are molded for the City.

NEOGOVS is a service cooperative that offers cooperative procurement solutions to government entities and provides competitive rates compared to other vendors. Participation is open to municipal governmental agencies located in the United States. The City of Compton is a participating agency of NEOGOV and as a result can take advantage of the beneficial rates offered to the City in terms of cost, efficiency and quality of services. Thus, the City's use of NEOGOV complies with the requirements of the competitive bidding process.

FISCAL IMPACT

The moderate fiscal impact of this contract includes:

- The cost of the agreement plus initial set up fees (\$499,552.66 for three years)
 - The payment schedule of the contract is as follows:

▪ First year:	\$204,700.96
▪ Second year:	\$126,637.06
▪ Third year:	<u>\$168,214.64</u>
▪ Total:	\$499,552.66
- The potential usage of a consultant to assist with ensuring the proper implementation and communication of the software (estimated to be \$75,000),
- The potential usage of a consultant to update HR Personnel Records in ADP before migrating data to NEOGOV (estimated to be \$12,000),

- The cost of an additional Accounting Specialist in the Payroll Division to conduct payroll payment and distribution (estimated to be \$56,000, anticipated to be requested in the FY 2025-26 proposed budget),
- The cost of check printing supplies for Payroll staff in the case that ADP is discontinued (estimated to be \$8,000 for one year)
- Changes to the City's electronic payment issuance schedule in the case that ADP is discontinued

At this time, Staff is requesting for the contract with NEOGOV to be approved for a total of \$499,552.66 for three years and for a purchase order to be opened for the first year of fees for a cost of \$204,700.96, to be opened from account number **1001-560-000-4266 (Human Resources – Contract Services)**.

Additionally, Staff is requesting that the FY 2024-25 budget for the Human Resources Department is authorized to be amended as follows:

Decrease expenditure appropriations in:

Account Name	Account Number	Amount
General Fund, HR, Special Projects	1001-560-000-4238	\$24,395.00
General Fund, HR, Special Department Expense	1001-560-000-4249	\$13,426.95
General Fund, HR, Education Reimbursement	1001-560-000-4263	\$10,000.00
General Fund, HR, Training	1001-560-000-4273	\$30,000.96
General Fund, HR, Salary Expense	1001-560-000-4101	<u>\$126,878.05</u>
Total:		\$204,700.96

Increase expenditure appropriations in:

Account Name	Account Number	Amount
General Fund, HR, Contract Services	1001-560-000-4266	\$204,700.96

RECOMMENDATION

It is recommended that the City Council adopt the attached Resolution to instate such use of contracted software and services.

DONALD J. GRADY
HUMAN RESOURCES DEPARTMENT

APPROVED FOR FORWARDING:

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE-YEAR PROFESSIONAL SERVICES AGREEMENT WITH NEOGOV (\$499,552.66) FOR THE PROVISION OF ADMINISTRATIVE AND TECHNICAL SOFTWARE SERVICES (DIGITAL RECRUITING, ONBOARDING, DATA IMPLEMENTATION, ETC.), TO AMEND THE FISCAL YEAR 2024-2025 BUDGET FOR THE HUMAN RESOURCES DEPARTMENT, AND TO AUTHORIZE A PURCHASE ORDER TO NEOGOV FOR THE FIRST YEAR OF SERVICE (\$204,700.96)

WHEREAS, NEOGOV is a “Human Resources Information System” (HRIS) utilized in specific to government agencies and public sectors. This software system manages employee data and Human Resources processes that are vital in recruitment, payroll, and time-tracking; and

WHEREAS, the City is currently an existing member of NEOGOV, as they already provide services for online job applications and the stages of recruitment for the Human Resources Department. The Human Resources Department of the City of Compton implement these systems on a daily basis, for the purpose of managing all steps of the recruitment process, from posting a job specification online to onboarding the employee; and

WHEREAS, NEOGOV provides the ease of access in digitization of such files, including the automation and implementation of all varieties of employee data, vital for efficiency in the Human Resources Department. The online and digital bookkeeping of applicant and employee data would allow for a structured and coherent system; and

WHEREAS, in addition to its digitization, NEOGOV provides services of: *GovernmentJobs.com, Insight, Onboard, Learn, Perform, CoreHR, Benefits, Payroll, Time & Attendance, PowerPolicy, eForm, CMI Time Clock, and Single Sign-on*, in which all are equally important for efficiency in the Department. The total access of this employee data would be beneficial to all staff, as it allows for a variety of accessible system integrations that are molded for the City; and

WHEREAS, NEOGOV is a service cooperative that offers cooperative procurement solutions to government entities and provides competitive rates compared to other vendors. Participation is open to municipal governmental agencies located in the United States; and

WHEREAS, the City of Compton is a participating agency of NEOGOV and as a result can take advantage of the beneficial rates offered to the City in terms of cost, efficiency and quality of services. Thus, the City’s use of NEOGOV complies with the requirements of the competitive bidding process; and

WHEREAS, Staff is requesting for the contract with NEOGOV to be approved for a total of \$499,552.66 for three years and for a purchase order to be opened for the first year of fees for a cost of \$204,700.96; and

WHEREAS, Staff is requesting a budget amendment to Human Resources Department’s Fiscal Year 2024-25 budget.

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

Section 1. That the City Manager is hereby authorized to enter into a multi-year professional services agreement with NEOGOV to provide

Human Resources and Payroll government software services for the City, for a total cost of \$499,552.66.

Section 2. That a purchase order of \$204,700.96 is authorized to NEOGOV for the first year of software services for Human Resources, Payroll, and training, opened from account number **1001-560-000-4266 (Human Resources – Contract Services)**.

Section 3. That the FY 2024-25 budget for the Human Resources Department is authorized to be amended as follows:

Decrease expenditure appropriations in:

Account Name	Account Number	Amount
General Fund, HR, Special Projects	1001-560-000-4238	\$24,395.00
General Fund, HR, Special Department Expense	1001-560-000-4249	\$13,426.95
General Fund, HR, Education Reimbursement	1001-560-000-4263	\$10,000.00
General Fund, HR, Training	1001-560-000-4273	\$30,000.96
General Fund, HR, Salary Expense	1001-560-000-4101	<u>\$126,878.05</u>
Total:		\$204,700.96

Increase expenditure appropriations in:

Account Name	Account Number	Amount
General Fund, HR, Contract Services	1001-560-000-4266	\$204,700.96

Section 4. That a duly certified copy of this Resolution shall be delivered to the offices of the City Manager, City Clerk, City Controller, Legal Division, and Human Resources Department.

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

ADOPTED this _____ day of _____, 2025.

EMMA SHARIF
MAYOR OF THE CITY OF COMPTON

ATTEST:

SATRA D. ZURITA
CITY CLERK OF THE CITY OF COMPTON

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

I, Satra D. Zurita, 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 _____, 2025.

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

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

SATRA D. ZURITA
CITY CLERK OF THE CITY OF COMPTON

THIS IS NOT AN INVOICE

Contract Records		Order Details	
Account Number:	A-667838	Order #:	Q-356274
Customer:	Compton, City of (CA)	Valid Until:	4/30/2025
Effective Employee Count:	315		
Sales Rep:	Kim Goerlitz		

Customer Contact		Shipping Contact	
Billing Contact:	Compton, City of (CA) Donald Grady	Shipping Contact :	Compton, City of (CA) Donald Grady
Billing Address:	205 S Willowbrook Ave. Compton, CA 90220	Shipping Address:	205 S Willowbrook Ave. Compton, CA 90220
Billing Contact Email:	dgrady@comptoncity.org	Shipping Contact Email:	dgrady@comptoncity.org
Billing Phone:	(310) 605-5535	Shipping Phone:	(310) 605-5535

Payment Terms		Notes:
Payment Term:	Net 30	
PO Number:		

Subscription Service

Year 1

Item	Type	Start Date	End Date	Qty.	License Type	Total (USD)
Core HR Subscription	Recurring	5/1/2025	4/30/2026	315	Employee Based	\$8,285.40
Core HR Setup	Services			315	Employee Based	\$8,975.50
Benefits Subscription	Recurring	5/1/2025	4/30/2026	315	Employee Based	\$6,809.40
Benefits Setup	Services			315	Employee Based	\$10,080.00
Time & Attendance Subscription	Recurring	5/1/2025	4/30/2026	315	Employee Based	\$14,613.40
Time & Attendance Setup	Services			315	Employee Based	\$12,960.00
Payroll Subscription	Recurring	5/1/2025	4/30/2026	315	Employee Based	\$14,613.40
Payroll Setup	Services			315	Employee Based	\$12,960.00
Payroll Services Subscription	Recurring	5/1/2025	4/30/2026	315	Employee Based	\$9,899.40
Payroll Services Setup	Services			315	Employee Based	\$10,080.00
eForms Subscription	Recurring	5/1/2025	4/30/2026	315	Employee Based	\$8,399.40

Item	Type	Start Date	End Date	Qty.	License Type	Total (USD)
eForms Setup	Services			315	Employee Based	\$3,960.00
Learn Subscription	Recurring	5/1/2025	4/14/2026	315	Employee Based	\$14,076.09
Learn Setup	Services			315	Employee Based	\$6,798.00
Onboard Subscription	Recurring	5/1/2025	4/30/2026	315	Employee Based	\$6,687.85
Onboard Setup	Services			315	Employee Based	\$4,158.00
Perform Subscription	Recurring	5/1/2025	4/30/2026	315	Employee Based	\$11,112.57
Perform Setup	Services			315	Employee Based	\$6,798.00
CMI Time Clock	Services			8	Quantity Based	\$29,344.00
Single Sign On Subscription	Recurring	5/1/2025	4/30/2026	315	Employee Based	\$940.55
Single Sign On Setup	Services			315	Employee Based	\$3,150.00
Year 1 TOTAL:						\$204,700.96

Year 2

Item	Type	Start Date	End Date	Qty.	License Type	Total (USD)
Core HR Subscription	Recurring	5/1/2026	4/30/2027	315	Employee Based	\$11,047.20
Benefits Subscription	Recurring	5/1/2026	4/30/2027	315	Employee Based	\$8,904.60
Time & Attendance Subscription	Recurring	5/1/2026	4/30/2027	315	Employee Based	\$19,327.40
Payroll Subscription	Recurring	5/1/2026	4/30/2027	315	Employee Based	\$19,327.40
Payroll Services Subscription	Recurring	5/1/2026	4/30/2027	315	Employee Based	\$13,670.60
eForms Subscription	Recurring	5/1/2026	4/30/2027	315	Employee Based	\$11,199.20
Learn Subscription	Recurring	5/1/2026	4/30/2027	315	Employee Based	\$18,544.69
Onboard Subscription	Recurring	5/1/2026	4/30/2027	315	Employee Based	\$8,745.65

Item	Type	Start Date	End Date	Qty.	License Type	Total (USD)
Perform Subscription	Recurring	5/1/2026	4/14/2027	315	Employee Based	\$14,640.37
Single Sign On Subscription	Recurring	5/1/2026	4/30/2027	315	Employee Based	\$1,229.95
Year 2 TOTAL:						\$126,637.06

Year 3

Item	Type	Start Date	End Date	Qty.	License Type	Total (USD)
Core HR Subscription	Recurring	5/1/2027	4/30/2028	315	Employee Based	\$14,499.45
Benefits Subscription	Recurring	5/1/2027	4/30/2028	315	Employee Based	\$11,523.60
Time & Attendance Subscription	Recurring	5/1/2027	4/30/2028	315	Employee Based	\$25,219.90
Payroll Subscription	Recurring	5/1/2027	4/30/2028	315	Employee Based	\$25,219.90
Payroll Services Subscription	Recurring	5/1/2027	4/30/2028	315	Employee Based	\$21,213.00
eForms Subscription	Recurring	5/1/2027	4/30/2028	315	Employee Based	\$15,118.92
Learn Subscription	Recurring	5/1/2027	4/30/2028	315	Employee Based	\$23,460.15
Onboard Subscription	Recurring	5/1/2027	4/30/2028	315	Employee Based	\$11,317.90
Perform Subscription	Recurring	5/1/2027	4/30/2028	315	Employee Based	\$19,050.12
Single Sign On Subscription	Recurring	5/1/2027	4/30/2028	315	Employee Based	\$1,591.70
Year 3 TOTAL:						\$168,214.64
Total:						\$499,552.66

This price does NOT include any sales tax. Total in USD

Additional Terms and Conditions

License Terms: Enterprise license denotes that Customer has purchased an enterprise wide license up to the employee count specified above. User based license denotes that Customer has purchased the number of licenses set forth in the quantity column. Item count denotes the number of items that Customer has licensed as set forth in the quantity column.

Payment Terms: All invoices issued hereunder are **due upon the invoice due date**. If the Order is for a period longer than one year, the fees for the first period shown shall be invoiced immediately and the fees for future years/periods shall be invoiced annually in advance of each 12 month period shown on the Order, but regardless of the billing cycle, Customer is responsible for the fees for the entire Order. The fees set forth in this Service Order are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable. Payment for services ordered hereunder shall be made to Governmentjobs.com, Inc., (D/B/A NEOGOV).

Terms & Conditions: This Order Form creates a legally binding contract on the parties. Unless otherwise agreed in a written agreement between GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), parent company of PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "**NEOGOV**") and Customer, this Order Form and the services to be furnished pursuant to this Order Form are subject to the terms and conditions set forth here: <https://www.neogov.com/service-specifications>. The Effective Date (as defined in the terms and conditions) shall be the Subscription Start Date.

Special Condition:

Customer may terminate for convenience the NEOGOV Payroll & Payroll Services products within this Order Form by providing written notice to NEOGOV of its intent to terminate within 12 months of contract execution ("Termination for Convenience"). Termination for Convenience shall be effective upon NEOGOV receipt of Customer's written notice to terminate for convenience and a credit for paid Payroll & Payroll Services products shall be issued.

If this Order Form is executed and/or returned to NEOGOV by the Customer after the Subscription Start Date stated in this Order Form, NEOGOV may adjust the Subscription Start Date and the corresponding Subscription End Date, without increasing the total fees, based on the date NEOGOV activates the subscription, provided the total length of the subscription term does not change. Following activation, any adjustments to such Subscription Start Date and Subscription End Date may be confirmed by reference to the invoice sent by NEOGOV.

Your signature below constitutes acceptance of terms herein and contractual commitment to purchase the items listed above.

Accepted and Agreed By Authorized Representative of:
Compton, City of (CA)

Signature: _____

Printed Name: _____

Title: _____

Date _____

GovernmentJobs.com, Inc. (D/B/A/ NEOED), on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360)

Signature: _____

Printed Name: _____

Title: _____

Date _____

THE INFORMATION AND PRICING CONTAINED IN THIS ORDER FORM IS STRICTLY CONFIDENTIAL.

SERVICES AGREEMENT

V011025

You agree that by placing an order through a NEOGOV standard ordering document such as an “Order Form”, “Service Order,” “Ordering Document,” “SOW” or other document mutually agreed by the parties detailing the services, pricing and subscription term (each, an “Order Form” for purposes of this Agreement), you agree to follow and be bound by the terms and conditions set forth herein. “Governmentjobs.com”, “NEOGOV”, “we”, and “our” means Governmentjobs.com, Inc. (D/B/A/ NEOGOV), for and on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, “NEOGOV” and, where applicable, its other affiliates; “Customer”, “you”, “your” means the NEOGOV client, customer, and/or the subscriber identified in the Order Form).

“Services Agreement” or the “Agreement” shall be used to collectively refer to this NEOGOV Services Agreement, documents incorporated herein including the applicable Order Form, each Addendum (as applicable), and Special Conditions (if any). “Addendum” means each Addendum set forth either as an Exhibit hereto or otherwise made available at <https://www.neogov.com/service-specifications> (the “NEOGOV Site”) and, as applicable, made a part of this Agreement. “Special Conditions” means individually negotiated variations, amendments and/or additions to this Service Agreement of which are either drafted, or incorporated by reference, into the Order Form.

1. Provision of Services. Subject to the terms of this Agreement NEOGOV hereby agrees to provide Customer with access to its SaaS Applications and Professional Services (each defined below) included or ordered by Customer in the applicable Order Form (collectively referred to as the “Services”). In addition, to the extent NEOGOV provides Customer with access to additional NEOGOV software in order to access Customer Data (as defined below) or otherwise enhance product implementation or functionality, Customer’s use of such software will be deemed to be part of the Services and the terms and conditions of this Agreement shall apply. Customer hereby acknowledges and agrees that NEOGOV’s provision and performance of, and Customer’s access to, the Services is dependent and conditioned upon Customer’s full performance of its duties, obligations and responsibilities hereunder. This Agreement entered into as of the earlier of: (i) date of your signature on an applicable Order Form; or (ii) use of the Services commences (the “Effective Date”). The Agreement supersedes any prior and contemporaneous discussions, agreements or representations and warranties.
2. SaaS Subscription.
 - a) Subscription Grant. “SaaS Applications” means each proprietary NEOGOV web-based software-as-a-service application that may be set forth on an Order Form and subsequently made available by NEOGOV to Customer, and associated components as described in any written service specifications made available to Customer by NEOGOV (the “Service Specifications”). Subject to and conditioned on Customer’s and its Authorized Users’ compliance with the terms and conditions of this Agreement, NEOGOV hereby grants to Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to (i) onboard, access and use, and to permit Authorized Users to onboard, access and use, the SaaS Applications specified in the Order Form solely for Customer’s internal, non-commercial purposes; (ii) generate, print, and download Customer Data as may result from any access to or use of the SaaS Applications; and (iii) train Authorized Users in uses of the SaaS Applications permitted hereunder (these rights shall collectively be referred to as the “SaaS Subscription”). “Authorized Users” means (1) Customer employees, agents, contractors, consultants (“Personnel”) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Services Agreement and (2) for whom access to the Services has been purchased hereunder. You shall not exceed the usage limits (if any) as detailed in the user tier in the applicable Order Form. You may not access the SaaS Applications if you are a direct competitor of NEOGOV or its affiliates. In addition, you may not access the SaaS Applications for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes. You shall be responsible for each Authorized User’s access to and use of the SaaS Applications and compliance with applicable terms and conditions of this Agreement.
 - b) Subscription Term. Unless otherwise specified in an applicable Order Form, SaaS Subscriptions shall commence on the Effective Date and remain in effect for twelve (12) consecutive months, unless terminated earlier in accordance with this Agreement (the “Initial Term”). Thereafter, SaaS Subscriptions shall automatically renew for successive twelve (12) month terms (each a “Renewal Term” and together with the Initial Term, collectively, the “Term”) unless a party delivers to the other party, at least thirty (30) days prior to the expiration of the Initial Term or the applicable Renewal Term, written notice of such party’s intention to not renew the SaaS Subscriptions, or unless terminated earlier in accordance with this Agreement. The Term for the Services is a continuous and non-divisible commitment for the full duration regardless of any invoice schedule. The purchase of any Service is separate from any other order for any other Service. Customer may purchase certain Services independently of other Services. Your obligation to pay for any Service is not contingent on performance of any other Service or delivery of any other Service.

3. Customer Responsibilities.
- a) Managing the Subscription. Customer may use the Service in a manner consistent with the terms of this Agreement. Customer will provide NEOGOV all information needed to process the Order Form to activate the subscription and provision the Service to the Customer.
 - b) Managing Authorized Users. Customer is responsible for managing the Authorized Users on its account on the Service.
 - i) Invitations and Permissions. Customer is responsible for determining which persons to invite to join the Customer's account on the Service and for all actions by Authorized Users on Customer's account on the Service. Customer is solely in control of the individual permissions on the Customer's account.
 - ii) Customer Obligations. Customer must: (A) obtain any rights, permissions, or consents that are necessary for the Authorized User's lawful use of Customer Data and the operation of the Service; (B) ensure that the transfer and processing of Customer Data under the Agreement is lawful; and (C) respond to and resolve any dispute with an Authorized User relating to or based on Customer Data, the Service, or Customer's failure to fulfill its obligations under the Agreement or applicable law. Customer will not, and will ensure its Authorized Users do not (a) make any of the Services available to anyone other than Authorized Users or use any Services for the benefit of anyone other than Customer and its Authorized Users, unless otherwise agreed in writing by the parties, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any of the Services, or include any of the Services in a service bureau or outsourcing offering, unless otherwise agreed in writing by the parties, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of the privacy rights, publicity rights, copyright rights, or other rights of any person or entity, (d) use the Services to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses, (e) interfere with or disrupt the integrity or performance of the Services (including, without limitation, activities such as security penetration tests, stress tests, and spamming activity), (f) attempt to gain unauthorized access to the Services or its related systems or networks, (g) disassemble, reverse engineer, or decompile the Services, or modify, copy, or create derivative works based on the Services or any part, feature, function or user interface thereof, (h) remove the copyright, trademark, or any other proprietary rights or notices included within NEOGOV Intellectual Property and on and in any documentation or training materials, or (i) use the Services in a manner which violates the terms of this Agreement, any Order Form or any applicable laws.
4. Professional Services. "Professional Services" shall mean professional services purchased by Customer as detailed in an applicable Order Form or NEOGOV Scope of Work (SOW) describing the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Professional Services include training, set-up, implementation, and best practices of and concerning the SaaS Applications. Professional Services are subject to the terms of the Professional Services Addendum made available on the NEOGOV Site and made a part hereof and may be subject to additional terms pursuant to an SOW and Service Specifications describing, if applicable, the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Order Forms or SOWs must be signed by Customer before NEOGOV shall commence work. If Customer executes a separate SOW, this Agreement and documents incorporated herein (including but not limited to the Professional Services Addendum) shall control in the event of a conflict with the terms of the SOW.
5. Payment Terms.
- a) Fees. Customer shall pay all Subscription, Onboarding and Set-Up fees ("Subscription Fees") and Professional Service fees ("Professional Service Fees", collectively the "Fees") as set forth in an Order Form within thirty (30) days of the date of NEOGOV's invoice. Fees shall be invoiced annually in advance and in a single invoice for each Term. Unless explicitly stated otherwise in an Order Form, all payments due under an Order Form are expressed in and shall be paid in U.S. dollars. Invoices shall be delivered to the stated "Bill To" party on the Order Form. Unless explicitly provided otherwise, once placed the Order Form is non-cancellable and sums paid nonrefundable. Any invoiced amount that is not received by NEOGOV when due as set forth in an Order Form will be subject to a late payment fee of 1.5% per month or the maximum rate permitted by law, whichever is lower. If any amount owing by Customer is more than 30 days overdue, NEOGOV may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full. If Subscription Fees are based upon the Authorized User or employee count as may be specified in an Order Form, Customer shall owe NEOGOV supplemental Subscription Fees to the extent Customer exceeds the number of Authorized Users or employees set forth in the Order Form. Except as otherwise specifically stated in the Order Form, NEOGOV may change the charges for the Services with effect from the start of each Renewal Term by providing Customer with new pricing at least thirty (30) day notice prior to commencement of a Renewal Term. The new pricing shall be deemed to be effective if Customer (a) returns an executed Order Form to NEOGOV, (b) remits payment to NEOGOV of the fees set forth in the invoice referencing the new pricing, or (c) the Customer or any of its Authorized Users access or use the Services after the expiration of the previous Term.

- b) Taxes. Customer will pay all taxes, duties and levies imposed by all federal, state, and local authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, except those taxes imposed or based on NEOGOV's net income or those exempt by applicable state law. Customer shall provide NEOGOV with a certificate or other evidence of such exemption within ten (10) days after the Effective Date of this Agreement and thereafter upon NEOGOV's request therefor.
 - c) Purchase Orders. Any reference to a purchase order in an Order Form or any associated invoice is solely for Customer's convenience in record keeping, and no such reference or any delivery of services to Customer following receipt of any purchase order shall be deemed an acknowledgement of or an agreement to any terms or conditions referenced or included in any such purchase order. If a purchase order is delivered by Customer in connection with the purchase of Services, none of the terms and conditions contained in such purchase order shall have any effect or modify or supersede the terms and conditions of this Agreement. NEOGOV's failure to object to terms contained in any such purchase order shall not be a waiver of the terms set forth in this provision or in this Agreement.
6. Term and Termination.
- a) Term. This Agreement shall commence on the Effective Date and shall remain in effect until all SaaS Subscriptions have expired and/or both parties have achieved full performance of Professional Services, unless it is terminated earlier in accordance with this Agreement.
 - b) Termination for Cause; Effect of Termination. Either Party may terminate this Agreement immediately if the other is in material breach of this Agreement and such breach is not cured within thirty (30) days following non-breaching party's written specification of the breach. NEOGOV may suspend the Services or terminate this Agreement immediately in the event the Services or Customer's use of the Services provided hereunder pose a security risk to the Services, NEOGOV or any third party, or become illegal or contrary to any applicable law, rule, regulation, or public policy. Upon expiration or any termination of this Agreement, Customer shall cease all use and refrain from all further use of the Services and other NEOGOV Intellectual Property. Additionally, Customer shall be obligated to pay, as of the effective date of such expiration or termination, all amounts due and unpaid to NEOGOV under this Agreement. Unless otherwise specified, following 90 days after expiration or termination of the Agreement NEOGOV may remove Customer Data from NEOGOV Services and without Customer consent or notice.
7. Audit Rights. Upon reasonable notice, NEOGOV or its agent shall have the right to audit Customer's records relating to its compliance with this Agreement. Customer shall cooperate fully with this audit. If any audit conducted under this Section indicates that any amount due to NEOGOV was underpaid, Customer shall within three (3) business days pay to NEOGOV the amount due. All expenses associated with any such audit shall be paid by NEOGOV unless the audit reveals underpayment in excess of five percent (5%), in which case Customer shall pay such expenses as well as any amount due to NEOGOV.
8. Maintenance; Modifications; Support Services.
- a) Maintenance, Updates, Upgrades. NEOGOV maintains NEOGOV's hardware and software infrastructure for the Services and is responsible for maintaining the NEOGOV server operation and NEOGOV database security. NEOGOV may in its sole discretion, periodically modify, Update, and Upgrade the features, components, and functionality of the Services during the Term. "Update" means any update, bug fix, patch or correction of the Services or underlying NEOGOV software that NEOGOV makes generally available to its customers of the same module, excluding Upgrades. Updates are automatic and available upon Customer's next login to the Services following an Update at no additional cost to Customer. "Upgrade" means any update of the Services or underlying NEOGOV software such as platform updates, and major product enhancements and/or new features that NEOGOV makes commercially available. NEOGOV shall have no obligation to provide Upgrades to customers and retains the right to offer Upgrades free of cost or on a per customer basis at additional cost. NEOGOV shall have no liability for, or any obligations to, investments in, or modifications to Customer's hardware, systems or other software which may be necessary to use or access the Services due to a modification, Update, or Upgrade of the Services.
 - b) Program Documentation; Training Materials. "Program Documentation" shall mean all user guides, training, and implementation material, and Service descriptions provided by NEOGOV to Customer in connection with the Services. NEOGOV hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use, print, and distribute internally via non-public platforms, the Program Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services. Primary training of NEOGOV Services is conducted by self-review of online materials. NEOGOV's pre-built, online training consists of a series of tutorials to introduce the standard features and functions (the "Training Materials"). The Training Materials may be used as reference material by Customer Personnel conducting day-to-day activities.

- c) Implementation. For Services requiring implementation, NEOGOV implementation supplements the Training Materials and is conducted off-site unless otherwise agreed in the Order Form. For an additional fee as detailed on an applicable Order Form, NEOGOV personnel will provide consultation on best practices for setting up the Services, answer Customer questions during the implementation period, and use commercially reasonable efforts to ensure Authorized User Admins grasp the system. The length of the implementation time is dependent on the type of Service and the Customer's responsiveness. NEOGOV is not responsible or liable for any delay or failure to perform implementation caused in whole or in part by Customer's delay in performing its obligations hereunder and, in the event of any such delay, NEOGOV may, in its sole discretion, extend all performance dates as NEOGOV deems reasonably necessary.
- d) Support. Phone support for the Services is available to Customer Monday through Friday, excluding NEOGOV holidays. Customer may submit a request for online support for the Services 24 hours a day, seven days a week, and the NEOGOV support desk will acknowledge receipt of the request within a reasonable time. The length of time for a resolution of any problem is dependent on the type of case.
- e) Limitations. Unless otherwise specified in the Order Form, this Agreement does not obligate NEOGOV to render any maintenance or support services that are not expressly provided herein, including, but not limited to data uploads, manual data entry, migration services, data conversion, refinement, purification, reformatting, SQL dump, or process consultation.

9. NEOGOV Intellectual Property Rights.

- a) NEOGOV shall exclusively own all right, title and interest in and to all pre-existing and future intellectual property developed or delivered by NEOGOV including all Services, products, systems, software (including any source code or object code) or Service Specifications related thereto, Updates or Upgrades, trademarks, service marks, logos and other distinctive brand features of NEOGOV and all proprietary rights embodied therein (collectively, the "NEOGOV Intellectual Property"). This Agreement does not convey or transfer title or ownership of the NEOGOV Intellectual Property to Customer or any of its users. All rights not expressly granted herein are reserved by NEOGOV. Other than recommendation use or as required by law, all use of NEOGOV trademarks must be pre-approved by NEOGOV prior to use. Trademarks shall include any word, name, symbol, color, designation or device, or any combination thereof that functions as a source identifier, including any trademark, trade dress, service mark, trade name, logo, design mark, or domain name, whether or not registered.
- b) Customer may, but is not obligated to, provide NEOGOV with suggestions, ideas, enhancement requests, or other feedback ("Feedback"). If Customer provides any such Feedback to NEOGOV, Customer hereby grants NEOGOV a nonexclusive, perpetual, irrevocable, royalty-free license to use all Feedback for any purpose. Feedback is provided to NEOGOV on an "as-is" basis without warranties of any kind.

10. Data Processing and Privacy.

- a) Customer Data. "Customer Data" shall mean all data that is owned or developed by Customer, whether provided to NEOGOV by Customer or provided by a third party to NEOGOV in connection with NEOGOV's provision of Services to Customer, including Personnel data collected, loaded into, or located in Customer data files maintained by NEOGOV. NEOGOV Intellectual Property, including but not limited to the Services and all derivative works thereof, NEOGOV Confidential Information, and Platform Data do not fall within the meaning of the term "Customer Data". Customer exclusively owns all right, title, and interest in and to all Customer Data. Customer grants NEOGOV a license to host, use, process, display, create non-personal derivative works of, and transmit Customer Data to provide the Services. NEOGOV reserves the right to delete or disable Customer Data stored, transmitted or published by Customer using the Services upon receipt of a bona fide notification that such content infringes upon the intellectual property rights of others, or if NEOGOV otherwise reasonably believes any such content is in violation of this Agreement.
- b) Platform Data. "Platform Data" shall mean any anonymized data reflecting the access to or use of the Services by or on behalf of Customer or any user, including statistical or other analysis and performance information related to the provision and operation of the Services including any end user visit, session, impression, clickthrough or click stream data, as well as log, device, transaction data, or other analysis, information, or data based on or derived from any of the foregoing. NEOGOV shall exclusively own all right, title and interest in and to all Platform Data. Customer acknowledges NEOGOV may compile Platform Data based on Customer Data input into the Services. Customer agrees that NEOGOV may use Platform Data to the extent and in the manner permitted under applicable law. Such anonymized data neither identifies Customer or its users, nor can Customer or any its users can be derived from such data.

- c) Data Processing Agreement. The parties agree that the terms of the NEOGOV Data Processing Addendum (“DPA”) made available on the NEOGOV Site is hereby incorporated herein by reference and made part of this Agreement and governs NEOGOV’s processing of Personal Data.
 - d) Data Responsibilities.
 - i) NEOGOV will maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Customer Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data by NEOGOV personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by applicable law, or (c) as Customer expressly permits in writing. Customer acknowledges and agrees that it is commercially reasonable for NEOGOV to rely upon the security processes and measures utilized by NEOGOV’s cloud infrastructure providers.
 - ii) Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data, including but not limited to compliance with applicable laws. NEOGOV will have no responsibility or liability for the accuracy of the Customer Data prior to receipt of such data into the Services. Without limiting the foregoing, Customer shall be solely responsible for and shall comply with all applicable laws and regulations relating to (a) the accuracy and completeness of all information input, submitted, or uploaded to the Services, (b) the privacy of users of the Services, including, without limitation, providing appropriate notices to and obtaining appropriate consents from any individuals to whom Customer Data relates; and (c) the collection, use, modification, alteration, extraction, retention, copying, external storage, disclosure, transfer, disposal, and other processing of any Customer Data. NEOGOV is not responsible for lost data caused by the action or inaction of Customer or Authorized Users. Unless otherwise mutually agreed in writing, Customer shall not maintain any financial, health, payment card, or similarly sensitive data that imposes specific data security or data protection obligations within the Services. Customer shall provide and institute all appropriate tools and procedures required to ensure the security of its own information system and, more specifically, to prevent, detect and destroy the occurrence of any viruses.
 - e) Breach Notice. NEOGOV will notify Customer of unauthorized access to, or unauthorized use, loss or disclosure of Customer Data within its custody and control (a “Security Breach”) within 72 hours of NEOGOV’s confirmation of the nature and extent of the same or when required by applicable law, whichever is earlier. Each party will reasonably cooperate with the other with respect to the investigation and resolution of any Security Breach. If applicable law or Customer’s policies require notification of its Authorized Users or others of the Security Breach, Customer shall be responsible for such notification.
 - f) Data Export, Retention and Destruction. Customer may export or delete Customer Data from the Services at any time during a Subscription Term, using the existing features and functionality of the Services. Customer is solely responsible for its data retention obligations with respect to Customer Data. If and to the extent Customer cannot export or delete Customer Data stored on NEOGOV’s systems using the then existing features and functionality of the Services, NEOGOV will, upon Customer’s written request, make the Customer Data available for export by Customer or destroy the Customer Data. If Customer requires the Customer Data to be exported in a different format than provided by NEOGOV, such additional services will be subject to a separate agreement on a time and materials basis. Except as otherwise required by applicable law, NEOGOV will have no obligation to maintain or provide any Customer Data more than ninety (90) days after the expiration or termination of this Agreement. Customer acknowledges that it is solely responsible for determining any retention requirements with respect to the Customer Data as required by applicable law and NEOGOV disclaims all liability in connection with such determination. In addition, to the extent Customer requests that NEOGOV retain Customer Data beyond the expiration of the retention period required by applicable law, rule or regulation, NEOGOV disclaims all liability in connection with retaining such Customer Data including but not limited to any claims related to loss or destruction of such Customer Data.
11. Third Party Services. The Services may permit Customer and its Authorized Users to access services or content provided by third parties through the Services (“Third Party Services”). Customer agrees that NEOGOV is not the original source and shall not be liable for any inaccuracies contained in any content provided in any of the Third Party Services. NEOGOV makes no representations, warranties or guarantees with respect to the Third Party Services or any content contained therein. NEOGOV may discontinue access to any Third Party Services through the Services if the relevant agreement with the applicable third party no longer permits NEOGOV to provide such access. If loss of access to any Third Party Services (to which Customer has a subscription under this Agreement) occurs during a Subscription Term, NEOGOV will refund to Customer any prepaid fees for such Third Party Services covering the remainder of the Subscription Term.
12. Nondisclosure.

- a) **Definition of Confidential Information.** “Confidential Information” means all information disclosed by a party (“Disclosing Party”) to the other party (“Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer's Confidential Information includes its Customer Data. NEOGOV Confidential Information includes the NEOGOV Intellectual Property and the Services. The Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.
- b) **Obligations.** The Receiving Party will: (i) use the same degree of care it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care); (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not less protective of the Confidential Information than those herein.
- c) **Exceptions.** The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.
- d) **Equitable Relief.** The parties recognize and agree there may be no adequate remedy at law for breach of the provisions of the confidentiality obligations set forth in this Section 12, that such a breach may irreparably harm the Disclosing Party and the Disclosing Party is entitled to seek equitable relief (including, without limitation, an injunction) with respect to any such breach or potential breach in addition to any other remedies available to it at law or in equity.

13. **Representations, Warranties, and Disclaimers.**

- a) **Mutual Representations.** Each party represents and warrants to the other party that (i) it has full power and authority under all relevant laws and regulations and is duly authorized to enter into this Agreement; and (ii) to its knowledge, the execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.
- b) **Additional Customer Representations and Warranties.** Customer hereby represents and warrants to NEOGOV that: (1) Customer and Authorized Users have all necessary rights and authority to upload Customer Data to the Service without violating any third party's proprietary or privacy rights, including intellectual property rights; (2) Customer Data does not contain any viruses, worms, Trojan horses, or other harmful or destructive code or content; and (3) Customer will use the Service in compliance with all laws, rules, regulations, and this Agreement.
- c) **Service Performance Warranty.** NEOGOV warrants that it provides the Services using a commercially reasonable level of care and skill and in a professional manner in accordance with generally recognized industry standards for similar services.
- d) **No Other Warranty.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS WARRANTY SECTION, THE SERVICES AND ANY OTHER INFORMATION ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY ERROR WILL BE CORRECTED.
- e) **Disclaimer of Actions Caused by and/or Under the Control of Third Parties.** NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE

INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS OR WITH RESPECT TO ANY THIRD PARTY SERVICES.

- f) No Medical Advice. Through certain Services, NEOGOV may make certain telehealth related information available to Customer and/or facilitate user access to telemedicine, expert medical services, and/or emergency medical services. NEOGOV is independent from healthcare providers who provide telemedicine services and is not responsible for such healthcare providers' acts, omissions or for any content or communications made by them. The Services do not provide medical advice and do not create a healthcare provider/patient relationship between Customer and NEOGOV or otherwise. Any Services, or content accessed from the Services, are for informational purposes only and do not constitute medical advice. Customer should seek professional medical advice, diagnosis, and/or treatment for any and all medical conditions, whether as a result of using Services or otherwise. NEOGOV IS NOT RESPONSIBLE OR LIABLE FOR ANY ADVICE, COURSE OF TREATMENT, DIAGNOSIS OR ANY OTHER TREATMENT OR INFORMATION THAT CUSTOMER OR ITS USERS MAY OBTAIN THROUGH THE USE OF THE SERVICES.

14. Indemnification.

- a) Customer Indemnity. To the extent permitted by applicable law, Customer will defend and indemnify NEOGOV from and against any claim, demand, suit or proceeding made or brought against NEOGOV (i) by a third party alleging that any Customer Data infringes or misappropriates such third party's intellectual property rights, (ii) in connection with Customer's violation of any applicable laws, or (iii) any claim or allegation by any third party resulting from or related to Customer's or any of its Authorized User's breach of Section 3 of this Agreement.
- b) NEOGOV Indemnity. Subject to subsections 14(b)(i) through 14(b)(iii) and 14(c) of this Section, if a third party makes a claim against Customer that any NEOGOV intellectual property furnished by NEOGOV and used by Customer infringes a third party's intellectual property rights, NEOGOV will defend the Customer against the claim and indemnify the Customer from the damages and liabilities awarded by the court to the third-party claiming infringement or the settlement agreed to by NEOGOV.
 - i) Alternative Resolution. If NEOGOV believes or it is determined that any of the Services may have violated a third party's intellectual property rights, NEOGOV may choose to either modify the Services to be non-infringing or obtain a license to allow for continued use. If these alternatives are not commercially reasonable, NEOGOV may end the subscription or license for the Services and refund a pro-rata portion of any fees covering the whole months that would have remained, absent such early termination, following the effective date of such early termination.
 - ii) No Duty to Indemnify. NEOGOV will not indemnify Customer if Customer alters the Service or Service Specifications, or uses it outside the scope of use or if Customer uses a version of the Service or Service Specifications which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Services or Service Specifications which was provided to Customer, or if the Customer continues to use the infringing material after the subscription expires. NEOGOV will not indemnify the Customer to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by NEOGOV. NEOGOV will not indemnify Customer for any portion of an infringement claim that is based upon the combination of Service or Service Specifications with any products or services not provided by NEOGOV. NEOGOV will not indemnify Customer for infringement caused by Customer's actions against any third party if the Services as delivered to Customer and used in accordance with the terms of the Agreement would not otherwise infringe any third-party intellectual property rights.
 - iii) Exclusive Remedy. This Section provides the exclusive remedy for any intellectual property infringement claims or damages against NEOGOV.
- c) Indemnification Procedures. In order to receive the indemnities described hereunder, the indemnified party must: (i) promptly notify the indemnifying party, in writing, of any claim; (ii) cooperate reasonably with indemnifying party, at the indemnifying party's expense, in the defense and/or settlement thereof; and (iii) allow the indemnifying party to control the defense and/or settlement thereof except that the indemnifying party may not, without the indemnified party's prior written consent, enter into any settlement that does not unconditionally release the indemnified party from liability. The indemnified party shall have the right to participate in any defense of a claim and/or to be represented by counsel of

its own choosing at its own expense, provided that ultimate control of such defense shall remain solely with the indemnifying party.

15. Limitations of Liability.

- a) EXCLUSION OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, INCLUDING FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES; (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (d) COST OF REPLACEMENT GOODS OR SERVICES; (e) LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY OR PROFIT, OR LOSS OF REPUTATION; OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
 - b) CAP ON MONETARY LIABILITY. EXCEPT FOR DAMAGES ARISING OUT OF LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED, OR CUSTOMER'S OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY FOR ANY AND ALL CLAIMS AGAINST THE OTHER PARTY UNDER THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY NEOGOV FROM CUSTOMER IN CONNECTION WITH THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE DATE OF THE FIRST EVENT INITIALLY GIVING RISE TO SUCH LIABILITY. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT.
16. Reimbursement of Costs in Third Party Litigation. With respect to any litigation or other court proceeding involving Customer and a third party, if any subpoena or other legally binding request related to such litigation or court proceeding is served to NEOGOV requesting copies of documents maintained by NEOGOV or otherwise requesting NEOGOV to appear as a witness in any capacity or provide testimony with respect to Customer's documentation, Customer shall reimburse NEOGOV for its out-of-pocket costs associated with compliance with such request, including but not limited to NEOGOV's reasonable attorneys' fees.
17. EOL Products. NEOGOV may, in its discretion, at certain times elect to discontinue development, distribution and/or support of any Service or any elements or versions of any Service, and thereby designate such Service or elements or versions as end of life ("EOL"). In the event that NEOGOV elects to announce EOL for any Service, NEOGOV will provide six (6) months prior notice. Customer will have a period of six (6) months after receipt of such notice to upgrade to the last commercially available (non-EOL) version of the Service, if applicable, or otherwise following the expiration of such six (6) month period, the Service shall be deemed terminated without penalty and a pro rata refund shall be provided to Customer for the remaining term of the Service. During the 6-month notice period, Customer may continue exercising all of the rights set forth in this Agreement with respect to such EOL Service.
18. Text Message Communications. NEOGOV may offer Personnel the opportunity to receive text messages regarding job application or hiring process reminders, applicant status updates, or other human resource related notices. Since these text message services depend on the functionality of third-party providers, there may be technical delays on the part of those providers. NEOGOV may make commercially reasonable efforts to provide alerts in a timely manner with accurate information, but cannot guarantee the delivery, timeliness, or accuracy of the content of any alert. NEOGOV shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert. NEOGOV cannot vouch for the technical capabilities of any third parties to receive such text messages. To the extent you utilize text messaging features, NEOGOV shall not be responsible for your use of such features, and you shall indemnify NEOGOV with respect to any damages resulting from your use including but not limited any violations of applicable law. NEOGOV MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO: (a) THE AVAILABILITY OF TELECOMMUNICATION SERVICES; (b) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (c) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS, OR SETTINGS CONNECTED WITH THE SERVICES.

19. Publicity. Unless otherwise provided in the applicable Order Form, NEOGOV may identify Customer as one of its customers and use Customer's logo for such purposes, subject to any trademark usage requirements specified by Customer.
20. Force Majeure. Except for Customer's payment obligations to NEOGOV, neither party shall be liable for any damages, costs, expenses or other consequences incurred by the other party or by any other person or entity for any act, circumstance, event, impediment or occurrence beyond such party's reasonable control, including, without limitation: (a) acts of God; (b) changes in or in the interpretation of any law, rule, regulation or ordinance; (c) strikes, lockouts or other labor problems; (d) transportation delays; (e) unavailability of supplies or materials; (f) fire or explosion; (g) riot, pandemic, military action or usurped power; (h) actions or failures to act on the part of a governmental authority; (i) internet service interruptions or slowdowns, vandalism or cyber-attacks, or (j) any other cause beyond the reasonable control of such party.
21. Independent Contractor; No Third Party Beneficiary; Fulfillment Partners. The relationship of the parties shall be deemed to be that of an independent contractor and nothing contained herein shall be deemed to constitute a partnership between or a joint venture by the parties hereto or constitute either party the employee or agent of the other. Customer acknowledges that nothing in this Agreement gives Customer the right to bind or commit NEOGOV to any agreements with any third parties. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not. NEOGOV may designate any third-party affiliate, or other agent or subcontractor (each a "Fulfillment Partner"), without notice to, or the consent of, Customer, to perform such tasks and functions to complete any Services.
22. Entire Agreement; Amendment; Addendum. This Services Agreement, the Exhibits hereto, each Addendum (as may be applicable pursuant to the terms therein) and documents incorporated herein, the applicable Order Form, and Special Conditions (if any) constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral and written statements of any kind whatsoever made by the parties with respect to such subject matter. It is expressly agreed that the terms of this Agreement and any NEOGOV Order Form shall supersede the terms in any non-NEOGOV purchase order or other ordering document. Notwithstanding the foregoing, any conflict of terms shall be resolved by giving priority in accordance with the following order: 1) Special Conditions (if any), 2) NEOGOV Order Form, 3) the NEOGOV Services Agreement, and 4) incorporated documents (including the Exhibits and each applicable Addendum). This Agreement supersedes the terms and conditions of any clickthrough agreement associated with the Services. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the parties to be bound. If you are subscribing for the HRIS, Vetted, or PowerEngage Platform, you hereby specifically agree to the terms of the applicable Addendum set forth on the NEOGOV Site. In addition, certain Services may disclose the use of artificial intelligence, in which case, Customer hereby agrees to the terms of the AI Addendum set forth on the NEOGOV Site.
23. General.
- a) Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of California, without giving effect to conflict of law rules. Any legal action or proceeding relating to this Agreement shall be instituted only in any state or federal court in Los Angeles, California.
 - b) Severability. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect. Provisions that survive termination or expiration are those relating to, without limitation, accrued rights to payment, acknowledgements and reservations of proprietary rights, confidentiality obligations, warranty disclaimers, and limitations of liability, and others which by their nature are intended to survive.
 - c) Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one (1) business day following delivery by recognized overnight courier or electronic mail, or three (3) business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested. All such communications shall be sent to (i) Customer at the address set forth in the Order Form and (ii) NEOGOV at the address specified in the applicable Order Form.
 - d) Waiver. The waiver, express or implied, by either party of any breach of this Agreement by the other party will not waive any subsequent breach by such party of the same or a different kind. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument.
 - e) Electronic Delivery. Delivery of a copy of this Agreement or an Order Form bearing an original signature by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.

- f) Assignment. Customer may not assign this Agreement without the express written approval of NEOGOV. Any attempt at assignment in violation of this Section shall be null and void.
- g) Construction. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, addendum, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.
- h) Subcontractors. For purposes of this Agreement, including any subsequent documentation requested by Customer pursuant to this Agreement, the term "subcontractors" shall exclude subcontractors (i) who perform routine software development and maintenance services which are not specific to the Customer, (ii) subcontractors who will not have any access to Customer Data, and (iii) subcontractors who have access to Customer Data solely within NEOGOV's or Customer's systems.

Exhibit A
Government Customer Addendum

If Customer is a Government Customer, the following Government Customer Addendum (“Government Addendum”) forms part of the Services Agreement, and in the case of any conflict or inconsistency between the terms and provisions of this Addendum and any other provision of the Services Agreement, the terms of this Government Addendum shall control. For purposes hereof, a “Government Customer” means a Customer which is a (a) U.S. Federal agency, (b) state government, agency, department, or political subdivision (including a city, county or municipal corporation), or (c) instrumentality of any of the foregoing (including a municipal hospital or municipal hospital district, police or fire department, public library, park district, state college or university, Indian tribal economic development organization, or port authority).

1. **Applicability.** The provisions of this Addendum shall apply only if Customer is a Government Customer under the Services Agreement.
2. **Termination for Non-Appropriation of Funds on Multi-Year Deals.** Customer represents that it has received sufficient appropriation of funds by the applicable legislature (or other appropriate governmental body) (“Governmental Appropriation”) for the first year of the term of any Order Form executed by Customer (the “First Year” and all such years following the First Year which are included in the term of an Order Form, the “Future Years”). If Customer is subject to federal, state or local law which makes Customer’s financial obligations under this Services Agreement contingent upon Governmental Appropriation, and if such funds are not forthcoming or are insufficient due to failure of such Governmental Appropriation, then Customer will have the right to terminate the then remaining portion of any Future Years under the Services Agreement at no additional cost and with no penalty by giving prior written notice documenting the lack of funding. Customer will provide at least thirty (30) days advance written notice of such termination. Customer will use reasonable efforts to ensure appropriated funds are available. It is expressly agreed that Customer shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its fiscal operations. If Customer terminates the Services Agreement under this Section 2, Customer agrees not to replace the Services with functionally similar products or services for a period of one year after the termination of the Services Agreement.
3. **Indemnification.** If Customer is prohibited by federal, state or local law from agreeing to hold harmless or indemnify third parties, Section 14(a) and the indemnification provision included in Section 18 of the Services Agreement shall not apply to Customer, to the extent disallowed by applicable law.
4. **Open Records.** If the Customer is subject to federal or state public records laws, including laws styled as open records, freedom of information, or sunshine laws (“Open Records Laws”) the confidentiality requirements of Section 12 of the Services Agreement apply only to the extent permitted by Open Records Laws applicable to the Customer. This Section is not intended to be a waiver of any of the provisions of the applicable Open Records Laws, including, without limitation, the requirement for the Customer to provide notice and opportunity for NEOGOV to assert an exception to disclosure requirements in accordance with the applicable Open Records laws.
5. **Cooperative Purchasing.** As permitted by law, it is understood and agreed by Customer and NEOGOV that any (i) federal, state, local, tribal, or other municipal government (including all administrative agencies, departments, and offices thereof); (ii) any business enterprise in which a federal, state, local, tribal or other municipal entity has a full, majority, or other controlling interest; and/or (iii) any public school (including without limitation K-12 schools, colleges, universities, and vocational schools) (collectively referred to as the “New Entity”) may purchase the Services specified herein in accordance with the terms and conditions of this Agreement. It is also understood and agreed that each New Entity will establish its own contract with NEOGOV, be invoiced therefrom and make its own payments to NEOGOV in accordance with the terms of the contract established between the New Entity and NEOGOV. With respect to any purchases by a New Entity pursuant to this Section, Customer: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of NEOGOV, or such New Entity; (ii) shall not be obligated, liable or responsible for any order made by New Entities or any employee thereof under the agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable or responsible for any failure by any New Entity to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the agreement. Termination of this Agreement shall in no way limit NEOGOV from soliciting, entering into, or continuing a contractual relationship with any New Entity. Any New Entity who purchases Services under this Section hereby represents that it has the authority to use this Services Agreement for the purchase and that the use of the Services Agreement for the purchase is not prohibited by law or procurement regulations applicable to the New Entity.

Exhibit B
Integration Terms Addendum

NEOGOV offers integrations and platform APIs for integrations to third party systems (“Integration Services”). Customer may use only those Integration Services purchased or subscribed to as listed within the NEOGOV Order Form. The following terms (the “Integration Terms Addendum”) shall apply to the extent that Customer utilizes a system integration between the Services and either: (a) an affiliated integrated service, including those found at <https://api.neogov.com/connect/marketplace.html> (“Affiliated API”) or to the extent that Customer utilizes a system integration between the Services and an unaffiliated third-party service (“Customer Application”) integrated using NEOGOV’s open API (“Open API”). Integration Services are not available for HRIS Services and this Exhibit B shall not apply to HRIS Services.

1. **Provision of Integrations.** Subject to and conditioned on compliance with all terms and conditions set forth in this Agreement, NEOGOV hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the applicable Term to use and/or access the Affiliated API as described in this Agreement, or the Open API for communication between Customer’s human resource related third application(s) that will interoperate with NEOGOV Services (collectively these uses shall be referred to as the “API” or “Integration”). Customer acknowledges there are no implied licenses granted under this Agreement. NEOGOV reserves all rights that are not expressly granted. Customer may not use the API for any other purpose without our prior written consent. Customer may not share the API with any third party, must keep the API and all log-in information secure, and must use the API key as Customer sole means of accessing the API.
2. **Integration Intellectual Property.** All right, title, and interest in the API and any and all information, data, documents, materials, inventions, technologies, know-how, descriptions, requirements, plans, reports, works, intellectual property, software, hardware, systems, methods, processes, and inventions, customizations, enhancements, improvements and other modifications based on or derived from the API are and will remain, as appropriate, with NEOGOV. All right, title, and interest in and to the third-party materials, including all intellectual property rights therein, are and will remain with their respective third-party rights holders subject to the terms and conditions of the applicable third-party license agreements. Customer has no right or license with respect to any third-party materials except as expressly licensed under such third-party license agreements.
3. **Integration Terms of Use.** Except as expressly authorized under this Agreement, you may not remove any proprietary notices from the API; use the API in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; combine or integrate the API with any software, technology, services, or materials not authorized by NEOGOV; design or permit Customer Application(s) to disable, override, or otherwise interfere with any NEOGOV-implemented communications to end users, consent screens, user settings, alerts, warning, or the like; use the API in any of Customer Application(s) to replicate or attempt to replace the user experience of the Services; or attempt to cloak or conceal Customer identity or the identity of Customer Application(s) when requesting authorization to use the API.
4. **Customer Integration Responsibilities.** Customer, Customer developed web or other software services or applications, and Customer third-party vendors that integrate with the API (collectively the “Customer Applications”), shall comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be posted on <https://api.neogov.com/connect/index.html> from time to time. In addition, Customer will not use the API in connection with or to promote any products, services, or materials that constitute, promote, or are used primarily for the purpose of dealing in spyware, adware, or other malicious programs or code, counterfeit goods, items subject to U.S. embargo, unsolicited mass distribution of email (“spam”), multi-level marketing proposals, hate materials, hacking, surveillance, interception, or descrambling equipment, libelous, defamatory, obscene, pornographic, abusive, or otherwise offensive content, stolen products, and items used for theft, hazardous materials, or any illegal activities.
5. **Cooperation.** If applicable, Customer shall timely provide such cooperation, assistance, and information as NEOGOV reasonably requests to enable the API. NEOGOV is not responsible or liable for any late delivery or delay or failure of performance caused in whole or in part by Customer’s delay in performing, or failure to perform, any of its obligations under this Agreement. NEOGOV will provide Customer maintenance and support services for API issues arising from the information technology designed, developed, and under then current control of NEOGOV. NEOGOV shall have no obligation to provide maintenance or support for issues arising from the inaction or action of Customer or third parties of which are outside NEOGOV control.
6. **Provision of Open API.** In the event license fees or other payments are not due in exchange for the right to use and access the Open API, you acknowledge and agree that this arrangement is made in consideration of the mutual covenants set forth

in this Agreement, including, without limitation, the disclaimers, exclusions, and limitations of liability set forth herein. Notwithstanding the foregoing, NEOGOV reserves the right to charge for access with effect from the start of each Renewal Term by giving Customer at least ninety (90) day notice prior to commencement of a Renewal Term.

7. API Key. In order to use and access the Open API, you must obtain an Open API key through the registration process. Customer agrees to monitor Customer Applications for any activity that violates applicable laws, rules and regulation, or any terms and conditions of this Agreement, including any fraudulent, inappropriate, or potentially harmful behavior. This Agreement does not entitle Customer to any support for the Open API. You acknowledge that NEOGOV may update or modify the Open API from time to time and at our sole discretion and may require you to obtain and use the most recent version(s). You are required to make any such changes to Customer Applications that are required for integration as a result of such Update at Customer sole cost and expense. Updates may adversely affect how Customer Applications communicate with the Services.
8. Efficient Processing. You must use efficient programming, which will not cause an overwhelming number of requests to be made in too short a period of time, as-determined solely by NEOGOV. If this occurs, NEOGOV reserves the right to throttle your API connections, or suspend or terminate your access to the Open API. NEOGOV shall use reasonable efforts to provide Customer notice and reasonable time to cure prior to taking such actions.
9. Open API Limitations. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL NEOGOV BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE OPEN API; OR ANY DAMAGES, IN THE AGGREGATE, IN EXCESS OF FIFTY DOLLARS, EVEN IF NEOGOV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE OR NEOGOV WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM.
10. Open API Termination. Notwithstanding the additional Termination rights herein, NEOGOV may immediately terminate or suspend Customer access to Open APIs in our sole discretion at any time and for any reason, with or without notice or cause. In addition, your Open API subscription will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.

HRIS Addendum

The following terms govern the use of the HRIS Services (the “HRIS Addendum”) as they relate to specific HRIS Services ordered by Customer in an Order Form. “HRIS Services” refers to the following SaaS Applications or any Add-Ons (defined below) or Professional Services related to such SaaS Applications: NEOGOV Core HR, NEOGOV Payroll, and NEOGOV Time and Attendance. If any provision within the HRIS Addendum directly conflicts with any other provision of the Services Agreement, the terms of this Addendum shall control.

Implementation; Add-Ons; and Configuration Limitation. Implementation of HRIS Services as detailed in the standard statement of work (“SOW”) and the mutually agreed-upon scope document (“Scope”) will proceed in accordance with the estimated implementation schedule provided by NEOGOV and as further detailed in the SOW and Scope. Implementation services not included in the SOW and Scope may be subject to additional fees. Customer acknowledges that the timeline for the implementation schedule is an estimate only and dependent on a number of variables, including but not limited to Customer’s responsiveness to NEOGOV’s requests during the implementation process and Customer’s obligation to fill out the “Implementation Workbook” to facilitate the implementation process. In the event that Customer does not order the full suite of HRIS services offered, NEOGOV may be required to generate custom feeds for Customer for an additional fee. During implementation, Customer may elect optional add-on services that supplement the SaaS Applications (the “Add-Ons”). After completion of implementation, any subsequent changes Customer requests to the configuration of the HRIS Services will be at cost.

NEOGOV will have no responsibility for nor any duty to review, verify, correct or otherwise perform any investigation as to the completeness, accuracy or sufficiency of any data or information input into the HRIS system by or on behalf of the Customer. Customer is solely responsible for ensuring that all data entered into and stored in the HRIS system is accurate and complete, and for correcting any errors or discrepancies in such data.

CORE HR and Benefits – Additional Terms

The following terms shall apply to the extent that Customer orders the NEOGOV Core HR, and HRIS Services involving benefits administration (the “Benefits Module”):

1. **Benefits Module Representative.** Customer shall designate one or more persons who shall serve as NEOGOV’s designated contact for the Benefits Module (the “Benefits Representative”). Customer represents and warrants to NEOGOV that the Benefits Representative has, and shall at all times have, the requisite authority to transmit information, directions and instructions on behalf of Customer, each “plan administrator” defined in Section 3(16)(A) of the ERISA and Section 414(g) of the Code and, if applicable, each “fiduciary” (as defined in Section 3(21) of ERISA) of each separate employee benefit plan covered by the Benefits Module (each, a “Benefit Plan”). The Benefits Representative also shall be deemed to have authority to issue, execute, grant, or provide any approvals, requests, notices, or other communications required or permitted under the Services Agreement or requested by NEOGOV in connection with the Benefits Module.
2. **Use of the Benefits Module.**
 - a) **HR Users.** Customer shall authorize an administrator to input information and access certain information relating to (i) the benefits offered by Customer and (ii) Customer’s employees/plan participants and their benefit options and elections as well as view certain personal and company information regarding company employees. The Benefits Module permits Customer’s employees/plan participants to make various benefits elections and to view and update certain personal and company information. It is Customer’s responsibility to submit instructions and information relating to the Benefits Module and to verify the accuracy and completeness of all such instructions and information submitted by Customer, employees, and plan participants.
 - b) **NEOGOV Not Fiduciary Advisor.** Customer acknowledges and agrees that, in making the Benefits Module available, NEOGOV is not acting as an investment advisor, broker-dealer, insurance agent, tax advisor, attorney or intermediary or a financial or benefit planner. NEOGOV is not providing any benefits, tax advice, or any information related thereto; Customer is responsible for making available all benefits and information related thereto referenced or included in the Benefits Module.
 - c) **NEOGOV’s Health Care Clearinghouse Status.** Customer expressly acknowledges and agrees that NEOGOV is not a “Health Care Clearinghouse”, a “Covered Entity” or a “Business Associate” within the meaning of HIPAA, and Customer shall not request or otherwise require NEOGOV to act as such. To the extent that NEOGOV is required to enter into any additional agreement as a result of Customer’s use of the Benefits module, Customer shall be responsible for any liability incurred by NEOGOV thereunder.

3. **Additional Termination Rights.** NEOGOV may terminate Core HR, the Benefits Module, or this Services Agreement immediately upon written notice to the Customer upon (a) the failure of Customer to maintain its Benefit Plan(s) in compliance with ERISA or other applicable laws or regulations or (b) NEOGOV's determination that the exercise of any of the rights granted hereunder or the continued performance by NEOGOV of its obligations under this Services Agreement would cause NEOGOV to violate any applicable international, federal, state or local law(s) and/or regulation(s).
4. **ERISA.** The terms of this Section only shall apply to the extent Customer uses services governed, in whole or in part, by the Employee Retirement Income Security Act of 1974, as amended ("ERISA")
 - a) **NEOGOV's Non-Fiduciary Status.** Customer expressly acknowledges and agrees that NEOGOV is not an "Administrator", "Plan Sponsor," or a "Plan Administrator" as defined in Section 3(16)(A) of ERISA, and Section 414(g) of the Internal Revenue Code of 1986, as amended (the "Code"), respectively, nor is NEOGOV a "fiduciary" within the meaning of ERISA Section 3(21), and Customer shall not request or otherwise require NEOGOV to act as such. NEOGOV shall not exercise any discretionary authority or control respecting management of any of Customer's benefit or welfare plans ("Plan" or "Plans") or management or disposition of any of Customer's benefit or welfare Plan assets. NEOGOV shall not render investment advice for a fee or other compensation, direct or indirect, with respect to any monies or other property of any Plan, nor does NEOGOV have any authority or responsibility to do so. NEOGOV has no discretionary authority or discretionary responsibility in the administration of the Plan(s).
 - b) **Use of NEOGOV'S Name.** Customer or the Plan Administrator must obtain the prior written consent of NEOGOV to insert any references to NEOGOV or its affiliates, or to NEOGOV Services, with respect to any communication or document pertaining to a Plan prepared by Customer, or on behalf of Customer (other than documents prepared by NEOGOV), unless the reference only identifies NEOGOV as a service provider or the reference is required in a filing or document required by ERISA or any other applicable law. Without limiting the foregoing, in no event may Customer or the Plan Administrator identify or refer to NEOGOV as "administrator", "plan administrator", "third-party administrator", "plan sponsor", "fiduciary", "plan fiduciary" or similar title.
5. **Direct to Carrier Services.** Customer may elect direct to insurance carrier services (each a "Carrier Link") at its option, each for an additional cost. Reconfiguration of existing Carrier Links, establishing new Carrier Links, and additional elections are available for an additional fee and may be completed by NEOGOV at NEOGOV's then current rates. Customer may access and use the NEOGOV HRIS Services to electronically transmit employee data, including employee benefits enrollment data, to Customer's carriers or other third parties authorized by Customer. NEOGOV's ability to transmit data is subject to the provision of a current functional interface between HRIS Services and the carriers' systems. NEOGOV will not be obligated to transmit Customer's data to carriers if at any time Customer's carriers fail to provide the proper interface as solely determined by NEOGOV. If Customer requires development of any special or customized interfaces to transmit such data, all work performed by NEOGOV to create such interfaces will be at NEOGOV's then current fees for such services. NEOGOV makes no warranty that each carrier's specifications will conform with NEOGOV's current functional interfaces. In the event a carrier provides formats or specifications not supported by the NEOGOV HRIS Services, Customer will be solely responsible for transmitting the data to such carrier using an alternative system to be determined solely by Customer. Customer shall be responsible for promptly reviewing all records of transmissions to carriers and other reports prepared by NEOGOV for validity and accuracy according to Customer's records, and Customer will notify NEOGOV of any discrepancies promptly after receipt thereof.

Payroll Services – Additional Terms

The following terms shall apply to the extent that Customer orders the NEOGOV Payroll Services module:

1. **Payroll Processing and Tax Filing.** NEOGOV will deliver (i) payroll administrative services to Customer through NEOGOV's payroll software as a service (the "Payroll Module"), (ii) at Customer's election, direct deposit administration to those employees electing such service via ACH processing (collectively referred to as the "Payroll Services"), remit payroll taxes on Customer's behalf to those federal, state, and local taxing jurisdictions designated by Customer, and file related tax returns (such as remitting of payroll taxes and filing of related tax returns, the "Tax Services"). At NEOGOV's then current fees, NEOGOV may also process calendar year-end W-2 forms for Customer's employees and Forms 1099-MISC. NEOGOV will, and Customer hereby authorizes NEOGOV and Fulfillment Partners to, initiate debits or reverse wire transfers prior to each paydate for Customer's payroll ("Paydate") and credit the bank accounts of Customer's employees and others to be paid by Customer by direct deposit payment on Paydate (a "Payee"), all in compliance with the operating rules of the National Automated Clearing House Association and the terms and conditions hereof. For purpose of clarity, the parties understand and agree that NEOGOV does not print and/or send paychecks for or on behalf of Customer.

2. Documentation and Required Information.

- a) Authorization Forms; Proof of Name. Customer will be required to complete and submit the following documents in order to use the payroll processing components of Payroll Module: (i) power of attorney forms for each jurisdiction in which Customer will use the HRIS Services (the “POA”), (ii) Authorization to Debit/Credit Bank Account(s)/Obtain Bank Account Information (the “Authorization Form”), (iii) an IRS proof of legal name/FEIN and (iv) any authorization form for Fulfillment Partner authorizing debiting and crediting Customer’s bank account.
- b) Proof of Existence. Customer will provide NEOGOV, and authorize NEOGOV to provide to Fulfillment Partner, Customer’s (i) legal name, and “doing business as” name if applicable, (ii) physical street address (not a PO Box or PMB), (iii) phone number, (iv) Primary Business Activity (Nature of Business), (v) Duns Number (if one exists), (vi) Tax ID Number, (vii) estimated transaction count and dollar volume, (viii) number of employees, and (ix) supporting evidence via (A) either certified Articles of Incorporation, IRS EIN Letter, unexpired government issued business license, trust instrument or other government-issued evidence showing legal existence, and (B) either a voided business check, copy of utility bill, other evidence of legal name, physical address, DBA Name, or Tax ID.
- c) Permitted Disclosure Authorization. Customer hereby authorizes NEOGOV to (i) provide Customer’s data to Fulfillment Partner for the purposes of performing the Payroll and Tax Services, and (ii) take such action as is necessary to perform the Payroll and Tax Services.
- d) Time and Attendance Information. Prior to commencement of Time and Attendance Services, Customer shall provide to NEOGOV all necessary information and guidance relating to its time and attendance policies and guidelines and coordinate with NEOGOV to establish standards for NEOGOV in its execution of the Time and Attendance Services. Customer agrees to promptly comply with NEOGOV’s request for such additional documentation and understands that Payroll or Tax Services may be impaired or delayed if Customer does not comply with such request.

3. Customer Obligations, Representations, and Warranties. Customer acknowledges that NEOGOV’s obligation to perform the HRIS Services is subject to Customer’s obligations, representations, and warranties. Customer represents and warrants the following:

- a) Processing Authorization. Customer authorizes NEOGOV to process payroll entries on behalf of Customer. Customer acknowledges that NEOGOV is acting solely in the capacity of data processing agent and is not a source of funds for Customer. Customer shall be liable for each payroll related transaction initiated by NEOGOV on behalf of Customer, whether by electronic entry or wire transfer. NEOGOV, or its Fulfillment Partners, electronically transmit employee data, including employee payroll data, to designated third parties, and Customer authorizes NEOGOV and its Fulfillment Partners, to provide such transmission on Customer’s behalf. Customer agrees that NEOGOV maintains specific Fulfillment Partner(s) for NEOGOV Payroll and Tax Services fulfillment during the term of and in accordance with this Services Agreement and that Customer shall not, directly or indirectly, supplement, substitute, or otherwise modify the provision of such Payroll and Tax Services without terminating this Services Agreement.
- b) Information Accuracy; Reliance; Change Notice. Customer shall input, maintain, and verify the accuracy of any and all information, including payroll and tax information, and Customer shall continually ensure that such information is kept complete, accurate, delivered on time, and up to date at all times. Customer acknowledges that NEOGOV and NEOGOV Fulfillment Partners will rely on the accuracy of this information as it performs its requested functions. NEOGOV shall not be responsible for any delays or inaccuracies in Customer’s delivery of data to NEOGOV. Customer will notify NEOGOV immediately of any change in the processing information, including the Authorization Form. Customer will also obtain a voluntary written authorization from any Payee prior to the initiation of the first credit to the account of such Payee and shall provide upon demand a copy of such written authorization to NEOGOV.
- c) Processing Deadlines. Unless otherwise agreed to by the Parties, Customer will: (a) complete and execute all required documentation so that NEOGOV or Fulfillment Partner may withdraw funds from Customer’s account to process direct deposit payrolls, (b) input or report all relevant payroll data for ACH transmissions to NEOGOV no later than 2:00 p.m. Pacific Standard Time (PST) three (3) banking days prior to each Paydate, (c) input or report all other relevant payroll data to NEOGOV no later than 2:00 p.m. Pacific Standard Time (PST) two banking days prior to each Paydate, (d) have available in Customer’s bank account good, collectable funds in a sufficient amount to cover funding disbursements, checks, direct deposits, tax payments, or recurring payments to third parties no later than the opening of business (i) two banking days prior to each Paydate for debits by electronic entry, and (ii) two banking days prior to each Paydate for funding by wire transfer, and (e) compare all reports on credits or debits initiated by Customer to NEOGOV’s records and promptly notify NEOGOV of any discrepancies. In the event Customer does not

meet the deadlines specified herein, NEOGOV shall make reasonable efforts to complete processing prior to the Paydate; however, NEOGOV makes no representation or warranty that payroll will process by the Paydate where Customer fails to provide all required documentation by the deadline. Additional Fees may apply for expedited processing.

- d) Customer Review. Within seven (7) business days after receipt from NEOGOV, Customer will promptly conduct a detailed review of all payroll and tax registers produced by NEOGOV or Fulfillment Partners for accuracy, validity and conformity with Customer's records. Customer will promptly notify NEOGOV of any error or omission discovered by Customer in any payroll registers, disbursement records, payroll or tax reports and documents produced by NEOGOV or Fulfillment Partners, or any discrepancy between the information provided by NEOGOV or Fulfillment Partners, and Customer's records. Customer will not rely on any record, report or document containing any discovered error, omission or discrepancy until such error, omission or discrepancy, has been corrected. Customer will be responsible for any consequences resulting from instructions Customer may give to NEOGOV or Fulfillment Partners with regard to HRIS Services or any payroll registers, disbursement records, reports and documents prepared by NEOGOV based on information provided by Customer.
 - e) Document Retention. Customer will retain copies of all information entered into or generated by the HRIS Services and Customer shall be solely responsible for maintaining such data, and all tax records, in accordance with any legal obligations.
 - f) Special Processing. Customer understands and acknowledges that administering processing dates beyond standard payroll dates, and correcting, amending, or cancelling payroll entries or mistaken reversals (collectively "Special Processing"), are complicated, highly manual, and may result in additional expenses, tax consequences, and penalties. Therefore, Special Processing may be subject to additional NEOGOV Fees.
 - g) Recovery Cooperation. Customer agrees to undertake reasonable efforts to cooperate with NEOGOV and any other parties involved in processing any transactions hereunder to recover funds credited to any employee as a result of an error made by Customer, NEOGOV, or Fulfillment Partners, or any other loss recovery efforts and in connection with any actions that the relevant party NEOGOV may be obligated to defend or elects to pursue against any third-party.
 - h) Compliance with Laws. Customer acknowledges that, in order to put into effect the Payroll Services which include ACH transactions, Customer will be the Originator of the ACH transactions and will follow and be bound by the rules for ACH Originators as adopted from time to time by the NACHA. Customer agrees that it has assumed the responsibilities of an Originator under the ACH Rules and acknowledges that entries may not be initiated in violation of the laws of the United States. Customer agrees to be compliant with laws. Customer will comply with all laws including, but not limited to, the U.S. Patriot Act, the Unlawful Internet Gambling Enforcement Act, the Bank Secrecy Act, and Anti Money Laundering laws.
- 4. Effect of Failed Funds. If Customer fails to pay the taxes, direct deposits, employee payments or other charges, including fees, then Customer agrees to pay NEOGOV for all costs of collection, including reasonable attorney fees, which may be associated with collection of the amounts due. NEOGOV also may, at its sole option, terminate this Services Agreement and withhold or suspend any work in progress. This is in addition to any other rights NEOGOV may have under this contract or under law. NEOGOV also reserves the rights to reverse employee transactions and /or tax payments for which funds have not been received from Customer.
 - 5. Rejection of Entries. NEOGOV shall reject any file or entry that does not comply with the requirements of this Services Agreement, the NACHA Rules, or uses an improper SEC Code, or if NEOGOV suspects fraud or illegal or improper activity. NEOGOV shall have no liability.
 - 6. Resolution of Error Exceptions. For the purposes of this Section, the term "error exception(s)" shall mean any data requirements within the HRIS Services that, based on Customer's configuration, have been assigned a severity level designation of "error"; such designation shall create a requirement for an operational task to be completed by Customer in order to proceed with Customer's processing, including processing of Customer payroll for the designated period. Failure to resolve an error exception will prevent Customer's payroll from being processed as scheduled. NEOGOV is not obligated to clear any such error on behalf of Customer.
 - 7. NEOGOV Errors and Omissions Warranty. NEOGOV warrants it will use commercially reasonable efforts to properly transmit the appropriate reports, data, or filings based on the information provided in Customer's HRIS Services. In addition, NEOGOV will use commercially reasonable efforts to rectify any Customer report, data, or filing error, including any deposit, corrected or reversal debit or credit entry, for which NEOGOV is solely responsible; provided that, in each

case Customer advises NEOGOV no later than ten (10) business days after the occurrence of such errors or omissions. This is Customer's sole remedy in the event of a breach of the foregoing warranty. Notwithstanding the foregoing, Customer will be solely responsible for payment of all tax penalties, interest, and additional NEOGOV fees if: (i) the penalty is the result of incorrect, inaccurate, or incomplete information Customer provides to NEOGOV, (ii) Customer has insufficient funds in Customer's designated bank account to process HRIS Services, or (iii) a party other than NEOGOV, or a NEOGOV Fulfillment Partner, fails to perform services in a timely manner.

8. Additional Liability and Warranty Limitations. NEOGOV, ITS PROVIDERS, AND FULFILLMENT PARTNERS, AND THE OFFICERS, DIRECTORS, EMPLOYEES, AND SUPPLIERS OF EACH WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES OR UNDER ANY THEORY OF RECOVERY (WHETHER IN CONTRACT OR TORT OR OTHERWISE) FOR (i) ANY FEES, COSTS, CHARGES, OR ANY DAMAGES CAUSED BY LOST SHIPMENT OR TRANSMISSION OF CHECKS OR ANY FORM OF DISBURSEMENT INCLUDING, BUT NOT LIMITED TO, STOP PAYMENT FEES, REPRINTING OR RETRANSMISSION COSTS, SHIPPING CHARGES, OR CONSEQUENTIAL EXPENSES AND DAMAGE, (ii) ANY CHARGES, FEES, OR EXPENSES INCURRED BY CUSTOMER, CUSTOMER'S AGENTS, OR EMPLOYEES WHICH ARE DUE TO LATE PAYCHECKS, REGARDLESS OF WHETHER SUCH PAYCHECKS ARE TO BE PREPARED AND DELIVERED BY NEOGOV, FULFILLMENT PARTNERS, OR BY CUSTOMER, (iii) NON-PERFORMANCE OF HRIS SERVICES WHICH HAVE BEEN SUSPENDED DUE TO FAILURE OR DELAY IN PAYMENT OF FEES OWED UNDER THIS SERVICES AGREEMENT, AND (IV) FOR ANY DAMAGES TO CUSTOMER ARISING FROM OR IN CONNECTION WITH A DECISION BY NEOGOV TO SUBMIT FILES FOR PROCESSING AFTER CUSTOMER HAS FAILED TO CLEAR OUTSTANDING ERROR EXCEPTIONS WITHIN THE SPECIFIED DEADLINE.
9. Additional Termination Rights.
 - a) Termination for Default. Customer's breach of the NACHA Rules, violation of any applicable federal or state regulation, or failure to maintain account funding as required by this Services Agreement (and as a result any debit to Customer's account is returned), shall each constitute a default. Upon default, NEOGOV may suspend the HRIS Services or terminate this Services Agreement in a manner that permits NEOGOV to comply with the NACHA Rules. Termination is effective immediately upon written notice of such termination to Customer. The right to suspend the HRIS Services and/or terminate this Services Agreement is in addition to any other rights and remedies provided under this Services Agreement or otherwise under law.
 - b) Effect of Termination. No termination of this Services Agreement shall release Customer from any obligation to pay NEOGOV any amount that has accrued or becomes payable at or prior to the date of termination. No suspension of HRIS Services shall release Customer from any obligation to pay NEOGOV any amounts due under this Services Agreement. Customer shall not be entitled to any refund of any amounts paid to NEOGOV as a result of a termination based on Customer's default. Notwithstanding the termination of this Services Agreement, the parties shall continue to comply with the NACHA Rules with respect to transmissions pursuant to this Services Agreement.

April 22, 2025

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY CONTROLLER

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
UPDATING AND CLARIFYING PROCEDURES FOR THE OPERATION OF
THE CITY'S AUDIT COMMITTEE AND AMENDING RESOLUTION 25,220**

SUMMARY

Adoption of the attached Resolution will rename the "Audit Ad Hoc Committee" as the "Audit Committee". Additionally, a meeting schedule and procedures will be established for the conduct of those meetings.

BACKGROUND

On January 31, 2018, the City of Compton received a draft report from the State Controller's Office (SCO) review of the City's administrative and internal accounting controls system for the Fiscal Years (FY) 2013-14, FY 2014-15 and FY 2015-16. As part of this report, the SCO referenced the Los Angeles County Civil Grand Jury's 2012 report that recommended charter cities within Los Angeles County establish formal finance and audit committees.

Further, on February 25, 2020, the City Council adopted Resolution 25,220 that established an Audit Ad Hoc Committee to provide independent review and oversight of the City's financial reporting processes, internal controls, and the independent auditors.

The Audit Ad Hoc Committee consists of two (2) appointed members of the City Council, the City Controller, the City Manager, and one member/resident of the City of Compton.

STATEMENT OF THE ISSUE

Based on the Committee's continuing existence for several years and its composition, it is appropriate to transition the Committee from operating as an "ad hoc" committee to an ongoing advisory committee of the City, to establish a regular meeting schedule for the Committee, and to clarify certain other operational requirements.

The meeting schedule is proposed to be every two months on the last Wednesday of January, March, May, July, September, and November of each year at 3:00 p.m. at City Council Chambers at Compton City Hall. If no meeting is needed or required on a regular meeting date due to a lack of business items or the unavailability of a quorum of the

**Staff Report – A Resolution updating and clarifying procedures for the operation of the City’s Audit Committee and Amending Resolution 25,220
April 22, 2025**

Committee, the meeting may be cancelled, or adjourned to another date and time. The Audit Committee may also hold and conduct special meetings as needed.

FISCAL IMPACT

There is no fiscal impact to this proposal, except for additional staff time to comply with the regular meeting schedule and associated procedural requirements.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution to authorize the renaming of the “Audit Ad Hoc Committee” as the “Audit Committee”, and to amend Resolution 25,220 to include the meeting schedule of once every two months on the fourth Wednesday of the two-month period at 3 p.m.

**SHARON RAHBAN NAVIZADEH
CITY CONTROLLER**

APPROVED FOR FORWARDING:

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COMPTON UPDATING AND CLARIFYING PROCEDURES FOR
THE OPERATION OF THE CITY'S AUDIT COMMITTEE AND
AMENDING RESOLUTION 25,220**

WHEREAS, on January 31, 2018, the City of Compton received a draft report from the State Controller's Office (SCO) review of the City's administrative and internal accounting controls system for the Fiscal Years (FY) 2013-14, FY 2014-15 and FY 201516. As part of this report, the SCO referenced the Los Angeles County Civil Grand Jury's 2012 report that recommended charter cities within Los Angeles County establish formal finance and audit committees; and

WHEREAS, on February 25, 2020, the City Council adopted Resolution 25,220 that established an Audit Ad Hoc Committee to provide independent review and oversight of the City's financial reporting processes, internal controls, and the independent auditors; and

WHEREAS, the Audit Ad Hoc Committee consists of two (2) appointed members of the City Council, the City Controller, the City Manager, and one member/resident of the City of Compton; and

WHEREAS, based on the Committee's continuing existence for several years and its composition, it is appropriate to transition the Committee from operating as an "ad hoc" committee to an ongoing advisory committee of the City, to establish a regular meeting schedule for the Committee, and to clarify certain other operational requirements.

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

Section 1. That the Mayor and Councilmembers of City of Compton hereby rename the "Audit Ad Hoc Committee" as the "Audit Committee".

Section 2. That the Audit Committee shall have regular meetings every two months on the last Wednesday of January, March, May, July, September, and November of each year at 3:00 p.m. at City Council Chambers at Compton City Hall. If no meeting is needed or required on a regular meeting date due to a lack of business items or the unavailability of a quorum of the Committee, the meeting may be cancelled, or adjourned to another date and time. The Audit Committee may also hold and conduct special meetings as needed. All meetings of the Audit Committee shall be conducted in compliance with the Ralph M. Brown Act (California Government Code Section 54950 et seq.)

Section 3. The provisions of Section 2 of this Resolution shall supersede and replace the contrary provisions and requirements of Subpart 1 of Section 8 of Resolution No. 25,220.

Section 4. Except with respect to any past or future Councilmember appointees to the Audit Committee, and except as otherwise provided in this Resolution, all other provisions of Resolution No. 25,220 shall remain in full force and effect.

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

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

ADOPTED this _____ day of _____, 2025

EMMA SHARIF
MAYOR OF THE CITY OF COMPTON

ATTEST:

SATRA D. ZURITA
CITY CLERK OF THE CITY OF COMPTON

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

I, Satra D. Zurita, 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 _____, 2025.

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

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

SATRA D. ZURITA
CITY CLERK OF THE CITY OF COMPTON

RESOLUTION NO. 25,220

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON TO
AUTHORIZE THE FORMATION OF AN AUDIT AD HOC COMMITTEE,
APPOINT TWO MEMBERS OF COUNCIL TO SERVE ON THIS
COMMITTEE, AND ACCEPT APPLICATIONS FROM THE PUBLIC TO
SERVE ON THIS COMMITTEE FOR THE 2019-2020 FISCAL YEAR**

WHEREAS, on January 31, 2018, the City of Compton received a draft report from the State Controller's Office (SCO) review of the City's administrative and internal accounting controls system for the Fiscal Years (FY) 2013-14, FY 2014-15 and FY 2015-16. As part of this report, the SCO referenced the Los Angeles County Civil Grand Jury's 2012 report that recommended charter cities within Los Angeles County establish formal finance and audit committees; and

WHEREAS, during the course of the past year, Council has also indicated its interest in complying with the Grand Jury's 2012 recommendations. In October of 2019, the City Council approved the formation of the Finance Ad Hoc Committee; and

WHEREAS, the City Council would now like to form the Audit Committee. An audit committee is a practical approach for the city council to provide independent review and oversight of financial reporting processes, internal controls, and the independent auditors; and

WHEREAS, the Government Finance Officers Association (GFOA) makes the following recommendations (in part) regarding the establishment of audit committees by state and local governments; and

WHEREAS, the audit committee should be formally established by charter, enabling resolution, or other appropriate legal means and made directly responsible for the appointment, compensation, retention, and oversight of the work of any independent accountants engaged for the purpose of preparing or issuing an independent audit report or performing other independent audit, review, or attest services. Likewise, the audit committee should be established in such a manner that all accountants thus engaged report directly to the audit committee. The written documentation establishing the audit committee should prescribe the scope of the committee's responsibilities, as well as its structure, processes, and membership requirements. The audit committee should itself periodically review such documentation, no less than once every five years, to assess its continued adequacy; and

WHEREAS, ideally, all members of the audit committee should possess or obtain a basic understanding of governmental financial reporting and auditing. The audit committee also should have access to the services of at least one financial expert, either a committee member or an outside party engaged by the committee for this purpose. Such a financial expert should through both education and experience, and in a manner specifically relevant to the government sector, possess: 1) an understanding of generally accepted accounting principles and financial statements; 2) experience in preparing or auditing financial statements of comparable entities; 3) experience in applying such principles in connection with the accounting for estimates, accruals, and reserves; 4) experience with internal accounting controls; and 5) an understanding of audit committee functions; and

WHEREAS, the committee will consist of two (2) appointed members of the City Council, the City Controller, the City Manager, and one member/resident of the City of Compton; and

WHEREAS, the Chair of this Ad Hoc Committee is selected by the group at the first meeting; and

1 **WHEREAS**, the City's Internal Auditor will serve as the designated staff member
2 liaison and coordinator and will attend the meetings. The coordinator provides support as
3 requested, which may include securing meeting space, development of agendas for Chair
4 review and approval, development of meeting packets, and or taking notes as well as
5 providing a report to the full City Council at the next available council meeting summarizing
6 the committee's work; and

7 **WHEREAS**, the scope of responsibilities for the audit ad hoc committee includes:
8 (1) the committee will meet quarterly as needed, but in no case less frequently than
9 annually; (2) is directly responsible for the appointment, compensation, retention, and
10 oversight of the work of any independent accountants engaged for the purpose of preparing
11 or issuing an independent audit report or performing other independent audit, review, or
12 attest services; (3) the audit committee should be established in such a manner that all
13 accountants/auditors thus engaged report directly to the audit committee; (4) to provide
14 independent review and oversight of a government's financial reporting processes, internal
15 controls and independent auditors; (5) monitor controls performed directly by senior
16 management, as well as controls designed to prevent or detect senior-management
17 override of other controls; and (6) present annually to the full governing body a written
18 report of how it has discharged its duties and met its responsibilities. It is further
19 recommended that this report be made public and be accompanied by the audit
20 committee's charter or other establishing documentation.

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

23 **Section 1.** That the Mayor and Councilmembers of City of Compton authorize the
24 formation of an Audit Ad Hoc Committee.

25 **Section 2.** That Audit Ad Hoc Committee will consist of two (2) appointed
26 members of the City Council (inclusive of the Mayor), the City Controller, the City Manager
27 and one member/resident from the public.

28 **Section 3.** That the member from the public shall be a resident of the City with an
29 understanding of Generally Accepted Accounting Principles as it relates to the government
30 sector, governmental financial reporting and auditing, and whose experience and
31 educational background stems from a profession in either of the following, (1)
32 Auditor/Accountant, (2) Finance, or (3) a Business Owner.

Section 4. That the City's Internal Auditor will serve as the designated staff
member liaison and coordinator and will attend the meetings. The coordinator provides
support as requested, which may include securing meeting space, development of
agendas for Chair review and approval, development of meeting packets, and or taking
notes as well as providing a report to the full City Council at the next available council
meeting summarizing the committee's work.

Section 5. That the Council shall appoint Galvan and
Chambers, two (2) members of the Council to serve on the newly formed Audit Ad
Hoc Committee

Section 6. That the Council shall appoint Sharif as the alternate
member of the Council.

Section 7. That the Chair of this Ad Hoc Committee is selected by the group at
the first meeting. The Chair must be a council member

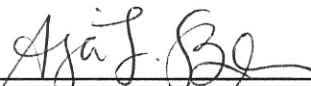
Section 8. The Scope of the Audit Committee's Responsibilities are: (1) the committee will meet quarterly as needed, but in no case less frequently than annually; (2) is directly responsible for the appointment, compensation, retention, and oversight of the work of any independent accountants engaged for the purpose of preparing or issuing an independent audit report or performing other independent audit, review, or attest services; (3) the audit committee should be established in such a manner that all accountants/auditors thus engaged report directly to the audit committee; (4) to provide independent review and oversight of a government's financial reporting processes, internal controls and independent auditors; (5) monitor controls performed directly by senior management, as well as controls designed to prevent or detect senior-management override of other controls; and (6) present annually to the full governing body a written report of how it has discharged its duties and met its responsibilities. It is further recommended that this report be made public and be accompanied by the audit committee's charter or other establishing documentation.

Section 9. That there is no fiscal impact of forming this Audit committee or selecting the council members and community leader who will serve on this committee. No stipends are allocated for these meetings.

Section 10. That a copy of this Resolution shall be filed in the offices of the City Manager, City Attorney, City Clerk, and City Controller.

Section 11. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this 25th day of February, 2020.



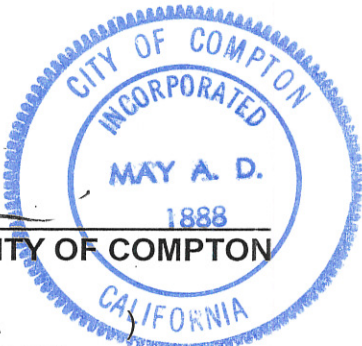
MAYOR OF THE CITY OF COMPTON

ATTEST:



CITY CLERK OF THE CITY OF COMPTON

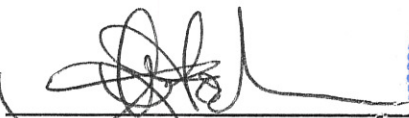
STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF COMPTON)



I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on this 25th day of February, 2020.

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

AYES: **COUNCILMEMBERS-** Chambers, Galvan, McCoy, Sharif, Brown
NOES: **COUNCILMEMBERS-** None
ABSTAIN: **COUNCILMEMBERS-** None
ABSENT: **COUNCILMEMBERS-** None



CITY CLERK OF THE CITY OF COMPTON

