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COMPTON CITY COUNCIL AGENDA

06/10/2025

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 ONLY

CLOSED SESSION

1. Conference with Legal Counsel (Existing Litigation) - (Paragraph (1) of subdivision (d) of Government Code section 54956.9)
Janette Lievano v. City of Compton 22STCV25910
Nicole Hills v City of Compton 23CMCV00222
Adriana Shrem v. City of Compton 22CMCV00612

REPORT OUT OF CLOSED SESSION

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

2. MARCH 18, 2025

HUMAN RESOURCES

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ESTABLISHING THE HOLIDAY SCHEDULE FOR CITY EMPLOYEES FOR FISCAL YEAR 2025-2026

PUBLIC WORKS DEPARTMENT

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ESTABLISH PURCHASE ORDERS WITH TOYOTA MATERIAL HANDLING SOLUTIONS, NEW HOLLAND SCOTT EQUIPMENT, QUINN COMPANY, SONSRAY MACHINERY AND CARSON TRAILER, INC. FOR THE ACQUISITION OF HEAVY EQUIPMENT FOR THE PUBLIC WORKS STREET MAINTENANCE DEPARTMENT IN AN AMOUNT NOT TO EXCEED FIVE HUNDRED EIGHTY THOUSAND DOLLARS (\$580,000)

WATER DEPARTMENT

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT AND ESTABLISH PURCHASE ORDERS TO INFOSEND, INC. FOR DATA PROCESSING, PRINTING, AND MAILING SERVICES IN AN ANNUAL AMOUNT NOT TO EXCEED ONE HUNDRED NINETY-EIGHT THOUSAND DOLLARS AND ZERO CENTS (\$198,000.00) FOR FISCAL YEARS 2025 THROUGH 2028

REGULAR AGENDA

NEW BUSINESS

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A MULTI-YEAR SUBSCRIPTION CONTRACT WITH ONLINE SOLUTIONS, LLC AND ISSUE A PURCHASE ORDER FOR THE PROVISION OF CLOUD COMPUTING INFORMATION TECHNOLOGY SOFTWARE, ANNUAL MAINTENANCE AND TECHNICAL SUPPORT TO MULTIPLE CITY DEPARTMENTS (\$283,500)
7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON

AUTHORIZING THE CITY MANAGER TO ENTER INTO A TWELVE (12) MONTH AGREEMENT WITH THE COALITION FOR HUMANE IMMIGRANT RIGHTS (CHIRLA) FOR THE LEASE OF CITY-OWNED PROPERTY LOCATED AT 700 NORTH BULLIS ROAD

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: 6/17/2025 5:30:00 PM

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

MARCH 18, 2025

The Compton City Council meeting was called to order at 5:41 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, A. Spicer, J. Bowers, L. Darden, Mayor E. Sharif

Council Members Absent: None

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

Other Officials Absent: None

4:30PM BUDGET WORKSHOP – FISCAL YEAR 2025-2026 (COMPLETED)

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Sara Lujon, Children's Services Librarian at Compton Library, encouraged the public to pick up an activities calendar in the lobby for the month of March. She announced planned activities for Spring Break and mentioned that she would host daily programs from 3:00pm to 4:30pm. She also highlighted the upcoming cultural programs held to celebrate César Chávez and Scottish traditions.

Andrew Thomas, owner of Screaming Eagles, addressed the City Council regarding Item Number 5 on the Agenda. He reflected on his accomplishments in Compton from 2017 through 2018. He also detailed the successful completion of every task assigned to his company from 2019 to 2023. He affirmed his pride in his City and expressed his continued commitment to serving the Compton community.

Gilda Blueford stated that she was confused by the City Council's actions to discuss and approve a contract without going out to bid first. She encouraged this Body to ensure that they are adhering to the rules of decorum and to always remain respectful.

Mayor Sharif asked Ms. Blueford to provide details on the contract she is referring to.

Ms. Blueford offered to send Mayor Sharif a video clip from the meeting for context.

Terrance Cumby inquired about the City's plans to promote Compton for the 2028 Olympics. He suggested a refurbishment of the Olympic rings on Alameda and a collaborative effort between City officials to put Compton on a pedestal for the world to see.

Benjamin Holifield articulated his support for Screaming Eagles and praised their positive impact on the community. He implored the City Council to consider giving them the illegal dumping removal contract and highlighted the importance of a safe, clean, and friendly City.

Donald Connolly, owner of Barberizm the Shoppe, expressed his appreciation for the support he received during his business' seven-year anniversary celebration. He reflected on his journey in Compton and shared his pride in being part of the community. He solicited the City Council to support an illegal dumping removal contract with Screaming Eagles, noting the owner's local roots and commitment to the City.

Benjamin Clacs, TNT Fireworks, solicited City staff to research AB1403 which was signed into law on January 1, 2023. He mentioned his company's efforts with Motorola Solutions to establish a drone surveillance program to enhance law enforcement efforts for special events. He also reminded the City Council that Measure F failed and that 50% of votes cast were in support of the continued sale of fireworks in the City of Compton.

Fidel Marquez referenced Item Number Five on the Agenda and reported not seeing any trucks related to illegal dumping removal. He asked that CDBG funds be utilized to renovate City Hall and street medians. He also criticized the City Council for approving a new lease with a non-profit organization that owes the City money.

Mayor Sharif responded, explaining that the nonprofit's situation was related to COVID-19 and the reasoning behind the lack of rent payments was due to renovations.

Lynn Boone raised concerns about the City Attorney's role, particularly in relation to adhering to the City Charter. She pointed out that according to Section 1203 of the City Charter, the City Council is prohibited from delegating its responsibilities to others. She went on to reprove City Manager Hopkins Jr. for allegedly overstepping his authority and bullying council members.

Vanessa Cain solicited the City Council to bring back Screaming Eagles as the City's illegal dumping removal contractor. She requested facade improvements to City Hall and the surrounding landscaping. She also agreed that the Olympic rings should be restored and requested code enforcement north of Rosecrans between Willowbrook and Wilmington.

Mark Smith raised concerns about the effectiveness of street sweeping services in Compton. He reported witnessing the street sweepers kicking more dirt onto the streets than they were cleaning, particularly on Laurel Street. He observed that the brushes were not functioning properly and called for oversight on the equipment. He also addressed the ongoing issue of fireworks in Compton and requested the reason for the delay in implementing a moratorium.

Bishop Guillory reflected on a time when the City was safer. He insisted that he would not be silenced or intimidated by anyone. He explained that he resigned his commission seat out of a desire to stand up for the community. He affirmed his commitment to fighting for the community and warned that anyone involved in criminal activity will face consequences.

City Manager Willie Hopkins, Jr. expressed his commitment to his role and his dedication to the Compton community. He addressed the criticisms he received regarding his conduct at public meetings and asserted that he treats everyone with respect. He apologized for any offense he may have unintentionally caused but firmly denied accusations of unethical behavior. He defended his negotiation practices with Republic Services and showcased documentation available to the public.

Tanya Lewis questioned the return of City Attorney Perrodin. She called for transparency regarding his situation and spoke in opposition to him receiving a pension from the City of Compton.

CONSENT AGENDA

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

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

APPROVAL OF MINUTES

City Clerk Zurita cited the removal of a duplicated comment in the minutes. Additionally, for future meetings, page numbers will be added to the minutes in the agenda for better reference.

1. FEBRUARY 18, 2025 (Approved with corrections)

CITY MANAGER

2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE POSITION CLASSIFICATION PLAN TO INCLUDE THE CLASSIFICATION SPECIFICATIONS OF DEPUTY DIRECTOR FOR COMMUNITY IMPROVEMENT SERVICES DEPARTMENT APPROVED (RESOLUTION # 26,214)

GRANTS DEPARTMENT

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO HD SUPPLY FACILITIES MAINTENANCE DBA FORMERLY THE HOME DEPOT PRO FOR THE PURCHASE OF (30) TOUCHLESS BOTTLE FILLING STATIONS FOR SEVERAL CITY FACILITIES IN THE AMOUNT OF \$46,639.06 (**RESOLUTION # 26,215**)

REGULAR AGENDA

NEW BUSINESS

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NUMBER 26,191, ACCEPTING THE ESTIMATE OF INNOVATIVE PLAYGROUNDS CO., INC., AUTHORIZE THE CITY MANAGER TO RATIFY AND ENTER INTO A CONSTRUCTION CONTRACT WITH INNOVATIVE PLAYGROUNDS, CO., INC, AUTHORIZE AN AMENDMENT TO THE GRANTS DEPARTMENT FY2024-2025 BUDGET, AND TO ESTABLISH A PURCHASE ORDER FOR THE CESAR CHAVEZ PLAYGROUND IMPROVEMENT PROJECT FOR THE AMOUNT OF \$419,882.83.

City Clerk Zurita stated that there is a typographical error in the accounting codes listed in the fiscal impact and resolution. She confirmed that the accounting codes were corrected, and the City Controller and Grants Manager verified the availability of funds. The updated account codes are as follows: 2800-540-H89-3583 and 2800-540-H89-4300.

On motion by Duhart, seconded by Darden, **Resolution # 26,216** entitled “**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NUMBER 26,191, ACCEPTING THE ESTIMATE OF INNOVATIVE PLAYGROUNDS CO., INC., AUTHORIZE THE CITY MANAGER TO RATIFY AND ENTER INTO A CONSTRUCTION CONTRACT WITH INNOVATIVE PLAYGROUNDS, CO., INC, AUTHORIZE AN AMENDMENT TO THE GRANTS DEPARTMENT FY2024-2025 BUDGET, AND TO ESTABLISH A PURCHASE ORDER FOR THE CESAR CHAVEZ PLAYGROUND IMPROVEMENT PROJECT FOR THE AMOUNT OF \$419,882.83.**” was approved by the following vote on roll call:

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

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE PROPOSAL FROM VALLEY VISTA SERVICES, INC. FOR CITY-WIDE ILLEGAL DUMPING CLEAN-UP, REMOVAL, AND HAUL-AWAY SERVICES, TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A ONE-YEAR SERVICE AGREEMENT WITH TWO (2) ONE-YEAR EXTENSION OPTIONS FOR THREE HUNDRED SIXTY-SEVEN THOUSAND TWO HUNDRED SEVENTY DOLLARS (\$367,270.00) ANNUALLY AND TO ESTABLISH A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED ONE HUNDRED TWENTY-TWO THOUSAND FOUR HUNDRED TWENTY-THREE DOLLARS AND THIRTY-TWO CENTS (\$122,423.32), FOR THE REMAINDER OF FISCAL YEAR 2024-2025 (**TABLED**)

It was motioned by Spicer, seconded by Bowers, to discuss this item.

Councilmember Spicer highlighted the benefits of working with Screaming Eagles. He also noted their local presence and dedication to the community. He pointed out that Screaming Eagles not only employs residents, but they also contribute to the community through workshops and scholarships for children.

Councilmember Duhart echoed her support for Screaming Eagles. She emphasized their positive impact in the community and expressed her regret for voting for another vendor that failed to perform adequately.

Councilmember Bowers voiced his appreciation for the remarks made by Andrew Thomas from Screaming Eagles and asked the other vendor to come forward and present their case.

Tomas Solis, Director of Operations for Valley Vista Services, presented his company as a long-established entity in the waste management industry, having operated for over 67 years. He also highlighted a recent investment of \$45M in an organics system to enhance revenue and compliance with California regulations.

Erica Santillan, Operations Manager for Valley Vista Services, introduced herself as a former resident of Compton, reinforcing the company's connection to the community. She highlighted that Valley Vista is family-owned and committed to providing quality service.

Councilmember Bowers requested the number of Valley Vista Services vehicles.

Mr. Solis responded that they have three dedicated trucks - operating seven days a week.

Councilmember Spicer asked about staffing. Mr. Solis confirmed there would be three drivers assigned to serve the City of Compton.

Andrew Thomas, owner of Screaming Eagles, highlighted that his company is certified to operate on railroad tracks. He emphasized his history of community service and shared his dedication to the City. He explained that he utilizes roll-off bins and specialized equipment to handle various waste types and stated that Screaming Eagles operates five days a week but is available for special requests on weekends.

Councilmember Bowers requested the number of Screaming Eagles employees. Mr. Thomas stated that he has a total of 14 employees.

Councilmember Duhart praised Mr. Thomas for his knowledge of local hotspots for illegal dumping and recounted improvements made in specific alleys. She praised Mr. Thomas for a fantastic job and reiterated her regret for choosing the lowest bidder who ultimately failed to deliver on their promises to the City.

Councilmember Spicer voiced his support for Screaming Eagles' services and the effectiveness they have demonstrated over the last six years. He emphasized the importance of supporting local businesses and advocated for the contract to be awarded to Screaming Eagles.

Councilmember Darden pointed out the financial aspects of the contract proposals, noting that Valley Vista's bid was \$367,270 while Screaming Eagles was \$450,000.

Mayor Sharif asked the City Manager if he had any additional information regarding the companies under consideration.

City Manager Hopkins, Jr. explained that the Request for Proposal (RFP) process was conducted, and Valley Vista was selected because they are the lowest bidder.

Councilmember Spicer requested the details of the contract with American Reclamation.

City Manager Hopkins, Jr. stated that City Council approved a contract for approximately \$400,000, however American Reclamation's contract was for over \$500,000. In addition, the City has invoices totaling approximately \$313,000 and have paid them at least \$300,000.

Councilmember Darden reiterated her commitment to maintaining a clean City and acknowledged the current burden on City staff to clean the City in the absence of an illegal dumping removal contractor.

Mayor Sharif shared her commitment to cleanliness in the Compton community.

Councilmember Bowers suggested bringing this item back at the next meeting with both vendors included in the proposed resolution to allow for further review of their contracts.

Councilmember Spicer and Councilmember Bowers withdrew their motions.

COUNCIL COMMENTS

Councilmember Duhart offered the following communications/announcements:

- Legislative Achievements: Councilmember Duhart cited the following impactful bills signed into law at Assemblymember Mike Gipson's bill-signing ceremony: AB1979, AB2181, AB2975, AB2984, and AB3085.
- Barberizm Barbershop Anniversary: On March 16, Councilmember Duhart attended the seven-year anniversary celebration of Barberizm Barbershop.
- Hope After Tragedy Monthly Dinner: Councilmember Duhart invited the community out for a meal and meaningful conversation. This event is scheduled to be held on March 17 at 950 West Alondra Blvd beginning at 5:00pm. Attendees are asked to RSVP by March 12 at 310-605-5510.
- Townhall Meeting: Councilmember Duhart will be hosting a District 1 Townhall meeting on April 5 at Neighborhood Housing Services.
- Free Mammograms: On April 5, Neighborhood Housing Services will provide free mammograms to qualified participants from 9:00am to 5:00pm.
- Compton Run Club Wellness Thursdays: The Compton Run Club will host Wellness Thursdays at Centennial High School from 6:00pm to 8:00pm.
- Community Resource Fair: On April 9, Long Beach City College will be hosting this event to offer valuable support and connections for students and community members.
- Support for Local Economy: Councilmember Duhart encouraged everyone to eat, shop, and buy Compton to help create a safe, clean, and friendly City.
- Memorials: Councilmember Duhart requested the meeting be adjourned in memory of Willie Arnold, the father of Dion Arnold, who is the field representative for Assembly Member Mike Gipson.

Councilmember Spicer offered the following communications/announcements:

- Unhoused Tour: On March 22, City Pack and The Bridge Compton is hosting this event to support the unhoused community by distributing custom-designed backpacks containing hygiene items, food, water, and resources. Volunteers are needed to help with this initiative, which will take place from 1:00pm to 3:00pm. For more information email Councilmember Spicer's liaison at TSpears@comptoncity.org or call 310-386-6505.
- Talent Hunt: On April 5, Councilmember Spicer with the Tau Tau Chapter of the Omega Psi Phi fraternity will host this event at the Dollarhide Community Center. They are looking for poets, singers, dancers, and musicians to participate in this talent show, which includes a cash prize. The talent ambassador for the event will be Anthony Anderson. Those interested in participating should reach out to Councilmember Spicer's office.
- Family Day of Wellness: On April 12, Compton Wellness Collective will be hosting this event at Dollarhide from 10:00am to 4:00pm. This event will feature lunch, entertainment, sensory play, story time, and various family activities.
- Solutions for 2025 Health Fair: On May 3, a health fair focusing on reproductive health will be held at Dollarhide Community Center.

- **Work Training Program:** Councilmember Spicer informed the community about a work training program running from March 21 to May 1, in partnership with the Department of Economic Opportunity and his office. This free training program will prepare participants for civil service jobs, offering in-person pre-employment training, job application assistance, preparation for civil service exams, case management, and retention services. He noted that applicants should have at least one year of clerical experience and the ability to type 35 words per minute. Recipients of CalWorks, General Relief, CalFresh, those unemployed for six months or more, individuals experiencing homelessness or housing insecurity, former justice system-involved individuals, and veterans are eligible for certain services.

Councilmember Bowers offered the following communications/announcements:

- **Animal Wellness and Pet Pantry:** On March 28, Councilmember Bowers will be hosting a collaborative event with the Parks and Recreation Department, Michelson Found Animals and Tipped Ears. The Compton Animal Wellness and Pet Pantry will take place at Walter Tucker Park from 10:00am to 2:00pm. This free event will provide resources for pet owners, including spay and neuter services, microchipping, vaccinations, ID tags, pet food, and flea treatment. Pre-registration is required for spay and neuter services. Only the first 100 dogs and 100 cats will receive vaccinations. For more information contact Alicia Thompson at 310-605-5612.
- **Townhall Meeting:** On March 29, Councilmember Bowers will be hosting the District 3 First Quarter Townhall meeting at Burrell McDonald Park from 10:00am to 12:00pm.
- **Faith Community Church:** Councilmember Bowers highlighted the ongoing services at Faith Community Church located at 1136 S. Acacia. The church offers daily food giveaways, clothing assistance, and showers to those in need.
- **Woodlawn Cemetery Cleanup:** Volunteers are needed for grounds maintenance cleanup on April 19 at Woodlawn Cemetery located at 1715 West Greenleaf.
- **Compton Kids Club:** The Compton Kids Club provides the following classes: ballet, hip-hop, modeling, fashion design, photography, and social media training. Upcoming ballet classes for children ages 6 to 12 will be held at 1900 N. Long Beach Blvd. For additional information, residents can call 310-605-5612 or visit info@comptonperformingarts.org.
- **AB3085 - Street Racing:** Councilmember Bowers mentioned the recent passage of AB3085 on March 14 related to street racing. This legislation is expected to enhance the City's ability to address street takeovers, given that there is already an ordinance in place for vehicle confiscation.

Councilmember Darden offered the following communications/announcements:

- **Recognition & Events:** On March 13, Councilmember Darden hosted a townhall meeting at Kelly Park, which focused on traffic conditions on Alondra Boulevard following a tragic incident involving the fatality of a youth. On March 14, Councilmember Darden attended an event at Harbor Community College where Assemblymember Mike Gipson signed legislation aimed at improving local communities.
- **Prayer Breakfast:** On March 22, Compton First United Methodist Baptist Church will host a prayer breakfast in memory of former Councilmember Dr. Willie Jones. The guest speaker is Pastor Gary Williams. The breakfast ceremony will take place at 1025 S. Long Beach Blvd. Attendees are encouraged to RSVP by calling 310-639-0775.
- **Future Vision Board Event:** Councilmember Darden encouraged the community to attend this event scheduled to be held on March 22 at the Dollarhide Community Center from 10:00am to 1:00pm.
- **Quarterly Business Round Table:** Councilmember Darden will be conducting this event on March 27 at Dollarhide Community Center from 9:00am to 12:00pm.

- Bulky-Item Disposal Reminder: Councilmember Darden reminded residents that Republic Services offers exclusive waste and recycling collection. Residents should call Republic Services at least 48 hours in advance to schedule a special pickup at 800-299-4898.

Mayor Sharif offered the following communications/announcements:

- Support for Legislative Bills: Mayor Sharif expressed her gratitude to Assemblymember Mike Gipson and the governor for signing AB2984 and AB3085 into law.
- Recognition & Events: On March 14, Mayor Sharif attended the 78th Western Providence Council Public Meeting. On March 15, Mayor Sharif participated in the NCNW meeting at Citizens of Zion Church. On March 16, Mayor Sharif attended the seven-year anniversary celebration of Barberizm Barbershop.
- Community Clean-Up: On March 22, Mayor Sharif announced a collaborative partnership with Hub City Alphas and CUSD to host a Community Cleanup from 10:00am to 2:00pm starting in front of City Hall. Volunteers are asked to sign-up at 310-605-5662.
- Senior Spring Brunch: Mayor Sharif invited the senior community to participate in a Senior Spring Brunch on April 25 at Dollarhide Community Center from 10:30am to 1:30pm. Reservations can be made by visiting or calling Dollarhide at 310-605-5688. Space is available on a first-come, first-served basis.
- Memorials: Mayor Sharif adjourned the meeting in memory of Lynn Mellinger, a long-time Compton resident.
- Mayor Sharif thanked everyone for joining the meeting and sharing their thoughts.

ADJOURNMENT

On motion by Bowers, seconded by Duhart, the meeting was adjourned in memory of **Lynn Mellinger** and **Willie Arnold** at 7:17 p.m., by the following vote on roll call:

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

SATRA D. ZURITA CITY CLERK OF THE CITY OF COMPTON	EMMA SHARIF MAYOR OF THE CITY OF COMPTON
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June 10, 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
ESTABLISHING THE HOLIDAY SCHEDULE FOR CITY EMPLOYEES
FOR FISCAL YEAR 2025-2026**

SUMMARY

Adoption of the attached Resolution will establish the holiday schedule for City employees for Fiscal Year 2025-2026. This Resolution includes eligibility, accrual, and use of established holidays.

BACKGROUND

In accordance with Rule 7.5A of the City of Compton Personnel Rules & Regulations, City employees shall receive time off with pay on legal holidays as designated by the City Council. Full-time regular and probationary employees are eligible for full holiday pay. In addition, permanent part-time employees receive holiday pay for one-half of the scheduled holiday.

STATEMENT OF ISSUE

It is required that the City Council establishes the holiday schedule for City employees for Fiscal Year 2025-2026.

FISCAL IMPACT

The holiday schedule will have minimal financial impact.

RECOMMENDATION

It is recommended that the City Council adopt the attached Resolution establishing the holiday schedule for City employees for Fiscal Year 2025-2026.

**DONALD J. GRADY, SR.
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
ESTABLISHING THE HOLIDAY SCHEDULE FOR CITY EMPLOYEES FOR
FISCAL YEAR 2025-2026

WHEREAS, Rule 7.5A of the Personnel Rules & Regulations establishes provisions for granting legal holidays for City employees; and

WHEREAS, it is required for the City to post a holiday schedule for each fiscal year identifying the dates on which City offices will be closed.

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

Section 1. That the following holidays shall be established as legal holidays for City employees, as set forth herein:

<u>HOLIDAY</u>	<u>DATE HOLIDAY IS OBSERVED</u>
Independence Day	July 4, 2025* (Friday)
Labor Day	September 1, 2025 (Monday)
Admission Day	Floating Holiday
Veteran’s Day	November 11, 2025 (Tuesday)
Thanksgiving Day	November 27, 2025 (Thursday)
Friday after Thanksgiving	November 28, 2025* (Friday)
Christmas Day	December 25, 2025 (Thursday)
New Year’s Day	January 1, 2026 (Thursday)
Martin Luther King, Jr.’s Birthday	January 19, 2026 (Monday)
Lincoln’s Birthday	Floating Holiday
Washington’s Birthday (President’s Day)	February 16, 2026 (Monday)
Cesar Chavez’s Birthday	March 31, 2026 (Tuesday)
Cinco de Mayo	May 5, 2026 (Tuesday)
Memorial Day	May 25, 2026 (Monday)
Juneteenth	June 19, 2026* (Friday)
Employee’s Birthday	Floating Holiday

***Employees impacted by the 10/40 Alternative Work Schedule will use this day as a floating holiday**

Section 2. That the Employee’s Birthday holiday must be used within one year in which the birthday falls.

Section 3. That this holiday schedule is not applicable to sworn 56-hour Fire Suppression personnel who are eligible for compensation in lieu.

Section 4. That employees whose birthdays, vacation, or compensatory time off with pay falls on one of the holidays referenced above shall be entitled to another day off in accordance with the procedure established by the Department for use of paid leave benefits.

Section 5. That floating holidays accrued during Fiscal Year 2025-2026, with the exception of the Employee’s Birthday, must be utilized by June 30, 2026.

Section 6. That this holiday schedule is effective July 1, 2025, and shall continue to be observed as set forth in this Resolution, unless otherwise revised by action of the City Council.

Section 7. That a duly certified copy of this Resolution shall be delivered to the offices of each City Department and agency.

Section 8. 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

CITY OF COMPTON STAFF HOLIDAY SCHEDULE (FY 2025-2026)

Holiday	Date Observed	Notes
Independence Day	Friday, July 4, 2025	*Floating holiday for 10/40 schedule employees
Labor Day	Monday, September 1, 2025	
Admission Day	Floating Holiday	
Veteran's Day	Tuesday, November 11, 2025	
Thanksgiving Day	Thursday, November 27, 2025	
Friday after Thanksgiving	Friday, November 28, 2025	*Floating holiday for 10/40 schedule employees
Christmas Day	Thursday, December 25, 2025	
New Year's Day	Thursday, January 1, 2026	
Martin Luther King, Jr.'s Birthday	Monday, January 19, 2026	
Lincoln's Birthday	Floating Holiday	
Washington's Birthday (Presidents Day)	Monday, February 16, 2026	
Cesar Chavez's Birthday	Tuesday, March 31, 2026	
Cinco de Mayo	Tuesday, May 5, 2026	
Memorial Day	Monday, May 25, 2026	
Juneteenth	Friday, June 19, 2026	*Floating holiday for 10/40 schedule employees
Employee's Birthday	Floating Holiday	Must be used within one year of the employee's birthday

June 10, 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 ESTABLISH PURCHASE ORDERS WITH TOYOTA MATERIAL HANDLING SOLUTIONS, NEW HOLLAND SCOTT EQUIPMENT, QUINN COMPANY, SONSRAY MACHINERY AND CARSON TRAILER, INC. FOR THE ACQUISITION OF HEAVY EQUIPMENT FOR THE PUBLIC WORKS STREET MAINTENANCE DEPARTMENT IN AN AMOUNT NOT TO EXCEED FIVE HUNDRED EIGHTY THOUSAND DOLLARS (\$580,000)

SUMMARY

Adoption of this resolution will authorize the City Manager to establish purchase orders with Toyota Material Handling Solutions, Scott Equipment, Quinn Company, Sonsray Machinery and Carson Trailer, Inc. for the acquisition of heavy equipment for the Public Works Street Maintenance Department in an amount not to exceed Five Hundred Eighty Thousand Dollars (\$580,000).

BACKGROUND

The Public Works Department (Department) is tasked with maintaining and improving the City's infrastructure, including streets, sidewalks, storm drainage systems and other essential public facilities. To carry out these responsibilities efficiently and effectively, the Department relies on a fleet of heavy equipment such as excavators, loaders, dump trucks and other specialized machinery.

Many of the existing equipment units in the City's inventory have surpassed their useful service life and are experiencing frequent mechanical issues, resulting in increased maintenance costs and operational delays. This aging equipment hinders the Department's ability to respond promptly to service request, perform routine maintenance and execute improvement projects.

To address this issue, staff conducted an assessment of current equipment needs and identified several critical units that require replacement or acquisition. The new equipment will significantly enhance the Department's operational capacity, reduce maintenance downtime and support the City's efforts to deliver high-quality public services to the community.

STATEMENT OF THE ISSUE

The Department is seeking approval to purchase essential heavy equipment to enhance the department's ability to carry out routine maintenance, increase efficiency, enhance safety, reduce downtime and lower operational maintenance costs.

Over the past few years, the Department has encountered significant challenges with the reliability of its current equipment. Several machines and equipment have reached or exceeded their useful lifespan, leading to higher maintenance costs, frequent downtime and delays in delivery service.

In response to these challenges, a thorough evaluation was conducted to identify necessary equipment upgrades. Staff have obtained quotes from reputable vendors as outlined below:

Equipment Type	Vendor	Cost	Quantity
Forklift	Toyota Material Handling Solutions	\$43,492.00	1
	Elite Advantage	\$59,849.05	1
	Source4 Industries	\$46,199.00	1
Trailer	Carson Trailer	\$74,725.81	5
	Lowe's	\$14,490.00	5
	Tractor Supply	\$21,749.95	5
Trailer	Carson Trailer	\$11,241.98	2
	Lowe's	\$14,596.00	2
	Tractor Supply	\$16,529.98	2

The Department will use the Sourcwell purchasing program for additional equipment acquisitions. This program helps keep taxpayer dollars within the community while saving both time and money. The following equipment will be procured through Sourcwell:

Equipment Type	Vendor	Cost
Light Tower	New Holland Scott Equipment	\$16,267.63
Tractor/Loader	New Holland Scott Equipment	\$105,389.70
Small AG Loader	Quinn Company	\$158,560.27
Skid Steer w/attch.	Sonsray Machinery	\$168,981.03

Toyota Material Handling Solutions, New Holland Scott Equipment, Quinn Company, Sonsray Machinery and Carson Trailer, Inc. provided the most cost-effective quotes in comparison with the other vendors, and has the ability to provide the needed equipment promptly.

Additionally, Carson Trailer will manufacture custom trailers for the City at their facility. These trailers must be tailored to remain under a 10,000-pound GVWR (Gross Vehicle Weight Rating) to avoid requiring a special operator's license. Customization ensures the trailers are equipped with all necessary features for our operations while still meeting weight limitations to eliminate the need for additional licensing.

FISCAL IMPACT

The total estimated cost for purchasing the aforementioned equipment is Five Hundred Seventy-Eight Thousand Six Hundred Fifty-Eight Dollars and Forty-Two Cents (\$578,658.42). Funding for this purchase has been allocated in the Department's Fiscal Year 2024-2025 Budget from the following source:

<u>Account Code</u>	<u>Account Description</u>	<u>Amount</u>
1004-720-000-4300	Capital Outlay	\$578,658.42

Purchase orders will be established to each vendor as indicated below:

Vendor	Cost
Toyota Material Handling Solutions	\$43,492.00
New Holland Scott Equipment	\$121,657.33
Quinn Company	\$158,560.27
Sonsray Machinery	\$168,981.03
Carson Trailer, Inc.	\$85,967.79
Total	\$578,658.42

ALTERNATIVE

No other alternative is being proposed.

RECOMMENDATION

Staff recommends that the City Council approve the purchase of heavy equipment for the Public Works Street Maintenance Department.

MARCUS HARRIS
INTERIM STREET SUPERINTENDENT

**Staff Report – Resolution Authorizing Purchase Orders
Various Vendors – Purchasing Heavy Equipment
June 10, 2025, page 4**

APPROVED FOR FORWARDING:

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ESTABLISH PURCHASE ORDERS WITH TOYOTA MATERIAL HANDLING SOLUTIONS, NEW HOLLAND SCOTT EQUIPMENT, QUINN COMPANY, SONSRAY MACHINERY AND CARSON TRAILER, INC. FOR THE ACQUISITION OF HEAVY EQUIPMENT FOR THE PUBLIC WORKS STREET MAINTENANCE DEPARTMENT IN AN AMOUNT NOT TO EXCEED FIVE HUNDRED EIGHTY THOUSAND DOLLARS (\$580,000)

WHEREAS, the Public Works Street Maintenance Department (Department) is responsible for the maintenance and repair of essential City infrastructure, including streets, sidewalks, storm drains and other essential public facilities; and

WHEREAS, the Department requires heavy equipment such as excavators, loaders, dump trucks and other specialized machinery to perform daily operations efficiently; and

WHEREAS, the existing equipment has become outdated, cost-inefficient or inadequate to meet the current operational needs of the Department; and

WHEREAS, staff conducted an assessment of current equipment needs and identified several critical units that require replacement or acquisition; and

WHEREAS, staff have obtained quotes from reputable vendors as outlined below:

Equipment Type	Vendor	Cost	Quantity
Forklift	Toyota Material Handling Solutions	\$43,492.00	1
	Elite Advantage	\$59,849.05	1
	Source4 Industries	\$46,199.00	1
Trailer	Carson Trailer	\$74,725.81	5
	Lowe's	\$14,490.00	5
	Tractor Supply	\$21,749.95	5
Trailer	Carson Trailer	\$11,241.98	2
	Lowe's	\$14,596.00	2
	Tractor Supply	\$16,529.98	2

WHEREAS, the Department will use the Sourcewell purchasing program for the following equipment:

Equipment Type	Vendor	Cost
Light Tower	New Holland Scott Equipment	\$16,267.63
Tractor/Loader	New Holland Scott Equipment	\$105,389.70
Small AG Loader	Quinn Company	\$158,560.27
Skid Steer w/attch.	Sonsray Machinery	\$168,981.03

WHEREAS, Toyota Material Handling Solutions, New Holland Scott Equipment, Quinn Company, Sonsray Machinery and Carson Trailer, Inc. provided the most cost-effective quotes in comparison with the other vendors; and

WHEREAS, the total estimated cost for purchasing the aforementioned equipment is Five Hundred Seventy-Eight Thousand Six Hundred Fifty-Eight Dollars and Forty-Two Cents (\$578,658.42); and

WHEREAS, funding for this purchase has been allocated in the Department's Fiscal Year 2024-2025 Budget in Account No. 1004-720-000-4300; and

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

Section 1. That the City Manager is hereby authorized to establish purchase orders to Toyota Material Handling Solutions, Scott Equipment, Quinn Company, Sonsray Machinery and Carson Trailer Inc for the acquisition of heavy equipment for the Public Works Street Maintenance Department in a total combined amount not to exceed Five Hundred Eighty Thousand Dollars (\$580,000.00) from Account No. 1004-720-000-4300, Measure P Fund, Public Works Dept, Capital Outlay expense account.

Section 2. That the purchase orders will be established to each vendor as indicated below:

Vendor	Cost
Toyota Material Handling Solutions	\$43,492.00
New Holland Scott Equipment	\$121,657.33
Quinn Company	\$158,560.27
Sonsray Machinery	\$168,981.03
Carson Trailer, Inc.	\$85,967.79
Total	\$578,658.42

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



Toyota Material Handling Solutions
12012 Burke St
Santa Fe Springs, CA 90670-2676
Phone: 562-941-4155
<https://www.toyotamhs.com/>

To: City of Compton
458 S Alameda St
Compton, CA 90221-3204

Date: April 24, 2025
Quote No: 013082877

Attn: Debbie Buckner

Phone: 310-605-6232

We respectfully submit this quotation for the following NEW Toyota Internal Combustion Lift Truck (1 each):

Toyota...Proud to be the world's #1 forklift manufacturer!

TOYOTA MODEL 50-8FGCU25, Internal Combustion Lift Truck, quality engineered with the following specifications:

- Cushion Tires
- LP Gas Powered - UL Type "LP" Rating

This forklift is equipped with a 3-Way Catalytic Muffler System as standard equipment and conforms to current Federal EPA and California ARB regulations for off-road large spark ignited engines.

SYSTEM OF ACTIVE STABILITY™ (SAS)

Toyota's industry exclusive System of Active Stability (SAS) helps reduce lift truck instability by electronically monitoring and controlling various functions of the lift truck.

- **Active Control Rear Stabilizer:**
Various lift truck sensors simultaneously monitor vehicle speed, fork height, load weight, and vehicle yaw (or angular acceleration). Should the operator inadvertently place the truck in a potentially unstable lateral condition, the sensors trigger the SAS controller to activate the Active Control Rear Stabilizer to help reduce the likelihood of a lateral tip over. (Note: Does not apply to dual drive configured models)
- **Active Mast Function Controller (AMC):**
Should the operator inadvertently place the lift truck in a potentially unstable longitudinal condition, these same sensors trigger the SAS controller to activate the AMC, which limits forward tilt and/or tilt back speed to help reduce the likelihood of a longitudinal tip over.

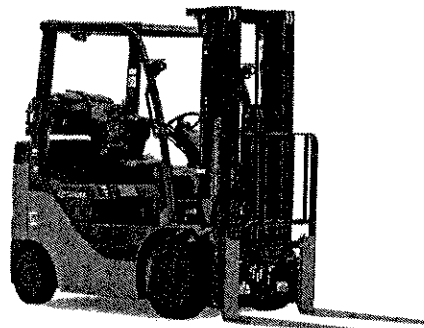


Photo may portray optional equipment not included in your quotation.

AUTOMATIC FORK LEVELING

Toyota's Automatic Fork Leveling feature increases productivity while reducing damage with a push of a button. By depressing the Automatic Fork Leveling button during forward tilt, operators are quickly and easily able to level the forks.

PREMIUM, 4-WAY ADJUSTABLE, FULL SUSPENSION SEAT WITH ORANGE, NON-CINCHING SEAT BELT

Investment	Price-Toyota Model 50-8FGCU25 as specified above:	\$39,271	Each
	Sales Tax:	\$4,221	Each
	Net Price:	<u>\$43,492</u>	Each

**Financing and
Maintenance**

Toyota Industries Commercial Finance has been providing effective finance solutions to customers since 1985. As Toyota Material Handling's captive finance partner, we are committed to offering customized financing solutions, tailored financing terms, unmatched industry experience, ultimate transparency, and an unparalleled understanding of your unique business needs. In addition, Full Maintenance and Planned Maintenance programs are available.

**Terms and Condi-
tions**

Payment: Net 10 days / Cash or Financed

Delivery: Will advise at time of order.

F.O.B.: Delivered

Prices are exclusive of any sales or use taxes now in force or which may be made effective in the future by any federal, state, or local governments.

Lease offerings subject to credit approval.

Performance and specifications stated are based on specific testing and operating conditions. Actual performance and specifications may vary based on application, option configuration, operating conditions, and environmental factors.

Some options and configurations may void UL.

PRE-SHIPMENT PRICE INCREASES

Seller may, on one or more occasions, increase the price of the ordered equipment, and customer shall pay the increased prices, if up to 30 days prior to date of shipment, (a) the U.S. Material Handling Equipment Producer Price Index ("MHEPPI") has increased four percent (4%) or more as compared to the MHEPPI as of the date of customer's proposal acceptance; or (b) the manufacturer of the equipment increases the price the seller pays the manufacturer for the ordered equipment due to any new or increased government fees, tariffs or duties. Price increases will correlate to, as applicable, the percentage increase in the MHEPPI or manufacturer price increase.

FONTANA, CA 92335

4/29/2025

SALESPERSON: Tony Lucia
OFFICE: (909) 822-2200
FAX: (909) 822-4850
CELL: (714) 809-6635

CUSTOMER:	City of Compton Public Works 458 Alameda St. Compton, CA 90221
CONTACT:	Marcus Harris
EMAIL:	mharris@comptoncity.org
OFFICE:	0
FAX:	0
CELL:	0



PRICES BELOW ARE GOOD FOR 10 DAYS

[illegible]

Date: _____ Signature/ Title: _____

SUBTOTAL	\$ 14,350.00
TAX	\$ 1,542.63
CREDIT CARD	\$ -
DMV REG	\$ 375
DEP / DN PYMT	\$ -
TOTAL	\$ 16,267.63





179674-01

Sep 13, 2024

CITY OF COMPTON
Attention: Account Payable
205 S WILLOWBROOK AVE
COMPTON, California 90220-3190

Attention: MAURICE WELLINGTON

Dear Sir,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

One (1) New Caterpillar Inc. Model: 908 Wheel Loader including standard and optional equipment as listed below.

Sourcewell #011723 - CAT

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Leo Jasso
Machine Sales Representative

One (1) New Caterpillar Inc. Model: 908 Wheel Loader including standard and optional equipment as listed below.

STANDARD EQUIPMENT

POWERTRAIN -- Emissions compliant, two options -- U.S EPA Tier 4 Final and EU Stage V* -- U.S. EPA Tier 3 and EU Stage IIIA** -- Cat C2.8 engine -- Diesel particulate filter (DPF)* -(Fit for Life) or exhaust muffler** -- Fuel, diesel, ultra low sulphur, -@ < 15 ppm (stage V)* -- Fuel, diesel, standard sulphur, -@ < 500 ppm (stage IIIA)** -- Hydrostatic transmission, 2 speed, -with inching function, shift on the go -- Powertrain mode, hystat -- Air cleaner, two stage filter, with in -cab audio/visual indicator on display -- Axles, heavy duty, frame mounted -- Drive shaft, maintenance free, -

ELECTRICAL -- Alternator, 100 amp sealed -- Battery, heavy duty, 12V, 90Ah&1000CCA -- Battery disconnect switch -

POWERTRAIN -sealed for life, universal joints -- Engine, auto idle shutdown, -ultra low idle, hibernation mode -- Engine oil, ECO drain tap and hose -- Fuel pump, priming (manual) with -water separator & drain port

HYDRAULICS -- Caterpillar HYDO Adv. 10 hydraulic oil -- Coupler/pin on attachment ready -- Demand cooling fan, hyd. driven -- Dead engine lower, lift valve, manual -- EH fully proportional controls -- Hydraulic pilot shut off switch, incab -- Hystat pump, infinitely variable, -- Implement valve, anti drift -and pressure compensated -- Joystick, single auxiliary roller -- Lift and tilt control -- Loader arm float function -- Motor, single drive with dedicated -implement and steering pumps -- Oil Sampling SOS ports, -

POWERTRAIN -with outboard planetary reduction -- Closed circuit breather -- Coolant, extended life, -36°C (-33°F) -

ELECTRICAL -- Cab mounted fuse panel -

OPERATOR ENVIRONMENT -- Digital with soft touch buttons, -fuel level, speed range, speedometer,

ELECTRICAL -- Lights, rear stop and turn, LED -- Lights, roading, front halogen -- Service port, electronic diagnostic,ET -- Product link

OPERATOR ENVIRONMENT -- ROPS/FOPS certified canopy/cab -- 12V power outlets, interior/exterior -- Pedals, brake/inching, accelerator -- Lever, parking brake -- Cup holders (2) -- CB radio clip, phone holder, -- Door release, internal (left/right) -- Hook, large, coat and hard hat -- Floormat, easy clean, raised pedals -- Mirrors, 2 external, 1 internal -- Steering wheel, spinner knob, horn -- Seat belt, orange, 51mm (2 in), -- Storage, cab (trays x3, seat pocket) -- Steering column, tilt adjusted -- Column mounted multi function -control: lights, roading, wipers, -self cancelling turn signals -- Quick coupler switch, in cab -- Display, analog and digital -- Gauges (2), hyd oil, engine coolant -service hour meter, service/maint info, -

OTHER STANDARD EQUIPMENT -fuel filler cap, nose cone, HVAC filters -- Machine lifting/tie down points -- Paint, E-Coat primer, gloss top coat -- Recovery hitch with pin

OPERATOR ENVIRONMENT -hyd/powertrain perf and aggr settings, -security passcode (multiple languages) -- Joystick, seat mounted, multifunction -- Forward/neutral/reverse, aux roller, -speed range, cont flow, diff lock, horn -- Right Arm rest, padded, multi height -- Seat, manual height adjust/suspension, -(cab) fabric, adjustable left arm rest -(canopy) vinyl, no left arm rest -- Cab -- Doors, (2), fixed glass -- Wipers, front/rear, full coverage -- Windshield, front single piece, -- Window, rear heated -- Radio ready, speakers and wiring -- Air vents, 4 screen, 7 directional -- Heating, mechanical control unit -- Sun Visor, solid, front full width -- Interior light (incandescent) -

OTHER STANDARD EQUIPMENT -- Cat optimized Z-bar loader linkage -- Fenders, front and rear -- Ground level daily service points

-- Loader arm safety brace -- Lockable engine enclosure/side access -

MACHINE SPECIFICATIONS

908 14A CWL AM-N DCA1	617-5912
FILTER, FUEL, ELECTRIC	569-2571
908 14A CWL AM-N/AM-S	572-7978
LIGHTS, ROAD, FN, LED, RH DIP	573-3910
KICKOUT, RTD, ROTARY SENSOR	573-3916
SEAT, DELUXE PLUS, AIR, HEAT	573-4006
RIDE CONTROL, STD LIFT	577-6051
COUPLER, SSL	577-6117
HYDRAULIC OIL, STANDARD	577-6969
CAB, DLX, 2 SLIDING WINDOWS	577-7154
MIRROR, EXT, STD	577-7161
FENDERS, STANDARD	579-9894
HITCH, REAR RETRIEVAL, STD	580-0511
KEYPAD 8, RIM PULL/CREEP CTL	580-0522
KEY START, PASSCODE SECURITY	580-0524
LIGHTS, CAB, STD, 4X LED	580-0532
ALARM, BACK UP	580-0537
HARNESS, WIRING, WT, SSL	580-0539
STORAGE, BOX WITH LOCK	580-0597
WEATHER, COLD START, 120V	580-6299
FAN, DEMAND, STD	581-4770
AIR CON, AUTO TEMP CONTROL	587-6908
SEAT BELT, 3"	594-7065
DOOR SWITCH + 2X USB POWER	596-4178
TRANS 25 MPH DIFF LOCK	597-1180
HYD, 3V, STD FLOW, STD LIFT	598-2562
DOOR STOP, CAB	600-3116
MIRROR INTERNAL, REAR VIEW	602-2788
ENGINE, C2.8, STAGE V	607-1279
AUX, STD FLOW, 3 VALVE	607-6811
LANE 2 ORDER	0P-9002
PREPARATION PKG-USA, ANSI	601-2045
PRODUCT LINK, CELLULAR PL243	636-6174
TIRES 405/70 R20,GY,POWERLOAD	617-3232
SERIALIZED TECHNICAL MEDIA KIT	421-8926
BEACON, MAGNET, LED, AMBER	561-0644
TOOL BOX, ENGINE BAY	602-5652
PACKING, LAST MILE PROGRAM	0P-4299
RUST PREVENTATIVE APPLICATOR	0G-3273
BUCKET-GP, 1.4 YD3, SSL, BOCE	569-6178

		178,527.00
Sub Total, Machine		178,527.00
Min Member Disc	23.0%	(41,061.21)
Machine / Option Price		137,465.79
Work Tools / Attachments		
Sub Total		3,965.00
Member Disc	23.0%	(911.95)
Work Tool / Attachments Price		3,053.05
<u>Customer Invoice</u>		
Machine / Option Price		137,465.79
Work Tool / Attachments Price		3,053.05
Pre-Tax Total		140,518.84
Pre-Prep Total		140,518.84
<u>Nondiscountable Items</u>		
Delivery		500.00
PDI		1,000.00
Machine Prep		600.00
Manuals, (1) set CD/DVD		1,200.00
Total		143,818.84

WARRANTY & COVERAGE

Standard Warranty: 12 MONTHS FULL MACHINE

SELL PRICE	\$143,818.84
NET BALANCE DUE	\$143,818.84
SALES TAX (10.25%)	\$14,741.43
AFTER TAX BALANCE	\$158,560.27

F.O.B/TERMS:

Accepted by _____ on _____

Signature

x 2



QUOTE

14800 S. Maple Ave.
 Gardena, CA 90248
 TEL (310) 516 - 1431
 FAX (310) 516 - 1531
 Gardena@carsontrailer.com

Sales Rep: RON

Date: 1/6/24

BILL TO

SHIP TO

mwellington@comptoncity.org

QTY	DESCRIPTION	PRICE	AMOUNT
1	LANDSCAPE 6.5' X 14' TANDEM 7K GVWR		\$4,166
1	EXPANDED METAL BOX		\$610
8	TOOL HOLDERS	\$29	\$232
1	SPRING ASSIST FOR RAMP		\$258
2	WEED EATER HOLDERS	\$111	\$222

NOTES: Approximate Delivery Date:

SUBTOTAL	\$5,488.00
DOC FEE	\$65.00
SALES TAX	\$569.18
TIRE FEE	\$7.00
LICENSE	\$47.00
TOTAL	\$6,176.18



QUOTE

14800 S. Maple Ave.
Gardena, CA 90248
TEL (310) 516 - 1431
FAX (310) 516 - 1531
Gardena@carsontrailer.com

Sales Rep: RON

Date: 4/25/25

BILL TO

SHIP TO

mwellington@comptoncity.org

QTY	DESCRIPTION	PRICE	AMOUNT
1	DT 7' X 14' TANDEM 10K GVWR		\$12,125
1	DROP SIDES W/ EXPANDED METAL PEN SIDE		\$3,334
1	TARP KIT		\$795
4	D-RINGS (RATED AT 6,000 LBS EACH)	\$94	\$367
1	4' X 7' RAMP GATE SPLIT PINED FOR DUMP OR USE AS RAMP		\$600

NOTES: Approximate Delivery Date:

SUBTOTAL	\$17,221.00
DOC FEE	\$65.00
SALES TAX	\$1,815.03
TIRE FEE	\$7.00
LICENSE	\$47.00
TOTAL	\$19,155.03

X 2



QUOTE

14800 S. Maple Ave.
 Gardena, CA 90248
 TEL (310) 516 - 1431
 FAX (310) 516 - 1531
 Gardena@carsontrailer.com

Sales Rep: RON

Date: 4/25/25

BILL TO

mwellington@comptoncity.org

SHIP TO

QTY	DESCRIPTION	PRICE	AMOUNT
1	DT 7' X 14' TANDEM 10K GVWR		\$12,125
1	DROP SIDES W/ EXPANDED METAL PEN SIDE		\$3,334
1	TARP KIT		\$795
4	D-RINGS (RATED AT 6,000 LBS EACH)	\$94	\$367
1	4' X 7' RAMP GATE SPLIT PINED FOR DUMP OR USE AS RAMP		\$600
1	4' HIGH RAISED WALLS; 2' DROP DOWN W/ EXP. METAL ON TOP OF 2'		\$1,316

NOTES: Approximate Delivery Date: 2 WEEKS

SUBTOTAL	18,537.00
DOC FEE	65.00
SALES TAX	1,953.21
TIRE FEE	7.00
LICENSE	47.00
TOTAL	\$21,609.21



14800 S. Maple Ave.
Gardena, CA 90248
TEL (310) 516 - 1431
FAX (310) 516 - 1531
Gardena@carsontrailer.com

QUOTE

Sales Rep: Ron Noguera

Date: 4/29/25

BILL TO

JSANDERS@COMPTONCITY.ORG

SHIP TO

QTY	DESCRIPTION	PRICE	AMOUNT
2	Standard Utility 7'x10'-2 7,000 GVWR	\$2,421	\$4,842
2	Extra Wide Body (82" in between fenders)	\$206	\$412
2	Electric Brakes with Emergency Breakaway System	\$441	\$882
2	Cone-holder Pipe	\$75	\$150
2	Heavy Duty Ramp Gate	\$515	\$1,030
2	Garage Spring Ramp Assist	\$258	\$516
2	Knife Edge on Ramp	\$50	\$100
12	Tie Down Loops	11ea	\$132
4	Light Enclosures for tail light	40ea	\$160
2	Adjustable Coupler (4-Hole)	\$346	\$692
2	Tool Box on Tongue	\$515	\$1,030
2	Black Color Frame		0

NOTES: Approximate Delivery Date: 2 Weeks

SUBTOTAL	\$9,946.00
DOC FEE	\$130.00
SALES TAX	\$1,057.98
TIRE FEE	\$14.00
LICENSE	\$94.00
TOTAL	\$11,241.98



11318 Norwalk Blvd.
Santa Fe Springs, CA 90670



DEVELON

KOBELCO

QUOTATION

DATE: 4/21/2025

SALESPERSON: Tony Lucia
OFFICE: (562) 777-0775
FAX: (562) 777-0166
CELL: (714) 809-6635

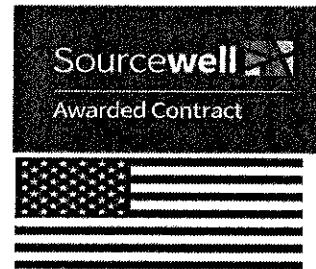
CUSTOMER: City of Compton Public Works
ADDRESS: 458 Alameda St
CITY, STATE, ZIP: Compton, CA 90221
CONTACT: Marcus Harris
EMAIL: mharris@comptoncity.org
OFFICE: (310)493-2012
FAX:
CELL:

PRICES BELOW ARE GOOD FOR 10 DAYS

QUANTITY	DESCRIPTION		UNIT PRICE	AMOUNT	
1	Stock #	S009459	Serial #	NPC767819	
	New Holland U80D Tractor Loader		\$	86,910.00	
	Open ROPS 3PT LDR AUX 19.5LX24, 10PR STD Rear Wheels, 12x16.5, 10PR lug tread Front Wheels, Standard Lights, Transport Protection, Three Point Hitch, Mechanical Suspension Vinyl Seat w/ armrests, 82" 4x1 Bucket w/Cutting Edge, Dual Tilt w/Holding Valve, Cold Start Dual Battery, Wheel Weights, Engine Block Heater, Light Front CWT, Std., Aux. Hydraulics & Controls, Additional Rear Counterweight, 4WD Drive Shaft Guard.			\$	86,910.00
	FINANCING AVAILABLE O.A.C				
1	Attachments				
	Description	Equip and/or Serial Number			
	Gannon Scraper Box	S010086	\$	8,250.00	
	1 YEAR FULL MACHINE WARRANTY				
	All Warranty is Performed at Scott Equipment Service Shop Travel Time Is Not Covered By Warranty				
Purchase Order # _____ Company: _____			SUBTOTAL	\$ 95,160.00	
Date: _____ Signature/ Title: _____			TAX	\$ 10,229.70	
			DMV	\$ -	
			Tire Fee	\$ -	
			DEP / DN PYMT	\$ -	
			TOTAL	\$ 105,389.70	







Sourcewell - Construction Equipment Contract

Contract Number: 11723-CNH-2

Contract Period: April 4, 2023 thru April 14, 2027 may extend for 1 additional year

Eligible Customers: All Sourcewell members in United States

Members Include: Government
Education (K-12 and higher)
Non-profit agencies

**States that have Adopted Sourcewell as their
term contract:**

Member #

New York PC6265	4652
Ohio State Contract 800924	956
Delaware GSS15750-Equip_HD	38542

Member list: https://sourcewell-mn.gov/contact/member_resources

Need to Join? <https://sourcewell-mn.gov/>

CONTRACT DETAILS

Contract Pricing	Specified discount off List Price/MSRP plus freight and setup and local delivery. Also surcharge but this must be placed on a separate line item. These discounts not allowed with wholesale discount. Can be used with Order Writing.
Lease/Demo Units	Dealers can offer Sourcewell members rental and demo equipment that has not been retailed <i>and comes with full warranty (less than 250 hrs) or pro-rated warranty if unit has over 250 hours</i> . The customer will receive the member discount and demo/lease discounts based on Rent for sale program rates less any service or clean up fees dealer would have incurred.
Third Party Items	Allowed. Third party equipment and/or accessories must be listed on individual line(s) below the contract items.
Trade-In	Allowed. The value is determined by the agency and the local dealer.
Payment	Contact your local dealer for payment options. New Holland accepts checks and Electronic Fund Transfers (pre-arrangements required for EFT).



Sourcewell - Construction Equipment Contract

New Effective Date 2/21/2024			PRICING
Construction Equipment/Ranges	Product Series	Discount off MSRP	Pricing Effective
Skid Steer Loader	L316 & L320V, L328, L334	35%	Current List Price
Compact Track Loader	C314, C327, C332, C337, C345, C362	32%	Current List Price
Tractor Loader Backhoe	B75D, B95D, B110D	35%	Current List Price
Tractor Loader	U80D	32%	Current List Price
Compact Wheel Loader	W50C, W80C	32%	Current List Price
Forklift	F50C	32%	Current List Price
Mini Track Loader	C314	35%	Current List Price
Small Articulating Loaders	ML12 ML12T ML15 ML22X ML23	35%	Current List Price
CRAWLER EXCAVATOR - MINI	E17C & E26C, E30C, E37C, E57C, E60C	32%	Current List Price



11318 Norwalk Blvd.
Santa Fe Springs, CA 90670

CUSTOMER: City of Compton Public Works
ADDRESS: 458 Alameda St
CITY, STATE, ZIP: Compton, CA 90221
CONTACT: Marcus Harris
EMAIL: mharris@comptoncity.org
OFFICE: (310)493-2012
FAX:
CELL:



DEVELON
KOBELCO

QUOTATION

DATE: 4/21/2025

SALESPERSON: Tony Lucia
OFFICE: (562) 777-0775
FAX: (562) 777-0166
CELL: (714) 809-6635

PRICES BELOW ARE GOOD FOR 10 DAYS

QUANTITY	DESCRIPTION		UNIT PRICE	AMOUNT
1	Stock # S009459	Serial # NPC767819 New Holland U80D Tractor Loader	\$ 86,910.00	\$ 86,910.00
	Open ROPS 3PT LDR AUX 19.5LX24, 10PR STD Rear Wheels, 12x16.5, 10PR lug tread Front Wheels, Standard Lights, Transport Protection, Three Point Hitch, Mechanical Suspension Vinyl Seat w/ armrests, 82" 4x1 Bucket w/Cutting Edge, Dual Tilt w/Holding Valve, Cold Start Dual Battery, Wheel Weights, Engine Block Heater, Light Front CWT, Std., Aux. Hydraulics & Controls, Additional Rear Counterweight, 4WD Drive Shaft Guard.			
	FINANCING AVAILABLE O.A.C			
	Attachments			
	Description	Equip and/or Serial Number		
1	Gannon Scraper Box	S010086	\$ 8,250.00	\$ 8,250.00
1 YEAR FULL MACHINE WARRANTY				
All Warranty is Performed at Scott Equipment Service Shop Travel Time Is Not Covered By Warranty				

Purchase Order # _____

Company: _____

Date: _____ Signature/ Title: _____



SUBTOTAL	\$ 95,160.00
TAX	\$ 10,229.70
DMV	\$ -
Tire Fee	\$ -
DEP / DN PYMT	\$ -
TOTAL	\$ 105,389.70

SCOTT EQUIPMENT

14635 VALLEY BLVD
FONTANA, CA 92335

CUSTOMER: City of Compton Public Works
458 Alameda St.
Compton, CA 90221

CONTACT: Marcus Harris
EMAIL: mharris@comptoncity.org

OFFICE: 0
FAX: 0
CELL: 0

DOOSAN



KOBELCO

QUOTATION

DATE: 4/29/2025

SALESPERSON: Tony Lucia
OFFICE: (909) 822-2200
FAX: (909) 822-4850
CELL: (714) 809-6635

SHIP VIA: F.O.B. FONTANA, CA

PRICES BELOW ARE GOOD FOR 10 DAYS

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	<i>Description Equip and/or Serial Number</i>		
1	Trime Towable LED Light Tower Tier 4 Final Diesel Engine Freight In	\$13,900.00 TBD	\$13,900.00 \$450.00
Free Delivery in LA County In Local So Cal Stock **FULL LINE OF PARTS, SERVICE & ON SITE SERVICE TRUCKS			

Purchase Order # _____ Company _____

Date: _____ Signature/ Title: _____



SUBTOTAL	\$ 14,350.00
TAX	\$ 1,542.63
CREDIT CARD	\$ -
DMV REG	\$ 375
DEP / DN PYMT	\$ -
TOTAL	\$ 16,267.63



Toyota Material Handling Solutions
12012 Burke St
Santa Fe Springs, CA 90670-2676
Phone: 562-941-4155
<https://www.toyotamhs.com/>

To: City of Compton
458 S Alameda St
Compton, CA 90221-3204

Date: April 24, 2025
Quote No: 013082877

Attn: Debbie Buckner

Phone: 310-605-6232

We respectfully submit this quotation for the following NEW Toyota Internal Combustion Lift Truck (1 each):

Toyota...Proud to be the world's #1 forklift manufacturer!

TOYOTA MODEL 50-8FGCU25, Internal Combustion Lift Truck, quality engineered with the following specifications:

- Cushion Tires
- LP Gas Powered - UL Type "LP" Rating

This forklift is equipped with a 3-Way Catalytic Muffler System as standard equipment and conforms to current Federal EPA and California ARB regulations for off-road large spark ignited engines.

SYSTEM OF ACTIVE STABILITY™ (SAS)

Toyota's industry exclusive System of Active Stability (SAS) helps reduce lift truck instability by electronically monitoring and controlling various functions of the lift truck.

- **Active Control Rear Stabilizer:**

Various lift truck sensors simultaneously monitor vehicle speed, fork height, load weight, and vehicle yaw (or angular acceleration). Should the operator inadvertently place the truck in a potentially unstable lateral condition, the sensors trigger the SAS controller to activate the Active Control Rear Stabilizer to help reduce the likelihood of a lateral tip over. (Note: Does not apply to dual drive configured models)

- **Active Mast Function Controller (AMC):**

Should the operator inadvertently place the lift truck in a potentially unstable longitudinal condition, these same sensors trigger the SAS controller to activate the AMC, which limits forward tilt and/or tilt back speed to help reduce the likelihood of a longitudinal tip over.

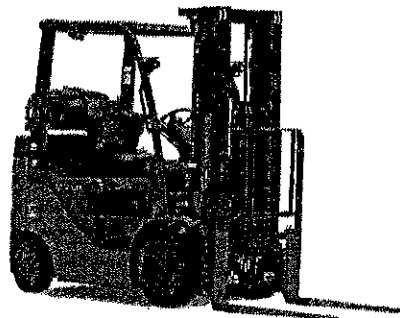


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AUTOMATIC FORK LEVELING

Toyota's Automatic Fork Leveling feature increases productivity while reducing damage with a push of a button. By depressing the Automatic Fork Leveling button during forward tilt, operators are quickly and easily able to level the forks.

PREMIUM, 4-WAY ADJUSTABLE, FULL SUSPENSION SEAT WITH ORANGE, NON-CINCHING SEAT BELT

Investment	Price-Toyota Model 50-8FGCU25 as specified above:	\$39,271	Each
	Sales Tax:	\$4,221	Each
	Net Price:	\$43,492	Each

**Financing and
Maintenance**

Toyota Industries Commercial Finance has been providing effective finance solutions to customers since 1985. As Toyota Material Handling's captive finance partner, we are committed to offering customized financing solutions, tailored financing terms, unmatched industry experience, ultimate transparency, and an unparalleled understanding of your unique business needs. In addition, Full Maintenance and Planned Maintenance programs are available.

**Terms and Condi-
tions**

Payment: Net 10 days / Cash or Financed

Delivery: Will advise at time of order.

F.O.B.: Delivered

Prices are exclusive of any sales or use taxes now in force or which may be made effective in the future by any federal, state, or local governments.

Lease offerings subject to credit approval.

Performance and specifications stated are based on specific testing and operating conditions. Actual performance and specifications may vary based on application, option configuration, operating conditions, and environmental factors.

Some options and configurations may void UL.

PRE-SHIPMENT PRICE INCREASES

Seller may, on one or more occasions, increase the price of the ordered equipment, and customer shall pay the increased prices, if up to 30 days prior to date of shipment, (a) the U.S. Material Handling Equipment Producer Price Index ("MHEPPI") has increased four percent (4%) or more as compared to the MHEPPI as of the date of customer's proposal acceptance; or (b) the manufacturer of the equipment increases the price the seller pays the manufacturer for the ordered equipment due to any new or increased government fees, tariffs or duties. Price increases will correlate to, as applicable, the percentage increase in the MHEPPI or manufacturer price increase.

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EKKO 42" Fork 4 Wheel Liquid Propane Forklift with 185" Lift and 10000 lb Load Capacity **EK50LP** 
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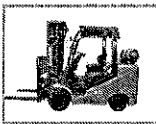
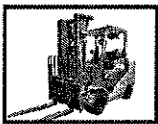


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EKKO 42" Fork 4 Wheel Liquid Propane Forklift with 185" Lift and 10000 lb Load Capacity EK50LP

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- Max Load Capacity: 10,000 lbs
- Mast: 91.9"
- Max Lift Height: 185"
- Engine Rated Power (HP/rpm): 63.2

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Fork 4	Lift	Lift	Lift	Lift	Lift
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Propane	Lift	Lift	Lift	Lift	Lift
Forklift	Lift	Lift	Lift	Lift	Lift
with	Lift	Lift	Lift	Lift	Lift
189-lb-	Lift	Lift	Lift	Lift	Lift
Lift and	Lift	Lift	Lift	Lift	Lift
7000 lb	Lift	Lift	Lift	Lift	Lift
Load	Lift	Lift	Lift	Lift	Lift
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<u>capacity</u>	<u>((/tool-</u>	<u>((/tool-</u>	<u>((/tool-</u>	<u>((/tool-</u>	<u>((/tool-</u>
<u>sku=EK</u>	<u>shop/pr</u>	<u>shop/pr</u>	<u>shop/pr</u>	<u>shop/pr</u>	<u>shop/pr</u>
\$34,57	<u>42-fork-</u>	<u>42-fork-</u>	<u>42-fork-</u>	<u>42-fork-</u>	<u>42-fork-</u>
	<u>liquid-</u>	<u>liquid-</u>	<u>liquid-</u>	<u>liquid-</u>	<u>liquid-</u>
	<u>propane</u>	<u>propane</u>	<u>propane</u>	<u>propane</u>	<u>propane</u>
	<u>4-</u>	<u>4-</u>	<u>4-</u>	<u>4-</u>	<u>4-</u>
	<u>wheel-</u>	<u>wheel-</u>	<u>wheel-</u>	<u>wheel-</u>	<u>wheel-</u>
	<u>forklift-</u>	<u>forklift-</u>	<u>forklift-</u>	<u>forklift-</u>	<u>forklift-</u>
	<u>solid-</u>	<u>solid-</u>	<u>solid-</u>	<u>solid-</u>	<u>solid-</u>
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	<u>tires-</u>	<u>tires-</u>	<u>tires-</u>	<u>tires-</u>	<u>tires-</u>
	<u>185-</u>	<u>185-</u>	<u>185-</u>	<u>185-</u>	<u>185-</u>
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	\$30,58	\$31,91	\$33,24	\$34,57	\$43,88

- Overview

Specifications

Reviews

Parts

Description

The EKKO EK50LP Liquid Propane 4 Wheel Forklift is designed to be used for all your material handling demands, warehousing, and distribution.

This unit is manufactured with high durable quality, Tier 4 EPA compliant with the Kubota engine and competitive pricing. **LP Tank Not Included**

Features

- Multifunction instrument panel - motoring for Safety and efficient operation
- Operator compartment- nonslip entrance step, wider access & leg room.
- Adjustable steering column limiting operator arm and shoulder fatigue.
- Excellent Operator visibility.
- Integral Heavy-Duty Chassis- ensuring driver protection

- Steer axle pivots to 80 degrees for tighter turning radius.
- Hydraulic controls

Specifications

- Drive Type: LPG
- Type of Operation: Propane
- Loading Capacity: 10,000 lbs
- Load Center: 24"
- Lift Height: 185"
- Wheelbase: 61.8"
- Service Weight: 16,250 lbs
- Tire Material: Pattern Cush. Tire
- Traction Pin Height: 11.2"
- Service Brake: Hydraulic Floor Pedal
- Overall Width: 55.9"
- Overall Length with Forks: 157"
- Overall Length without Forks: 109"
- Min Ground Clearance (At Mast): 4.3"
- Max Traveling Speed (loaded/unloaded): 10.5/11.2 mph
- Mast Overall Height: 91.9"
- Free Lifting Height: 44.3"
- Backrest Height (from the surface of the forks): 47.6"
- Fork Size: 48" x 5.9" x 1.97"
- Parking Brake: Mechanical Hand Lever
- Engine Mode: Kubota WG3800
- Engine Rated Power (HP/rpm): 63.2

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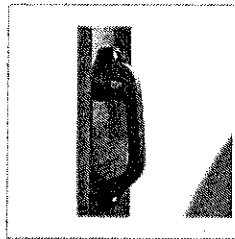
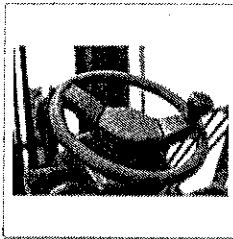
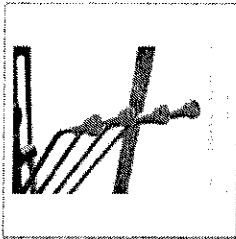
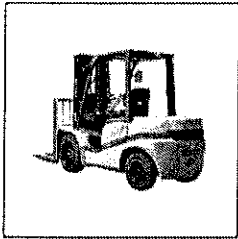
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EKKO LIFTS

 Spec Sheet

EKKO EK40D Diesel Forklift with Solid Pneumatic Tires - 8500 lb Capacity, 185in Lift



ONLY 1 LEFT

SKU: EK40D

\$46,199.00

- Capacity: 8500 lbs
 - Height: 185 inches lift
 - Solid pneumatic tires for rugged terrain
- Due to the weight of this item, a custom freight quote is required.
Please call 702-718-7391 ext 1 or email sales@source4industries.com

Est. Ship Date: Tuesday, May 27th

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DESCRIPTION

EKKO EK40D Diesel Forklift with Solid Pneumatic Tires

The EKKO EK40D Diesel Forklift is engineered to meet the rigorous demands of heavy-duty material handling across warehouses, loading docks, and industrial distribution environments. With an impressive 8,500 lb lifting capacity and a lift height of 185 inches, this diesel-powered unit delivers the strength and reliability required for intense operations.

Powered by a Tier 4 EPA-compliant Mitsubishi 4EG engine, the EK40D provides smooth, fuel-efficient performance while minimizing emissions. Designed with operator comfort in mind, it features an adjustable steering wheel, a multifunctional suspended seat for reduced vibration, and an impedance-composed muffler to lower sound output.

Equipped with Cascade side shift and a Shimadzu 4-way pre-plumbed valve, this forklift offers added functionality for precision control and efficient load handling. The solid pneumatic tires provide stability across rugged surfaces, making it ideal for both indoor and outdoor use.

Model	EK40D
Drive type	Diesel
Type of operation	Diesel

Load Capacity	LBS	8500
Load Center	in	24
Lift height	in	185
Wheelbase	in	70.8
Service Weight	LBS	11,519
Tire material		Solid Pneumatic Tire
Wheel		250-15-16PR/6.50-10-10PR
Service Brake		Hydraulic Floor Pedal
Overall width	in	52.9
Overall length with forks	in	157
Overall length without forks	in	112
Min ground clearance (at the mast)	in	4.7
Max traveling speed (loaded/unloaded)	mph	10.3/11.2
Mast Overall height	in	86.2
Free lifting height	in	37.9
Overall Height w/ forks lifted	in	234
Fork Size	in	42.1x5.9x1.9
Battery	V/ Ah	12/80
Engine Mode		Mitsubishi 4EG
Engine rated power	HP/rpm	Diesel: 49/2250



Order summary ▼

\$46,199.00

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Last name

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State
California



ZIP code

Phone



Shipping method

Enter your shipping address to view available shipping methods.

Expedited Shipping Options

For expedited shipping options, please contact us directly.

Phone: 702-718-7391 ext 1

Email: sales@source4industries.com

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All transactions are secure and encrypted.

 Credit card



+5

Card number



Expiration date (MM / YY)

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City of Compton
PUBLIC WORKS MAINTENANCE DEPARTMENT
458 S. Alameda St
Compton, CA 90221

May 21, 2025

From: Marcus Harris; Interim Public Works Street Superintendent

RE: Justification Letter Regarding Vendor CARSON TRAILER, INC

This correspondence is being submitted to inform the City with reason why purchasing trailers from Carson Trailer, Inc is in the best interest servicing customers. Carson Trailer, Inc is located in Gardena, CA 3 miles outside the city. They can provide services and items pertaining to custom trailer manufacturing, repair, training, parts and other safety equipment. It is an essential part of our city departments including Street Maintenance to have the ability to have the equipment which will allow the capacity and productivity. This purchase will allow staff the flexibility to drop-off or Carson Trailer, Inc to retrieve items promptly for repairs, purchase of parts and attachments.

Specifications Carson Trailer, Inc will be providing

	Custom	Gross Vehicle Weight Rating	SIZE	ADDITIONS
Carson Trailer, Inc	YES	10,000	7 ft x 14 ft	Tool Holders, Tarp Kit, Drop side walls
Lowes Home Improvement Center	NO	2,090	6.3 ft x 12 ft	None
Tractor Supply Company	NO	5,500	6.3 ft x 14 ft	None

Previously, Public Works Street Supervisor visited Carson Trailer, Inc as a potential equipment vendor for the purchase of trailer equipment. This vendor has a full service and repair department dedicated to repairing and maintaining all brands and styles of equipment. I am requesting funding to establish this account in effort to repair hazards on our roadways and walking paths; to remove debris. The repairing and cleaning of vehicular, and pedestrian travel ways is a vital component of infrastructure maintenance which includes the mitigation of liability while staying in concert with the Standard Construction Specifications. This vendor is located in the City of Gardena, CA and has been responsive to request including product knowledge and training at their facility.

Sincerely,

A handwritten signature in black ink, appearing to read "Marcus Harris", with a stylized flourish at the end.

MARCUS HARRIS
PUBLIC WORKS STREET MAINTENANCE SUPERVISOR



Garrison
TRAILER, INC.

**14800 S. Maple Ave.
Gardena, CA 90248
TEL (310) 516 - 1431
FAX (310) 516 - 1531
Gardena@carsontrailer.com**

Date: 1/6/24

SHIP TO

[illegible]

SUBTOTAL	\$5,488.00
DOC FEE	\$65.00
SALES TAX	\$569.18
TIRE FEE	\$7.00
LICENSE	\$47.00
TOTAL	\$6,176.18



QUOTE

14800 S. Maple Ave.
 Gardena, CA 90248
 TEL (310) 516 - 1431
 FAX (310) 516 - 1531
 Gardena@carsontrailer.com

Sales Rep: RON

Date: 4/25/25

BILL TO

mwellington@comptoncity.org

SHIP TO

QTY	DESCRIPTION	PRICE	AMOUNT
1	DT 7' X 14' TANDEM 10K GVWR		\$12,125
1	DROP SIDES W/ EXPANDED METAL PEN SIDE		\$3,334
1	TARP KIT		\$795
4	D-RINGS (RATED AT 6,000 LBS EACH)	\$94	\$367
1	4' X 7' RAMP GATE SPLIT PINED FOR DUMP OR USE AS RAMP		\$600

NOTES: Approximate Delivery Date:

SUBTOTAL	\$17,221.00
DOC FEE	\$65.00
SALES TAX	\$1,815.03
TIRE FEE	\$7.00
LICENSE	\$47.00
TOTAL	\$19,155.03

X 2



QUOTE

14800 S. Maple Ave.
 Gardena, CA 90248
 TEL (310) 516 - 1431
 FAX (310) 516 - 1531
 Gardena@carsontrailer.com

Sales Rep: RON

Date: 4/25/25

BILL TO

SHIP TO

mwellington@comptoncity.org

QTY	DESCRIPTION	PRICE	AMOUNT
1	DT 7' X 14' TANDEM 10K GVWR		\$12,125
1	DROP SIDES W/ EXPANDED METAL PEN SIDE		\$3,334
1	TARP KIT		\$795
4	D-RINGS (RATED AT 6,000 LBS EACH)	\$94	\$367
1	4' X 7' RAMP GATE SPLIT PINED FOR DUMP OR USE AS RAMP		\$600
1	4' HIGH RAISED WALLS; 2' DROP DOWN W/ EXP. METAL ON TOP OF 2'		\$1,316

NOTES: Approximate Delivery Date: 2 WEEKS

SUBTOTAL	18,537.00
DOC FEE	65.00
SALES TAX	1,953.21
TIRE FEE	7.00
LICENSE	47.00
TOTAL	\$21,609.21



What can we help you find?

- Shop All
- New Mylow
- Appliances
- Bathroom
- Building Supplies
- Flooring
- Lawn & Garden
- Lighting
-

Torrance Lowe's 10 PM 90501

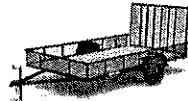


Prices, Promotions, styles, and availability may vary. Our local stores do not honor online pricing. Prices and availability of products and services are subject to change without notice. Errors will be corrected where discovered, and Lowe's reserves the right to revoke any stated offer and to correct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

Cart (5)

[Email Cart](#) [Empty Cart](#)

Delivery (5)



Carry-On Trailer - 6.3-ft x 12-ft Treated lumber Utility...

Item #1246044
Model #6X12GWHS16

-

5

+

\$2,898.00/ea

Details

[Save For Later](#)

Pickup Unavailable

\$14,490.00

Delivery to [90501](#)

Get it by Mon, Jun 16

Check out for scheduling.

Feedback

FREE & Easy Returns [View Returns Policy](#)

Lowest Price Guarantee [View Details](#)

Pickup & Delivery Options [View Details](#)

Order Summary



Item Subtotal (5)

\$14,490.00

Delivery 

\$79.00

Estimated Tax

Calculated in Checkout

Promo Code 

Estimated Total

\$14,569.00

Start Secure Checkout

Or

Checkout with Apple Pay



 Back to Top



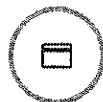
Ask Mylow



Contact Us &
FAQ



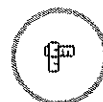
Order
Status



Lowe's Credit
Center



Gift Cards



Installation
Services



Lowe's App

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- Pickup, Shipping & Delivery
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- Recalls & Product Safety
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- Interest-Based Ads
- Your CA Privacy Rights
- Do Not Sell/Share My Personal Information
- Limit the Use of My Sensitive Personal Information
- Notice of Financial Incentive/Loyalty Programs

My Order

5 Items

\$21749.95

My Order (5 Items)



My Order

5 Items

\$21749.95

Subtotal

\$19,999.95

Sales Tax

\$1,750.00

[Add a Promo Code or Reward](#)

Total

\$21749.95

[Place Order](#)



Open a TSC Credit Card & Earn \$50 in Rewards† with Qualifying

Purchase of \$50*. Valid Thru 6/29/25.

[Apply Now](#)

[View Terms](#)



Join Neighbor's Club and earn points on purchases like this one. Join Now!

[Join Now](#)

Pickup Information (1 Item)

NORCO CA #1750

2195 Hamner Ave
Norco, CA 92860

Shipping To Store for pickup on a later date

Pickup Person

Email Address*

Phone Number*

First Name*

Last Name*

[Save and continue](#)

Payment

Complete steps above

Contact Preferences

Complete steps above



City of Compton
PUBLIC WORKS MAINTENANCE DEPARTMENT
458 S. Alameda St
Compton, CA 90221

May 21, 2025

From: Marcus Harris; Interim Public Works Street Superintendent

RE: Justification Letter Regarding Vendor CARSON TRAILER, INC

This correspondence is being submitted to inform the City with reason why purchasing trailers from Carson Trailer, Inc is in the best interest servicing customers. Carson Trailer, Inc is located in Gardena, CA 3 miles outside the city. They can provide services and items pertaining to custom trailer manufacturing, repair, training, parts and other safety equipment. It is an essential part of our city departments including Parks Maintenance division to have the ability to have the equipment which will allow the capacity and productivity. This purchase will allow staff the flexibility to drop-off or Carson Trailer, Inc to retrieve items promptly for repairs, purchase of parts and attachments.

Specifications Carson Trailer, Inc will be providing

	Custom	Gross Vehicle Weight Rating	SIZE	ADDITIONS
Carson Trailer, Inc	YES	7,000	7 ft x 10.2 ft	Tool Box, Cone Holder, Electric Brakes
Lowes Home Improvement Center	NO	7,640	6 ft x 10 ft	None
Tractor Supply Company	NO	10,000	6 ft x 14 ft	None

Previously, Parks Maintenance Supervisor and Lead Worker visited Carson Trailer, Inc as a potential equipment vendor for the purchase of trailer equipment. This vendor has a full service and repair department dedicated to repairing and maintaining all brands and styles of equipment. I am requesting funding to establish this account in effort to remove debris, hazards, homeless encampments and deliver materials to our parks and medians. The cleaning of homeless encampments in parks and pedestrian travel ways is a vital component of infrastructure maintenance which includes the mitigation of liability while staying in concert with the Standard Construction Specifications, Public Safety and sterilizing areas for youth and families during park use. This vendor is located in the City of Gardena, CA and has been responsive to request including product knowledge and training at their facility.

Sincerely,

A handwritten signature in black ink, appearing to read "Marcus Harris", written over a horizontal line.

MARCUS HARRIS
PUBLIC WORKS STREET MAINTENANCE SUPERVISOR



QUOTE

14800 S. Maple Ave.
Gardena, CA 90248
TEL (310) 516 - 1431
FAX (310) 516 - 1531
Gardena@carsontrailer.com

Sales Rep: Ron Noguera

Date: 4/29/25

BILL TO

SHIP TO

JSANDERS@COMPTONCITY.ORG

QTY	DESCRIPTION	PRICE	AMOUNT
2	Standard Utility 7'x10'-2 7,000 GVWR	\$2,421	\$4,842
2	Extra Wide Body (82" in between fenders)	\$206	\$412
2	Electric Brakes with Emergency Breakaway System	\$441	\$882
2	Cone-holder Pipe	\$75	\$150
2	Heavy Duty Ramp Gate	\$515	\$1,030
2	Garage Spring Ramp Assist	\$258	\$516
2	Knife Edge on Ramp	\$50	\$100
12	Tie Down Loops	11ea	\$132
4	Light Enclosures for tail light	40ea	\$160
2	Adjustable Coupler (4-Hole)	\$346	\$692
2	Tool Box on Tongue	\$515	\$1,030
2	Black Color Frame		0

NOTES: Approximate Delivery Date: 2 Weeks

SUBTOTAL	\$9,946.00
DOC FEE	\$130.00
SALES TAX	\$1,057.98
TIRE FEE	\$14.00
LICENSE	\$94.00
TOTAL	\$11,241.98

My Order

2 Items

\$16529.98

Subtotal

\$15,199.98

Sales Tax

\$1,330.00

My Order (2 Items)

2



2

My Order (2 Items)

2



2

My Order

2 Items

\$16529.98

Subtotal

\$15,199.98

Sales Tax

\$1,330.00

[Add a Promo Code or Reward](#)

Pickup Information (1 Item)

NORCO CA #1750

2195 Hamner Ave
Norco, CA 92860

Shipping To Store for pickup on a later date

Pickup Person

Email Address*

Phone Number*

First Name*

Last Name*

[Save and continue](#)

Total

\$16529.98

[Place Order](#)



Open a TSC Credit Card
& Earn \$50 in Rewards†
with Qualifying

Purchase of \$50*. Valid
Thru 6/29/25.

[Apply Now](#)

[View Terms](#)



Join Neighbor's Club
and earn points on
purchases like this one.

[Join Now](#)

Payment

Complete steps above

Contact Preferences

Complete steps above



What can we help you find?

Q

- Shop All
- Mylow ^{New}
- Appliances
- Bathroom
- Building Supplies
- Flooring
- Lawn & Garden
- Lighting
- O

Torrance Lowe's 10 PM 90501



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.

Cart (2)

[Email Cart](#) [Empty Cart](#)

Delivery (2)



Item #409669
Model #6X10DUMPLP10K

Details

—

2

+

\$7,298.00/ea

[Save For Later](#)

Pickup Unavailable

\$14,596.00

Delivery to [90501](#)

Get it by Thu, Jun 26

Check out for scheduling.

Feedback



FREE & Easy Returns [View Returns Policy](#)



Lowest Price Guarantee [View Details](#)



Pickup & Delivery Options [View Details](#)

Order Summary

Item Subtotal (2)	\$14,596.00
Special Fees ⓘ ▼	\$14.00
Delivery ▼	\$79.00
Estimated Tax	Calculated in Checkout

Promo Code ▼

Estimated Total	\$14,689.00
-----------------	-------------

Start Secure Checkout

Or

Checkout with Apple Pay



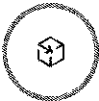
⬆️ Back to Top



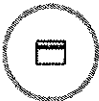
Ask Mylow



Contact Us &
FAQ



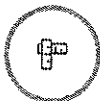
Order
Status



Lowe's Credit
Center



Gift Cards



Installation
Services



Lowe's App

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Privacy & Use

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ABOUT LOWE'S STORES & SERVICES CUSTOMER SERVICE CONNECT WITH US

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- Our Responsibilities
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- Lowe's Suppliers
- Safety Unites Us
- Lowe's Creators
- Lowe's Brands
- Lowe's Marketplace
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- Brand Directory
- Store Services
- Subscriptions
- DIY Workshops
- MyLowe's Rewards Program
- Resources for Pros
- MyLowe's Pro Rewards Program
- Site Directory
- Best Sellers
- Lowe's Rental
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- Rebates
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- Pickup, Shipping & Delivery
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- Limit the Use of My Sensitive Personal Information
- Notice of Financial Incentive/Loyalty Programs



WE MOVE MOUNTAINS

ARIZONA CALIFORNIA NEVADA OREGON WASHINGTON

CASE

10950 South Norwalk Blvd. • Santa Fe Springs • CA • 90670 TEL: (562) 903-7377

www.SonsrayMachinery.com

Ship To: Santa Fe Springs Store
10950 South Norwalk Blvd.
Santa Fe Springs CA 90670
Invoice To: CITY OF COMPTON
205 South Willowbrook Avenue
COMPTON CA 90220-3134

Santa Fe Springs
April 23, 2025
BP0007495

ktaylor-0531
310-605-6253
Purchase Order:

Sales Person: Kent Taylor

Attention: Marcus Harris

EQUIPMENT QUOTE/SALES ORDER

2025 CASE SV340B T4 FINAL	Serial #: JAFSV340HSM464964 Stock #:	\$74,344.14
	EQ0062478	

** Sourcewell Contract 011723-CNH (expires in April 2027) CITY OF COMPTON MEMBERS ACCOUNT # 21015
SOURCEWELL MEMBER DISCOUNT OF 22% OFF LIST PRICE. The price quoted is with the discount applied.
Specified discount off List Price/MSRP plus freight and setup and local delivery. Also
surcharge but this must be placed on a separate line item. **

Please note the Sourcewell contract number and account number must be on the PO.

NEW 2025 SV340B T4 FINAL
Eh2 Platinum Cab3
2 Speed E-H Controls
High Flow Plus Package
Air Ride Suspension Seat
Demo Front Door
E-H Cab LCD Display
Hydraulic Quick Coupler
English
Transport Protection

**** THE MACHINE QUOTED IS SUBJECT TO AVAILABILITY ****

**** THE INTEREST RATE QUOTED IS BASED ON CURRENT RATES. INTEREST RATE IS SUBJECT TO CHANGE, BASED ON THE FINANCIAL INSTITUTION ****

***Quote Expires 12 /30/2024 ***Financing Available on Approved Credit (OAC) ***Unit Based on Availability

*** QUOTED PRICE IS NOT GUARANTEED, AND SUBJECT TO MANUFACTURER'S PRICE INCREASES, INCLUDING ANY ADDITIONAL SURCHARGES ***

SONSRAY SIGNATURE SERVICE – A commitment to providing excellent service and care when you purchase a new piece of equipment from Sonsray Machinery.

NOTICE TO PURCHASER

Caution. Do not sign this contract before you thoroughly read both pages 1 and 2 of it or if it contains blank spaces, even if otherwise advised.

You are entitled to an exact and completely filled in copy of this Sales Order when you sign it. Keep it to protect your legal rights.

Store Manager signature required for final acceptance of Sales Order.

THIS AGREEMENT IS SUBJECT TO THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE. CUSTOMER HAS HAD THE OPPORTUNITY TO READ THE TERMS OF THIS AGREEMENT PRIOR TO SIGNING.

Purchaser's Signature _____

Sales Consultant BA

Date 4/22/25

Print Name _____

Date _____ Accepted By _____

Date _____

103030 COLD PLANER, 40"	\$38,096.58
100320 SG30 Stump Grinder	\$13,016.82
Factory Freight WITH LOAD AND FUEL FEE	\$7,500.00
Extended warranty. premier 60 Months or 5000 hours from the date of purchase.\$0 deductible. That is \$1.17an hour.	\$5,837.00
Water TANK kit.	\$2,625.00
FULL PDI FOR DELIVERY WITH FUEL AND DEF	\$1,638.00
INSTALL WATER KIT	\$1,595.00
07-9548 WIRING, 8PIN TO 7PIN ADAPTER	\$1,404.85
86619372 WATER SPRAY KIT	\$1,387.50
PDI, both attachments.	\$1,278.00
Delivery Freight TO CUSTOMER	\$ 950.00
2 119998 QD SET #62 BODT	\$ 906.22
Install solid tires.	\$ 695.00
102074 HOSE KIT 88"	\$ 614.43
WASH / DETAIL	\$ 250.00
Eln numbers	\$ 80.00
Quoted Price	\$152,218.54
Sales Tax 10.75%	\$16,363.49
Processing Fee	\$ 399.00
Cash Due or Finance Amount	\$168,981.03

1. This is a cash transaction. If the Purchaser so requests prior to acceptance, the Cash Due on Delivery may be financed as a time sale transaction, subject to credit approval. If this transaction becomes a time sale, Purchaser agrees (1) to make payments pursuant to the Sonosray Machinery Accounts Receivable System Agreement, which is incorporated into this Purchase Order by reference, and (2) that Seller retains a security interest in the goods described herein until all obligations of Purchaser are paid in full and discharged.
2. When trade-in equipment is not to be delivered to the Seller until delivery of the equipment purchased by this order, the trade-in equipment may be reappraised at that time and such reappraisal value shall determine the allowance made for such trade-in equipment. When the reappraised value is less than the original trade-in allowance shown on this form, the purchaser may terminate this order; however, this right of termination must be exercised prior to delivery of the equipment by Seller and surrender of the trade-in equipment to Seller.
3. The prices which Purchaser will pay for the new equipment set forth on the reverse side hereof shall be based upon the Case dealer price in effect on date of delivery of the new equipment. In the event Case dealer's price is changed prior to delivery, the purchase price shall be adjusted accordingly. If such price change results in an increase, purchaser has the option of cancelling the order in writing immediately on being notified thereof.
4. The Seller shall be excused if delivery is delayed or rendered impossible by differences with workmen, strikes, work stoppages, car shortages, delays in transportation, inability to obtain labor or materials and also by any cause beyond the reasonable control of Seller, including but not restricted to acts of God, floods, fire, storms, acts of civil and military authorities, war and insurrections.
5. Purchaser shall keep the property free of all liens, taxes, encumbrances and seizure or levy, shall not use same illegally, shall not damage, abuse, misuse, abandon or lose said property, shall not part with possession thereof, whether voluntarily or involuntarily or transfer any interest therein or remove same out of the county or filing district in which Purchaser resides as indicated herein without the prior written consent of Seller, shall keep said property insured in such amounts and with such insurer as may be acceptable to Seller with any loss payable to Seller as his interest in the property may appear.
6. Time is of the essence of this contract and if purchaser fails to comply with any of the terms and conditions hereof or defaults in the payment of any installment hereunder or under any renewal or renewals hereof, or in the payment of interest or defaults in the payment of any installment due under any other indebtedness of contract held by the Seller or Assignee, or if proceedings are instituted against Purchaser under any bankruptcy or insolvency law or Purchaser makes an assignment for the benefit of creditors or if for any reason the Seller deems himself insecure and so declares all payments heretofore made by Purchaser shall be retained by the seller and all indebtedness hereunder shall become immediately due and payable, with or without notice, together with all expenses of collection by suit or otherwise, including reasonable attorney fees and Seller may, without notice or demand, take possession of the equipment set forth on the reverse hereof, or any additions to, replacements of, or any proceeds from said equipment or may render the property unusable or Seller may require Purchaser to assemble the property and make it available at a place designated by Seller. Seller may resell the retaken property at public or private sale in accordance with the Uniform Commercial Code or applicable state or provincial law. After deducting reasonable expenses for retaking, repairing, holding, preparing for sale, other selling expenses including attorney fees and legal expenses, the remaining proceeds of sale shall be credited upon the amount of indebtedness remaining unpaid hereunder, and Purchaser agrees to pay any deficiency upon demand by Seller, any surplus, however, shall be paid to Purchaser. Said retaking or repossession shall not be deemed rescission of the contract. Seller may exercise any other rights and remedies provided by applicable law.
7. No waivers or modifications hereof shall be valid unless written upon or attached to this contract. Waiver or conditions of any breach or default hereunder shall not constitute a waiver of any other or subsequent breach or default. Payments received by Seller are to be applied first to delinquent interest and then to principal.
8. The remedies provided for herein are not exclusive and any action to enforce payment shall not waive or affect any of the holder's rights to have recourse to the property. The transfer of this contract shall operate to pass a security interest in the property as security for the payment hereof.
9. Any provision of this contract prohibited by the laws of any state, the United States, any province of Canada, shall be ineffective to the extent of such prohibition without invalidating the remaining portions of the contract.
10. Each maker, endorser, guarantor and surety hereon severally waives presentment, demand, protest, and notice of non-payment and all defenses of want of diligence in collection and bringing suit. This contract shall be binding upon and shall insure to the benefit of the parties hereto and their respective heirs, personal representative, successors, and assigns.
11. Buyer authorizes Seller to insert the Serial and/or model numbers of the goods set forth on the reverse side hereof for the purposes of identifying said goods. The seller may correct patent errors herein.

June 10, 2025

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: MUNICIPAL WATER DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT AND ESTABLISH PURCHASE ORDERS TO INFOSEND, INC. FOR DATA PROCESSING, PRINTING, AND MAILING SERVICES IN AN ANNUAL AMOUNT NOT TO EXCEED ONE HUNDRED NINETY-EIGHT THOUSAND DOLLARS AND ZERO CENTS (\$198,000.00) FOR FISCAL YEAR 2025 THROUGH 2028

SUMMARY

Adoption of this resolution will authorize the City Manager to execute an agreement with InfoSend, Inc. and approve a purchase order in an amount not to exceed **One Hundred Eighty Thousand Dollars and Zero Cents (\$180,000.00)** annually for data processing, printing and mailing services for Fiscal Years July 1, 2025 through June 30, 2026, July 1, 2026 through June 30, 2027, and July 1, 2027 through June 30, 2028, with the option to renew for two (2) additional years and authorize a ten percent (10%) contingency annually in the amount of **Eighteen Thousand Dollars and Zero Cents (\$18,000.00)**.

BACKGROUND

One of the ongoing goals of the Municipal Water Department (Department) is to enhance customer service efficiency while maintaining fiscal responsibility. The Department bills approximately 22,000 customers monthly for water and refuse collection services. Due to limited staffing and equipment, internal processing of utility billing preparation, printing, folding, and mailing is impractical.

To improve operational efficiency, the Department sought a qualified vendor to manage the processing of billing statements. On October 3, 2023, the Mayor and Council approved Resolution No. 25,912, which authorized an agreement to outsource billing with InfoSend, Inc.; that agreement is nearing expiration.

STATEMENT OF THE ISSUE

On March 5, 2025, the Department initiated a Request for Proposal (RFP) to continue outsourcing billing services. That RFP closed on April 3, 2025, with proposals received from seven vendors, listed as follows:

Vendor	Per Unit Cost	Status
360S2G	.16	Responsive bid

**Staff Report – Resolution Authorizing Agreement with InfoSend, Inc.
Data Processing, Printing and Mailing Services
June 10, 2025**

InfoSend, Inc.	.0327	Responsive/Responsible bidder
Springbrook Software	-	Disqualified – Missing “Exhibit A”
M. Hess Doxim	0.02	Responsive bid
Matrix Technical	0.091	Responsive bid
Ubeo	0.135	Responsive bid
Inland Resort	0.150	Responsive bid

Staff conducted a thorough review of all proposals and determined that InfoSend, Inc. offered fixed unit pricing, compatibility with the Department’s existing system software, and demonstrated reliability. As a result, InfoSend, Inc. was deemed the most responsive and responsible bidder.

Staff recommends entering into an agreement with InfoSend, Inc. for data processing, printing, and mailing services for Fiscal Years July 1, 2025 through June 30, 2026, July 1, 2026 through June 30, 2027, and July 1, 2027 through June 30, 2028, with the option to renew for two (2) additional years.

The monthly invoice amount may vary based on factors such as the number of billing statements, postage rates, envelope sizes, and optional services. The proposed annual cap of **One Hundred Eighty Thousand Dollars and Zero Cents (\$180,000.00)** is based on the prior 12 months’ average usage, adjusted for current postage rates. Staff recommends a ten percent (10%) contingency per year in the amount of **Eighteen Thousand Dollars and Zero Cents (\$18,000.00)** to cover potential Consumer Price Index (CPI) increases, optional services, and postage costs.

ALTERNATIVES

Staff does not recommend any alternatives.

FISCAL IMPACT

Funds, inclusive of a ten percent (10%) contingency in the amount of **One Hundred Ninety-Eight Thousand Dollars and Zero Cents (\$198,000.00)** will be allocated annually during the Department’s budget development process under the Printing and Duplicating - Outside Fund. Adjustments based on the Consumer Price Index (CPI) and optional services will be considered in future budgets.

<u>Account</u>	<u>Description</u>	<u>Amount</u>
5000-890-000-4217	Printing & Duplicating - Outside	\$198,000.00

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution, authorizing the City Manager to enter into an agreement with InfoSend, Inc. for Fiscal Years July 1, 2025 through June 30, 2026, July 1, 2026 through June 30, 2027, and July 1, 2027 through

**Staff Report – Resolution Authorizing Agreement with InfoSend, Inc.
Data Processing, Printing and Mailing Services
June 10, 2025**

June 30, 2028, with the option to renew for two (2) additional years. The agreement amount shall not exceed **One Hundred Eighty Thousand Dollars and Zero Cents (\$180,000.00)** annually, with an additional ten percent (10%) contingency amount of **Eighteen Thousand Dollars and Zero Cents (\$18,000.00)** authorized per year to cover potential increases in rising service and postage costs.

**JOSE GARFIAS
INTERIM WATER DEPARTMENT GENERAL MANAGER**

APPROVED FOR FORWARDING:

**WILLIE A. HOPKINS
CITY MANAGER**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT AND ESTABLISH PURCHASE ORDERS TO INFOSEND, INC. FOR DATA PROCESSING, PRINTING, AND MAILING SERVICES IN AN ANNUAL AMOUNT NOT TO EXCEED ONE HUNDRED NINETY-EIGHT THOUSAND DOLLARS AND ZERO CENTS (\$198,000.00) FOR FISCAL YEARS 2025 THROUGH 2028

WHEREAS, one of the ongoing goals of the Municipal Water Department (Department) is to enhance customer service efficiency while maintaining fiscal responsibility; and

WHEREAS, the Department bills approximately 22,000 customers monthly for water and refuse collection services; due to limited staffing and equipment, internal processing of utility billing preparation, printing, folding, and mailing is impractical; and

WHEREAS, an important component in operating more efficiently is to find a reliable and equally qualified company to perform services related to processing our utility billing statements, and InfoSend offers an innovative approach with flexible and secure solutions for organizations seeking outsourced data processing, printing, mailing and online communications; and

WHEREAS, the Department commenced the Request for Proposal (RFP) process on March 5, 2025, and it concluded on April 3, 2025, and during this time, we were able to garner responses from seven vendors that were interested in providing us with data processing, printing, and mailing services; and

WHEREAS, the vendors who submitted proposals are listed as follows:

Vendor	Per Unit Cost	Status
360S2G	.16	Responsive bid
InfoSend	.0327	Responsive/Responsible bidder
Springbrook Software	-	Disqualified – Missing “Exhibit A”
M. Hess Doxim	0.02	Responsive bid
Matrix Technical	0.091	Responsive bid
Ubeo	0.135	Responsive bid
Inland Resort	0.150	Responsive bid

WHEREAS, staff conducted a thorough review of all proposals and determined that InfoSend offered fixed unit pricing, compatibility with the Department’s existing system software, and demonstrated reliability; as such, InfoSend was deemed the most responsive and responsible bidder; and

WHEREAS, staff recommends entering into an agreement with InfoSend for data processing, printing, and mailing services for Fiscal Years 2025-2026, 2026-2027, and 2027-2028, with the option to renew for two (2) additional years; and

WHEREAS, the Department is unable to determine an approximate cost given the volume of billing statements, postage rates, envelope sizes, and optional services, therefore it is recommended to allocate **One Hundred Eighty Thousand Dollars and Zero Cents (\$180,000.00)** based on the prior 12 months’ average usage, adjusted for current postage rates; and

WHEREAS, staff recommends a ten percent (10%) contingency per year in the amount of **Eighteen Thousand Dollars and Zero Cents (\$18,000.00)** to cover potential Consumer Price Index (CPI) increases for rising service and postage costs; and

WHEREAS, this agreement does not have a fixed cost, as invoices fluctuate depending on the amount of regular billing statements, past due notices, envelope

amount and size, optional services features (i.e. electronic address updates, drop-shipped inserts) requested, postage rates, and professional services requested by the Department; and

WHEREAS, the Department requested an amount not to exceed **One Hundred Eighty Thousand Dollars and Zero Cents (\$180,000.00)**, which was derived from an average of the preceding 12 months' usage and the current postage cost; and

WHEREAS, staff is requesting a ten percent (10%) contingency, in the amount of **Eighteen Thousand Dollars and Zero Cents (\$18,000.00)** per year to cover potential increases for rising service and postage costs; and

WHEREAS, Funds in the amount inclusive of a ten percent (10%) contingency in the amount of **One Hundred Ninety-Eight Thousand Dollars and Zero Cents (\$198,000.00)** will be allocated annually during the Department's budget development process under the Printing and Duplicating - Outside Fund; adjustments based on the Consumer Price Index (CPI) and optional services will be considered in future budgets.

<u>Account</u>	<u>Description</u>	<u>Amount</u>
5000-890-000-4217	Printing & Duplicating - Outside	\$198,000.00

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

SECTION 1. That the proposal from InfoSend, Inc. is hereby accepted as the most responsive and responsible bid, and all other bids are hereby rejected.

SECTION 2. That the City Manager, on advice and approval of the Legal Division, is hereby authorized to execute an agreement with InfoSend, Inc. in the amount of **One Hundred Eighty Thousand Dollars and Zero Cents (\$180,000.00)** annually for data processing, printing, and mailing services for Fiscal Periods July 1, 2025 through June 30, 2026, July 1, 2026 through June 30, 2027, and July 1, 2027 through June 30, 2028, with an option to renew for two (2) additional years.

SECTION 3. That a ten percent (10%) contingency per year in the amount of **Eighteen Thousand Dollars and Zero Cents (\$18,000.00)** is authorized to cover potential Consumer Price Index (CPI) increases, optional services, and postage costs.

SECTION 4. That the City Manager is hereby authorized to establish a purchase order during Fiscal Periods July 1, 2025 through June 30, 2026, July 1, 2026 through June 30, 2027, and July 1, 2027 through June 30, 2028 to InfoSend, Inc. for an annual amount inclusive of a ten percent (10%) contingency not to exceed **One Hundred Ninety-Eight Thousand Dollars and Zero Cents (\$198,000.00)** for data processing, printing, and mailing services for the initial three-year term form Account No. 5000-890-000-4217, Water Enterprise Fund – Printing and Duplicating – Outside.

SECTION 5. That the City Manager is hereby authorized to establish a purchase order for Fiscal Periods July 1, 2028 through June 30, 2029 and July 1, 2029 through June 30, 2030 to InfoSend, Inc., with an annual amount inclusive of a ten percent (10%) contingency that will not exceed **One Hundred Ninety-Eight Thousand Dollars and Zero Cents (\$198,000.00)** for data processing, printing, and mailing services for the two-year renewal term form Account No. 5000-890-000-4217, Water Enterprise Fund – Printing and Duplicating – Outside.

SECTION 6. That a copy of this Resolution shall be filed in the offices of the City Manager, Legal Division, City Controller, City Clerk, and the Compton Municipal Water Department.

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

ADOPTED this _____ day of _____, 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 forgoing 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

InfoSend Master Service Agreement

This Master Service Agreement (“**Agreement**”) is entered into on _____ (the “**Effective Date**”) by and between City of Compton, a municipal corporation, having its main office at 205 South Willowbrook Avenue, Compton, CA 90220 (“**Client**”) and InfoSend, Inc., a California Corporation, having its main office at 4240 E. La Palma Avenue, Anaheim, California 92807 (“**InfoSend**”). Client and InfoSend are collectively referred to herein as the “parties” and individually as a “party.”

In consideration of the mutual promises and upon the terms and conditions set forth below, the parties agree as follows:

1 Definitions

For the purposes of this Agreement, the following terms and words shall have the meaning ascribed to them, unless the context clearly indicates otherwise.

1.1 “Affiliate” means, with respect to a party, any entity or person that, directly or indirectly, owns or is owned by (whether in whole or in part), controls or is controlled by, or is under common control with, such party.

1.2 “Agreement” shall refer to this Agreement, as amended from time to time, which shall constitute an authorization for the term of this Agreement for InfoSend to provide the Services, described herein, to the Client.

1.3 “User(s)” shall mean a customer or employee of Client accessing InfoSend hosted applications via the Internet. Users of the System will agree to accept all the terms and conditions herein, and may be issued a unique User ID and/or password by InfoSend or Client.

1.4 “Services” shall include the performance of the Services outlined in Section 2 and detailed in Exhibits A and C of this Agreement.

1.5 “System” shall include all InfoSend hosted data and software applications.

1.6 “Client Data” shall refer to all Client-supplied computer data files that contain personally identifiable information.

2 Services Provided by InfoSend

2.1 Scope of Services

Subject to the terms and conditions of this Agreement, InfoSend, itself and/or through its Affiliate(s), shall provide to Client, and Client shall purchase from InfoSend, the services listed in Exhibit A (“Scope of Primary Services”) to this Agreement at the price set forth in Exhibit B (“InfoSend Fees”). In the event Client requires other consulting, installation, development and/or customization services, InfoSend shall perform and Client

shall purchase such services in accordance with the provisions of Exhibit C (“Professional Services”) of this Agreement.

2.2 Professionalism

InfoSend and Client shall operate in a professional manner under this Agreement: in providing and receiving Services under this Agreement, the parties will perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession under similar circumstances.

2.3 Time of Performance of Services

InfoSend and Client acknowledge and agree that each party will use reasonable diligence to perform their respective obligations under this Agreement in a timely manner.

3 License Grant and Restrictions

3.1 Grant of License

InfoSend agrees to provide to Users the right to use software and the provision of Services, but in all cases only in full and complete compliance with all of the terms and conditions of this Agreement. Subject to the terms of this Agreement, InfoSend hereby grants, and Client hereby accepts, for the Term (as defined herein) of this Agreement, a non-exclusive, non-transferable license to access and use and to permit its Users to access and use the System via the Internet (the “License”).

3.2 License Restrictions

Client hereby agrees not to: (i) reproduce, download, modify, create derivative works from, distribute, or attempt to reverse engineer, decompile, disassemble, or access the source or object code for, the System; (ii) use the System, or any component thereof, in any manner contrary to applicable laws or government regulations; or (iii) otherwise affect or attempt to enable the unauthorized use (with or without User ID and/or password) of the System.

4 Privacy and Security

4.1 Regulatory Compliance

InfoSend will maintain compliance with required Payment Card Industry (PCI) Data Security Standards and Cardholder Information Security Standards, applicable rules and regulations of the Health Insurance Portability and Accountability Act (HIPAA), and applicable sections of the Gramm-Leach-Bliley Act of 1999.

5 Term & Termination

5.1 Term

The initial term of this Agreement shall commence on July 1, 2025 and continue through June 30, 2028. This Agreement will have an option to renew for two (2) additional year ("Renewal Terms") by written notice from the City of Compton. Either Client or InfoSend may provide the other party with at least sixty (60) days' written notice prior to the end of the current term.

5.2 Termination for Cause

This Agreement may be terminated for cause as follows:

(i) Material Breach

A material breach of this Agreement by either party shall be cured within thirty (30) days after a party notifies the other of such breach. For those breaches which cannot reasonably be cured within thirty (30) days, the breaching party shall promptly commence curing such breach and thereafter proceed with reasonable due diligence to substantially cure such breach (the "Cure Period"). In the event that such material breach has not been cured within the Cure Period, the non-breaching party may terminate this Agreement in its entirety, or as it pertains to a particular Product, Deliverable, Service or Professional Service, by providing the other party with thirty (30) days' written notice as of a date specified in such notice.

(ii) Failure to Pay

After sixty (60) days of nonpayment on undisputed invoices, InfoSend may, at InfoSend's option, terminate this Agreement in its entirety or as it pertains to a particular Product, Deliverable, Service or Professional Service, by giving written notice to Client, as of a date specified in such termination notice, pursuant to Section 6.3.

(iii) Insolvency or Bankruptcy

In the event that either party becomes or is declared insolvent or bankrupt, is the subject of any proceedings related to its liquidation, insolvency or

for the appointment of a receiver or similar officer for it, makes an assignment for the benefit of all or substantially all of its creditors, or enters into an agreement for the composition, extension or readjustment of all or substantially all of its obligations, then the other party hereto may, by giving written notice thereof to such party, terminate this Agreement as of the date specified in such notice of termination.

5.3 Upon Termination

Upon termination of this Agreement, the parties agree to cooperate with one another to ensure that all accounts receivable are accounted for. Upon termination, InfoSend shall cease all Services provided hereunder, unless otherwise directed by the Client in writing and assuming all client fees remain current. Upon termination, Client will promptly pay to InfoSend any and all charges due, without offset, including but not limited to payables that are due pursuant to this Agreement, accrued finance charges, and the Discontinuance Fee set forth below, where applicable.

5.4 Discontinuance Fee

The parties have mutually agreed upon the Fees for the Services to be provided hereunder based upon volumes Client has represented in Exhibit B, Section 2 and the Term of this Agreement. Because of the impracticable or extreme difficulty in ascertaining the actual damages to InfoSend that would result from a termination of the Agreement prior to the expiration of the then-current term, Client agrees to pay a discontinuance fee to InfoSend in the event that (i) Client terminates the Agreement without cause prior to the expiration of the then-current term; or (ii) the Agreement is terminated due to a breach by Client prior to the expiration of the then-current term.

The discontinuance fee will be equal to two (2) months of the Client's average monthly billing for the previous six (6) months of Service (excluding any postage charges and professional services fees that were invoiced in that time period). Client agrees to pay the discontinuance fee prior to the effective date of such termination and in addition to all other payables then due and owing to InfoSend. The parties agree that the amount of the discontinuance fee is a reasonable forecast of the just compensation for the harm to InfoSend caused by an early termination of this Agreement, and not a penalty.

5.5 Force Majeure

Neither party shall be liable, or deemed to be in default, to the other for any failure or delay in performing an obligation under this Agreement to the extent that its performance is delayed, impaired or rendered impossible by an event beyond its control ("Force Majeure Event") such as natural disasters, war, terrorist acts, riots, labor strikes or shortages, civil disturbances, extra-ordinary losses of utilities (including telecommunications services), computer "hacker" attacks on internet infrastructure, regulatory restrictions, change in law or regulation or other acts of government authority, including civil and military authorities and courts, fuel or energy shortages, transportation stoppages or slowdowns, the inability to procure parts or raw materials, pandemics, supply-chain issues which causes a substantial increase in costs or decrease in availability of materials necessary for InfoSend and/or its Affiliate(s) to perform services under this Agreement, and/or acts or omissions of common carrier. These causes will not excuse Client from paying previously accrued payables due to InfoSend through any available lawful means acceptable to InfoSend.

6 Invoicing and Payments

6.1 Invoicing

InfoSend will invoice Client monthly and Client will pay InfoSend the fees described in and/or computed in accordance with **Exhibit B (InfoSend Fees)**. Client payment of these invoices is due upon receipt in U.S. dollars and shall be paid NET 30 unless expressly agreed to by InfoSend.

6.2 Dispute of Invoice

Should Client dispute any invoices, it must do so in writing within sixty (60) days of the invoice date with specific details as to the matters in dispute or any dispute shall be deemed waived.

6.3 Late Payments

THIS SECTION HAS BEEN WAIVED

The recurring nature of InfoSend's Services result in a rapid rise in financial loss to InfoSend if a Client's accounts payable process is delayed, particularly when InfoSend is invoicing Client for postage charges. Therefore, InfoSend reserves the right to suspend Services until payments are brought current if past due account balances cannot be collected from Client. InfoSend's Accounting staff will notify Client in writing before Services are suspended and give Client an opportunity to bring the account current before Services are put on hold. Should a hold be

instigated, it will immediately be removed once the account is brought current.

7 Communications

7.1 Notices

Any notice hereunder must be in writing and sent by overnight courier service (such as FedEx or UPS), or USPS certified mail, all with delivery signature requested, to the other party hereto at the respective address set forth below:

To Client:

C/O (Department): _____

Address: _____

To InfoSend:

C/O: President

Address: 4240 E. La Palma Avenue

Anaheim, CA 92807

Notice shall be deemed to have been given and received one (1) business day after being sent via overnight courier service, or three (3) business days after being mailed by USPS certified mail. Each party may update its address or email address by providing written notice to the other party of such change in accordance with this section.

8 Confidentiality & Intellectual Property

8.1 Confidentiality

All information and data relating to Client's business, as well as all User information, submitted by Client to InfoSend and/or its Affiliate(s) under this Agreement shall be treated as confidential by InfoSend and shall not, except as required to perform the Services under this Agreement or otherwise required by law, be disclosed to any third party by InfoSend without Client's written consent. Notwithstanding anything to the contrary, the following shall not be deemed confidential: (a) information that is in the public domain through no fault of InfoSend or its Affiliate(s); (b) information that was known to InfoSend or its Affiliate(s) prior to disclosure by Client; or (c) information that is independently developed by InfoSend or its Affiliate(s) without use of or reference to Confidential Information. InfoSend shall promptly notify Client should InfoSend be served with a summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, requests for admission, or other discovery request or court order (a "Request to Disclose") from any third party regarding this Agreement,

the Services performed under this Agreement, and/or seeking such information or data. Client shall be responsible to timely make appropriate objections to any Request to Disclose.

Client will not disclose to any third party or use for any purpose inconsistent with this Agreement any confidential or proprietary non-public information it obtains from InfoSend during the term of this Agreement about InfoSend's business (the "Confidential Information"), which Confidential Information shall include InfoSend's operations, financial condition, technology, systems, suppliers, clients or prospective clients, marketing data, plans, pricing, and models, or personnel, unless required by applicable law. Client will ensure that its employees and agents similarly abide by the requirements hereof. Client will promptly notify InfoSend of its receipt of a Request to Disclose and Confidential Information, and InfoSend shall be responsible to timely make appropriate objections thereto.

InfoSend, and its licensors, where applicable, owns all rights, title and interest, including all related Intellectual Property Rights, in and to InfoSend technology, the content and the Services. The InfoSend name, the InfoSend logo, and the product names associated with the Service are trademarks of InfoSend or third parties, and no right or license is granted to use them.

9 Representations & Warranties

9.1 InfoSend Representations and Warranties

InfoSend represents and warrants that it has the legal power and authority to enter into this Agreement and that Services will be provided in a professional and workmanlike manner.

InfoSend warrants that the Services will materially perform the functions that the Client has selected under normal use and circumstances and that InfoSend shall use commercially reasonable measures to protect Client Data to the extent that it retains such data in the operation of the Services. Provided that Client gives InfoSend written notice of failure to meet the foregoing warranty within sixty (60) days following delivery of any Services, or as otherwise specified in a Statement of Work ("SOW"), InfoSend warrants that it will use commercially reasonable efforts to correct any Services that fail to comply with the foregoing warranty. If there is no notice by Client within sixty (60) days following delivery of any Services, or as otherwise specified in a Statement of Work

("SOW"), it shall be deemed Client has accepted the Services and waived any claims to the otherwise.

9.2 Client Representations and Warranties

Client represents and warrants that it has the legal power and authority to enter into this Agreement and provide to InfoSend all information and data necessary for InfoSend to perform the Services. Client further warrants that it will comply with all laws, regulations, and compliance requirements applicable to Client's and User's activities covered by this Agreement.

9.3 Warranty Disclaimer

Except as expressly set forth in Section 9.1 above, InfoSend disclaims all other representations or warranties, express or implied, made to Client or any other party, including without limitation, any warranties regarding quality, suitability, merchantability, fitness, for a particular purpose or otherwise of any services or any good provided incidental to the Services provided under this Agreement, to the extent permitted by applicable law.

InfoSend and its licensors and payment processors do not represent or warrant that (i) the use of the Services will be uninterrupted or error-free, or operate in combination with any other hardware, software, system or data; or (ii) the Services will not delay in processing or paying to the extent such delay is caused by things outside the control of InfoSend. Services may be subject to the limitations, delays, and other problems inherent in the use of the Internet and electronic communications. InfoSend is not responsible for any delays, delivery failures, or other damage resulting from such problems.

In performing the Services, InfoSend is responsible for producing for print or online display the content that Client provides to InfoSend. InfoSend is not responsible for reviewing the content for spelling or typos, nor is InfoSend responsible for verifying the accuracy or legality of the content. It is Client's sole responsibility to verify that the content that InfoSend's applications will produce on Client's behalf is appropriate for distribution.

9.4 Inbound Communication Services Disclaimer

InfoSend Inbound Communication services are intended to receive communications and data from clients to facilitate the performance of InfoSend Services. While the inbound services have been created with certain available tools and practices, they are dependent on infrastructure that is inherently not fail-proof, including but not limited to infrastructure such as United States Postal Service

("USPS") delivery standards, software, computer hardware, network services, telephone and SMS services, and email. Examples of situations that could cause failure include but are not limited to: USPS failure to deliver, down phone lines, all lines busy, equipment failure, email address changes, and Internet service disruptions. Client acknowledges that it is aware of the potential hazards associated with using such infrastructure and will be responsible for ensuring InfoSend is in receipt of any communication or data destined for InfoSend. Client releases InfoSend from any and all liability that results from an unsuccessful communication or data transfer to InfoSend, one which does not produce a confirmation receipt from InfoSend.

9.5 Outbound Services Disclaimer

InfoSend Outbound Communication services are intended to create additional methods of communication for clients in support of existing processes. These services are not intended to replace all interaction with clients' end users or employees. While the outbound services have been created with certain available tools and practices, they are dependent on infrastructure that is inherently not fail-proof, including but not limited to infrastructure such as United States Postal Service ("USPS") delivery standards, software, computer hardware, network services, telephone and SMS services, and email. Examples of situations that could cause failure include but are not limited to: USPS failure to deliver, down phone lines, all lines busy, equipment failure, email address changes, and Internet service disruptions. For this reason, while outbound services are valuable in providing enhanced communication, they are specifically not designed to be used as the sole method to deliver critical messages. Client acknowledges that Client is aware of the potential hazards associated with relying on an automated outbound service feature when using InfoSend services. Client agrees that it is giving up in advance any right to make any claim against InfoSend, and that Client forever releases InfoSend from any and all liability caused by (a) any failed USPS delivery; (b) any failed email delivery; (c) any failed SMS or call attempts (including excess of calls over and above network or system capacity), incomplete calls, or any busy-outs; or (d) any failure to transmit, obtain or collect data from callers or for human and machine errors, faulty or erroneous input, inarticulate caller communication, caller delays or call lengths exceeding estimated call lengths or omissions, delays and losses in connection with the Services provided hereunder. Such release shall include instances where Client, Client's employees, or Client's end user suffer injury or damage due to the failure of outbound services

to operate, even though InfoSend may know or suspect what or how extensive those injuries or damages might be, unless such losses were directly attributable to InfoSend's gross negligence or willful misconduct.

10 Insurance

10.1 InfoSend's Insurance Provisions

InfoSend will maintain the following minimum insurance levels during the Initial Term of this Agreement and any Renewal Terms:

- Commercial General Liability coverage in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in aggregate.
- Automobile Liability Insurance coverage in the amount \$1,000,000.00 per occurrence.
- Umbrella Liability Insurance in the amount of \$5,000,000.00 per occurrence and in aggregate.
- Worker's Compensation Insurance with at least the minimum coverage amounts required by law.
- Errors & Omissions Insurance with a \$5,000,000.00 coverage limit.

11. Indemnification & Limitation of Liability

11.1 Indemnification

InfoSend is a service provider. As such, Client acknowledges that data processing involves the risk of human and machine errors and that InfoSend shall not be liable for any errors, omissions, delays or losses.

InfoSend will not be responsible for actions, omissions or delays to Services resulting from incomplete, late or faulty data and/or instructions transmitted by Client. Client shall indemnify, defend and hold InfoSend and InfoSend's Affiliate(s) harmless from any and all claims, damages, awards, costs, fees, expenses, interest, and penalties related to or arising from Client's breach of any provision of this Agreement, any unlawful conduct of Client, and/or any event beyond the reasonable control of InfoSend or its Affiliate(s), including, without limitation, (a) failures or limitations on the availability of third-party telecommunications or other transmission facilities; (b) Client failure to maintain security or confidentiality of data or access credentials; and/or (c) violation of any applicable laws, regulations or industry standards.

11.2 Limitation of Liability

In no event shall InfoSend, or its Affiliate(s) be liable for indirect, special or consequential damages even if InfoSend has been advised of the possibility of such

potential claim, loss or damage. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies. The aggregate liability of InfoSend and its Affiliate(s) arising from or relating to this Agreement for any claim shall be limited to the fees that InfoSend received from Client in the preceding twelve (12) months prior to the accrual of the claim.

12 General

12.1 Independent Contractor

Client and InfoSend agree and understand that the relationship between both parties is that of an independent contractor. No joint venture, partnership, employment or agency relationship exists between Client and InfoSend as a result of this Agreement or use of the Service.

12.2 Governing Law

This Agreement shall be governed by the substantive laws of the state of California without regard to the choice or conflicts of law provisions of any jurisdiction.

12.3 Entire Contract; Amendment

This Agreement (including its Exhibits) contains the entire agreement between the Parties with respect to its subject matter and supersedes all other prior and contemporaneous contracts and understandings between the Parties, whether oral or written. Modifications or changes to this Agreement, other than as specified at Exhibit B, must be in writing and executed by the parties.

12.4 Severability

If a word, sentence or paragraph herein shall be declared illegal, unenforceable, or unconstitutional, the said word, sentence or paragraph shall be severed from this Agreement, and this Agreement shall be read as if said word, sentence or paragraph did not exist.

12.5 Assignment

This Agreement may not be assigned by either party without the prior written approval of the other party, unless it is being assigned to (i) a parent or wholly owned subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

12.6 Survival

All of the terms of this Agreement which by their nature extend beyond the expiration or termination of the Agreement, including but not limited to indemnification

obligations, payment obligations, confidentiality obligations and limitations of liability, shall survive expiration or termination of the Agreement and remain in full force and effect.

12.7 Attachments

The following documents are attached hereto as Exhibits, and are incorporated by reference in their entirety:

Exhibit A: Scope of Primary Services

Exhibit B: InfoSend Fees

Exhibit C: Professional Services

12.8 Cooperative Agreement (“Piggybacking”)

A government agency wishing to utilize the provisions of this Agreement by entering into a cooperative purchase agreement will be responsible for issuing its own purchase documents and making any and all payments relative to its agreement. Any participating government agency is responsible for obtaining its own certificates of insurance and any required performance bonds. Pricing for a cooperative purchase agreement will be determined by InfoSend and the government agency and will not automatically carry over from this Agreement.

Client makes no guarantee to other government agencies that may utilize the provisions of this Agreement. By utilizing the provisions of this Agreement, the participating government agency agrees to hold Client harmless from all claims, demands, or actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the utilization of the provisions of this Agreement. Client makes no guarantee to InfoSend that any other government agency will make use of the provisions of this Agreement.

[SIGNATURE PAGE FOLLOWS]

Agreement is entered into by and between:

InfoSend, Inc..

VENDOR

Dated: _____

By _____

Russ Rezai, President

InfoSend, Inc.

CITY OF COMPTON

Recommended for Approval by:

Dated: _____

By _____

Willie A. Hopkins, City Manager

Approved as to form:

By _____

Legal Division

Dated: _____

ATTEST:

Dated: _____

By _____

Satra D. Zurita, City Clerk

Exhibit A - Scope of InfoSend Primary Services

This Exhibit A is an integral part of and is subject to the terms and conditions of the Master Service Agreement (the “**Agreement**”) between InfoSend, Inc. (“**InfoSend**”) and City of Compton (“**Client**”). This Exhibit A provides the Services which InfoSend, and/or its Affiliate(s), shall deliver to Client to permit Client’s customers (“**Users**”) to use the products and services to view and pay their bills. To the extent that any term is not expressly defined herein, it shall have the meaning set forth in the Agreement.

Client will select one or more of InfoSend’s Primary Services from the list below by checking the box next to the Primary Service name. Any Primary Services not selected prior to the execution of this Agreement can be added at a later date via an Agreement Amendment.

☒	Data Processing, Printing and Mailing Service (“DPPM Service”): During the term of this Agreement, InfoSend will provide data processing, printing and mailing services. The Service consists of processing data, printing documents, mail preparation, applying postage (where applicable) and sending via the United States Postal Service. Document types include but are not limited to bills, postcards and letters.
☐	eBusiness Services (the “eBusiness Services”): During the term of this Agreement InfoSend will provide eBusiness Services. These services can include presenting bills online and/or accepting and reporting payment transaction information to facilitate ACH and/or credit card payments via web, Interactive-Voice-Response (IVR), SMS, or Bank Billpay (e-Lockbox).

Section 1. Data Processing, Printing and Mailing (DPPM) Service Description

A. Data Transfer and Processing

- Client to transmit data to InfoSend in an agreed upon format. Should Client make changes to data file format after initial setup is complete, it agrees to pay for the professional services required to accommodate the new file format. See Exhibit C – Professional Services – for information on initial setup and ongoing programming changes.
- Client will monitor transfer confirmation emails to ensure InfoSend is in receipt of the data. Client acknowledges that InfoSend will not be responsible or liable for any transferred data which does not result in a confirmation receipt to Client.
- A File Transfer Report will be emailed to the Client representatives who have opted-in to this email. A copy of this report is also available to download from the InfoSend website.
- Client will have access to an online Job Tracking application that shows the progress of each file as it is processed and becomes a batch of documents to be printed and mailed. Client can see both the original input file name and the InfoSend-assigned “Job Code”.
- InfoSend will process the mailing addresses and perform the following functions:
 - Apply CASS-certified address validation
 - Comply with USPS requirements to obtain pre-sort automation rates for qualified client mail pieces
 - Stay current with all USPS regulations required to mail presorted first-class mail
- InfoSend will optionally provide proofs of the final print-ready PDF files to Client to be reviewed and approved before printing begins (if requested).

B. Document Printing and Mailing

- Batches are printed by InfoSend using a high-speed production process onto the agreed upon forms.
- Printed documents are put through a quality control process and then released to the mailing department to be inserted into outgoing envelope. A return envelope and any applicable inserts are included as defined by client workflow.
- After a batch of mail is completed in InfoSend’s system it will be marked as such in the online Job Tracker and a Process Confirmation Report will be emailed to the Client representatives who have opted-in to this email. A copy of this report is also available to download from the InfoSend website.

Exhibit B - InfoSend Fees

This Exhibit B is an integral part of and is subject to the terms and conditions of the Master Service Agreement (the “**Agreement**”) between InfoSend, Inc. (“**InfoSend**”) and City of Compton (“**Client**”). This Exhibit B provides the Fees which InfoSend shall bill to Client in exchange for Services. To the extent that any term is not expressly defined herein, it shall have the meaning set forth in the Agreement.

Section 1. Price Escalations to InfoSend Fees

InfoSend reserves the right to increase InfoSend Fees on an annual basis starting with the first anniversary of the Effective Date to account for increases in the cost of materials, labor, and other overhead. The Client will be notified, in writing, at least thirty (30) days prior to such price increase. An amendment to the Agreement will not be required if the Fees are changed, unless other terms or conditions of the Agreement have changed. Postage fees can change at any time per USPS regulations and do not require an amendment to the Agreement.

Additionally, if Client uses DPPM Services, InfoSend reserves the right to increase paper, form, and envelope fees as needed, with thirty (30) days’ written notice to Client, in the event of extraordinary increases to the cost of paper.

InfoSend pricing is predicated on Client representations of Client and Client User transactional usage. Should Client’s actual continuous volume and/or recurring frequency deviate by more than thirty percent (30%) from what Client has represented to InfoSend in Section 2 below, then InfoSend reserves the right to invalidate the Fees listed in this Agreement. Should this situation arise then InfoSend will notify Client immediately and negotiate with Client in good faith to pass on any increased costs to Client, in accordance with actual Client and Client User transactional usage. Should InfoSend and Client fail to agree upon updated Fees, InfoSend reserves the right to terminate this Agreement with one hundred and eighty (180) days’ notice.

Section 2. Client Representations

Client Volume Representations
<u>Customers Contacted or Billed Monthly</u> 28K - Printed

Section 3. DPPM Fees:

InfoSend Data Processing, Print and Mail Pricing Detail

Document Production Summary	
Utility Statements, Closing Utility Statements, Final/Delinquent Notices Package includes: one printed page up to 3/1 ink, InfoSend outgoing #10 envelope, InfoSend #9 return envelope	\$0.162 per document

Finished mail pieces are delivered to the USPS **within one (1) business day**. If electronic PDF samples (proofs) are requested then the mailing will be completed within one day of sample approval. File upload deadline for next-day mailing is 3:00PM local time at the production facility designated for your account. If samples are required then they must be approved by 5:30PM local time for the file to be mailed by the next business day.

The below provides the components of the summary price given above. All pricing is based on “Client Volume Assumptions” listed and excludes applicable sales tax.

Data Processing	
Setup Fee - Express PDF Input Files	\$0.00 CURRENTLY IMPLEMENTED
Setup Fee – Data Only Input Files	\$0.00 CURRENTLY IMPLEMENTED
Document Re-Design Fee	\$160.00 per hour*
All Document Types - Data Processing, QC, Mail Prep Service (per document)	\$0.0665

- InfoSend will provide Compton 15 hours toward a redesign effort with no billable fee should it desire a re-design.

Printing and Mailing Service	
All Documents - Printing Fee per page with variable color (up to 3/3 print)	\$0.0327
USPS Postage	Pass-through A postage deposit is required and currently on file.
Print Color Options (colors per side) *	\$0.045 for 4/4 printing
Inline Insert Print Fee*	\$0.0681 Black printing \$0.0781 Color printing
Excess Pages Handwork Surcharge (per mail piece)	\$0.35
Address Updates – per “hit” (address that gets updated)	\$0.30 NCOA \$0.30 ACS
*Prices assume normal ink/toner coverage for business documents. Flood coating the entire page in color or other types of extremely high coverage designs may cost more or not be technically feasible. Extremely high coverage designs can cause content to bleed through to the other side of the page or to cause the page to curl too much to work properly with high-speed mail inserting equipment.	

Materials	
Standard 8.5” x 11” Paper Stock (per sheet)	\$0.0158
Standard Double Window Outgoing #10 Envelope	\$0.025
Standard Single Window Return #9 Envelope	\$0.022
Outgoing Flat Envelope – used for mail pieces with excess pages	\$0.1791

Insert Services	
InfoSend Produced	Quoted based on specification
Envelope Messaging (Snipes)	Quoted based on specification
Electronic Inserts	\$0.01
Inserting Fee Fee to insert an InfoSend produced or Client provided marketing or informational insert. Client provided (drop-shipped) inserts must be professionally packaged and ready for usage. If folding is required then additional fees apply based on folding requirements. Minimum fee is \$0.01 per insert for folding. If inserts are not professionally packaged and damaged in shipment or require additional labor to prepare for inserting then additional fees can apply. Per item fee assumes the insert will be included in all mail pieces. Selective inserting is available but requirements must be reviewed on a case by case basis to determine if additional fees will apply for setup and handling.	\$0.01 per insert

Optional Document Services	
Enhanced Print Quality	\$0.02
Print Image Archiving (Per Document Image), with included USPS mail tracking	\$0.0151 - For 12 Months of Retention \$0.01221 - For 18 Months of Retention \$0.0271- For 24 Months of Retention \$0.0321 - For 36 Months of Retention
Final Doc Transfer (FDT)	Option 1: \$0.015 per document. One PDF will be provided per batch with multiple documents in it. InfoSend standard batch file format provides account and page numbers for each record in the batch. Option 2: \$0.025 per document. Each document will be provided in a separate PDF file. A custom batch file format can be provided if the InfoSend standard format will not work.
Professional Services Rate (per hour)	\$160.00
Returned Mail Handling	\$0.35 per reported returned mail piece
Remit Tracking	\$50 monthly support fee

Section 3.1. Custom Forms/Envelopes

If Client has selected the Printing and Mailing Service and at any time requests that InfoSend Fees include the cost of custom Client-specific materials (either in this Agreement or since its execution), then Client understands and accepts that these materials will be purchased in bulk to achieve the lowest possible per-unit cost. Client agrees to purchase any remaining supplies of requested custom materials (normally forms or envelopes) if Client stops using InfoSend's Service for any reason. Client agrees to purchase the remaining supply of custom forms/envelopes upon Client's request to change the custom forms/envelopes before the supply has been depleted.

Section 3.2. USPS Postage Rates

Postage rates are determined by the United States Postal Service. All postage rate changes are determined directly by USPS and are independent of any InfoSend service or materials fees. In no event shall any change in the postage rates affect the InfoSend service or materials fees. The Client will be invoiced the amount of excess for overweight and foreign mail.

Section 3.3. Postage Deposit

InfoSend purchases the postage needed to mail Client documents on the day of mailing. The postage charges are later invoiced to Client based on the Client's payment terms. InfoSend requires Client to submit a postage deposit prior to the first mailing to facilitate the payment terms. This amount will remain in deposit for the duration of the Agreement. Upon Agreement expiration or termination Client must pay in full any outstanding invoices from InfoSend for payables created under this Agreement; the postage deposit will be refunded within fifteen (15) days of the date that the last open invoice is paid.

The postage deposit amount is calculated by multiplying the estimated number of mail pieces per month by the current 5-Digit pre-sorted first class postage rate. The postage deposit has been paid by the City as a continuing client.

The postage deposit is subject to ongoing review and may be adjusted at any time to account for changes to Client average mailing volume or changes to USPS postage rates with at least thirty (30) days' written notice to Client.

Section 4. eBusiness Service Fees:

Not Applicable

Section 5. Client Go-Live and Fees

InfoSend will provide Client with a Demo instance of the System to approve configuration and simulation of Services. Upon Client approval of the Demo instance of the System and sample outputs from Services, InfoSend will create a copy of Demo System in Production for completion of final User Acceptance Testing (UAT). Client will be given the UAT Period to complete internal testing prior to initiating Go-Live. All Setup and recurring Monthly Fees will become due upon the sooner of (a) Client Go-Live with the application or (b) 60 days from InfoSend delivery of Production System for UAT.

Section 6. Implementation Project Cost Subsidization:

InfoSend's internal costs to complete the project is higher than the Setup fees given. InfoSend has subsidized these fees by factoring in years of service given the term of the Agreement. Should Client cancel the project or terminate the Agreement at its convenience less than one (1) year from the Effective Date then it must pay according to the below:

NOT APPLICABLE AS CITY IS A CONTINUING CLIENT.

Exhibit C – Professional Services

This Exhibit C is an integral part of and is subject to the terms and conditions of the Master Service Agreement (the “**Agreement**”) between InfoSend, Inc. (“**InfoSend**”) and City of Compton (“**Client**”). This Exhibit C provides InfoSend’s Professional Services Fees which InfoSend shall bill to Client in exchange for Professional Services. To the extent that any term is not expressly defined herein, it shall have the meaning set forth in the Agreement.

Section 1. Price Escalations to InfoSend Professional Services Fees

InfoSend Professional Services Fees can be adjusted once every twelve (12) months to account for increases to the cost of providing these services. InfoSend reserves the right to increase Professional Services Fees on an annual basis, starting with the first anniversary of the Agreement date, if needed. The Client will be notified, in writing, at least thirty (30) days prior to such price increase. An amendment to the Agreement will not be required if the Professional Services Fees are changed, unless the terms or conditions of the Agreement have changed.

Section 2. Definition of Professional Services

InfoSend Professional Services are the technical services that are required to perform the initial setup of the InfoSend Primary Services defined in Exhibit A and the technical services required to make changes to these Primary Services after the initial setup is complete. Once any Primary Service is live and operational Professional Services will not be required unless Client requests a change or makes changes to its data file format or business rules which necessitates a change to InfoSend’s system configuration or programming. Examples of InfoSend Professional Services:

- Project requirements gathering and analysis hours
- Project management and/or consulting hours
- Software development and system configuration hours related to the processing of Client’s data
- Software development and system configuration hours related to document design, web portal setup, business rule configuration, or any other applicable technical services
- Application testing and deployment hours

Section 3. Professional Services Fee and Process for Approval and Payment of Fee

The current Professional Services Fee is \$160.00 per hour. In the event that a project will incur billable Professional Services hours, Client will be informed before work begins. InfoSend and Client will execute a Statement of Work for the project that Client wants InfoSend to undertake. The payment terms for the project depend on the size and scope of the project. The Statement of Work can include payment terms that are different than the terms listed in this Agreement for InfoSend Fees, otherwise these terms will apply and the project fees will be invoiced upon project completion. Small projects that incur less than five (5) hours of Professional Services can be initiated without a Statement of Work if Client accepts and executes a Programming Quote for this work.

Any project that will take more than five (5) hours of Professional Services work will require both parties to execute a formal Statement of Work. Depending on the nature of the work required, InfoSend will provide one of the following quotation methods:

- **Fixed Quote** – a fixed project cost will be set. InfoSend may elect to waive this cost in some circumstances. Client understands and accepts that it must accept the terms and conditions of the Statement of Work for the project and that changes made to the project requirements, data file structure, etc., after the Statement of Work and any amendments to it have been finalized will require Client to pay for these changes on a Time and Materials basis. Client will be notified immediately if this scenario arises and will be given an option to keep the original project specifications to keep the fixed quote in place.
- **Time and Materials Quote** – should it not be possible to provide a fixed quote due to the nature of a Client’s requested project, then InfoSend will provide an estimated number of hours to complete the project and bill the hours on a Time and Materials basis. The Statement of Work will include the terms and conditions for these project types and Client will be invoiced weekly for the hours spent on the project.

Section 4. Initial Setup Cost: InfoSend Primary Services

The Initial Setup cost for the InfoSend Primary Services selected in Exhibit A are listed in Exhibit B. These costs have been provided using a Fixed Quote process, explained in Section 3 above. Client understands and agrees to these terms, and to the project-specific terms and conditions that will be provided in the Statement of Work that will be created to capture Client’s specific requirements and data types.

June 10, 2025

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A MULTI-YEAR SUBSCRIPTION CONTRACT WITH ONLINE SOLUTIONS, LLC AND ISSUE A PURCHASE ORDER FOR THE PROVISION OF CLOUD COMPUTING INFORMATION TECHNOLOGY SOFTWARE, ANNUAL MAINTENANCE AND TECHNICAL SUPPORT TO MULTIPLE CITY DEPARTMENTS (\$283,500)

SUMMARY

Adoption of this resolution will authorize the City Manager to enter into a multi-year subscription contract – 36 months (i.e. July 1, 2025 through June 30, 2028), plus an option to extend the contract for two (2) twelve (12) month terms – with Online Solutions, LLC to provide collaborative cloud based land use technology software (i.e. “CitizenServe”), annual maintenance and technical support for sixty-three (63) subscription users in multiple City departments and issue a purchase order in the amount of Ninety-Four Thousand Five Hundred Dollars (\$94,500) for the first term (i.e. July 1, 2025 through June 30, 2026) of the subscription contract. The total cost for 36 months (i.e. July 1, 2025 through June 30, 2028) will be Two Hundred Eighty-Three Thousand Five Hundred Dollars (\$283,500.00).

BACKGROUND

OnLine Solution’s “CitizenServe” cloud computing provides the City with access to fast, secure, low cost e-government software solutions for permitting, code enforcement, planning and zoning, business licensing, fire inspections and request tracking which is a fully mobile web solution that allows staff in the field to have complete access to live data anywhere, anytime.

OnLine Solution’s software has been utilized by multiple City departments to ensure proper administration of fees, communication between departments, streamline processes with an increase in transparency, accountability and customer service. Additionally, this software allows online review and special reports for both the City and the public to review, which will include public information and data related to City construction projects.

STATEMENT OF ISSUE

On September 8, 2020, the City Council adopted Resolution No. 25,348, which authorized the City Manager to enter into a three (3) year subscription contract with OnLine Solutions, LLC in addition to the authority to exercise two (2) twelve (12) month extend options. The current contract will expire on June 30, 2025 and staff requests that a new contract be authorized.

Due to the extensive start-up costs that would be incurred with migrating the amount of data stored on the current cloud software system ("CitizenServe") and the time it would take to train staff on a new system, staff recommends establishing a new contract with OnLine Solutions, LLC for the CitizenServe software system at this time.

FINANCIAL IMPACT

The total cost for 36 months (i.e. July 1, 2025 through June 30, 2028) of subscription services, maintenance and technical support, including employee training for 63 subscription users will be Two Hundred Eighty-Three Thousand Five Hundred Dollars (\$283,500.00). Funds in the amount of Two Hundred Eighty-Three Thousand Five Hundred Dollars (\$283,500.00) will be allocated in the Community Improvement Services Department's Fiscal Year 2025-2026 Budget in Account No. 1001-670-000-4222 and will be appropriated into each of the subsequent Fiscal Years 2026-2027 and 2027-2028 through budget adoption.

Funds payable in the amount of Ninety-Four Thousand Five Hundred Dollars (\$94,500) for the initial 12-month service period (i.e. July 1, 2025 through June 30, 2026) will be available in the Community Improvement Services Department's 2025-2026 Fiscal Year budget.

DEPARTMENT	# OF LICENSES	ANNUAL COSTS
BUILDING & SAFETY	9	\$13,500.00
BUSINESS LICENSE	7	\$10,500.00
COMMUNITY IMPROVEMENT	26	\$39,000.00
COMMUNITY DEVELOPMENT	1	\$1,500.00
FIRE	4	\$6,000.00
PLANNING	5	\$7,500.00
PUBLIC WORKS	1	\$1,500.00
WATER	3	\$4,500.00
CONTROLLER	3	\$4,500.00
TREASURER	4	\$6,000.00
TOTAL	63	94,500.00

RECOMMENDATION

It is recommended that the attached Resolution be adopted.

WILLIE A. HOPKINS, JR.
CITY MANAGER

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO A MULTI-YEAR
SUBSCRIPTION CONTRACT WITH ONLINE SOLUTIONS, LLC AND ISSUE A
PURCHASE ORDER FOR THE PROVISION OF CLOUD COMPUTING
INFORMATION TECHNOLOGY SOFTWARE, ANNUAL MAINTENANCE AND
TECHNICAL SUPPORT TO MULTIPLE CITY DEPARTMENTS (\$283,500)**

WHEREAS, Online Solution's, LLC "CitizenServe" cloud computing provides the City with access to fast, secure, low cost e-government software solutions for permitting, code enforcement, planning and zoning, business licensing, fire inspections and request tracking which is a fully mobile web solution that allows staff in the field to have complete access to live data anywhere and anytime; and

WHEREAS, Online Solution's software has been utilized by multiple City departments to ensure proper administration of fees, communication between departments, streamlined processes with an increase in transparency, accountability and customer service. Additionally, this software allows online review and special reports for both the City and the public to review, which will include public information and data related to City construction projects; and

WHEREAS, on September 8, 2020, the City Council adopted Resolution No. 25,348, which authorized the City Manager to enter into a three (3) year subscription contract with OnLine Solutions, LLC in addition to the authority to exercise two (2) twelve (12) month extension options. The current contract will expire on June 30, 2025 and staff requests that a new contract be authorized; and

WHEREAS, due to the extensive start-up costs that would be incurred with migrating the amount of data stored on the current cloud software system (CitizenServe) and the time it would take to train staff on a new system, staff recommends establishing a new contract with OnLine Solutions, LLC for the CitizenServe software system at this time; and

WHEREAS, the total cost for 36 months (i.e. July 1, 2025 through June 30, 2028) of subscription services, maintenance and technical support, including employee training for 63 subscription users will be Two Hundred Eighty-Three Thousand Five Hundred Dollars (\$283,500.00) and will be allocated in the Fiscal Year 2025-2026 Budget in Account No. 1001-670-000-4222 and will be appropriated into each of the subsequent Fiscal Year's 2026-2027 and 2027-2028 through budget adoption; and

WHEREAS, funds for this expenditure in the amount of Ninety-Four Thousand Five Hundred Dollars (\$94,500) for the initial 12-month service period (i.e. July 1, 2025 through June 30, 2026) will be available in the Community Improvement Services Department's 2025-2026 Fiscal Year budget.

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

SECTION 1. That the City Manager, on the advice and approval of the City Attorney is hereby authorized to enter into a multi-year subscription contract – 36 months (i.e. July 1, 2025 through June 30, 2028), plus an option to extend the contract for two (2) twelve (12) month terms – with Online Solutions, LLC to provide collaborative cloud based land use technology software (i.e. "CitizenServe"), annual maintenance and technical support for sixty-three (63) subscription users in multiple City departments.

SECTION 2. That Funds in the amount of Two Hundred Eighty-Three Thousand Five Hundred Dollars (\$283,500.00) will be allocated in the Fiscal Year 2025-2026 Budget in Account No. 1001-670-000-4222 and will be appropriated into each of the subsequent Fiscal Year's 2026-2027 and 2027-2028 through budget adoption.

SECTION 3. That a purchase order in the amount of Ninety-Four Thousand Five Hundred Dollars (\$94,500) is hereby authorized to be issued to Online Solutions, LLC for the cost of cloud-based land use technology software services, maintenance and technical support for sixty-three (63) subscription users in multiple City departments for the first contract term (i.e. July 1, 2025 through June 30, 2026) of the subscription contract.

DEPARTMENT	# OF LICENSES	ANNUAL COSTS
BUILDING & SAFETY	9	\$13,500.00
BUSINESS LICENSE	7	\$10,500.00
COMMUNITY IMPROVEMENT	26	\$39,000.00
COMMUNITY DEVELOPMENT	1	\$1,500.00
FIRE	4	\$6,000.00
PLANNING	5	\$7,500.00
PUBLIC WORKS	1	\$1,500.00
WATER	3	\$4,500.00
CONTROLLER	3	\$4,500.00
TREASURER	4	\$6,000.00
TOTAL	63	94,500.00

SECTION 4. That copies of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney and the Community Improvement Services Department.

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

ADOPTED this _____ day of _____, 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 passed and adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk, at a regular meeting thereof, held on the _____ day of _____, 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

SUBSCRIPTION SERVICE AGREEMENT

“CITIZENSERVE” SOFTWARE SERVICES

THIS SERVICE AGREEMENT (the “Agreement”) between Online Solutions LLC. (“Citizenserve”) with its principal place of business 1101 East Warner, Suite 160, Tempe, Arizona 85284 and City of Compton, California (“Customer”) with its principal place of business at 205 S Willowbrook Ave, Compton, CA 90220 is made effective as of July 1, 2025 (“Effective Date”).

1. ONLINE SOLUTIONS DELIVERY OF SERVICES:

Citizenserve grants to Customer a non-exclusive, non-transferable, limited subscription to access and use the Citizenserve software service on the Authorized Website(s) identified in the Citizenserve Order Form and the Information Packet, both of which are attached hereto and incorporated hereby, in consideration of the fees and terms described in the Citizenserve Order Form.

The subscription will begin on the date specified in the order form which is the date Citizenserve will begin providing services. On this date Citizenserve’s responsibilities begin regarding providing support services, infrastructure, backing up data, performing setup and configuration.

2. CUSTOMER RESPONSIBILITIES:

Customer acknowledges it is receiving only a limited subscription to use the Software Service and related documentation, if any, and shall obtain no title, ownership nor any other rights in or to the software, service and related documentation, all of which title and rights shall remain with Citizenserve. In addition, Customer agrees that this subscription is limited to applications for its own use and may not lease or rent the Service nor offer its use for others. All data and databases are owned by the Customer and all data, including but not limited to all notes, digital pictures, notices generated by the use of Citizenserve shall be and remain the sole property of Customer. Upon termination of this Agreement, Citizenserve will promptly return all of the Customer’s Data in the possession of Citizenserve. Citizenserve shall not use Customer’s data without the express written consent of the Customer.

3. SERVICE LEVELS:

Citizenserve acknowledges that in entering into this Agreement the Customer is relying on Citizenserve’s special skills and experience to do and perform the Services in accordance with best standards of professional services. While providing the Services, Citizenserve agrees to perform said Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and to the reasonable satisfaction of the Customer. Citizenserve will use commercially reasonable efforts to backup and keep the Service and Authorized Website(s) in operation consistent with applicable industry standards and will respond to customers’ requests for support during normal business hours.

Citizenserve is required to comply with all federal, state and local laws and ordinances applicable to the Services provided pursuant to this Agreement. Citizenserve, at its own expense, during the term of this Agreement, shall obtain and maintain all appropriate business and professional permits, licenses and certificates that may be required in connection with the performance of services by Citizenserve.

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

Citizenserve represents and warrants (i) that Citizenserve has no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with Citizenserve’s undertaking this relationship with Customer, (ii) that the performance of the services called for by this Agreement do not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party, (iii) that Citizenserve will not use in the performance of its responsibilities under this Agreement any

confidential information or trade secrets of any other person or entity and (iv) that Citizenserve has not knowingly entered into or will enter into any agreement (whether oral or written) in conflict with this Agreement.

THE SERVICES ARE PROVIDED ON AN “AS IS” BASIS, AND CUSTOMER’S USE OF THE SERVICES IS AT ITS OWN RISK. CITIZENSERVE DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

4. TERM OF AGREEMENT; TERMINATION:

The term of this Agreement shall run for **thirty-six (36) months commencing on the Effective Date of this Agreement (i.e. July 1, 2025 through June 30, 2028)** that is paid annually on the renewal date. Customer shall have the option to extend this Agreement for up to two (2) twelve (12) month terms (i.e. Fiscal Years 2028-2029 and 2029-2030) with no price increases – as more fully described within the Citizenserve Order Form, incorporated herein.

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

Payment is expected upon the effective date of this agreement. If Citizenserve does not receive payment in full on any invoice within 30 days, late charges at .8333% interest per month (10% per year) will be imposed Customers unpaid balance after 30 days. Customers unpaid balance is determined by taking the beginning balance of Customer’s account for each month, adding any new charges and subtracting any payments made to Customer’s account. Citizenserve will then multiply this amount by the .8333% monthly periodic interest rate to compute the late charge for your account for that month.

Either party may terminate this agreement with or without cause if the terminating party gives the other party at least ninety (90) day’s written notice prior to termination.

Citizenserve may terminate services if payments are not received by Citizenserve within 30 days after the start of the Service Period for each Service Term as specified in the Citizenserve Order Form.

Upon any termination, Citizenserve will discontinue Services under this agreement; Citizenserve will provide Customer with an electronic copy of all of Customer’s data, if requested; and, provisions of this Agreement regarding Ownership, Liability, Confidentiality and Miscellaneous will continue to survive.

5. INDEMNIFICATION

Citizenserve shall indemnify and save harmless the Customer, its officials, officers, employees, agents and volunteers (collectively hereinafter the “Customer”), against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the Customer and shall defend, indemnify and save the Customer from any and all liability and expense including reasonable defense costs and legal fees, and claims, demands, suits, actions or proceedings of any kind or nature, including Workers’ Compensation claims, of or by anyone whomsoever in any way resulting from or arising out of the negligent or intentional acts or omissions for Citizenserve, its officers, employees, subcontractors or agents in the performance of the duties undertaken by Citizenserve pursuant to this Agreement.

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

6. ACCEPTABLE USE:

Customer represents and warrants that the Services will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, policies, terms and procedures.

Citizenserve may, upon misuse of the Services, request Customer to terminate access to any individual and Customer agrees to promptly comply with such request unless such misuse is corrected.

7. CONFIDENTIALITY:

Each party hereby agrees to maintain the confidentiality of the other party's proprietary materials and information, including but not limited to, all information, knowledge or data not generally available to the public which is acquired in connection with this Agreement, unless disclosure is required by law. Each party hereby agrees not to copy, duplicate, or transcribe any confidential documents of the other party except as required in connection with their performance under this Agreement. Customer acknowledges that the Services contain valuable trade secrets, which are the sole property of Citizenserve, and Customer agrees to use reasonable care to prevent other parties from learning of these trade secrets or have unauthorized access to the Services. Citizenserve will use reasonable efforts to ensure that any Citizenserve contractors maintain the confidentiality of proprietary materials and information.

8. MISCELLANEOUS PROVISIONS:

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

A waiver or failure to enforce by either party to this Agreement of any breach of any terms, covenants or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

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

Customer and the Citizenserve each bind themselves, their partners, successors, assigns and legal representatives to the other hereto and to partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in this Agreement.

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

Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of Los Angeles, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county. This agreement will be governed by the laws of the State of California. The prevailing party will be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which the party may be entitled.

If any provision of this License Agreement shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall remain in full force and effect.

9. NOTICES:

Any notices relating to this Agreement shall be given in writing and shall be deemed sufficiently given and served for all purposes when delivered personally, by facsimile or by generally recognized overnight courier service, or five (5) days after

deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, addressed as follows:

For Customer:

City of Compton
205 South Willowbrook Avenue
Compton, CA 90220
Phone No. (310) 605-5585
Facsimile No. (310) 537-1907
Attn: Chief Building Official
Building and Safety Department

For Citizenserve:

OnLine Solutions, LLC
1101 East Warner Road, suite 160
Tempe, Arizona 85284
Phone No. (800) 325-9818 x703
Facsimile No. (800) 325-9818
Attn: Jim Garvey

Either Party may change its address for purposes of this section by giving the other Party written notice of the new address in the manner set forth above.

10. ACCEPTANCE:

Authorized representatives of Customer and Citizenserve have read the foregoing and all documents incorporated therein and agree and accept such terms effective as of the date first written above.

Customer: City of Compton

Online Solutions, LLC

Date: _____

Date: _____

Signature: _____

Signature: _____

Print Name: _____

Print Name: Jim Garvey_____

Title: City of Compton Legal Division

Title: Manager_____

Date: _____

Signature: _____

Print Name: Wille A. Hopkins, Jr.

Title: City Manager

Date: _____

Signature: _____

Print Name: Satra D. Zurita

Title: City Clerk



Order Form

Account Name: City of Compton, California

Contact Information:

Willie A. Hopkins, Jr.
City of Compton
City Manager
City Manager's Office
205 S. Willowbrook Ave.
Compton, CA 90220
Email: whopkinsl@comptoncity.org
Phone: 310-605-5585

Billing Information:

City of Compton
205 S. Willowbrook Avenue
Compton, CA 90706

Contact Term:

Contract Start: 07/01/2025 - 06/30/2030

Required Service Periods

Initial Service Term: 07/01/2025 - 06/30/2026
Second Service Term: 07/01/2026 - 06/30/2027
Third Service Term: 07/01/2027 - 06/30/2028

Billing Schedule: Payments are due the first day of each Service Term

Optional Service Periods:

Fourth Service Term: 07/01/2028 - 06/30/2029
Fifth Service Term: 07/01/2029 - 06/30/2030

Per user subscription price of \$1,800/user/year in effect for entirety of contract period unless the number of named users drops below 25. If the number of subscription users drops below 25 named users, the per user subscription price of \$2,100/user/year becomes effective. If the number of named users exceeds 50 the price of \$1,500/user/year will be applied in the next annual renewal.

Fees:

63 User Subscriptions	\$1,500 per named user per year	\$94,500.00
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Total 1st Year Fees	\$94,500.00
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Each Additional Year Fees	\$94,500.00
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I authorize Online Solutions, LLC to invoice as per the above information.

Online Solutions:

Customer:

Authorized Signature

Jim Garvey

Print or Type Name of Signatory

Execution Date

Address:
1101 E. Warner Road
Suite 160
Tempe, AZ 85284

Authorized Signature

Willie A. Hopkins, Jr., City Manager

Print or Type Name of Signatory

Execution Date

Address:
City of Compton
205 S. Willowbrook Avenue
Compton, CA 90706



Order Form

June 10, 2025

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: NEBRASKA JONES, DIRECTOR
GENERAL SERVICES DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO A TWELVE (12)
MONTH AGREEMENT WITH THE COALITION FOR HUMANE
IMMIGRANT RIGHTS (CHIRLA) FOR THE LEASE OF CITY-OWNED
PROPERTY LOCATED AT 700 NORTH BULLIS ROAD

SUMMARY

City Council will consider a request from the Coalition for Humane Immigrant Rights (“CHIRLA”) to enter into a twelve (12) month (i.e. June 1, 2025, through May 31, 2026) lease agreement with the City of Compton City-owned property located at 700 North Bullis Road, Compton, to authorize the leasing of approximately 1,080 square feet of dedicated indoor space at the rental rate of One Dollar (\$1.00) per square foot.

BACKGROUND

The City of Compton owns certain real property located at 700 North Bullis Road, commonly known as the “CareerLink” facility. This property is used as a “shared occupancy” facility, offering indoor space for leasing to outside agencies, organizations, and individuals.

Pursuant to guidance of the City Council, In November 2012, the City Manager implemented a City-wide leasing policy which specifies that lease rates shall be on the square footage of the area(s) subject to the exclusive use/occupation of the tenant and that the standard leasing rate for indoor floor space in a City-owned facility shall be **at least One Dollar (\$1.00) per square foot**. Proposed lease agreements are to address the costs incurred by the City for utilities, maintenance, and repairs. At the Career link location, staff has identified that cost to **Two Dollars and Two Cents (\$2.02) per square foot**. Thus, the cost to the City will be recovered in a recommended minimal monthly rental rate based on a square footage charge of **Three Dollars and Two Cents (\$3.02) (i.e. \$1.00 per square foot base rental rate plus \$2.02 per square foot)** for utilities, maintenance, and repairs.

STATEMENT OF THE ISSUE

The Coalition for Humane Immigrant Rights (CHIRLA) was founded in 1986. In addition to offering a variety of low-cost, high-quality legal services CHIRLA plans to bring programs and services that will benefit the community at large. Programs such as their Legal Support, Community Education and Outreach will provide free information, group seminars, presentations, and workshops on Coalition Building, Policy, Civic Engagement, Worker’s Rights, Community/Police Relations, and other social services that affect the community.

CHIRLA remains dedicated to serving the residents of Compton and surrounding communities. Their presence in Compton has played a vital role in making immigration legal services more accessible to the community.

This proposed lease agreement will provide CHIRLA with exclusive use of the following indoor space at the CareerLink facility:

Indoor Square Footage:

LOCATION	USE	SQUARE FEET
Classroom 1A	Office	1,080 SQ. FT.

Total Exclusive Indoor Square Footage

1,080 square feet

In 2020, the Coalition for Humane Immigrant Rights sought to provide a location for its programs within the City’s limits and the City Council approved a 1-year agreement for Classroom 1A for 1,080 square feet of space. That lease agreement expired on January 31, 2021, and they are on a month-to-month occupancy.

On August 8, 2023, staff received a request from CHIRLA to renew their lease agreement. If approved, the City Council will authorize the City Manager to enter into a twelve (12) month lease agreement with the City of Compton, beginning June 1, 2024, through May 31, 2025, for exclusive occupation of the above-indicated indoor spaces of the CareerLink site.

FISCAL IMPACT

The estimated total fiscal impact of this proposed lease will amount to the collection of **Three Thousand Two Hundred Sixty-One Dollars and Sixty Cents (\$3,261.60) per month** with a grand total of **Thirty-Nine Thousand One Hundred Thirty-Nine Dollars and Twenty Cents (\$39,139.20)** for the twelve (12) month agreement (i.e. June 1, 2025, through May 31, 2026).

RECOMMENDATION

Staff has no objection to Coalition for Humane Immigrant Rights request to rent square footage; however, staff is not authorized to offer and lease City-owned property wherein the terms sought by the prospective Tenant may vary from the requirements of the City's Leasing Policy; that is, waiver of City costs for utilities, etc.; thus, staff makes no recommendation concerning this request. ***The decision is at the discretion of the City Council.***

**NEBRASKA JONES, DIRECTOR
GENERAL SERVICES DEPARTMENT**

APPROVED FOR FORWARDING:

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO A TWELVE (12) MONTH
LEASE AGREEMENT WITH THE COALITION FOR HUMANE IMMIGRANT RIGHTS
(CHIRLA) FOR THE LEASE OF CITY-OWNED PROPERTY LOCATED AT 700
NORTH BULLIS ROAD**

WHEREAS, the City of Compton owns certain real property located at 700 North Bullis Road; and

WHEREAS, in November 2012, the City implemented a City-wide leasing policy which specifies that the lease rates shall be based on the square footage of the area(s) subject to the exclusive use/occupation of the tenant and that the standard leasing rate for indoor floor space in a City-owned facility shall be *at least* One Dollar (\$1.00) *per square foot*; and

WHEREAS, in addition, the proposed lease agreements are to address the costs incurred by the City for utilities, maintenance, repairs, security, etc. and at the Career link facility, staff has identified that cost to be Two Dollars and Two Cents (\$2.02) per square foot; thus, the cost to the City will be recovered in a recommended minimal monthly rental rate based on a square footage charge of Three Dollars and Two Cents (\$3.02) for exclusive indoor spaces; and

WHEREAS, the Coalition for Humane Immigrant Rights (CHIRLA) was founded in 1986. In addition to offering a variety of low-cost, high-quality legal services CHIRLA plans to bring programs and services that will benefit the community at large. Programs such as their Legal Support, Community Education and Outreach will provide free information, group seminars, presentations, and workshops on Coalition Building, Policy, Civic Engagement, Worker's Rights, Community/Police Relations, and other social services that affect the community. CHIRLA remains dedicated to serving the residents of Compton and surrounding communities. Their presence in Compton has played a vital role in

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

SECTION 1. That the City Manager, upon the approval of the City Attorney, is hereby authorized to enter into a twelve (12) month lease agreement between the City of Compton and the Coalition for Humane Immigrant Rights to authorize the leasing of 1,080 square feet of indoor space within the City-owned building located at 700 North Bullis Road, for purposes of administrative offices and support services at the rental rate of Three Dollars and Two Cents (\$3.02) per square foot for the lease agreement term of (i.e. June 1, 2025, through May 31, 2026).

SECTION 2. That commencing on June 3, 2025, the monthly lease rental rate for the Twelve (12) month term of the lease agreement shall be Three Thousand Two Hundred Sixty-One Dollars and Sixty Cents (\$3,261.60) per month, or Thirty-Nine Thousand One Hundred Thirty-Nine Dollars and Twenty Cents (\$39,139.20) per year.

SECTION 3. That Account No. 1001-000-000-3420 has been established to receive all facility lease payments.

SECTION 4. That a certified copy of this Resolution shall be filed in the offices of the City Manager, City Clerk, City Controller, General Services, Community Improvement Services-Security Division and the Legal Division.

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 the _____ 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

**LEASE AGREEMENT BETWEEN
CITY OF COMPTON
AND
COALITION FOR HUMANE IMMIGRANT RIGHTS (CHIRLA)**

This **LEASE AGREEMENT** is entered into by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as “**OWNER**”) and the **COALITION FOR HUMANE IMMIGRANT RIGHTS (CHIRLA)** (hereinafter referred to as “**LESSEE**”), collectively, the “Parties.”

RECITALS:

WHEREAS, the City of Compton (“**Owner**”), has under its jurisdiction certain real property located at **700 North Bullis Road, Compton, California 90221**, also known as the “**CareerLink**” facility (the “Site”); and

WHEREAS, on _____, the City Council adopted Resolution No. _____, which authorized the City Manager to enter into a lease agreement with the **Coalition for Humane Immigrant Rights (CHIRLA)** (“Lessee”) for a period of twelve (12) months, commencing June 1, 2025, through May 31, 2026; and

NOW, THEREFORE, Owner and Lessee, for the consideration, terms and conditions herein described, mutually agree as follows:

WITNESSETH:

Section 1. Premises. The Owner, for and in consideration of the performance of the covenants and agreements hereinafter contained to be kept and performed by the Lessee and upon the following terms and conditions, hereby leases to the Lessee, and the Lessee hereby hires and takes of and from the Owner, those certain Premises situated in the City of Compton, County of Los Angeles, State of California, more particularly described as:

**Compton CareerLink Facility
700 North Bullis Road
Compton, California 90221**

[The “Site”]

Lessee shall lease approximately 1,080 square feet of indoor office space within the Site building (as outlined on the attached Diagram/map of the Site/Premises). Lessee may also have access to and use of shared public spaces within the site.

LOCATION	USE	SQUARE FEET
Classroom 1A	Office	1,080 SQ. FT.

Total Exclusive Indoor Square Footage

1,080 square feet

[The “Premises”]

The Premises are leased in "AS IS" condition and Lessee acknowledges that it has inspected and accepts the Premises in their present condition as suitable for the purpose for which the Premises are leased. Taking of possession by Lessee shall be conclusive to establish that the Premises are in good and satisfactory condition when possession is taken. Owner makes no warranties or representation as to the suitability of the Premises for Lessee's intended use, including without limitation, as to zoning, visibility, traffic count or any other factors.

Note: Within the Premises leased by Lessee (Room 1A) is a data storage closet consisting of approximately 102 square feet (as reflected in the attached diagram). This data storage closet is not included within the exclusive use space leased by Lessee. Lessee shall have no right to use this data storage closet for any purpose whatsoever. Owner retains exclusive right to use of this data storage closet and on twenty-four (24) hour advance notice (less if an emergency dictates) to Lessee shall have the right to enter upon and into the Lessee's leased space to gain access to this data storage closet.

Section 2. Term. This Lease shall be for a term of twelve (12) months commencing on June 1, 2025, and shall terminate on May 31, 2026, unless extended or terminated as otherwise provided herein. This Lease shall supersede any previous Leases and/or agreements, written or oral.

Section 3. Rent. During the Lease term, the Lessee shall pay rent to the Owner for the leased premises as follows:

Indoor Space: The Lessee shall lease a total of 1,080 square feet of indoor space at the rent rate of Three Dollars and Two Cents (**\$3.02**) per square foot, which includes One Dollar (**\$1.00**) per square foot for the base rental rate and Two Dollars and Two Cents (**\$2.02**) per square foot for utilities. This results in a minimum monthly rental cost of Three Thousand Two Hundred Sixty-One Dollars and Sixty Cents (\$3,261.60) per month, and Thirty-Nine Thousand One Hundred Thirty-Nine Dollars and Twenty Cents (**\$39,139.20**) per year.

Lease payments shall be due in advance on the first day of each and every month of the term hereof. Any lease payment not received by the Owner by the tenth (10th) day of the month will be deemed late, and a late fee (penalty) in the amount of **Five Percent (5%)** will be charged.

Payments shall be remitted to:

General Services Department
205 South Willowbrook Avenue
Compton, California 90220
Attn: Director

Payable to: City of Compton

[Please identify your Lease Site on the payment]

[Lease Site: CareerLink – 700 N. Bullis Rd. Class Room 1A]

Section 4. Use of Premises. Lessee is entitled to use the Premises during normal building business days/hours (Mondays through Fridays, 7:00 a.m. to 6:00 p.m.), **(excepting legal City holidays)** for the following purpose(s) only:

Administrative Offices and Support Services

Lessee shall not use the Premises for any other purposes without the prior written consent of the Owner. Lessee shall not use the Premises for residential purposes or for any commercial purposes not stated herein. Lessee shall not use the Premises for the storage of unusable equipment or property or for the rental or storage of any type of equipment not integral to the purposes of the program.

Use of Premises at Shared Site on City Holidays and Non-Business Hours

On those dates designated by the City Council as legal City holidays, the Site (including the Premises) shall be closed. If Lessee desires to use the Premises on a City holiday or during hours not specified above, Lessee shall pay the City the costs (e.g. employees' salary) of providing access to the Premises/Site and for provision of City security (if applicable).

Lessee shall provide written notification to the General Services Department a minimum of three (3) business days in advance of its desire to use the Premises on a City holiday or during non-business building hours. Owner shall provide Lessee with an invoice for the costs owed by Lessee for access/use of the Premises on a City holiday or during non-business building hours, which shall be due and payable on receipt by the Lessee.

Section 5. Delivery of Premises. If Owner, for any reason, cannot deliver the Premises described above to Lessee at the commencement of the term hereof, Owner shall not be deemed to be in default hereunder, nor shall Owner be liable to Lessee for any loss or damage resulting directly or indirectly arising out of or

resulting from such failure and Lessee at Lessee's option, may declare this Agreement to be null and void.

Section 6. Utilities and Other Services. Owner agrees to furnish the following utilities and services at Owner's expense during normal business hours:

- a. Electricity for normal lighting and power for office use. Special or additional electrical requirements over and above the standard for general office uses will be charged directly to Lessee.
- b. Heating/Cooling.
- c. Hot and cold water.
- d. Routine maintenance.
- e. General/shared security for the Site.

Any and all other types of utilities (e.g. telephone, cable, etc.) and services shall be at the sole expense and responsibility of the Lessee. Prior written approval shall be required for the installation of any utility and/or service that will involve physical alteration of the Premises and/or Site. Lessee shall reimburse Owner for the cost of repairing any and all damages to the Premises and/or Site caused directly or indirectly by Lessee's utility or service provider or its equipment.

Owner shall in no way be liable or responsible for any loss, damage or expense that Lessee may sustain or incur by reason of any change, failure, interference, disruption or defect in the supply or character of the utilities and services supplied to Premises and/or Site, unless directly caused by the active negligence or willful misconduct of the Owner.

Section 7. Assignment and Subletting. Lessee agrees not to sublet the whole or part of the Premises, assign the Lease nor permit the use of the Premises by anyone other than the Lessee, its employees, business invitees, customers and patrons without in each case first securing the written consent of the Owner. Any attempted assignment or subletting of this Lease without the written consent of the Owner constitutes fraud and this Agreement shall be null and void.

Section 8. Alterations and Additions. Lessee shall not make any alterations or construct any additions or improvements in or on the Site and/or the Premises until the Owner has been provided with said plans and specifications for the project. Once the Owner has been provided with said plans and specifications,

Owner shall have a fifteen (15) day minimum review period before granting Lessee approval or disapproval of the project in writing. Lessee shall, at the time of the request, specify if they desire to retain ownership and/or possession of the alteration, addition, or improvement subject to plan review by Owner at Lessee's expense.

Owner agrees that except for structural alterations, the Lessee may remove, during or at the expiration or other termination of the term of this Lease, or of any extension or holdover period thereof, as the case may be, personal property placed or installed in or upon the Site and/or the Premises by the Lessee or under its authority. Any personal property, improvements or additions not removed by Lessee within thirty (30) days after the end of the term, or any extension or holdover period thereof, shall automatically become the property of Owner.

Lessee shall repair any damage to the Site and/or the Premises caused by Lessee's installation and/or removal of its personal property, alterations, improvements or additions.

Lessee shall, at its sole cost and expense, be allowed to place its typical signage on the Building on the Site upon the Owner's advance written approval.

Section 9. Repairs and Maintenance. Owner shall not be responsible to make any repairs or alterations to the Premises, excepting due to reasonable normal wear and tear, and Lessee assumes any and all cost and liability for the repair and maintenance of the Premises leased herein, unless such repairs, alterations or maintenance are due to Owner's negligence or willful misconduct. Lessee agrees to repair any damage caused by Lessee, its employees, contractors, agents or invitees, negligently or otherwise, at its own expense, and maintain the Premises leased and to return said Premises to Owner in as good order, repair and condition as the same were in at the commencement of this Lease. Lessee must obtain prior written approval from the Owner prior to commencing any repairs to the leased Premises.

Lessee shall continue to maintain said Premises in good repair and tenable condition and in compliance with all health, safety and sanitation laws, ordinances and regulations of the State of California and local authorities throughout the term of the Lease.

Lessee agrees to keep Premises in good order and condition at their sole cost and expense. All work done by Lessee on the Premises shall be done in a lawful manner and in conformity with all applicable laws, ordinances and regulations. The Premises shall be kept free from any and all liens and charges on account of labor or materials used in contribution to any work thereon.

Unless otherwise required by law or expressly provided for within this Lease Agreement, Owner shall have no liability to Lessee for any condition on the Premises leased herein and Lessee agrees that it has inspected the same, knows the condition and takes this Lease with the Premises in its present condition. Lessee agrees to hold the Owner harmless from any and all liability arising out of or in connection with the use for the Premises leased here by the Lessee, its agents, employees business invitees, customers and patrons, except to the extent any such liability is attributable to Owner's negligence or willful misconduct.

Section 10. Insurance. Lessee shall furnish certificates of insurance, along with endorsements, issued to Owner substantiating the fact that it has taken out the specified insurance for the term covered by this Lease, or any extension or holdover period thereof, with an insurance carrier acceptable to the Owner under forms satisfactory to the Owner. Each certificate shall bear an endorsement precluding cancellation or reduction in coverage of any policy covered by such certificate except upon at least thirty (30) days prior written notice to Owner. It is agreed that Owner shall not be liable for the payment of any premiums or assessments on the insurance required.

Lessee shall present evidence of required insurance and certificate of endorsement to Owner no later than the commencement date of this Lease and each and every lease year thereafter. The Lessee shall not occupy the Premises until the Owner has received and approved the required certification. ***Failure on the part of the Lessee to procure or maintain insurance shall constitute a material breach upon which the Owner may immediately terminate this Lease Agreement.***

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

a. **General Liability.** Lessee shall provide and maintain at its own expense during the term of this Lease Agreement a policy of Commercial General Liability Insurance, inclusive of personal injury liability and broad form property damage coverage, in an amount not less than **One Million Dollars (\$1,000,000)** per occurrence. The coverage shall be written on an occurrence basis. Claims made coverage is not acceptable.

b. **Workers' Compensation Insurance.** Lessee shall provide and maintain at its own expense during the term of this Agreement a program of Workers' Compensation Insurance and Employer's Liability Insurance in an amount and form to meet all applicable requirements of the State Labor

Code and which specifically covers all persons providing services by or on behalf of the Lessee and all risks to such persons under the Agreement.

c. **Fire and Casualty Insurance.** Lessee shall maintain fire insurance on such party's own equipment and property or to adequately self-insure the same. Lessee shall provide, or cause to be provided, and maintained at its sole cost property insurance in the amount of the value of the improvements on the Premises on a replacement cost basis. The property insurance shall insure against the perils of fire (with extended coverage), theft, vandalism, malicious mischief, collapse, flood, earthquake, windstorm and physical loss or damage. Owner will not keep improvements which are constructed or installed and owned by Lessee under the provisions of this Lease insured against fire or casualty, and Lessee will make no claim of any nature against Owner by reason of any damage to the business or property of Lessee in the event of damage or destruction by fire or other cause, arising other than from or out of negligence or willful misconduct of agents or employees of the Owner in the course of their employment.

d. **Insurance Endorsements.** The liability insurance policy(ies) shall be endorsed with the following language:

(1) The City of Compton and its respective elected and appointed officers, officials, employees, agents and volunteers are to be named and covered as "additional insureds" with respect to liability arising out of the activities of the Lessee.

(2) The insurer waives all rights of subrogation against the City.

(3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City.

(4) Identify the leased Premises covered by the policy(ies) and the identity of the insured(s).

e. **Contractor's Insurance Requirements.** Lessee shall require that any contractors and subcontractors used to perform improvements/repairs to the building structure and Premises as provided in Sections 8 and 9 of this Lease Agreement to provide and maintain during the entire period of performing improvements/repairs the following programs of insurance:

(1) A policy of Commercial General Liability Insurance, inclusive of personal injury liability and broad form property damage coverage, in an amount not less than **One Million Dollars (\$1,000,000.00)** per occurrence and **Two Million Dollars (\$2,000,000.00)** general aggregate. The coverage shall be written on an occurrence basis. Claims made coverage is not acceptable.

(2) A program of Workers' Compensation Insurance and Employer's Liability Insurance in an amount and form to meet all applicable requirements of the State Labor Code and which specifically covers all persons providing services by or on behalf of the contractor and all risks to such persons.

(3) A program of Automobile Liability Insurance with a limit of liability of not less than One Million Dollars (\$1,000,000.00) for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

(4) The Contractor(s) liability insurance policy(ies) shall be endorsed with the following language: The City and its respective elected and appointed officers, officials, employees, agents and volunteers are to be named and covered as "additional insureds" with respect to liability arising out of the activities of the contractor.

Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the Lessee and/or its contractors and subcontractors under the terms of the Lease Agreement. Lessee shall procure and maintain, at its own costs and expense, any additional kinds and amounts of insurance that, in its own judgment, may be necessary relating to Lessee's use of the Premises and improvement/repairs made to the Premises.

Section 11. Losses. Owner shall not be responsible for losses or damage to personal property, equipment or materials of Lessee. Owner will not keep improvements which are constructed or installed and owned by Lessee under the provisions of this Lease insured against fire or casualty, and Lessee will make no claim of any nature against Owner by reason of any damage to the business or property of Lessee in the event of damage or destruction by fire or other cause, arising other than from or out of the gross negligence or willful misconduct of agents or employees of the Owner in the course of their employment.

Section 12. Damage or Destruction.

a. Termination of Lease. If the entire Premises or any material portion thereof are damaged or destroyed by earthquake or other violent action of the elements, or by fire or other casualty such that it is difficult or impossible for Lessee to continue operating its business thereon, then either Owner or Lessee may cancel this Lease as of the date of damage or destruction by delivering written notice to the other within thirty (30) days following the damage or destruction. If the Lease is cancelled, Lessee shall surrender the Premises and shall not be obligated for any further rental payment and Owner shall refund any unearned rent paid in advance by Lessee, calculated at a daily rate based on the regular monthly rental.

Repair of Premises. In the event of any lesser damage by casualty (other than that caused by or do the actions/inactions of the Lessee), Owner shall, at Owner's cost and expense, promptly repair the same to the extent Owner's insurance proceeds are made available to Owner therefor and provided that (a) such repairs, in Owner's reasonable good faith opinion, can be commenced within thirty (30) days of the event which necessitated the repair and restoration, unless it is not reasonably possible to commence repair and restoration within thirty (30) days from the date of such damage or destruction (without payment of overtime or other premiums) and (b) the cost of such repairs, in Owner's reasonable good faith opinion, will not exceed 50% of the then replacement cost of the Site. If Owner is not required to repair such damage or destruction, then Owner shall, within 30 days from the date of such damage or destruction, either (i) notify Lessee in writing of Owner's election to repair such damage or destruction, in which event Owner shall promptly repair the same, or (ii) notify Lessee in writing of Owner's election to immediately terminate this Lease, in which event this Lease is terminated effective as of the date of such damage or destruction. Lessee may terminate this Lease effective as of the date of any such damage or destruction if Lessee reasonably determines in its good faith opinion that such damage or destruction substantially impairs the satisfactory operation of the Lessee's operations by notifying Owner in writing of Lessee's election to terminate not later than 30 days after the date of such damage or destruction.

Loss Caused by Lessee. If the Premises are wholly or partially damaged or destroyed as a result of the gross negligence or willful misconduct or omission of Lessee, Lessee shall forthwith diligently undertake to repair or restore all such damage destruction at Lessee's sole cost and expense. This Lease shall continue in full force and effect without any abatement or reduction in rent or other payments owed by Lessee, and this obligation of Lessee to repair or restore the Premises shall survive the cancellation of this Lease.

Exclusive Remedy. This Section 12 shall be Lessee's sole and exclusive remedy in the event of damage or destruction of the Premises, and Lessee waives and releases Lessee's rights under California Civil Code Section 1932 and 1933(4).

No damages, compensation or claim shall be payable by Owner for any inconvenience, any interruption or cessation of Lessee's business, or any annoyance, arising from any damage or destruction of all or any portion of the Premises.

Section 13. Hazard Materials. Lessee shall not use any Hazardous Materials in/on or on Site or the Premises, except as necessary in the ordinary course of business and in full compliance with all Environmental Laws. Lessee will promptly notify Owner of any release or presence of any Hazardous Material in/on the Premises of which Lessee becomes aware.

- a. Remediation. If Hazardous Materials are released at the Site and/or Premises by Lessee, its agents, employees, or contractors, then Lessee is

solely responsible for the removal and/or remediation of any Hazardous Materials to the extent required by governmental authorities in compliance with applicable Environmental Laws.

- b. Indemnification. Lessee shall indemnify and hold Owner harmless from and against any and all claims, actions, suits, proceedings, loss, liabilities, damages, fines, costs, or expense (including reasonable attorneys' fees, consultants' fees, investigation and laboratory fees, court costs, and litigation expenses), which arise from the presence of Hazardous Materials at the Site and/or Premises released by Lessee or its agents, employees, or contractors.

Section 14. Default. Lessee shall pay said rent to the Owner without deduction, default or delay. In the event of the failure of Lessee to do so, or in the event of a breach of any other terms, covenants or conditions herein contained on the part of Lessee to be kept and performed and if such default continues for a period of thirty (30) days after receipt of written notice from Owner to Lessee of such default, this Lease may be terminated. Owner may not terminate the Lease if (a) Lessee cures the default within the thirty (30) day period after notice of default is given, or (b) the default cannot reasonably be cured within thirty (30) days after notice of default is given, but Lessee reasonably commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default. In the event of termination of this Lease, it shall be lawful for Owner to reenter into and upon the Premises and every part thereof and to remove and store at Lessee's expense all property therefrom and to repossess and occupy the Premises. In addition thereto, Owner shall have such other rights or remedies as may be provided for by law.

Section 15. Holding Over. In case Lessee holds over beyond the term herein provided with the consent, express or implied, of the Owner, such tenancy shall be from month-to-month only, subject to the same terms and conditions of this Lease, but shall not be a renewal hereof. Such month-to-month tenancy shall be terminable on thirty (30) days written notice by either party to the other party.

Section 16. Cancellation Provision. Notwithstanding any other provisions contained herein, either party shall have the right to cancel this Lease, without cause, at anytime, upon thirty (30) days prior written notice to the other party.

Section 17. Owner's Access. Lessee agrees to permit the Owner or Owner's authorized agents, upon reasonable advance notice, free access to the Premises at all reasonable times for the purpose of inspection of the Premises or for making necessary alterations, improvements or major repairs.

Section 18. Discrimination. The Lessee herein covenants by and for itself, its heirs, executors, administrator, and assigns, and all persons claiming under or

through it that this Lease is made, accepted and subject to the following conditions:

That there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, the leasing, subleasing, transferring, use, occupancy, tenure, enjoyment of the Premises herein leased nor shall the Lessee itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with referenced to the selection, location, number, use of occupancy, of Lessees or vendees in the Premises herein leased.

Section 19. Indemnification. Lessee shall indemnify and save harmless the Owner, its officials, officers, employees, agents and volunteers (collectively hereafter the "Owner"), against any and all damages to property or injuries to or death of any person or persons, and shall defend, indemnify and save the Owner from any and all liability and expense, including reasonable defense costs and legal fees, and claims, demands, suits, actions or proceedings of any kind or nature, including Workers' Compensation claims, of or by anyone whomsoever in any way resulting from or arising out of Lessee's, its employees, contractors, agents or invitees negligent or intentional acts in or on the Premises, or from conduct of Lessee, its employees, contractors, agents or invitees practice or business from any activity, work or things done.

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

Section 20. Partnership Disclaimer. Lessee and any and all agents of Lessee shall act in an independent capacity and not as officers or employees of the Owner. Nothing herein contained shall be construed as constituting the parties herein as partners.

Section 21. Vacating Premises. Lessee shall, on the last day of said term or sooner termination of this Lease, peaceably and quietly leave, surrender and yield up to the Owner, the Premises in good order, condition and repair, reasonable use and wear thereof and damage by acts of nature, excepted.

Section 22. Compliance with Laws. Lessee shall at its sole cost and expense, comply with all the laws and requirements of all municipal, county, state and federal authorities now in force, or which may hereafter be in force pertaining to the Premises and use of the Premises as provided by this Lease.

Section 23. Easements and Right of Way. This Lease is subject to all existing easements and right of way. Owner further reserves the right to grant additional public utility easements as may be necessary and Lessee hereby consents to the granting of any such easements. The public utility will be

required to reimburse Lessee for any damages suffered by Lessee caused by the construction work on the easement area.

Section 24. Parking Access. Unless specifically provided herein, if off-street parking is provided at the Site of the Premises, Lessee, its employees and invitees may have equal access to non-restricted/non-reserved parking spaces provided to all Lessees on a first-come, first-served basis.

Section 25. Relocation. Lessee acknowledges that Lessee, its employees, contractors, subordinates and assigns are not entitled to any Relocation Payment or Relocation Advisory Assistance due to their occupancy of the Premises.

Section 26. Failure to Perform. In the event of the failure, neglect or refusal of Lessee to do, or perform work, or any part thereof, of any act or thing in this Lease provided to be done and performed by Lessee, Owner shall, at its option, have the right to do and perform the same, and Lessee hereby covenants and agrees to pay Owner the costs thereof on demand.

Section 27. Binding on Successors. Each and all of the terms and agreements herein contained shall be binding upon and shall inure to the benefit of the successors in interest of the Owner, and wherever the context permits or requires the successors in interest to the Lessee.

Section 28. Amendments. This Lease Agreement may be modified or amended only by written document executed by both Lessee and Owner's City Manager and approved as to form by the City Attorney. Such document shall expressly state that it is intended by the parties to amend the terms and conditions of this Lease Agreement.

Section 29. Waivers. A waiver by either party to this Agreement of any breach of any terms, covenants or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

Section 30. Governing Law and Severability. This Agreement shall be governed by and construed under the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles.

Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the

unexcised portion, can be reasonably interpreted to give effect to the intentions of the parties.

Section 31. Notices. All notices, demands or requests to be given under this Lease Agreement shall be given in writing and conclusively shall be deemed received when: (a) delivered personally, or (b) on the fifth (5th) business day after the deposit thereof in the United States mail, postage prepaid, and addressed as hereinafter provided, or (c) one business day after send by facsimile transmission.

To OWNER:

**City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: Director, General Services Department
(310) 605-5519
(310) 605-1753 – fax.**

With copy to:

**City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: City Manager**

To LESSEE:

**Coalition for Humane Immigrant Rights
2533 West 3rd Street, Suite 101
Long Beach, California 90807
Attn: Angelica Salas, Executive Director
(213) 353-1346
(213) 353-1344 – fax.**

Section 32. Entire Agreement. This Lease and any exhibits or attachments hereto and incorporated herein constitute the entire agreement of Owner and Lessee. There are no agreements, terms, conditions or obligations other than those set forth herein.

This Lease shall supersede all previous communications, representations or agreements, either verbal or written between Owner and Lessee. This agreement may be modified only by written agreement signed by both Owner and Lessee.

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

COALITION FOR HUMANE IMMIGRANT RIGHTS / LESSEE

By _____
Angelica Salas, Executive Director

Dated: _____

**CITY OF COMPTON/OWNER
Recommended for Approval:**

By _____
Nebraska Jones, Director
General Services Department

Dated: _____

Approved by:

By _____
Willie A. Hopkins, Jr., City Manager

Dated: _____

Approved as to form:

By _____
Legal Division

Dated: _____

ATTEST:

Dated: _____

By _____
Satra D. Zurita, City Clerk

**Lease Agreement – Compton CareerLink Facility
700 North Bullis Road, Compton, CA 90221 (Classroom 1A)
Resolution No. _____**

Encl:
Resolution No. _____
Diagram of Premises
City of Compton Holiday Schedule

DRAFT

Project	Date	Area	Sheet



CHIRLA

Coalition for Humane
Immigrant Rights

2533 W. Third Street, Suite 101
Los Angeles, California 90057

213.353.1333

1.888.624.4752

www.chirla.org

March 10, 2025

City of Compton
Nebraska Jones, Director General Services Department
205 South Willowbrook Avenue
Compton, CA 90220

Dear Mr. Jones,

On behalf of CHIRLA, I am writing to formally express our intent to renew our lease for the premises located at 700 North Bullis Road, Suite 1A, Compton, CA 90221. Our current lease is set to expire on May 31, 2025, and we would like to extend the lease for an additional 12-month period under the existing terms, or as mutually agreed upon. Additionally, we would like to explore the possibility of securing a nonprofit rate per square foot, given our mission and community work.

CHIRLA remains dedicated to serving the residents of Compton and surrounding communities by providing immigration legal support, community education, and outreach services to underrepresented populations. Our presence in Compton has played a vital role in making immigration legal services more accessible to the community.

We kindly request that you provide the lease renewal agreement for our review at your earliest convenience. Please feel free to contact me should you require any additional information.

Sincerely,

Zerihoun Yilma

Managing Director

HEADQUARTERS

2533 W. 3rd Street, Suite 101
Los Angeles, California 90057

STATE OFFICE

1225 8th Street, Suite 240
Sacramento, CA 95814

NATIONAL OFFICE

740 15th Street NW, Suite 331
Washington, DC 20005

OFFICES IN YOUR NEIGHBORHOOD

DOWNTOWN LOS ANGELES • SOUTH LOS ANGELES • EAST LOS ANGELES • SAN FERNANDO VALLEY • SAN BERNARDINO
ORANGE COUNTY • CENTRAL VALLEY

PRESENCE IN YOUR AREA

ANTELOPE VALLEY • HIGH DESERT • FRESNO