

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

1/13/2026

4:30 PM – CLOSED SESSION

5:30 PM – PUBLIC MEETING

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

OPENING

ROLL CALL

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS ON CLOSED SESSION

CLOSED SESSION

1. PUBLIC EMPLOYEE APPOINTMENT / RECRUITMENT
Title: Municipal Law Division Chief
Pursuant to Government Code 54957
2. PUBLIC EMPLOYEE APPOINTMENT / RECRUITMENT
Title: City Controller
Pursuant to Government Code 54957
3. PUBLIC EMPLOYEE APPOINTMENT / RECRUITMENT

Title: City Attorney
Pursuant to Government Code 54957

REPORT OUT OF CLOSED SESSION

PRESENTATIONS

4. Special Legal Counsel Services (Outside Counsel)

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

CONSENT AGENDA

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

APPROVAL OF MINUTES

5. MARCH 11, 2025

CITY MANAGER

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION 25,156 AND RE-ESTABLISHING A CHARTER REVIEW COMMITTEE FOR THE CITY OF COMPTON TO FORMULATE AND PRESENT RECOMMENDED CHARTER AMENDMENTS SUCH AS ENHANCING COMMITTEE MEMBER SPECIALIZED SKILLS, AN ACCELERATED MEETING SCHEDULE, AND ESTABLISHING A STIPEND NOT TO EXCEED NINE THOUSAND NINE HUNDRED DOLLARS (\$9,900) FOR COMMITTEE SERVICE MEMBERS FROM JANUARY 2026 THROUGH JUNE 2026
7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A SUPPLEMENTAL PURCHASE ORDER FOR ADDITIONAL FUNDING TO TV PRO GEAR, INC. FOR VIDEO RECORDING AND LIVE STREAMING SERVICES FOR CITY COUNCIL MEETINGS AT THE DOLLARHIDE COMMUNITY CENTER IN THE AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,000.00)

GRANTS DEPARTMENT

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO TAJ TRADING CORPORATION DBA TAJ OFFICE AND SCHOOL SUPPLY IN THE AMOUNT OF (\$50,000) FOR THE PURCHASE OF SUPPLIES AND PERSONALIZED MATERIAL IN CONNECTION WITH THE CITY'S 10-WEEK SMALL BUSINESS WORKSHOP PROGRAM
9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON

AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR CORELINK CONSULTING TO PROVIDE GRANT ADMINISTRATIVE SERVICES (\$82,500)

PUBLIC WORKS DEPARTMENT

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2025-26 PUBLIC WORKS STREET MAINTENANCE DEPARTMENT BUDGET AND AUTHORIZING THE CITY MANAGER TO ESTABLISH A PURCHASE ORDER WITH SHERWIN-WILLIAMS COMPANY FOR THE PURCHASE OF PAINT FOR THE CITYWIDE ANTI-GRAFFITI PROGRAM IN AN AMOUNT NOT TO EXCEED FIFTY THOUSAND DOLLARS (\$50,000)

WATER DEPARTMENT

11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER FOR THE STATE WATER RESOURCES CONTROL BOARD (SWRCB) FOR PAYMENT OF THE WATER SYSTEM ANNUAL FEES IN THE AMOUNT OF FIFTY-FOUR THOUSAND SEVEN HUNDRED AND SIXTEEN DOLLARS AND TWELVE CENTS (\$54,716.12)

REGULAR AGENDA

REPORTS OF OFFICERS, BOARDS, COMMISSIONS AND COMMITTEES AND CITY COUNCIL

12. CONSIDER LEAVE OF ABSENCE PUBLIC SAFETY COMMISSIONER - INEZ ADKINS
13. APPOINTMENT(S) OF OFFICERS, COUNCIL MEMBERS, BOARDS/COMMISSIONS AND COMMITTEES
14. REMOVAL OF OFFICERS, COUNCIL MEMBERS, BOARDS/COMMISSIONS AND COMMITTEES

RECEIVE AND FILE - BISHOP J. GUILLORY RESIGNATION

CITY MANAGER'S REPORT

15. DISCUSSION: KEY TO THE CITY NOMINATION

NEW BUSINESS

16. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE PROFESSIONAL

SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR NV5, INC. FOR ADDITIONAL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE WILMINGTON AVENUE SAFE STREETS PEDESTRIAN/BICYCLE IMPROVEMENT PROJECT, CIP# 18-02 (\$220,000)

17. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2025-2026 FISCAL YEAR BUDGET TO APPROPRIATE FUNDS FROM THE CALIFORNIA DEPARTMENT OF JUSTICE DIVISION OF OPERATIONS TO ENFORCE A LOCAL ORDINANCE OR STATE LAW RELATED TO THE ILLEGAL SALE AND MARKETING OF TOBACCO PRODUCTS TO MINORS (\$350,000)

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: 1/27/2026 5:30 PM

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

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

January 13, 2026

TO: MAYOR AND CITY COUNCIL

FROM: CITY ATTORNEY

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY COMPTON RESCINDING RESOLUTION 25,156 AND RE-ESTABLISHING A CHARTER REVIEW COMMITTEE FOR THE CITY OF COMPTON TO FORMULATE AND PRESENT RECOMMENDED CHARTER AMENDMENTS SUCH AS ENHANCING COMMITTEE MEMBER SPECIALIZED SKILLS, AN ACCELERATED MEETING SCHEDULE, AND ESTABLISHING A STIPEND NOT TO EXCEED NINE THOUSAND NINE HUNDRED DOLLARS (\$9,900) FOR COMMITTEE SERVICE MEMBERS FROM JANUARY 2026 THROUGH JUNE 2026

SUMMARY

City Council members have requested that a resolution be brought forth for City Council consideration and approval which will re-establish a Charter Review Committee for the City of Compton to formulate and present recommended Charter amendments to the City Council. This resolution will rescind resolution 25,156 adopted November 5, 2019, and re-establish a charter review committee for the City of Compton for the purpose of enhancing committee member specialized skills, an accelerated meeting schedule, and establishing a stipend not to exceed \$9,900 for committee service from January 2026 through June 2026.

BACKGROUND

Article XI, Section 3 of the California Constitution empowers a city, for its own government, to adopt, amend, revise or repeal a charter by majority vote of its electors. The City of Compton was incorporated as a charter city on May 11, 1888. The City's Charter was last amended in 2024.

On November 5, 2019 the City Council adopted Resolution 25,156 to establish a Charter Review Committee to evaluate existing City Charter provisions and recommend any proposed amendments to the City Council for consideration as a ballot measure(s) in the 2020 statewide general election. Pursuant to Section 1.j. of Resolution 25,156 this committee automatically terminated thirty (30) days after delivery of the final report to the City Council in 2020. As a result of the committee's automatic termination, staff recommends rescinding Resolution 25,156 for house keeping purposes.

The City Council has requested that the City Manager prepare a resolution to re-establish a Charter Review Committee, the appointment, qualifications and jurisdiction of the Committee and its members, in addition to other pertinent matters.

STATEMENT OF THE ISSUE

The primary purpose and responsibilities of the Charter Review Committee will include to: (1) hold public meetings to receive input on proposed Charter amendments; and, (2) present a formal written report, with its recommendations as to which, if any, Charter amendments should be considered for placement before the City's electorate, to the City Council for review, discussion and consideration.

The Charter Review Committee will be an advisory body to the City Council solely created for the purpose of reviewing the City Charter and recommending proposed Charter amendments to the City Council. The City Council would retain discretion to modify, reject or approve any Committee recommendations and to propose additional Charter amendments.

December 9, 2025 City Council provided direction requiring potential committee members to be individuals with demonstrated specialized qualifications and subject-matter expertise relevant to the Charter Review process. Council also recommended a stipend for members to meet twice per month.

Any proposed recommendations by the Charter Review Committee must be submitted for Council consideration and approval by the requisite deadline for the next upcoming relevant elections. Staff has confirmed with the Los Angeles County Registrar Recorder that the requisite ballot deadlines are:

- March 6, 2026 ballot deadline for the June 2, 2026 primary election
- August 7, 2026 ballot deadline for the November 3, 2026 general election

To meet the deadline for the November 3, 2026 general election, bi-monthly meetings from January 2026 to June 2026 are proposed to allow time to bring Committee recommendations to the City Council for consideration, adoption, and subsequent ballot submission to the Los Angeles County Registrar.

In summary, the attached proposed resolution will establish a Charter Review Committee with the following (not exclusive) provisions:

- Consist of eleven (11) voting members, two (2) appointed by each Council member and three (3) appointed by the Mayor
- Establish qualifications for membership
- Specify the Committee's purpose and jurisdiction
- Identify deadline for presentation of the Committee's recommendations and final report to the City Council and the termination of the Committee's existence

The City Manager shall appoint a City staff person who shall keep a record of the Committee proceedings and transactions and the City's Legal Representative, or their designee, shall serve as the Legal Advisor to the Charter Review Committee.

In addition to the afore mentioned requirements, City Council is requesting the additional qualification for Charter Review Committee members:

Enhanced Qualifications

To strengthen the committee's capacity, the proposed amendment introduces a set of specialized skills and areas of expertise that prospective members should possess. These include:

1. **Municipal Law & Governance**
 - Expertise in city charters, municipal codes, and California state law.
 - Experience with legal interpretation and policy development.
2. **Public Administration**
 - Knowledge of city operations, budgeting, and organizational structures.
 - Familiarity with intergovernmental relations and administrative processes.
3. **Community Engagement & Equity**
 - Skills in public outreach, stakeholder engagement, and inclusive policy-making.
 - Understanding of equity frameworks and community representation.
4. **Urban Planning & Development**
 - Experience in land use, zoning, infrastructure, and sustainability planning.
 - Insight into long-term strategic development and city growth.
5. **Finance & Budgeting**
 - Expertise in municipal finance, auditing, and fiscal policy.
 - Ability to assess the financial implications of charter provisions.
6. **Education & Civic Literacy**
 - Background in civic education, public policy, or teaching governance.
 - Ability to translate complex charter language for public understanding.
7. **Labor Relations & Human Resources**
 - Understanding of public sector labor laws, collective bargaining, and HR policies.
 - Experience with organizational development and workforce planning.
8. **Ethics & Accountability**
 - Knowledge of government ethics, transparency laws, and accountability mechanisms.
 - Experience with oversight bodies or ethics commissions.
9. **Technology & Innovation**
 - Familiarity with digital governance, smart city initiatives, and data-driven decision-making.

These qualifications will guide the selection process and ensure that the committee reflects a diverse range of professional and lived experiences relevant to charter reform.

Accelerated Meeting Schedule

To meet strategic deadlines and ensure timely recommendations, staff proposes an accelerated meeting schedule beginning in January 2026 and concluding in June 2026. This schedule will include bi-weekly meetings per prior Resolution 25,156 Section *h* on the first and third Monday of each month, with additional sessions as needed to accommodate public input and legal review.

Stipend Authorization

To recognize the time and expertise contributed by committee members, staff recommends the adoption of an ordinance authorizing a total of \$9,900 in stipends for the six-month review period. This amount will be distributed equitably among committee members based on attendance and participation.

FISCAL IMPACT

Fiscal impact for Charter Review Committee members for the remaining Fiscal Year 2025-2026 is \$9,900 from GL account 1004-610-000-410 from January 2026 to June 2026. If proposed Charter amendments are ultimately referred to the voters, the City will incur costs associated with the City of Compton's election expenses.

RECOMMENDATION

No recommendation is offered by staff. Resolution presented for consideration and adoption pursuant to request of Council members.

WILLIE A. HOPKINS JR.
CITY MANAGER

Attachments
Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY COMPTON RESCINDING RESOLUTION 25,156 AND RE-ESTABLISHING A CHARTER REVIEW COMMITTEE FOR THE CITY OF COMPTON TO FORMULATE AND PRESENT RECOMMENDED CHARTER AMENDMENTS SUCH AS ENHANCING COMMITTEE MEMBER SPECIALIZED SKILLS, AN ACCELERATED MEETING SCHEDULE, AND ESTABLISHING A STIPEND NOT TO EXCEED NINE THOUSAND NINE HUNDRED DOLLARS (\$9,900) FOR COMMITTEE SERVICE MEMBERS FROM JANUARY 2026 THROUGH JUNE 2026

WHEREAS, Article XI, Section 3 of the California Constitution empowers a city, for its own government, to adopt, amend, revise or repeal a charter by majority vote of its electors; and

WHEREAS, the City of Compton was incorporated as a charter city on May 11, 1888; and

WHEREAS, On November 5, 2019 the City Council adopted Resolution 25,156 to establish a Charter Review Committee to evaluate existing City Charter provisions and recommend any proposed amendments to the City Council for consideration as a ballot measure(s) in the 2020 statewide general election; and

WHEREAS, the Charter Review Committee will be an advisory body to the City Council solely created for the purpose of reviewing the City Charter and recommending proposed Charter amendments to the City Council, which shall retain discretion to modify, reject or approve any Committee recommendations and to propose additional Charter amendments; and

WHEREAS, pursuant to Section 1.j. of Resolution 25,156 this committee automatically terminated thirty (30) days after delivery of the final report to the City Council in 2020; and

WHEREAS, as a result of the committee's automatic termination, staff recommends rescinding Resolution 25,156 for house keeping purposes; and

WHEREAS, the City Council has requested that the City Manager prepare a resolution to re-establish a Charter Review Committee, the appointment, qualifications and jurisdiction of the Committee and its members, in addition to other pertinent matters; and

WHEREAS, the Charter Review Committee will be an advisory body to the City Council solely created for the purpose of reviewing the City Charter and recommending proposed Charter amendments to the City Council; and

WHEREAS, the City Council would retain discretion to modify, reject or approve any Committee recommendations and to propose additional Charter amendments, and

WHEREAS, on December 9, 2025 City Council provided direction requiring potential committee members to be individuals with demonstrated specialized qualifications and subject-matter expertise relevant to the Charter Review process; and

WHEREAS, the City Council also recommended a stipend for members to meet twice per month; and

WHEREAS, staff has confirmed with the Los Angeles County Registrar Recorder that the requisite ballot deadlines are:

- March 6, 2026 ballot deadline for the June 2, 2026 primary election
- August 7, 2026 ballot deadline for the November 3, 2026 general election; and

WHEREAS, to meet the deadline for the November 3, 2026 general election, bi-monthly meetings from January 2026 to June 2026 are proposed to allow time to bring Committee recommendations to the City Council for consideration, adoption, and subsequent ballot submission to the Los Angeles County Registrar.

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

Section 1. That a Charter Review Committee of the City of Compton is hereby established as follows:

- a. **Creation of Committee.** Consist of eleven (11) voting members, two (2) appointed by each Council member and three (3) appointed by the Mayor
- b. **Appointments to Committee.** At the Committee's first meeting, the Council Appointees shall, as their first item of business, select a Chairperson and a Vice Chairperson by a majority vote of the Council Appointees.
- c. **Committee Appointee Qualifications.** Council Appointees must, at all times during their service on the Committee, be Compton residents and registered voters of the City. The composition of the Committee should consist of a balance of viewpoints, background, opinion and experience. Elected officials and anyone related to or employed by (city staff or professional staff) elected officials in Compton are prohibited from serving on the Committee.
- d. **Committee Vacancies.** A Council Appointee serves at the pleasure of the Councilmember appointing him or her. If a Council Appointee, who is appointed by a City Councilmember still holding office as a Councilmember, resigns from the Committee, then that Councilmember may select a replacement Committee member. If a Council Appointee appointed by a former Councilmember resigns from the Committee, then a replacement shall be selected by the Councilmember who replaces the former Councilmember, provided that if there is no such replacement Councilmember within thirty (30) days of the former Councilmember's vacancy, then the City Council shall make the appointment.
- e. **Committee Jurisdiction.** The Committee's sole and exclusive purpose and jurisdiction shall be to review the City Charter and provide, in the time period required by this Resolution, recommendations to the City Council proposing specific amendments to the City Charter. The Committee shall take input from the public on proposed Charter amendments. The Committee shall, if requested by a Councilmember or the City Council, consider such matters as specifically requested by the Councilmember or City Council.
- f. **Committee Recommendations and Final Report.** The Committee will identify deadline for presentation of the Committee's recommendations and final report to the City Council and the termination of the Committee's existence.
- g. The City Council reserves the right in acting on the Committee's recommendations to approve, modify, or reject any Committee recommendations and to propose additional Charter amendments. The City Council may place one or more proposed Charter amendment(s) on the ballot as stand-alone ballot questions, or alternatively, place groups of proposed Charter amendments on the ballot in one or more ballot questions.

Section 2. The City Manager shall appoint a City staff person who shall keep a record of the Committee proceedings and transactions and the City's Legal Representative, or their designee, shall serve as the Legal Advisor to the Charter

Review Committee.

Section 3. To meet strategic deadlines and ensure timely recommendations, staff proposes an accelerated meeting schedule beginning in January 2026 and concluding in June 2026. This schedule will include bi-weekly meetings per prior Resolution 25,156 Section *h* on the first and third Monday of each month, with additional sessions as needed to accommodate public input and legal review.

Section 4. The Committee and its members shall be governed by the Ralph M. Brown Act (“Brown Act”), applicable City laws, rules and policies (including, without limitation, with respect to conflicts of interest) and all other applicable laws. Unless excepted by provisions of the Brown Act, Committee meetings shall be open to the public. Committee agendas, minutes, and schedules of the Committee, as well as matters related to the Charter review shall be made available for viewing on the City’s website at www.comptoncity.org.

Section 5. To strengthen the committee’s capacity, the proposed amendment introduces a set of specialized skills and areas of expertise that prospective members should possess. These include:

- i. **Municipal Law & Governance**
 - a. Expertise in city charters, municipal codes, and California state law.
 - b. Experience with legal interpretation and policy development.
- ii. **Public Administration**
 - a. Knowledge of city operations, budgeting, and organizational structures.
 - b. Familiarity with intergovernmental relations and administrative processes.
- iii. **Community Engagement & Equity**
 - a. Skills in public outreach, stakeholder engagement, and inclusive policy-making.
 - b. Understanding of equity frameworks and community representation.
- iv. **Urban Planning & Development**
 - a. Experience in land use, zoning, infrastructure, and sustainability planning.
 - b. Insight into long-term strategic development and city growth.
- v. **Finance & Budgeting**
 - a. Expertise in municipal finance, auditing, and fiscal policy.
 - b. Ability to assess the financial implications of charter provisions.
- vi. **Education & Civic Literacy**
 - a. Background in civic education, public policy, or teaching governance.
 - b. Ability to translate complex charter language for public understanding.
- vii. **Labor Relations & Human Resources**
 - a. Understanding of public sector labor laws, collective bargaining, and HR policies.
 - b. Experience with organizational development and workforce planning.
- viii. **Ethics & Accountability**
 - a. Knowledge of government ethics, transparency laws, and accountability mechanisms.
 - b. Experience with oversight bodies or ethics commissions.
- ix. **Technology & Innovation**

- a. Familiarity with digital governance, smart city initiatives, and data-driven decision-making.

Section 6. To meet strategic deadlines and ensure timely recommendations, staff proposes an accelerated meeting schedule beginning in January 2026 and concluding in June 2026. This schedule will include bi-weekly meetings per adopted Resolution 25,156 Section *h* on the first and third Monday of each month, with additional sessions as needed to accommodate public input and legal review.

Section 7. Stipends in the amount of \$75 per member for each meeting they attend shall be allocated based on attendance and active participation.

Section 8. Fiscal impact for Charter Review Committee members for the remaining Fiscal Year 2025-2026 is \$9,900 from GL account 1004-610-000-410 from January 2026 to June 2026. If proposed Charter amendments are ultimately referred to the voters, the City will incur costs associated with the City of Compton's election expenses.

Section 9. Stipends shall be distributed equitably among committee members based on attendance, participation, and fulfillment of assigned responsibilities, as determined by the City Manager or designee.

Section 10. The City Manager, or designee, is authorized to take all necessary actions to implement this ordinance, including the administration and disbursement of stipends in accordance with applicable city policies and procedures.

Section 11. This ordinance shall take effect immediately upon its adoption and shall be published and posted as required by law.

Section 12. That a certified copy of this Resolution shall be filed in the offices of the City Manager, City Attorney, City Controller and City Clerk.

Section 13. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this _____ day of _____, 2026.

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, do hereby certify that the foregoing Ordinance was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2026.

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

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

SATRA D. ZURITA
CITY CLERK OF THE CITY OF COMPTON

January 13, 2026

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ISSUANCE OF A SUPPLEMENTAL PURCHASE ORDER FOR ADDITIONAL FUNDING TO TV PRO GEAR, INC. FOR VIDEO SERVICES FOR CITY COUNCIL MEETINGS AT DOLLARHIDE COMMUNITY CENTER IN THE AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,000.00)

SUMMARY

Adoption of this resolution will authorize the City Manager to issue a supplemental purchase order for additional funding to TV Pro Gear, Inc. for video recording and live streaming services of Council meetings at Dollarhide Community Center in the amount of Fifty Thousand Dollars (\$50,000.00).

BACKGROUND

The City Council of the City of Compton conducts regular City Council meetings to carry out the legislative and administrative business of the City and to ensure transparency, public participation, and accessibility.

On November 18, 2025 pursuant to Resolution No. 26,331, the City Council approved the issuance of a purchase order to TV Pro Gear, Inc in the amount of Fifty Thousand Dollars (\$50,000.000) to provide video recording and live streaming services for weekly City Council meetings held at the Dollarhide Community Center during the renovation of the City Council Chambers.

STATEMENT OF THE ISSUE

The renovation of the City Council Chambers is still underway requiring City Council meetings to continue at the temporary location at the Dollarhide Community Center.

It is essential to continue video recording and live streaming services of City Council meetings to ensure continuity of operations and maintain public access, transparency and compliance with open meeting requirements. TV Pro Gear, Inc. has the necessary expertise, equipment, and personnel to continue to provide these services from the temporary meeting location.

Therefore, additional funding is required to continue these services until City Council meeting are relocated back to the City Council Chambers, at an additional cost of Fifty Thousand Dollars (\$50,000.000) and a supplemental purchase order for the services of TV Pro Gear, Inc. will be required.

FINANCIAL IMPACT

Funds for this expenditure are available in the 2025 – 2026 Fiscal Year Budget in Account No. 1001-610-000-4262.

RECOMMENDATION

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

WILLIE A. HOPKINS, JR
CITY MANAGER

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ISSUE A SUPPLEMENTAL PURCHASE
ORDER FOR ADDITIONAL FUNDING TO TV PRO GEAR, INC. FOR VIDEO
RECORDING AND LIVE STREAMING SERVICES FOR CITY COUNCIL MEETINGS
AT THE DOLLARHIDE COMMUNITY CENTER IN THE AMOUNT OF FIFTY
THOUSAND DOLLARS (\$50,000.00)**

WHEREAS, the City Council of the City of Compton conducts regular City Council meetings to carry out the legislative and administrative business of the City and to ensure transparency, public participation, and accessibility; and

WHEREAS, on November 18, 2025, pursuant to Resolution No. 26,331, the City Council approved the issuance of a purchase order to TV Pro Gear, Inc. in the amount of Fifty Thousand Dollars (\$50,000.00) to provide video recording and live streaming services for weekly City Council meetings held at the Dollarhide Community Center during the renovation of the City Council Chambers; and

WHEREAS, the renovation of the City Council Chambers is still underway, requiring City Council meetings to continue at the temporary location at the Dollarhide Community Center; and

WHEREAS, it is essential to continue video recording and live streaming services of City Council meetings to ensure continuity of operations and maintain public access, transparency, and compliance with open meeting requirements; and

WHEREAS, TV Pro Gear, Inc. has the necessary expertise, equipment, and personnel to continue providing reliable video recording and live streaming services from the temporary meeting location; and

WHEREAS, therefore, additional funding is required to continue these services until City Council meetings are relocated back to the City Council Chambers, at an additional cost of Fifty Thousand Dollars (\$50,000.00); and

WHEREAS, a supplemental purchase order for the services of TV pro Gear, Inc. will be required. Funds for this expenditure are available in the Fiscal Year 2025–2026 Budget in Account No. 1001-610-000-4262.

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

Section 1. The City Manager is hereby authorized to issue a supplemental purchase order to TV Pro Gear, Inc. in the amount of Fifty Thousand Dollars (\$50,000.00) for continued video recording and live streaming services for City Council meetings at the Dollarhide Community Center.

Section 2. The expenditure shall be funded from the Fiscal Year 2025–2026 Budget, Account No. 1001-610-000-4262.

Section 3. That a certified copy of this Resolution shall be filled in the Offices of the City Manager, City Controller, City Clerk and the Legal Division.

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

ADOPTED this _____ day of _____, 2026.

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 _____, 2026.

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

January 13, 2025

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: TURMEL WOODS, GRANTS COMPLIANCE MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO TAJ TRADING CORPORATION DBA TAJ OFFICE AND SCHOOL SUPPLY IN THE AMOUNT OF (\$50,000) FOR THE PURCHASE OF SUPPLIES AND PERSONALIZED MATERIAL IN CONNECTION WITH THE CITY'S 10-WEEK SMALL BUSINESS WORKSHOP PROGRAM

SUMMARY

Adoption of the attached resolution will authorize the City Manager to approve the procurement of program supplies and personalized materials necessary for the implementation of the City's Small Business Accelerator Program and authorize the City Manager or designee to execute related purchase orders and agreements within the approved budget.

BACKGROUND

The City's 10-week Small Business Accelerator Program is designed to provide structured technical assistance, financial literacy, and capacity-building support to local small business owners and entrepreneurs. The program includes a multi-week curriculum delivered through in-person workshops and individualized support sessions.

To ensure effective program delivery and participant engagement, the purchase of supplies and personalized materials is required. These materials support instruction, reinforce learning objectives, and provide participants with tools they can continue to use beyond the program period.

STATEMENT OF ISSUE

Supplies and personalized materials may include, but are not limited to:

- Branded workbooks, binders, and instructional manuals
- Participant folders, notepads, pens, and flash drives
- Personalized program materials customized with participant or cohort identifiers
- Educational handouts and printed reference guides
- Other incidental supplies necessary to support workshops and program activities

These items directly support eligible economic development activities by enhancing participant access to technical assistance and business education. The proposed expenditures are consistent with program goals and allowable costs under Community Development Block Grant – Coronavirus (CDBG-CV) funding guidelines.

On November 9, 2025, the Grants Department requested estimates for workshop materials and supplies. An essential component of this request was to obtain the services of a qualified and experienced vendor understanding what the City was requesting and supplies needed. On November 11, 2025, the City received three (3) estimates that were reviewed. The three (3) estimates were ranked based on their responsiveness, inventory, costs, and profession expertise. The following three (3) proposal are as follow:

<u>Firm</u>	<u>Amount</u>	<u>Service Proposed</u>
TAJ	\$2,063.57 per group	Workshop Supplies
4 All Promos	\$2,257.31 per group	Workshop Supplies
Discount Mugs	\$2,572.56 per group	Workshop Supplies

Procurement was conducted in accordance with the City's purchasing policies and applicable federal requirements, as necessary.

FISCAL IMPACT

Funds in the amount of Fifty Thousand Dollars (\$50,000) are available in Grants Department Loan Program 2025-2026 Fiscal Year Budget in Account No. 2822-540-CV0-4291.

ALTERNATIVE

No alternative proposed.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

**TURMEL WOODS
COMPLAINEE GRANTS MANAGER**

APPROVED FOR FORWARDING

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO TAJ
TRADING CORPORATION DBA TAJ OFFICE AND SCHOOL SUPPLY IN THE
AMOUNT OF (\$50,000) FOR THE PURCHASE OF SUPPLIES AND
PERSONALIZED MATERIAL IN CONNECTION WITH THE CITY’S 10-WEEK
SMALL BUSINESS WORKSHOP PROGRAM**

WHEREAS, adoption of the attached resolution will authorize the City Manager to approve the procurement of program supplies and personalized materials necessary for the implementation of the City’s Small Business Accelerator Program and authorize the City Manager or designee to execute related purchase orders and agreements within the approved budget; and

WHEREAS, the City’s 10-week Small Business Accelerator Program is designed to provide structured technical assistance, financial literacy, and capacity-building support to local small business owners and entrepreneurs. The program includes a multi-week curriculum delivered through in-person workshops and individualized support sessions; and

WHEREAS, on November 9, 2025, the Grants Department requested estimates for workshop materials and supplies. An essential component of this request was to obtain the services of a qualified and experienced vendor understanding what the City was requesting and supplies needed. On November 11, 2025, the City received three (3) estimates that were reviewed. The three (3) estimates were ranked based on their responsiveness, inventory, costs, and profession expertise. The following three (3) proposal are as follow:

<u>Firm</u>	<u>Amount</u>	<u>Service Proposed</u>
TAJ	\$2,063.57 per group	Workshop Supplies
4 All Promos	\$2,257.31 per group	Workshop Supplies
Discount Mugs	\$2,572.56 per group	Workshop Supplies

Procurement was conducted in accordance with the City’s purchasing policies and applicable federal requirements, as necessary.

WHEREAS, to ensure effective program delivery and participant engagement, the purchase of supplies and personalized materials is required. These materials support instruction, reinforce learning objectives, and provide participants with tools they can continue to use beyond the program period; and

WHEREAS, Supplies and personalized materials may include, but are not limited to:

- Branded workbooks, binders, and instructional manuals
- Participant folders, notepads, pens, and flash drives
- Personalized program materials customized with participant or cohort identifiers
- Educational handouts and printed reference guides
- Other incidental supplies necessary to support workshops and program activities; and

WHEREAS, these items directly support eligible economic development activities by enhancing participant access to technical assistance and business education. The proposed expenditures are consistent with program goals and allowable costs under Community Development Block Grant – Coronavirus (CDBG-CV) funding guidelines; and

WHEREAS, procurement will be conducted in accordance with the City’s purchasing policies and applicable federal requirements, as necessary; and

WHEREAS, Funds in the amount of Fifty Thousand Dollars (\$50,000) are available in Grants Department Loan Program 2025-2026 Fiscal Year Budget in Account No. 2822-540-CV0-4291.

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

Section 1. That the City Manager, on the advice and approval of the City Attorney is hereby authorized to establish a purchase order with TAJ Trading Corporation DBA TAJ School & Office Supply.

Section 2. That a purchase order in the amount of Fifty Thousand Dollars (\$50,000) are available in Grants Department Loan Program 2025-2026 Fiscal Year Budget in Account No. 2822-540-CV0-4291.

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

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

ADOPTED this _____ day of _____, 2026.

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 to by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2026.

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

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

SATRA D. ZURITA
CITY CLERK OF THE CITY OF COMPTON



T.A.J. OFFICE & SCHOOL SUPPLY

"Serving You & Our Community"

11410 LONG BEACH BLVD., LYNWOOD, CA 90262 | BUSINESS (310) 763-5072 | FAX (310) 763-5260

QUOTE

Quote: CPT- GRANTS PACKAGE

Date: 11/12/2025

TAJ Office & School Supply
11410 Long Beach Blvd
Lynwood, CA 90262
Phone: 310-763-5072
Fax: 310-763-5260

Accounts Payable: AP

Bill-To Address

THE CITY OF COMPTON-2000
205 S. WILLOWBROOK AVENUE
COMPTON, CA 90220
Phone: 555-555-5555

Ship-To Address

CITY OF COMPTON GRANTS OFFICE
GRANTS DIVISION
205 S. WILLOWBROOK AVENUE
COMPTON, CA 90220

Item #	Description	UOM	Qty	Customer Price	Total
MISC	CUSTOM BANNER W/ GROMMETS W/ DESIGN INCLUDED	EA	1	\$164.00	\$164.00
MISC	BUSINESS CARDS 4/4 FULL COLOR - DESIGN INCLUDED 1M W/MAGNET	EA	1	\$225.00	\$225.00
MISC	4PT 4 TO PAGE FLYER W/DESIGN-- 500	EA	1	\$255.00	\$255.00
MISC	IMPRINTED PENS	EA	1	\$215.00	\$215.00
MISC	IMPRINTED PLANNER AND EXPENSE LEDGER COMBO	EA	1	\$155.00	\$155.00
MISC	POST IT NOTES	EA	1	\$155.00	\$155.00
MISC	STAPLER, STAPLES, STAPLE REMOVER PACKAGE	EA	1	\$65.00	\$65.00
MISC	MMMC60 TAPE DISPENSER W/TAPE	EA	1	\$29.00	\$29.00
MISC	BRAND IDENTITY PACKAGE- LOGO IN MULTIPLE FORMATS FOR SOCIAL MEDIA AND PRINTING	EA	1	\$399.00	\$399.00
MISC	PROMOTIONAL SHIRTS	EA	1	\$240.00	\$240.00
				Subtotal:	\$1,902.00
				Shipping:	\$0.00
				Tax:	\$161.57
				Total:	\$2,063.57

Search

Home > Checkout

Checkout

E-mail address: *

Confirm e-mail address: *

Enter your billing address and information here.

First name: * turmel

Last name: * woods

Company:

Street address: * 205 S WILLOWBROOK AVE

City: * COMPTON CA

Country: * United States

State/Province: * California

Postal code: * 90220



Phone number: * 3106055500

Delivery information

Enter your delivery address and information here.

☒ My delivery information is the same as my billing information.

Shipping

- ☒ **\$254.41 (\$21.94 OFF!)** UPS Ground
- ☐ **\$978.67** UPS 3 Day Select
- ☐ **\$1,442.01** UPS 2nd Day Air
- ☐ **\$1,636.99** UPS 2nd Day Air A.M.
- ☐ **\$2,068.28** UPS Next Day Air Saver
- ☐ **\$2,184.24** UPS Next Day Air
- ☐ **\$2,452.62** UPS Next Day Early A.M.
- ☐ -- Use my own shipping, details in comments
- ☐ -- Drop ship project, please contact me ?

Cart contents

NEED IT FASTER - CALL

Quantity: 1×

FrameWorx 10.5' Banner Display

5 Day Production

- Frame color: Black
- Imprint Type: Full color

5 Day

Estimated arrival: **Unknown.**

Price: **\$507.75**

Quantity: 1000×

4-Color Business Card Magnet - 30 mil

3 Day Production

- Colors: White
- Imprint Type: Full color

3 Day

Estimated arrival: *Unknown.*

Price: **\$320.00**

Quantity: 500×

Large Full Color Flyer - 4 pt

7 Day Production

- Color: White
- Imprint Type: Full color

7 Day

Estimated arrival: *Unknown.*

Price: **\$350.00**

Quantity: 250×

Martinique Pen

7 Day Production

FREE Shipping!

- Colors: Translucent blue
- Ink Color: Black
- Imprint Color 1: Black

7 Day

Estimated arrival: *Unknown.*

Price: **\$187.50**

Quantity: 1×

One time setup charge for Martinique Pen, SKU: 175-W8339 (per imprint color)

Price: **\$25.00**

Quantity: 8×

Americana Leather-Wrapped Journal

7 Day Production

FREE Shipping!

- Colors: Brown
- Imprint Type: Debossed

7 Day

Estimated arrival: *Unknown.*

Price: **\$234.64**

Quantity: 1×

Imprint set-up charge for Americana Leather-Wrapped Journal, SKU: 427-LG-9069

Price: **\$40.00**

Quantity: 12×

Easy-Care Gingham Check Shirt

7 Day Production

- Color: Black/white
- Imprint Method: Embroidered
- Tell Us Sizes: XL

7 Day

Estimated arrival: *Unknown.*

Price: **\$529.92**

Quantity: 1×

Pre-Holiday Sale! Get up to \$150 off your order | [Click for details](#)

Price: **\$62.50**

Subtotal: \$2,257.31

Coupon discount

Enter a coupon code for this order.

Coupon code:

WELCOME10

NO ROUTE ON
- BRAND IDENTITY
- STAPLER
- TAPE DISPENSER

Apply to order

This coupon code is invalid or has expired.

Payment method

Select a payment method from the following options.

Order total preview:

Subtotal:	\$2,257.31	
UPS Ground:	\$254.41	
Sales Tax:	\$242.66	 What if I'm tax exempt?
Order total:	\$2,754.38	

Payment method: *

☒ Credit card:    

☐ Pay later (card, check, or other)

No charge until you approve your free art proof(s).

Your billing information must match the billing address for the credit card entered below or we will be unable to process your payment.

Card Type: Visa

Card Number:

Expiration Date: 01 - January 2025

CVV:  [What's the CVV?](#)

☒ Save this credit card for later use.

Order comments

Use this area for special instructions or questions regarding your order.

Order comments:



#SHD304367-White - 8W x 4H ft. Vinyl Single-Sided Banners[REMOVE](#)

Choose Delivery Date:

Quantity	1 x (172.25 each)
Setup & Other	\$70.00
Item Total	\$242.25



#MGS460-0.30mil - 4 x 2 inch Business Card

Choose Delivery Date:

	Friday, Dec 5 \$34.00 Thursday, Dec 4 \$53.00 Wednesday, Dec 3 \$99.00
Quantity	500 x (0.49 each)
Setup & Other	\$45.00
Item Total	\$290.00



#MBJ01-.20mil - Jumbo Rounded Corner Flyers 4x5

Choose Delivery Date:

	Thursday, Dec 4 \$34.00 Wednesday, Dec 3 \$53.00 Tuesday, Dec 2 \$99.00
Quantity	500 x (.61 each)
Setup & Other	\$85.00
Item Total	\$390.00



#BP718-White - Bright Colors Rubber Grip Ballpoint Pens[REMOVE](#)

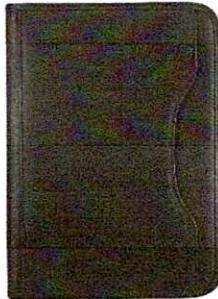
Choose Delivery Date:

Saturday, Nov 29 \$22.00 Wednesday, Nov 26 \$24.00 Tuesday, Nov

Quantity x (2.45 each)

Setup & Other \$25.00

Item Total \$147.50



#GL2472-Black - Deluxe Executive Padfolios w/ Quad Book- custom item

Choose Delivery Date:

Quantity x (177.77 each)

Setup & Other \$122.00

Item Total \$299.77

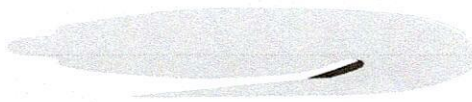


#SUPSTP3450-White - Post-it® 3 x 4 Notepad with 500 Sheets

Quantity 500 x (.28 each)

Setup & Other \$30.00

Item Total \$170.00



#EM1400-White - Letter Slitter White, Stapler and Staples

Choose Delivery Date:

Mon, Dec 8 - Tue, Dec 9 \$33.00 Wednesday, Dec 3 \$38.00 Tuesday, Dec 2 \$49.00

Quantity x (79.00 each)

Setup & Other \$0.00

Item Total \$79.00



#OE321-Blacktop-L - OGIO® Long Sleeve Pulse Men's Crew Shirt REMOVE

Choose Delivery Date:

Tuesday, Dec 2 \$87.00 Monday, Dec 1 \$168.00 Friday, Nov 28 \$214.00

Quantity 12 x (34.17 each)

Setup & Other- Design \$199.00

Item Total \$609.04

Notes: Tape dispenser requested by customer- not available, social media branding not available.- no quote.

Subtotal \$2227.56

Shipping \$345.00

Total (USD)

Tax calculated at checkout

\$2,572.5

6

January 13, 2026

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: TURMEL WOODS, GRANTS COMPLIANCE MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR CORELINK CONSULTING TO PROVIDE GRANT ADMINISTRATIVE SERVICES (\$82,500)

SUMMARY

Adoption of this resolution will authorize the City Manager to enter into a seven month (January 2026 through July 2026) professional services agreement with Corelink Consulting to provide grant administrative services and establish a purchase order in the amount of Eighty-Two Thousand and Five Hundred Dollars (\$82,500).

BACKGROUND

The City's objective is to select a professional consultant to assist the Grants Division with developing and implementing numerous programs, documents for the successful management and administration of CDBG, HOME, HOME-ARP and other income-based programs. In October 2021, U.S. Department of Housing and Urban Development (HUD) sent a memo to the City, stating that "***Restarting the Corrective Action Process for Untimely Expenditure***", means that HUD is treating this non-compliance as a failure to meet the 1.5 standard for a second consecutive year. During that time, the City was forced to layoff several employees due to loss of revenue as a direct result of the global pandemic. Due to staff turnover and shortages, the City was unable to address the untimely expenditures. The selected consultant will have a complete understanding of the status of the city as it relates to the corrective actions needed for the untimely expenditures.

On December 9, 2025, the Grants Department requested estimates for grant administrative services. An essential component of this request was to obtain the services of a qualified and experienced firm understanding the grant cycle from proposal stage to the grant/contract closeout process. The selected consultant must have experience administering all aspects of HUD-funded programs for municipalities. On December 14, 2025, the City received three (3) proposals that were reviewed. The three (3) proposals were ranked based on their responsiveness, qualifications, costs, work experience and profession expertise.

**Staff Report – Authorizing Professional Service Agreement with
Corelink Consulting to
Provide Grant Administrative Services
January 13, 2026, Page 2**

The following three (3) proposal are as follow:

<u>Firm</u>	<u>Amount</u>	<u>Service Proposed</u>
Corelink	\$131,500 Annually	Grant Administrative Services
Blulynx Solutions	No Bid	Grant Administrative Services
Willdan Engineering	No Bid	Grant Administrative Services

The scope of work for grant administrative services described within the RFP shall include all of the following, but not limited to:

- **Knowledge** - Minimum of three (3) year's federal grant administration experience to a public agency is required not limited to CDBG, HOME, and HOME-ARP
- **Reference** – Submitters that have demonstrated a positive relationship with municipal agencies and/or housing division within a public agency
- **Pricing** – Based upon the reasonable hourly rates of personnel identified to carry out services

SELECTION PROCESS

City staff contacted three qualified consulting firms and requested cost proposals for the requested professional services. All firms demonstrated the capacity and experience to perform the work. Proposals were evaluated based on responsiveness. After review, the selected consultant was determined to be the lowest-cost and most responsive bidder, meeting all minimum qualifications and project requirements. Staff recommends approval of the agreement as it represents the best value to the City and ensures timely and compliant delivery of services

STATEMENT OF ISSUE

Staff request authorization for the City Manager to enter into a service agreement with Corelink Consulting for grant administrative services for the City of Compton, Grants Department.

FINANCIAL IMPACT

There is no impact to the City's General Fund. All CDBG and HOME expenditures will be charged to the respective CDBG and HOME accounts associated with the prior- year balances from FY 2022-2025:

<u>Account Code</u>	<u>Account Code</u>	<u>Amount</u>
2800-540-L11-4266	CDBG, FY22-23 Contract Services	\$30,000

**Staff Report – Authorizing Professional Service Agreement with
Corelink Consulting to
Provide Grant Administrative Services
January 13, 2026, Page 3**

<u>Account Code</u>	<u>Account Description</u>	<u>Amount</u>
2805-540-000-4289	HOME, FY25 Grant Year Contribution to oth. Agency	\$30,500
<u>Account Code</u>	<u>Account Description</u>	<u>Amount</u>
2823-540-000-4262	HOME-ARP, FY25 Grant Year Other Professional Services	\$22,000

RECOMMENDATION

Staff recommends that the attached Resolution be adopted.

**TURMEL WOODS
GRANTS COMPLIANCE MANAGER**

APPROVED FOR FORWARD

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICE
AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR CORELINK
CONSULTING TO PROVIDE GRANT ADMINISTRATIVE SERVICES (\$82,500)**

WHEREAS, adoption of this resolution will authorize the City Manager to enter into a seven month (January 2026 through July 2026) professional services agreement with Corelink Consulting to provide grant administrative services and establish a purchase order in the amount of Eighty-Two Thousand and Five Hundred Dollars (\$82,500); and

WHEREAS, the City's objective is to select a professional consultant to assist the Grants Division with developing and implementing numerous programs, documents for the successful management and administration of CDBG, HOME, HOME-ARP and other income-based programs. In October 2021, U.S. Department of Housing and Urban Development (HUD) sent a memo to the City, stating that "***Restarting the Corrective Action Process for Untimely Expenditure***", means that HUD is treating this non-compliance as a failure to meet the 1.5 standard for a second consecutive year; and

WHEREAS, on December 9, 2025, the Grants Department requested estimates for grant administrative services. An essential component of this request was to obtain the services of a qualified and experienced firm understanding the grant cycle from proposal stage to the grant/contract closeout process. The selected consultant must have experience administering all aspects of HUD-funded programs for municipalities. On December 14, 2025, the City received three (3) proposals that were reviewed. The three (3) proposals were ranked based on their responsiveness, qualifications, costs, work experience and profession expertise; and

WHEREAS, the following three (3) proposal are as follow:

<u>Firm</u>	<u>Amount</u>	<u>Service Proposed</u>
Corelink	\$131,500 Annually	Grant Administrative Services
Blulynx Solutions	No Bid	Grant Administrative Services
Willdan Engineering	No Bid	Grant Administrative Services; and

WHEREAS, city staff contacted three qualified consulting firms and requested cost proposals for the requested professional services. All firms demonstrated the capacity and experience to perform the work. Proposals were evaluated based on responsiveness. After review, the selected consultant was determined to be the lowest-cost and most responsive bidder, meeting all minimum qualifications and project requirements. Staff recommends approval of the agreement as it represents the best value to the City and ensures timely and compliant delivery of services; and

WHEREAS, there is no impact to the City's General Fund. All CDBG and HOME expenditures will be charged to the respective CDBG and HOME accounts associated with the prior- year balances from FY 2022-2025:

<u>Account Code</u>	<u>Account Code</u>	<u>Amount</u>
2800-540-L11-4266	CDBG, FY22-23 Contract Services	\$30,000

<u>Account Code</u>	<u>Account Description</u>	<u>Amount</u>
2805-540-000-4289	HOME, FY25 Grant Year Contribution to oth. Agency	\$30,500

<u>Account Code</u>	<u>Account Description</u>	<u>Amount</u>
2823-540-000-4262	HOME-ARP, FY25 Grant Year Other Professional Service	\$22,000

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

SECTION 1. That the City Manager, on the advice of the Legal Division, is hereby authorized to accept the proposal of Corelink Consulting and enter into a seven-month (i.e. January 2026 through July 2026) professional services agreement, with authority to enter into an additional one (1) year contract extension, for the provision of grant administrative services and implementation of CDBG, HOME and HOME-ARP programs for the Grants Department.

SECTION 2. There is no impact to the City’s General Fund. All CDBG and HOME expenditures will be charged to the respective CDBG and HOME accounts associated with the prior- year balances from FY 2022-2025:

<u>Account Code</u> 2800-540-L11-4266	<u>Account Code</u> CDBG, FY22-23 Contract Services	<u>Amount</u> \$30,000
<u>Account Code</u> 2805-540-000-4289	<u>Account Description</u> HOME, FY25 Grant Year Contribution to oth. Agency	<u>Amount</u> \$30,500
<u>Account Code</u> 2823-540-000-4262	<u>Account Description</u> HOME-ARP, FY25 Grant Year Other Professional Service	<u>Amount</u> \$22,000

SECTION 3. That a purchase order in the amount of \$82,500 is authorized to be established for Corelink Consulting for Grant Administrative Services.

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

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

ADOPTED this _____ day of _____, 2026.

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 to by the City Clerk, at a regular meeting thereof held on the _____ day of _____, 2026.

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

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

SATRA D. ZURITA
CITY CLERK OF THE CITY OF COMPTON



December 14, 2025

Turmel Woods
Grants Compliance Manager
City of Compton
205 S. Willowbrook Avenue
Compton, CA 90220

RE: Grants Management for CDBG and HOME Grant Programs

Dear Turmel,

CoreLink Consulting LLC has submitted a quote to assist the City of Compton in administering its CDBG and HOME grant programs for HUD.

As HUD Grant Program practitioners, we offer national expertise to our clients because we understand the challenges of managing HUD Grants for even the smallest community better than our competition. The consultants of CoreLink have a unique practitioner's perspective since we provide full grant management to clients across the country. You will likely receive numerous proposals in response to this RFP, but our firm can offer you a daily practitioner's perspective and expertise.

We are ready to commence work immediately, and CoreLink Consulting appreciates the opportunity to submit this quote to assist the City in managing its HUD grant programs.

As the undersigned individual, I am authorized to negotiate a potential contract on behalf of CoreLink Consulting LLC. I am the primary point of contact for this proposal, and I can be reached by email at jerome@corelinkllc.com or by phone at (678) 628-7025.

Thank you for your careful consideration. We look forward to hearing from you.

Sincerely,

A handwritten signature in black ink that reads 'Jerome Haynes'. The signature is written in a cursive, flowing style.

Jerome Haynes
Principal Consultant



Statement of Understanding

Corelink Consulting deeply understands the complex requirements of HUD-funded programs. Since 2010, the principal Consultant for Corelink Consulting has managed over \$100M in HUD funds (CDBG, HOME, ESG, NSP, including CARES/ARP), and we're eager to continue a long-term partnership with the City of Compton.

Scope of Services

We will provide comprehensive support across all federal housing and community development programs, including:

1. Annual Planning

- Facilitating the grant application cycle, citizen participation, demographic analysis, and ensuring funded projects meet real-time community needs under CDBG and HOME.

2. Program Administration

- Day-to-day oversight of project implementation ensuring compliance, reimbursements, performance tracking (people served, leveraging, ROI), and adherence to expenditure timelines.

3. Financial Integration

- Seamless integration with the City's financial systems, timely invoicing, and compliance with program-specific expenditure requirements.

4. Monitoring, Compliance & Reporting

- Annual compliance monitoring of subrecipients, tailored application of different regulatory frameworks, and technical assistance. We ensure conformity with Consolidated and Annual Action Plans and HUD environmental standards.

5. Operational Support

- Proactive communications, training, program manuals, operating checklists, and standardized monitoring guides to ensure all processes are "monitor-ready."



6. Key Deliverables

- Ongoing regulation tracking, work plan development, consolidated Five-Year Plan & Annual Action Plans, CAPERs, environmental reviews (HEROS), IDIS/DRGR maintenance, monthly reporting, and robust stakeholder coordination.

Cost Proposal

Corelink Consulting proposes a price inclusive of all costs associated with completing the following tasks for the City of Compton.

- | | |
|------------------------------------|------------------------------------|
| • 2024 and 2025 CAPER | • Public Service program |
| • Consolidated Plan Implementation | • Public Improvement projects |
| • 2025 Action Plan | • TA with IDIS for staff |
| • CDBG Rehab program | • TA with financial dept with IDIS |
| • HOME DPS/TBRA program | • All other related duties |

Specifically, Corelink Consulting's cost includes the cost of staff to oversee, manage, and perform the specified services. Corelink Consulting proposes a fee of \$131,500 for the administration of CDBG and HOME grants to be billed monthly for 12 months. This total for all services described herein is valid for sixty calendar days following the July 9, 2025, submission date.

We appreciate the City's confidence and are committed to delivering a high-performing, cost-effective grant administration experience. Please feel free to reach out to Jerome Haynes at (678) 628-7025 to discuss any aspects of this proposal.

Thank you for your consideration. We look forward to a successful year of impactful community work together.



December 14, 2025

Turmel Woods, Grants Compliance Manager
City of Compton
Grants Management Department
205 South Willowbrook Avenue
Compton, California 90220

Subject: HUD Grant Program Management – City of Compton

Dear Turmel,

Thank you for considering Blulynx Solutions to assist the City in managing your HUD Grant Portfolio.

After careful evaluation, we have decided not to submit a proposal at this time due to alignment with strategic goals and other obligations.

I appreciate the opportunity and hope to collaborate on future projects that align more closely with our capacity.

Please keep us in mind for upcoming opportunities

Sincerely,

Eryca Fambro
Principal Consultant

From: Turmel woods
Sent: Wed, 10 Dec 2025 00:54:40 +0000
To: Jennifer Maria
Subject: Request for Quote - Grant Management Services & Housing Rehab Support
Attachments: Proposal Letter of City of Compton (CDBG_HOME Admin Services)_2025.pdf

Hello Jennifer,

Hope all is well.

I'm looking to obtain a quote from Willdan for grant management services for the period of January to June 30, 2026. Could you please provide a cost estimate and a brief outline of the services your team could support during that timeframe (see previous estimate).

In addition, I wanted to ask if you have staff who can perform on-site inspections and develop scopes of work for our Housing Rehabilitation Program, which if funded with CDBG and HOME dollars. If so, please let me know the applicable rates and any relevant experiences or qualifications your team has in this area.

Thanks

Turmel Woods
Grants Compliance Manager

City of Compton | Grants Management Division

205 S. Willowbrook Ave. | Compton, CA 90220

Office: 310.605.5580 | Direct: 310.761.1406

✉ t.woods@comptoncity.org | 🌐 www.comptoncity.org

City Hall Closed on Fridays



**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
CORELINK CONSULTING LLC**

This **AGREEMENT** is entered by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as “**CITY**”) located at 205 South Willowbrook Avenue, Compton, California 90220, and **Corelink Consulting LLC** (hereinafter referred to as “**CONSULTANT**”), located at 3448 Hidden Valley Circle, Lawrenceville, GA 30044

RECITALS:

WHEREAS, the **CITY** has received funding from the United States Department of Housing and Urban Development (HUD) for the Community Development Block Grant (CDBG), HOME Investment Partnership (HOME) Programs; and

WHEREAS, the **CITY** has determined that there is a need to employ the services of an experienced consultant to provide expert advice and assistance with program implementation services to ensure compliance with federal, state and local regulations; and

WHEREAS, CONSULTANT (Corelink Consulting LLC) represents that it is specifically trained, experienced, competent, and has the resources to provide such services which will be required by this Agreement; and

WHEREAS, by Resolution XX,XXX adopted on XX of January 2026, the City Council authorized the City Manager to enter into a professional services agreement with the Consultant to provide the needed services; and

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

AGREEMENT:

1. Services to be rendered by Consultant. It is the mutual understanding of the Parties that the Consultant shall perform and be responsible for providing the following services: 1.) Grant Support Services and Administration of HUD’s (CDBG, HOME and HOME-ARP) grant programs.

Consultant acknowledges that in entering into this Agreement the City is relying on Consultant's special skills and experience to do and perform the services in accordance with best standards of professional practice. Consultant agrees to perform all the said services and to the extent not furnished by the City, furnish all the necessary materials at its own cost and expense necessary to complete said services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and to the reasonable satisfaction of the City.

Consultant services hereunder shall be performed in a good, workmanlike and professional manner. Consultant shall be responsible for correcting and completing all errors and omissions related to the services provided by the Consultant for this Agreement at no additional cost to the City. “Errors” and “Omissions” for purposes of this paragraph are defined to mean a failure by the Consultant to meet the standards of its profession as set forth in the preceding paragraph. The acceptance of the services by City does not release Consultant from these obligations.

Consultant will be responsible for employing or engaging all persons necessary to perform the services. All of Consultant's staff will be qualified by training and experience to perform their assigned tasks. Consultant will give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and sub-consultants, if any, and will keep the services under its control. On demand of the City, if any employee or sub-consultant of Consultant fails or refuses to carry out the provisions of this Agreement or appears to be incompetent or to act in a disorderly or improper manner, Consultant agrees that he or she will be discharged from performing services pursuant to provisions of this Agreement.

Jerome Haynes, **President** of Corelink Consulting LLC, shall be primarily responsible for representing Consultant in performance of this Agreement.

2. Duration of Contract. The term of this Agreement shall commence upon Notification to Proceed from the City to Consultant and Consultant shall perform the services in a diligent and professional manner pursuant to this Agreement through June 30, 2026, unless this Agreement is extended or terminated as provided herein.

3. Compensation. The method of payment for the services will be based on a fee-for-services basis, billable at the rates identified within Consultant's "**Budget**" within the "**Proposal**", which is incorporated herein. It is understood and agreed between the Parties that the maximum compensation payable for all services performed by the Consultant during the initial term of this Agreement shall be limited to a not-to-exceed amount of **Eighty-Two Thousand Five Hundred Dollars (\$82,500)**.

The total price paid the Consultant will include compensation for all work, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the Consultant, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total compensation will be negotiated between the Consultant and the City. Adjustment in the total compensation will not be effective until authorized and approved in writing by the City. Should the Parties be unable to agree as to a compensation adjustment amount for changes in the work or scope of the project, this Agreement may be terminated pursuant to the provisions of **Section 16**, below.

Consultant acknowledges the importance to City of the project schedule and agrees to put forth its best professional efforts to perform the services in a manner consistent with that schedule. City understands, however, that Consultant's performance must be governed by sound practices. Consultant will work such overtime or engage such personnel and equipment as necessary to maintain the schedule, without additional compensation.

Consultant shall provide the City with monthly reports describing services performed during the preceding month of services. Reports and Invoices shall be delivered or mailed to the **Grants Division** at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220**.

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

4. Ownership of Materials. Consultant agrees that all of its customized reports, recommendations, plans, copyrightable materials and other work product created or assembled by it in the course of performing the services ("Work Product") hereunder are works for hire for the benefit of the City and as such is the sole property of the City. To the extent that such materials and work product do not constitute work for hire, in consideration of the payments and other covenants of the City, as set forth or called for herein, Consultant hereby sells, transfers, conveys and assigns any and all of its rights therein to the City. In the event this Agreement is terminated, all Work Product produced by Consultant or its agents, employees and sub-consultants pursuant to this Agreement will be delivered to City pursuant to the termination clause of this Agreement.

The Work Product may be used by City and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes City may deem advisable, without further employment of or payment of any compensation to Consultant; provided, however, that if this Agreement is terminated for any reason prior to completion of the Project and if under such circumstances City uses, or engages the services of and directs another consultant to use, the Work Product, City agrees to hold Consultant harmless from any and all liability, costs, and expenses relative to claims arising out of matters and/or events which occur subsequent to the termination of this Agreement as a result of causes other than the fault or negligence of Consultant, or anyone for whose acts it is responsible, in preparation of the Work Product. Consultant will not be responsible for deficiencies solely attributable to modifications of the Work Product performed by others, or that arise from use of the Documents in connection with a project or site other than that shown in the Work Product.

5. Independent Consultant Status. Consultant, its officers, employees, subcontractors, agents and volunteers (collectively hereinafter the "Consultant"), is a wholly independent Consultant and not an officer, employee, sub-contractor or agent of the City of Compton. Neither the City nor any of its officers, employees, agents or volunteers shall have any control over the conduct of the Consultant, except as expressly set forth in this Agreement. Consultant expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Agreement that Consultant shall not at any time or in any manner, represent that Consultant is in any manner officers, employees, agents or volunteers, joint venture or partner of the City. Consultant shall obtain no rights to retirement, health care or any other benefits that accrue to City officials, officers, or employees. Consultant expressly waives any claim to such rights. City will not make deductions from any amounts payable to Consultant of taxes or insurance. All payroll and employment taxes, insurance, and benefits shall be the sole responsibility of Consultant. Consultant retains the right to provide services for others during the term of this Agreement.

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

6. Successors, Assignment and Delegation. City and the Consultant each binds themselves, their partners, successors, assigns and legal representatives to the other hereto and to partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in this Agreement.

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

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

rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees, applicants and sub-consultants for employment, notices setting forth the provisions of this non-discrimination clause.

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

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

9. Other Consultants. The City reserves the right to employ other consultants in connection with the services.

10. Indemnification. Consultant shall indemnify and save harmless the City, its officials, officers, employees, agents and volunteers (collectively hereinafter the "City"), against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the City and shall indemnify and save the City from any and all liability and expense including reimbursement of reasonable defense costs and legal fees, and claims, demands, suits, actions or proceedings of any kind or nature, including Workers' Compensation claims, of or by anyone whomsoever to the extent resulting from or arising out of the negligent, reckless or willful misconduct for the Consultant, its officers, employees, sub-consultants, or agents in the performance of the duties undertaken by Consultant pursuant to this Agreement.

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

11. Insurance. Without limiting the Consultant's indemnification of the City, Consultant shall obtain and maintain, at its cost and expense, for the duration of the Agreement and any and all amendments hereto, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the services by Consultant or Consultant's agents, representatives, employees or sub-consultants. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. Such evidence shall specifically identify this Agreement and shall contain express conditions that the City is to be given written notice at least thirty (30) days in advance of any termination or implementation of a reduction of limits or material change of insurance coverage as specified herein. ***Failure on the part of the Consultant to procure or maintain insurance shall constitute a material breach upon which the City may immediately terminate this Agreement.*** All insurance required hereunder shall be primary with respect to any insurance maintained by the City.

Coverages and Limits. Consultant will maintain the types of coverages and minimum limits indicated below, unless the Risk Manager or City Manager, in consultation with the City Attorney approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Consultant's indemnification obligations under this Agreement. City, its officers, agents, volunteers and employees make no representation that the limits of the insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. The coverage will contain no special limitations on the scope of its protection to the below-indicated insureds except for Workers Compensation and errors and omissions insurance. Consultant will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage. If Consultant believes that any required insurance

coverage is inadequate, Consultant will obtain such additional insurance coverage, as Consultant deems adequate, at Consultant's sole expense.

11.1 Commercial General Liability Insurance. \$1,000,000 combined single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain aggregate limits, general aggregate limits will apply separately to the work under this Agreement or the general aggregate will be twice the required per occurrence limit.

11.2 Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code and Employer's Liability limits of \$1,000,000 per accident for bodily injury. Workers' Compensation and Employer's Liability insurance will not be required if Consultant has no employees and provides, to City's satisfaction, a declaration stating this.

11.3 Professional Liability. Errors and omissions liability appropriate to Consultant's profession with limits of not less than \$1,000,000 per claim. The coverage shall also provide an extended two (2) year reporting period commencing upon termination or cancellation of this Agreement.

Endorsements. For Commercial General Liability Insurance, Consultant will ensure that the policies are endorsed to name the City of Compton and its respective elected and appointed officers, officials, employees, agents and volunteers as “**additional insureds**” with respect to liability arising out of the activities of the Consultant. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City. ***Prior to City's execution of this Agreement, Consultant will furnish certificates of insurance and endorsements to City.***

Waiver of Subrogation. The policies shall contain a waiver of subrogation for the benefit of City.

12. Permits and Licenses. Consultant, at its own expense, during the term of this Agreement, shall obtain and maintain all appropriate business and professional permits, licenses and certificates that may be required in connection with the performance of services by the Consultant. Upon execution of this Agreement, the Consultant shall show evidence of a business license permit in conformance with *Section 9-1.2 of the Compton Municipal Code*.

13. Maintenance of Records. Consultant will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Consultant will allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Consultant will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years, or longer if required by law, from the date of final payment under this Agreement.

14. Warranties. Consultant represents and warrants (i) that Consultant has no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with Consultant's undertaking this relationship with City, (ii) that the performance of the services called for by this Agreement do not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party, (iii) that Consultant will not use in the performance of his responsibilities under this Agreement any confidential information or trade secrets of any other person or entity and (iv) that Consultant has not knowingly entered into or will enter into any agreement (whether oral or written) in conflict with this Agreement.

15. General Compliance with Laws. Consultant will keep fully informed of federal, state and local laws and ordinances and regulations, which in any manner affect those employed by Consultant, or in any way affect the performance of the services by Consultant. Consultant will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of the services with all applicable laws, ordinances and regulations. In the event the Consultant encounters any conflict between such laws and ordinances, Consultant shall notify the City in writing and the Parties agree to work cooperatively to resolve the conflict.

16. Termination. In the event of the Consultant's failure to prosecute, deliver, or perform the services, after giving written notice of default and two (2) days to correct the same, then, in addition to any other remedies, City may terminate this Agreement for nonperformance by notifying Consultant in writing. Consultant has five (5) business days to deliver any documents owned by City and all work in progress to City address contained in this Agreement. City will make a determination of fact based upon the work product delivered to City and of the percentage of work that Consultant has performed which is usable and of worth to City in having the Agreement completed. Based upon that finding City will determine the final payment of the Agreement. In the event City elects to terminate, City will have the right to immediate possession of all Work Product and work in progress prepared by Consultant, whether located at Consultant's place of business, or at the offices of a sub-consultant.

The City's obligation is payable only from funds appropriated for the purpose of this Agreement. All funds for payments after the end of the current fiscal year are subject to the City's legislative appropriation for this purpose. In the event this Agreement extends into succeeding fiscal year periods and the City Council does not allocate sufficient funds for the next succeeding fiscal year payments, this Agreement shall terminate immediately upon written notice from the City.

Either Party, upon tendering ten (10) calendar days written notice to the other Party, may terminate this Agreement for convenience. In this event and upon request of City, Consultant will assemble the work product without charge, put it in order for proper filing and closing, and deliver it to City. Consultant will be paid for work performed to the termination date; however, the total shall not exceed the maximum amount payable as specified in **Section 3**, above. City will make the final determination as to the portions of tasks completed and the compensation to be made.

17. Covenants Against Contingent Fees. Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City will have the right to terminate this Agreement for nonperformance, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

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

- a. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency;
- b. has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years;
- c. does not have a proposed debarment pending; and
- d. 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
- e. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in the preceding subsection (d); and
- f. have not had one or more public transactions (Federal, State or local) terminated for cause or default within the past 3 years.

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

[Supply exceptions on 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 Agreement. Signing this Agreement on the signature portion thereof shall also constitute signature of the above Certifications.

Jerome Haynes, President

Date

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

20. Testimony. Consultant will testify at City's request if litigation is brought against City in connection with Consultant's services under this Agreement. Unless the action is brought by Consultant, or is based upon Consultant's actual or alleged negligence or other wrongdoing, City, upon prior written agreement with Consultant will compensate Consultant for time spent in preparation for testimony, testimony, and travel at Consultant's standard hourly rates at the time of actual testimony.

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

this Agreement will not be deemed to be a waiver of any preceding breach or violation by the other Party of any term, covenant, or condition of this Agreement or any applicable law.

22. Authority. The individuals executing this Agreement and the instruments referenced in it, each represent and warrant that they have the legal power, right and actual authority to bind the respective Parties to the terms and conditions of this Agreement.

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

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

25. Confidentiality and Trade Secret Information.

25.1 Use of Confidential Information. The Parties may be required to disclose Confidential Information to each other. As such, the Parties shall use Confidential Information solely for the purpose and in the context of the Parties' evaluation of the Project and shall not otherwise use, or authorize the use

of, any Confidential Information. Neither Party or any of its Affiliates, nor any of their respective Representatives, shall have any obligation to disclose any Confidential Information at any time.

25.2 Non-Disclosure of Confidential Information.

(a) Non-Disclosure Without Consent. The Parties acknowledge that the disclosure of any Confidential Information would cause severe adverse personal, business and financial consequences to the Party including, but limited to loss, dilution or reduction of business or business prospects and adverse publicity. Without the prior written consent of the Party in each instance, or as otherwise specifically permitted by this Agreement, the Parties shall not, at any time or times, directly or indirectly, disclose or authorize or permit to be disclosed: (i) any Confidential Information; or (ii) any Confidential Information that has been made available to, or is in the possession or under the control of the Party. Immediately upon request by either Party, at any time or times, the Parties shall deliver to the requesting Party a complete and accurate list of the names, addresses and telephone numbers of all Persons to whom any copy of, or access to, any Confidential Information has been provided by or on behalf of said Party notwithstanding this Agreement.

(b) Prohibition on Reproduction. The Parties shall not, at any time or times, directly or indirectly, copy, otherwise reproduce, or make any extract or summary of any Confidential Information, or any materials containing or storing any Confidential Information, for any purpose other than the purposes specifically permitted by this Agreement. The Parties shall maintain adequate security measures so that none of the Confidential Information may be disclosed, reproduced, made available or distributed in any manner not otherwise specifically permitted by this Agreement. All media in which any Confidential Information is recorded or stored, and which at any time is within the possession or under the control of the Parties, immediately shall be delivered to the respective Parties upon the termination of the relationship and upon written request of either Party, for any reason, or at any other time, upon request by either Party.

(c) Notice of Demands. If, at any time or times, the Parties are requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or other process) to disclose any Confidential Information, the Party shall provide to the other Party immediate written notice thereof so that said Party may seek an appropriate protective order or waive compliance with the applicable provision of this Agreement. If, failing the entry of a protective order or the receipt of a waiver hereunder, in the written opinion of that Party's legal counsel (delivered to the

Party at least fifteen (15) business days prior to any such disclosure), is compelled to disclose any Confidential Information, the Party may disclose only that portion of the Confidential Information that counsel so opines must be disclosed and the Party shall use its utmost best efforts to obtain assurance that confidential treatment shall be accorded to that portion of the Confidential Information being disclosed. In no event shall the Parties, or anyone on behalf of the Parties, oppose, hinder or impair the ability of the Party to take any action to obtain a protective order or other assurance satisfactory to said Party that confidential treatment shall be accorded to Confidential Information.

25.3 Trade Secret. Consultant agrees that during the course of providing services to the City, Consultant may have access to the City's confidential/trade secret and proprietary information. Consultant understands that all such information is considered to be secret and proprietary to the City and is a valuable commercial asset of the City. Consultant agrees not to make use whatsoever, directly or indirectly, of the City's confidential information for Consultant's personal benefit or for any other person, firm, corporation, or entity. Consultant agrees not to remove such information from the City in any form or medium without the express written permission of the City. Consultant agrees not to reveal, disclose, identify, or otherwise provide this Confidential Information to any other person, firm, corporation, or other entity, including the general public, directly or indirectly. Upon the conclusion of Consultant services to the City, Consultant agrees to return all the City's property and confidential information in Consultant's custody, possession, or control to Company.

26. Entire Agreement. This Agreement, together with any other written document referred to or contemplated by it embody the entire Agreement and understanding between the Parties relating to the

subject matter of it. The City Manager is authorized, in consultation with the City Attorney, to agree to non-material amendments to this Agreement. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both Parties.

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

To Consultant:

**CoreLink Consulting LLC
3448 Hidden Valley
Lawrenceville, GA 30044
Attn: Jerome Haynes, President
(678) 523-0692
efambro@blulynxsolutions.com**

To City:

**City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: Turmel Woods, Grants Compliance Manager
(310) 605-5580
t.woods@comptoncity.org**

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

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

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

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

**CORELINK CONSULTING LLC
CONSULTANT**

Dated: _____

By _____
Jerome Haynes, President

CITY OF COMPTON

Approved by:

Dated: _____

By _____
Willie A. Hopkins Jr., City Manager

Approved as to form:

By _____
Legal Division

Dated: _____

ATTEST:

Dated: _____

By _____
Satra D. Zurita, City Clerk

January 13, 2026

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 PUBLIC WORKS STREET MAINTENANCE DEPARTMENT BUDGET AND AUTHORIZING THE CITY MANAGER TO ESTABLISH A PURCHASE ORDER WITH SHERWIN-WILLIAMS COMPANY FOR THE PURCHASE OF PAINT FOR THE CITYWIDE ANTI-GRAFFITI PROGRAM IN AN AMOUNT NOT TO EXCEED FIFTY THOUSAND DOLLARS (\$50,000)

SUMMARY

The adoption of this resolution will approve a budget amendment to the Fiscal Year 2025-26 Public Works Street Maintenance Department Budget and authorize the City Manager to establish a purchase order with Sherwin-Williams Company for the purchase of paint for the citywide anti-graffiti program in an amount not to exceed Fifty Thousand Dollars (\$50,000.00).

BACKGROUND

Graffiti tarnishes local neighborhoods, damages key infrastructures and causes financial losses to both individuals and businesses within our community. The City of Compton recognizes the ongoing challenges of the spread of graffiti and is taking steps to combat graffiti vandalism.

The Public Works Street Maintenance Department (Department) is responsible for removing graffiti from public property and managing the citywide anti-graffiti program to improve the City's appearance and to discourage future incidences of graffiti vandalism. Residents of the City make hundreds of service requests, each year to remove graffiti from buildings and other surfaces. The Department makes an effort to remove graffiti in an efficient manner, and attempts to address service request within twenty-four (24) hours of reporting.

STATEMENT OF THE ISSUE

The Sherwin-Williams Company offers one of the industry's most recognized portfolios of branded products and provides high-quality paint and coating solutions. Sherwin-Williams is a preferred vendor for many municipalities due to its extensive inventory, competitive pricing and participation in cooperative purchasing agreements such as Sourcwell, which offer pre-negotiated discount pricing and help streamline the procurement process.

**Staff Report – Resolution Approving Budget Amendment and Authorizing P.O.
Sherwin-Williams Company– Paint for citywide graffiti removal
January 13, 2026, page 2**

This procurement qualifies under the cooperative purchasing exemption authorized by Section 1411 of the City Charter and the City's purchasing regulations through participation in Sourcwell Contract No. 091323-SHW. This contract was competitively awarded to Sherwin-Williams and is valid through November 8, 2027.

Approval of this item will ensure the Street Maintenance Department has the necessary materials to maintain public infrastructure efficiently and safely.

Pursuant to Resolution No. 26,100, adopted by the City Council on July 23, 2024, the City Manager is authorized to expend up to \$50,000.00 to any one single vendor in a fiscal year. The City has reached this threshold with Sherwin-Williams for Fiscal Year 2025-26, thus requiring City Council approval.

FISCAL IMPACT

The Department's Fiscal Year 2025-26 Budget will be amended as follows:

<u>Decrease Expenditure</u>	<u>Account Description</u>	<u>Amount</u>
<u>Appropriations</u>		
1004-720-000-4266	Contract Services	\$50,000.00
<u>Increase Expenditure</u>	<u>Account Description</u>	<u>Amount</u>
<u>Appropriations</u>		
1004-720-000-4236	Maintenance & Repair	\$50,000.00

If approved, funds in the amount of Fifty Thousand Dollars (\$50,000.00) will be available for this expenditure in the Department's Fiscal Year 2025-26 Budget in Account No. 1004-720-000-4236.

ALTERNATIVE

No other alternative is being proposed.

RECOMMENDATION

Staff recommends authorizing the purchase of paint supplies from Sherwin-Williams in an amount not to exceed \$50,000.

**MARCUS HARRIS
STREET SUPERINTENDENT**

**Staff Report – Resolution Approving Budget Amendment and Authorizing P.O.
Sherwin-Williams Company– Paint for citywide graffiti removal
January 13, 2026, page 3**

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
PUBLIC WORKS STREET MAINTENANCE DEPARTMENT BUDGET AND
AUTHORIZING THE CITY MANAGER TO ESTABLISH A PURCHASE ORDER
WITH SHERWIN-WILLIAMS COMPANY FOR THE PURCHASE OF PAINT FOR
THE CITYWIDE ANTI-GRAFFITI PROGRAM IN AN AMOUNT NOT TO EXCEED
FIFTY THOUSAND DOLLARS (\$50,000)**

WHEREAS, the Public Works Street Maintenance Department (Department) is responsible for removing graffiti from public property and managing the citywide anti-graffiti program; and

WHEREAS, the Department must maintain a reliable inventory paint and supplies for graffiti removal; and

WHEREAS, the Sherwin-Williams Company is a preferred vendor for many municipalities due to its extensive inventory, competitive pricing and participation in cooperative purchasing agreements such as Sourcewell; and

WHEREAS, the City is authorized under Section 1411 of its City Charter and City purchasing regulations to utilize cooperative purchasing agreements; and

WHEREAS, Sherwin-Williams participates in Sourcewell Contract No. 091323-SHW, a competitively bid cooperative agreement valid through November 8, 2027, thereby satisfying competitive procurement requirements; and

WHEREAS, approval of this item will ensure the Street Maintenance Department has the necessary materials to maintain public infrastructure efficiently and safely; and

WHEREAS, pursuant to Resolution No. 26,100, the City Manager is authorized to expend up to \$50,000 to any one single vendor in a Fiscal Year. The City has reached this threshold with Sherwin-Williams for Fiscal Year 2025-26, thus requiring City Council approval; and

WHEREAS, staff recommends establishing a purchase order with Sherwin-Williams in an amount not to exceed Fifty Thousand Dollars (\$50,000); and

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

<u>Decrease Expenditure</u>	<u>Account Description</u>	<u>Amount</u>
<u>Appropriations</u>		
1004-720-000-4266	Contract Services	\$50,000.00
<u>Increase Expenditure</u>	<u>Account Description</u>	<u>Amount</u>
<u>Appropriations</u>		
1004-720-000-4236	Maintenance & Repair	\$50,000.00

Funds in the amount of Fifty Thousand Dollars (\$50,000.00) will be available in Account No. 1004-720-000-4236.

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

Section 1. That the City Manager is hereby authorized to establish a purchase order with the Sherwin-Williams Company in an amount not to exceed Fifty Thousand Dollars (\$50,000.00) from Account No. 1004-720-000-4236.

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

<u>Decrease Expenditure</u>	<u>Account Description</u>	<u>Amount</u>
<u>Appropriations</u>		
1004-720-000-4266	Contract Services	\$50,000.00
<u>Increase Expenditure</u>	<u>Account Description</u>	<u>Amount</u>
<u>Appropriations</u>		
1004-720-000-4236	Maintenance & Repair	\$50,000.00

Section 3. That this procurement is approved as a cooperative purchase under Sourcewell Contract No. 091323-SHW pursuant to Section 1411 of the City Charter.

Section 4. That a copy of this Resolution shall be filed in the offices of the City Clerk, City Manager, City Controller, City Attorney and Public Works Street Maintenance Department.

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

ADOPTED this _____ day of _____, 2026.

EMMA SHARIF
MAYOR OF THE CITY OF COMPTON

ATTEST:

SATRA ZURITA
CITY CLERK OF THE CITY OF COMPTON

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

Resolution No. _____
Page 3

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 _____, 2026.

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

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

SATRA ZURITA
CITY CLERK OF THE CITY OF COMPTON



Solicitation Number: 091323

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and The Sherwin-Williams Company, 101 W. Prospect Avenue, Cleveland, OH 44115 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Paint with Related Supplies, Equipment, and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires November 8, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;

- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted

price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for products liability-completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of Insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

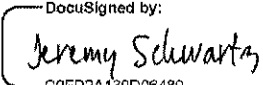
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

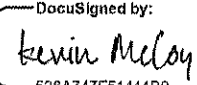
22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

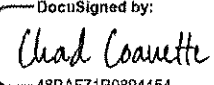
Sourcewell

The Sherwin-Williams Company

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 10/30/2023 | 3:45 PM CDT

DocuSigned by:

By: 528A747F51444B0...
Kevin McCoy
Title: National Sales Manager-SLED
Date: 11/1/2023 | 12:32 PM CDT

Approved:

DocuSigned by:

By: 48BAF71B0894454...
Chad Coauette
Title: Executive Director/CEO
Date: 11/1/2023 | 12:43 PM CDT

RFP 091323 - Paint with Related Supplies, Equipment, and Services

Vendor Details

Company Name: The Sherwin-Williams Company
Address: 101 Prospect Avenue NW
1710 MIDLAND
Cleveland, Ohio 44115
Contact: Kevin McCoy
Email: kevin.j.mccoy@sherwin.com
Phone: 216-216-5422
Fax: 216-566-1909
HST#: 34-0526850

Submission Details

Created On: Tuesday July 25, 2023 07:18:56
Submitted On: Tuesday September 12, 2023 12:33:32
Submitted By: Kevin McCoy
Email: kevin.j.mccoy@sherwin.com
Transaction #: 43adbefa-a8c5-4a64-948c-7b7671f028a2
Submitter's IP Address: 136.226.50.102

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	The Sherwin-Williams Company	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A - The Sherwin-Williams Company is not including any DBA's with this proposal, therefore Line 3 is not applicable	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage Code: 54636	*
5	Proposer Physical Address:	101 W Prospect Avenue Cleveland, OH 44115	*
6	Proposer website address (or addresses):	https://www.sherwin-williams.com/	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Kevin McCoy National Sales Manager - SLED 101 W Prospect Ave. Cleveland, OH 44115 kevin.j.mccoy@sherwin.com 216-566-7422	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Kevin McCoy National Sales Manager - SLED 101 W Prospect Ave. Cleveland, OH 44115 kevin.j.mccoy@sherwin.com 216-566-7422	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Beniam Tirfe Strategic Account Manager - SLED 101 W Prospect Ave. Cleveland, OH 44115 beniam.tirfe@sherwin.com 240-350-7862	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	The Sherwin-Williams Company was founded in Cleveland, Ohio in June of 1865 by Henry Sherwin and Edward Williams, with incorporation taking place in 1866. Under their direction, The Sherwin-Williams Company was the first to develop ready-mixed paint in 1880. Before the invention of this type of paint, consumers would have to buy the ingredients of paint separately and mix the paint themselves. The demands for ready-mixed paint led to explosive company growth throughout the Northeast and Midwestern United States. The company also began to purchase smaller manufacturers and, by the early twentieth century was operating in all fifty states. The Sherwin-William Company is anchored by 7 core values: 1. Integrity - shines through in our products, our business practices, and our relationships. We pride ourselves on keeping our promises to one another, to our customers and to our shareholders. 2. People - are our foundation, which is why we are committed to providing safe and healthy work environments, and opportunities to learn, grow, and be recognized for our many achievements.

3. Service - that is exemplary, personal, and professional, accompanied by the strongest product knowledge and supply chain in our industry, provides our customers with confidence in our products and coatings solutions.
4. Quality - is a consistent element of our products and our work. With a strong commitment to continuous improvement, we challenge ourselves to set the industry standard for excellence in colors, products and coatings that preserve, protect, and beautify.
5. Growth - is essential to our business. "To grow in knowledge and character as well as in size" was an early guiding principle. We are committed to growth that is disciplined and sustainable, intended to benefit our shareholders, customers, and our employees.
6. Innovation - ensures that our customers will be the first to benefit from pioneering advancements in our products, coatings, and their applications. Innovation is encouraged through challenging assumptions and by leveraging our collective ingenuity and imagination for new ideas and inspiration.
7. Performance - that achieves desired results and that sets an example for others is encouraged, recognized, and rewarded. We set high expectations for — and take the time to measure and reward — our achievements.

The Sherwin-Williams Company has continued to expand both organically, by opening 30 to 50 new US stores a year, and by acquisition, with the purchases of DURON Paints and Wallcovering (2005), M A Bruder (2006), Columbia Paints (2007), the US and Canadian operations of COMEX (2014) and VALSPAR (2017) as well as various overseas companies in the past fifteen years. The Sherwin-Williams Company became the largest paint manufacturer in the world, after finalizing its acquisition of The Valspar Corporation dated June 1, 2017. These strategic expansions, both organically and through acquisitions, have allowed The Sherwin-Williams Company to strengthen their position in the coatings market with clients being able to access material quicker than our competitors.

The Sherwin-Williams Company operates through four divisions:

1. Performance Coatings Group - Coil Coating, Automotive Coatings, Protective and Marine Coatings, or any non-architectural coatings
2. The Consumer Brands Group - Makers and distributors of such brands as Minwax, Thompson's Water Seal, Krylon and Purdy Paint brushes
3. Global Supply Chain — Responsible for all manufacturing. Distribution, raw material sourcing, planning
4. *The Paint Stores Group — Owns and operates the more than 5,000 store fronts in the United States as well as additional stores in Canada, the Caribbean and Latin America.

*= division that will be utilized for this contract

Recent Top Honors and Prestigious Awards for The Sherwin-Williams Company:

- Newsweek®: America's Most Responsible Companies 2022 and 2021
- Fortune 500 Company Rankings
- LinkedIn: Top 25 Company in Cleveland-Akron-Canton
- Wall Street Journal: 250 Best Managed Companies of 2021
- ICIS: Company of the Year
- KPMG: U.S. Customer Experience Top 100
- Transport Topics: 100 Largest Private Carriers in North America — 2019 and 2020

Steward

- Investor's Business Daily: Best ESG (Environmental, Social and Governance) Companies 2021
- Fast Company: Fast Company's World Changing Ideas — Corporate Social Responsibility 2020
- Fast Company: Fast Company's World Changing Ideas — Consumer Products 2020

Building our Future Project:

Over the course of our more than 157-year history, The Sherwin-Williams Company has grown from a small enterprise on the Cuyahoga River to a global leader of high-performance paints and coatings made of more than 60,000 dedicated employees providing innovative solutions to our customers. Driven by our continued need to serve our customers at the highest level and retain and attract top talent, The Sherwin-Williams Company is creating a next-generation workplace environment that ignites creativity, collaboration, and industry-leading innovation. The Building Our Future project consists of a new global headquarters located in downtown Cleveland and a Research and Development Center located in Brecksville, Ohio.

Sustainability -

The Sherwin-Williams Company believes in being good stewards of the environment requires a comprehensive approach and are continuing the theme of "Building on the Good" to achieve the company's sustainability goals. The attached sustainability report highlights The Sherwin-Williams Company's approach

11	What are your company's expectations in the event of an award?	The Sherwin-Williams Company's expectations for this contract, if awarded are simple. We want to GROW together and keep it COLLABORATIVE. The Sherwin-Williams Company owns and operates more than 5,000 stores nationwide, coupled with 2,500 sales representatives nationwide. With this reach, The Sherwin-Williams Company would expect engagement from Sourcewell either through trainings, seminars, or possibly a quarterly recap of the market with trends. The Sherwin-Williams Company understands this might not be possible all the time, but highlighting 10 target markets to aggressively go after, could be a great starting point and set some expectations. The Sherwin-Williams Company would also expect Sourcewell to go after States to utilize the Contract in lieu of building out their own RFP/Paint Supplies contract. A few states have adopted the Contract in the past and it has worked out tremendously well for all involved parties.
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	The Sherwin-Williams Company publicly traded on the New York Stock Exchange (ticker symbol: SHW). As of the end of 2022: - The Sherwin-Williams Company had total revenues of \$22.1B dollars - 60,000+ employees worldwide - Operate in 120+ countries - 5,000+ company owned and operated stores - 2,500+ dedicated sales representatives - 136 manufacturing and distribution facilities All additional information related to annual reports, 10-k, 6-k, etc. can be found at the below link: https://investors.sherwin-williams.com/investor-home/default.aspx
13	What is your US market share for the solutions that you are proposing?	The Sherwin-Williams Company is the largest paint manufacturer and distributor within the United States, owning and operating more than 5,000 stores (in all 50 states). Current SLED market share through direct contracts is approaching \$100mm in sales annually or roughly 50-60% market share.
14	What is your Canadian market share for the solutions that you are proposing?	The Sherwin-Williams Company currently operates more than 230 stores Canada-wide with expectations to open 10-20 in the next 5 years and sales within the SLED Market at around \$500,000.00. The Sherwin-Williams Company is one of three top paint manufacturers within Canada (not sure who holds each position). The Sherwin-Williams Company can't quantify actual market share.
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	b.) The Sherwin-Williams Company is vertically integrated and owns and operates all its stores throughout the United States. The Sherwin-Williams Company manufactures, distributes, and sells all its branded products exclusively through more than 5,000+ stores in the United States, Canada, and the Caribbean. The Sherwin-Williams Company will not be utilizing any third party or dealer network to deliver any material to participating members. All Sourcewell members will be interacting with employees of The Sherwin-Williams Company, ONLY. This allows The Sherwin-Williams Company to maintain the highest level of customer satisfaction and owning the entire process from sale to application.

17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	The Sherwin-Williams Company does maintain all licenses and certifications pursuant to laws in all 50 states, however we cannot list them all on this RFP response, as I believe we are limited to 30,000 characters. Supplemental information is below: The Sherwin-Williams Company has over 200 GPS-2 designations offered by the Master Painter's Institute (MPI). GPS-2 is the most extreme green designation currently offered by the MPI and is an indication of the seriousness with which The Sherwin-Williams Company seeks to develop environmentally responsible products http://www.specifygreen.com/APL/searchGPS.asp?txtSearch=sherwin&btnSearch.x=0&btnSearch.y=0 Additionally, a search of GreenGuard approved products will show 83 product lines have been Gold certified https://www.sherwin-williams.com/painting-contractors/specifications/sustainability All factories operated by The Sherwin-Williams Company are ISO 9001:2015 certified for the following scope of certification: The Design, Manufacture, Packaging and Distribution of Paints, Coatings, Powder, Dispersions, Applicators, Polymers, and Chemicals, and the Distribution of Allied Products. ISO 9001 document is attached
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	There has not been any history of suspension or debarment for The Sherwin-Williams Company

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Product Blueprint: - EcoVadis™: Silver Sustainability Rating – European division - Fill it Forward: Top 25 Changemakers of 2022 - Global Good Awards: Best Product of the Year, Joint Silver – valPure® V70 - Pipeline & Gas Journal® Awards: Finalist, Best Corrosion Technology – PipeClad® 2060 - SEAL Awards®: Sustainable Innovation Award – valPure® V70 Governance and Ethics: British Coatings Federation: Customer Service Award, Consumer Brands Group MSCI®: ESG Rating 'A' Newsweek®: America's Most Responsible Companies 2022 The Wall Street Journal®: Best Managed Companies 2022 Transport Topics®: 100 Largest Private Carriers in North America Social Imprint Forbes®: America's Best Employers for Women Forbes®: America's Best Employers for New Graduates Forbes®: America's Best-In-State Employers Forbes®: America's Best Large Employers Forbes®: Global 2000 Forbes®: World's Best Employers Forbes®: World's Top Female-Friendly Companies Human Rights Campaign®: Best Places to Work for LGBTQ+ Equality 2022 The American Opportunity Index: Top 50 Overall The Cleveland Plain Dealer®: Northeast Ohio Top Workplaces
20	What percentage of your sales are to the governmental sector in the past three years	Approximate percentage = 4%
21	What percentage of your sales are to the education sector in the past three years	Approximate percentage = 5%

22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	AGENCY SALES SNAPSHOT STATE OF WEST VIRGINIA \$4,263,857.00 STATE OF VIRGINIA \$225,284.00 STATE OF VERMONT \$671,790.00 STATE OF UTAH \$164,861.00 STATE OF TEXAS \$21,833,054.00 STATE OF TENNESSEE \$1,032,170.00 STATE OF SOUTH DAKOTA \$732,313.00 STATE OF RHODE ISLAND \$1,404,369.00 STATE OF PENNSYLVANIA \$3,015,698.00 STATE OF OKLAHOMA \$478,809.00 STATE OF OHIO \$6,730,978.00 STATE OF NEW MEXICO \$733,649.00 STATE OF MISSOURI \$1,045,052.00 STATE OF MARYLAND \$1,261,164.00 STATE OF MAINE \$1,100,739.00 STATE OF KENTUCKY \$866,210.00 STATE OF IOWA-SOURCEWELL \$935,372.00 STATE OF INDIANA \$987,448.00 STATE OF ILLINOIS \$1,041,123.00 STATE OF IDAHO \$1,248,811.00 STATE OF GEORGIA \$7,103,303.00 STATE OF DELAWARE \$1,746,237.00 STATE OF ARKANSAS \$2,612,465.00 SOURCEWELL-USA \$3,309,665.00 PENNSYLVANIA COSTARS MRO 8 \$1,587,908.00 NATIONAL PURCHASING PARTNERS \$1,887,242.00 NORTH CAROLINA STATE CONTRACT \$11,836,380.00 NATL COOP PURCH ALLIANCE-NCPA \$1,905,504.00 MHEC MA HIGHER EDU CONSORTIUM \$201,086.00 IPHEC SOURCEWELL \$482,960.00 1GPA-ARIZONA \$77,416.00 TOTAL \$82,532,916.00	3 YR
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	The Sherwin-Williams Company currently holds a GSA Contract under: 47QSHA18D000U Approximate sales through the GSA Contract over the last 3 years is over \$25,000,000.00	

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
The State of Georgia	Donnie Treadway	404-463-0824	*
The State of North Carolina	Melinda Tomlinson	984-236-0238	*
The State of Ohio	Terry Spiropoulos	614-644-6764	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
The State of Ohio	Government	Ohio - OH	Statewide Paint Contract	Average transaction is around \$100.00 Ranges varies from \$5.00 to \$5,000.00	\$6,800,000.00
The State of Georgia	Government	Georgia - GA	Statewide Paint Contract	Average transaction is around \$200.00 Ranges varies from \$10.00 to \$5,000.00	\$7,100,000.00
The State of Texas	Government	Texas - TX	Statewide Paint Contract through TXMAS	Average transaction is around \$300.00 Ranges varies from \$20.00 to \$5,000.00	\$18,000,000.00
Hillsborough County Public Schools	Education	Florida - FL	Formal contract for Paint/Paint Supplies	Average transaction is around \$500.00	\$5,995,610.00
The State of Louisiana	Government	Louisiana - LA	Statewide Paint contract (until last year) - Competitor currently holds	Average transaction is around \$100.00 Ranges varies from \$5.00 to \$5,000.00	\$6,986,678.00

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	The Sherwin-Williams Company has over 5,000 stores and 2,500 sales representatives in the United States. Each account is assigned a sales representative based on geography and serviced from the correlating store location (usually the closest). Both the sales representative assigned to the account and store personnel are available for, but not necessarily limited to, product recommendations, site visits, price negotiation, price quotes, planning, training, and updating on new rules and regulations. The Sherwin-Williams Company firmly believes that no individual shall be placed in a position within the company without being fully trained in the responsibilities and duties of the job. All store personnel and sales representatives are required to complete a series of 20 START tests in their first 90 days of employment. These tests range from exams on paint chemistry and business management to complaint resolution and customer service. Upon successful completion of the START program, individuals are sent to training at one of four "Sherwin-Williams University" sites. Continuous education courses are also available for store personnel and sales representatives to ensure they are up to speed with the newest products and technologies. The Sherwin-Williams Company internal retention rate is at 95%, which is why these exams/classes are so important for overall career growth. These exams and classes are mandatory for future employment, and one must pass prior to the end of their 90 day probation period

27	Dealer network or other distribution methods.	The Sherwin-Williams Company will utilize its owned and operated stores to fulfill all orders. The Sherwin-Williams Company owns and operates a fleet of delivery vehicles, including vans, box trucks and tractor trailers within the State of Indiana. These vehicles, under The Sherwin-Williams Company's HUB system, have the ability to deliver paint/paint related material within 48 hours of the purchase order being received.
28	Service force.	In addition to our 2,500 sales representatives and over 5,000 store managers and assistant managers, the company has additional staff and service personnel dedicated to managing our sales and distribution force. Our paint stores are divided into division across the country. Each division is comprised of a combination of District Managers, City Managers and District Sales Managers. These individuals are tasked with managing our sales representatives, store managers, assistant managers, full and part time employees. The Sherwin-Williams Company offers site visits by NACE certified representatives for most jobs. NACE certification is among the most respected in the paint industry. The NACE (National Association of Corrosion Engineers) Institute administers certifications on a variety of disciplines, including the industry-leading Coatings Inspector Program or CIP, which is the program followed by Painters USA. While NACE certification includes different levels and specialties, the main focus is the performance and documentation of liquid coatings applied by brush, roller, or spray to steel and other substrates. Primarily for industrial environments, CIP covers cathodic protection; coatings for industries, inspection requirements, and corrosion resistance; and material selection for specific chemical resistance. Painters USA's employees in estimating, field operations, and field applications go through intensive training in order to achieve their coatings inspection certifications. The Sherwin-Williams Company also offers training on areas of importance to government agencies. For example, the company has conducted trainings on coatings for fire hydrants, light posts, water tanks and road striping. These trainings can be arranged through your local Sherwin-Williams representative or through the contract manager. The company also offers training on areas of importance to government agencies. For example, the company has conducted trainings on coatings for manhole covers, water tanks and road striping. Such classes can be arranged through your local Sherwin-Williams representative.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	All orders that associated with the Contract will be handled by one of the 5,000+ stores that The Sherwin-Williams Company owns and operates. Store location and hours can be found at the below link: https://www.sherwin-williams.com/store-locator In addition to the stores, dedicated sales representatives will be available during working hours and in certain situations, extended hours. The Contract Manager (Kevin McCoy) can be reached at any time.

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises. As mentioned previously, The Sherwin-Williams Company has over 2,500 sales representatives and more than 5,000 stores in the United States. Each account is assigned a representative based on geography. This individual is available for, but not necessarily limited to, product recommendations, site visits, price negotiation, price quotes, planning, training and updating on new rules and regulations. Each representative has completed a career path that had included stints as a customer service specialist, store assistant manager, and store manager. Once having mastered these skills, the individual is then put through the following training regiment: Overview and Training Materials The Sales Rep Development (SRD) program was designed to provide employees who possess an interest in a possible Sales Rep career path to understand the roles and responsibilities of a career salesman. The program is also designed to provide the district with a pool of qualified candidates to support future sales rep opportunities within the district. The program is divided into three phases: -Phase I - Communicating the program to the field: >During this phase you will send out a communication to the field management level field employees (Store and Assistant Managers) that are possibly interested in a career in outside selling to attend a one-day Sales Rep Development session at the District Office. Also, to support completion of the program, an SRD-Leader's Guide has been developed. -Phase II - One Day training session: >District Leadership will conduct a one-day training session for the employees that expressed an interest in the program. The session focuses on an overview of the roles and responsibilities for a sales rep as well as an in-depth selling skills session. This session should take approximately 6.5 hours to complete. -Phase III - 90 Day Workbook: >The 90 Day Workbook* is designed to provide employees that have expressed an interest in a possible sales rep career path at the end of the training session with additional rep specific opportunities. During this phase District Leadership will work closely with the employee to support their development and understand their ability to complete the functions of the rep role, in addition to their existing duties. Those completing this pre-promotion program then competitively compete for a promotion as positions become available. Once promoted, they are sent to weeklong training at one of The Sherwin-Williams Company's SHW University training centers located at: 11350 Alameda Drive Strongsville, OH 44149 2810 W. Miller Road, Garland, TX 75041 2800 Century Parkway NE, Suite 950 Atlanta, GA 30345 1140 McDermott Drive, Suite 107 West Chester, PA 19380 There, the customer service training continues, paint chemistry and the Sherwin-Williams resources available to aid customers. The sales representative depends heavily on the local store manager and vice versa. It is important to note, each representative and store manager is required to complete an annual new product certification at the beginning of the year. This insures they are not only familiar with new Sherwin-Williams products, but the reasons for the products development, which may be better performance, less environmental impact, or compliance with new regulations. These representatives report to a local sales manager who is available in the event of the representative's absence. This individual has also completed both the store manager and sales representative training as well as additional training in store, human resources, and business management.
----	--

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	The Sherwin-Williams Company has the ability to service all participating members within the United States through the 5,000+ locations. The Sherwin-Williams Company as mentioned above has the depth of knowledge and network to service any/all multi-state/agency contracts. Additionally, The Sherwin-Williams Company has strict protocols that have been developed over the past 150+ years to successfully service any contract or member need.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	The Sherwin-Williams Company currently operates in Canada and is excited about the growth of cooperative purchasing through agencies countrywide. The Sherwin-Williams Company operates close to 230+ stores nationwide and will only continue to grow. The introduction to Canoe last year was great and has been advantageous for all parties.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	The Sherwin-Williams Company is a nationwide entity with the agility to react to all needs of agencies nationwide/including Canada, especially in times of need. Therefore, no geographic areas can currently be identified that The Sherwin-Williams Company can't service.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	The Sherwin-Williams Company is a nationwide entity with the agility to react to all needs of agencies nationwide/including Canada. Therefore, The Sherwin-Williams Company will be able to service all participating entities.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	The Sherwin-Williams Company is a nationwide entity, able to service all participating entity locations as long as there is a store location present (which there is).	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	The Sherwin-Williams Company would approach promotion from two sides: External Promotion - Email blast, industry conferences, public sector conferences, as well as trade shows. Internal Promotions - Notify all employees in a target market that the Contract is available, coupled with agency lead list, as well as selling tools. Also, The Sherwin-Williams Company provides training seminars to all sales representatives/stores nationwide.
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	The Sherwin-Williams Company utilizes various outside Data Analytics agencies to help with mining information. This information is then used to help determine key metrics within an area we can access/approach. The Sherwin-Williams Company would promote this contract through the professional social media setting up LinkedIn, with a formal announcement and a "ask us how to use" section. The Sherwin-Williams Company's LinkedIn profile has just surpassed 500,000 followers. The Sherwin-Williams Company is very aware of the sensitivity of information shared online, as well as gathered information. The below link outlines corporate policies as they relate to privacy. https://privacy.sherwin-williams.com/privacy-policy
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	The Sherwin-Williams Company considers Sourcewell as a strategic and important partner in the SLED market. We encourage representatives of Sourcewell to provide training opportunities for The Sherwin-Williams Company in person or virtually. These opportunities will provide The Sherwin-Williams Company team with the knowledge and confidence to speak to participating members about the benefits of the contract. In addition, The Sherwin-Williams Company attends events such NIGP and other statewide conferences which enables promotion of the contract and penetration into markets where Sourcewell does not have a strong presence. Internally, The Sherwin-Williams Company provides comprehensive training and education to District Management and the entire sales teams. This is done in person and virtually across the United States and Canada. The Sherwin-Williams Company also works with its dedicated marketing team(s) to create customized sell sheets (approved by Sourcewell) to distribute to The Sherwin-Williams Company sales team and participating Sourcewell members.
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	The Sherwin-Williams Company offers both an Integrated Punch-out System and a Direct Punch-out System. Orders placed by internet, unless specified for a particular store, are geocoded by delivery location and sent to the nearest store for processing. These orders are sent to the store immediately and the store begins fulfilling the order as soon as it is received from central processing. The e-Catalogs developed by The Sherwin-Williams Company have the following features 1) The ability to search using multiple methods to narrow options to specific needs 2) Sherwin-Williams Pro+ Program allows end-user to view pricing, pay account balances, order online through their account. 3) E-catalogs display contract pricing 4) E-Catalog workflow management controls are under development for The Sherwin-Williams Company catalogs. 5) On-line ordering capabilities are available on "punch-out catalogs" 6) Order status and order tracking capabilities are available 7) Order/account history is available 8) Online help is available during normal business hours 9) Technical Data Sheets, Product Data Sheets and Safety Data Sheets are available on the e-catalog 10) The Sherwin-Williams Company accepts Master Card, Discover, American Express and Visa 11) Web-based catalogs are available. 12) Contract pricing is available on line. 13) Order status tracking is available 14) Order history is available 15) Environmentally preferred products are noted and noted with the certification and third party agency detailing them as EPP. 16) Notations are made as to greener alternatives

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	The Sherwin-Williams Company offers free training on new products and technologies nationwide. The Sherwin-Williams Company also conducts public training on application techniques at many of its annual district pro shows. These events are open to the public and various experts on concrete and masonry, wood finishes, stains, HVLP and airless spraying are available for questions and hands on training.
41	Describe any technological advances that your proposed products or services offer.	The Sherwin-Williams Company recently introduced Superpaint Sanitizing that kills six different pathogens on contact. This helps prevent infections not only in hospitals and clinics but in areas where various abrasion may be present such as locker rooms and gymnasiums Thanks to innovative technology and a zero VOC formula, SuperPaint® with Air Purifying Technology* contributes to better indoor air quality by reducing VOC levels from potential sources like carpet, cabinets and fabrics. It also helps rooms stay fresher, longer, with odor eliminating technology that breaks down unwanted household odors Scuff Tuff™ Interior Waterbased Enamel. Its advanced scuff resistance maintains an attractive finish in high-traffic areas and resists burnishing, even after frequent washing. Scuff Tuff™ is the easy choice for areas exposed to hard treatment. The below link outlines a comprehensive and categorized view of the technologies that The Sherwin-Williams Company will offer through this contract: https://www.sherwin-williams.com/painting-contractors/business-builders/paint-technology-and-application
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	The Sherwin-Williams Company has sought to limit its environmental impact. Expanded details can be found at: https://corporate.sherwin-williams.com/sustainability/focus-areas/environmental-footprint.html Also, see attached Sustainability Report. The Sherwin-Williams ambitious and meaningful goals address global issues of critical importance, including doing our part to address climate change by reducing our greenhouse gas emissions, increasing energy efficiency and use of renewable energy, minimizing our waste, and accelerating development of "sustainably advantaged products." 2030 Environmental Footprint Reduction Goals -Reduce absolute Scope 1 and Scope 2 greenhouse gas emissions by 30% -Increase renewable energy to 50% of total electricity usage -Increase operational energy efficiency by 20% -Reduce waste disposal intensity by 25% Product Blueprint Philosophy - Implemented Sustainability by Design program across the enterprise, serving as our proactive, foundational process to aid the growth of our "sustainably advantaged products" portfolio - Established a baseline for "sustainably advantaged products" and developed a plan for expanding this product portfolio in the future - Developed a structured process for measuring and assessing Scope 3 emissions

43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Many of The Sherwin-Williams Company's architectural products fit the criteria for "sustainably advantaged products" because they meet or exceed sustainability-related conditions set by leading third-party organizations, programs, standards and codes such as: -American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) -Collaborative for High Performance Schools® (CHPS) -Cradle to Cradle Products Innovation Institute -EU Ecolabel -Forest Stewardship Council® (FSC®) -Green Globes® -GREENGUARD Environmental Institute (GEI) and UL GREENGUARD -International Green Construction Code® -Leadership in Energy and Environmental Design™ (LEED®) -Nordic Swan Ecolabel -The Master Painters Institute® -USDA BioPreferred® Program -WELL Building Standard® For more information related to certifications and regulatory obligations for architectural products, see the specification resources at: https://www.sherwin-williams.com/architects-specifiers-designers/specifications.
44	Describe how your products contribute to or promote the health, quality of life and wellbeing of our members and others.	The Sherwin-Williams Company three ESG pillars – Environmental Footprint, Product Blueprint and Social Imprint – encompass the commitments, areas of focus, and goals and metrics that are most important to The Sherwin-Williams Company. These pillars are centered on a foundation of Governance and Ethics, designed to ensure broad engagement and appropriate oversight for sustainability and ESG initiatives throughout the Company. -Environmental Footprint Doing Our Part for the Planet We apply a continuous improvement approach to reducing our carbon emissions, energy consumption and waste generation while expanding our renewable energy use and decreasing the amount of waste generated by our operations -Product Blueprint Driving Sustainability Through Innovation We remain focused on enriching our Product Blueprint. Our Sustainability by Design program is a signature effort to intentionally consider sustainability attributes and life cycle thinking in our product innovation and development processes. This program enables us to evolve our products and processes to deliver and grow our "sustainably advantaged products" offering -Social Imprint Elevating a Culture of Safety, Inclusion and Community We are committed to advancing a culture of excellence that values people, inclusion and community. Our commitment is reflected in our unwavering efforts to promote the safety, health and well-being of our people; foster a culture of inclusion, diversity and equity where individual differences are celebrated; and support those in the communities where we live and work
45	Describe how your organization incorporates sustainability into the manufacture, installation and recycling of your products.	The Sherwin-Williams Company's approach to corporate social responsibility and other Environmental, Social, and Governance (ESG) risks and opportunities is grounded in the commitment to creating and maximizing long-term value for shareholders, employees, customers, communities in which we live and work, and other stakeholders. This commitment is also reflected in The Sherwin-Williams Company Corporate Purpose and is deeply embedded in the company culture and business practices. From manufacturing plants to our company-operated stores and other places where products are sold, The Sherwin-Williams Company invests in sustainability and other ESG initiatives to help grow business with care, differentiate us in the marketplace, and make a positive impact on the world around us. The Sherwin-Williams Company previously conducted a robust materiality assessment and identified the following top-tier focus areas that have been incorporated into our ESG framework – Climate and Carbon; Product Stewardship; Life Cycle Assessment; Occupational Health and Safety; and Talent Acquisition and Employee Engagement. The Sherwin-Williams Company refreshes the materiality assessment on a periodic basis as part of an ongoing work to drive alignment between sustainability efforts and the expectations of both internal and external stakeholders. Learn more at https://corporate.sherwin-williams.com/content/sherwin/corp/corp-aem-sherwin/us/en/sustainability.html.
46	Describe the extent to which your products contain recycled content or are recyclable.	Please see attached LEED® v4.1 MR Credit: Recycled Content

47	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	The Sherwin-Williams Company is a global leader in the manufacture, development, distribution and sale of paint, coatings, and related products to professional, industrial, commercial, and retail customers. Additionally, majority of the products used by agencies on a day-to-day basis, such as paint and related products, are manufactured, distributed, and sold by one of our local Sherwin-Williams retail locations, distribution centers, and plants. Due to this scale, we partner with MBE, WBE, and other businesses on a national level. The Sherwin-Williams Company is committed to advancing a culture of inclusion where differences are welcomed, appreciated, and celebrated to positively impact our people and our business. This commitment extends to all parts of business – especially the suppliers. A brief review of the ID&E program is included.. Recently, The Sherwin-Williams Company announced five firms that have been selected for the minority construction management role for the Building Our Future project, which includes the new global headquarters in downtown Cleveland and the new R&D center in Brecksville. Additional firms are expected to be added for multiple roles as the project progresses, including design and landscape architects. Sherwin-Williams plans to invest a minimum of \$600 million to build both the headquarters and R&D facilities. The new global headquarters will be approximately 1,000,000-square-feet in size. The new R&D center in Brecksville will be approximately 600,000-square-feet in size. You may click here to learn more. While the opportunity does not exist to partner on the distribution or manufacturing of our products, The Sherwin-Williams Company is focused on advancing inclusion, diversity and equity within our workforce, culture, and supply chain. You may click here to view a recent workshop hosted in partnership with the Urban League of Greater Cleveland focused on How to Do Business with Sherwin-Williams targeted to increase diversity within our supplier chain. To attract underrepresented racial/ethnic groups to Sherwin-Williams, we have been very intentional about developing a diverse pipeline by working with 44 colleges in the Hispanic Association of Colleges and Universities, partnering with 16 Historically Black Colleges and Universities, and over 100 events with student organizations and professional associations specifically targeted for underrepresented groups. Our goal for talent progression is to increase women and underrepresented racial/ethnic groups in leadership roles. In 2020, 58% of newly appointed Vice Presidents were women and 21% were underrepresented racial/ethnic groups. The Sherwin-Williams Company is also focused on engaging underrepresented groups while educating our leaders and workforce. We are proud of the 100+ chapters of our 6 employee resource groups including the African American Network, Global Women's Networks and our efforts focused on LGBTQ+, Military/Veterans, Hispanic/Latinx, Multicultural networks. These ERGs are crucial to developing our talent and increasing feelings of belonging for our workforce while contributing to the communities we serve. For example, one of our African American Network chapters organized a "Supply Drive for the Homeless," gathering toiletries donations at each of the region's 109 local stores. The Sherwin-Williams Women's Club raised \$70,000 through a virtual run, which had 800 global participants. Funds from the event were donated to Youth Challenge, an organization dedicated to helping young people with physical disabilities. We also drive ID&E through the communities we serve through donations to PCs for People and support of minority-owned businesses. Although The Sherwin-Williams Company has more to do, we have been recognized for our efforts by taking meaningful steps to attract, progress, engage diverse talent while fostering a culture of inclusion. Since 2018, we have been recognized by Forbes' as a Best Employer for Diversity, Best Employer for Women, and Best Employer for New Grads.
----	---	---

48	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	In addition to many of the previously mentioned value-added products and services, The Sherwin-Williams Company would like to highlight the following: - Trademark Service: The Sherwin-Williams Company's award-winning customer service, including a staff required to pass 20 different customer services-based exams in their first six months of employment, and store customer service appraisals reviewed annual of more if necessary. -Custodian: a Sherwin-Williams maintained history of the sheen and color based on customer provided identification information. Customers can review their product history to remove guess work from repaints. -Free Delivery: The Sherwin-Williams Company maintains the largest fleet of delivery vans and trucks in the paint industry. These vehicles are available for fast free delivery to all customers throughout the country. -Color Consultants: The Company maintains a staff of color and design experts who can help with designer and decorating questions. -Architectural Account Executives: The Company maintains a staff of Architectural Account executives whose job it is to work with architects and specifiers to make sure the correct products are used in each job. -Industrial Maintenance Specialists: The Sherwin-Williams Company has a battery of NACE-certified representatives who can review and advise on the toughest jobs. With NACE training and The Sherwin-Williams Company's line of high-performance products, an agency's paint needs will be covered. The Sherwin-Williams Company offers all these services free of charge to their customers, which have been utilized by participating Sourcewell members.
----	---	---

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
49	Do your warranties cover all products, parts, and labor?	The Sherwin-Williams Company will warrant products outlined with the below Terms and Conditions, however labor is not included as this is for supplies only. https://www.sherwin-williams.com/terms-and-conditions#standard-lc Seller warrants to Buyer that as of the date of shipment: (a) the goods manufactured by Seller shall conform to Seller's then-current quality control specifications for manufacturing such goods; (b) the goods shall be subject to any label warranty affixed to the container or packaging of such goods; (c) Seller has good title to such goods; and (d) such goods are free and clear of all liens and encumbrances created by Seller. The above warranties extend only to Buyer. Except for an express written limited warranty signed by an authorized representative of Seller, no other statement or warranty, written or oral, including statements in any marketing brochure or promotional literature, shall be binding upon Seller. SELLER SPECIFICALLY DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
50	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Products will not be warranted if used outside of its originally intended use.
51	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes
52	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No
53	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	The Sherwin-Williams Company requests all original manufacturers to offer a comprehensive warranty plan. All vendors doing business The Sherwin-Williams Company must go through a strict approval process and accept all Terms and Conditions of The Sherwin-Williams Company. This allows the very best vendor products offered to customers nationwide. These manufacturers regularly go through line reviews with leadership to ensure the best prices are offered and the core business values align with The Sherwin-Williams Company.
54	What are your proposed exchange and return programs and policies?	In no case are goods to be returned to Seller for credit without prior written authorization by Seller in accordance with Seller's standard return policy. Policy - The Sherwin-Williams Company accepts all returns, as long as product is in resalable condition, meaning not tinted or opened. Special orders are subject to the manufacturers return policy, which will be disclosed if requested.
55	Describe any service contract options for the items included in your proposal.	The Sherwin-Williams Company extends all warranties and services offered by its various vendors.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
56	Describe your payment terms and accepted payment methods.	net 30 We accept EFT, P-Card, all major credit cards, cash	*
57	Describe any leasing or financing options available for use by educational or governmental entities.	The Sherwin-Williams Company does offer financing options for power equipment sold through the store location(s).	*
58	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	When requested, The Sherwin-Williams Company sales representative will produce a quote for the participating agency with the Sourcewell contract number notated at the top. All participating members can request this document at any time during the sale process.	*
59	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	The Sherwin-Williams Company accepts P-Cards at no additional cost to the participating member. P-Cards will be used at the discretion of the participating member.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
60	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	The Sherwin-Williams Company is offering: - Minimum of 30% off list price for paint/paint supplies - Minimum of 12% off list price for equipment The Sherwin-Williams Company sales representatives and stores have the ability to generate greater discounts as they see fit within their market(s).
61	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The Sherwin-Williams Company is offering: - Minimum of 30% off list price for paint/paint supplies - Minimum of 12% off list price for equipment
62	Describe any quantity or volume discounts or rebate programs that you offer.	The Sherwin-Williams Company offers the minimum discounts to all participating members, nationwide. However, if local sales representatives want to offer a greater discount, they have the autonomy to do so, which allows for more flexibility at the local level and in certain situations (such as: disaster relief, competitive edge, etc.)
63	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	The Sherwin-Williams Company maintains satisfactory inventory levels on majority of its core items (offered through this contract) to service participating member needs. If a participating member requests a specialty product, the local store or sales representative will provide a formal quote, outlining cost, timeline, and all contact information.
64	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Recycling collection fees exist in various states throughout the United States and require a separate line item when invoicing. If a participating member is utilizing the contract within one of these States, then that fee will be identified as an additional charge. Additionally, special order products tend to carry a delivery charge, which would be passed onto the participating member, notated as a separate invoice line.
65	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All products are FOB destination, other than special order products at which time freight charges would apply per the manufactures terms and conditions.
66	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	The Sherwin-Williams Company includes freight charges for all standard items within Alaska, Hawaii, and Canada, unless a special order product. Offshore deliveries would be subject to freight charges.
67	Describe any unique distribution and/or delivery methods or options offered in your proposal.	The Sherwin-Williams Company owns and operates a fleet of delivery vehicles, including vans, box trucks and tractor trailers. These vehicles, under The Sherwin-Williams Company's HUB system, have the ability to deliver paint/paint related material within 48 hours of the purchase order being received HUB System Highlights: -Integrated reservation based system -Automated dispatching with continue dispatcher oversight -Text and/ or email customer when deliver is approximately 30 minutes away -Drivers routed by handheld 4G devices -Device has google maps with real time traffic for navigation -The devices ties into eCommerce delivery orders -Accurate assigning of vehicles based on order requirements

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
68	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
69	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	The Sherwin-Williams Company has a mechanism in place, which ensures contract pricing is administered at the retail level to approved participating members. Agencies who wish to utilize the contract will be vetted through agency look up tool or signing them up with the Sourcewell program. Only approved participating members can utilize the Sourcewell Contract. Approved participating members will be reported on quarterly to ensure compliance. The Sherwin-Williams Company sets up a centrally controlled parent account and attaches any current or future participating members accounts to the parent, which drives agreed upon contract pricing. Only the Contract Manager or the National Sales Manager can adjust discounts/pricing. All new participating members, will have to be approved by the Contract Manager or National Sales Manager to ensure contract compliance. AdHoc reports are regularly ran at the National and Local level to review contract compliance and governing correctly. The parent mechanism allows The Sherwin-Williams Company to hyper focus on each individual master agreement.
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	As mentioned above in item 69, The Sherwin-Williams Company would create a parent (overarching) account mechanism, for the Contract This mechanism allows The Sherwin-Williams Company to track all sales and activity down to the micro level. Micro level would be store location, date, time, employee, product, amount, price, agency name, agency authorized representative, payment method, etc. The Sherwin-Williams Company strongly believes this parent tracking maintains compliance during the full term of the contract. All 5,000+ stores and 2,500+ sales representatives have access to account information via The Sherwin-Williams Company Client Management System. This system warehouses all account information, specifically contractual information, such as terms, roll out instructions, sell sheets, payment terms, etc. The system can be accessed through computer, mobile, or tablet 24/7 365. All of the information in the Client Management System is maintained by the Contract Manager or Account Manager.
71	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	The Sherwin-Williams Company would like to propose a 1.75% administrative fee. This fee will be calculated quarterly by our commissions and reporting team on the total sales flowing through the contract at the parent level. Meaning all sales under the parent during the quarter will be reported on and sent in the Sourcewell approved template.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
72	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	The Sherwin-Williams Company offers the latest coating innovations and the broadest offering of tools and supplies that deliver professional results and save time and money. Interior and Exterior Paint & Coatings - Interior Paint - Exterior Paint - Primers - Wood Stains, Sealers, and Clear Topcoats - Commercial High Performance Coatings - Concrete and Masonry Coatings - Aerosols - Floor Coatings - Deck Stains - Siding Stains - Roof Coatings - Pavement and Turf Coatings - Safety Equipment - Painters Wear - Spray Equipment - Wallpaper Tools and Paste - Brushes - Roller Covers, Frames, and Accessories - Ladders, Scaffolds, and Climbing Equipment - Tape and Masking - Sandpaper and Abrasives - Drop Cloths and Plastic - Caulks, Sealants, and Caulking Tools - Patching and Repair - Painters Tools - Drywall Compounds and Tools - Solvents and Removers - Cleaning Supplies
73	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Subcategories: - Masonry coatings - Roof coatings - Janitorial supplies - Cleaning Supplies - Paint applicators

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
74	Interior and exterior paint, coatings, primers, stains, sealers, and faux finishes for any structural surfaces	☒ Yes ☐ No	The Sherwin-Williams Company is prepared to offer its full catalog of products sold through its 5,000+ locations
75	Related supplies and equipment complementary to 74 above, such as brushes, roller frames, roller covers, tape, sandpaper, and abrasives, plastic sheeting, caulks, caulking tools, sealants, etc.	☒ Yes ☐ No	The Sherwin-Williams Company is prepared to offer its full catalog of products sold through its 5,000+ locations

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 76. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	☐ Yes ☒ No

Documents**Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- Pricing - The Sherwin-Williams Company Price List - 2023.xlsx - Tuesday September 12, 2023 10:49:37
 - Financial Strength and Stability - Financial Strength and Stability.zip - Monday September 11, 2023 14:12:25
 - Marketing Plan/Samples - 2023 - Sherwin-Williams Marketing Plan.pptx - Tuesday September 12, 2023 11:37:57
 - WMBE/MBE/SBE or Related Certificates - MBE-WBE Information.zip - Monday September 11, 2023 14:13:09
 - Warranty Information - Terms and Conditions of Sale - Sherwin-Williams.pdf - Tuesday September 12, 2023 10:54:36
 - Standard Transaction Document Samples (optional)
 - Upload Additional Document - Sustainability and Certifications.zip - Monday September 11, 2023 14:13:29
 - Requested Exceptions (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Kevin McCoy, National Sales Manager - SLED, The Sherwin-Williams Company

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Paint_RFP 091323 Thu August 31 2023 04:12 PM	☒	1
Addendum_3_Paint_RFP 091323 Fri August 25 2023 01:47 PM	☒	2
Addendum_2_Paint_RFP 091323 Tue August 1 2023 10:43 AM	☒	1
Addendum_1_Paint_RFP 091323 Thu July 27 2023 09:30 AM	☒	1

January 13, 2026

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: MUNICIPAL WATER DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER FOR THE STATE WATER RESOURCES CONTROL BOARD (SWRCB) FOR PAYMENT OF THE WATER SYSTEM ANNUAL FEES IN THE AMOUNT OF FIFTY-FOUR THOUSAND SEVEN HUNDRED AND SIXTEEN DOLLARS AND TWELVE CENTS (\$54,716.12)

SUMMARY

Adoption of this resolution will authorize the City Manager to issue a purchase order for the State Water Resources Control Board (SWRCB) for payment of water system annual fees in the amount of Fifty-Four Thousand Seven Hundred and Sixteen Dollars and Twelve Cents.

BACKGROUND

The mission of the State Water Resources Control Board is to preserve, enhance, and restore the quality of California's water resources and drinking water for the protection of the environment, public health, and all beneficial uses. Also, to ensure proper water resource allocation and efficient use for the benefit of present and future generations.

The Water Boards regulate wastewater discharges to surface water (via rivers, ocean, etc.) and to groundwater (via land). The Water Boards also regulate storm water discharges from construction, industrial, and municipal activities; discharges from irrigated agriculture; dredge and fill activities; the alteration of any federal water body under the 401-certification program (crucial aspect of the Clean Water Act that ensures compliance with water quality standards before any discharge into navigable waters); and several other activities with practices that could degrade water quality.

An annual Water Boards invoice is sent to any person/entity who is enrolled in or permitted by a Water Discharge Requirement (WDR) order. The fee is assessed for the right to discharge waste that may affect the state's surface or ground water. California Water Code sections 13260 and 13269 allow the State Water Board to collect a fee to recover costs associated with the issuance, administration, reviewing, monitoring and enforcement of WDRs or waivers of WDRs.

To uphold this mission, the State Water Resources Control Board (SWRCB) has established a series of regulations addressing drinking water issues, and has imposed an

annual fee to public water systems. The fees ensure that the SWRCB has adequate funding to implement the California Drinking Water Program.

The SWRCB is promulgating the regulations pursuant to its authority under the Safe Drinking Water Act, which applies to all entities who supply water for human consumption, and meet the law’s definition of a “public water system”.

STATEMENT OF THE ISSUE

A public water system is defined as a system that provides water for human consumption to 15 or more connections or regularly serves 25 or more people daily for at least 60 days out of a year.

The Compton Municipal Water Department is a public water system and is legally distinct as a Community Water System that has over 13,000 connections and provides safe drinking water to its customers.

The Compton Municipal Water Department, as a public water system, is obligated to pay the annual water system fees to the State Water Resources Control Board, as prescribed in the Drinking Water Fee Regulations (Section 64300).

FISCAL IMPACT

Funds in the amount of Fifty-Four Thousand Seven Hundred Sixteen Dollars and Twelve Cents (\$54,716.12) are available in the Compton Municipal Water Department’s Fiscal Year 2025-2026 budget in Account No. 5000-90-0000-4262.

RECOMMENDATION

Staff recommends that Council adopt this resolution.

DAVID BENNETT, ACTING GENERAL MANAGER
MUNICIPAL WATER DEPARTMENT

APPROVED FOR FORWARDING:

WILLIE A. HOPKINS
CITY MANGER

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER FOR THE
STATE WATER RESOURCES CONTROL BOARD (SWRCB) FOR
PAYMENT OF THE WATER SYSTEM ANNUAL FEES IN THE AMOUNT OF
FIFTY-FOUR THOUSAND SEVEN HUNDRED SIXTEEN DOLLARS AND
TWELVE CENTS (\$54,716.12)**

WHEREAS, the mission of the State Water Resources Control Board is to preserve, enhance, and restore the quality of California's water resources and drinking water for the protection of the environment, public health, and all beneficial uses.

WHEREAS, Also, to ensure proper water resource allocation and efficient use, for the benefit of present and future generations; and

WHEREAS, to uphold this mission, the State Water Resources Control Board (SWRCB) has established a series of regulations addressing drinking water issues, and has imposed an annual fee to public water systems; and

WHEREAS, the Water Boards regulate wastewater discharges to surface water (rivers, ocean, etc.) and to groundwater (via land); and

WHEREAS, the Water Boards also regulate storm water discharges from construction, industrial, and municipal activities; discharges from irrigated agriculture; dredge and fill activities; the alteration of any federal water body under the 401-certification program (crucial aspect of the Clean Water Act that ensures compliance with water quality standards before any discharge into navigable waters); and several other activities with practices that could degrade water quality; and

WHEREAS, the Compton Municipal Water Department is a public water system and is legally distinct as a Community Water System that has over 13,000 connections and provides safe drinking water to its customers; and

WHEREAS, a public water system is defined as a system that provides water for human consumption to 15 or more connections or regularly serves 25 or more people daily for at least 60 days out of a year; and

WHEREAS, the Compton Municipal Water Department, as a public water system, is obligated to pay the annual water system fee to the State Water Resources Control Board, as prescribed in the Drinking Water Fee Regulations, Section 64300; and

WHEREAS, the funds for this expenditure are available in the Municipal Water Department's 2025-2026 Fiscal Year budget in Account No. 5000-90-0000-4262.

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

Section 1. That the City Manager is hereby authorized to issue a purchase order to the State Water Resources Control Board for water system annual fees.

Section 2. That funds in the amount of Fifty-Four Thousand Seven Hundred and Sixteen Dollars and Twelve Cents (\$54,716.12) are available in the Municipal Water Department's Fiscal Year 2025-2026 budget in Account No.5000-90-0000-4262.

Section 3. That copies of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney and the Municipal Water Department.

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

ADOPTED this _____ day of _____, 2026.

EMMA SHARIF
MAYOR OF THE CITY OF COMPTON

ATTEST:

SATRA D. ZURITA
CITY CLERK OF THE CITY OF COMPTON

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

I, Satra D. Zurita, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2026.

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

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

SATRA D. ZURITA
CITY CLERK OF THE CITY OF COMPTON



AVILA, SASHA
COMPTON-CITY, WATER DEPT.
205 S Willowbrook Avenue
COMPTON, CA 90220

Date: 12/03/2025
System Type: Community Water System
System No.: 1910026
Invoice No.: WS-1053552

Water System Annual Fees Invoice
Billing Period 07/01/2025 - 06/30/2026

Payment must be received within 90 days from the date of this invoice, or a 10% penalty will be assessed pursuant to section 116565 of the Health & Safety Code.

LINE ITEMS	Connections	FEES
CONNECTIONS 0 - 100 Disadvantaged Community (\$339 Flat Fee)	100	\$339.00
CONNECTIONS 101 - 15,000 Disadvantaged Community (\$3.76 per connection)	14,462	\$54,377.12
CONNECTIONS 15,001+ Disadvantaged Community (\$2.56 per connection)	---	\$0.00

AMOUNT IF PAID BY 03/03/2026: \$54,716.12

OR

LATE AMOUNT (including \$5471.61 penalty if postmarked AFTER 03/03/2026): \$60,187.73
(if applicable)

FAQ: What are the charges for? Please visit https://www.waterboards.ca.gov/resources/fees/drinking_water for more information.

PAYMENTS: You may submit payment via check, money order, credit card, or EFT. Payment information and the instructions are available on our website at https://www.waterboards.ca.gov/make_a_payment/ We do not take payments by phone.

FY 2025/26 (07/01/2025 - 06/30/2026)

SYSTEM TYPE: Community Water System

INVOICE NUMBER: WS-1053552

AMOUNT IF PAID BY 03/03/2026: \$54,716.12

SYSTEM NUMBER: 1910026

LATE AMOUNT DUE: (if postmarked AFTER 03/03/2026): \$60,187.73

(Please print the above numbers on check or money order)

DISTRICT: 22

PLEASE REMIT PAYMENT TO:

Invoicing Date: December 03, 2025

SWRCB Accounting Office
ATTN: Drinking Water Program Fees
P.O. Box 1888
Sacramento, CA 95812-1888

AVILA, SASHA
COMPTON-CITY, WATER DEPT.
205 S Willowbrook Avenue
COMPTON, CA 90220

For Regulatory or Water System inquiries, change of address, phone, or e-mail, please contact:

DWPDist22@waterboards.ca.gov or call (818) 551-2004

For payment questions, please contact **DAS-DrinkingWaterFees@waterboards.ca.gov** or call **(916) 341-5082**

Drinking Water Fee Regulations
Public Water Systems

Add Chapter 14.5, Division 4, Title 22 California Code of Regulations.
Add Section 64300

Section 64300. Definitions.

As used in this chapter:

(a) "Severely disadvantaged community" means a community with a median annual household income of less than sixty percent (60 %) of the statewide median annual household income.

(b) "Wholesaler" means a public water system that sells water to other public water systems. A public water system that has 1,000 or more service connections or that sells water only on a short-term or intermittent basis is not a wholesaler.

Note: Authority cited: Sections 116271, 116350, 116375, and 116565, Health and Safety Code.

Reference: Sections 116565 and 116590, Health and Safety Code.

Add Section 64305.

Section 64305. Fee Schedule for Annual Fees

(a) Each public water system shall pay an annual fee to the State Board in the amount provided in Table 64305-A.

TABLE 64305-A – Public Water Systems Annual Fee

Water System Type	Fee
Community Water System	
100 or fewer service connections	\$200.00
100 or fewer service connections (severely disadvantaged community)	\$100.00
101 to 1,000 service connections	\$4.00 per service connection
101 to 1,000 service connections (severely disadvantaged community)	\$2.00 per service connection
1001 or more service connections	\$4.00 per each of first 1,000 service connection plus \$2.00 per each service connection greater than 1,000
1001 or more service connections (severely disadvantaged community)	\$2.00 per service connection
Nontransient Noncommunity Water System	\$2.00 per person served, but not less than \$456.00.
Transient Noncommunity Water System	\$800.00.
Wholesaler	\$6,000.00 plus \$1.36 per each MG ¹

¹ "Million Gallons" means the annual average, rounded to the nearest million, as reported to the State Board by the wholesaler for 2012, 2013 and 2014, of the total gallons of water that the wholesaler produced from surface water and from groundwater and gallons of finished water that the wholesaler purchased or received from another public water system.

Add Section 64310.

Section 64310. Reduction of Fees for Public Water Systems Serving Severely Disadvantaged Community.

(a) A public water system must pay the full amount of the annual fee unless it requests and receives from the State Board a determination that its annual fees are reduced because it is a community water system that serves a severely disadvantaged community in which case the fee to be paid is the amount for a severely disadvantaged community as shown in Table 64305.

(b) To qualify for the reduction provided for in subsection (a), a public water system must certify, and provide documentation to the State Board upon request, that it serves a severely disadvantaged community.

Note: Authority cited: Sections 116271, 116350, 116375, and 116565, Health and Safety Code.

Reference: Sections 116565 and 116590, Health and Safety Code.

Add Section 64315.

Section 64315. Payment of Fees

(a) Each fee required by this chapter shall be paid to the State Board within forty five (45) calendar days of the date of the invoice, except that this date may be extended by the State Board for good cause, which shall be determined at the State Board's sole discretion.

Note: Authority cited: Sections 116271, 116350, 116375, and 116565, Health and Safety Code.

Reference: Sections 116565 and 116590, Health and Safety Code.

January 13, 2026

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE PROFESSIONAL SERVICES AGREEMENT WITH NV5, INC. AND ESTABLISH A PURCHASE ORDER FOR ADDITIONAL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE WILMINGTON AVENUE SAFE STREETS PEDESTRIAN/BICYCLE IMPROVEMENT PROJECT, CIP No. 18-02 (\$220,493).

SUMMARY

Adoption of the proposed Resolution will authorize the City Manager to amend the existing professional services agreement with NV5, Inc. and establish a purchase order in the amount of \$220,493 for additional construction management, inspection, and contract administration services for the Wilmington Avenue Safe Streets Pedestrian/Bicycle Improvement Project, CIP No. 18-02. The amendment is necessary to address unforeseen construction-related conditions and added scope that extended the project duration and increased inspection and coordination requirements.

BACKGROUND

The City of Compton is committed to improving the safety, functionality, and long-term performance of its transportation infrastructure, consistent with the Pavement Management Plan adopted by the City Council on September 3, 2024. Through targeted rehabilitation and safety enhancement projects, the City seeks to improve mobility for motorists, pedestrians, and bicyclists while extending the service life of City roadways.

On October 1, 2024, pursuant to Resolution No. 26,129, the City Council authorized the City Manager to enter into a construction services agreement with Excel Paving for the Wilmington Avenue Safe Streets Pedestrian/Bicycle Improvement Project, CIP No. 18-02.

The project limits extend along Wilmington Avenue from Rosecrans Avenue to the City's southern boundary and include pavement rehabilitation, ADA-compliant curb ramps, raised median improvements, sidewalk and driveway improvements, signing and striping, traffic signal work, and other related improvements.

To support construction delivery, on October 15, 2024, pursuant to Resolution No. 26,138, the City Council authorized the City Manager to enter into a professional services agreement with NV5, Inc. in the amount of \$462,458 to provide construction management and inspection services for the project.

Construction began on December 9, 2024, with an originally scheduled completion date of January 12, 2026, which has since been extended due to added scope. The originally authorized construction management and inspection budget has been fully expended. Due to the unforeseen field conditions, added scope, and coordination requirements with external agencies, additional construction management and inspection services are required to successfully complete the project.

STATEMENT OF ISSUE

On December 9, 2025, NV5, Inc. submitted a proposal requesting an amendment to the professional services agreement in the amount of \$220,493 to provide additional construction management, inspection, and contract administration services. The requested amendment is necessary to address the following unanticipated impacts:

1. **Extended Contract Duration** – Additional hardscape and landscape improvements were added to the raised medians along Wilmington Avenue, extending the overall construction duration by approximately 60 working days and requiring extended construction support coverage.
2. **Caltrans Permit Processing** – Paving improvements at the Interstate 91 freeway overpass at Artesia Boulevard required the placement of traffic control devices within Caltrans Right-of-Way. The City requested NV5's assistance with processing the required Caltrans Encroachment Permit and coordinating related construction activities.
3. **Work within Union Pacific Railroad (UPRR) Right-of-Way** – Paving work adjacent to and within the UPRR Right-of-Way required NV5 inspection staff to complete mandatory railroad registration, safety training, and certification. The work also necessitated overtime inspection coverage to comply with railroad safety requirements.
4. **Additional Paving Improvements within Caltrans Right-of-Way** – The City is proposing to add reconstruction and resurfacing of the existing Interstate 91 overpass at Wilmington Avenue and Artesia Boulevard to the construction contract. This additional scope requires further contract administration, Caltrans coordination, encroachment permitting, and construction inspection services.

Accordingly, City Council authorization is required to amend the professional services agreement with NV5, Inc. and establish a purchase order in the amount of \$220,493 to ensure adequate construction management and inspection coverage through project completion.

ALTERNATIVE

The project involves complex technical requirements, multiple agency interfaces, and daily construction oversight needs. The Public Works Engineering Department has limited staff capacity to provide the level of continuous inspection and contract administration required. As a result, no alternative is recommended.

FISCAL IMPACT

Funds in the amount of \$220,493 are previously appropriated and available within the Public Works Fiscal Year 2025-2026 adopted budget under Account No. 1900-710-000-4262. Approval of this action will not result in an additional impact to the General Fund.

RECOMMENDATION

It is recommended that the City Council adopt the attached Resolution authorizing the City Manager to:

1. Amend the professional services agreement with NV5, Inc.; and
2. Establish a purchase order in the amount of \$220,493 for additional construction management and inspection services for the Wilmington Avenue Safe Streets Pedestrian/Bicycle Improvement Project, CIP No. 18-02.

JACK H. GONG, P.E., SE, PMP
CITY ENGINEER

APPROVED FOR FORWARDING:

WILLIE A. HOPKINS, JR.
CITY MANAGER

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO AMEND THE PROFESSIONAL
SERVICES AGREEMENT WITH NV5, INC. AND ESTABLISH A
PURCHASE ORDER FOR ADDITIONAL CONSTRUCTION
MANAGEMENT AND INSPECTION SERVICES FOR THE WILMINGTON
AVENUE SAFE STREETS PEDESTRIAN/BICYCLE IMPROVEMENT
PROJECT, CIP No. 18-02 (\$220,493)**

WHEREAS, the City of Compton is committed to improving the safety, functionality, and longevity of its roadway network as outlined in the Pavement Management Plan adopted by the City Council on September 3, 2024, and through strategic investment, proactive maintenance, and targeted rehabilitation projects seeks to enhance mobility and ensure safe and efficient transportation for all roadway users; and

WHEREAS, on October 1, 2024, pursuant to Resolution No. 26,129, the City Council authorized the City Manager to enter into a construction services agreement with Excel Paving for construction of the Wilmington Avenue Safe Streets Pedestrian/Bicycle Improvement Project, CIP No. 18-02; and

WHEREAS, the Wilmington Avenue Safe Streets Pedestrian/Bicycle Improvement Project consists of pavement rehabilitation, ADA-compliant curb ramps, raised median improvements, sidewalk and driveway improvements, signing and striping, traffic signal improvements, and other related work along Wilmington Avenue from Rosecrans Avenue to the City's southern boundary; and

WHEREAS, an essential component of the project is the provision of qualified construction management and inspection services; and

WHEREAS, on October 15, 2024, pursuant to Resolution No. 26,138, the City Council authorized the City Manager to enter into a professional services agreement with NV5, Inc. in the amount of \$462,458 to provide construction management and inspection services for the project; and

WHEREAS, construction commenced on December 9, 2024, with a scheduled completion date of January 12, 2026; and

WHEREAS, the originally authorized construction management and inspection services budget has been fully expended; and

WHEREAS, unforeseen construction-related conditions, including extended contract duration, Caltrans permit processing, work within the Union Pacific Railroad (UPRR) Right-of-Way, and additional paving improvements within the Caltrans Right-of-Way have necessitated additional construction management and inspection services; and

WHEREAS, on December 9, 2025, NV5, Inc. submitted a proposal requesting an amendment to the professional services agreement in the amount of \$220,493 to provide additional construction management, inspection, and contract administration services, including but not limited to:

1. **Extended Contract Duration** – Added hardscape and landscape improvements to raised medians, which extended construction by approximately 60 working days;

2. **Caltrans Permit Processing** – Additional coordination and processing of Caltrans Encroachment Permits associated with work at the Interstate 91 overpass at Artesia Boulevard;
3. **Work within Union Pacific Railroad (UPRR) Right-of-Way** – Required railroad registration, safety training, certification, and overtime inspection coverage; and
4. **Additional Paving Improvements within Caltrans Right-of-Way** – Reconstruction and resurfacing of the Interstate 91 overpass at Wilmington Avenue and Artesia Boulevard requiring additional contract administration and inspection services; and

WHEREAS, funds in the amount of \$220,493 have been previously appropriated and are available within the Public Works Engineering Department Fiscal Year 2025-2026 adopted budget under Account No. 1900-710-000-4262; and

WHEREAS, City Council authorization is required to amend the professional services agreement with NV5, Inc. and establish a purchase order for the additional services described herein.

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

SECTION 1. That the City Manager, upon the advice and approval of the Law Division, is hereby authorized to amend the professional services agreement with NV5, Inc. to provide additional construction management, inspection, and contract administration services for the Wilmington Avenue Safe Streets Pedestrian/Bicycle Improvement Project, CIP No. 18-02.

SECTION 2. That funds in the amount of Two Hundred Twenty Thousand Four Hundred Ninety-Three Dollars (\$220,493) are previously appropriated and available within the Public Works Engineering Department Fiscal Year 2025-2026 adopted budget under Account No. 1900-710-000-4262.

SECTION 3. That a purchase order in the amount of \$220,493 is hereby authorized to be established for NV5, Inc. for the additional services associated with the Wilmington Avenue Safe Streets Pedestrian/Bicycle Improvement Project, CIP No. 18-02.

SECTION 4. That copies of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, Law Division and the Public Works Engineering Department.

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

ADOPTED this _____ day of _____, 2026.

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 to by the City Clerk, at a regular meeting thereof held on the ____ day of _____, 2026.

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

AYES: COUNCIL MEMBERS –
NOES: COUNCIL MEMBERS –
ABSTAIN: COUNCIL MEMBERS –
ABSENT: COUNCIL MEMBERS –

SATRA D. ZURITA
CITY CLERK OF THE CITY OF COMPTON

December 9, 2025

John Strickland
Project Manager - Public Works Engineering Department
City of Compton
205 South Willowbrook Ave.
Compton, CA 90220

Subject: Wilmington Avenue Safe Streets Pedestrian/Bicycle Improvements

Dear Mr. Strickland,

NV5, Inc. (NV5) submits this Amendment request for a total of **\$220,493** for additional Construction Management, Inspection and Contract Administration services for the subject project in the City of Compton (City). The requested total is required to cover the following unanticipated cost impacts:

1. Extended Contract Duration - The City added hardscape and landscape improvements to the existing raised medians along Wilmington Avenue to the scope of work. This in turn extended the contract duration and construction support coverage by 60 working days.
2. CalTrans Permit Processing - The proposed paving improvements required the placement of Traffic Control signage and equipment within the existing CalTrans Right of Way at the 91 FWY Overpass at Artesia Boulevard. The City requested assistance in processing the required Encroachment Permit.
3. Work within Union Pacific Railroad (UPRR) Right of Way - The proposed paving improvements adjacent to and within the existing UPRR Right of Way required the registration, safety training and certification of our inspection team. The paving improvements also required overtime inspection coverage.
4. Additional Paving Improvements within CalTrans Right Of Way (91 FWY Overpass at Artesia Boulevard) - The City is proposing to add the reconstruction and resurfacing of the existing 91 FWY overpass at Wilmington Avenue and Artesia Boulevard to the construction contract. This will require additional Contract Administration services to process the required Encroachment Permit, as well additional construction support coverage during construction.

The requested amount is detailed in the attached Amendment breakdown.

Please know that we do not take this request lightly and that we do not submit such requests unless the conditions of the project have changed, making it infeasible for us to provide the required services within the original budget proposal. We greatly appreciate your consideration of this matter, and we thank you for the opportunity to work with the City on this project. Should you have any questions or require additional information, please contact me at (949) 585-0477 or via email at peter.salgado@nv5.com.

Respectfully submitted,
NV5, Inc.


Peter Salgado, PE
Director of Construction Management


Jeffrey M. Cooper, PE
EVP, COO

COMPTON - WILMINGTON AVE SAFE STREETS PEDESTRIAN/BICYCLE IMPROVEMENTS						
AMENDMENT REQUEST SUMMARY						
No.	Item	Working Days	Hours	Rate	Cost	Notes
1	Extended Duration (Original Contract) - Construction Management	60	120	\$ 190.00	\$ 22,800.00	Based on anticipated completion date of 1/26/26 - Includes only approved time extension for added work (Existing Median Improvements). Inclement weather days not included
2	Extended Duration (Original Contract) - Inspection	60	480	\$ 150.00	\$ 72,000.00	Based on anticipated completion date of 1/26/26 - Includes only approved time extension for added work (Existing Median Improvements). Inclement weather days not included
3	Caltrans Permit Processing - Original Contract - Contract Administration		8	\$ 100.00	\$ 800.00	Process Cal Trans Permit - Original and 2 extensions
4	Caltrans Permit Processing - Original Contract - Reimbursables				\$ 1,093.00	Actual Costs
4	UPRR Registration/Certification - Contract Administration		4	\$ 100.00	\$ 400.00	
5	UPRR Training - Inspection		8	\$ 150.00	\$ 1,200.00	Required for inspection coverage
6	UPRR ROW Work - OT Inspection		4	\$ 225.00	\$ 900.00	
7	Cal Trans ROW - 91 FWY Overpass - OT Inspection	30	240	\$ 225.00	\$ 54,000.00	Assume 30 working days, off hours work
8	Cal Trans ROW - 91 FWY Overpass - OT Inspection - Closeout		30	\$ 225.00	\$ 6,750.00	Estimated
9	Cal Trans ROW - 91 FWY Overpass - Construction Management - Pre-mobilization Coordination/Follow Up		40	\$ 190.00	\$ 7,600.00	Estimated
10	Cal Trans ROW - 91 FWY Overpass - Construction Management	30	105	\$ 190.00	\$ 19,950.00	Assume 30 working days
11	Cal Trans ROW - 91 FWY Overpass - Construction Management - Closeout		20	\$ 190.00	\$ 3,800.00	Estimated
12	Cal Trans ROW - 91 FWY Overpass - Contract Administration - Process Permit		30	\$ 100.00	\$ 3,000.00	Estimated
13	Cal Trans ROW - 91 FWY Overpass - Contract Administration - Closeout		12	\$ 100.00	\$ 1,200.00	Estimated
14	Cal Trans ROW - 91 FWY Overpass - Labor Compliance				\$ 10,000.00	Estimated - Assume off hours field coverage
15	Cal Trans ROW - 91 FWY Overpass - Geotech/Materials Testing				\$ 15,000.00	Estimated - Assume off hours field coverage
Total Amendment Request					\$ 220,493.00	

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
NV5, INC.**

This **FIRST AMENDMENT** to the Professional Services Agreement is made by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as “**CITY**”) and **NV5, INC.** (hereinafter referred to as “**CONSULTANT**”).

RECITALS:

WHEREAS, the City will be implementing the Wilmington Avenue Safe Streets Pedestrian/Bicycle Improvement Project, which consists of pavement rehabilitation, ADA compliant curb ramps, median improvements, sidewalk improvements, driveway improvements, signing & striping traffic signal and other minor associated work on Wilmington Avenue from Rosecrans Avenue to the City Limit South; and

WHEREAS, the City has identified a need for a qualified and experienced engineering consulting firm to provide construction management and inspection services for the Wilmington Avenue Safe Streets Pedestrian/Bicycle Improvement Project; and

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

WHEREAS, by **Resolution No. 26,138**, adopted on the **15th, of October 2024**, the City Council authorized the City Manager to accept the proposal of the Consultant and enter into a professional services agreement in the amount of \$462,458 to provide the necessary services; and

WHEREAS, there is a need to amend the original agreement to provide additional construction management and inspection services and provide additional compensation in the amount of \$220,493.

WHEREAS, by Resolution No. _____, adopted on the ____ day of January 2026, the City Council authorized the City Manager to enter into a first (1st) amendment to the professional services agreement with Consultant; and

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

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

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

NOW, THEREFORE, Consultant and City, for the consideration, terms and conditions herein described, do hereby mutually agree to amend the original Agreement as follows:

AMENDMENTS:

1. The parties agree to amend **Section 1 – Services to be rendered by Consultant** of the original Agreement to authorize the continued performance of the services specified within the original Agreement to provide construction management and inspection services as more fully described in the Proposal dated December 9, 2025, of which is incorporated herein by this reference.
2. The parties agree to amend **Section 2 – Duration of Contract** of the original Agreement to extend the term of the Agreement to provide that the Agreement shall terminate on exhaustion of the authorized maximum compensation of **Two Hundred Twenty Thousand Four Hundred Ninety-Three Dollars (\$220,493)**, unless otherwise extended or terminated.
3. The parties agree to amend **Section 3 – Compensation** of the original Agreement to provide additional compensation to Consultant for services rendered during the extended term of the original Agreement, as specified above, in the not-to-exceed amount of **Two Hundred Twenty Thousand Four Hundred Ninety-Three Dollars (\$220,493)**.
4. Except as provided for above, all other terms and conditions of the original Agreement and any amendments thereto between the City and the Contractor all remain in effect.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this **FIRST AMENDMENT** to the above-identified **PROFESSIONAL SERVICES AGREEMENT**.

NV5/CONSULTANT

Dated: _____

By _____
Jeffrey M. Cooper, Vice-President

Approved by:

Dated: _____

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

Approved as to form:

Dated: _____

By _____
Law Division

ATTEST:

Dated:_____

By _____
Satra D. Zurita, City Clerk

January 13, 2026

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: TURMEL WOODS, GRANTS COMPLIANCE MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2025-2026 FISCAL YEAR BUDGET TO APPROPRIATE FUNDS FROM THE CALIFORNIA DEPARTMENT OF JUSTICE DIVISION OF OPERATIONS TO ENFORCE A LOCAL ORDINANCE OR STATE LAW RELATED TO THE ILLEGAL SALE AND MARKETING OF TOBACCO PRODUCTS TO MINORS (\$350,000)

SUMMARY

Adoption of this resolution will authorize the City Manager to amend the 2025-2026 Fiscal Year budget to appropriate California Department of Justice (“DOJ”) Tobacco Grant funds in the amount of Three Hundred Fifty Thousand Dollars (\$350,000) to enforce a local ordinance or state law related to the illegal sale and marketing of tobacco products to minors.

BACKGROUND

The California Healthcare, Research and Prevention Tobacco Tax Act of 2016 (“Proposition 56”) provides local public agencies with funding to promote a healthier California by reducing illegal sales and marketing of cigarettes and tobacco products, including e-cigarettes, to minors. The Office of the Attorney General makes these annual funds available to local law enforcement agencies through the California Department of Justice Tobacco Grant Program.

The Tobacco Grant Program award process is highly competitive, and for the 2025-26 grant cycle, the Department received over \$50 million in requests. As noted in the application materials, grant funding prioritized support for local retailer enforcement, including enforcement of flavored tobacco bans. Consequently, some awards were approved with modification to align with these funding priorities.

STATEMENT OF THE ISSUE

The City of Compton (“City”) submitted a Tobacco Grant application and was awarded in the amount of \$350,000. In November 2025, The City may use Grant funds to enforce a local ordinance or state law related to the illegal sale and marketing of tobacco products, including e-cigarettes, to minors and youth including, but not limited to:

- Retailer compliance checks

**Staff Report - Resolution Amend FY 2025-26 Budget
Accept/Appropriate DOJ Tobacco Grant Funds
January 13, 2026 Page 2**

- Retailer training programs
- Retailer and/or code officer educational activity
- Tobacco retail license inspections
- Preventing and deterring use of tobacco products

The City can use the Grant funds over 26 to 36-month period to facilitate the aforementioned list of activities.

The Community Improvement Director will provide oversight of this program by scheduling Code personnel to conduct unified operations. The Community Improvement Director will be collecting reports and submitting them bi-weekly to the Grants Compliance Manager for additional review. Reports will include names, positions, hours, location, duties, and outcomes pertaining to each operation. Payments will be rendered based on aforementioned hourly rates upon submission and approval on a monthly basis if agreed upon.

FISCAL IMPACT

The cost of the proposed activities, as well as Grant oversight will be paid directly from the Division of Operations Tobacco Grant in the amount of \$350,000. The revenue shall be reflected in the current budget fund 2765-540-026-3569 Other State Grants.

Staff is requesting that the Fiscal Year 2025-2026 budget be amended to appropriate the expenditures as follows:

Increase Revenues in the following Accounts:

<u>ACCOUNT NO.</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
2765-540-026-3569	Other State Grants	\$350,000

Decrease Revenue in the following Accounts:

<u>ACCOUNT NO.</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
2765-540-026-4101	Salaries	\$ 16,664
2765-540-026-4334	Machinery & Equipment	\$ 668
2765-540-026-4171	Overtime	\$ 332,668
	Total	\$ 350,000

ALTERNATIVE

Staff does not have any alternatives to address this issue at this time.

RECOMMENDATION

Staff recommends that Council adopt the attached Resolution amending the 2025-2026 Fiscal Year budget to appropriate Proposition 56 DOJ Tobacco Grant Program funds in the amount of \$350,000.

**TURMEL WOODS
GRANTS COMPLIANCE MANAGER**

APPROVED FOR FORWARDING

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AMENDING THE 2025-2026 FISCAL YEAR BUDGET TO APPROPRIATE
FUNDS FROM THE CALIFORNIA DEPARTMENT OF JUSTICE DIVISION OF
OPERATIONS TO ENFORCE A LOCAL ORDINANCE OR STATE LAW
RELATED TO THE ILLEGAL SALE AND MARKETING OF TOBACCO
PRODUCTS TO MINORS (\$350,000)**

WHEREAS,) adoption of this resolution will authorize the City Manager to amend the 2025-2026 Fiscal Year budget to appropriate California Department of Justice (“DOJ”) Tobacco Grant funds in the amount of Three Hundred Fifty Thousand Dollars (\$350,000) to enforce a local ordinance or state law related to the illegal sale and marketing of tobacco products to minors; and

WHEREAS, the Proposition 56 provides local public agencies with funding to promote a healthier California by reducing illegal sales and marketing of cigarettes and tobacco products, including e-cigarettes, to minors; and

WHEREAS, the Office of the Attorney General has made funds available through California Department of Justice (“DOJ”) Tobacco Grant Program in the amount of \$350,000 to the City of Compton (“City”) to enforce a local ordinance or state law related to the illegal sale of tobacco products to minors; and

WHEREAS, the City proposes a citywide retail enforcement and education initiative and the remainder \$332,668 will be used for in-house Code Enforcement Officers overtime salaries (City Staff); and

WHEREAS, \$16,664 will be used for administrative cost (5% of award) to administer compliance functions of the Grant; and

WHEREAS, \$668 will be used for machinery & equipment cost to administer compliance functions of the Grant; and

WHEREAS, the Tobacco Grant Funds must be utilized by June 30, 2029, which is approximately Three (4) years the city would be required to submit monthly reports to the grantor to ensure compliance of the awarded program; and

WHEREAS, these grant funds will have **no fiscal impact** on the City’s general fund.

WHEREAS, the 2025-2026 Fiscal Year budget needs to be amended to appropriate the Tobacco Grant funds awarded to the City by the DOJ.

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

SECTION 1. That California Department of Justice Division of Operations Tobacco Grant funding in the amount of Three Hundred Fifty Thousand Dollars (\$350,000) to enforce a local ordinance or state law related to the illegal sale and marketing of Tobacco Products to minors is hereby accepted.

SECTION 2. That the Grants Management Division Fiscal Year 2025-2026 budget shall be amended as follows:

RESOLUTION NO. _____

Page 2

Increase Revenues in the following Accounts:

<u>ACCOUNT NO.</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
2765-540-026-3569	Other State Grants	\$350,000

Decrease Revenue in the following Accounts:

<u>ACCOUNT NO.</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
2765-540-026-4101	Salaries	\$ 16,664
2765-540-026-4334	Machinery & Equipment	\$ 668
2765-540-026-4171	Overtime	\$ 332,668
	Total	\$ 350,000

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

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

ADOPTED this _____ day of _____, 2026.

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

RESOLUTION NO. _____

Page 3

I, Satra D. Zurita, City Clerk of the City of Compton, do hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2026.

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



C A L I F O R N I A
DEPARTMENT OF JUSTICE

Rob Bonta
Attorney General

DIVISION OF OPERATIONS
OFFICE OF FISCAL SERVICES
GRANT SERVICES BRANCH
TOBACCO GRANT PROGRAM
P.O. Box 160187
Sacramento, CA 95816-0187
E-Mail Address: TobaccoGrantRFP@doj.ca.gov

November 20, 2025

Turmel Woods, Grants Manager
Compton, City of
205 S Willowbrook Ave
Compton, CA 90220

Re: Tobacco Grant Award Notification Fiscal Year 2025-26 (RFP: DOJ-PROP56-2025-26-1)

Dear: Turmel Woods

Congratulations! On behalf of the California Department of Justice (DOJ), Tobacco Grant Program, I am pleased to inform you that your agency's grant application for the fiscal year 2025-26 grant cycle has been approved for grant funds authorized under the California Healthcare, Research and Prevention Tobacco Tax Act of 2016. **The total amount of your agency's grant award is \$350,000 under Award # DOJ-PROP56-2025-26-1-009.**

The Tobacco Grant Program award process is highly competitive, and for the 2025-26 grant cycle, the Department received approximately \$50 million in requests. As noted in the application materials, grant funding prioritized support for local retailer enforcement including prosecution and task force collaboration. Consequently, some awards were approved with modifications to align with these funding priorities and because of limited funds. Attached is a Summary of the Award and Budget Detail outlining the funding provided along with any modifications applied.

To accept the 2025-26 grant award, please complete and return a signed copy of your Letter of Intent (see template and instructions attached) by email within 15 calendar days of the date of this letter. This letter will affirm one of the following:

1. Your agency will seek a resolution from the governing body to accept the award (*if your agency has a governing body*)
2. Your agency has a governing body but does not require a resolution to accept the award, OR
3. No governing body exists and therefore no resolution is required.

Please email the signed Letter of Intent as noted above to TobaccoGrantRFP@doj.ca.gov with the subject line including the name of your agency: "FY 25-26_Letter of Intent_Compton,

November 20, 2025

Page 2

City of.” Upon receipt of this information, DOJ will provide your agency with additional documents for execution/use (e.g., Memorandum of Understanding, Governing Body Resolution template, Grantee Handbook, etc.). These documents will contain more information about the process for reimbursement and other important details. Activities for reimbursement under this grant may commence on or after the date of this letter, depending upon your selected start date.

Should you have any questions regarding this letter or the required follow up information, please email TobaccoGrantRFP@doj.ca.gov.

Sincerely,



JENNIFER IVERY JOHNSON
Manager, Grant Services Branch

For ROB BONTA
 Attorney General

Attachments:
Letter of Intent
Summary of Award
Budget Detail