

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

COMPTON CITY COUNCIL AGENDA

10/21/2025

3:30 PM – PUBLIC WORKSHOP

4:30 PM – CLOSED SESSION

5:30 PM – PUBLIC MEETING

**301 N TAMARIND AVE
COMPTON, CA 90220
CONFERENCE ROOM 101**

WORKSHOP(S)

WORKSHOP - BOARDS AND COMMISSIONS @ 3:30PM

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

Pursuant to Government Code Sections 54954.5 and 54956.9(d)(1)
Craig J. Cornwell vs City of Compton
Case No. 22STCV07996

REPORT OUT OF CLOSED SESSION

PRESENTATION

2. POWERPOINT PRESENTATION AB 413 - City Engineer Hongwei Jack Gong

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.

PUBLIC WORKS DEPARTMENT

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR AGREEMENT WITH HAAKER EQUIPMENT COMPANY FOR EQUIPMENT MAINTENANCE SERVICES IN AN ANNUAL AMOUNT NOT TO EXCEED SEVENTY-FIVE THOUSAND DOLLARS (\$75,000) WITH TWO (2) ONE-YEAR EXTENSION OPTIONS, AND TO ESTABLISH A PURCHASE ORDER WITH HAAKER EQUIPMENT COMPANY IN THE AMOUNT OF SEVENTY-FIVE THOUSAND DOLLARS (\$75,000)
4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR AGREEMENT WITH QUINN COMPANY FOR EQUIPMENT MAINTENANCE SERVICES AND RENTALS IN AN ANNUAL AMOUNT OF SIXTY THOUSAND DOLLARS (\$60,000) WITH TWO (2) ONE-YEAR EXTENSION OPTIONS, AND TO ESTABLISH A PURCHASE ORDER WITH QUINN COMPANY IN THE AMOUNT OF SIXTY THOUSAND DOLLARS (\$60,000)

REGULAR AGENDA

NEW BUSINESS

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2025-26 BUDGET, AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR AGREEMENT FOR GLOBAL POSITIONING SYSTEM (GPS) SOFTWARE MONITORING AND SERVICES WITH FORWARD THINKING SYSTEMS, LLC IN AN ANNUAL AMOUNT OF TWENTY-THREE THOUSAND TWO HUNDRED SIXTY-FIVE DOLLARS AND SIXTY CENTS (\$23,265.60) WITH TWO (2) ONE-YEAR EXTENSION OPTIONS, AND TO ESTABLISH A PURCHASE ORDER

WITH FORWARD THINKING SYSTEMS, LLC IN AN AMOUNT NOT TO EXCEED FORTY-SIX THOUSAND FIVE HUNDRED THIRTY-ONE DOLLARS AND TWENTY CENTS (\$46,531.20)

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING THE UPDATE TO THE CITY'S EMERGENCY OPERATIONS PLAN

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: 10/28/2025 5:30 PM

NEXT PUBLIC WORKSHOP: 10/28/2025 4:30 PM – UAL OPEB TAXES

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

Visit our Youtube at <https://www.youtube.com/@comptoncityhall>



Assembly Bill 413

– Daylighting Law

AB 413 & Compton Parking Enforcement

Public Works Engineering Department
10/21/2025

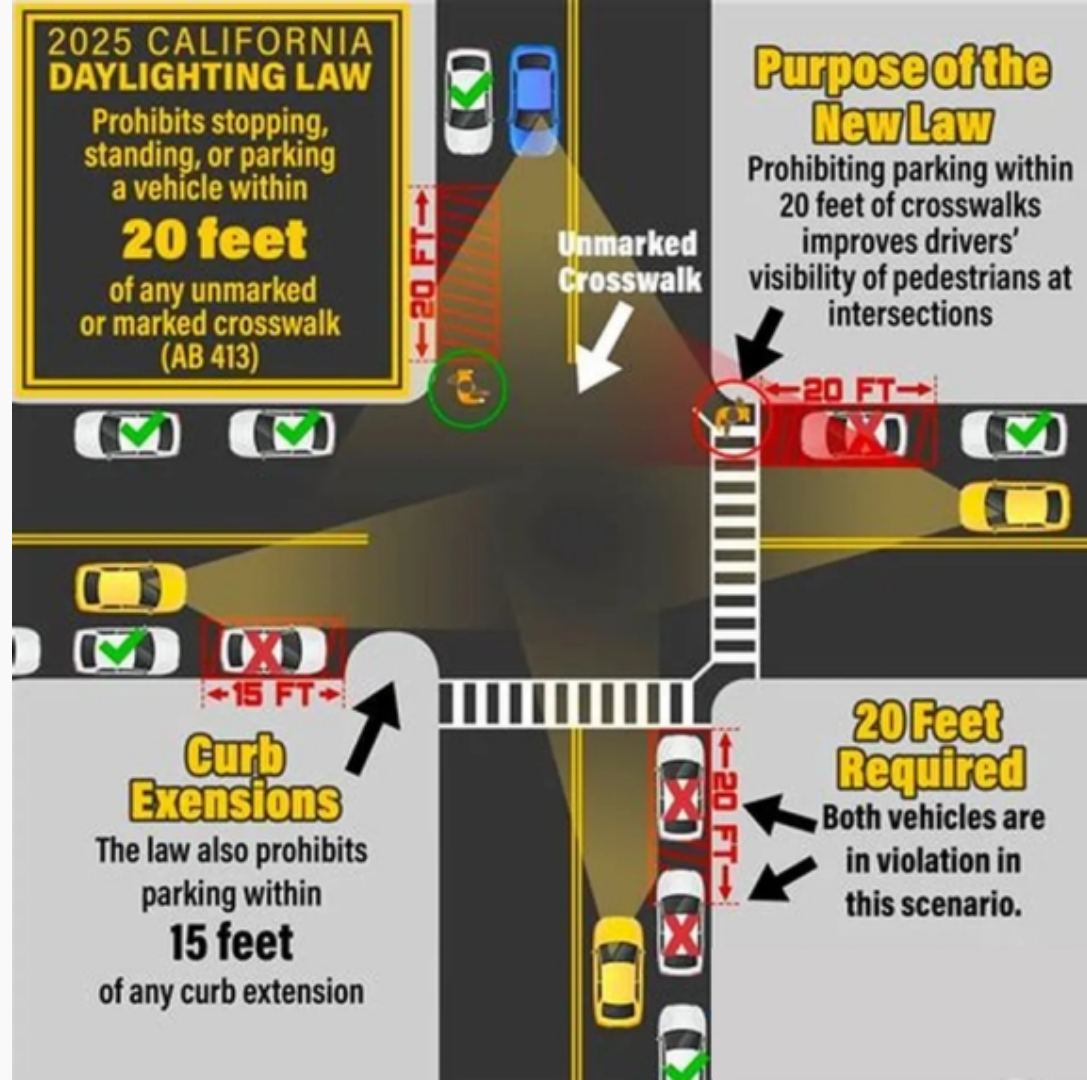


- Historically, statewide law lacked specific parking distances requirements near stop signs
- Compton Municipal Code included local restrictions, now clarified and reinforced by AB 413.



Assembly Bill 413

- **Effective Date:** January 1, 2025
- **No parking within 20 feet** of any marked or unmarked crosswalk for improved driver visibility.
- **No parking within 15 feet** when a curb extension (bulb-out) exists.
- Applies **regardless of curb color or signage**.



Compton Municipal Code

- **§ 12-3.4:** No parking within 20 feet of a designated safety zone.
- **§ 12-3.5:** No parking within 30 feet of an intersection.
- **§ 12-3.5:** No parking within 25 feet of the approach to a crosswalk.
- Local regulations complement the new state law and support pedestrian safety.





Parking Citation Payment/Appeal Process & Payment Plan Policy

- **Policy Statement:** City of Compton Parking Policy
<https://www.pticket.com/COMPTON/policystatement.pdf>
- **AB413 Enforcement Start:** Late November 2025
- **Current Parking Citation:** \$90

October 21, 2025

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: PUBLIC WORKS STREET MAINTENANCE DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR AGREEMENT WITH HAAKER EQUIPMENT COMPANY FOR EQUIPMENT MAINTENANCE SERVICES IN AN ANNUAL AMOUNT NOT TO EXCEED SEVENTY-FIVE THOUSAND DOLLARS (\$75,000) WITH TWO (2) ONE-YEAR EXTENSION OPTIONS, AND TO ESTABLISH A PURCHASE ORDER WITH HAAKER EQUIPMENT COMPANY IN THE AMOUNT OF SEVENTY-FIVE THOUSAND DOLLARS (\$75,000)

SUMMARY

Adoption of this resolution will authorize the City Manager to enter into a three (3) year agreement with Haaker Equipment Company for equipment maintenance services in an annual amount of Seventy-Five Thousand Dollars (\$75,000), and will authorize the establishment of a purchase order with Haaker Equipment Company in the amount of Seventy-Five Thousand Dollars (\$75,000).

BACKGROUND

The City of Compton's sewer collection and delivery system is comprised of approximately 147 miles of piping, ranging in size from 4 to 24 inches. The piping is connected via 2,899, 4ft-diameter manholes. The City's sewer flows by gravity. As part of the City's Sewer System Management Plan, the Public Works Street Maintenance Department (Department) has developed an ongoing condition assessment program as well as routine preventive operation and maintenance activities for scheduling regular maintenance and cleaning of the sanitary sewer system.

An essential component of maintaining the sanitary sewer system is the use of industrial sewer vacuum trucks. The vacuum trucks use a combination of high-pressure jet spray and suction to create an unobstructed path in sewer lines. The high-powered spray and specialized equipment are valuable in unblocking pipes, which helps keep the City's pipes flowing without interruption, making planned maintenance more efficient and sanitary.

STATEMENT OF THE ISSUE

The Public Works Street Maintenance Department (Department) is responsible for the upkeep of the City's sewer infrastructure. The City currently owns and operates Vactor 2110 Sewer Cleaning Trucks to maintain and clean the sanitary sewer system, which require various forms of maintenance.

Haaker Equipment is the manufacturer of the vacuum trucks and is the only authorized service provider to perform maintenance, in accordance with the manufacturer's warranty requirements.

FISCAL IMPACT

Funding for this expenditure is available in the Department's Fiscal Year 2025-26 Budget in the following account:

<u>Account</u>	<u>Description</u>	<u>Amount</u>
2300-720-000-4236	Maintenance & Repair	\$75,000.00

ALTERNATIVE

No other alternative is being proposed at this time.

RECOMMENDATION

Staff recommends that the City Council approved the attached resolution.

**MARCUS HARRIS
INTERIM STREET SUPERINTENDENT**

APPROVED FOR FORWARDING:

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR AGREEMENT WITH HAAKER EQUIPMENT COMPANY FOR EQUIPMENT MAINTENANCE SERVICES IN AN ANNUAL AMOUNT NOT TO EXCEED SEVENTY-FIVE THOUSAND DOLLARS (\$75,000) WITH TWO (2) ONE-YEAR EXTENSION OPTIONS, AND TO ESTABLISH A PURCHASE ORDER WITH HAAKER EQUIPMENT COMPANY IN THE AMOUNT OF SEVENTY-FIVE THOUSAND DOLLARS (\$75,000)

WHEREAS, the Public Works Street Maintenance Department (Department) is responsible for maintaining the City's sewer infrastructure; and

WHEREAS, an essential component of maintaining the sanitary sewer system is the use of industrial sewer vacuum trucks; and

WHEREAS, the City owns and operates Vactor 2110 Sewer Cleaning Trucks to maintain and clean the sanitary sewer system; and

WHEREAS, Haaker Equipment Company is the original equipment manufacturer and sole authorized provider of maintenance and repair services for the City's Vactor 2110 Sewer Cleaning Trucks; and therefore, the procurement qualifies as a sole-source contract in accordance with Section 1411 of the City Charter, which authorizes the City Council to waive competitive bidding as prescribed in the ordinance setting up such rules and regulations; and

WHEREAS, the vacuum trucks require regular maintenance services to ensure optimal performance; and

WHEREAS, establishing an agreement with Haaker Equipment Company will ensure continued access to equipment and maintenance services; and

WHEREAS, staff recommends authorizing a three (3) year agreement with Haaker Equipment Company, with two (2) one-year extensions; and

WHEREAS, staff recommends establishing a purchase order with Haaker Equipment Company in the amount of Seventy-Five Thousand Dollars (\$75,000); and

WHEREAS, funding for this expenditure is available in the Department's Fiscal Year 2025-26 Budget in the following account:

<u>Account</u>	<u>Description</u>	<u>Amount</u>
2300-720-000-4236	Maintenance & Repair	\$75,000.00

WHEREAS, funding for the remaining years of the agreement will be appropriated through future budget allocations.

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

Section 1. That the City Manager is hereby authorized to enter into a three (3) year agreement with two (2) one-year extension options with Haaker Equipment Company for equipment maintenance services, and to establish a purchase order with Haaker Equipment Company in the amount of Seventy-Five Thousand Dollars (\$75,000) from Account No. 2300-720-000-4236.

Section 2. That this action is taken pursuant to City Charter Section 1411, based on the sole-source determination that Haaker Equipment Company is the exclusive authorized service provider for the City's Vactor 2110 Sewer Cleaning Trucks

Section 3. That a purchase order is authorized each year of the agreement with Haaker Equipment Company in an annual amount of Seventy-Five Thousand Dollars (\$75,000).

Section 4. That funding for the remaining years of the agreement will be appropriated through future budget allocations.

Section 5. That a copy of this Resolution shall be filed in the offices of the City Clerk, City Manager, City Controller, City Attorney, Law Division and Public Works Street Maintenance Department.

Section 6. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this _____ day of _____, 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-
ABSENT: COUNCIL MEMBERS-
ABSTAIN: COUNCIL MEMBERS-

SATRA D. ZURITA
CITY CLERK OF THE CITY OF COMPTON

CITY SINGLE/SOLE SOURCE JUSTIFICATION

SECTION I- INSTRUCTION FOR COMPLETING THIS FORM

1. Formal justification is required for sole source procurements when competitive bid guidelines require pricing from competing firms.
2. A written justification will be prepared by the department and approved by the department head or designee.
3. Prior to execution of a contract, the City Controller or designee shall approve ALL sole source requests for commodities that exceed \$500 and services exceeding \$500 or a two (2) year consecutive term, regardless of the contract amount.
4. If vendor is a retired, former City employee, City Manager shall approve the sole source request, **regardless of the sole source amount.**
5. City Council approval is required for all sole source contracts for commodities that exceed \$25,000 and services exceeding \$25,000 or a two (2) year consecutive term, regardless of the contract amount.
6. The Department and A/P Division shall retain a copy of the justification as part of the contract file and payment file, respectively.
7. Valid sole source requests contain strong technological and/or programmatic justifications.
8. Sole source procurements may be approved based upon emergency situations in which there is not adequate time for competitive bidding.
9. Sole source requests for Grant contracts will be guided by the regulations of the funding source.
10. Each question in Section III of this form must be answered in detail and signed by the department head with concurrence of the City Controller or Designee.

SECTION II- DEPARTMENT INFORMATION

Department: Public Works	Date: 7/9/25
Vendor Name: Haaker	Bid Number:
Is the above-named vendor a retired employee of the City? ☐ Yes ☒ No	

If "Yes", review and Approval is required from CM prior to Contract execution.				
Amount: \$75,000	Contract Term (Dates):	Is Agreement Funded? ☐ Yes ☐ No	Funded Sources: Percent Funded:	Propriety?
Type of Request: ☐ New ☐ Multi-year ☐ Amendment ☐ Increase ☐ Retired Former Employee				
City Council Date:		Resolution Number:	If not scheduled go to the City Council explain why?	
Does Contract include Non-Standard language? If yes, explain why.				
Was Contract Approved by legal counsel?		Requisition Number:	Supplier Name and Number:	
Were any exceptions taken? If yes, explain why in detail.				

SECTION III-SOLE SOURCE JUSTIFICATION

1. Provide a description of the type of contract to be established. (For example, is the contract a commodity, service, human service, public works, or other -please explain.)

Haaker is the manufacturer of our 2 Vac Trucks, and pressure washing equipment. They provide sales, repairs, and maintenance of these equipment's also.

2. Provide a detailed description of services/commodities to be provided by the vendor. (This information may be obtained from the scope of work prepared by the City and the vendor's proposal that provides a detailed description of the services/supplies). Attach additional sheet if necessary.

Haaker provide sales, repairs, and maintenance of equipment's mentioned above.

3. Please state why the recommended vendor is the only one capable of providing the required supplies and/or commodities. Provide all evidence of research that was completed, identifying all

other sources that were evaluated. (Including, but not limited to companies, names, manufacturers, model numbers, internet search results, etc.) Include any back-up information or documentation which supports your recommendation. (Acceptable responses to this question will include strong programmatic/technological information that supports the claim that there is only one vendor that can provide the services and/or commodities). Attach additional sheet if necessary.

Haaker is the Manufacturer of our 2 VAC Trucks, and are the only qualified company to work on these two vehicle, due to only the manufacturer parts being available for our VAC trucks at this time.

4. Please list any other sources that have been contacted and explain in detail why they cannot fulfill the City's requirements. (Responses to this section should include information pertaining to any research that was conducted to establish that the vendor is a sole source. Responses should include information pertaining to discussions with other potential suppliers and why they were no longer being considered by the City). Answers to this section may be provided by the requestor and the Purchasing Supervisor as appropriate. Attach additional sheet if necessary.

Due to Haaker being the sole manufacturer of our VAC trucks, and future repairs being unforeseen we are unable to obtain any quotes at this time.

5. How does recommended vendor's prices or fees compare to the general market? Attach quotes for comparable services or supplies, if available. Attach additional sheet if necessary.

Haaker prices and fees are compatible with general market for the services they provide to City of Compton.

6. If recommended vendor could not provide the product or service, how would the City accomplish this particular task? Attach additional sheet if necessary.

City would need to purchase new trucks with new manufacturer.

7. If vendor is a retired, former employee, has the vendor previously been rehired as a working

retiree or a contractor within the last three years?

If yes, provide the following information: a) If a working retiree, provide time periods worked, hours worked, and hourly amounts paid. b) If a contractor (regardless of scope of work), provide contract dates, scope of work, and total amounts paid under each contract. Attach additional sheets if necessary.

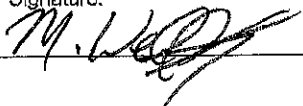
N/A

8. If the vendor is a retired, former employee, provide explanation/support for hiring the retired, former employee as a vendor instead of a working retiree. Attach additional sheet if necessary.

N/A

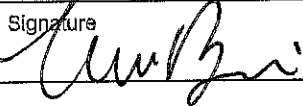
SECTION IV- AUTHOR/REQUESTOR

My department's recommendation for sole source is based upon an objective review of the product/service required and appears to be in the best interest of the City. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities favor or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms have been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist. I hereby certify that the above request and Justification is accurate and complete to the best of my knowledge and belief.

Signature: 	Print Name: Maurice Wellington	Date: 7-9-25
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SECTION V- CITY MANAGER APPROVAL (Review and approval is required when vendor is a Retired, Former Employee.)

A good faith review of available sources for the request noted on this form has been completed and claim is found to be justified.

Signature: 	Name: Tamara Binn	Date: 8/18/25
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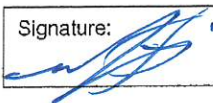
SECTION VI- CITY CONTROLLER OR DESIGNEE

A good faith review of available sources for the request noted on this form has been completed and claim is found to be justified.

Signature:	Name:	Date:
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SECTION VII- DEPARTMENT HEAD APPROVAL

A good faith review of available sources for the request noted on this form has been completed and claim is found to be justified.

Signature: 	Name: <i>Marcus Davis</i>	Date: <i>8/13/25</i>
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**SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
HAAKER EQUIPMENT COMPANY**

This **AGREEMENT** is entered into by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as "**CITY**") located at 205 South Willowbrook Avenue, Compton, California 90220, and **HAAKER EQUIPMENT COMPANY**, (hereinafter referred to as "**CONTRACTOR**") located at 2070 n White Avenue, La Verne, California 91750.

WITNESSETH

That the **CITY** and **CONTRACTOR**, for the consideration, terms and conditions herein described, mutually agree as follows:

1. SERVICES TO BE PERFORMED BY CONTRACTOR:

CONTRACTOR shall provide equipment maintenance services and rental of Caterpillar brand heavy equipment, including but not limited to:

- a. Preventative and corrective maintenance of City-owned Caterpillar equipment.
- b. Rental of Caterpillar heavy equipment on an as-needed basis.
- c. Technical support and service to ensure equipment reliability.

CONTRACTOR agrees to be responsible for furnishing all said labor, materials, equipment, tools and services; furnishing and removing, tools and equipment, and doing everything required by the Agreement; and for completing the work in accordance with the requirements of this Agreement.

2. TERM OF CONTRACT:

The term of this Agreement shall extend from October 1, 2025, and shall remain in effect until September 30, 2028, unless this Agreement is terminated earlier as provided herein. Upon expiration of the initial term of this Agreement, the City may extend this Agreement for up to two (2) additional one-year terms upon mutual written agreement of the Parties.

3. COMPENSATION:

The total price paid the **CONTRACTOR** will include compensation for all work, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the **CONTRACTOR**, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total compensation will be negotiated between the **CONTRACTOR** and the **CITY**. Adjustment in the total compensation will not be effective until authorized and approved by the **CITY**.

Progress payments may be made in arrears based on the percentage of work and deliverables completed by the **CONTRACTOR**. If **CONTRACTOR** fails to submit the required deliverable items according to schedule or as required by the provisions of this Agreement, the **CITY** shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions noted herein.

Maintenance Agreement – Haaker Equipment Company
Equipment Maintenance Services
Resolution No. _____

CONTRACTOR shall be reimbursed within thirty (30) days, or as promptly as fiscal procedures may permit, upon receipt by the **CITY** of itemized invoices for services completed. Invoices shall be submitted after the performance of work for which the **CONTRACTOR** is billing. Invoices shall detail the work performed on each task as applicable. Invoices shall be delivered or mailed to the Street Superintendent of Public Works Street Maintenance Department at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

It is understood and agreed that the maximum amount of compensation payable to **CONTRACTOR** for services performed and completed each fiscal year of this Agreement is limited to the sum of Seventy-Five Thousand Dollars (\$75,000).

The **CONTRACTOR** is required to comply with all federal, state and local laws and ordinances applicable to the work.

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

4. INDEPENDENT CONTRACTOR STATUS

CONTRACTOR, its officers, employees, subcontractors, agents and volunteers (collectively hereinafter the "Contractor"), is a wholly independent Contractor and not an officer, employee, subcontractor or agent of the **CITY**. Neither the **CITY** nor any of its officers, employees, agents or volunteers shall have any control over the conduct of the **CONTRACTOR**, except as expressly set forth in this Agreement. **CONTRACTOR** expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Agreement that **CONTRACTOR** shall not at any time or in any manner, represent that **CONTRACTOR** is in any manner officers, employees, agents

or volunteers of the **CITY**. **CONTRACTOR** shall obtain no rights to retirement, health care or any other benefit that accrue to **CITY** officials, officers, or employees. **CONTRACTOR** expressly waives any claim to such rights.

5. SUCCESSORS, ASSIGNMENT AND DELEGATION

CITY and the **CONTRACTOR** each binds themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Agreement shall assign the Contract or sublet it in whole or part without the written consent of the other, nor shall the **CONTRACTOR** assign any monies due or to become due to it hereunder, without the previous written consent of the **CITY**. Any attempted assignment of this Contract without the written consent of both parties is void.

6. NONDISCRIMINATORY EMPLOYMENT PRACTICES

During the performance of this Agreement, the **CONTRACTOR** agrees not to discriminate

Maintenance Agreement – Haaker Equipment Company
Equipment Maintenance Services
Resolution No. _____

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

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

7. INDEMNIFICATION

CONTRACTOR shall indemnify and save harmless the **CITY** and the **Los Angeles County Flood Control District**, their officials, officers, employees, agents and volunteers (collectively hereinafter the "City"), against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the **CITY** and shall defend, indemnify and save the **CITY** from any and all liability and expense including 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 **CONTRACTOR**, its officers, employees, subcontractors or agents on account of the performance or character of this work.

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

8. INSURANCE:

A. CONTRACTOR, by executing this Agreement, hereby certifies:

(1) *"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code and I will comply with such provisions before commencing the performance of the work of this Contract."*

(2) **CONTRACTOR** further agrees to require all subcontractors to carry Worker's Compensation Insurance as required by the Labor Code of the State of California.

B. Without limiting **CONTRACTOR's** indemnification of the **CITY**, **CONTRACTOR** shall provide and maintain at its own expense during the term of this Agreement the following program(s) of insurance covering its operations hereunder. Evidence of such insurance, which shall

Maintenance Agreement – Haaker Equipment Company
Equipment Maintenance Services
Resolution No. _____

be provided by insurer(s) satisfactory to the **CITY's** Risk Manager, shall be delivered to the **CITY**. Such evidence shall express conditions that the **CITY** is to be given written notice at least thirty (30) days in advance of any termination or implementation of a reduction of limits or material change of insurance coverage as specified herein, including at least ten (10) day notice of any non-payment of premium(s). ***Failure on the part of the Contractor to procure or maintain insurance shall constitute a material breach upon which the CITY may immediately terminate this Agreement.***

Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the **CONTRACTOR** under the terms of the Agreement. The **CONTRACTOR** is advised that the **CITY does not** carry Contractor's Risk insurance, and the Contractor shall obtain its own coverage. **CONTRACTOR** shall procure and maintain, at its own costs and expense, any additional kinds and amounts of insurance that, in its own judgment, may be necessary for its proper protection of the work. **CONTRACTOR** shall ensure any and all contracts with its Trade Contractors performing services under this Agreement meet the insurance requirements of this Agreement.

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

1. General Liability. **CONTRACTOR** shall provide and maintain at its own expense during the term of this Agreement a policy of Commercial General Liability Insurance, inclusive of personal injury liability and broad form property damage coverage, in an amount not less than **One Million Dollars (\$1,000,000.00)** per occurrence. The coverage shall be written on an occurrence basis. Claims made coverage is not acceptable.

2. Workers' Compensation Insurance. **CONTRACTOR** shall provide and maintain at its own expense during the term of this Agreement a program of Workers' Compensation

Insurance and Employer's Liability Insurance in an amount and form to meet all applicable requirements of the State Labor Code and which specifically covers all persons providing services by or on behalf of the **CONTRACTOR** and all risks to such persons under the Agreement.

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

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

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

. b The insurer waives all rights of subrogation against the **CITY**.

.c Any failure to comply with reporting provisions of the policies shall not affect

coverage provided to the **CITY**.

- . d Identity of the insured(s).

9. **PERMITS AND LICENSES**

CONTRACTOR, at its own expense, during the term of this Agreement, shall obtain and maintain all appropriate business and professional permits, licenses and certificates that may be required in connection with the performance of services by the **CONTRACTOR**.

Upon execution of this Agreement, the **CONTRACTOR** shall show evidence of a business license permit in conformance with *Section 9-1.2 of the Compton Municipal Code*.

10. **WARRANTIES**

The **CONTRACTOR** guarantees all work performed on the job against defective workmanship for a period of one (1) year following completion of the project.

If within one (1) year after the date of completion of the Agreement, any of the work is found to be defective or not in accordance with the Contract documents, the **CONTRACTOR** shall correct it promptly after receipt of a written notice from the **CITY** to do so, at the **CONTRACTOR'S** expense.

This obligation shall survive termination of the Contract. The **CITY** shall give notice promptly after discovery of the condition.

CONTRACTOR warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the **CONSULTANT**, to solicit or secure this Agreement

and that it has not paid or agreed to pay any company or person other than a bona fide employee

working solely for the **CONSULTANT**, any fee, commission, percentage, brokerage fee, gift or contingent fee. For breach or violation of this warranty, the **CITY** has the right to annul this Agreement without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

11. **FEDERAL AND STATE WITHHOLDING TAXES**

CONTRACTOR shall be responsible for paying when due all federal and state income withholding taxes for all earning under this Agreement. **CONTRACTOR** agrees to indemnify **CITY** for any claims, costs, losses, fees, penalties, interest, or damages suffered by **CITY** resulting from **CONTRACTOR's** failure to comply with this provision.

12. **COMPLIANCE WITH LAW**

All services rendered hereunder shall be provided in accordance with the requirements of relevant local, State and Federal laws, including compliance with the Air Quality Management District (AQMD) standards and orders.

13. 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.

14. FORCE MAJEURE:

In the event that performance by either party is rendered impossible (permanently or temporarily) due to acts of war, acts of terrorism, fires, floods, epidemics, quarantine restrictions, or other natural occurrences, strikes, work slowdowns, lockouts (other than lockout by **CONTRACTOR** or any of **CONTRACTOR's** subcontractors), or other similar acts to those described above or other causes beyond the reasonable control of such party, and without fault or negligence, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Notwithstanding the foregoing, **CITY** shall have the right to terminate this Contract upon any event that renders performance impossible. In such case, **CITY** shall be responsible for payment of all expenses incurred to the point at which this Contract is terminated.

15. TERMINATION

Notwithstanding any other provision of this Agreement, this Agreement may be terminated as follows:

A. The **CONTRACTOR** becomes insolvent; that is, it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not it has

committed an act of bankruptcy, and whether or not insolvent within the meaning of the federal Bankruptcy law, then, the **CITY** may, without prejudice to any other right or remedy and after giving the **CONTRACTOR** seven (7) days written notice, terminate this Agreement.

B. The **CONTRACTOR** persistently or repeatedly refuses or fails, except in cases for which extensions of time are provided, to supply enough properly skilled workers, property or material, or if he fails to make prompt payment to subcontractors or for materials or labor, or he persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, then, the **CITY** may, without prejudice to any other right or remedy and after giving the **CONTRACTOR** seven (7) days written notice, terminate this Agreement.

C. The **CONTRACTOR** fails to perform or breaches any material obligation under this Agreement, then, the **CITY** may, without prejudice to any other right or remedy and after giving the **CONTRACTOR** seven (7) days written notice, terminate this Agreement.

D. The **CITY** may terminate this Agreement at any time by giving thirty (30) days written notice of termination to **CONTRACTOR**. If the **CITY** gives such notice of termination,

Maintenance Agreement – Haaker Equipment Company
Equipment Maintenance Services
Resolution No. _____

CONTRACTOR shall cease immediately all work in progress, unless otherwise directed by the **CITY**. Upon termination **CONTRACTOR** shall furnish to the **CITY** a final invoice for work performed.

16. AMENDMENTS

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

17. GOVERNING LAW AND SEVERABILITY

This Agreement shall be governed by and construed under the laws of the State of California. 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.

18. CONTRACTOR's BOOKS AND RECORDS

CONTRACTOR shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to work, services, expenditures and disbursements charges to the **CITY** for the period and to the extent required by laws relating to audits of public agencies and their expenditures.

CONTRACTOR shall maintain all documents and records which demonstrate performance under this Agreement for the period and to the extent required by laws relating to audits of public agencies and their expenditures.

Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the **CITY** or a designated representative. Copies of such documents shall be provided to the **CITY** for inspection when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at **CONTRACTOR's** address indicated for receipt of notices in this Agreement.

19. EXAMINATION AND AUDIT

This Contract shall be subject to examination and audit of the State Auditor of the State of California and any duly authorized representative of the federal government, at the request of the **CITY**, or as part of any audit of the **CITY**, for a period of three (3) years, or longer if required by law, after final payment under this Agreement.

20. EXTENT OF AGREEMENT

Maintenance Agreement – Haaker Equipment Company
Equipment Maintenance Services
Resolution No. _____

This Agreement constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all and any part of the subject matter hereof. Nothing contained in this Agreement shall create any contractual relations between any subcontractor and the **CITY**.

21. NOTICES

Any notices required or permitted under this Agreement shall be effective when delivered in person; and effective one (1) business day after delivery by facsimile transmission; and effective three (3) business days after mailing by U.S. Mail, postage prepaid and properly addressed as follows:

TO CONTRACTOR:

**HAAKER EQUIPMENT COMPANY
2070 N White Avenue
La Verne, California 91750
(909) 598-2706
Attn: Robin Haaker, CEO**

TO CITY:

**CITY OF COMPTON
205 South Willowbrook Avenue
Compton, California 90220
Attn: Street Superintendent
(310) 605-5691
mharris@comptoncity.org**

NOTE: A copy of any notice provided to the Street Superintendent shall also be provided to: City Manager, 205 South Willowbrook Avenue, Compton, California 90220.

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

22. CERTIFICATIONS

CERTIFICATIONS OF CONTRACTOR

I, **Robin Haaker**, **HEREBY CERTIFY** that I am the **Chief Executive Officer**, and duly authorized representative of the **CONTRACTOR** firm of **Haaker Equipment Company**, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement; nor

(b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor

Maintenance Agreement – Haaker Equipment Company
Equipment Maintenance Services
Resolution No. _____

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this agreement.

DEBARMENT AND SUSPENSION CERTIFICATION

The **CONTRACTOR**, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against he/she/it by a court of competent jurisdiction in any matter involving fraud or official misconduct in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract under a public transaction; violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property within the past 3 years; and
- are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in the preceding paragraph; and
- have not had one or more public transactions (Federal, State or local) terminated for cause or default within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

[Supply exceptions on separate page]

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

[Attach separate page]

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction.

The above certifications are part of this contract. Signing this agreement on the signature portion thereof shall also constitute signature of the above Certifications.

Robin Haaker, CEO

(Date)

Maintenance Agreement – Haaker Equipment Company
Equipment Maintenance Services
Resolution No. _____

23. MISCELLANEOUS

CONTRACTOR and **CITY** acknowledge that the terms of this Agreement have been mutually negotiated and that such documents shall not be interpreted against either **CITY** or **CONTRACTOR** on the basis that either party was responsible for or in control of the drafting of such documents.

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

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

**HAAKER EQUIPMENT COMPANY
CONTRACTOR**

Dated: _____

By _____
Robin Haaker, CEO

**CITY OF COMPTON
Recommended for Approval:**

By _____
**Marcus Harris
Public Works Street Maintenance Department**

Dated: _____

Approved:

Dated: _____

By _____
Willie A Hopkins, Jr., City Manager

Approved as to form:

Maintenance Agreement – Haaker Equipment Company
Equipment Maintenance Services
Resolution No. _____

By _____
Legal Division

Dated: _____

ATTEST:

Dated: _____

By _____
Satra Zurita, City Clerk

October 21, 2025

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: PUBLIC WORKS STREET MAINTENANCE DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR AGREEMENT WITH QUINN COMPANY FOR EQUIPMENT MAINTENANCE SERVICES AND RENTALS IN AN ANNUAL AMOUNT NOT TO EXCEED SIXTY THOUSAND DOLLARS (\$60,000) WITH TWO (2) ONE-YEAR EXTENSION OPTIONS, AND TO ESTABLISH A PURCHASE ORDER WITH QUINN COMPANY IN THE AMOUNT OF SIXTY THOUSAND DOLLARS (\$60,000)

SUMMARY

Adoption of this resolution will authorize the City Manager to enter into a three (3) year agreement with Quinn Company for equipment maintenance services and rentals in an annual amount of Sixty Thousand Dollars (\$60,000), and will authorize the establishment of a purchase order with Quinn Company in the amount of Sixty Thousand Dollars (\$60,000).

BACKGROUND

The Public Works Street Maintenance Department (Department) requires the use of heavy equipment and related services to support its daily operations, including street maintenance, storm drain cleaning, grading and other essential infrastructure projects. To ensure timely delivery of services and the reliability of equipment, it is necessary to engage a qualified vendor to provide equipment maintenance services and rental support for Caterpillar brand heavy equipment on an as-needed basis.

Quinn Company, a reputable and experienced equipment provider, has consistently delivered reliable services and equipment that meet the City's operational requirements. Establishing an agreement with Quinn Company will ensure continued access to equipment and maintenance services essential for sustaining the City's infrastructure maintenance activities.

Pursuant to City Charter Section 1411, competitive bidding is required unless a documented exception applies. The Department completed a City of Compton Single/Sole Source Justification confirming that Quinn Company (Quinn CAT) is the exclusive authorized original-equipment manufacturer (OEM) dealer for Caterpillar parts, diagnostics, and warranty-preserving services for the City's heavy-equipment fleet. Therefore, competitive bidding would therefore serve no useful purpose and is impracticable.

STATEMENT OF THE ISSUE

The Quinn Company is a factory authorized Caterpillar dealer and leader in performing maintenance services in accordance with the standard of care customarily employed in the heavy equipment maintenance industry. Their expertise and technology are integral in maintaining and managing the Department's heavy equipment needs.

Without access to timely equipment rentals and necessary maintenance services, the Department may experience delays in responding to urgent infrastructure needs, which could negatively impact the health, safety and quality of life for residents.

FISCAL IMPACT

Funding for this expenditure is available in the Department's Fiscal Year 2025-26 Budget in the following account:

<u>Account Code</u>	<u>Account Name</u>	<u>Amount</u>
6000-720-000-4236	Maintenance & Repair	\$60,000

ALTERNATIVE

No other alternative is being proposed as the Quinn Company is the sole CAT dealer authorized to repair and maintain the Caterpillar equipment.

RECOMMENDATION

Staff recommends that the City Council approves the attached resolution.

MARCUS HARRIS
INTERIM STREET SUPERINTENDENT

APPROVED FOR FORWARDING:

WILLIE A HOPKINS, JR.
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR AGREEMENT WITH QUINN COMPANY FOR EQUIPMENT MAINTENANCE SERVICES AND RENTALS IN AN ANNUAL AMOUNT NOT TO EXCEED SIXTY THOUSAND DOLLARS (\$60,000) WITH TWO (2) ONE-YEAR EXTENSION OPTIONS, AND TO ESTABLISH A PURCHASE ORDER WITH QUINN COMPANY IN THE AMOUNT OF SIXTY THOUSAND DOLLARS (\$60,000)

WHEREAS, the Public Works Street Maintenance Department (Department) requires the use of heavy equipment and related services to support its daily operations; and

WHEREAS, to endure timely delivery of services and the reliability of equipment, it is necessary to engage a qualified vendor to provide maintenance and rental support for Caterpillar brand heavy equipment; and

WHEREAS, Quinn Company is a reputable and experienced equipment provider that has delivered consistent reliable services that meet the City's operational requirements; and

WHEREAS, establishing an agreement with Quinn Company will ensure continued access to equipment and maintenance services; and

WHEREAS, staff recommends authorizing a three (3) year agreement with Quinn Company, with two (2) one-year extensions; and

WHEREAS, staff recommends establishing a purchase order with Quinn Company in the amount of Sixty Thousand Dollars (\$60,000); and

WHEREAS, funding for this expenditure is available in the Department's Fiscal Year 2025-26 Budget in the following account:

<u>Account Code</u>	<u>Account Name</u>	<u>Amount</u>
6000-720-000-4236	Maintenance & Repair	\$60,000

WHEREAS, funding for the remaining years of the agreement will be appropriated through future budget allocation; and

WHEREAS, City Charter Section 1411 requires competitive bidding for contracts involving supplies and services unless an exception applies, and the Public Works Department has completed a City Single/Sole Source Justification demonstrating that Quinn Company (Quinn CAT) is the sole authorized OEM source for Caterpillar parts, diagnostics, and warranty-preserving services for the City's equipment.

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

Section 1. That the City Manager is hereby authorized to enter into a three (3) year agreement with two (2) one-year extension options with Quinn Company for equipment maintenance services and rentals, and to establish a purchase order with Quinn Company in the amount of Sixty Thousand Dollars (\$60,000) from Account No. 6000-720-000-4236.

Section 2. That the City Council finds, pursuant to City Charter Section 1411, that bidding is not practicable and is hereby waived based on the documented sole-source justification on file with the Department.

Section 3. That a purchase order is authorized each year of the agreement with Quinn Company in an annual amount of Sixty Thousand Dollars (\$60,000).

Section 4. That funding for the remaining years of the agreement will be appropriated through future budget allocations.

Section 5. That a copy of this Resolution shall be filed in the offices of the City Clerk, City Manager, City Controller, City Attorney, Law Division and Public Works Street Maintenance Department.

Section 6. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this _____ day of _____, 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

CITY SINGLE/SOLE SOURCE JUSTIFICATION

SECTION I- INSTRUCTION FOR COMPLETING THIS FORM

1. Formal justification is required for sole source procurements when competitive bid guidelines require pricing from competing firms.
2. A written justification will be prepared by the department and approved by the department head or designee.
3. Prior to execution of a contract, the City Controller or designee shall approve ALL sole source requests for commodities that exceed \$500 and services exceeding \$500 or a two (2) year consecutive term, regardless of the contract amount.
4. If vendor is a retired, former City employee, City Manager shall approve the sole source request, **regardless of the sole source amount.**
5. City Council approval is required for all sole source contracts for commodities that exceed \$25,000 and services exceeding \$25,000 or a two (2) year consecutive term, regardless of the contract amount.
6. The Department and A/P Division shall retain a copy of the justification as part of the contract file and payment file, respectively.
7. Valid sole source requests contain strong technological and/or programmatic justifications.
8. Sole source procurements may be approved based upon emergency situations in which there is not adequate time for competitive bidding.
9. Sole source requests for Grant contracts will be guided by the regulations of the funding source.
10. Each question in Section III of this form must be answered in detail and signed by the department head with concurrence of the City Controller or Designee.

SECTION II- DEPARTMENT INFORMATION

Department: Public Works	7/9/25
Quinn CAT	Bid Number:
Is the above-named vendor a retired employee of the City? ☐ Yes ☒ No	

If "Yes", review and Approval is required from CM prior to Contract execution.				
Amount: \$60,000	Contract Term (Dates):	Is Agreement Funded? ☐ Yes ☐ No	Funded Sources: Percent Funded:	Propriety?
Type of Request: ☐ New ☐ Multi-year ☐ Amendment ☐ Increase ☐ Retired Former Employee				
City Council Date:		Resolution Number:	If not scheduled go to the City Council explain why?	
Does Contract Include Non-Standard language? If yes, explain why.				
Was Contract Approved by legal counsel?		Requisition Number:	Supplier Name and Number:	
Were any exceptions taken? If yes, explain why in detail.				

SECTION III-SOLE SOURCE JUSTIFICATION

1. Provide a description of the type of contract to be established. (For example, is the contract a commodity, service, human service, public works, or other -please explain.)

The purpose of this letter is to obtain an open Purchase Order to purchase, repair, and maintain equipment that we have purchased from Quinn CAT here in Public Works Department.

2. Provide a detailed description of services/commodities to be provided by the vendor. (This information may be obtained from the scope of work prepared by the City and the vendor's proposal that provides a detailed description of the services/supplies). Attach additional sheet if necessary.

Services provided by vendor will be to purchase, repair, and maintain all Quinn CAT equipment that we own or will purchase this fiscal year.

3. Please state why the recommended vendor is the only one capable of providing the required supplies and/or commodities. Provide all evidence of research that was completed, identifying all other sources that were evaluated. (Including, but not limited to companies, names, manufacturers, model numbers, internet search results, etc.) Include any back-up information or documentation which supports your recommendation. (Acceptable responses to this question will include strong programmatically/technological information that supports the claim that there is only one vendor that can provide the services and/or commodities). Attach additional sheet if necessary.

Quinn CAT is the Manufacturer of our 908M and 926M loader equipment in which we will need them to service, and/or repair these equipment items which require parts that are only made by Quinn CAT.

4. Please list any other sources that have been contacted and explain in detail why they cannot fulfill the City's requirements. (Responses to this section should include information pertaining to any research that was conducted to establish that the vendor is a sole source. Responses should include information pertaining to discussions with other potential suppliers and why they were no longer being considered by the City). Answers to this section may be provided by the requestor and the Purchasing Supervisor as appropriate. Attach additional sheet if necessary.

Quinn CAT manufacturer and sale their own equipment, therefore any other vendor will be a 3rd party and charge extra fees to purchase items for us from Quinn CAT.

5. How does recommended vendor's prices or fees compare to the general market? Attach quotes for comparable services or supplies, if available. Attach additional sheet if necessary.

Vendor is a source well vendor and fees are within other vendor prices for similar products. Quotes are unable to retrieve do to future repairs being unknown until they occur.

6. If recommended vendor could not provide the product or service, how would the City accomplish this particular task? Attach additional sheet if necessary.

If Vendor could not provide product or service we will need to find 3rd party who will charge more than said vendor, or replace equipment with new manufacturer.

7. If vendor is a retired, former employee, has the vendor previously been rehired as a working retiree or a contractor within the last three years?

If yes, provide the following information: a) If a working retiree, provide time periods worked, hours worked, and hourly amounts paid. b) If a contractor (regardless of scope of work), provide contract dates, scope of work, and total amounts paid under each contract. Attach additional sheets if necessary.

No _____

8. If the vendor is a retired, former employee, provide explanation/support for hiring the retired, former employee as a vendor instead of a working retiree. Attach additional sheet if necessary.

N/A _____

SECTION IV- AUTHOR/REQUESTOR

My department's recommendation for sole source is based upon an objective review of the product/service required and appears to be in the best interest of the City. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities favor or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms have been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist. I hereby certify that the above request and Justification is accurate and complete to the best of my knowledge and belief.

Signature: 	Print Name: Maurice Wellington	Date: 7-9-25
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SECTION V- CITY MANAGER APPROVAL (Review and approval is required when vendor is a Retired, Former Employee.)

A good faith review of available sources for the request noted on this form has been completed and claim is found to be justified.

Signature	Name:	Date:
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SECTION VI- CITY CONTROLLER OR DESIGNEE

A good faith review of available sources for the request noted on this form has been completed and claim is found to be justified.

Signature:	Name:	Date:
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SECTION VII- DEPARTMENT HEAD APPROVAL

A good faith review of available sources for the request noted on this form has been completed and claim is found to be justified.

Signature:	Name:	Date:
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**SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
QUINN COMPANY**

This **AGREEMENT** is entered into by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as "**CITY**") located at 205 South Willowbrook Avenue, Compton, California 90220, and **QUINN COMPANY**, (hereinafter referred to as "**CONTRACTOR**") located at 10006 Rose Hills Road, City of Industry, California 90601.

WITNESSETH

That the **CITY** and **CONTRACTOR**, for the consideration, terms and conditions herein described, mutually agree as follows:

1. SERVICES TO BE PERFORMED BY CONTRACTOR:

CONTRACTOR shall provide equipment maintenance services and rental of Caterpillar brand heavy equipment, including but not limited to:

- a. Preventative and corrective maintenance of City-owned Caterpillar equipment.
- b. Rental of Caterpillar heavy equipment on an as-needed basis.
- c. Technical support and service to ensure equipment reliability.

CONTRACTOR agrees to be responsible for furnishing all said labor, materials, equipment, tools and services; furnishing and removing, tools and equipment, and doing everything required by the Agreement; and for completing the work in accordance with the requirements of this Agreement.

2. TERM OF CONTRACT:

The term of this Agreement shall extend from October 1, 2025, and shall remain in effect until September 30, 2028, unless this Agreement is terminated earlier as provided herein. Upon expiration of the initial term of this Agreement, the City may extend this Agreement for up to two (2) additional one-year terms upon mutual written agreement of the Parties.

3. COMPENSATION:

The total price paid the **CONTRACTOR** will include compensation for all work, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the **CONTRACTOR**, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total compensation will be negotiated between the **CONTRACTOR** and the **CITY**. Adjustment in the total compensation will not be effective until authorized and approved by the **CITY**.

Progress payments may be made in arrears based on the percentage of work and deliverables completed by the **CONTRACTOR**. If **CONTRACTOR** fails to submit the required deliverable items according to schedule or as required by the provisions of this Agreement, the **CITY** shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions noted herein.

Maintenance Agreement – Quinn Company
Equipment Maintenance Services and Rentals
Resolution No. _____

CONTRACTOR shall be reimbursed within thirty (30) days, or as promptly as fiscal procedures may permit, upon receipt by the **CITY** of itemized invoices for services completed. Invoices shall be submitted after the performance of work for which the **CONTRACTOR** is billing. Invoices shall detail the work performed on each task as applicable. Invoices shall be delivered or mailed to the Street Superintendent of Public Works Street Maintenance Department at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

It is understood and agreed that the maximum amount of compensation payable to **CONTRACTOR** for services performed and completed each fiscal year of this Agreement is limited to the sum of Sixty Thousand Dollars (\$60,000).

The **CONTRACTOR** is required to comply with all federal, state and local laws and ordinances applicable to the work.

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

4. INDEPENDENT CONTRACTOR STATUS

CONTRACTOR, its officers, employees, subcontractors, agents and volunteers (collectively hereinafter the "Contractor"), is a wholly independent Contractor and not an officer, employee, subcontractor or agent of the **CITY**. Neither the **CITY** nor any of its officers, employees, agents or volunteers shall have any control over the conduct of the **CONTRACTOR**, except as expressly set forth in this Agreement. **CONTRACTOR** expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Agreement that **CONTRACTOR** shall not at any time or in any manner, represent that **CONTRACTOR** is in any manner officers, employees, agents or volunteers of the **CITY**. **CONTRACTOR** shall obtain no rights to retirement, health care or any other benefit that accrue to **CITY** officials, officers, or employees. **CONTRACTOR** expressly waives any claim to such rights.

5. SUCCESSORS, ASSIGNMENT AND DELEGATION

CITY and the **CONTRACTOR** each binds themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Agreement shall assign the Contract or sublet it in whole or part without the written consent of the other, nor shall the **CONTRACTOR** assign any monies due or to become due to it hereunder, without the previous written consent of the **CITY**. Any attempted assignment of this Contract without the written consent of both parties is void.

6. NONDISCRIMINATORY EMPLOYMENT PRACTICES

During the performance of this Agreement, the **CONTRACTOR** agrees not to discriminate against any employee or applicant for employment because of race, sex, creed, color, religion, age,

Maintenance Agreement – Quinn Company
Equipment Maintenance Services and Rentals
Resolution No. _____

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

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

7. INDEMNIFICATION

CONTRACTOR shall indemnify and save harmless the **CITY** and the **Los Angeles County Flood Control District**, their officials, officers, employees, agents and volunteers (collectively hereinafter the "City"), against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the **CITY** and shall defend, indemnify and save the **CITY** from any and all liability and expense including 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 **CONTRACTOR**, its officers, employees, subcontractors or agents on account of the performance or character of this work.

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

8. INSURANCE:

A. CONTRACTOR, by executing this Agreement, hereby certifies:

(1) *"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code and I will comply with such provisions before commencing the performance of the work of this Contract."*

(2) **CONTRACTOR** further agrees to require all subcontractors to carry Worker's Compensation Insurance as required by the Labor Code of the State of California.

B. Without limiting **CONTRACTOR's** indemnification of the **CITY**, **CONTRACTOR** shall provide and maintain at its own expense during the term of this Agreement the following program(s) of insurance covering its operations hereunder. Evidence of such insurance, which shall

Maintenance Agreement – Quinn Company
Equipment Maintenance Services and Rentals
Resolution No. _____

be provided by insurer(s) satisfactory to the **CITY's** Risk Manager, shall be delivered to the **CITY**. Such evidence shall express conditions that the **CITY** is to be given written notice at least thirty (30) days in advance of any termination or implementation of a reduction of limits or material change of insurance coverage as specified herein, including at least ten (10) day notice of any non-payment of premium(s). ***Failure on the part of the Contractor to procure or maintain insurance shall constitute a material breach upon which the CITY may immediately terminate this Agreement.***

Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the **CONTRACTOR** under the terms of the Agreement. The **CONTRACTOR** is advised that the **CITY does not** carry Contractor's Risk insurance, and the Contractor shall obtain its own coverage. **CONTRACTOR** shall procure and maintain, at its own costs and expense, any additional kinds and amounts of insurance that, in its own judgment, may be necessary for its proper protection of the work. **CONTRACTOR** shall ensure any and all contracts with its Trade Contractors performing services under this Agreement meet the insurance requirements of this Agreement.

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

1. General Liability. **CONTRACTOR** shall provide and maintain at its own expense during the term of this Agreement a policy of Commercial General Liability Insurance, inclusive of personal injury liability and broad form property damage coverage, in an amount not less than **One Million Dollars (\$1,000,000.00)** per occurrence. The coverage shall be written on an occurrence basis. Claims made coverage is not acceptable.

2. Workers' Compensation Insurance. **CONTRACTOR** shall provide and maintain at its own expense during the term of this Agreement a program of Workers' Compensation

Insurance and Employer's Liability Insurance in an amount and form to meet all applicable requirements of the State Labor Code and which specifically covers all persons providing services by or on behalf of the **CONTRACTOR** and all risks to such persons under the Agreement.

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

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

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

. b The insurer waives all rights of subrogation against the **CITY**.

.c Any failure to comply with reporting provisions of the policies shall not affect

coverage provided to the **CITY**.

. d Identity of the insured(s).

9. **PERMITS AND LICENSES**

CONTRACTOR, at its own expense, during the term of this Agreement, shall obtain and maintain all appropriate business and professional permits, licenses and certificates that may be required in connection with the performance of services by the **CONTRACTOR**.

Upon execution of this Agreement, the **CONTRACTOR** shall show evidence of a business license permit in conformance with *Section 9-1.2 of the Compton Municipal Code*.

10. **WARRANTIES**

The **CONTRACTOR** guarantees all work performed on the job against defective workmanship for a period of one (1) year following completion of the project.

If within one (1) year after the date of completion of the Agreement, any of the work is found to be defective or not in accordance with the Contract documents, the **CONTRACTOR** shall correct it promptly after receipt of a written notice from the **CITY** to do so, at the **CONTRACTOR'S** expense.

This obligation shall survive termination of the Contract. The **CITY** shall give notice promptly after discovery of the condition.

CONTRACTOR warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the **CONSULTANT**, to solicit or secure this Agreement

and that it has not paid or agreed to pay any company or person other than a bona fide employee

working solely for the **CONSULTANT**, any fee, commission, percentage, brokerage fee, gift or contingent fee. For breach or violation of this warranty, the **CITY** has the right to annul this Agreement without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

11. **FEDERAL AND STATE WITHHOLDING TAXES**

CONTRACTOR shall be responsible for paying when due all federal and state income withholding taxes for all earning under this Agreement. **CONTRACTOR** agrees to indemnify **CITY** for any claims, costs, losses, fees, penalties, interest, or damages suffered by **CITY** resulting from **CONTRACTOR's** failure to comply with this provision.

12. **COMPLIANCE WITH LAW**

All services rendered hereunder shall be provided in accordance with the requirements of relevant local, State and Federal laws, including compliance with the Air Quality Management District (AQMD) standards and orders.

13. 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.

14. FORCE MAJEURE:

In the event that performance by either party is rendered impossible (permanently or temporarily) due to acts of war, acts of terrorism, fires, floods, epidemics, quarantine restrictions, or other natural occurrences, strikes, work slowdowns, lockouts (other than lockout by **CONTRACTOR** or any of **CONTRACTOR's** subcontractors), or other similar acts to those described above or other causes beyond the reasonable control of such party, and without fault or negligence, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Notwithstanding the foregoing, **CITY** shall have the right to terminate this Contract upon any event that renders performance impossible. In such case, **CITY** shall be responsible for payment of all expenses incurred to the point at which this Contract is terminated.

15. TERMINATION

Notwithstanding any other provision of this Agreement, this Agreement may be terminated as follows:

A. The **CONTRACTOR** becomes insolvent; that is, it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not it has

committed an act of bankruptcy, and whether or not insolvent within the meaning of the federal Bankruptcy law, then, the **CITY** may, without prejudice to any other right or remedy and after giving the **CONTRACTOR** seven (7) days written notice, terminate this Agreement.

B. The **CONTRACTOR** persistently or repeatedly refuses or fails, except in cases for which extensions of time are provided, to supply enough properly skilled workers, property or material, or if he fails to make prompt payment to subcontractors or for materials or labor, or he persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, then, the **CITY** may, without prejudice to any other right or remedy and after giving the **CONTRACTOR** seven (7) days written notice, terminate this Agreement.

C. The **CONTRACTOR** fails to perform or breaches any material obligation under this Agreement, then, the **CITY** may, without prejudice to any other right or remedy and after giving the **CONTRACTOR** seven (7) days written notice, terminate this Agreement.

D. The **CITY** may terminate this Agreement at any time by giving thirty (30) days written notice of termination to **CONTRACTOR**. If the **CITY** gives such notice of termination,

Maintenance Agreement – Quinn Company
Equipment Maintenance Services and Rentals
Resolution No. _____

CONTRACTOR shall cease immediately all work in progress, unless otherwise directed by the **CITY**. Upon termination **CONTRACTOR** shall furnish to the **CITY** a final invoice for work performed.

16. AMENDMENTS

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

17. GOVERNING LAW AND SEVERABILITY

This Agreement shall be governed by and construed under the laws of the State of California. 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.

18. CONTRACTOR's BOOKS AND RECORDS

CONTRACTOR shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to work, services, expenditures and disbursements charges to the **CITY** for the period and to the extent required by laws relating to audits of public agencies and their expenditures.

CONTRACTOR shall maintain all documents and records which demonstrate performance under this Agreement for the period and to the extent required by laws relating to audits of public agencies and their expenditures.

Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the **CITY** or a designated representative. Copies of such documents shall be provided to the **CITY** for inspection when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at **CONTRACTOR's** address indicated for receipt of notices in this Agreement.

19. EXAMINATION AND AUDIT

This Contract shall be subject to examination and audit of the State Auditor of the State of California and any duly authorized representative of the federal government, at the request of the **CITY**, or as part of any audit of the **CITY**, for a period of three (3) years, or longer if required by law, after final payment under this Agreement.

20. EXTENT OF AGREEMENT

Maintenance Agreement – Quinn Company
Equipment Maintenance Services and Rentals
Resolution No. _____

This Agreement constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all and any part of the subject matter hereof. Nothing contained in this Agreement shall create any contractual relations between any subcontractor and the **CITY**.

21. NOTICES

Any notices required or permitted under this Agreement shall be effective when delivered in person; and effective one (1) business day after delivery by facsimile transmission; and effective three (3) business days after mailing by U.S. Mail, postage prepaid and properly addressed as follows:

TO CONTRACTOR:

**QUINN COMPANY
10006 Rose Hills Road
City of Industry, California 90601
(562) 463-4000
Attn: Michelle Lock, CFO**

TO CITY:

**CITY OF COMPTON
205 South Willowbrook Avenue
Compton, California 90220
Attn: Street Superintendent
(310) 605-5691
mharris@comptoncity.org**

NOTE: A copy of any notice provided to the Street Superintendent shall also be provided to: City Manager, 205 South Willowbrook Avenue, Compton, California 90220.

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

22. CERTIFICATIONS

CERTIFICATIONS OF CONTRACTOR

I, **Michelle Lock**, **HEREBY CERTIFY** that I am the President, and duly authorized representative of the **CONTRACTOR** firm of **Quinn Company**, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement; nor

(b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor

Maintenance Agreement – Quinn Company
Equipment Maintenance Services and Rentals
Resolution No. _____

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this agreement.

DEBARMENT AND SUSPENSION CERTIFICATION

The **CONTRACTOR**, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against he/she/it by a court of competent jurisdiction in any matter involving fraud or official misconduct in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract under a public transaction; violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property within the past 3 years; and
- are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in the preceding paragraph; and
- have not had one or more public transactions (Federal, State or local) terminated for cause or default within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

[Supply exceptions on separate page]

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

[Attach separate page]

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction.

The above certifications are part of this contract. Signing this agreement on the signature portion thereof shall also constitute signature of the above Certifications.

Michelle Lock, CFO

(Date)

Maintenance Agreement – Quinn Company
Equipment Maintenance Services and Rentals
Resolution No. _____

23. MISCELLANEOUS

CONTRACTOR and **CITY** acknowledge that the terms of this Agreement have been mutually negotiated and that such documents shall not be interpreted against either **CITY** or **CONTRACTOR** on the basis that either party was responsible for or in control of the drafting of such documents.

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

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

**QUINN COMPANY
CONTRACTOR**

Dated: _____

By _____
Michelle Lock, CFO

**CITY OF COMPTON
Recommended for Approval:**

By _____
**Marcus Harris
Public Works Street Maintenance Department**

Dated: _____

Approved:

Dated: _____

By _____
Willie A Hopkins, Jr., City Manager

Approved as to form:

Maintenance Agreement – Quinn Company
Equipment Maintenance Services and Rentals
Resolution No. _____

By _____
Legal Division

Dated: _____

ATTEST:

Dated: _____

By _____
Satra Zurita, City Clerk

October 21, 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 APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2025-26 BUDGET, AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR AGREEMENT FOR GLOBAL POSITIONING SYSTEM (GPS) SOFTWARE MONITORING AND SERVICES WITH FORWARD THINKING SYSTEMS, LLC IN AN ANNUAL AMOUNT OF TWENTY-THREE THOUSAND TWO HUNDRED SIXTY-FIVE DOLLARS AND SIXTY CENTS (\$23,265.60) WITH TWO (2) ONE-YEAR EXTENSION OPTIONS, AND TO ESTABLISH A PURCHASE ORDER WITH FORWARD THINKING SYSTEMS, LLC IN AN AMOUNT NOT TO EXCEED FORTY-SIX THOUSAND FIVE HUNDRED THIRTY-ONE DOLLARS AND TWENTY CENTS (\$46,531.20)

SUMMARY

Adoption of the attached resolution will approve a budget amendment to the Fiscal Year 2025-26 Public Works Street Maintenance Budget, authorize the City Manager to enter into a three (3) year agreement for Global Positioning System (GPS) Software Monitoring and Services with Forward Thinking Systems, LLC in an annual amount of Twenty-Three Thousand Two Hundred Sixty-Five Dollars and Sixty Cents (\$23,265.60) with two (2) one-year extensions options, and will authorize the establishment of a purchase order with Forward Thinking Systems, LLC in an amount not to exceed Forty-Six Thousand Five Hundred Thirty-One Dollars and Twenty Cents (\$46,531.20).

BACKGROUND

In 2008, the City purchased and installed Global Positioning System (GPS) monitoring software and devices in all City-owned vehicles. The purpose of GPS monitoring is to enhance productivity by providing the Fleet Manager with access to key information, including fuel usage, vehicle idling and driver behavior. The GPS devices transmit data that enable efficient management of fleet assets from remote locations. The information collected through this system supports the City's efforts to improve operations, reduce costs and enhance employee safety.

STATEMENT OF THE ISSUE

The GPS devices and software installed in City vehicles are now in need of maintenance services. These services are necessary to ensure the continued functionality and

reliability of the system. The GPS system is a critical fleet management tool, without regular maintenance, the City risk diminishing the systems benefits and reducing the overall effectiveness of its fleet practices.

The manufacturer of the City's GPS system, Forward Thinking Systems, LLC, is the sole provider qualified to perform the necessary maintenance and support services. Engaging an alternate service provider would result in additional costs associated with the removal and replacement of the existing GPS devices.

To ensure continuity of monitoring services for the City's vehicles, staff recommends that the City Council authorize the City Manager to enter into a three (3) year GPS Monitoring Software and Service Agreement with Forward Thinking Systems, LLC, effective retroactively from January 1, 2025 to December 31, 2028.

Additionally, staff recommends establishing of a purchase order in an amount not to exceed Forty-Six Thousand Five Hundred Thirty-One Dollars and Twenty Cents (\$46,531.20) to cover outstanding service costs for the current year and fees for the following year. Funding for the remaining years of the agreement will be appropriated through future budget allocations.

FISCAL IMPACT

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

<u>Decrease Expenditure</u>	<u>Account Description</u>	<u>Amount</u>
6000-720-000-4236	Maintenance & Repair	\$23,265.60
<u>Increase Expenditure</u>	<u>Account Description</u>	<u>Amount</u>
6000-720-000-4222	Computer Software	\$23,265.60

If approved, funds in the amount of Forty-Six Thousand Five Hundred Thirty-One Dollars and Twenty Cents (\$46,531.20) would be available in Account No. 6000-720-000-4222.

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution authorizing the City Manager to enter into a three (3) year GPS Monitoring Software and Service Agreement with Forward Thinking Systems, LLC, and to establish a purchase order in an amount not to exceed Forty-Six Thousand Five Hundred Thirty-One Dollars and Twenty Cents (\$46,531.20).

**Staff Report – Resolution Authorizing, Budget Amendment, Agreement and Purchase Order
Forward Thinking LLC
October 21, 2025, page 3**

**MARCUS HARRIS
INTERIM STREET SUPERINTENDENT**

APPROVED FOR FORWARDING:

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2025-26 BUDGET, AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR AGREEMENT FOR GLOBAL POSITIONING SYSTEM (GPS) SOFTWARE MONITORING AND SERVICES WITH FORWARD THINKING SYSTEMS, LLC IN AN ANNUAL AMOUNT OF TWENTY-THREE THOUSAND TWO HUNDRED SIXTY-FIVE DOLLARS AND SIXTY CENTS (\$23,265.60) WITH TWO (2) ONE-YEAR EXTENSION OPTIONS, AND TO ESTABLISH A PURCHASE ORDER WITH FORWARD THINKING SYSTEMS, LLC IN AN AMOUNT NOT TO EXCEED FORTY-SIX THOUSAND FIVE HUNDRED THIRTY-ONE DOLLARS AND TWENTY CENTS (\$46,531.20)

WHEREAS in 2008, the City purchased and installed Global Positioning System (GPS) monitoring software and devices in all City-owned vehicles; and

WHEREAS, the purpose of GPS monitoring is to enhance productivity by providing the Fleet Manager with access to key information including fuel usage, vehicle idling and driver behavior; and

WHEREAS, the information retrieved from the GPS monitoring system is intended to allow the City to pursue process improvements relating to both operational and cost efficiencies, as well as increase the safety of our employees; and

WHEREAS, the GPS devices and software installed in City vehicles are now in need of maintenance services; and

WHEREAS, the manufacturer of the GPS system, Forward Thinking Systems, LLC is the sole provider qualified to perform the necessary maintenance and support services for the City's installed GPS equipment; and

WHEREAS, pursuant to Section 1411 of the City Charter, competitive bidding may be dispensed as prescribed in the ordinance when the goods or services are proprietary in nature and available only from a single source; and

WHEREAS, to ensure continuity of monitoring services, staff recommends authorizing a three (3) year agreement with Forward Thinking Systems, LLC effective retroactively from January 1, 2025 to December 31, 2028, with two (2) one-year extensions; and

WHEREAS, staff recommends establishing a purchase order with Forward Thinking Systems, LLC in an amount not to exceed Forty-Six Thousand Five Hundred Thirty-One Dollars and Twenty Cents (\$46,531.20) to cover outstanding service costs; and

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

<u>Decrease Expenditure</u>	<u>Account Description</u>	<u>Amount</u>
6000-720-000-4236	Maintenance & Repair	\$23,265.60
<u>Increase Expenditure</u>	<u>Account Description</u>	<u>Amount</u>
6000-720-000-4222	Computer Software	\$23,265.60

Funds in the amount of Forty-Six Thousand Five Hundred Thirty-One Dollars and Twenty Cents will be available in Account No. 6000-720-000-4222.

WHEREAS, funding for the remaining years of the agreement will be appropriated through future budget allocations.

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

Section 1. That the City Manager is hereby authorized to amend the Public Works Street Maintenance Department’s Fiscal Year 2025-26 Budget, to enter into a three (3) year Global Positioning System (GPS) Software Monitoring and Services Agreement with Forward Thinking Systems, LLC, effective retroactively from January 1, 2025 to December 31, 2028, with two (2) one-year extension options and establish a purchase order in an amount not to exceed Forty-Six Thousand Five Hundred Thirty-One Dollars and Twenty Cents (\$46,531.20) from Account No. 6000-720-000-4222.

Section 2. That the City Manager is authorized to amend the Public Works Street Maintenance Department’s Fiscal Year 2025-26 Budget as follows:

<u>Decrease Expenditure</u>	<u>Account Description</u>	<u>Amount</u>
6000-720-000-4236	Maintenance & Repair	\$23,265.60
<u>Increase Expenditure</u>	<u>Account Description</u>	<u>Amount</u>
6000-720-000-4222	Computer Software	\$23,265.60

Section 3. That a purchase order is authorized each year of the agreement with Forward Thinking Systems, LLC, in an annual amount of Twenty-Three Thousand Two Hundred Sixty-Five Dollars and Sixty Cents (\$23,265.60).

Section 4. That funding for the remaining years of the agreement will be appropriated through future budget allocations.

Section 5. That this action is taken pursuant to the City Charter, Section 1411, based on the sole-source determination that Forward Thinking Systems, LLC, is the sole provider qualified to perform the necessary maintenance and support services.

Section 6. That a copy of this Resolution shall be filed in the offices of the City Clerk, City Manager, City Controller, City Attorney, Law Division and Public Works Street Maintenance 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) 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

BOX 1: CUSTOMER INFORMATION

BOX 2: UPFRONT FEES AND MONTHLY RECURRING CHARGES (“MRC”) FOR SERVICES

Hardware / Service Purchase Agreement and Equipment Warranty
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Hardware / Service Purchase Agreement and Equipment Warranty

BOX 5: SERVICE & PURCHASE INFORMATION

Service Period in Months 12	Purchase Type
Equipment Installation	Installation Notes
ADDITIONAL NOTES AND COMMENTS	

BOX 6: TOTALS & PAYMENTS

TOTALS	
Purchase Price of Equipment and One-time Charges (the "Purchase Price") (from Box 4)	\$ 0.00
Total MRC Service Fees for Service Period (MRC x number of months in Service Period)	\$ 23,265.60
Taxes	\$ 0.00
Total (excluding financing charges, if applicable)	\$ 23,265.60
PAYMENT PLAN (SUBJECT TO CREDIT APPROVAL BY FTS)	
Balance due at signing (billed/charged at Agreement processing)	\$ 0.00
Remaining balance due over service period	23,265.60

By execution below, the parties hereby agree to this Hardware / Software Purchase Agreement and Equipment Warranty and the Terms and Conditions attached hereto and made a part hereof (collectively, this "Agreement"), the signatory executing below on behalf of the Customer represents that he/she is an authorized representative of Customer and that he/she has the authority to legally and financially bind and commit the Customer. This Agreement shall apply to all quotations made and purchase orders accepted by Forward Thinking Systems LLC ("Forward Thinking Systems"). Any additional or different terms or conditions in any communication by Customer or Forward Thinking Systems (whether in a purchase order or otherwise) are rejected and shall be null and void, irrespective of the means of Customer's acceptance. Forward Thinking System's failure to object to any additional or different provisions proposed by Customer shall not constitute a waiver of any term or condition in this Agreement, nor constitute acceptance of any such Customer's terms and conditions. The obligations of Forward Thinking Systems under this Agreement shall be conditioned upon its receipt of the Purchase Price (plus all taxes set forth in Box 6 above), or in the case of a payment plan approved by FTS, receipt of the "balance due at signing" listed above.

FORWARD THINKING SYSTEMS

Sales Representative Signature	
Print Signor's Name	
David Isler	
Print Signor's Title	Date
CEO	

CUSTOMER

Customer's Signature	
Print Signor's Name	
Marcus Harris	
Print Signor's Name	Date
Interim Superintendent of Public Works	



Hardware / Service Purchase Agreement and Equipment Warranty

HARDWARE / SERVICE PURCHASE AGREEMENT AND EQUIPMENT WARRANTY TERMS AND CONDITIONS

1. Equipment Purchase. (a) Equipment and Delivery. Customer agrees to purchase from FTS such items and equipment as are more specifically described in Box 2 of this Agreement (hereinafter the "Equipment"). Customer acknowledges that it has ordered certain subscriptions to certain services provided by FTS and described in Box 2 of this Agreement (hereinafter the "Service") during the Term (as defined herein). Customer shall use the Equipment solely for Customer's internal business use in connection with the Service. Risk of loss in and to the Equipment shall pass to Customer FOB Destination. Customer may not resell, assign or transfer the Equipment to any third party without the prior written consent of FTS. FTS shall not be liable for any delay in transportation of the Equipment.

(b) Purchase Price. Customer shall pay (or cause to be paid pursuant to an equipment lease approved by FTS) the Purchase Price for the Equipment and Service. Customer method of purchase will be set forth in Box 5 of this Agreement hereto. The "Purchase Price" shall be defined as the Total Purchase Price for the Equipment and any one-time fees, as set forth in Box 4. FTS shall invoice the Total Purchase Price as set forth in Box 4 (plus all taxes set forth above in Box 6) on the date such Equipment is shipped to Customer. Until FTS has received full payment of the Purchase Price (and all applicable taxes), FTS shall retain a purchase money security interest in the Equipment, and Customer hereby grants to FTS a purchase money security interest in the Equipment, whether now or hereafter acquired by Customer, regardless of where located, together with all substitutions for, replacements of, or proceeds from (whether cash or non-cash) the Equipment, including without limitation, proceeds of all insurance policies insuring the Equipment; provided that FTS shall not retain a security interest in the Equipment from the date on which FTS is paid in full for such Equipment pursuant to any equipment lease obtained by Customer. Customer agrees to execute any documents requested by FTS to perfect such security interest. All charges, fees and prices herein are exclusive of all federal, state and local withholding, excise, sales, use and similar taxes, fees, surcharges and other charges imposed by any governmental authority. Customer shall pay, at the time of sale or thereafter, all taxes, fees, surcharges and other charges arising out of Customer's purchase of the Equipment, unless Customer provides documentation satisfactory to FTS that Customer is exempt from same.

(c) Service Fees. Customer shall pay Service Fees for use of the Service, including without limitation, any GPS tracking service provided by FTS. The "Service Period" shall be for the length of time specified in Box 5 and shall begin upon the earlier of (a) the date upon which Equipment is installed in Customer's vehicles as per Box 5, or thirty (30) days from the Effective Date of this Agreement. The "Service Fees" shall be equal to the MRC specified in Box 3 and shall be payable monthly on or before the first (1st) day of each month during the Term (as defined in Section 7 below); notwithstanding anything to the contrary herein, Customer may prepay (or cause to be paid pursuant to an equipment lease approved by FTS) all of the Service Fees due for the Term at any time. Termination or expiration of this Agreement shall not relieve Customer of its obligation to pay in full all remaining Service Fees. In the event that Customer fails to pay any of the Service Fees, the Purchase Price or any other amounts due hereunder or if this Agreement is terminated pursuant to Section 7 hereof, FTS may accelerate all amounts due under this Agreement for the entire Term and FTS, in addition to any other rights and remedies under law, may institute a collection action and seek payment of all then-unpaid Service Fees for the balance of the Term as of the date of termination. FTS shall invoice the first month's Service Fees upon shipment of the Equipment to Customer. FTS reserves that right, during the Service Period, to suspend Customer's use of and access to the Service in the event that Customer fails to pay any invoice not in good faith disputed by Customer within thirty (30) days of its issuance to Customer. Any payments not made by Customer to FTS when due shall begin to bear interest at the rate of 1.0% per month as of the date on which such payment is due. All charges, fees and prices herein are exclusive of all federal, state and local withholding, excise, sales, use and similar taxes, fees, surcharges and other charges imposed by any governmental authority. Customer shall pay, at the time of sale or thereafter, all taxes, fees, surcharges and other charges arising out of use of the Service, unless Customer can show documentation satisfactory to FTS that it is exempt from same. Without limiting the effect of any other provision in this Agreement, Customer shall pay FTS for any and all data (including, without limitation, all airtime and packet data services), SMS (texting), and other service charges assessed by the applicable mobile carrier in connection with Customer's actual data and related service usage (including, without limitation, any and all overage charges and fees).

2. Shipment and Installation. FTS shall begin installation, if FTS is providing installation services to Customer as specified in Box 5 above, or shipment of the Equipment as on the date set forth on Box 5 of this Agreement (or if no date is set forth in Box 5, then after the Effective Date). If FTS is providing installation to Customer as specified in Box 5 above, then (a) FTS or its assignee, agent, contractor or subcontractor will provide Standard Installation (as defined below) services for the Equipment pursuant to the terms contained in Box 5 of this Agreement; and (b) the parties shall each make commercially reasonable efforts to schedule and complete Standard Installation of the products within forty-five (45) days of the date FTS ships the Equipment to Customer. "Standard Installation" means those services provided by or on behalf of FTS, if FTS is providing installation services to Customer as specified in Box 5 above, in connection with the installation of Internet Location Managers ("Hardware") purchased under this Agreement in the kick panel, trunk (interior locations), over cab area in cowl, or under the front seat or dash. Standard Installation further includes the installation of GPS and wireless antennae on the window, dash, rear window deck, roof or trunk lid. Standard Installation shall include only installations performed between 8:00 a.m. and 5:00 p.m., Monday through Friday, local time. If FTS is providing installation services to Customer as specific in Box 5 above, FTS may charge, and Customer shall pay, an incremental fee based on FTS's then-current fees for any non-Standard Installation services. Customer acknowledges that, in connection with any installation and maintenance of the Equipment provided by FTS, FTS or its assignees, agents and contractors may modify or alter, including without limitation drill holes, cut panels and body or rewire, Customer's vehicles. FTS will not be responsible for, and makes no assurances regarding, the restoration of Customer's vehicles to their unmodified or unaltered condition if the Equipment is removed. Notwithstanding anything to the contrary in this Section 2, Customer shall be fully responsible for and hereby releases, waives and holds FTS harmless from any loss, damage, claim and all other liability arising from the installation or handling of the Equipment by any party other than FTS (or its assignee, agent, contractor or subcontractor).

3. Equipment Warranty. (a) Limited Warranty. FTS warrants that for the twelve (12) month period beginning on the Effective Date of this Agreement (the



Hardware / Service Purchase Agreement and Equipment Warranty

"Warranty Period"), all Equipment: (i) will be free from material defects in materials and workmanship, and (ii) will substantially conform to any specifications provided to or made available to Customer and pertaining to such Equipment. The foregoing warranties do not extend to: (i) any failure in the Equipment due to accident, abuse, misuse or negligent or incorrect use, maintenance or storage of the Equipment; (ii) any failure resulting from use in other than a normal and customary manner under normal environmental conditions in a commercial trucking or vehicle application conforming to the Equipment's instructions; (iii) any failure in the Equipment caused by failing to follow prescribed operating maintenance procedures; (iv) any failure in the Equipment due to modifications, alterations, additions or changes to the Equipment not made or authorized to be made by FTS; or (v) damage caused by force of nature, external causes, or act of any third party (other than FTS or its duly-authorized representative). The foregoing warranties are void and of no force or effect if any Equipment is installed or serviced by any party other than FTS or an installation/repair agent authorized by FTS. Except as set forth herein during the Warranty Period, Customer has no right to return any Equipment to FTS.

(b) Warranty Procedures. Customer will, within the Warranty Period, notify FTS of any Equipment containing defects Customer believes to be covered by the limited warranties provided in paragraph (a) of this Section (the "Limited Warranty"), and will request a Returned Material Authorization ("RMA") number from FTS. For purposes of this Section 3(b), Customer may notify FTS of any such defect potentially covered by the Limited Warranty by contacting FTS customer support ("FTS Support") by phone at (866) 221-1864 or by email at support@ftsgps.com. Provided the defects alleged by Customer are covered under this Limited Warranty, FTS will (i) issue an RMA number to Customer promptly following receipt of the request or (ii) arrange with Customer for a FTS-authorized agent to inspect the Equipment at Customer's location; the FTS-authorized agent may issue an RMA number after its inspection. Upon issuance of the RMA number to Customer, FTS shall, at its sole option and expense, repair or replace the defective Equipment. In the event FTS replaces the defective Equipment, FTS shall ship replacement equipment ("Replacement Equipment") to Customer in replacement of the Equipment, and shall include therewith written RMA instructions setting forth the steps required by Customer to return the defective Equipment. Equipment must be removed in the same manner as installed (as set forth in Box 5 above) and Customer shall promptly return said defective Equipment in accordance with said RMA instructions. If defective Equipment is received by FTS during the applicable Warranty Period, and provided FTS determines, in its reasonable discretion, that the defect in the Equipment is covered by this Limited Warranty, FTS will provide such replacement or repair services at no additional cost to Customer. Notwithstanding the foregoing, however, in the event the Replacement Equipment is received after expiration of the Warranty Period, or in the event the defective Equipment is not covered by this Limited Warranty, FTS shall charge Customer, and Customer shall pay to FTS, for such Replacement Equipment or repair services, at FTS's then-current list prices; further, in such event, Customer shall be liable for any shipping and insurance charges incurred in connection with shipment of the defective Equipment and/or Replacement Equipment (as applicable). This Section states Customer's sole remedy, and the sole liability of FTS, arising out of the Limited Warranty provided by FTS. Any Replacement Equipment issued to Customer under the terms of this Agreement, may, at the sole discretion of FTS, be refurbished or comprised of refurbished materials.

4. Software License. "Software" means any software product delivered by FTS to Customer in connection with the Equipment, including without limitation, any of the following: web-based software; scripts/code loaded on Hardware; applications for use on mobile devices; and all other web-based services provided to Customer. Subject to the terms of this Agreement and Customer's payment of all Service Fees when due under this Agreement, FTS hereby grants to Customer a limited, non-transferable, non-exclusive right and license to access and use the Software solely in conjunction with Customer's access and use of the Equipment and Service, and solely for Customer's internal business purposes. The Software is only licensed pursuant to the terms contained in this Agreement, not sold. The foregoing license shall not include any right to: (i) copy, reproduce, modify or create any derivative work of any Software; (ii) sell, rent, lease, loan, license, sublicense, provide, distribute or otherwise transfer Software to any third party; (iii) use the Software for third-party training, commercial time-sharing or service bureau use; (iv) cause or permit the disassembly, decompilation, or reverse engineering of any Software or otherwise attempt to gain access to the source code of any Software; (v) grant access to the Software to any third party or other user without the authorization and requisite license from FTS or (vi) cause or permit any third party to do any of the foregoing. Customer receives no title or ownership rights to any Software. Except for the license granted in this Section, all right, title and interest in the Software shall remain the exclusive property of FTS or its licensors.

5. Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, FTS MAKES, AND CUSTOMER RECEIVES, NO REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE EQUIPMENT, THE SERVICE, AND/OR THE SOFTWARE, AND FTS SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE.

6. Limitation of Liability. FTS SHALL NOT BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, NOR FOR ANY LOSS OF BUSINESS, REVENUE OR DATA; INTERRUPTION OF BUSINESS; LOST PROFITS OR GOODWILL; INCREASED COSTS OF OPERATION; OR OTHER INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, RELIANCE, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR UNDER THIS AGREEMENT, EVEN IF FTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH. IN NO EVENT SHALL THE TOTAL LIABILITY OF FTS ARISING OUT OF OR UNDER THIS AGREEMENT, OR FOR BREACH OF THIS AGREEMENT, EXCEED THE AMOUNT PAID TO FTS UNDER THIS AGREEMENT. THE LIMITATIONS IN THIS SECTION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND APPLY WHETHER THE CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, FRAUD, MISREPRESENTATION, OR OTHER LEGAL OR EQUITABLE THEORY. FTS SHALL NOT BE RESPONSIBLE FOR (A) ANY CLAIMS AGAINST FTS THAT ARISE FROM OR RELATE TO CUSTOMER'S USE OF THE EQUIPMENT OR (B) ANY THIRD-PARTY CLAIMS AGAINST CUSTOMER.

7. Term. The term of this Agreement shall be the Service Period specified in Box 5 above (the "Term"). The Term shall automatically renew for successive twelve (12) month periods unless either party provides the other party with written notice of its intent not to renew no less than thirty (30) days prior to the expiration of the Term (together with any renewal in effect). In the event that Customer is in breach of any of the terms of this Agreement, then FTS may terminate this Agreement immediately upon notice to Customer.

8. General Provisions.

(a) Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements,



Hardware / Service Purchase Agreement and Equipment Warranty

understandings, statements, communications, representations and proposals, whether oral or written, with respect to the subject matter hereof. This Agreement does not apply to the sale of goods under U.S. Government Contract Regulations, regardless of whether such provisions are on any Customer-supplied purchase order. In the case of a government contract, the applicable government regulations shall be only those which are mandatory for FTS under U.S. Government Federal Acquisition Streamline Act provisions as a subcontractor and which have been agreed to by FTS in an attached Rider. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

(b) Dispute Resolution. Any dispute between the parties relating to or arising out of this Agreement, whether or not a contract dispute, shall be determined by binding and non-appealable arbitration under the applicable rules of the American Arbitration Association ("AAA"). The arbitration shall be conducted by a single arbitrator chosen by the parties, or, if the parties cannot agree upon a single arbitrator within fifteen (15) days of a party submitting a proposal, then by a single arbitrator appointed by the California office of AAA. The arbitration shall be administered by the California office of AAA. The arbitrator shall be authorized to award or apportion attorneys' fees and costs to the prevailing party of the arbitration. If the arbitrator's decision is a compromise, the determination of which party or parties bear the costs and expenses incurred in connection with the arbitration proceeding shall be made by the arbitrator on the basis of the arbitrator's assessment of the extent to which each party prevailed in its position. Notwithstanding the first sentence of this Section, FTS shall be entitled to seek court-ordered injunctive and other equitable relief upon any actual or threatened breach of this Agreement, in addition to reimbursement of its attorneys' fees and other costs incurred in obtaining the relief.

(c) Third Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and nothing herein, express or implied, shall give, or be construed to give, any rights hereunder to any other person, including without limitation, any subcontractors, sub-vendors, or anyone designated as a reseller.

(d) Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement, then such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms. Any waiver by either party of a breach of any provision of this Agreement will not operate as or be construed to be a waiver of any other breach of that or any other provision of this Agreement. Any modifications of this Agreement must be in writing and signed by the duly authorized representative of Customer and FTS.

(e) Force Majeure. No default, delay or failure to perform on the part of FTS shall be considered a breach of this Agreement if such default, delay or failure to perform is shown to be due to causes beyond the reasonable control of FTS, including without limitation, failure of a positioning system or wireless or power network or the Internet, strikes, lockouts or other labor disputes, riots, civil disturbances, embargoes, actions or inactions of governmental authorities, carriers or suppliers, epidemics, war, terrorism, severe weather, flood, fire, earthquakes, explosions, volcanic activities, acts of God or the public enemy, nuclear disasters, or default of a common carrier.

(f) Notices. Any notice under this Agreement shall be in writing and shall be sent by prepaid registered or certified mail, return receipt requested, overnight delivery by an internationally recognized courier (such as FedEx, UPS or DHL), personal delivery or fax/email (provided that a confirming copy is also sent by overnight delivery), addressed to the other party at the following address:

If to Customer: to the contact person and at the billing address set forth of this Agreement to this Agreement

If to FTS: Forward Thinking Systems LLC, Attn: Contracts Administration, 575 Jericho Turnpike, Suite 301, Jericho, NY 11753, Fax (516) 629-4998; with a copy to Greensfelder, Hemker & Gale, P.C., 200 W. Madison St., Suite 3300, Chicago, IL 60606, Attn: Upneet S. Teji, Esq.

Such notice shall be deemed to have been given upon personal delivery if delivered personally, the next business day if sent by overnight courier, on the fifth (5) business day if sent by registered or certified U.S. mail, or one (1) business day after receipt of successful transmission report if faxed.

(g) Assignment. Customer shall not assign this Agreement, or any rights or obligations hereunder, in whole or in part, voluntarily, by operation of law or otherwise, including by merger, consolidation or acquisition of a controlling interest in a party, without the prior written consent of FTS, not to be unreasonably withheld, delayed, or conditioned. Any attempt by Customer to assign this Agreement or any right or obligation hereunder in violation of this Section will be null and void and will constitute a material breach of this Agreement. FTS may freely assign this Agreement or its interest herein (or a portion thereof) without the consent of Customer.

(h) Modification of Agreement. This Agreement (and any addendums thereto) may not be modified or amended except by a written document executed by a duly authorized representative of each party.

(i) Waiver. No rights of a party or breach by the other party of any provision hereunder shall be waived by any act, omission, delay or knowledge of a party, except by a written document executed by a duly authorized representative of the waiving party. Any waiver on one occasion shall not constitute a waiver of any prior, concurrent, or subsequent occasions.

(j) Counterparts. This Agreement, and any amendments hereto and any waiver hereof, may be executed in counterparts, all of which taken together shall constitute one single agreement between the parties. If electronic signatures are used for this purpose, either party may print out the faxed or imaged version of the Agreement signed by the other party and then sign in the designated space.

(k) Construction. The captions and article and section headings in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. The term "including" as used herein means "including without limitation." The terms "herein," "hereof," "hereunder," and



Hardware / Service Purchase Agreement and Equipment Warranty

similar terms refer to the Agreement as a whole, rather than any particular provision. Each party acknowledges that it has had the opportunity to review this Agreement with legal counsel. Any rule of construction that resolves ambiguities against the drafting party shall not apply in this interpretation of the Agreement.

(l) Data Collection. Customer recognizes and acknowledges that FTS may collect data from customer's operations received in the normal course of the provision of the service component hereunder ("Customer Data"), aggregate such Customer Data with similar data received from the operations of its other customers, process and assemble such aggregated data and sell such data to third parties, all on a strictly anonymous basis. By its execution hereof, Customer hereby grants to FTS any and all consent and authority that may be required therefor. Customer acknowledges that FTS may store and use Customer Data pursuant to this Section 8(l) for at least a two (2) period following Forward Thinking System's acquisition of Customer Data. Customer hereby grants to FTS a non-exclusive, fully paid, world-wide and irrevocable license to use Customer Data and to copy, anonymize, aggregate, process and display Customer Data, to derive anonymous statistical and usage data related to the Service ("Aggregated Data") to compile, combine or incorporate such Aggregated Data with or into other similar data and information available, derived or obtained from other clients, customers, licensees or users of FTS, or otherwise (collectively, Aggregated Data and such compiled, combined or incorporated data and information shall be referred to as "FTS Data"), to permit FTS to provide additional services to its customers, including the copying, publication, distribution, display, licensing or sale of FTS Data and related or similar other statistics or data to third parties pursuant to a separate licensing or services arrangement or agreement. FTS will be the owner of all right, title and interest in and to Aggregated Data and FTS Data. Customer's grant of license to copy, anonymize, aggregate, process, use and display Customer Data shall survive the expiration or termination of this Agreement indefinitely.

Forward Thinking Systems

Fleet and asset tracking solutions, GPS/AVL, AI dashcams

#102924-FWD

Maturity Date: 4/23/2029

Website: ftsgps.com/sourcewell 

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 [Contract](#) 

Competitive Solicitation Documentation

-  [Request for Proposal \(RFP\)](#) 
-  [Proof of Publication](#) 
-  [Proposal Opening Record](#) 
-  [Proposal Evaluation](#) 
-  [Comment & Review](#) 
-  [Board Resolutions](#) 

Pricing Documentation

Information in this file is subject to change

-  [Contract 102924-FWD-Price Information](#) 

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**HARDWARE / SERVICE PURCHASE AGREEMENT & EQUIPMENT WARRANTY
BETWEEN
CITY OF COMPTON
AND
FORWARD THINKING SYSTEMS, LLC**

This **AGREEMENT** is made by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as "**CITY**") located at 205 South Willowbrook Avenue, Compton, California 90220, and **FORWARD THINKING SYSTEMS, LLC** (hereinafter referred to as "**CONTRACTOR**") located at 575 Jericho Turnpike, Jericho NY 11753.

AGREEMENT:

That the City and Contractor, for the consideration, terms and conditions herein described, mutually agree as follows:

1. SCOPE OF SERVICES TO BE PROVIDED:

The minimum services primarily consist of all tasks necessary for providing all maintenance, supplies, and equipment to perform Global Positioning System (GPS) monitoring software and services of City-owned vehicles. The GPS devices will transmit data which allow for fleet assets to be managed efficiently from remote locations.

Contractor will be responsible for the professional quality, technical accuracy and coordination of the services. Contractor will, without additional compensation, correct or revise and errors or deficiencies in the services.

Contractor agrees to perform all the said work and furnish all the said materials at its own cost and expense, as are necessary to complete in a good worker-like and substantial manner and to the satisfaction of the City.

1.1 Key Personnel.

- .a Contractor's Representative.** Contractor hereby designates **David Isler, CEO**, who shall be deemed to be Contractor's agent with express authority to bind Contractor with respect to all matters requiring Contractor's approval or authorization.
- .b City's Representative.** City hereby designates the **Street Superintendent or his/her designated representative** as City's Representative for this Agreement.

2. COMPENSATION:

The method of payment for the services rendered pursuant to this Agreement shall be base at the unit price rates specified within the Contractor's Proposal, which is incorporated herein. It is understood and agreed between the parties that the maximum compensation payable for the services to be provided by the Contractor during each contract year of this Agreement shall be limited to a not-to-exceed amount of Twenty-Three Thousand Two Hundred Sixty-Five Dollars and Sixty Cents (\$23,265.60).

**Services Agreement – Forward Thinking Systems, LLC
Hardware / Service Purchase Agreement and Equipment Warranty**

The total sum paid to the Contractor will include compensation for all work, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the Contractor, unless there is a change in the scope of the services or the scope of the project. In the instance of a change in the scope of services or scope of the project, adjustment to the compensation may be negotiated between the Contractor and the City. Adjustment in the compensation will not be effective until authorized and approved by contract amendment.

Progress payments may be made in arrears based on the percentage of work and deliverables completed by the Contractor. If Contractor fails to perform the required services according to schedule or other provisions of this Agreement, the City shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions noted herein.

Contractor shall be reimbursed within thirty (30) days, or as promptly as fiscal procedures may permit, upon receipt by the City of itemized and detailed invoices for services completed. Invoices shall be submitted no later than 45 calendar days after the performance of work for which the Contractor is billing. Invoices shall be delivered or mailed to the Street Superintendent, Public Works Street Maintenance Department at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

The Contractor is required to comply with all federal, state and local laws and ordinances applicable to the work.

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

3. TERM OF AGREEMENT:

The term of this Agreement shall be for one (1) year (March 1, 2025 – February 28, 2026) with two (2) one-year extension options, unless the Agreement is extended or terminated as provided herein.

4. SAFETY:

4.1 Contractor shall have overall responsibility for safety precautions and programs in the performance of the services.

4.1 Contractor shall seek to avoid injury, loss or damage to persons or property by taking reasonable steps to protect:

.a Employees and all other persons at the location where services are rendered ("Site");

**Services Agreement – Forward Thinking Systems, LLC
Hardware / Service Purchase Agreement and Equipment Warranty**

.b Materials and equipment on the Site or off the Site at locations for use in performance of the work; and

.c The assigned project Site and all property located at the Site, whether or not said property or structures are part of the project or involved in the work.

4.2 Contractor shall designate an individual at the Site of the assigned project in the employ of Contractor who shall act as Contractor's designated safety representative with a duty to prevent accidents.

4.3 Losses not insured under property insurance which may arise from the performance of the work, to the extent of the negligence attributed to such acts or omissions of Contractor or anyone for whose acts Contractor may be liable, shall be promptly remedied by Contractor at Contractor's cost and without reimbursement by City as a cost of work, or in any other manner.

5. INDEMNITY:

Contractor shall indemnify and save harmless the City, its officials, officers, employees, agents and volunteers (collectively hereafter the **CITY**) against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the City and shall defend, indemnify and save the City from any and all liability or expense, including defense costs and legal fees, and claims, demands, suits, actions or proceedings of any kind or nature, including Worker's Compensation claims, of or by anyone whomsoever in any way resulting from or arising out of the negligent or intentional acts or omissions of the Contractor in the performance of this Contract, including operations of subcontractors and acts or omissions of employers or agents of the Contractor or its subcontractors.

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

6. INSURANCE:

6.1 Contractor, by executing this Agreement, hereby certifies:

(1) *"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code and I will comply with such provisions before commencing the performance of the work of this Contract."*

(2) *Contractor further agrees to require all subcontractors to carry Worker's Compensation Insurance as required by the Labor Code of the State of California.*

6.2 Without limiting Contractor's indemnification of the City, Contractor shall provide and maintain at its own expense during the term of this Agreement the following program(s) of insurance covering its operations hereunder. Evidence of such insurance, which shall be provided by insurer(s) satisfactory to the City's Risk Manager, shall be delivered to the

Services Agreement – Forward Thinking Systems, LLC
Hardware / Service Purchase Agreement and Equipment Warranty

City. Such evidence shall express conditions that the City is to be given written notice at least thirty (30) days in advance of any termination or implementation of a reduction of limits or material change of insurance coverage as specified herein, including at least ten (10) day notice of any non-payment of premium(s). ***Failure on the part of the Contractor to procure or maintain insurance shall constitute a material breach upon which the CITY may immediately terminate this Agreement.***

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

1. General Liability. Contractor shall provide and maintain at its own expense during the term of this Agreement a policy of Commercial General Liability Insurance, inclusive of personal injury liability and broad form property damage coverage, in an amount not less than **One Million Dollars (\$1,000,000.00)** per occurrence. The coverage shall be written on an occurrence basis. Claims made coverage is not acceptable.

2. Workers' Compensation Insurance. Contractor shall provide and maintain at its own expense during the term of this Agreement a program of Workers' Compensation Insurance and Employer's Liability Insurance in an amount and form to meet all applicable requirements of the State Labor Code and which specifically covers all persons providing services by or on behalf of the Contractor and all risks to such persons under the Agreement.

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

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

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

. b The insurer waives all rights of subrogation against the City.

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

. d Identity of the insured(s).

Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the Contractor under the terms of the Agreement. The Contractor is advised that the City **does not** carry Contractor's Risk insurance, and the Contractor shall obtain its own coverage. Contractor shall procure and maintain, at its own costs and expense, any additional kinds and amounts of insurance that, in its own judgment, may be necessary for its proper protection of the work. Contractor shall ensure any

**Services Agreement – Forward Thinking Systems, LLC
Hardware / Service Purchase Agreement and Equipment Warranty**

and all contracts with its Trade Contractors performing services under this Agreement meet the insurance requirements of this Agreement.

6.3 Waiver of Subrogation. Required insurance coverages shall not prohibit Contractor from waiving the right of subrogation prior to a loss. Contractor shall waive all subrogation rights against the indemnified parties. Policies shall contain or be endorsed to contain such provisions.

6.4 Deductible. Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

6.5 Evidence of Insurance. The Contractor, concurrently with the execution of the Contract, and as a condition precedent to the effectiveness thereof, shall deliver certified copies of the required policies to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

6.6 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

6.7 Insurance for Subcontractors. All subcontractors shall be included as additional insured's under the Contractor's policies, or the Contractor shall be responsible for causing subcontractors to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City as an ***"additional insured"*** to the subcontractor's policies.

7. NONDISCRIMINATORY EMPLOYMENT PRACTICES:

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

**Services Agreement – Forward Thinking Systems, LLC
Hardware / Service Purchase Agreement and Equipment Warranty**

post in conspicuous places, available to employees and applicants for employment, notices setting forth provisions of this nondiscrimination clause.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract, this Contract may be canceled, terminated or suspended in whole or in part.

8. SUCCESSOR AND ASSIGNS:

City and the Contractor each binds themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Agreement shall assign the Contract or sublet it in whole or part without the written consent of the other, nor shall the Contractor assign any monies due or to become due to it hereunder, without the previous written consent of the City. Any attempted assignment of this Contract without the written consent of both parties is void.

9. INDEPENDENT CONTRACTOR STATUS:

Contractor, its officers, employees, subcontractors, agents and volunteers (collectively hereinafter the **CONTRACTOR**), is a wholly independent Contractor and not an officer, employee, subcontractor or agent of the City. Neither the City nor any of its officers, employees, agents or volunteers shall have any control over the conduct of the Contractor, except as expressly set forth in this Agreement. Contractor expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Agreement that Contractor shall not at any time or in any manner, represent that Contractor is in any manner officers, employees, agents or volunteers of the City. Contractor shall obtain no rights to retirement, health care or any other benefit that accrue to City officials, officers, or employees. Contractor expressly waives any claim to such rights.

10. SUBCONTRACTING:

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

11. OTHER CONTRACTORS:

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

12. PERMITS AND LICENSES:

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

Prior to or at the time of execution of this Agreement, the Contractor shall purchase a business license permit in conformance with *Section 9-1.2 of the Compton Municipal Code*.

13. TERMINATION:

Notwithstanding any other provisions of this Agreement, this Agreement may be terminated as follows:

13.1 If the Contractor becomes insolvent; that is, it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not it has committed an act of bankruptcy, and whether or not insolvent within the meaning of the federal Bankruptcy law, then, the City may, without prejudice to any other right or remedy and after giving the Contractor five (5) days written notice, terminate this Agreement.

13.2 If the Contractor persistently or repeatedly refuses or fails, except in cases for which extensions of time are provided, to supply enough properly skilled workers, property or material, or if he fails to make prompt payment to subcontractors or for materials or labor, or he persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, then, the City may, without prejudice to any other right or remedy and after giving the Contractor five (5) days written notice, terminate this Agreement.

13.3 If the Contractor fails to perform or breaches any material obligation under this Agreement, then, the City may, without prejudice to any other right or remedy and after giving the Contractor five (5) days written notice, terminate this Agreement.

If the City gives notice of termination, Contractor shall cease immediately all work in progress unless otherwise directed in writing by the City. Upon termination, Contractor shall furnish to the City a final invoice for work performed.

14. FORCE MAJEURE:

In the event that performance by either party is rendered impossible (permanently or temporarily) due to acts of war, acts of terrorism, fires, floods, epidemics, quarantine restrictions, or other natural occurrences, strikes, work slowdowns, lockouts (other than lockout by Contractor or any of Contractor's subcontractors), or other similar acts to those described above or other causes beyond the reasonable control of such party, and without fault or negligence, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Notwithstanding the foregoing, City shall have the right to terminate this Contract upon any event that renders performance impossible. In such case, City shall be responsible for payment of all expenses incurred to the point at which this Contract is terminated.

**Services Agreement – Forward Thinking Systems, LLC
Hardware / Service Purchase Agreement and Equipment Warranty**

15. WAIVERS:

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

16. AMENDMENTS:

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

17. NOTICE:

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

Contractor:

**Forward Thinking Systems, LLC
575 Jericho Turnpike
Jericho, NY 11753
Attn: David Isler
(214) 727-3798**

City:

**City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: Marcus Harris, Public Works Interim
Street Superintendent
(310) 605-5691
mharris@comptoncity.org**

18. CONTRACTOR'S BOOKS AND RECORDS:

Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to work, services, expenditures and disbursements charges to the City for the period and to the extent required by laws relating to audits of public agencies and their expenditures.

**Services Agreement – Forward Thinking Systems, LLC
Hardware / Service Purchase Agreement and Equipment Warranty**

Contractor shall maintain all documents and records which demonstrate performance under this Agreement for the period and to the extent required by laws relating to audits of public agencies and their expenditures.

Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City or a designated representative. Copies of such documents shall be provided to the City, at its expenses, for inspection when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Contractor's address indicated for receipt of notices in this Agreement.

19. EXAMINATION AND AUDIT:

This Contract shall be subject to examination and audit of the City, State Auditor of the State of California and/or any duly authorized representative of the federal government, at the request of the City, or as part of any audit of the City, for a period of three (3) years, or longer if required by law, after final payment under this Agreement.

20. EXTENT OF AGREEMENT:

This Agreement constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all and any part of the subject matter hereof. Nothing contained in this Agreement shall create any contractual relations between any subcontractor and the City.

21. GOVERNING LAW, JURISDICTION AND VENUE:

This Agreement shall be governed by and construed under the laws of the State of California. In the event of litigation between the parties, venue shall lie exclusively in a court of competent jurisdiction in the County of Los Angeles, state of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

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

22. WAIVER OF JURY TRIAL:

Contractor voluntarily waives its right to a jury trial of any cause of action, claim, counter-claim or cross-complaint in any action, proceeding or hearing on any matter whatsoever arising out of, or in any way connected with, this Agreement, the relationship between City and Contractor, Contractor's performance on each project, or the enforcement of any remedy under any law, statute or regulation now or hereafter in effect. Contractor shall include this provision

**Services Agreement – Forward Thinking Systems, LLC
Hardware / Service Purchase Agreement and Equipment Warranty**

for waiver of jury trial right in its contracts with its subcontractors who provide work on any assigned projects, waiving the right of a jury trial in any action involving City as a party, whether by joinder, consolidation, counter-claim, cross-complaint or otherwise.

23. FEDERAL AND STATE WITHHOLDING TAXES:

Contractor shall be responsible for paying when due all federal and state income withholding taxes for all earning under this Agreement. Contractor agrees to indemnify City for any claims, costs, losses, fees, penalties, interest, or damages suffered by City resulting from Contractor's failure to comply with this provision. Contractor shall be responsible for paying all federal and state income withholding taxes for all earning under this Agreement.

24. CERTIFICATIONS:

CERTIFICATIONS OF CONTRACTOR

I, **David Isler**, **HEREBY CERTIFY** that I am the Owner, and duly authorized representative of the **CONTRACTOR** firm of **Forward Thinking Systems, LLC**, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

.a employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement; nor

.b agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor

.c paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this agreement.

DEBARMENT AND SUSPENSION CERTIFICATION

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

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency; and
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years; and
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against he/she/it by a court of competent jurisdiction in any matter involving fraud or official misconduct in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract under a public transaction; violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property within the

**Services Agreement – Forward Thinking Systems, LLC
Hardware / Service Purchase Agreement and Equipment Warranty**

- past 3 years; and
- are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in the preceding paragraph; and
- have not had one or more public transactions (Federal, State or local) terminated for cause or default within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

[Supply exceptions on separate page]

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

[Attach separate page]

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction.

The above certifications are part of this contract. Signing this agreement on the signature portion thereof shall also constitute signature of the above Certifications.

David Isler, CEO

Date

25. MISCELLANEOUS:

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

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

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

FORWARD THINKING SYSTEMS, LLC

Dated: _____

By _____
David Isler, CEO

Services Agreement – Forward Thinking Systems, LLC
Hardware / Service Purchase Agreement and Equipment Warranty

CITY OF COMPTON
Recommended for Approval:

By _____
Marcus Harris, Interim Street Superintendent
Public Works Street Maintenance
Department

Dated: _____

Approved by:

Dated: _____

By _____
Willie A Hopkins, Jr., City Manager

Approved as to form:

By _____
Legal Division

Dated: _____

ATTEST:

Dated: _____

By _____
Satra Zurita, City Clerk

October 21, 2025

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: COMPTON FIRE DEPARTMENT

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
ADOPTING THE UPDATE TO THE CITY'S EMERGENCY
OPERATIONS PLAN**

SUMMARY

The attached Resolution authorizes the City Council to adopt the updated Emergency Operations Plan.

BACKGROUND

The City's Emergency Operations Plan (EOP) establishes an Emergency Management Organization and assigns functions and tasks consistent with California's Standardize Emergency Management System (SEMS) and the National Incident Management System (NIMS). It provides for the integration and coordination of planning efforts through a whole community approach and authorizes City's personnel to perform their duties and tasks before, during and after an emergency. The EOP was last updated in March of 2012 and needs to be updated.

This plan was developed for City Departments and local special districts with emergency services responsibilities within the City. The content is based upon guidance approved and provided by the Federal Emergency Management Agency (FEMA) standard on EOP organization for a local jurisdiction and the California Office of Emergency Services (Cal OES). Its intent is to provide direction on how to respond to an emergency from the onset, through an extended response and into the recovery process.

STATEMENT OF THE ISSUE

On September 19, 2025, the EOP was presented for review and was approved by the City of Compton's Safety Commission.

Once adopted, this plan is an extension of the County of Los Angeles' Emergency Response Plan and the California Emergency Plan. It will be reviewed and tested periodically and revised as necessary to meet changing conditions such as lessons learned from an actual disaster and emergency; and/or changes in State/Federal guidance.

FINANCIAL IMPACT

This Resolution will have no fiscal impact on the City of Compton's Budget.

RECOMMENDATION

Staff is recommending that the City Council approve the attached resolution adopting the update to the EOP and authorizing the City Manager to amend and update the EOP as needed to maintain compliance with FEMA, Cal OES, and other applicable state or federal requirements. Adoption legitimizes the plan update and authorizes departments and their staffs to execute their responsibilities.

**RONERICK SIMPSON
FIRE CHIEF**

APPROVED FOR FORWARDING

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING
THE UPDATE TO THE CITY'S EMERGENCY OPERATIONS PLAN**

WHEREAS, the City of Compton Emergency Operations Plan (EOP) addresses the City's planned response to extraordinary emergency situations associated with natural disasters, technological incidents and national security emergencies in or affecting the City of Compton; and

WHEREAS, this plan does not apply to normal day-to-day emergencies or the established departmental procedures used to cope with such emergencies. Rather this plan focuses on operational concepts and would be implemented relative to large-scale disasters; and

WHEREAS, the City's Emergency Operations Plan (EOP) establishes an Emergency Management Organization and assigns functions and tasks consistent with California's Standardize Emergency Management System (SEMS) and the National Incident Management System (NIMS); and

WHEREAS, pursuant to Section 1701 of the City Charter, during a declared state of emergency, the City Manager is authorized to take such actions as are necessary to safeguard life, health, and property, consistent with the provisions of the EOP and applicable law;

WHEREAS, the EOP was last updated in March of 2012 and needs an update; and

WHEREAS, on September 19, 2025, the updated EOP was presented for review and was approved by the City of Compton's Safety Commission; and

WHEREAS, adoption by the City Council of the City of Compton demonstrates its commitment to be prepared to provide emergency support to the citizens of Compton during extraordinary emergency situations.

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

SECTION 1. That the Emergency Operations Plan Update is adopted.

SECTION 2. That once adopted, this plan is an extension of the California Emergency Plan.

SECTION 3. That a copy of this resolution and adopted EOP shall be forwarded to the offices of the City Clerk, City Manager, City Attorney, City Controller, Law Division, and the Fire 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
CITY OF COMPTON: ss

I, Satra D. Zurita, City Clerk of the City of Compton, hereby certify that the foregoing resolution was adopted by the City Council, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2025.

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

AYES: COUNCIL MEMBER-
NOES: COUNCIL MEMBER-
ABSENT: COUNCIL MEMBER-
ABSTAIN: COUNCIL MEMBER-

SATRA D. ZURITA
CITY CLERK OF THE CITY OF COMPTON