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

06/09/2026

4:30 PM – CLOSED SESSION
5:30 PM – PUBLIC MEETING
5:45 PM – PUBLIC HEARING
6:00 PM – PUBLIC HEARING

205 S. WILLOWBROOK AVE
COMPTON, CA 90220

HEARING(S)

PUBLIC HEARING – TO AUTHORIZE THE SUBMISSION OF THE HUD-MANDATED 2026-2027 ANNUAL ACTION PLAN TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPEMNT (HUD) - JUNE 9, 2026 @ 5:45 PM

JOINT PUBLIC HEARING - CITY COUNCIL AND UCDC 2026 PHA ANNUAL PLAN - JUNE 9, 2026 @ 6 PM

OPENING

ROLL CALL

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS ON CLOSED SESSION

CLOSED SESSION

1. Conference with Legal Counsel – Existing Litigation
   Westmoreland Law Firm, P.C. v City of Compton
   LASC Case No. 26STCP00887
   Pursuant to Government Code Section 54956.9(e)(1) or (d)(2) and (e)(1)

2. Conference with Legal Counsel – Anticipated Litigation
   Pursuant to Government Code Section 54956.9(e)(1) or (d)(2) and (e)(1) because there is significant exposure to litigation in one case

3. Conference with Legal Counsel – Anticipated Litigation
   Pursuant to Government Code Section 54956.9(e)(1) or (d)(2) and (e)(1) because there is significant exposure to litigation in one case

4. Conference with Legal Counsel - Anticipated Litigation
   Pursuant to Government Code Section 54956.9(d)(4): One Case

5. Conference with Legal counsel - Existing Litigation
   LASC Case No. 23CMCV00709
   Pursuant to Government Code Section 54956.9(c) and (d)(1)

REPORT OUT OF CLOSED SESSION

PRESENTATIONS

6. CERTIFICATE PRESENTATION - YOUTH SPOTLIGHT - Mayor Emma Sharif

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

7. MARCH 3, 2026

HUMAN RESOURCES

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ESTABLISH A PURCHASE ORDER TO OFFICE DEPOT BUSINESS SOLUTIONS FOR THE PROCUREMENT OF ESSENTIAL OFFICE SUPPLIES FOR THE HUMAN RESOURCES DEPARTMENT

IN THE AMOUNT NOT TO EXCEED $5,000 FOR FISCAL YEAR 2025-2026

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ESTABLISH A PURCHASE ORDER WITH AGILE OCCUPATIONAL MEDICINE FOR VITAL EMPLOYEE HEALTH SERVICES, NOT TO EXCEED $8,560.00

RISK MANAGEMENT

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO EXTEND AN EXISTING AGREEMENT WITH ALLIED MANAGED CARE, INC. FOR THE SELF-INSURED WORKERS' COMPENSATION PROGRAM (FY 26-27 & 27-28)

REGULAR AGENDA

CITY MANAGER'S REPORT

13. FIREWORKS DISCUSSION: CONSIDERATION OF ALLOWING OR PROHIBITING THE SALE AND USE OF FIREWORKS IN THE CITY OF COMPTON FOR THE UPCOMING FIREWORKS SEASON

UNFINISHED BUSINESS

14. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH SLA INC. FOR THE RAYMOND STREET PARK JOINT-USE EQUESTRIAN AND COMMUNITY ENHANCEMENT PROJECT

NEW BUSINESS

16. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A MULTI-YEAR EMPLOYEE HEALTH SERVICES AGREEMENT WITH CARBON HEALTH AND ESTABLISH A PURCHASE ORDER NOT TO EXCEED $75,000.00 FOR FISCAL YEAR 2026-2027

17. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION 26,361, RE-ADOPTING, RATIFYING AND AMENDING THE FY 2025-2026 GRANTS DEPARMENT BUDGET FOR THE ACCEPTANCE AND APPROPRIATE ($350,000) IN FUNDING UNDER THE CALIFORNIA DEPARTMENT OF JUSTICE TOBACCO GRANT PROGRAM AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN PROFESSIONAL SERVICES AGREEMENT WITH THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT (LASD) AND OPEN A PURCHASE ORDER FOR TOBACCO ENFORCEMENT SERVICES

18. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE-YEAR

SERVICE AGREEMENT, AND ESTABLISH A PURCHASE ORDER WITH SERVICE FIRST TO PERFORM AQUATIC POOL MAINTENANCE SERVICES FOR LUEDERS PARK AND GONZALES PARK ($703,800)

19. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO EXECUTE A FIVE-YEAR LEASE-PURCHASE FINANCING AGREEMENT AND ESTABLISH A PURCHASE ORDER WITH LEASE SERVICING CENTER. INC. DBA NCL GOVERNMENT CAPITAL FOR THE ACQUISITION OF THREE STREET SWEEPERS IN AN ANNUAL AMOUNT OF FOUR HUNDRED ONE THOUSAND SEVENTY-TWO DOLLARS AND SIXTY-TWO CENTS ($401,072.62) AND APPROVING A ONE-YEAR AGREEMENT AND ESTABLISHING A PURCHASE ORDER WITH SWEEPING CORP OF AMERICA (SCA) FOR STREET SWEEPING SERVICES IN THE AMOUNT OF ONE MILLION FOUR HUNDRED EIGHT THOUSAND THREE HUNDRED TWENTY DOLLARS ($1,408,320.00)

20. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ESTABLISH A PURCHASE ORDER WITH EL GRAN TORINO FOR THE PURPOSE OF PROVIDING EMERGENCY BEEHIVE REMOVAL, BRICK WALL REPAIRS, AND CHAIN LINK FENCE REPAIRS ALONG THE COMPTON CREEK CORRIDOR AND AT 551 W. CYPRESS CIRCLE, COMPTON, CALIFORNIA IN THE AMOUNT OF ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000)

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: 6/16/2026 5:30 PM
NEXT PUBLIC HEARING – 6/16/2026 5:45 PM – 2026-2027 FISCAL YEAR BUDGET

Visit our website at http://www.comptoncity.org
Visit our Youtube at https://www.youtube.com/@comptoncityhall

March 3, 2026

The Compton City Council meeting was called to order at 5:33pm by Mayor Emma Sharif in the Council Chambers of City Hall. The Moment of Silence and Pledge of Allegiance Ceremonies were also led by Mayor Emma Sharif.

ROLL CALL

Council Members Present: D. Duhart, A. Spicer, J Bowers, L. Darden, Mayor E. Sharif
Council Members Absent: None
Other Officials Present: S. Zurita, W. Hopkins, Jr.

PRESENTATIONS

1. KNOW YOUR CHARTER PRESENTATION – Part 3 – ENSO LAW

City Manager Hopkins introduced Robert Hahn from Enso Law and he presented the following:

Disclaimer The purpose of this presentation is to provide factual information and not to provide legal advice in a public setting.

- Informational Presentation
- Objective review of the City Charter
- Legal advice related to the City Charter will not be provided to protect the attorney-client relationship.

Compton City Charter Article VII – Officers, Powers and Duties

- **Article VII**
  - Officers, Powers and Duties
- Defines key city officers: City Clerk, City Treasurer, City Attorney, City Manager, City Controller, and other appointive officers.
- Establishes appointment authority.
- Assigns powers and duties.
- Supports professional city administration
- **Sections 700**
  - City Clerk
- **Section 701**
  - Service City Treasurer
- **Section 702**
  - City Attorney
- **Section 703**
  - Officers appointed by City Council
- **Section 704**
  Other appointive Officers
- **Section 705 and 706**
  - City Manager
    - Appointment – Role – Powers
- **Section 707**
  - City Manager – Council Table
- **Section 708**
  - City Controller Powers and Duties
- **Section 700 (City Clerk)**
  - Responsibilities of the City Clerk – Attends all City Council meetings; Maintain official Council records and minutes; Keeps indexed ordinance and resolution books; Certifies official city documents.
  - Additional Authority – Custodian of the city seal; Administers oaths and affidavits; Oversees city elections; Full-time commitment required.
- **Section 701 (City Treasurer)**
  - Financial Custodian – Custodian of all city funds; Receives all city revenues; Deposits funds per Council designation; Disburses funds after proper audit.
  - Financial Accountability and Reporting – Monthly financial reports to City Controller; Copies provided to City Manager; Full-time service required.

- **Section 702 (City Attorney)**
  - Appointment – Appointed by majority of full City Council; Serves at the pleasure of the Council.
  - Qualifications – California-licensed attorney; Minimum 10 years Municipal Law experience.
  - Legal Representation – Advises City Council and officers; Represents city and officials in legal proceedings; Attends all regular Council Meetings; Council may retain outside council; Provides written legal opinions upon request.
  - Additional Responsibilities – Reviews and drafts ordinances and resolutions; Approves city contracts and bonds; Prosecutes Charter and ordinance violations; Transfers all city legal files upon departure. Full-time service required.
- **Section 703 (Officers Appointed by City Council)**
  - Council Appointments – City Manager (not classified service); City Controller (classified service).
  - Removal Authority – City Manager removable by four affirmative votes; City Controller subject to Civil Service rules.
- **Section 704 (Other Appointive Officers)**
  - Department Leadership – Appointed by City Manager; Serve as department heads.
  - Council Authority – May create or abolish departments by ordinance.
- **Section 705 (City Manager Appointment)**
  - Selection Standards – Based on executive and administrative qualifications; Salary reflects role as chief administrator.
  - Conflict of Interest Safeguard – Councilmembers barred during term and one year after.
- **Section 706 (Reporting & Advisory Duties)**
  - Annual financial and administrative report.
  - Advises on financial condition and future needs.
  - Performs duties assigned by Charter or Council.
- **Section 707 (City Manager Appointment)**
  - Selection Standards – Seat at Council table; Participates in deliberations; No voting authority.
- **Section 708 (Reporting & Advisory Duties)**
  - Annual financial and administrative report.
  - Advises on financial condition and future needs.
  - Performs duties assigned by Charter or Council.
  - Financial Oversight – Compiles budget estimates; Controls disbursement of funds; Prevents budget overruns.
  - Accounting and Auditing – Maintains city accounting systems; Oversees inventories of city property; Audits and approves all claims before payment; Issues monthly and annual financial reports.

2. LA COUNTY SANITATION DISTRICT BOARD – PROP 218 – MARTHA TREMBLAY – (PRESENTATION MOVED TO ITEM 2)

Martha Tremblay, Assistant General Manager for the LA County Sanitation District presented the following:

Wastewater Facilities

- **Governance –** 24 special districts
- **Service Area –** 78 cities & unincorporated areas 847 square miles
- **Infrastructure –** 1,400 miles of sewers; 11 wastewater treatment plants; 10 solid waste **facilities;** Ocean outfall system

The City of Compton is part of district one two and number eight. They appreciate Mayor Sharif's leadership and service in their board districts.

The proposed wastewater increase applies to seventeen districts in the Greater Los Angeles area. This system has seven wastewater treatment facilities. They operate the regional large sewers and the pumping plan. The city typically operates the smaller sewers. Their largest facility is in the City of Carson.

On January 23, 2026, a Public Notice mailer was mailed providing information such as Notice of Public Hearing, Converting Your Water into Resources, Recycled Water, A Potential New Source of Water and Being Part of the Community. There is a protest process and information, if you are a low water user you can get a discount of twenty to forty percent.

How is Districts' Money Spent?

- The districts operate a sanitary sewer system for approximately half the residents of the Los Angeles Count =5.5 million people.
- A sanitary sewer system is essential for public health and safety, and critical to maintaining our quality of life.
- Our vast network of pipes and facilities operate 24/7 and require constant maintenance and upkeep.
- The districts must competitively recruit, attract, and retain well-qualified, trained, and experienced staff with a wide range of technical skills.
- The districts are not immune to rising costs for equipment, materials, chemicals, hardware, and parts necessary to maintain our operations.
- Future infrastructure costs to protect, maintain and improve treatment are significant.

Why Rate Increases Are Needed Now

- Operating costs increased 20% in the last five years. Our rates have only increased 10%.
- Wastewater treatment consumes a lot of electricity and chemicals. These costs are rising faster than inflation.
- Major upgrades for our aging infrastructure and wastewater treatment systems are needed to maintain reliability.
- We are planning for additional treatment that will lead to creating a dependable, new source of reusable water for the region.

How Would Rates Be Adjusted?

- Less than $3 per month increase for a typical single-family home.
- For City of Compton single-family homeowners, the monthly rate increase is $2.17-$2.92.
- A five-year rate adjustment starting July 1, 2026.

Total Annual Cost for Sewer Service in Similar Areas

- LACSD $354
- Inland Empire $527
- San Diego $651
- Orange County $726
- City of Los Angeles $728
- Sacramento $892

What Are We Doing to Control Costs?

- Pursue grants and low-interest state and federal loans.
- Leverage long-term debt to spread large capital costs out.
- Reduce our energy and chemical use through facility technical improvements.
- Negotiate volume discounts for chemical purchases.
- Supplement revenue through sales of reclaimed water and renewable biogas.

The Low-Water Rebate Program Can Save Residential and Commercial Users Money.

- Simple application process at www.lacsd.org/lowwaterrebate.

Industrial Wastewater Rate Surcharges

- Large industrial waste (IW) producers, such as refineries or large-scale manufacturers.
- Approximately 2000 users in the Joint Outfall System.
- Majority of businesses fall under the residential or commercial rate adjustment previously mentioned.
- IW business' total charge will be determined by the amount of wastewater generated by their business volume and make-up.
- IW producers will receive their own separate notice.

Summary

- Rate increases are necessary to cover the higher costs of operations and maintenance. We need to repair and replace aging infrastructure for reliability.
- Rebates and a reduced sewer fee may be available depending on property type and water usage.
- Public comment procedures are explained in the notice sent to residents.

Public Information Meetings

- Meeting #2 Virtual Only – Thursday March 19 at 7PM (Only Zoom)
- Meeting #3 Virtual Only – Tuesday April 21 at 7pm (Only Zoom)
- Meeting #4 Virtual and In-Person – Saturday April 25 at 9am (Zoom & A.K. Warrant Water Resource Facility, 24507 S. Figuroa St., Carson, CA (Optional site tour afterwards)

In-Person Final Public Hearing

- Districts 1, 2, & 8, Wednesday, May 13 at 1:30pm (Los Angeles County Sanitation Districts, 1955 Workman Mill Road, Whittier, CA 90601)

Need More Information?

- Phone – (855) 240-9506
- Mail – P.O. Box 4000, Whittier, CA 90607
- Email – rates@lacsd.org
- Web – www.lacsd.org/rates

She left flyers with additional information and dates. She informed the Council that if they get any questions from their constituents concerning this matter, please refer them to them, as it is their responsibility to address all the concerns from their rate payers.

Mayor Sharif thanked her for coming and making the presentation.

Councilmember Bowers asked when did they anticipate the pure water program coming out?

Ms. Tremblay informed him that they just completed the environmental planning phase. They will be starting the design soon, and it will be ten years or sooner.

Councilmember Duhart inquired about the zoom number that was not provided for the public meetings.

Ms. Tremblay stated that property owners have that information in their parcel, but she will follow up with her staff and make sure they have it.

City Manager Hopkins explained that the $2.17–$2.92 increase would not happen all at once; instead, residents' bills will rise gradually over five years, with each increase being less than $3.

Ms. Tremblay replied that over the course of a year, it amounts to approximately $24 in certain areas. She clarified that this charge appears on the property tax, not on the water bill.

City Manager Hopkins asked have they had any luck obtaining federal grants?

Ms. Tremblay informed them that for Pure Water Southern California they have received close to $200,000.000 in federal and state grants. On the wastewater side of funding there's not much available. They are still looking for opportunities when available.

3. UNDERSTANDING YOUR WATER BILL – GENERAL MANAGER OF WATER – DAVID BENNETT (ITEM MOVED TO ITEM 3)

David Bennett, General Manager of the Water Department, presented the following:

UNDERSTANDING YOUR WATER BILL

- How to Read, Interpret and Manage Your Water Bill

WHY UNDERSTANDING YOUR WATER BILL MATTERS

- Help you track your water usage.

- Prevents unexpected high bills.
- Detects leaks or inefficiencies early.
- Encourage water conservation.
- Ensures accurate billing and fair charges.

HOW WATER USAGE IS MEASURED

- The Compton Municipal Water Department (CMWD), like most California cities, measures water usage in hundred cubic feet (HCF). (1-hundred-cubit foot = **748.052 U.S. Gallons)**
- Meter readers record cumulative use, so the CMWD subtracts previous readings from the current reading to find the current usage.
- Example: If the read for October 2025 was 6 units on your meter and the read on your November bill is 11, your November bill will reflect a usage of 5 units of water consumed.

THE MAIN SECTIONS OF YOUR WATER BILL

1. Owner's name and address.
2. Account information.
3. Usage history.
4. Water and meter reading summary.
5. Sewer charges.
6. Other charges.
7. Special message.
8. Final summary

OWNER'S NAME AND BILLING ADDRESS

1. ACCOUNTANT'S NAME – This is the name of the person or company that has **documented ownership** of the property **or written authorization** from the person who has ownership of the property.
2. ACCOUNTANT'S ADDRESS – This is the address of the person or company that has documented ownership of the property. **This address is not always the same as the service address**, as the owner may be a proprietor to multiple properties.

ACCOUNT INFORMATION

1. Service Address – This is the physical location that is being billed for the consumption of CWD water.
2. Customer Number – This number is a unique identifier used to identify your account and details all financial and service transactions on the account.
3. Reference Number – This number represents the physical route that a service address is on. This is a number that is utilized internally to ascertain the area that is selected for shut off, recordation of the meter reader that serviced the area which helps us to immediately verify a possible MISREAD on the meter.
4. Statement date – The date the bill is actually processed, which can vary by 2-4 business days, depending on the actual date the meter is read.
5. Prior Month Charges – These are all charges that have been accrued on the account prior to the current month. This could be charges that were not completely made from previous past bills.
6. Payments Received – Payments that have been made within the last 30 days.
7. Past Due Amount (Due by 12/08/2025 – This becomes Prior Month Charges.
8. Current charges due.
9. Total amount due.

USAGE HISTORY

1. Provided a chart that displayed usage of water over a two-year span to aid the customer in getting a visual glimpse of their average consumption.
2. The chart helped complete a financial and physical analysis as it displays the unit of measure on the left, the month on the bottom and its color coded to display the year of usage.
3. We measure in hundred cubic feet, whereas each (1) unit of water used = 1-hundred-cubic feet = 748 gallons of water.

WATER AND METER READING SUMMARY

1. Water Service Charge (Readiness to Serve): A fee on utility bills that covers a portion of fixed costs associated with meter reading, billing services and providing availability to SERVE customers with service 24 hours a day, 365 days a year.
2. Water Usage Charge: Tier 1 rate is $2.67 per unit/19 units; Tier 2 rate is $3.10 per unit/20 units.
3. Utility Users Tax (10%): Local tax imposed by individual cities and counties to generate revenue for municipal services like fire, park, law enforcement, etc.
4. Water Improvement Charge (CIP) – Funding used to enhance infrastructures and services provided by the utility. These include pipeline upgrades, treatment facilities, engineering services, risk assessments and security measures help to ensure reliable and efficient service per Ordinance #2182.

SEWER CHARGES

Sewer Improvement Charge (CIP) – Funding used to enhance infrastructures and services provided by the utility. These include sewer and storm drain infrastructure rehabilitation and repair projects (including trunk lines, manholes and lift stations), per Ordinance #2183.

OTHER CHARGES

1. Late fee: - This is a fee that is assessed when a DUE or PAST DUE bill has been exceeded by 21 days.
2. Adjustments: - Will display charges for shut-off or any bill credits to the account.
3. Misc. Fees: Currently only additional waste containers.

COMMON REASONS FOR HIGH WATER BILLS

- Undetected water leaks (toilets, irrigation systems, faucets).
- Seasonal Changes (gardening, pools, water activities).
- Increased household occupancy.
- Faulty meter readings or estimation errors.
- Tip: Track your monthly usage trends on your bill.

HOW TO CHECK FOR LEAKS

- Monitor meter when no water is running – if it moves, there is a leak.
- Check toilets, for leaks using the food coloring test – it involves adding a few drops of food coloring to the water in the toilet tank and waiting for a period of time to see if the water in the bowl picks up the color. By using this method, homeowners can quickly determine if their toilets are leaking and take necessary action to fix the issue before it leads to increased water waste and higher water bills.
- Look for damp spots in the yard.
- Compare usage to previous months.

FACT SHEET

1. Q: Why were the late fee amounts posted next to adjustments?
   A: This was due to a system error created due to the software update for SB998 in 2020 (Changing the due date from 30 days to 60 days). Our software billing vendor, Springbrook, was alerted and corrected the error 12-8-25.
2. Q: When is a late fee applied to my account?
   A: A late fee is applied to your account 21 days after the bill is sent to you and if the past due amount is $15 or more.
3. Q: Why did the back of the "Past Due" notice reflect fees that were different than our master fee schedule increase of Ordinance #2345 on 5-16-23?
   A: Our vender Infosend was not aware the information was not addressed but once alerted immediately made the correction 1-7-26.

CONVENIENT PAY OPTIONS

1. By Mail - Dept. LA 23194, Pasadena, CA 91185-3194
2. In Person – City Hall, 205 S. Willowbrook Ave., Compton, CA 90220 (7am-6pm)
3. Drop Box – 24-hour access, 205 S. Willowbrook Ave., on City Hall porch
4. By Telephone – Dial 310-605-5524 choose option #1
5. Pay Online – www.comptoncity.org

Mr. Bennett thanked everyone for their time and patience.

Councilmember Bowers stated information may only be provided to the property owner. Could you please advise on the procedure should the owner pass away?

Mr. Bennett stated that they must close the existing account, open a new one in their name, and provide evidence of property ownership.

City Manager Hopkins added they can also come in with a death certificate showing that they are responsible for the estate.

Councilmember Spicer asked shouldn't Liberty Water be present for this presentation? This presentation doesn't necessarily pertain to the residents that do not have Compton Water.

Mr. Bennet responded there are three additional water providers. If the Council wishes, he can contact them to arrange for presentations.

Councilmember Bowers agreed it was appropriate and asked when the water and sewer bond from the previous administration would be removed from the water bill.

Mr. Bennett stated he's not sure, but he believes the year is 2039 he would have to look up the ordinance.

Councilmember Bowers asked since water improvements haven't been made in a number of years how much was collected and where are we now?

Mr. Bennett replied he could only tell him that with the redistribution system they have rehabbed a total of seventy percent of the distribution system. As far as the wells they are rehabbing all of them. They are in the ninety percentiles right now rehabbing the wells. In a sense of percentage, he can tell him that but as far as how much collected he would have to have a financial analysis give him that information.

Councilmember Spicer inquired about the process for senior citizens who need assistance with paying their bills. He mentioned that his ninety-five-year-old aunt often relies on him to come in and pay her bill and wanted to know how this situation would be handled in the future.

Mr. Bennett replied that a person can sign a letter of authorization and they can assist them. They can also include medical information, and they can note that in the file.

Councilmember Spicer asked if late fees applied if a partial payment is made a month prior to.

Mr. Bennett replied yes if it is $15 or more past due. After twenty-one days the late fees apply.

Councilmember Spicer mentioned that his presentation included common reasons for high water bills. He asked whether this information would be attached to the water bills.

Mr. Bennett stated he doesn't believe it's in the mailer, but it is online.

Councilmember Spicer requested that it be attached to the water bills. He also noted that Mr. Bennett stated that residents can email him, but his email address was not provided.

Mr. Bennett provided his email address dbennett@comptoncity.org. He stated that next week he will pass out business cards to all present at the meeting because he is here to serve.

Councilmember Spicer asked if there were any plans to be consistent with the statement date?

Mr. Bennett replied, without having a cellular system it will always waiver two to four business days because the number of days in each month varies.

Councilmember Spicer asked how does not being consistent affect the residents.

Mr. Bennett indicated it will give them additional days to pay their bill because it would normally push it forward. They do have a schedule to read the bills, but they never read it prior to that

schedule. Bill pay might affect the situation because with bill pay you schedule a date to pay the bill. They are going to work out the kinks when bill pay is in migration.

Councilmember Duhart asked if there is a married couple and both names are on the home but only one name on the bill could one add the spouse to the account so that if there is an issue when they call in they will be able to provide them information without starting the process all over again.

Mr. Bennett replied yes, they can.

Councilmember Darden expressed gratitude to Mr. Bennett for his presentation, noting that she had requested it for some time to ensure transparency with local residents. She praised his efforts and thanked him for sharing all the relevant information, though she raised one concern; there hasn't been a water rate increase since 2011, even though bills from the Water Replenishment District and Metropolitan Water District have gone up considerably. Understanding their infrastructure is aging, Councilmember Darden acknowledged that a rate hike will eventually be necessary. She also asked Mr. Bennett to confirm if 2011 was indeed the last year the water rates were increased.

Mr. Bennett replied yes, it was 2011.

Mayor Sharif asked how many meter readers do they have in the city?

Mr. Bennett replied four, three consistently read, one does work orders, meter verifications, etc.

Mayor Sharif inquired about the types of training being offered to meter readers.

Mr. Bennett replied, hands-on training and seminars.

Mayor Sharif thanked him for the Bill Pay System. She has been waiting for it for a while. Hopefully it will make things more efficient.

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Gizelle Ziragosa, a community health worker at Harbor UCLA Medical Center and represents the South L.A. CPR Initiative. This community-driven program is dedicated to increasing cardiac arrest survival rates in Compton. The initiative believes that every resident should possess the knowledge and confidence to perform CPR. Recently, they have expanded their CPR training sessions to include both English and Spanish. If you or someone you know would like to learn CPR and how to use an AED, please attend the free CPR and AED session in English this Saturday at Dollarhide from 10:00 am to 12:00 pm. Follow @southlacprinitiative on Instagram.

Miller Martin applied to join the Olympic Committee but was deemed unqualified, despite 25 years in entertainment and radio DJ experience. He wanted to bring high-profile events to attract visitors and boost the city's revenue, but feels this direction isn't being pursued, noting a missed opportunity during All-Star weekend that Compton should have capitalized on. As a result, they lost one million dollars. He hopes his application, submitted a month ago, will be reconsidered, emphasizing his long-term commitment. Additionally, he requests that Councilmember Duhart address an overgrown eight-foot bush obstructing the sidewalk on Stockwell.

Abril Villaneuva from district two requested a Town Hall Meeting for the city to explain what happened in district two during the 2021 elections and to discuss the new information that the voter fraud charges were dismissed. As voters and residents in district two, they deserve answers, clarity and restored trust in their election system as they head back to the polls. She needs to clarify the distinction between City Council social media and personal account pages to ensure that there’s clear separation between official, community and private pools from City Council Officials about what’s happening in their district. She feels the lines have been crossed. There is a lot of work that needs to be done in the voter process. Please treat their elections fairly and respect their votes.

Hortensia Rodriguez from district three spoke concerning the parking permit follow-up in Richland Farms. When will they consider getting the citywide study? She would like them to take into consideration that the parking regulations will reflect the study as biased since the change was already implemented to the Richland Farm community prior and will not be fair to the Richland

Farm community. There should be no active restrictions until thoroughly assessed. The purpose of this parking permit was to avoid other violations. The city should consider implementing a direct hotline for Code Enforcement to address violations. Where is all the revenue going? What is the true reason for the parking permit?

Crystal Gutierrez lives in Richland Farms. A few weeks ago, she agreed to the parking program as long as they made it better for Richland Farms. Today she asks for termination of the parking program. It's been weeks since the community of Richland Farms have been there asking for change and nothing has been done. The majority of the residents have been affected in many ways such as paying for parking tickets, even though their parking permit is placed in their vehicle, paying for family gatherings and paying for temporary parking permits weekly for family members that live in their home. This program has never made sense. Its rules are unfair to the community and attempt to control both our neighborhood and home traditions. She is upset and, as a resident, calls for the parking program to end.

Pauline Brown presented an overview of the Compton 125 Historical Society's impact from 2013 to the present. The Compton Historical Society was officially founded in 2014, building upon the foundation established by the Compton 125 Project in 2013. What began as a citywide commemoration developed into a permanent preservation initiative. Over the past thirteen years, the organization has operated not only as an exhibit-based entity but also as a structural, archival, and preservation institution dedicated to safeguarding Compton's historical records. Its activities include archival collection and conservation, oral history documentation, and the "Spirit of Compton" tours, which have been active for over a decade. The monthly "Voices of Compton" program features authentic stories and a speaker series highlighting real people and events from Compton's history. Since 2014, the Society has maintained consistent governance, structured leadership, and uninterrupted programming.

Rev. Charles Brown from 125 Historical Society thanked Mayor Shariff and Councilmember Duhart for their presence and their participation at the Black History Celebration last Saturday at Gonzales Park. He's concerned about an item that should be on the agenda today in regard to some historical property they have obtained that was originally at the Heritage House. They want to make sure Council approve it so they can get it out of their storage and pick it up from Northridge Historical Society. He informed the Council that the 125 Historical Society is eager to work together with them on establishing a much-needed Preservation Ordinance, which has been overdue for some time.

Maria Villareal from district one stated that as the president of the Latino Chamber Council she strongly believes that it is important that each councilmember host a business round table in their district. Their chamber represents hard-working business owners who are deeply invested in the success of the city. They create jobs, serve families and contribute to Compton economic growth however many business owners express the need for clear communication, direct access to leadership and timely answers to issues that impact their daily operations. Business round table would provide a space for consistent dialogue. They will allow council members to hear about their problems firsthand. The Chamber stands strong and ready to facilitate and promote the round table dialogue.

Patricia Gonzalez VP of Compton Latino Chamber of Commerce asked why all chambers don't work together. They are open to it, they welcome an open and respectful discussion about how they can collaborate whether its supporting grand openings, supporting business mixers, sharing resources and showing up for major community initiatives. Collaboration does not mean competition, it does not mean taking credit from one another and it does not diminish any work. Support is mutual when Chambers collaborate, our business benefit, when businesses benefit residents' benefit. When residents see unity, they gain confidence in the leadership serving them. Their goal has always been to serve equally, uplift collectively and strengthen the local economy together. Latino Chamber of Commers stands ready to have the conversation openly and respectfully and with the best interest of the entire community. On March 7th they will be hosting a Business Site Survey, On March 12th there will be a New Art of Living Presentation at 6pm, on March 17th there will be a Membership Drive at 10am, on March 18th there will be a Community Meeting at 6pm, on March 19th there will be a Know Your Rights Workshop with CHIRLA.

Sheila Smith from district one. She cannot wait for the parking permits to come to district one. She disagrees with how many parties they can have for their children. Often times when she pulls out of her garage cars are illegally parked blocking her driveway. She's tempted to pay and have

her whole street painted blue for handicap parking to keep people from parking in front or on the side of her house because she would love to have company at her house, but she can't.

Jose Marquez asked for transparency. They have not heard anything concerning the workshop. Elections are coming soon. Councilmember Spicer, Mayor Sharif y'all need to work for the community. Thank you Mr. Bowers, you have been helping out and getting involved. You are true Council. You are honest and he likes honesty. They want to unite and make the city better, therefore they need to start listening to them because they put them there. When he started it was just him now, he has people backing him because the people want change.

Erica Pinero from district four. They have a lot of concerns. They have a lot of potholes the kids can't even walk on the sidewalk because of 3-4 feet dips. They have a lot of homeless people breaking into their cars. The kids can't come outside because the homeless are running around half naked. They have apartments, churches, and a mortuary on the corner so parking is limited. They have elderly people on North Spring that are handicapped and the sidewalk is cracked. It has been that way for three or four years. They have six or seven people that are repairing potholes that only last a couple months with the rain.

Floyd Smith represents residents of the Midland Park Community in East Compton, located in tract 4828. He is present today because his community was not invited to the Habitat Health and Kaiser Open House held on February 28th at 1005 E. Rosecrans. Although the event was promoted as an open house for seniors, none of the seniors or families residing in Midland Park were notified, despite the facility being located within their tract and having a direct impact on their neighborhood. Meanwhile, the Mayor, two city council members, and commissioners were given an opportunity to tour the facility prior to the public event. Mr. Smith requested clarification as to why the community closest to the project was excluded from an event intended for them. Additionally, Mr. Smith expressed concern regarding the concentration of medical facilities within a quarter mile in East Compton, providing a list of existing facilities. He respectfully asks for an explanation as to why Midland Park residents were not included in the invitation.

Sidney Smith respectfully requested an explanation as to why Midland Park wasn't invited to the Grand Opening of Habitat Health and Kaiser Open House with leadership attendance on February 28th. A review of why so many medical centers are being placed in one small area without community engagement. He requested a commitment to the future development in tract 4828 include direct notification to the residents that live there.

Shelby and Janice Jones stated they are proud homeowners in Richland Farms since 1996. They want it to be known that they are in absolute favor of the parking permit program. The city looks more organized, it's very clean now, the parking rules also help to regulate how many parties a person can have, which limits the traffic and decreases the noise. They have neighbors that have many cars and on any given day there are cars all up and down the street. People leave trash where they park. After parties there is trash on the ground. The biggest thing is her husband for many years has to ask the neighbor to move their cars, so they put their trash out. They often have to wait until they move their cars but what if they would like to place their trash cans out early that day. They think parking permits are a great thing.

Sanchez Hall, she is running for Assembly District 65. She is the only Latina in the running. She listens to and hears everyone. She is looking forward to working with them in the near future. (She spoke in English and Spanish)

Mark Carlos represents district three. He is a volunteer for the Student Program for the Jr. Equestrian. It's a program that utilizes horsemanship to build strong individuals within the City of Compton. The parking program is getting pretty intense. It's about the fourth time they have been around. The fact that it is a Pilot Program and the fact that residents were not able to vote on it is definitely suspect. Enforcement should always be utilized in a way that is sufficient for the residents. If it's only affecting one particular neighborhood it is a biased situation. They are depriving people of family community. Place it on the ballot and allow them to vote.

Bishop Guillory thinks that in a democracy where you have respect when you get up and say something you listen to the other people. You don't let your phone ring and talk over the people. You have your opportunity to speak. Respectfully when the Council has its comments they have already spoken and we are unable to rebuttal. When I walk out the door and a Council member says something after I said what I said, it makes me think that you may have a one-on-one debate

to discuss what you have done and what you haven't done. These people are upset because parking is a problem yet you're being good and honest. There are people approaching the podium talking about getting Galvin his case overturn. What about David Blake who is in prison for fifteen years to life for working for a Councilmember and doing work after hours at a place he wasn't supposed to be. If we are going to be fair be fair but don't throw rocks and hide your hands because he doesn't care, let the voters decide. If they are going to stand on a culture let that culture be for everybody.

Marjorie Shipp is a sixty-five-year resident of Richland Farms. She has seen the good, bad and ugly. It is not a race thing for her it is a quality-of-life issue. Kids cannot walk to school and walk on the side of the street. They have to walk in the middle of the street. If there are over four hundred residents that signed to get the parking permits, what is the issue, why are they having this discussion? If they are going to implement it, do so. If they are going to tweak it later, tweak it. The quality of life has improved. They are living in a lawless community. Loud parties, cock fights and milk sales, all of those are illegal. If they are going to tweak it don't tweak it where they can't have a quality of life. There are codes and laws on the books to live by.

Martha Barajas from district one. She runs an organization with a great team of volunteers called United Hands at 139th and Wilmington. Mr. Tony Ward should bring his tail over there so she can see his face because he has a personal agenda with her. She spoke to the previous City Manager concerning the tickets she has been receiving. She spoke with City Manager Hopkins regarding them being allowed to park the truck at that location, however they receive a lot of tickets. She presented tickets totaling close to $2000.00. The truck had expired tags from last year they stole the truck and took the catalytic converter. They serve the community and want to continue but with all of the tickets they can't. There are organizations that have nonprofits in Compton, they give them a building for one dollar parking and everything. Can they just be fair across the board?

Brenda Castillion addressed the parking permits indicating their remains significant confusion among Council and residents concerning the details of the ordinance. To assist she provided copies of the ordinance along with the information that was distributed to their home. It is vital that the Council and City Manager are aware of the materials being distributed in their community. She requested that they terminate enforcement of the ordinance until the second Town Hall Meeting is held and both parties come to an agreement. It is essential that the community's concerns are heard and addressed. How many homes are affected by the ordinance and how many have applied for the permits? Some only applied for the permits to avoid receiving citations not because they agree with it. They are violating their First Amendment Rights. Listen to the community and provide more logical solutions and terminate the parking ordinance until they do so. She provided six copies for the Council.

Tanya Lewis from first district asked Councilmember Duhart to bring the parking permits to the first district. They need to know what's going on with the water wells. Didn't they give out money last year to continue working on the water wells. She addressed Mayor Sharif stating, "you are running for election you to need be seeing where the money is going and the conditions of the water wells". They need to do that immediately before she is out of office. She addressed Councilmember Bowers as Jonathan and asked if he could explain to her if there is a camera on Wilmington and Greenleaf. What is happening with cameras, are they working? They are giving out money, yet they don't know what's happening.

Councilmember Bowers and Mayor Sharif asked the City Manager Hopkins to address the issues Ms. Lewis raised.

City Manager Hopkins stated that when Mr. Bennett made his presentation, he gave a percentage of completion but they are going to be doing a yearly review in about two weeks and they will cover all of the information in the presentation.

Daniel Zepeda earlier today they brought someone in to do a presentation concerning water bills and usage. That is the same kind of presentation they need to do for the parking permit issue. They need to do a case study and make sure how it's going to affect the community positive and negative, however nothing has been done. There are residents complaining about people parking in front of their house. It's a public street, it's legal you are allowed to do so as long as you pay your tags. If someone blocks your driveway and you have their car towed, he agrees with that because that is illegal. We all need to work together. They are charged $100 per party, two parties

per year, twenty vehicles only. They need to come to an agreement and do the workshop to avoid the chaos that the parking permits will cause.

Nathanial Bryant claimed that the parking issue is not what it is portrayed. They should come out and walk the streets before it's implemented. They are violating people's rights. He addressed Councilmember Bowers indicating he should come and put the help down. He informed Councilmember Spicer that he was running for Mayor.

Jose Zaragosa stated he was representing his parents concerning the parking permits, it is unfair. They shouldn't have to pay for parking, and they should have more visitor passes as well as the two annual events. He has not seen any parking issues in his community. Please terminate the ordinance and focus on what their community needs. He would love to see them do positive things like put up support signs and create a safe space for them to ride their horses.

Missy from third district addressed Madam Clerk, indicating she watched the meeting and she was very disappointed. They revealed a lot of unpaid bills. Why are the bills being paid late and they have all the revenue coming into the city. Do they have an RFP out for a Controller? Is Jenene still on payroll? She left Michigan and came with luggage owing over hundreds of thousands of dollars. She did not come to the podium to defend herself. She should not be on payroll making $364 an hour. She is not representing them they did not appoint her and her contract expired. They do not need any more nonprofits running out of Dollarhide because they don't belong to Councilmember Andre Spicer.

Vanessa Cain asked what's going on with the credit card investigation. Why is he still sitting there? They need to have that resolved before the election. They do need a parking permit presentation. They also need Public Safety to come in as well as Building and Safety. There are many departments that need to come in and be a part of the parking situation. There are illegal housing being built, blocking up sewer system and vending on the street where oil is being poured down the drain. They need an assessment, but they need a full assessment not just parking.

Pedro Rodriguez today is six months and one week that he has been complaining about no U-turn on Alondra between Wilmington and Central. He wanted to know how much longer he has to wait for answers. Please help them and take a look at it. Show some concerned or remove the center divider. He wants them to consider removing the sign.

Mayor Sharif asked City Manager Hopkins to reach out to Public Works and address the issue because he has been there several times complaining.

City Manager Hopkins replied he would do so.

Diana Zaragosa addressed the parking permit issue, stating she find everything with the parking situation highly unfair and inconsiderate because they didn't ask their opinion. Her family has paid so much in taxes and shouldn't pay for parking. They need sidewalks. They can't be out on their horses. They should remove the parking permit. It's preventing her family members from visiting and her parents from having birthday parties. They have to pick and choose who they want to celebrate. They are not focusing on other areas, just them.

Maria Ortega (by interpreter), she got her permit January 2, 2026. The police stopped her on Central and 135th. The officer told her he was stopping her for not having her placard. He asked her why she didn't stop? He gave her two violations. Yesterday she left her car inside because the trash truck would pick up. She received tickets because her tags expired. Her car was towed away and today she went to pay $357. She went to the Sheriff yesterday next door. Her car should never have been towed because she has her permit.

Omar Rashad Bradley read… others complain that new parking rules hinder their ability to feed trucks and other vehicles needed for hauling agricultural products. They view the move as yet another attempt to get rid of their animals but former Councilmember Yvonne Arceaneax, a Richland Farm resident for over thirty years, stated that the restrictions are needed to ensure that the neighborhood remains safe for all residents. She stated that at times the community have been plagued with problems such as illegal cock fighting, dog fighting, gambling, poor animal maintenance, even illegal sales of cow milk spiked with alcohol. This came from this is a L.A. Times article of February 20, 2011. He's watching his community get divided, but this is not a

Black issue, this is not a brown issue, this is an inactivity issue and now our community have reached a feverish pitch where people are clashing.

Mark Smith raised concerns about ongoing environmental and dumping issues near the 2700 block of West Alondra.

He urged the council not to let community separation lead to community degradation and asked for solutions or a "happy medium" regarding local concerns. The main issue discussed was illegal dumping near a landfill or hazardous area, especially dumping into storm drains.

He said that after the property is mowed, especially at night, something that appears to be methane is emitted and described it as not being fog. He said this happens after every cut and asked again about whether soil samples are being taken and whether the public can be informed about what is happening around the hazardous area.

He also said illegal dumping continues because people see the area as already neglected and treat it as permission to dump more waste, essentially "dumping on top of a dump." He noted that a previous camera helped deter dumping and asked the city manager to bring the camera back to prevent the problem from getting worse.

Fidel Marquez from district one informed the City Manager that the potholes on Central and the 91freeway are killing his tires. He noted that he asked the attorney that did the Know Your Charter presentation for clarity on if commissioners being allowed to run for elective office. He informed him that he needed to give that matter to City Attorney Jenene McIntire. Did anyone hire Jenene McIntire on the dais? He is a volunteer for United Hands and that is a hard job. Martha is out in the sun and rain. She's feeding people out of her own pocket. They need to help her dismiss the tickets she received. They need to address the Councilmember in district two having illegal parties at his so-called business with a murder there. They need to get their Charter Committee. He urged residents to please apply.

Lynn Boone agreed with Fidel. She stated it's not just these meetings that are illegal it's all the Commission Meetings and the Block Club Meetings. They have no legal representation. Mr. Hopkins is only there. They have nothing do with hiring a City Manager he is supposes to report to the Council and shouldn't have anything to do with the people in the audience. The issue in Richland Farms is over twenty years old. They need a real study, they need a consultant that Councilmember Bowers asked for last week. An outside consultant, no one that's familiar with Mr. Hopkins. She appreciates Ms. Shipp, the good the bad and the ugly, however "Ms. Shipp what about when you were training the Hispanic people on how to vote on the machines and had them vote for Eric Perrodin and those ballots were turned in?" What is that? Good, bad or ugly? Things need to change, and if people dislike what's happening, their concerns aren't being heard. There's a man in charge who seems completely disengaged, so it's essential to vote for change. Councilmember Spicer should provide the City Clerk with the certificate he received upon winning his seat or at least show it to the City Clerk.

Carmen Nunez last week she felt invisible. She felt that they were ready to vote on the parking issue without taking into consideration all of the people that were there. It's not nice to feel invisible she is a person. There are other issues and ordinances that need to be addressed other than not having visitors pay to park. She sees them, she hopes they see her.

Mayor Sharif announced that the Townhall Meeting will be this Friday at 5pm at Dollarhide. Come out and share your concerns.

City Clerk Zurita advised Mayor Sharif that she would make sure it's posted on the website.

CONSENT AGENDA

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

AYES: **Councilmembers – Duhart, Spicer, Bowers, Darden, Mayor Sharif**
NOES: **Councilmembers – None**
ABSENT: **Councilmembers – None**

CITY FIRE DEPARTMENT

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ESTABLISHMENT OF A PURCHASE ORDER TO UCLA CENTER FOR PREHOSPITAL CARE TO ATTEND THE PARAMEDIC PROGRAM AND PROVIDE ADVANCED LIFE SUPPORT (ALS) SKILLS AND EMERGENCY CARE TO FIRE PERSONNEL FOR THE FIRE DEPARTMENT ($57,000.00) **(Approved Resolution #26,376)**

PUBLIC WORKS DEPARTMENT

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE EXISTING AGREEMENT WITH NEW WEST LANDSCAPING TO INCLUDE ALLEY WEED ABATEMENT SERVICES, TO INCREASE THE COMPENSATION AMOUNT BY NINETEEN THOUSAND EIGHT HUNDRED DOLLARS ($19,800) FOR A TOTAL COMPENSATION OF FIFTY THOUSAND SEVEN HUNDRED SIXTY DOLLARS ($50,760) FOR THE REMAINDER OF THE AGREEMENT, AND TO AUTHORIZE A PURCHASE ORDER WITH NEW WEST LANDSCAPING IN AN AMOUNT NOT TO EXCEED FIFTY THOUSAND SEVEN HUNDRED SIXTY DOLLARS ($50,760) **(Approved Resolution #26,377)**

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ESTABLISH A PURCHASE ORDER WITH TAJ TRADING CORPORATION FOR THE PURCHASE OF OFFICE FURNITURE, OFFICE EQUIPMENT AND INSTALLATION OF A CUSTOMER SERVICE COUNTER IN THE AMOUNT OF THIRTEEN THOUSAND THREE HUNDRED FIFTY-FOUR DOLLARS AND FIFTY-EIGHT CENTS ($13,354.58) **(Approved Resolution #26,378)**

REGULAR AGENDA

CITY MANAGER'S REPORT

7. REQUEST TO AUTHORIZE TRAVEL FOR ELECTED OFFICIALS – 2026 CITY LEADERS SUMMIT – SACRAMENTO, CA – APRIL 22, 2026 – APRIL 24, 2026

Councilmember Spicer is the only member of the City Council who will not be attending the 2026 City Leaders Summit.

On Motion by Spicer, seconded by Darden, to authorize Travel for Elected Officials to the 2026 City Leadership Summit was approved by the following vote on roll call:

AYES: **Councilmembers – Duhart, Spicer, Bowers, Darden, Mayor Sharif**
NOES: **Councilmembers – None**
ABSENT: **Councilmembers – None**

UNFINISHED BUSINESS

8. DISCUSSION AND DIRECTION: SPECIAL LEGAL COUNSEL

City Manager Hopkins reported that nine firms responded to the Request for Proposals (RFP) for special legal counsel services. Two firms subsequently withdrew from consideration, leaving seven firms for review. He further reported that most of the remaining firms have appeared before the City Council and provided oral presentations.

Councilmember Bowers nominated Olivares Madrugo Law Organization

Councilmember Duhart nominated Sanders and Roberts

Councilmember Spicer nominated Leal Trejo

Councilmember Darden nominated Nossaman

Mayor Sharif provided direction to City Manager Hopkins to place an item on the March 10, 2026, City Council agenda for consideration and possible action regarding the selection of special legal counsel services.

NEW BUSINESS

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION 26,361, RE-ADOPTING, RATIFYING AND AMENDING THE FY 2025-2026 BUDGET FOR THE ACCEPTANCE AND 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) **(item tabled for further questions from Anthony Ward)**

On Motion by Spicer Second by Duhart, discussion was held by the City Council regarding the matter. No action was taken.

Mayor Sharif asked will any portion of the grant be used to make sure certain cigarettes will not be sold in the City of Compton.

Mr. Woods replied, "Yes" it's geared to go out for inspections.

Councilmember Bowers asked are they paying the Sheriffs overtime?

Mr. Woods replied "Yes" they will have to bring in the Sheriffs, to seize those illegal products.

Councilmember Bowers asked, couldn't it be done while they on duty? That doesn't make sense to me.

Mr. Woods noted he could not answer that Mr. Ward in code enforcement would have to provide that answer.

Councilmember Bowers inquired about the $600 machinery and equipment.

Mr. Woods replied it's for iPads or whatever materials they need.

Mayor Sharif asked for the officers.

Mr. Woods replied "Yes, grant only allows one to two iPads."

Councilmember Spicer states I think we should table this.

Councilmember Bowers inquired as to which ordinance are they using state or county? Because owners are complaining.

Mr. Woods replied they are using state because the state is funding the program.

Councilmember Darden, they will not risk losing their funding by continuing will they.

Mr. Woods replied "No ma'am."

On Motion by Spicer Second by Duhart

COUNCIL COMMENTS

Councilmember Duhart offered the following communications/announcements:

- Last Saturday she attended a Black History celebration in collaboration with the 125 Historic Society and Key of Knowledge Community Development Corporation. The theme for the event was A Blast from the Past Moments Movements and Milestones. The event honored the powerful historical culture and achievements that continue to shape the Compton community. She thanked the presenters who shared their insight and experience including former City Attorney Legrand Clegg, former Council Woman Tana McCoy, the honorable Judge Kelvin Filer and Mayor Emma Sharif. The program served as a meaningful reminder of the enduring contributions of those who paved the way and the responsibility they share to preserve and celebrate our selective legacy.

- In honor of Women's History Month, they celebrate Kimberly Iodoky, a trailblazing Aviator from Compton whose courage and determination broke barriers at a young age. At just fifteen years old she became the youngest African American woman to complete a transcontinental flight across the United States honoring the legacy of the Tuskegee Airmen while inspiring youth nationwide. Kimberly's journey exemplifies excellence, perseverance and the power of representation reminding us that women, especially young women of color can soar beyond limits and redefine what is possible.

- On March 11, 2026, from 1pm to 3pm at Dollarhide Community Center she will be co-hosting a Women's Tea in collaboration with the Recreation Department and the Commission on Aging. This event will be held in honor of Women's History Month to honor senior citizens. If you or someone you know would like to participate, please call 310-605-5688 to sign up.

- Earlier a resident mentioned that she should be having business roundtables for district one, however Councilmember Darden hosts a quarterly business round table. It's for all businesses no matter what district you're in you are invited to participate in her business round table. The information that she provides is across the board. She has a quarterly business round table she encouraged all businesses to attend Councilmember Darden's business round table.

- She thanked everyone for coming out. She thanked everyone for speaking up and working together to strengthen the community and moving the city forward. She advised the citizens they are the eyes and ears of their community and their voices matter to her.
  She reminded everyone to always remember to eat, shop and buy Compton, a safe, clean and friendly city.

Councilmember Spicer offered the following communications/announcements:

- Last Thursday they had a Town Hall in regard to ICE. He thanked everyone that came out to participate Immigration lawyers, Atty. McIntire, CHIRLA and Latino Chamber of Commerce. They will hold it again. They did not come to a conclusion so they will continue to have the meetings until they do so.

- On March 28, 2026, at Dollarhide Community Center the Top Ladies of Distinction, Hub City and Carson Chapters will be hosting a Blood Drive from 8am to 2pm. To schedule an appointment visit redcrossblood.org.

- On Saturday April 4, 2026, they will partnership with Children Striving Together and DCX The Culture for their Annual Easter Extravaganza at Lueders park, located at 1500 E. Rosecrans starting at 12 noon.

- On April 12, 2026, The TaTa Chapter of Omega Sci-Fi will be hosting their talent hunt 2026; poetry, ballet, modern dance, vocal and instrumental songs and art are all welcome. If you are interested in participating, please email craig@heartinthehouse.com.

- On April 17 and 18, 2026, they will be hosting a Father Con Event. The sixth conference in a hybrid event. There will be workshops, and speakers on a variety of topics relevant to fathers, families, safety and the well-being of children. On the 17th they will be doing a screening of the film made by local film makers. On the 18th there will be three breakout

sessions, a keynote address and a number of resources. This event will be held at Dollarhide Community Center.

- On April 30, 2026, they will host the next Expungement and Resource Fair at the Dollarhide Community Center from 10am to 4pm. They do the expungement clinics at least twice a year. So far, they have helped over six hundred residents, helped to house over one hundred twenty residents and two hundred fifty residents were all employed from the Expungement Resource Fairs and they will continue to do them while he is in office. He appreciates all who participate. Have a blessed night.

Councilmember Bowers offered the following communications/announcements:

- He thinks what's happening with Martha Barajas is excessive and the Council needs to look into why she's receiving multiple citations. She feeds thousands of people and she's a benefit to our community. We should not be abusing her. We should be assisting her with feeding people in their time of need.

- Asked City Manager Hopkins if the cameras at Greenleaf were working or not. What's the status?

- **City Manager Hopkins** stated that the cameras on Greenleaf do not work. It's the old camera system and it is not operational.

- **Councilmember Bowers** asked were they going to get the LBT cameras for the hot spots like the dumping sites.

- **City Manager Hopkins** noted they have other cameras in the works they just had a meeting yesterday. They have a citywide camera system coming and there will be more on that when he does the presentation.

- **Councilmember Bowers** asked if the traffic calming devices have been ordered for Greenleaf and Wilmington.

- **City Manager Hopkins** stated that it was correct they already have them on hand. They are waiting on the consultant to complete the assessment of the exact placement, but they have more than sufficient calming devices on hand at this time.

- **Councilmember Bowers** noted they requested the soil sample report from the Alondra dump site. He would like to know the significant contamination

- **City Manager Hopkins** stated he would make an inquiry and see what they can get.

- Concerning the parking he requested that they have a citywide evaluation and present that in public form. That's what he originally requested and that's still his preference.

- On March 7, 2026, from 10am to 2pm at Dollarhide Community Center the Compton Alumni Chapter of Delta Theta Sigma Sorority, Inc. sponsored by his office, will host a free CPR and AED Training Course. The training is free and open to all residents, registration is required. Registration is //form.jotform.com/260225798678069 or you can call his office at 310-605-5537.

- He recognized Westcoast Lions for their outstanding work they continue to do with the youth at Walter Tucker Park located in the third district. They host an after-school program three times per week where young people help and maintain a youth led garden and participate in cooking lessons that teach valuable life skills. This work and partnership with our Parks and Recreation staff is making a real impact on Sunny Cove and surrounding neighborhoods. They also provide a free food distribution on Thursdays serving families across the city. Thank you for your continued service to the youth in our community.

- Honored the life of longtime Compton resident Mr. Thomas G. Bender. Mr. Bender was a proud member of the community for more than thirty years and dedicated many years of

hard work through his career with Alameda Construction. On behalf of the city, we extend our sincere thoughts and prayers to his wife Mrs. Binder along with his friends and family during this time.

- Announced the Townhall Meeting for the Parking Permits on March 6, 2026, at 5pm at Dollarhide.

- As always through community, unity partnership and service we will continue building a stronger Compton together.

Councilmember Darden offered the following communications/announcements:

- On March 3, 2026, her office participated in the Compton Entertainment Chamber of Commerce Business Mixer at the America Job Center of California. The meeting highlighted the California legislative activities in Mike Gibson Assembly District and also State Senator Laura Richardson District.

- March 7, 2026, from 10am to pm Compton College, Compton Unified School District and the City of Compton are coordinating a Career Fair at Compton College, located at 1111 Artesia Blvd. There will be free workshops, resume writing, interviewing and free professional head shots. Anyone seeking employment please attend the Career Fair.

- March 7, 2026, at 10am there will be an Epic Grand Opening and Ribbon Cutting Ceremony. Join Chef Robinson for an exclusive VIP event officially opening the doors to Lets Eat Soul Food Restaurant. Experience the flavors and traditions and the warmth of community in their brand-new home at 546 W. Compton Blvd.

- Mrs. Joyce White Shipman, mother of our former employee Belita Shipman, Firefighter Michael Shipman and grandmother of Ayanna Davis services are as follows: March 17, 2026, at New Philadelphia AME Church located at 6380 Orange Ave., Long Beach, CA.

- Happy Birthday to our Compton employee Delores Jones, whose birthday is today, Mr. Reginald Dunn, Deputy Fire Chief, his birthday is the 28th and her daughter Michelle Green is on the 5th.

- Two residents in our city are celebrating milestone birthdays this weekend. They are Ms. Delores Zurita and Mr. Roosevelt Lewis who will be turning 90 years old. Happy Birthday to both of them.

- She requested that the City Manager schedule a Budget Hearing on a Saturday to accommodate individuals who are employed and unable to attend the early sessions.

- She closed in memory of Mr. Alfred Dodson, former employee of the Compton Fire Department affectionately known as Double A. Church services will be at 11am on March 31, 2026, at Loveland Church located at 17977 Merrill Ave., Fontana, California.

Mayor Sharif offered the following communications/announcements:

- Her office received and is reviewing the March 2026 Maintenance from Cal Trans District seven which outlines planned roadway maintenance across Los Angeles and Ventura Counties including activities within our region. This matters to us because her staying informed on state managed roadway maintenance allows them to positively advocate for timely service, minimize disruptions and make sure the city's needs are not overlooked.

- On March 7, 2026, at 11am they will be celebrating the Grand Opening of a new soul food restaurant Lets Eat located at 546 W. Compton Blvd. Supporting locally owned businesses strengthens our economy, creates jobs and activates our commercial corridors. This opening represents continued investment and belief in Compton's future. She encouraged residents to come out and support and help welcome the business.

- As they close out Black History Month, she had the distinct honor of attending the Compton VFW Post 5394 ceremony recognizing two WWII Veterans Clifford E. Johnson who will be 108 this year and Clifford L. Johnson who will be 99. This event directly supports our commitment to preserving history by honoring individuals who served our country during extraordinary challenging times demonstrating resilience, patriotism and perseverance despite segregation and racial discrimination. This legacy is part of Compton's legacy as they live in the City of Compton.

- Her office will continue advocating for infrastructure equity strengthening regional partnerships supporting small businesses and ensuring Compton has a strong and respected voice at every table.

- She thanked the residents for staying engaged and her Council colleagues and city staff for their continued partnership and dedication. Together they will continue building a stronger Compton while honoring the history that guides them forward. Have a safe and wonderful evening, see you on Tuesday.

ADJOURNMENT

On motion by Duhart, seconded by Darden, the meeting was adjourned at 8:32pm by the following vote on roll call:

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

SATRA D. ZURITA	**EMMA SHARIF**
CITY CLERK CITY OF COMPTON	**MAYOR CITY OF COMPTON**

June 9, 2026

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: JEROME GROOMES
ACTING CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ESTABLISH A PURCHASE ORDER TO OFFICE DEPOT BUSINESS SOLUTIONS FOR THE PROCUREMENT OF ESSENTIAL OFFICE SUPPLIES FOR THE HUMAN RESOURCES DEPARTMENT IN THE AMOUNT NOT TO EXCEED $5,000 FOR FISCAL YEAR 2025-2026

SUMMARY

This resolution authorizes a Purchase Order not to exceed $5,000 to Office Depot Business Solutions ("ODP") for procurement of essential office supplies for the Human Resources Department for Fiscal Year 2025-2026. City-wide expenditures for ODP have exceeded the $50,000.00 purchasing authority threshold for the current fiscal year, established by Resolution 26,100, requiring City Council authorization for the issuance of this additional Purchase Order.

BACKGROUND

Office Depot Business Solutions ("ODP") is a provider of office supplies and related products. The Human Resources Department relies on ODP for the ongoing procurement of essential office supplies necessary to support daily administrative operations, including personnel management, recruitment, labor relations, and other departmental functions.

During Fiscal Year 2025-2026, City-wide expenditures to ODP have exceeded the threshold, as evidenced by Resolution 26,100. Accordingly, City Council authorization is required prior to the issuance of a Purchase Order to ODP for the remainder of the current fiscal year. The Human Resources Department requires this Purchase Order to ensure the uninterrupted procurement of office supplies through the end of Fiscal Year 2025-2026.

STATEMENT OF ISSUE

During the current fiscal Year 2025-2026, City expenditures for ODP have exceeded the purchasing authority threshold of $50,000.00 established by Resolution 26,100, thereby requiring City Council authorization for the issuance of an additional Purchase Order.

FISCAL IMPACT

A Purchase Order of $5,000.00 will be established to ODP to pay for the essential office supplies for the Human Resources Department during the current Fiscal Year 2025-2026.

Funding for this expenditure is available and to be paid in the current fiscal year's budget of the Human Resources Department, and will be available in Account #1001-560-000-4210 (Human Resources – Office Supplies).

RECOMMENDATION

It is recommended that the City Council adopt the attached Resolution authorizing a Purchase Order not to exceed $5,000.00 for Office Depot Business Solutions (ODP) from Account #1001-560-000-4210 (Human Resources – Office Supplies) for Fiscal Year 2025-2026.

TAQUAN JONES
HUMAN RESOURCES DEPARTMENT

APPROVED FOR FORWARDING:

JEROME GROOMES
ACTING CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ESTABLISH A PURCHASE ORDER TO OFFICE DEPOT BUSINESS SOLUTIONS FOR THE PROCUREMENT OF ESSENTIAL OFFICE SUPPLIES FOR THE HUMAN RESOURCES DEPARTMENT IN THE AMOUNT NOT TO EXCEED $5,000 FOR FISCAL YEAR 2025-2026

WHEREAS, the Human Resources Department is responsible for overseeing the City's human resources functions, including personnel management, recruitment, labor relations, and other administrative operations requiring the ongoing procurement of office supplies; and

WHEREAS, the Human Resources Department has utilized Office Depot Business Solutions ("ODP") for prior procurement of essential office supplies; and

WHEREAS, during the current Fiscal Year 2025-2026, City-wide expenditures for ODP have exceeded the purchasing authority threshold of $50,000.00 established by Resolution 26,100, thereby requiring City Council authorization for the issuance of a Purchase Order; and

WHEREAS, a Purchase Order of $5,000.00 will be established to aid in paying invoices for the current Fiscal Year 2025-2026; and

WHEREAS, funding for these services is available in the current fiscal year budget of the Human Resources Department and will be paid from Account #1001-560-000-4210 (Human Resources – Office Supplies).

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 not to exceed Five Thousand Dollars ($5,000.00) to Office Depot Business Solutions ("ODP") from Account #1001-560-000-4210 (Human Resources – Office Supplies) for the procurement of essential office supplies for the Human Resources Department for Fiscal Year 2025-2026.

SECTION 2. That a duly certified copy of this Resolution shall be delivered to the offices of the City Manager, City Clerk, City Controller, Legal Division, and Human Resources Department.

SECTION 3. 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 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

June 9, 2026

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: JEROME GROOMES
ACTING CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ESTABLISH A PURCHASE ORDER WITH AGILE OCCUPATIONAL MEDICINE FOR VITAL EMPLOYEE HEALTH SERVICES, NOT TO EXCEED $8,560.00

SUMMARY

This resolution authorizes a Purchase Order not to exceed $8,560.00 with Agile Occupational Medicine for vital employee health services, including pre-employment medical testing, fitness-for-duty evaluations, and return-to-work assessments, to cover outstanding invoices for the fiscal year 2025-2026.

BACKGROUND

Agile Occupational Medicine ("Agile") is a provider of occupational health and pre-employment medical testing services, accessible to employees at various in-person locations. The City's Human Resources Department relies on Agile to process medical testing and evaluations essential to the City's employment processes, including candidate pre-employment screenings, fitness-for-duty evaluations, return-to-work assessments, and other required services assessing City employee health.

The City Council authorized a professional services agreement with Agile pursuant to Resolution 26,338 for employee occupational health and pre-employment medical services. Pursuant to §2 of Resolution 26,100, Purchase Orders do not require adoption by separate resolution of the City Council if they are for an amount of $50,000.00 or less. However, during the current 2025-2026 fiscal year, cumulative expenditures for Agile have exceeded the $50,000.00 purchasing authority threshold established by Resolution 26,100, and have also exceeded the $75,000 purchase order limit reflected in Resolution 26,338, thereby requiring City Council authorization for the issuance of an additional Purchase Order.

STATEMENT OF ISSUE

During the current 2025-2026 fiscal year, expenditures for Agile Occupational Medicine have exceeded the purchasing authority threshold of $50,000.00 established by Resolution 26,100, and the purchase order of $75,000 as reflected by Resolution 26,338. Outstanding invoices in the amount of $8,560.00 remain unpaid and exceed the established purchase order for these employee health services rendered during this fiscal

year, requiring City Council authorization for the issuance of an additional Purchase Order to promptly satisfy these obligations.

FISCAL IMPACT

A Purchase Order not to exceed $8,560.00 will be established to Agile Occupational Medicine to pay for outstanding employee health services invoices for the Human Resources Department for fiscal year 2025-2026.

Funding for these services is available in the current fiscal year 2025-2026 budget of the Human Resources Department and will be paid from Account #1001-560-000-4260 (Human Resources – Medical Services).

RECOMMENDATION

It is recommended that the City Council adopt the attached Resolution authorizing a Purchase Order not to exceed $8,560.00 to Agile Occupational Medicine for outstanding employee health services invoices for fiscal year 2025-2026.

TAQUAN JONES
HUMAN RESOURCES DEPARTMENT

APPROVED FOR FORWARDING:

JEROME GROOMES
ACTING CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ESTABLISH A PURCHASE ORDER WITH AGILE OCCUPATIONAL MEDICINE FOR VITAL EMPLOYEE HEALTH SERVICES, NOT TO EXCEED $8,560.00

WHEREAS, Agile Occupational Medicine ("Agile") is a source for occupational health and pre-employment medical testing services at various locations employees can access in-person; and

WHEREAS, the Human Resources Department relies on Agile to process medical testing and evaluations for candidate pre-employment, fitness-for-duties, return-to-works, and other necessary and required services assessing City employee health; and

WHEREAS, pursuant to §2 of Resolution 26,100, Purchase Orders do not require adoption by separate resolution of the City Council if they are for an amount of $50,000.00 or less; and

WHEREAS, pursuant to Resolution 26,338, the City Council authorized a professional services agreement with Agile for employee occupational health and pre-employment medical services, along with a purchase order of $75,000; and

WHEREAS, during the current 2025-2026 fiscal year, expenditures for Agile have exceeded the purchasing authority threshold of $50,000.00 established by Resolution 26,100, have also exceeded the initial $75,000 purchase order evident by Resolution 26,338, thereby requiring City Council authorization for the issuance of an additional Purchase Order; and

WHEREAS, a Purchase Order of $8,560.00 will be established to promptly aid in paying outstanding invoices for these 2025-2026 fiscal year; and

WHEREAS, funding for these services is available in the current fiscal year budget of the Human Resources Department and will be paid from Account #1001-560-000-4260 (Human Resources – Medical Services).

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 of $8,560.00 from Account #1001-560-000-4260 (Human Resources – Medical Services) for Agile Occupational Medicine, to pay for employee health services used by the Human Resources Department for fiscal year 2025-2026.

SECTION 2. That a duly certified copy of this Resolution shall be delivered to the offices of the City Manager, City Clerk, City Controller, Legal Division, and Human Resources Department.

SECTION 3. 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 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

agile
OCCUPATIONAL
MEDICINE

Professional Services Agreement for Employer Services

This Professional Services Agreement ("Agreement") is entered into from **March 1, 2025**, to **June 30, 2027**. between Agile Occupational Medicine, PC, with its principal place of business at 3200 Bristol St, Ste 600, Costa Mesa, CA 92626 ("Agile"), and City of Compton, with its principal place of business at 205 S. Willowbrook Ave Compton, CA, 90220 ("Client").

WHEREAS, Agile is an occupational medicine group with expertise in employee-related healthcare including work-related physicals, screening, and workplace injuries; and

WHEREAS, Client desires to engage Agile to provide pre-employment physicals and related services to its employees;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Services. Agile shall provide the services listed in Exhibit A or B to Client's employees in accordance with the terms of this Agreement. Agile shall provide such services in a professional and workmanlike manner, in accordance with all applicable laws and regulations.

2. Fees. Client shall pay Agile the fees set forth in Exhibit A attached hereto for the services provided under this Agreement.

3. Price Adjustment. California has recently implemented new increases in minimum wage for employees in healthcare organizations. Agile may increase prices to the extent necessary to reflect increases in wages and salaries paid to Agile's staff involved in providing the services to the Client. In such cases, Agile will provide written notice of any such price increase to the Client at least 30 days before the increase goes into effect.

4. Supplier Price Adjustment. In the case that a supplier of items, medications, or testing services used in the services provided by Agile increases their rates for any reason that has a direct or indirect impact on our ability to provide the standard of quality service expected, Agile will adjust prices for the impacted services in a proportion equal to the increase in costs. In such cases, Agile will provide written notice of any such price increase to the Client at least 30 days before the increase goes into effect.

5. Payment Terms. Client shall pay Service Provider within 30 days of receipt of invoice. In the case of past due payment, a late fee charge of 1.5% per month or the maximum allowable by law, whichever is less, shall be added to the unpaid balance. If payments exceed a period of 60 days from the time of invoice, client may be placed on COD (Collect on Delivery) where client pays for all services at the time of the visit, rather than using credit. The client has the option to choose a Net 15 Term in return for a 5% discount on all employer services. If this agreement is violated, the 5% discount will automatically be removed and replaced with the standard market price for each service item listed in Exhibit A. Payments will not exceed in amounts greater than $75,000.00 per year.

6. Term. This Agreement shall commence on the date of this agreement and shall continue for a period of two (2) years, until June 30, 2027, and shall automatically renew for consecutive one-year terms unless earlier terminated in accordance with the terms of this Agreement. Rates for services will be subject to a 3% COLA increase at each renewal period unless otherwise noted the relevant Exhibit for the services. Clients can request a review of terms and pricing after the initial year is completed. Terms of 2 and 3 years are available with specific pricing with an agreement of anticipated volume committed to Agile from client.

7. Termination. Either party may terminate this Agreement upon [Notice Period] days' written notice to the other party for any reason or no reason at all.

8. Confidentiality. Agile shall maintain the confidentiality of all information obtained in connection with the provision of services under this Agreement and shall not disclose such information to any third party without the prior written consent of Client.

9. Indemnification. Agile shall indemnify and hold harmless Client from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with the provision of services under this Agreement, except to the extent caused by the negligence or willful misconduct of Client.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of California, without giving effect to any choice of law or conflict of law provision.

11. Notices. Any notice required or permitted by this Agreement or any agreement or document executed and delivered in connection with this Agreement shall be deemed to have been served properly if hand delivered, sent via email or sent by overnight express, charges

prepaid and properly addressed to the respective party to whom such notice relates at the following addresses:

If to Agile:

Agile Occupational Medicine
3200 Bristol St, Ste 600
Costa Mesa, CA 92626

Via email to customerservice@agileoccmed.com

If to Client:

Lauren Nguyen
Human Resources
205 S. Willowbrook Ave
Compton, CA 90220

Via email to lnguyen@comptoncity.org
Via office phone to (310) 605-5535

11. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, whether written or oral.

12. Amendments. This Agreement may not be amended or modified except in writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

City of Compton

By: _____

Name: Willie Hopkins, Jr.

Title: City Manager

Date: 3 Dec 25

By: _____

Name: _____

Title: Legal Division

Date: _____

Agile Occupational Medicine

By: _____

Name: Tony Johns

Title: Vice President of Sales

Date: 9/10/2025

By: _____

Name: Satra Zurita

Title: City Clerk

Date: _____

agile
OCCUPATIONAL
MEDICINE

Exhibit A – Clinic Based Services

Per the employer services agreement executed between Agile and Client, Agile will provide the following services *at the related fees.*

SERVICE	FEE
Physicals	100.00
TB Questionnaire	20.00
PPD Skin Test	25.00
Chest X-Ray	75.00
Rapid Non-DOT Drug Screen	60.00
Audiogram	35.00
Spirometry	60.00
Respiratory Questionnaire	25.00
EKG Resting (With Interpretation)	65.00
Treadmill Stress Test	300.00
Blood Draw	20.00
CBC w/ Differential	25.00
Chem Comprehensive Panel	25.00
Lipid Panel	25.00
UA Dipstick	30.00
Back Evaluation	75.00
Chest X-Ray 2V	85.00
Flu Vaccine	85.00
Titer: Hep B Surface Antibody	130.00
Titer: MMR (Mumps, Measles, Rubella)	150.00

Vaccine: T-Dap	75.00
Vaccine: Hep B	75.00
Vaccine: MMR	150.00
Vaccine: Varivax (Chicken Pox)	250.00
DOT Physical Exam	110.00
BAT	50.00
FCE (BASIC)	125.00
FCE (Intermediate)	150.00
FCE (Heavy)	175.00
Fit for Duty (Basic)	175.00
Fit for Duty (Intermediate)	250.00
Fit for Duty (Complex)	350.00

RESOLUTION NO 26,338

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A MULTI-YEAR PROFESSIONAL SERVICES AGREEMENT WITH AGILE OCCUPATIONAL MEDICINE, AMEND THE HUMAN RESOURCES DEPARTMENT FY2025-2026 BUDGET, AND ESTABLISH AN OPEN PURCHASE ORDER NOT TO EXCEED $75,000.00

WHEREAS, Agile Occupational Medicine ("Agile") is a source for occupational health and pre-employment medical testing services at various locations employees can access in-person; and

WHEREAS, the Human Resources Department at the City of Compton utilized these services during Fiscal Year 2024-2025 to process medical testing and evaluations for candidate pre-employment, fitness-for-duties, return-to-works, and other necessary and required services assessing City employee health; and

WHEREAS, the agreement established for Fiscal Year 2024-2025 ended around March 2025; as a result, invoices pertaining to dates from March 2025 and after remained outstanding and were unable to be processed; and

WHEREAS, during this time, staff from both the Human Resources Department and Agile collaborated to standardize the new fees placed for each necessary service; and

WHEREAS, to continue use of these necessary services, a multi-year agreement with Agile is recommended from March 1, 2025 to June 30, 2027, as this timeframe ensures that no expenditures will remain unpaid; and

WHEREAS, an open Purchase Order will promptly aid in paying both outstanding and future invoices, and funding for these medical services, which varies based on type and volume of service, will be paid from Account 1001-560-000-4260 (Human Resources – Medical Services), with a budget transfer needed to account for all medical services as follows:

Decrease expenditure appropriations in:

Account Code	Account Name	Amount
1001-560-000-4261	General Fund, HR Legal Services	$20,000.00

Account Code	Account Name	Amount
1001-560-000-4266	General Fund, HR Contract Services	$15,000.00

Increase expenditure appropriations in:

Account Code	Account Name	Amount
1001-560-000-4260	General Fund, HR Medical Services	$35,000.00

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

SECTION 1. That the City Manager is hereby authorized to enter into a multi-year professional services agreement with Agile Occupational Medicine from March 1, 2025 to June 30, 2027.

SECTION 2. That the City Manager is hereby authorized to amend the Fiscal Year 2025-2026 budget of the Human Resources Department as follows:

Decrease expenditure appropriations in:

Account Code	Account Name	Amount
1001-560-000-4261	General Fund, HR Legal Services	$20,000.00

Account Code	Account Name	Amount
1001-560-000-4266	General Fund, HR Contract Services	$15,000.00

Increase expenditure appropriations in:

Account Code	Account Name	Amount
1001-560-000-4260	General Fund, HR Medical Services	$35,000.00

SECTION 3. That the City Manager is hereby authorized establish an open Purchase Order not to exceed Seventy-Five Thousand Dollars ($75,000.00) from Account 1001-560-000-4260 (Human Resources – Medical Services) for Agile Occupational Medicine for the purpose of paying invoices for the Human Resources Department pertaining to medical services from Fiscal Years 2024-2025, 2025-2026, and until completion of all necessary and requested services, pursuant to the referenced documents.

SECTION 4. That the fee schedule for all services are depicted as follows:

Physicals	100.00
TB Questionnaire	20.00
PPD Skin Test	25.00
Chest X-Ray	75.00
Rapid non-DOT Drug Screen	60.00
Audiogram	35.00
Spirometry	60.00
Respiratory Questionnaire	25.00
EKG Resting (With Interpretation)	65.00
Treadmill Stress Test	300.00
Blood Draw	20.00
CBC with Differential	25.00
Chem Comprehensive Panel	25.00
Lipid Panel	25.00
UA Dipstick	30.00
Back Evaluation	75.00
Chest X-Ray 2V	85.00
Flu Vaccine	85.00
Titer: Hep B Surface Antibody	130.00
Titer: MMR (Mumps, Measles, Rubella)	150.00
Vaccine: T-Dap	75.00
Vaccine: Hep B	75.00
Vaccine: MMR	150.00
Vaccine: Varivax (Chickenpox)	250.00
DOT Physical Exam	110.00
BAT	50.00
FCE (Basic)	125.00
FCE (Intermediate)	150.00
FCE (Heavy)	175.00
Fit for Duty (Basic)	15.00
Fit for Duty (Intermediate)	250.00
Fit for Duty (Complex)	350.00

SECTION 5. That copies of this Resolution shall be filed in the offices of the City Manager, City Clerk, City Controller, Law Division, City Attorney, and Human Resources Department.

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

ADOPTED this 2nd day of DECEMBER, 2025.

EMMA SHARIF
MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY OF COMPTON INCORPORATED MAY A. D. 1888 CALIFORNIA

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 of the City of Compton, signed by the Mayor, and attested by the City Clerk at a regular meeting thereof held on the 2nd day of DECEMBER, 2025.

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

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

SATRA D. ZURITA
CITY CLERK OF THE CITY OF COMPTON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/8/2026 | 7/31/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 8110 E Union Ave., Ste. 100 Denver CO 80237 denver-certs@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1528613 Agile Occupational Medicine LLC 3200 Bristol St., Ste. 600 Costa Mesa CA 92626	INSURER A: American Zurich Insurance Company — NAIC # 40142 INSURER B: American Guarantee and Liab. Ins. Co. — 26247 INSURER C: Pennsylvania Manufacturers' Assoc Ins Co — 12262 INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 22247396 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	N	CPO 4340987-00	6/8/2025	6/8/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	N	N	CPO 4340987-00	6/8/2025	6/8/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
B	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	N	N	AUC 4340988-00	6/8/2025	6/8/2026	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $ XXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] N/A If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	202500-1538156	6/8/2025	6/8/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Compton is included as Additional Insured to the extent provided by the policy language or endorsement issued or approved by the insurance carrier.

CERTIFICATE HOLDER

22247396
City of Compton
205 S Willowbrook Ave.
Compton CA 90220

CANCELLATION See Attachment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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E. Additional Insureds – Lessees of Premises

1. Section **II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) who leases or rents a part of the premises you own or manage who you are required to add as an additional insured on this policy under a written contract or written agreement, but only with respect to liability arising out of your ownership, maintenance or repair of that part of the premises which is not reserved for the exclusive use or occupancy of such person or organization or any other tenant or lessee.

   This provision does not apply after the person or organization ceases to lease or rent premises from you.

   However, the insurance afforded to such additional insured:

   a. Only applies to the extent permitted by law; and

   b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

2. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section **III – Limits Of Insurance**:

   The most we will pay on behalf of the additional insured is the amount of insurance:

   a. Required by the written contract or written agreement referenced in Subparagraph **E.1.** of this endorsement; or

   b. Available under the applicable Limits of Insurance shown in the Declarations,

   whichever is less.

   This Paragraph **E.** shall not increase the applicable Limits of Insurance shown in the Declarations.

F. Additional Insured – Vendors

1. The following change applies if this Coverage Part provides insurance to you for "bodily injury" and "property damage" included in the "products-completed operations hazard":

   Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization (referred to throughout this Paragraph **F.** as vendor) who you have agreed in a written contract or written agreement, prior to loss, to name as an additional insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business:

   However, the insurance afforded to such vendor:

   a. Only applies to the extent permitted by law; and

   b. Will not be broader than that which you are required by the written contract or written agreement to provide for such vendor.

2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

   a. The insurance afforded the vendor does not apply to:

   (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

   (2) Any express warranty unauthorized by you;

   (3) Any physical or chemical change in the product made intentionally by the vendor;

   (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

   (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

   (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

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(7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(a) The exceptions contained in Subparagraphs **(4)** or **(6)**; or

(b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

c. This insurance does not apply to any of "your products" for which coverage is excluded under this Coverage Part.

3. With respect to the insurance afforded to the vendor under this endorsement, the following is added to Section **III – Limits Of Insurance**:

The most we will pay on behalf of the vendor is the amount of insurance:

a. Required by the written contract or written agreement referenced in Subparagraph **F.1.** of this endorsement; or

b. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This Paragraph **F.** shall not increase the applicable Limits of Insurance shown in the Declarations.

G. Additional Insured – Managers, Lessors or Governmental Entity

1. Section **II – Who Is An Insured** is amended to include as an insured any person or organization who is a manager, lessor or governmental entity who you are required to add as an additional insured on this policy under a written contract, written agreement or permit, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts or omission of those acting on your behalf; and

resulting directly from:

a. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit;

b. Ownership, maintenance, occupancy or use of premises by you; or

c. Maintenance, operation or use by you of equipment leased to you by such person or organization.

However, the insurance afforded to such additional insured:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

2. This provision does not apply:

a. Unless the written contract or written agreement has been executed, or the permit has been issued, prior to the "bodily injury", "property damage" or offense that caused "personal and advertising injury";

b. To any person or organization included as an insured under Paragraph **3.** of Section **II – Who Is An Insured**;

c. To any lessor of equipment if the "occurrence" or offense takes place after the equipment lease expires;

d. To any:

(1) Owners or other interests from whom land has been leased by you; or

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(2) Managers or lessors of premises, if:

(a) The "occurrence" or offense takes place after the expiration of the lease or you cease to be a tenant in that premises;

(b) The "bodily injury", "property damage" or "personal and advertising injury" arises out of the structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor; or

(c) The premises are excluded under this Coverage Part.

3. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section **III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the written contract or written agreement referenced in Subparagraph **G.1.** of this endorsement; or

b. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This Paragraph **G.** shall not increase the applicable Limits of Insurance shown in the Declarations.

H. Additional Insured – Other Persons or Organizations

1. Section **II – Who Is An Insured** is amended to include as an insured any person or organization who does not qualify as an additional insured under Paragraphs **E.** through Paragraph **G.** of this endorsement so long as you are required to add such person or organization as an additional insured on this policy under a written contract or written agreement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts or omissions of those acting on your behalf.

However, the insurance afforded to such additional insured:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

2. With respect to the insurance afforded to the additional insureds under this Paragraph **H.**, the following additional exclusions apply:

The insurance afforded to the additional insured under this Paragraph **H.** does not apply to any person or organization:

a. For "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional service;

b. For "bodily injury" or "property damage" included in the "products-completed operations hazard"; or

c. Who is scheduled as an additional insured under another endorsement attached to this policy.

3. With respect to the insurance afforded to the additional insureds under this Paragraph **H.**, the following is added to Section **III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the written contract or written agreement referenced in Subparagraph **H.1.** of this endorsement; or

b. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This Paragraph **H.** shall not increase the applicable Limits of Insurance shown in the Declarations.

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RESOLUTION NO 26,338

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A MULTI-YEAR PROFESSIONAL SERVICES AGREEMENT WITH AGILE OCCUPATIONAL MEDICINE, AMEND THE HUMAN RESOURCES DEPARTMENT FY2025-2026 BUDGET, AND ESTABLISH AN OPEN PURCHASE ORDER NOT TO EXCEED $75,000.00

WHEREAS, Agile Occupational Medicine ("Agile") is a source for occupational health and pre-employment medical testing services at various locations employees can access in-person; and

WHEREAS, the Human Resources Department at the City of Compton utilized these services during Fiscal Year 2024-2025 to process medical testing and evaluations for candidate pre-employment, fitness-for-duties, return-to-works, and other necessary and required services assessing City employee health; and

WHEREAS, the agreement established for Fiscal Year 2024-2025 ended around March 2025; as a result, invoices pertaining to dates from March 2025 and after remained outstanding and were unable to be processed; and

WHEREAS, during this time, staff from both the Human Resources Department and Agile collaborated to standardize the new fees placed for each necessary service; and

WHEREAS, to continue use of these necessary services, a multi-year agreement with Agile is recommended from March 1, 2025 to June 30, 2027, as this timeframe ensures that no expenditures will remain unpaid; and

WHEREAS, an open Purchase Order will promptly aid in paying both outstanding and future invoices, and funding for these medical services, which varies based on type and volume of service, will be paid from Account 1001-560-000-4260 (Human Resources – Medical Services), with a budget transfer needed to account for all medical services as follows:

Decrease expenditure appropriations in:

Account Code	Account Name	Amount
1001-560-000-4261	General Fund, HR Legal Services	$20,000.00

Account Code	Account Name	Amount
1001-560-000-4266	General Fund, HR Contract Services	$15,000.00

Increase expenditure appropriations in:

Account Code	Account Name	Amount
1001-560-000-4260	General Fund, HR Medical Services	$35,000.00

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

SECTION 1. That the City Manager is hereby authorized to enter into a multi-year professional services agreement with Agile Occupational Medicine from March 1, 2025 to June 30, 2027.

SECTION 2. That the City Manager is hereby authorized to amend the Fiscal Year 2025-2026 budget of the Human Resources Department as follows:

Decrease expenditure appropriations in:

Account Code	Account Name	Amount
1001-560-000-4261	General Fund, HR Legal Services	$20,000.00

Account Code	Account Name	Amount
1001-560-000-4266	General Fund, HR Contract Services	$15,000.00

Increase expenditure appropriations in:

Account Code	Account Name	Amount
1001-560-000-4260	General Fund, HR Medical Services	$35,000.00

SECTION 3. That the City Manager is hereby authorized establish an open Purchase Order not to exceed Seventy-Five Thousand Dollars ($75,000.00) from Account 1001-560-000-4260 (Human Resources – Medical Services) for Agile Occupational Medicine for the purpose of paying invoices for the Human Resources Department pertaining to medical services from Fiscal Years 2024-2025, 2025-2026, and until completion of all necessary and requested services, pursuant to the referenced documents.

SECTION 4. That the fee schedule for all services are depicted as follows:

Physicals	100.00
TB Questionnaire	20.00
PPD Skin Test	25.00
Chest X-Ray	75.00
Rapid non-DOT Drug Screen	60.00
Audiogram	35.00
Spirometry	60.00
Respiratory Questionnaire	25.00
EKG Resting (With Interpretation)	65.00
Treadmill Stress Test	300.00
Blood Draw	20.00
CBC with Differential	25.00
Chem Comprehensive Panel	25.00
Lipid Panel	25.00
UA Dipstick	30.00
Back Evaluation	75.00
Chest X-Ray 2V	85.00
Flu Vaccine	85.00
Titer: Hep B Surface Antibody	130.00
Titer: MMR (Mumps, Measles, Rubella)	150.00
Vaccine: T-Dap	75.00
Vaccine: Hep B	75.00
Vaccine: MMR	150.00
Vaccine: Varivax (Chickenpox)	250.00
DOT Physical Exam	110.00
BAT	50.00
FCE (Basic)	125.00
FCE (Intermediate)	150.00
FCE (Heavy)	175.00
Fit for Duty (Basic)	15.00
Fit for Duty (Intermediate)	250.00
Fit for Duty (Complex)	350.00

SECTION 5. That copies of this Resolution shall be filed in the offices of the City Manager, City Clerk, City Controller, Law Division, City Attorney, and Human Resources Department.

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

ADOPTED this 2nd day of DECEMBER, 2025.

EMMA SHARIF
MAYOR OF THE CITY OF COMPTON

ATTEST:

SATRA D. ZURITA
CITY CLERK OF THE CITY OF COMPTON

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

I, Satra D. Zurita, City Clerk of the City of Compton, hereby certify that the foregoing resolution was adopted by the City Council of the City of Compton, signed by the Mayor, and attested by the City Clerk at a regular meeting thereof held on the 2nd day of DECEMBER, 2025.

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

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

SATRA D. ZURITA
CITY CLERK OF THE CITY OF COMPTON

June 9, 2026

TO: **MAYOR AND CITY COUNCIL MEMBERS**

FROM: **CITY MANAGER'S OFFICE**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO EXTEND AN EXISTING AGREEMENT WITH ALLIED MANAGED CARE, INC. FOR THE SELF-INSURED WORKERS' COMPENSATION PROGRAM FOR $80,000 FOR TWO FISCAL YEARS (FY 26-27 & 27-28)**

SUMMARY

The City Council will consider adopting a resolution authorizing the City Manager to extend an existing agreement with Allied Managed Care, Inc. for the provision of workers' compensation services for the City's self-insured workers' compensation program.

BACKGROUND

All employers in California are required by law to pay for the medical treatment and lost wages of employees who suffer job-related injuries or illnesses. The City of Compton has been self-insured and self-administered for its Workers' Compensation Program since 1981 and has implemented an assertive cost containment program. The City also provides efficient service to City employees who have suffered a work-related injury, as well as vigorously defend disputed claims.

STATEMENT OF THE ISSUE

It is an industry wide practice to maintain a panel of professionals, who will also act as partners, to assist in the maintenance of a successful Workers' Compensation Program. The City's agreement with its current workers' compensation program vendor related to bill review services is soon to expire, thus there is a need to employ the services of a qualified and experienced service provider capable of performing Workers' Compensation bill reviews, PPO offerings, bill review negotiations and reporting requirements.

Staff has determined that Allied Managed Care, Inc. would be the best partner with the City in a continuing effort to manage a viable self-insured program. Accordingly, staff recommends City Council accept the proposal of Allied Managed Care, Inc. to render bill review services for the City's Workers' Compensation Program. This is a professional services agreement and based on Compton Municipal Code 4-11.7 Exceptions to Competitive Bidding Requirements no bidding was required.

In order to authorize the City Manager to extend an existing agreement with Allied Managed Care, Inc. to render requisite services, City Council's authorization is necessary.

FISCAL IMPACT

Funds for these services will be budgeted in FY 2027 and future budget years in Account No. 6300-510-000-4262. The agreement will be for the Fiscal Years 2026-2027 ($40k) and 2027-2028 ($40k).

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

O. BEN MARTINEZ
WORKERS COMPENSATION CLAIMS ADMINISTRATOR

APPROVED FOR FORWARDING:

JERRY GROOMES
ACTING CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO EXTEND AN EXISTING AGREEMENT WITH ALLIED MANAGED CARE, INC. FOR THE SELF-INSURED WORKERS' COMPENSATION PROGRAM FOR $80,000 FOR TWO FISCAL YEARS (FY 26-27 & 27-28)

WHEREAS, all employers in California are required by law to pay for the medical treatment and lost wages of employees who suffer job-related injuries or illnesses; and

WHEREAS, the City of Compton has been self-insured and self-administered for its Workers' Compensation Program since 1981 and has implemented an assertive cost containment program. The City also provides efficient service to City employees who have suffered a work-related injury, as well as vigorously defend disputed claims; and

WHEREAS, it is an industry-wide practice to maintain a panel of professionals, who will also act as partners, to assist in the maintenance of a successful Workers' Compensation Program; and

WHEREAS, the City's agreement with its current workers' compensation program vendor related to bill review services is soon to expire, thus there is a need to employ the services of a qualified and experienced service provider capable of performing Workers' Compensation bill reviews, PPO offerings, bill review negotiations and reporting requirements; and

WHEREAS, staff has determined that Allied Managed Care, Inc. would be the best partner with the City in a continuing effort to manage a viable self-insured program; This is a professional services agreement and based on Compton Municipal Code 4-11.7 Exceptions to Competitive Bidding Requirements no bidding was required; and

WHEREAS, in order to authorize the City Manager to enter into an extended agreement with Allied Managed Care, Inc. to render requisite services, City Council's authorization is necessary.

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

SECTION 1. That the City Manager is authorized into an extended agreement with Allied Managed Care, Inc. to render bill review services.

SECTION 2. That funds for this contracted services agreement will be budgeted in Fiscal Year 2027 and future budget years in Account No. 6300-510-000-4262. The agreement will be for Fiscal Years 2026-2027 ($40k) and 2027-2028 ($40k).

SECTION 3. That a copy of this Resolution shall be filed in the offices of the City Manager, Law Division, City Controller, and the City Clerk.

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

ADOPTED this ____ day of _____, 2026.

_____

MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

I, Satra 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-

_____
CITY CLERK OF THE CITY OF COMPTON

FIRST AMENDMENT TO THE
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
ALLIED MANAGED CARE, INC.

This **FIRST AMENDMENT** to the Professional Services Agreement (Agreement) 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 **ALLIED MANAGED CARE, INC.** (hereinafter referred to as "AMC" or "CONSULTANT"), located at 10445 Old Placerville Road, Sacramento, California 95827, (each a "Party" and collectively, the Parties) is entered into with reference to the following facts:

RECITALS

WHEREAS, the City of Compton is self-insured for its Workers' Compensation Program; and

WHEREAS, the City has determined that there is a need to employ the services of a qualified and experienced service provider capable of performing Workers' Compensation Utilization Review, Peer Review services, Nurse Case Management services, Bill Review services, and Medical Provider Network services; and

WHEREAS, Consultant (Allied Managed Care, Inc.) warrants that it is specifically trained, experienced, competent, and has the resources to provide such services which will be required by this existing Agreement; and

WHEREAS, the City of Compton City Council has approved the award the existing Agreement to the CONSULTANT to provide the services required. The existing Agreement is for thirty-six (36) months, the effective date of the thirty-six (36) month is July 1, 2023, with the option for the CITY to further extend the existing Agreement an additional twenty-four (24) months at the end of the initial thirty-six (36) month.

Whereas, City of Compton and CONSULTANT desire to exercise the right to extend the Agreement the additional twenty-four months as noted above, making the expiration of the existing Agreement June 30, 2028.

NOW THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City of Compton and CONSULTANT hereby agree as follows:

The Parties desire to amend the existing Agreement expiration date to 6/30/2028.

The previous expiration date is 6/30/2026 pursuant to the original term of thirty-six months and the additional twenty-four months extension would expire 6/30/2028.

The Parties shall, simultaneously with the execution of this AMENDMENT, continue the services set forth in the existing Agreement under "*Services to be rendered by Consultant*".

Except as amended by this AMENDMENT, all other provisions of the existing Agreement will remain in full force and effect. Without limiting the generalities of the foregoing, the

FIRST AMENDMENT TO THE
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
ALLIED MANAGED CARE, INC.

AMENDMENT contained herein will not be construed as an AMENDMENT to or waiver of any other provision of the existing Agreement of a waiver of or consent to any further of future action on the part of either Party that would require a waiver or consent of the other Party. This AMENDMENT may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same Agreement.

The terms of the Agreement and all AMENDMENTS including this AMENDMENT, are the complete Agreement between the City of Compton and Allied Managed Care, Inc. and supersede all other prior Agreements and representations concerning this subject matter. Any further AMENDMENTS to the Agreement must be in writing and signed by both Parties.

APPROVED AND AGREED TO:

City of Compton	**Allied Managed Care, Inc.**
By: _____	By: _____
Name:	Name:
Title:	Title:

FIRST AMENDMENT TO THE
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
ALLIED MANAGED CARE, INC.

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RECITALS

WHEREAS, the City of Compton is self-insured for its Workers' Compensation Program; and

WHEREAS, the City has determined that there is a need to employ the services of a qualified and experienced service provider capable of performing Workers' Compensation Utilization Review, Peer Review services, Nurse Case Management services, Bill Review services, and Medical Provider Network services; and

WHEREAS, Consultant (Allied Managed Care, Inc.) warrants that it is specifically trained, experienced, competent, and has the resources to provide such services which will be required by this existing Agreement; and

WHEREAS, the City of Compton City Council has approved the award the existing Agreement to the CONSULTANT to provide the services required. The existing Agreement is for thirty-six (36) months, the effective date of the thirty-six (36) month is July 1, 2023, with the option for the CITY to further extend the existing Agreement an additional twenty-four (24) months at the end of the initial thirty-six (36) month.

WHEREAS, City of Compton and CONSULTANT desire to exercise the right to extend the Agreement the additional twenty-four months as noted above, making the expiration of the existing Agreement June 30, 2028.

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FIRST AMENDMENT TO THE
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
ALLIED MANAGED CARE, INC.

Except as amended by this AMENDMENT, all other provisions of the existing Agreement will remain in full force and effect. Without limiting the generalities of the foregoing, the AMENDMENT contained herein will not be construed as an AMENDMENT to or waiver of any other provision of the existing Agreement of a waiver of or consent to any further of future action on the part of either Party that would require a waiver or consent of the other Party. This AMENDMENT may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same Agreement.

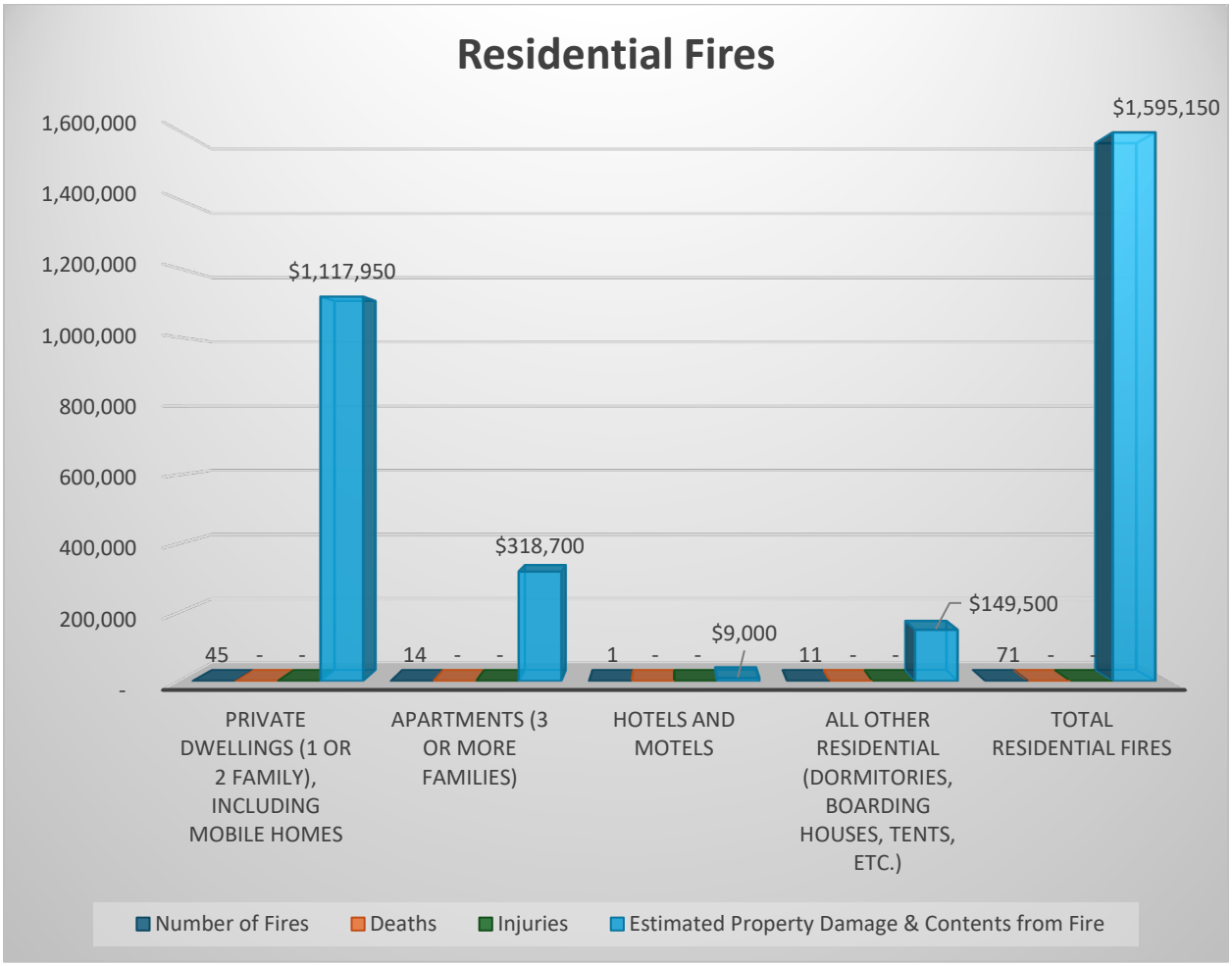
The terms of the Agreement and all amendments including this AMENDMENT, are the complete Agreement between the City of Compton and Allied Managed Care, Inc. and supersede all other prior Agreements and representations concerning this subject matter. Any further Amendments to the Agreement must be in writing and signed by both Parties.

APPROVED AND AGREED TO:

City of Compton	**Allied Managed Care, Inc.**
By: _____	By: _____
Name:	Name:
Title:	Title:

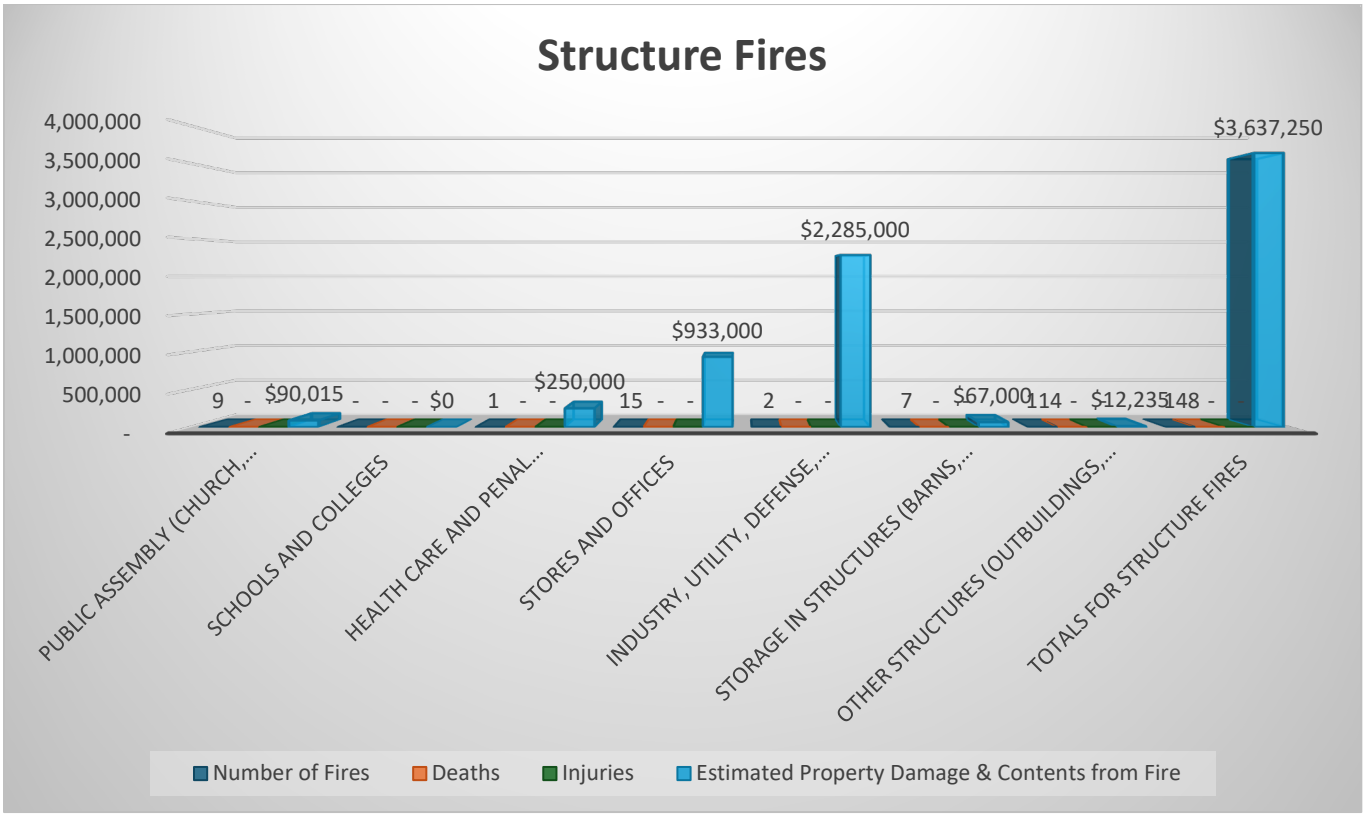
City of Compton Residential Fires June 2022 – Present

Description	Number of Fires	Deaths	Injuries	Estimated Property Damage & Contents from Fire
Private Dwellings (1 or 2 family), Including mobile homes	45	-	-	$1,117,950
Apartments (3 or more families)	14	-	-	$318,700
Hotels and Motels	1	-	-	$9,000
All Other Residential (dormitories, boarding houses, tents, etc.)	11	-	-	$149,500
TOTAL RESIDENTIAL FIRES	**71**	**-**	**-**	**$1,595,150**



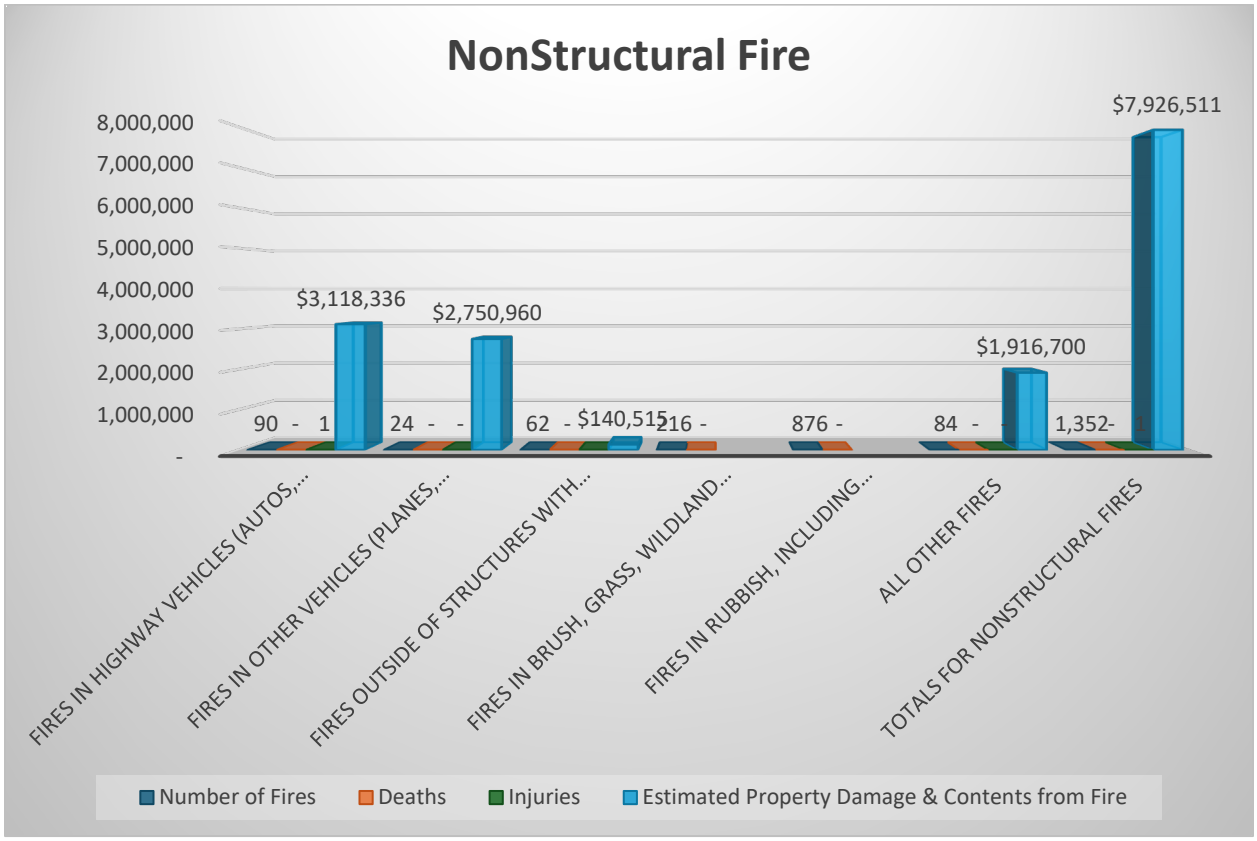
City of Compton Structure Fires June 2022 – Present

Description	Number of Fires	Deaths	Injuries	Estimated Property Damage & Contents from Fire
Public Assembly (church, restaurant, clubs, etc.)	9	-	-	$90,015
Schools and Colleges	-	-	-	$0
Health Care and Penal Institutions (hospitals, nursing homes, prisons, etc.)	1	-	-	$250,000
Stores and Offices	15	-	-	$933,000
Industry, Utility, Defense, Laboratories, Manufacturing	2	-	-	$2,285,000
Storage in Structures (barns, vehicle storage garages, general storage, etc.)	7	-	-	$67,000
Other Structures (outbuildings, bridges, etc.)	114	-	-	$12,235
TOTALS FOR STRUCTURE FIRES	**148**	**-**	**-**	**$3,637,250**



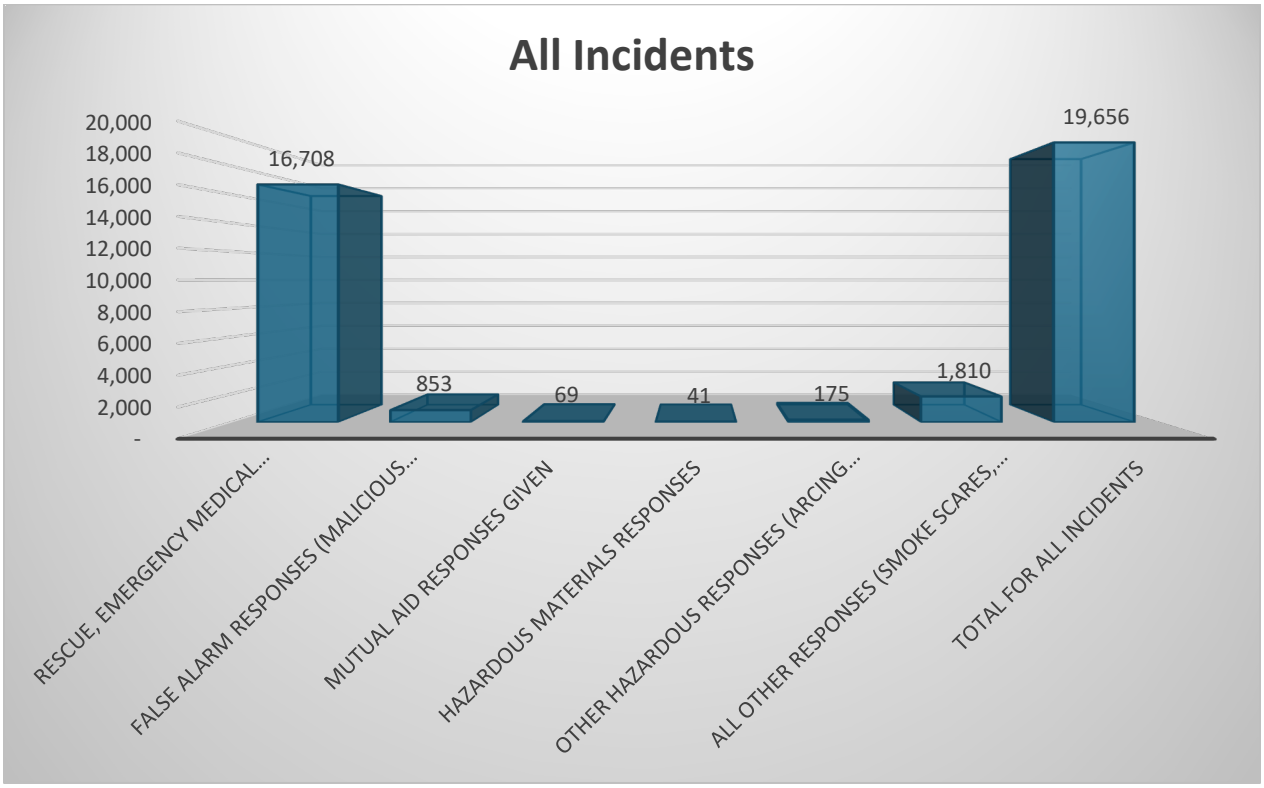
City of Compton Non-Structural Fires June 2022 – Present

Description	Number of Fires	Deaths	Injuries	Estimated Property Damage & Contents from Fire
Fires In Highway Vehicles (autos, trucks, buses, etc.)	90	-	1	$3,118,336
Fires In Other Vehicles (planes, trains, ships, construction or farm vehicles, etc.)	24	-	-	$2,750,960
Fires outside of Structures with Value involved, but Not Vehicles (outside storage, crops, timber, etc.)	62	-	-	$140,515
Fires in Brush, Grass, Wildland (excluding crops and timber), with no value involved	216	-		
Fires in Rubbish, Including Dumpsters (outside of structures), with no value involved	876	-		
All Other Fires	84	-	-	$1,916,70
TOTALS FOR NONSTRUCTURAL FIRES	**1,352**	**-**	**1**	**$7,926,511**



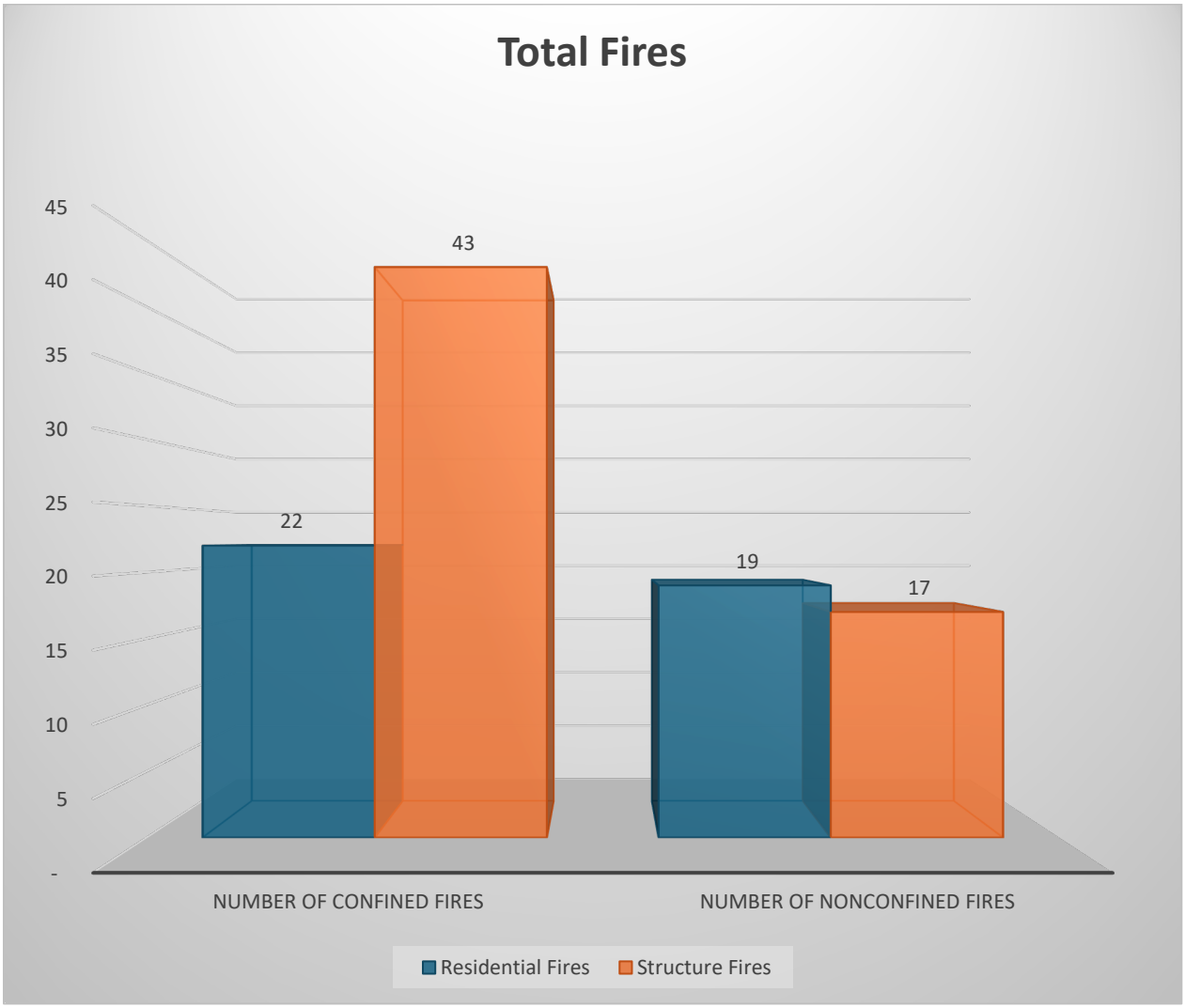
City of Compton Total Fire Incidents June 2022 – Present

Description	Number of Fires
Rescue, Emergency Medical Responses (ambulance, EMS, rescue)	16,708
False Alarm Responses (malicious or unintentional false calls, malfunctions, bomb scares)	853
Mutual Aid Responses Given	69
Hazardous Materials Responses	41
Other Hazardous Responses (arcing wires, bomb removal, power line down, etc.)	175
All Other Responses (smoke scares, lock-outs, animal rescue, etc.)	1,810
TOTAL FOR ALL INCIDENTS	**19,656**



City of Compton Confined and Non-Confined Fire June 2022 – Present

Description	Number of Confined Fires	Number of Non-Confined Fires
Residential Fires	22	19
Structure Fires	43	17



JUNE 9, 2026

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

FROM: **JEROME GROOMES**
ACTING CITY MANAGER

SUBJECT: **CONSIDERATION OF ALLOWING OR PROHIBITING THE SALE AND USE OF FIREWORKS IN THE CITY OF COMPTON FOR THE UPCOMNING FIREWORKS SEASON**

SUMMARY

This report provides information for City Council to consider regarding whether to continue permitting the sale and use of “safe and sane” fireworks in the City of Compton or to prohibit them for the upcoming fireworks season. The item analyzes fire department response statistics, recent regional wildfire incidents, public safety concerns, and the role of fireworks sales in supporting Compton-based nonprofit organizations.

BACKGROUND

The City of Compton has historically permitted the sale and use of State-approved “safe and sane” fireworks during the July 4th holiday period. Due to growing community concerns regarding illegal aerial fireworks, fire danger, enforcement challenges, and public health impacts, the City Council initiated a formal review of fireworks-related policies in early 2025.

A public discussion item was brought before the City Council on February 11, 2025. Following that meeting, the City held a Fireworks Policy Workshop on February 25, 2025, providing an opportunity for residents, nonprofit organizations, and public safety personnel to present input and concerns. A formal public hearing was conducted on March 11, 2025, during which additional testimony and staff analysis were received.

Subsequently, on April 15, 2025, the City Council voted to suspend fireworks sales and use within city limits, adopting Resolution No. 26,228. The suspension was intended to provide time for further evaluation of fire risk, enforcement capacity, community impacts, and the role of fireworks sales in supporting nonprofit fundraising.

The current action revisits this policy decision and seeks Council direction on whether to maintain the suspension or reinstate regulated “safe and sane” fireworks for the upcoming season.

Recent major Southern California fires — including the Eaton Fire (Altadena area, 2024) and the Palisades Fire (Pacific Palisades, 2024) — have also heightened regional

awareness surrounding fire risk during summer conditions. While neither incident was directly attributed to consumer fireworks, both underscore the vulnerability of densely populated and adjacent hillside communities to ignition sources.

FIRE DEPARTMENT DATA: FIREWORKS-RELATED INCIDENTS IN COMPTON

The Compton Fire Department (CFD) reports the following fireworks-related service calls over the past three years (all categories including fires, medical calls, and investigations.

City of Compton Fire Incidents and Calls for Service June 2022 to June 2026

Fire Incident	Number of Calls/Structures	Estimated Property Damage
Residential Fires	71	$1,595,150
Structural Fires	148	$3,637,250
Non-Structural Fires	1,352	$7,926,511
Other Hazardous Responses (arcing wires, bomb removal, power line down, etc.)	175	-
Rescue, Emergency Medical Responses (ambulance, EMS, rescue)	16,708	-

CFD notes that while “safe and sane” fireworks are designed to minimize fire risk, the high concentration of use in dense residential neighborhoods increases the possibility of structure fires, trash fires, and injuries. Illegal aerial fireworks, which are not sold locally, contributed to a significant share of calls.

ENFORCEMENT DATA: FIREWORKS-RELATED INCIDENTS IN COMPTON

Since the adoption of Resolution No. 26,228 suspending fireworks sales and use within city limits, there were no citations issued in 2025 for fireworks violations. The fines are $1,000 for first offense, $2,000 for second offense, and $3,000 for all addition citations issued for the similar violation within a year.

RISK MANAGEMENT DATA: FIREWORKS-RELATED INCIDENTS IN COMPTON

No insurance claims related to firework damage have been reported in 2025.

COMMUNITY AND NONPROFIT CONSIDERATIONS

Local nonprofit organizations rely heavily on seasonal fireworks stand revenue to support community programming. Many groups report that fireworks sales generate a substantial portion of their annual budgets. Eliminating legal fireworks would likely

impact funding for youth services and other community benefits unless an alternative fundraising mechanism is established. To date the City Clerk has received 3 firework applications.

AIR QUALITY AND HEALTH CONSIDERATIONS

Even “safe and sane” fireworks contribute to short-term air quality impacts, including fine particulate matter and smoke. During high-use nights, South Coast Air Quality Management District (AQMD) consistently reports elevated pollution levels across Southern California. Sensitive populations — including seniors, children, and individuals with asthma — may be disproportionately affected.

OPTIONS FOR CITY COUNCIL CONSIDERATION

Option 1: **Continue Prohibiting the Sale and Use of All Fireworks in Compton**
Pros:

- Reduces fire danger and fireworks-related injuries
- Improves air quality during peak usage dates
- Simplifies enforcement and messaging

Cons:

- Loss of major fundraising opportunities for nonprofits
- High likelihood that illegal fireworks use may continue regardless of prohibition
- Enforcement challenges without additional personnel or funding

Option 2: **Allow the Sale and Use of “Safe and Sane” Fireworks**
Pros:

- Maintains a significant funding source for local nonprofit organizations
- Allows regulated, permitted fireworks as an alternative to illegal aerial fireworks
- Aligns with practices of many neighboring cities

Cons:

- Continued public safety and fire risk, especially in hot/dry conditions
- Ongoing fireworks-related complaints and service calls
- Air quality and public health impacts

Option 3: **Targeted Mitigation Measures for Fireworks Impacts**

- Reduce permitted sales/use hours

FISCAL IMPACT

There is no significant direct fiscal impact associated with adopting one of the policy options, though increased enforcement or public education campaigns may require additional budget allocations.

RECOMMENDATION

Staff recommends that the City Council review the information provided, consider community feedback and public safety factors, and vote for Option 1, Option 2, or Option 3 as described above.

ATTACHMENTS

- Compton Fire Department Call Data Summary June 2022 to June 2026
- Resolution 26,228

JEROME GROOMES
ACTING CITY MANAGER

RESOLUTION NO. 26,228

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHOURIZING THE CITY MANAGER TO SUSPEND THE ISSUANCE OF FIREWORKS PERMITS

WHEREAS, the suspension of fireworks permits is recommended due to heightened public safety concerns, increased fire risks, and significant community complaints; and

WHEREAS, recent trends indicate a rise in unpermitted and unsafe fireworks usage, which has strained emergency response resources and contributed to an uptick in fire related incidents and noise-related disturbances, particularly affecting veterans, pets and vulnerable populations; and

WHEREAS, the recent wildfires in the region, which caused widespread damage and highlighted the vulnerability of local neighborhoods to fire; and

WHEREAS, the City Council, as the governing body of the City of Compton, is authorized to provide for the health, safety and welfare of persons and property within its boundaries; and

WHEREAS, the City Council finds and declares that it is in the best interest of the City to suspend the issuance of fireworks permits.

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

Section 1. The City Manager is authorized to suspend the issuance of fireworks permits.

Section 2. That a certified copy of this Resolution shall be filed in the offices of the City Clerk, City Manager and Fire Department.

Section 3. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this 15th day of APRIL, 2025.

EMMA SHARIF
MAYOR OF THE CITY OF COMPTON

ATTEST:

SATRA D. ZURITA
CITY CLERK OF THE CITY OF COMPTON

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

I, Satra D. Zurita, City Clerk of the City of Compton hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on this 15th day of APRIL, 2025.

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

AYES: COUNCIL MEMBERS- DUHART, BOWERS, DARDEN, SHARIF
NOES: COUNCIL MEMBERS- NONE
ABSTAIN: COUNCIL MEMBERS- SPICER
ABSENT: COUNCIL MEMBERS- NONE

Satra D. Zurita

SATRA D. ZURITA
CITY CLERK OF THE CITY OF COMPTON

May 13, 2026

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

FROM: **BRYAN K. SPRAGG, DIRECTOR OF RECREATION**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH SLA INC. FOR THE RAYMOND STREET PARK JOINT-USE EQUESTRIAN AND COMMUNITY ENHANCEMENT PROJECT.**

SUMMARY

The Raymond Street Park Joint-Use Equestrian and Community Enhancement Project is a proposed multi-benefit initiative aimed at revitalizing Raymond Street Park through a combination of recreational, cultural, and equestrian-focused improvements. The project seeks to honor Compton's equestrian heritage while expanding access to high-quality outdoor amenities, promoting wellness, enhancing public safety, and supporting neighborhood revitalization.

To advance this initiative, staff is requesting authorization for the City Manager to execute a Memorandum of Understanding ("MOU") with SLA Inc. The MOU will establish a cooperative framework to support grant identification, conceptual planning, community engagement, and funding coordination. The agreement does not authorize construction or commit the City to any capital expenditures; rather, it allows SLA Inc. and the City of Compton to pursue external funding opportunities and further refine project concepts.

Approval of the MOU will allow the SLA Inc. to continue early-stage planning efforts, conduct feasibility assessments, engage residents and stakeholders, and develop a long-term funding strategy for this transformative community project.

BACKGROUND

The City of Compton continues to prioritize investments in parks, recreational amenities, wellness infrastructure, and community-focused public spaces. Raymond Street Park has been identified as a strategic location for a joint-use recreational enhancement project that reflects the City's cultural identity and long-standing equestrian traditions.
Residents, stakeholders, and community organizations have consistently expressed interest in the following:

- Expanded recreational opportunities
- Improved park safety and visibility
- Preservation of Compton's equestrian culture

- Increased access to outdoor wellness amenities
- Multi-generational park activation
- Youth-focused recreational programming
- Enhanced neighborhood investment

The project concept aims to address these priorities through a balanced, community-oriented approach that integrates passive recreation with equestrian-compatible infrastructure.

SLA Inc. has expressed interest in partnering with the City to support the conceptual development and funding strategy for the project. The proposed MOU would not authorize construction or commit the City to future capital expenditures; rather, it would establish a cooperative framework that allows both parties to pursue funding opportunities and evaluate project feasibility.

STATEMENT OF ISSUE

Raymond Street Park is in need of renovation and revitalization due to aging infrastructure. The proposed revitalization project aims to expand recreational opportunities for the surrounding community while incorporating and honoring the equestrian culture of the nearby neighborhood. Without an approved Memorandum of Understanding ("MOU"), the project partners cannot move forward with pursuing grant funding opportunities. Therefore, staff is seeking City Council authorization for the City Manager to execute an MOU with SLA Inc. to support the planning, funding coordination, and conceptual development of the proposed Raymond Street Park Joint-Use Equestrian and Community Enhancement Project.

FISCAL IMPACT

Approval of the proposed MOU would not result in any immediate construction-related fiscal impact.

Preliminary conceptual estimates indicate that the overall project may range from approximately $3 million to $4 million, depending on the final design scope, infrastructure needs, and funding availability.

SLA Inc. intends to pursue regional, state, federal, nonprofit, and environmental grant opportunities to help offset future project costs. Any future requests for matching funds or capital appropriations will be presented separately to the City Council for consideration and approval.

RECOMMENDATION

Staff recommends that the City Council:

1. Receive and file this report regarding the Raymond Street Park Joint-Use Equestrian and Community Enhancement Project ("Project").

2. Authorize the City Manager to negotiate and execute a Memorandum of Understanding ("MOU") with SLA Inc. for collaboration related to project planning, grant development, conceptual design support, community outreach, and funding coordination for the Raymond Street Park Project.

3. Authorize the City Manager to execute any related administrative documents necessary to implement the intent of this action, subject to approval as to form by the City Attorney.

FORWARDED BY
BRYAN SPRAGG
DEPARTMENT OF RECREATION

JERRY GROOMES
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH SLA INC. FOR THE RAYMOND STREET PARK JOINT-USE EQUESTRIAN AND COMMUNITY ENHANCEMENT PROJECT.

WHEREAS, the City of Compton ("City") seeks to expand recreational opportunities, promote community wellness, support public safety, and preserve its cultural and equestrian heritage through strategic investment in parks and public spaces; and

WHEREAS, Raymond Street Park has been identified as a priority site for potential enhancement due to its cultural significance, community use, and opportunities for multi-benefit improvements; and

WHEREAS, the proposed Raymond Street Park Joint-Use Equestrian and Community Enhancement Project is intended to support recreational access, promote wellness, enhance neighborhood investment, improve public safety, and preserve Compton's equestrian heritage; and

WHEREAS, the City is exploring the Raymond Street Park Joint-Use Equestrian and Community Enhancement Project ("Project") to provide equestrian-compatible trails, recreational amenities, landscaping improvements, safety enhancements, public art, gathering areas, and other features that support environmental sustainability and community revitalization; and

WHEREAS, SLA Inc., doing business as Sustainable Labor Alliance, has experience in community-based environmental improvement, workforce development, conceptual planning, and collaborative project coordination, and has expressed interest in supporting development of the Project; and

WHEREAS, the City of Compton and SLA Inc. desire to establish a cooperative framework through a Memorandum of Understanding ("MOU") to support early-stage project planning activities, including conceptual development, community outreach, feasibility evaluation, and the joint identification, pursuit, and application for external grant funding opportunities related to the Project; and

WHEREAS, the Parties agree that this MOU is non-binding, does not authorize construction, and does not obligate the City to commit financial resources unless expressly approved by future City Council action.

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

Section 1. The City Council hereby authorizes the City Manager to execute a Memorandum of Understanding ("MOU") with SLA Inc. for collaboration related to project planning, conceptual development, grant development, community outreach, feasibility assessments, and funding coordination for the Raymond Street Park Joint-Use Equestrian and Community Enhancement Project.

Section 2. The City Manager is hereby authorized to execute any related administrative documents necessary to carry out the intent of this Resolution, subject to approval as to form by the City Attorney.

Section 3. The City Clerk shall certify to the adoption of this Resolution, and a certified copy shall be filed in the offices of the City Manager, City Attorney, City Controller, City Clerk, and the Parks and Recreation Department.

Section 4. 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 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: COUNCILMEMBERS-
NOES: COUNCILMEMBERS-
ABSTAIN: COUNCILMEMBERS-
ABSENT: COUNCILMEMBERS-

_____
SATRA D. ZURITA
CITY CLERK OF THE CITY OF COMPTON

Memorandum of Understanding

DATE: May 13, 2026

SUBJECT: Raymond Street Park Joint-Use Equestrian and Community Enhancement Project.

PARTIES: **City of Compton**, a municipal corporation ("City"), and **SLA Inc.**, a California 501(c)(3) nonprofit organization, doing business as **Sustainable Labor Alliance** ("SLA Inc."). Collectively referred to as the "Parties."

This Memorandum of Understanding ("MOU") is entered into as of this **___ day of _____, 2026**, by and between the Parties identified herein.

RECITALS

WHEREAS, the City of Compton ("City") seeks to expand recreational opportunities, promote community wellness, support public safety, and preserve its cultural and equestrian heritage through strategic investment in parks and public spaces; and

WHEREAS, Raymond Street Park has been identified as a priority site for potential enhancement due to its cultural significance, community use, and opportunities for multi-benefit improvements; and

WHEREAS, the proposed Raymond Street Park Joint-Use Equestrian and Community Enhancement Project is intended to support recreational access, promote wellness, enhance neighborhood investment, improve public safety, and preserve Compton's equestrian heritage; and

WHEREAS, the City is exploring the Raymond Street Park Joint-Use Equestrian and Community Enhancement Project ("Project") to provide equestrian-compatible trails, recreational amenities, landscaping improvements, safety enhancements, public art, gathering areas, and other features that support environmental sustainability and community revitalization; and

WHEREAS, SLA Inc., doing business as Sustainable Labor Alliance, has experience in community-based environmental improvement, workforce development, conceptual planning, and collaborative project coordination, and has expressed interest in supporting development of the Project; and

WHEREAS, the City of Compton and SLA Inc. desire to establish a cooperative framework through a Memorandum of Understanding ("MOU") to support early-stage project planning activities, including conceptual development, community outreach,

feasibility evaluation, and the joint identification, pursuit, and application for external grant funding opportunities related to the Project; and

WHEREAS, the Parties agree that this MOU is non-binding, does not authorize construction, and does not obligate the City to commit financial resources unless expressly approved by future City Council action.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

PURPOSE

The purpose of this MOU is to formalize a cooperative partnership between the City and SLA Inc. to collaboratively support the planning, funding, and conceptual development of the Raymond Street Park Joint-Use Equestrian and Community Enhancement Project. This MOU authorizes SLA Inc. to work with the City to identify and pursue grant opportunities related to the Project.

PROJECT VISION

The Project aims to enhance Raymond Street Park through multi-benefit improvements including, but not limited to:

- Expanded tree canopy and shaded areas
- Improved landscaping and green space
- Equestrian-compatible trail systems and amenities
- Community gathering and recreational spaces
- Safe pedestrian circulation and ADA-accessible pathways
- Sustainable and climate-resilient design elements
- Preservation and integration of Compton’s equestrian culture

ROLES AND RESPONSIBILITY

A. SLA Inc. Responsibilities

Grant Identification and Application
- Identify and evaluate eligible grants and external funding opportunities
- Prepare and submit grant applications in coordination with the City
- Use the MOU as documentation of partnership for funding eligibility
- Pursue multiple funding sources as needed

Conceptual Planning and Design
- Assist with conceptual design and early-stage planning
- Incorporate community and City feedback
- Coordinate with consultants, partners, and funding agencies

Community Engagement
• Support outreach, engagement, and facilitation of meetings and workshops

Project Implementation (Upon Funding Award)
• Support the City in implementation planning, workforce development components, and partner coordination

Coordination and Communication
• Participate in regular project meetings
• Maintain consistent communication with stakeholders

B. City Responsibilities

Grant Partnership Authorization
• Support SLA Inc. in identifying and applying for grants
• Provide letters of support or required documentation as reasonably requested

Project Coordination
• Collaborate on conceptual planning, design review, and feedback

Access and Permissions
• Provide reasonable access to the Project site for planning purposes
• Share available site information

Permitting & Approvals
• Assist with internal coordination for permits and regulatory compliance
• Review and approve grant applications before submission, where appropriate

Implementation Upon Grant Award
• Collaborate in good faith to advance the Project if funding is secured
• Maintain ownership and long-term responsibility for park operations and maintenance

FUNDING APPROACH

The Parties acknowledge that:

1. The initial phase of this partnership is focused on securing grant funding;
2. SLA Inc. will lead grant pursuit efforts;
3. Multiple funding sources may be required to support the full Project.

This MOU does not obligate the City to commit General Fund or capital funds. Any future financial commitments must be approved separately by the City Council.

TERM

This MOU shall remain in effect for **four (4) years** from the date of execution unless terminated earlier by either Party with thirty (30) days written notice.

AMENDMENTS

This MOU may be amended only through written agreement signed by both Parties.

NON-BINDING EFFECT

This MOU establishes a cooperative working relationship but does not create binding contractual obligations for construction, funding, or expenditures. All future contractual relationships or financial commitments require separate, formal approval by the City Council.

SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the dates below.

CITY OF COMPTON
Name: _____
Title: _____
Signature: _____
Date: _____

SLA INC., dba Sustainable Labor Alliance
Name: Jessie Salazar
Title: Founder / President
Signature: _____
Date: _____

Proposed Plan

RAYMOND STREET PARK

Perspective Renderings

Proposed Amenities

Shade Structure With Seating

Signage Post

Water Trough

Tie Up Rail

Playground with Shade Sails

Trail Lighting

Fitness Equipment

Arena

May 13, 2026

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

FROM: **BRYAN K. SPRAGG, DIRECTOR OF RECREATION**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH SLA INC. FOR THE RAYMOND STREET PARK JOINT-USE EQUESTRIAN AND COMMUNITY ENHANCEMENT PROJECT.**

SUMMARY

The Raymond Street Park Joint-Use Equestrian and Community Enhancement Project is a proposed multi-benefit initiative aimed at revitalizing Raymond Street Park through a combination of recreational, cultural, and equestrian-focused improvements. The project seeks to honor Compton's equestrian heritage while expanding access to high-quality outdoor amenities, promoting wellness, enhancing public safety, and supporting neighborhood revitalization.

To advance this initiative, staff is requesting authorization for the City Manager to execute a Memorandum of Understanding ("MOU") with SLA Inc. The MOU will establish a cooperative framework to support grant identification, conceptual planning, community engagement, and funding coordination. The agreement does not authorize construction or commit the City to any capital expenditures; rather, it allows SLA Inc. and the City of Compton to pursue external funding opportunities and further refine project concepts.

Approval of the MOU will allow the SLA Inc. to continue early-stage planning efforts, conduct feasibility assessments, engage residents and stakeholders, and develop a long-term funding strategy for this transformative community project.

BACKGROUND

The City of Compton continues to prioritize investments in parks, recreational amenities, wellness infrastructure, and community-focused public spaces. Raymond Street Park has been identified as a strategic location for a joint-use recreational enhancement project that reflects the City's cultural identity and long-standing equestrian traditions. Residents, stakeholders, and community organizations have consistently expressed interest in the following:

- Expanded recreational opportunities
- Improved park safety and visibility
- Preservation of Compton's equestrian culture

- Increased access to outdoor wellness amenities
- Multi-generational park activation
- Youth-focused recreational programming
- Enhanced neighborhood investment

The project concept aims to address these priorities through a balanced, community-oriented approach that integrates passive recreation with equestrian-compatible infrastructure.

SLA Inc. has expressed interest in partnering with the City to support the conceptual development and funding strategy for the project. The proposed MOU would not authorize construction or commit the City to future capital expenditures; rather, it would establish a cooperative framework that allows both parties to pursue funding opportunities and evaluate project feasibility.

STATEMENT OF ISSUE

Raymond Street Park is in need of renovation and revitalization due to aging infrastructure. The proposed revitalization project aims to expand recreational opportunities for the surrounding community while incorporating and honoring the equestrian culture of the nearby neighborhood. Without an approved Memorandum of Understanding ("MOU"), the project partners cannot move forward with pursuing grant funding opportunities. Therefore, staff is seeking City Council authorization for the City Manager to execute an MOU with SLA Inc. to support the planning, funding coordination, and conceptual development of the proposed Raymond Street Park Joint-Use Equestrian and Community Enhancement Project.

FISCAL IMPACT

Approval of the proposed MOU would not result in any immediate construction-related fiscal impact.

Preliminary conceptual estimates indicate that the overall project may range from approximately $3 million to $4 million, depending on the final design scope, infrastructure needs, and funding availability.

SLA Inc. intends to pursue regional, state, federal, nonprofit, and environmental grant opportunities to help offset future project costs. Any future requests for matching funds or capital appropriations will be presented separately to the City Council for consideration and approval.

RECOMMENDATION

Staff recommends that the City Council:

1. Receive and file this report regarding the Raymond Street Park Joint-Use Equestrian and Community Enhancement Project ("Project").

2. Authorize the City Manager to negotiate and execute a Memorandum of Understanding ("MOU") with SLA Inc. for collaboration related to project planning, grant development, conceptual design support, community outreach, and funding coordination for the Raymond Street Park Project.

3. Authorize the City Manager to execute any related administrative documents necessary to implement the intent of this action, subject to approval as to form by the City Attorney.

FORWARDED BY
BRYAN SPRAGG
DEPARTMENT OF RECREATION

JEREOME GROOMES
Acting City Manager

MAY 26, 2026

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: JEROME GROOMES
ACTING CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A MULTI-YEAR EMPLOYEE HEALTH SERVICES AGREEMENT WITH CARBON HEALTH AND ESTABLISH A PURCHASE ORDER NOT TO EXCEED $75,000.00 FOR FISCAL YEAR 2026-2027

SUMMARY

This resolution authorizes the City Manager to enter into a multi-year Employee Health Services Agreement with Carbon Health covering fiscal years 2025-2026 and 2026-2027, to support occupational health and pre-employment medical services for the Human Resources department. The Human Resources department has sufficient funds currently appropriated within the fiscal year 2025-2026 budget under Account #1001-560-000-4260 (Human Resources – Medical Services) to cover all services procured during the current fiscal year for an amount not to exceed Ten Thousand Dollars ($10,000.00), and no budget modification is required. For fiscal year 2026-2027, a purchase order not to exceed $75,000.00 will be established under the same account, for which sufficient funds are expected to be appropriated with no budget modification anticipated.

BACKGROUND

Carbon Health is a provider of occupational health and pre-employment medical testing services, offering comprehensive employee health services through licensed physicians and qualified personnel at various locations. The Human Resources department requires these services to process medical testing and evaluations for candidate pre-employment, fitness-for-duties, return-to-works, and other necessary services assessing City employee health.

The Human Resources department is transitioning from its prior occupational health provider to Carbon Health, effective fiscal year 2025-2026, to ensure continuity of essential health services and provide the City with access to a broader network of medical providers. Staff from the Human Resources department and Carbon Health collaborated to establish a standardized fee schedule for all necessary services.

To ensure uninterrupted provision of these services, a multi-year agreement with Carbon Health is recommended, covering fiscal years 2025-2026 and 2026-2027. The agreement carries an initial one-year term commencing on the effective date of services, with an automatic renewal for one additional year unless either party provides written notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

STATEMENT OF ISSUE

The Human Resources department requires a reliable occupational health and pre-employment medical services provider to fulfill ongoing operational obligations. Entering into a two-year agreement with Carbon Health and establishing a purchase order not to exceed Seventy-Five Thousand Dollars ($75,000.00) for fiscal year 2026-2027 will ensure continuity of vital employee health services and fiscal accountability. No budget modification is required for fiscal year 2025-2026, as sufficient funds are already appropriated under Account #1001-560-000-4260 (Human Resources – Medical Services). Sufficient funds are also expected to be appropriated for fiscal year 2026-2027 under the same account, requiring no budget modification for that year either.

FISCAL IMPACT

Sufficient funds are currently appropriated under Account #1001-560-000-4260 (Human Resources – Medical Services) to cover the cost of all services procured under this Agreement during the current fiscal year budget for an amount not to exceed Ten Thousand Dollars ($10,000.00), and no budget modification or transfer is required. For fiscal year 2026-2027, a purchase order not to exceed Seventy-Five Thousand Dollars ($75,000.00) will be established under the same Account #1001-560-000-4260 (Human Resources – Medical Services). Sufficient funds are expected to be appropriated in the fiscal year 2026-2027 budget under the same account, and no budget modification is anticipated.

RECOMMENDATION

It is recommended that the City Council adopt the attached resolution authorizing the City Manager to enter into a multi-year Employee Health Services Agreement with Carbon Health covering fiscal years 2025-2026 and 2026-2027; acknowledging that sufficient funds are appropriated in the fiscal year 2025-2026 budget under Account #1001-560-000-4260 (Human Resources – Medical Services) to cover all current fiscal year services with no budget modification required; and establishing a purchase order not to exceed Seventy-Five Thousand Dollars ($75,000.00) for fiscal year 2026-2027 under the same account, for which sufficient funds are expected to be appropriated.

TAQUAN JONES
HUMAN RESOURCES DEPARTMENT

APPROVED FOR FORWARDING:

JEROME GROOMES
ACTING CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A MULTI-YEAR EMPLOYEE HEALTH SERVICES AGREEMENT WITH CARBON HEALTH AND ESTABLISH A PURCHASE ORDER NOT TO EXCEED $75,000.00 FOR FISCAL YEAR 2026-2027

WHEREAS, Carbon Health ("Carbon Health") is a provider of occupational health and pre-employment medical testing services, offering comprehensive employee health services through licensed physicians and qualified personnel at various accessible locations; and

WHEREAS, the Human Resources Department at the City of Compton requires occupational health and pre-employment medical services to process medical testing and evaluations for candidate pre-employment, fitness-for-duties, return-to-works, and other necessary and required services assessing City employee health; and

WHEREAS, the City of Compton is transitioning from its prior occupational health provider to Carbon Health, effective for fiscal year 2025-2026, to ensure continuity of essential employee health services and access to a broader network of qualified medical providers; and

WHEREAS, staff from both the Human Resources Department and Carbon Health collaborated to standardize the fees placed for each necessary service; and

WHEREAS, to ensure the uninterrupted provision of these necessary employee health services, a multi-year agreement with Carbon Health is recommended covering fiscal years 2025-2026 and 2026-2027, with an initial one-year term commencing on the effective date of services and automatically renewing for one additional year unless either party provides written notice of non-renewal at least thirty (30) days prior to the end of the then-current term, as this timeframe ensures that no expenditures will remain unpaid; and

WHEREAS, the Human Resources Department has sufficient funds currently appropriated within the fiscal year 2025-2026 budget under Account #1001-560-000-4260 (Human Resources - Medical Services) to pay for all services procured under this Agreement during fiscal year 2025-2026 for an amount not to exceed Ten Thousand Dollars ($10,000.00); and

WHEREAS, a Purchase Order of $75,000 will be established for fiscal year 2026-2027, and funding for all services procured under this Agreement during fiscal year 2026-2027 will also be budgeted and appropriated from Account #1001-560-000-4260 (Human Resources – Medical Services).

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

SECTION 1. That the City Manager is hereby authorized to enter into a multi-year Employee Health Services Agreement with Carbon Health covering fiscal years 2025-2026 and 2026-2027, commencing on the effective date of services provided.

SECTION 2. That the City Manager is hereby authorized to acknowledge that sufficient funds are currently appropriated in the fiscal year 2025-2026 budget under Account #1001-560-000-4260 (Human Resources – Medical Services) to pay for services procured under this Agreement during fiscal year 2025-2026 for an amount not to exceed Ten Thousand Dollars ($10,000.00), and that no budget modification is required for the current fiscal year.

SECTION 3. That the City Manager is hereby authorized to establish a purchase order not to exceed Seventy-Five Thousand Dollars ($75,000.00) for fiscal year 2026-2027, for the purpose of paying invoices for medical and employee health services provided by Carbon Health pursuant to the referenced agreement. Sufficient funds are expected to be appropriated in the fiscal year 2026-2027 budget under the same Account #1001-560-000-4260 (Human Resources – Medical Services).

SECTION 4. That the fee schedule for all services provided by Carbon Health shall be as set forth in the Fee Schedule and are depicted as follows:

Category	Service	Rate
Drug & Alcohol Testing	Drug Screen - 4 Panel	$66
Drug & Alcohol Testing	Drug Screen - 5 Panel	$66
Drug & Alcohol Testing	Drug Screen - 6 Panel	$66
Drug & Alcohol Testing	Drug Screen - 7 Panel	$66
Drug & Alcohol Testing	Drug Screen - 8 Panel	$66
Drug & Alcohol Testing	Drug Screen - 9 Panel	$77
Drug & Alcohol Testing	Drug Screen - 10 Panel	$77
Drug & Alcohol Testing	Drug Screen - 12 Panel	$77
Drug & Alcohol Testing	Breath Alcohol Testing (DOT/NON-DOT)	$53
Drug & Alcohol Testing	Observed Drug Screen	$80
Drug & Alcohol Testing	Split-Cup Drug Screen (DOT Drug Screen)	$80
Drug & Alcohol Testing	Oral Fluid Test	$90
Physical Examinations	DOT Physical	$135
Physical Examinations	DOT Physical Follow Up	$55
Physical Examinations	New Firefighter Physical	$499
Physical Examinations	Annual Firefighter Physical	$374
Physical Examinations	EKG - Routine (must be combined with a provider visit)	$42
Physical Examinations	Pre-Employment Physical	$100
Physical Examinations	FIT for Duty Exam	$165
Physical Examinations	US Coast Guard Physical	$199
Physical Examinations	BMI - Biometrics	$20
Physical Examinations	Respirator Fit Test - Qualitative	$65
Physical Examinations	Respirator Fit Test - Quantitative	$75
Physical Examinations	OSHA Questionnaire (Clear to FIT)	$60
Physical Examinations	Spirometry	$75
Physical Examinations	COVID Evaluation (PCR Test available for additional cost)	$126
Physical Examinations	Lift Assessment	$75
Physical Examinations	Whisper Test	$5
Physical Examinations	Audiometry	$66
Physical Examinations	Ishihara Color Test	$43
Physical Examinations	Vision Exam (Jaeger)	$10
Physical Examinations	Visual Acuity (Snellen)	$10
Tuberculosis Testing	TB Risk Assessment	$40
Tuberculosis Testing	TB Skin Test	$55
Tuberculosis Testing	TB Blood Test - QuantiFERON	$100
Tuberculosis Testing	TB Blood Test - T Spot	$100
Tuberculosis Testing	Chest X-Ray - Single View (to rule out TB)	$65
Radiology	Chest X-Ray - Single View	$65
Radiology	Chest X-Ray - 2 View	$70
Radiology	L/S Spine X-Ray (2-View)	$70
Radiology	B Read	$90
Titers & Vaccinations	Titer - Hep B	$20
Titers & Vaccinations	Titer - MMR	$40
Titers & Vaccinations	Titer - Varicella (Chicken Pox)	$60
Titers & Vaccinations	Vaccine Administration	$10
Titers & Vaccinations	Vaccine - Hep B (Adult)	$115
Titers & Vaccinations	Vaccine - MMR	Upon Request
Titers & Vaccinations	Vaccine - Varicella (Chicken Pox)	Upon Request
Titers & Vaccinations	Vaccine - Tetanus/Diphtheria Booster	Upon Request
Laboratory Testing	Comprehensive Metabolic Panel	$15

Laboratory Testing	Complete Blood Count	$10
Laboratory Testing	Glucose	$10
Laboratory Testing	Heavy Metal Panel	$193
Laboratory Testing	Arsenic, Blood	$183
Laboratory Testing	HDL Cholesterol	$10
Laboratory Testing	Total Cholesterol	$33
Laboratory Testing	Venipuncture (Blood Draw)	$25
Laboratory Testing	Basic Metabolic Panel	$10
Laboratory Testing	Urinalysis without Micro	$10
Laboratory Testing	Hepatitis Panel - Acute	$38
Laboratory Testing	Thyroid Panel with TSH	$10
Laboratory Testing	Triglycerides	$10
Laboratory Testing	Finger Stick - Glucose	$25
First Aid	Virtual First Aid	$109
First Aid	First Aid [In Person]	$199

SECTION 5. That copies of this Resolution shall be filed in the offices of the City Manager, City Clerk, City Controller, Legal Division, and Human Resources Department.

SECTION 6. 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 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

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EMPLOYEE HEALTH SERVICES AGREEMENT

This **Employee Health Services Agreement** ("Agreement") is effective as of the first date of services provided, (the "Effective Date"), by and between **Carbon Health** and other affiliated providers as provided in the Notice of Privacy Policy (link) ("Medical Group" or collectively "Medical Groups") and **City of Compton** an employer ("EMPLOYER"). Medical Group(s), and EMPLOYER may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Medical Group employs physicians licensed to practice occupational medicine in the State where services are provided and related personnel who are qualified to provide occupational medicine services (each, a "Provider").

WHEREAS, EMPLOYER wishes to provide certain pre-employment and employment healthcare services to its employees as an independent contractor;

WHEREAS, EMPLOYER desires to engage the Medical Group to provide the pre-employment and employment healthcare and care coordination services to its employees in accordance with this Agreement; and

NOW, THEREFORE, in exchange for the promises made hereunder and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Recitals. The above recitals are incorporated herein by reference.

2. Services

2.1 Carbon Health Services. During the term of this Agreement, the Medical Group, as applicable, shall provide the services described in the applicable Fee Schedule found in section 5.4 of this Agreement (the "Services"). The Medical Group, as applicable, may in its discretion provide some of the Services by engaging the services of third party contractors.

2.2 Non-Exclusivity. During the Term, the Medical Group(s) shall be a provider of Services through EMPLOYER's pre-employment and employment health programs, but EMPLOYER may engage other providers to perform the same or similar services. the Medical Group(s) shall continue to be free to perform similar services for other clients, including competitors of EMPLOYER.

2.3 Qualifications. Providers shall at all times be qualified, professionally competent, and, as applicable, duly licensed in the state where Services are being provided.

3. EMPLOYER Responsibilities.

3.1 Promotion. EMPLOYER shall use commercially reasonable efforts to promote the Services to its employees and educate and engage employees using the Medical Group(s)'s content and materials, as approved in advance by the Medical Group(s) ("Services Content"). EMPLOYER acknowledges it has no authority to modify Services Content without the prior written approval of the Medical Group(s). Any and all materials used or created by EMPLOYER or its employees or agents to describe the Services must be approved by the Medical Group(s)prior to any distribution by EMPLOYER (including but not limited to, those in written form, on websites, radio, television, and/or

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sent by email or fax). In addition, EMPLOYER hereby authorizes Medical Group(s) to communicate directly with its employees for the purpose of: (A) promoting the Services to the employees; and (B) treatment, payment, and health care operations of the Medical Group(s).

3.2 Representations & Warranties. EMPLOYER represents as follows, and shall notify the Medical Group(s)within five (5) business days upon becoming aware any of the representations below is no longer correct:
3.2.1 EMPLOYER has the authority to enter into this Agreement.
3.2.2 EMPLOYER is not bound by any agreement or arrangement that would preclude it from entering into, or from fully performing the services required under this Agreement. 3.2.3 Neither EMPLOYER nor any of its employees, officers or agents: (i) are "sanctioned persons" under any federal or state program or law; (ii) has been listed in the current List of Excluded Individuals and Entities by the Office of Inspector General for the U.S. Department of Health and Human Services; (iii) has been listed on the General Services Administration's List of Parties Excluded from Federal Programs; (iv) has been listed on the U.S. Department of Treasury, Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List; or (v) has been convicted of a criminal offense related to health care.

3.3 ERISA and PPACA. EMPLOYER understands, acknowledges and represents that (i) the Services are part of the medical benefit plan or similar program that the EMPLOYER Plans provide or offer for the benefit its employees, and (ii) it is solely responsible for complying with the Employee Retirement Income Security Act ("ERISA"), the Patient Protection and Affordable Care Act ("PPACA"), and other applicable law governing the EMPLOYER'S provision of such benefits, including, without limitation, any such provisions or rules relating to annual or lifetime benefit limits, preventive care, maximum out-of-pocket or cost-sharing restrictions, continuation coverage requirements, and any required coordination of the benefits provided by EMPLOYER.

4. Carbon Health Responsibilities.

4.1 Employee Files. Medical Group(s) shall maintain a file of the employees' information and update the file periodically with information provided by EMPLOYER.

4.2 Licensure Procedures. Medical Group(s) shall maintain reasonable procedures to confirm Providers are duly licensed and qualified to practice their respective professions in the state in which the Services are provided.

4.3 Service Content. the Medical Group(s)shall provide to EMPLOYER Services Content in digital format to use as needed with communications with employees about the Services, to be uploaded and published for all employees via EMPLOYER's corporate intranet. The Medical Group(s) may deploy email communications directly to employees about the Services.

4.4 Representations & Warranties. The Medical Group(s) each represents as follows, and shall notify EMPLOYER within five (5) business days upon becoming aware any of the representations below is no longer correct:
4.4.1 Each Medical Group has the authority to enter into this Agreement.
4.4.2 Neither Medical Group are bound by any agreement or arrangement that would preclude it from entering into, or from fully performing the services required under this Agreement. 4.4.3 Neither Medical Group, or any Provider delivering services under this Agreement: (i) is "sanctioned persons" under any federal or state program or law; (ii) has been listed in the current List of Excluded Individuals and Entities by the Office of Inspector General for the U.S. Department of Health and Human Services; (iii) has been listed on the General Services Administration's List of

Parties Excluded from Federal Programs; (iv) has been listed on the U.S. Department of Treasury, Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List; or (v) has been convicted of a criminal offense related to health care.

5. Payment Terms and Service Fees

5.1 Fees. EMPLOYER agrees to pay Medical Group(s) the fees specified in the applicable Exhibit(s) incorporated herein by reference (the "Service Fees").

5.2 Billing and Payment Terms. Any amount not paid when due will be subject to finance charges equal to 1.5% per month or the highest rate permitted by applicable law, whichever is less, determined and compounded daily from the date due until the date paid, and failure of EMPLOYER to pay the Service Fees when due may result in the Medical Group(s) withholding services if the payment is not made within ninety (90) days of the due date. EMPLOYER will also reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by the Medical Group(s) to collect any amount that is not paid when due. Medical Group(s) reserves the right to change pricing at any time, provided that Medical Group(s) gives at least thirty (30) days prior written notice of the new rates to EMPLOYER.

5.3 Taxes. Other than federal and state net income taxes imposed on the Medical Group(s), EMPLOYER will bear all taxes, duties, and other governmental charges (collectively, "taxes") resulting from this Agreement. Unless otherwise specified in the applicable Agreements, the Service Fees payable to the Medical Group(s) under this Agreement do not include any taxes or other amounts assessed or imposed by any governmental authority.

5.4 Pricing. Fee schedule linked here.

6. Term. The initial term of this Agreement shall be one (1) year, commencing on the Effective Date ("Initial Term"). Upon the conclusion of the Initial Term, this Agreement shall automatically renew for successive one (1) year terms (each, a "Renewal Term"), unless a Party provides written notice to the other Party of its intent to not to renew the Agreement at least thirty (30) days prior to the end of the then-current term.

7. Termination.

7.1 For Convenience. Either Party may terminate this Agreement for convenience upon at least thirty (30) days' written notice.

7.2 Notice of Material Breach. If any Party commits a material breach in the performance of any of its obligations under this Agreement, the non-breaching Party may give the breaching Party written notice of the breach and the non-breaching Party's intent to terminate this Agreement pursuant to this Section if the breach is not cured within thirty (30) days after the date of the notice (or a later date as may be specified in the notice). Without limitation, any failure by EMPLOYER to timely pay to the Medical Group(s) any amounts to be paid under this Agreement will constitute a material breach of this Agreement, and the Medical Group(s) may, without limitation of any of its other rights and remedies available, suspend performance of any Services under this Agreement then in progress during any time that EMPLOYER fails to pay any amounts owed to the Medical Group(s). If the breaching Party fails to cure any material breach specified in such notice within thirty (30) days after the date of the notice (or a later date as may be specified in the notice), then the non-breaching Party may terminate this Agreement covering the Services with respect to which the breach or default occurred by giving the breaching Party written notice of termination.

7.3 Immediate Termination. Either Party may terminate this Agreement immediately by written notice to the other Party upon the occurrence of any of the following events: (i) the other Party is listed by a federal agency as being disbarred, excluded, terminated, or otherwise ineligible for federal healthcare program participation; (ii) the other Party discontinues operations for at least fifteen (15) days or loses its required licensure or accreditation; (iii) the other Party files a petition in bankruptcy, or makes an assignment for the benefit of creditors; if any involuntary petition in bankruptcy or petition for an arrangement pursuant to any bankruptcy laws is filed against the other Party and is not dismissed within ninety (90) days; or if a receiver is appointed for the business of all or part of the other Party.

7.4 Effect of Termination. If this Agreement is terminated in accordance with this Section, then, unless otherwise specifically provided for in this Agreement, the following will apply: (a) the Parties will cooperate to effect an orderly and efficient termination of the Parties' respective activities; (b) Neither of the Medical Group(s) will have any obligation to perform any Services after the effective date of the termination; (c) EMPLOYER will pay to the Medical Group(s), as applicable, any Service Fees and other amounts payable for the Services performed under this Agreement through the effective date of the termination (it being acknowledged that any upfront portion of any Service Fees will not be prorated or refunded) and the actual, out-of-pocket expenses incurred by the Medical Group(s) for performance of the Services prior to the effective date of termination; and (d) any and all liabilities accrued prior to the effective date of the termination will survive. To the extent the Parties entered into any licensing or other agreements regarding the Services, such agreements shall immediately and automatically terminate concurrent with this Agreement. Within ten (10) days of the termination or expiration of this Agreement, each Party shall return to the other all equipment, software, and confidential information of the other Party, and EMPLOYER shall pay in full all fees due to the Medical Group(s).

8. Relationship of the Parties. The Parties are, and shall at all times function as, independent contractors under this Agreement. No Party is an employee, principal, agent, or partner of the other Party. No Party is authorized to assume or create any obligations or liabilities, express or implied, on behalf of or in the name of the other Party, except to the extent otherwise specifically contemplated herein. The employees, agents and representatives of a Party shall at all times be under the exclusive direction and control of that Party. the Medical Group(s) and any third party contractor engaged by a Medical Group, shall be considered to be acting only as a consultant to EMPLOYER with respect to the Services and shall not be considered in a fiduciary, trustee or sponsor relationship with any Plan.

9. Indemnification; Limitation of Liability; Insurance.

9.1 Indemnification. Carbon Health should indemnify and hold harmless Client from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with the provision of services under this Agreement, except to the extent caused by the negligence or willful misconduct of Client.

9.2 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, NEITHER PARTY WILL UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, EVEN IF SUCH PARTY IS APPRISED OF THE LIKELIHOOD OF THESE DAMAGES OCCURRING. UNDER NO CIRCUMSTANCES WILL ANY MEDICAL GROUP'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO

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THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY EMPLOYER TO THE MEDICAL GROUP(S) UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE DATE OF THE ACTION OR CLAIM.

9.3 Insurance. Each Party will maintain such insurance coverage, or a program of self-insurance, as is reasonably necessary to support its respective indemnification obligations and in amounts consistent with the insurance coverage amounts maintained by similar entities and at least in the minimums required under applicable state law. Upon written request, each Party shall provide evidence of such insurance coverage to the other Party. Additionally, each Medical Group agrees to maintain appropriate liability insurance and provide for or contractually obligate each licensed Provider to have medical malpractice insurance coverage.

10. Confidentiality.

10.1 Confidential Information. The Parties agree to hold each other's confidential information, including the terms of this Agreement, strictly confidential and shall not disclose it to anyone without first obtaining the written consent of the other Party, except in the ordinary course of business to agents of the Parties who have agreed to maintain the confidentiality of such matters. Each Party's confidential information shall remain the sole and exclusive property of that Party. Due to the unique nature of the virtual care Services it has developed and offers, each Medical Group's confidential information also includes, but is not limited to, each Medical Group's Intellectual Property, financial information, plans, business information, financial information, algorithms, protocols, materials and design of various elements of any relevant systems which may be seen or explained, the Services as a whole, the methods of operation thereof and the various applications thereof, trade secrets, and all other information that might reasonably be considered confidential, secret, sensitive, proprietary, or private whether communicated in writing or verbally. Notwithstanding the foregoing, nothing in this Agreement shall prohibit any Medical Group from using patient information or clinical or performance data obtained in connection with performing the Services hereunder for its own business purposes provided all such use is in accordance with the HIPAA Requirements (defined below).

10.2 Exceptions to Confidentiality. No Party shall have any obligation with respect to confidential information which: (i) is known or used by the receiving Party prior to disclosure by the disclosing Party; (ii) either before or after the date of the disclosure by the disclosing Party is disclosed to the receiving Party by a third party under no obligation of confidentiality to the disclosing Party; (iii) either before or after the date of the disclosure to the receiving Party becomes published or generally known to the public through no fault of the receiving Party; (iv) is independently developed by the receiving Party; (v) is required to be disclosed by a final order of a court of competent jurisdiction; or (vi) is otherwise required to be disclosed by applicable law following reasonable notice to the disclosing Party. If any Party is requested or compelled to disclose any confidential information, such Party will provide the other Parties with prompt written notice of such request(s) to allow the other Parties to seek a protective order or remedy or consent to the disclosure. If a protective order is not obtained, or that compliance with the provisions of this Agreement is waived, the Party making disclosure agrees that it shall disclose only such information that is legally required and will exercise its best efforts to obtain reliable assurances that confidential treatment will be accorded to such information that is being disclosed.

10.3 Improper Disclosure. Any use or disclosure of the other Party's confidential information other than as specifically provided for in this Agreement may result in irreparable injury and damage to the non-using or non-disclosing Party. In the event of use or disclosure by the other Party other than as

specifically provided for in this Agreement, the non-using or non-disclosing Party may be entitled to equitable relief as granted by any appropriate judicial body. Except with regard to De-Identified Data or information which is not feasible to return, upon written request of either Party hereto, the other Party will promptly return to such requesting Party or destroy any confidential information in its possession and certify in writing to the requesting Party that it has returned or destroyed all such confidential information.

11. Compliance; Referrals. Each Party agrees to comply with all applicable laws and regulations in performing its obligations hereunder, including but not limited to the federal and state anti-kickback and self-referral laws and regulations at all times during the term of this Agreement. Although the Medical Group(s) are obligated to provide the Services specified in this Agreement, no Party is required to refer patients to, or otherwise generate business for, the other Party. The Parties intend this Agreement to comply with 42 U.S.C. § 1320a-7b(b) (the Anti-Kickback Statute), 42 U.S.C. § 1395nn (the Stark Law) and any other federal or state law provision governing healthcare fraud and abuse. The fees herein have been determined through good faith and arm's length bargaining to be commercially reasonable and consistent with the fair market value of the Services. The fees do not include any discount, rebate, kickback or other reduction in charge, nor is it intended to be an inducement or payment for referral of patients from one Party to another.

12. Privacy and Security; HIPAA. The Parties shall comply with all applicable federal and state laws and regulations relating to the maintenance, uses and disclosures of protected health information, including without limitation the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320d through d-8, as amended, and its implementing regulations and other guidance, including federal privacy regulations and security standards ("HIPAA Requirements").

13. Entire Agreement; Amendment. This Agreement sets forth the entire agreement between the Parties with regard to the subject matter hereof, and supersedes all prior or contemporaneous oral or written agreements. This Agreement and Exhibits may be amended only by a written agreement signed by both Parties.

14. Governing Law. Unless prohibited by law, this Agreement will be governed by the laws of California without giving effect to applicable conflict of laws provisions. With respect to any litigation arising out of or relating to this Agreement, each Party agrees that it will be filed in and heard by the state or federal courts with jurisdiction to hear suits located in San Francisco County, California.

15. Notices. All notices shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been received when delivered in person or as of the date recorded on a signature card or similar proof of receipt, to the address on the signature blocks at the end of this Agreement. Any notices to the Medical Group(s) must be sent to PO Box 210, Portsmouth, NH 03802 (or other address on latest invoice from the Medical Group(s)) as well as a copy to legal@carbonhealth.com.

16. Assignment; Binding Effect. EMPLOYER may not assign or transfer this Agreement without the prior written consent of the Medical Group(s). Any Medical Group may assign or transfer this Agreement, and/or any of its rights, duties, or obligations hereunder to any entity that is an affiliate or subsidiary of any Medical Group or any successor organization assuming a controlling interest in any Medical Group or its assets. This Agreement shall inure to the benefit of and bind the Parties hereto and their respective heirs, representatives, successors and permitted assigns.

17. Publicity. Other than as provided in this Agreement, neither Party will use for publicity,

promotion or otherwise, any logo, name or mark of the other Party without that Party's prior, written, express consent. Notwithstanding the foregoing, the Medical Group(s) may identify EMPLOYER as a user of the Services. The Parties may publicly announce they have entered into this Agreement, but neither shall disclose the specific terms of this Agreement (including pricing) to any third party.

18. Access to Books and Records. The Comptroller General of the United States, HHS and their duly authorized representatives shall have access to Medical Group(s)' contracts, books, documents and records related to this Agreement necessary to verify the nature and extent of the costs of services provided by Medical Group and included in the EMPLOYER'S cost report and for four (4) years after the Services are furnished. Access shall be provided in accordance with the provisions of Public Law 96-499, the Omnibus Reconciliation Act of 1980. The Comptroller General, HHS and their duly authorized representatives shall also have similar access to such contracts, books, documents and records as are subject to Section 186I(V)(I)(I)(i) & (ii) of the Social Security Act pertaining to any subcontract between Medical Group and any organization related to Medical Group if that subcontract involves the provision of services with a value in excess of $10,000.

20. Consent to Receive Email Notifications. EMPLOYER consents to receiving email notifications from Medical Group(s) each time a new result is available for one of EMPLOYER's employees while they are receiving services from Medical Group(s) under this Agreement.

19. Miscellaneous.

19.1 Modification and Waiver. This Agreement may not be modified or amended except by a writing which is signed by authorized representatives of each of the Parties. Any Party's failure to exercise any right or the waiver by any Party of any breach will not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same.

19.2 Third Party Beneficiary. Nothing contained herein shall be construed to confer any benefit on persons who are not Parties to this Agreement.

19.3 Severability. Each provision of this Agreement is intended to be severable, and if any provision is determined by a court of competent jurisdiction to be illegal or invalid or unenforceable for any reason whatsoever, such provision will be severed from this Agreement and will not affect the legality or validity or enforceability of the remainder of this Agreement or any other provision hereof.

19.4 Captions. Captions are used solely for convenience.

19.5 Non-Discrimination. Each Party agrees that, in the performance of this Agreement, services will be provided without discrimination toward any patients, employees, or other persons to the extent prohibited by law.

19.6 Force Majeure. Either Party shall be excused from delays in performing its obligations if resulting from causes beyond the reasonable control of the party, including default of vendors, acts of God, governmental actions, fire, flood, epidemic, and embargoes.

19.7 Counterparts. This Agreement may be executed in one or more counterparts, all of which together shall constitute only one agreement.

19.8 Survival. The following sections shall survive expiration, nonrenewal, or termination of this Agreement: Taxes, Effect of Termination, Relationship of the Parties, Indemnification, Limitation of Liability, Confidentiality, Compliance; Referrals, Privacy and Security; HIPAA, Entire Agreement;

Docusign Envelope ID: 918072E8-B072-4970-8B0E-39DA57A6E304

Amendment, Governing Law, Notices, Assignment; Binding Effect, Publicity, and Miscellaneous.

THE PARTIES HERETO have executed this Agreement as of the Effective Date.

CARBON HEALTH

By: Signed by: Sujal Mandavia (signature)

Date: 12/10/2025
Name: Sujal Mandavia
Title: President

City of Compton

By: (siganture)

Date: 10 Dec 25
Name: Willie Hopkins, Jr.
Title: City Manager

~~**Legal Division:**~~

By: (siganture)

Date: 12/14/25

ATTEST:

By: Satra Dee Zurita (signature)

Date:
Name: Satra Zurita,
Title: City Clerk

Address: 205 S Willowbrook Ave,
Compton, CA 90220

RESOLUTION NO. 26,100

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 25,001 AND RATIFYING THE MAXIMUM APPROVAL LEVEL AUTHORIZED FOR THE CITY MANAGER'S SINGLE TRANSACTION LIMIT INCREASING THE LIMIT FROM $25,000 TO $75,000, AND HIS EMERGENCY SPENDING LIMIT TO $200,000 AND AUTHORIZING FULL SPENDING AUTHORITY IN THE EVENT OF AN EMERGENCY OR DISASTER DURING THE MONTH OF AUGUST

WHEREAS, On April 23, 2019, the City Council adopted Resolution No. 25,001 revising the City's policies and procedures for the approval of purchase orders, budgetary transfers, and contracts, and increasing the City Manager's maximum approval level of expenditures; and

WHEREAS, Per Resolution No. 25,001, the single transaction limit established for the City Manager that would not require adoption by a separate resolution of the City Council was $25,000 or less. Additionally, the same Resolution No. 25,001 also establishes a single transaction limit of $75,000 for the City Manager if the purchase is of urgent necessity for the preservation of life, health, property or fiscal stability.; and

WHEREAS, the conduct of City business relative to use of the City Manager's spending authority is not limited to travel and emergency situations, but includes all aspects of City business activity wherein it is necessary for the City Manager to authorize transactions related to City operations on an as required and/or necessary basis; and

WHEREAS, due to inflation eroding the purchasing power of these limitations, the existing limitations frequently create operational issues and cause delays in conducting routine business matters. Purchase of supplies and materials are often delayed for weeks as a result. These issues often create obstacles in staff's attempts to create efficiencies in service delivery to the community; and

WHEREAS, this resolution will solely increase the spending limit authorized for the City Manager. There is no fiscal impact for adoption of this resolution. The spending limit will increase to $75,000 for single transactions, and to $200,000 for purchases of urgent necessity; and

WHEREAS, full spending authority is being requested due to the council being out of session for the month of August, in order to continue providing services to the community. The full spending authority will only be exercised in the event of an extreme emergency, or disaster (natural or otherwise). Council will receive weekly reporting of any expenditures that have been authorized outside of the established limits of $75,000 for single transactions and $150,000 for urgent necessity

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

SECTION 1. That Resolution No. 25,001, adopted by the City Council on April 23, 2019, is hereby rescinded.

SECTION 2. That Purchase Orders do not require adoption by separate resolution of the City Council if they:

- Are for an amount of $50,000 or less, however except for the purchase of materials, supplies and goods, a written contract approved as to form only by the City Attorney or special counsel to the City Council or City Manager may be required. However, if the City Attorney or special counsel fails to approve the matter "as to form," such action by the City Attorney or special counsel shall not prevent or prohibit the contract from

being signed by the City Manager; and

- Are properly approved by the City Manager and/or required staff; and
- Are applied to an existing appropriation; or
- Fulfill in whole or in part a budgeted appropriation as adopted by Council in the Combined Budget Resolution for the current fiscal year; or
- Are purchase orders, regardless of amount, for the City-owned utility payments (e.g. electricity, water, gas), that are applied to an existing appropriation.

SECTION 3. That the following Purchase Order Procedures are now in effect:

- Purchase Orders for the same vendor, for the acquisition of related goods/services, and occurring in the same fiscal year shall be treated as one combined Purchase Order for purposes of determining if the $50,000 threshold is met.
- A new addition to an existing Purchase Order shall be combined with the original Purchase Order and any previous additions to the Purchase Order for purposes of determining if the $50,000 threshold is met.
- Purchase Orders will not be split in order to avoid the $50,000 threshold, including splits near the cutoff between fiscal years.
- A list of all Purchase Orders and Purchase additions over $5,000 issued during the previous month will be provided to the City Council by the City Controller on a monthly basis.

SECTION 4. That upon the review and approval as to form only by the City Attorney or special counsel to the City Council or City Manager, the City Manager is authorized to enter into contracts on behalf of the City, without first having City Council adoption of a separate resolution, when the total amount of compensation to be paid by the City pursuant to the contract is $50,000 or less. However, if the City Attorney or special counsel fails to approve the matter "as to form," such action by the City Attorney or special counsel shall not prevent or prohibit the City Manager from signing the contract. A list of such contracts entered into by the City wherein the amount of compensation to be paid is above $5,000 but below $50,000 shall be provided to the City Council by the City Manager on a monthly basis.

SECTION 5. That when faced with an urgent situation, the City Manager may authorize a purchase order of up to $200,000 without first having City Council adoption by resolution, if the purchase order is of urgent necessity for the preservation of life, health, property or fiscal stability. The City Manager, shall be recognized with full spending authority in the absence of the City Council for the month of August, when Council is out of session, to be exercised in the event of an extreme emergency, or disaster natural or otherwise.

SECTION 6. That work change orders on capital projects that are within the limits of California Public Contract Code Section 20455 (a) and (b) do not require City Council adoption by resolution. Work change orders using this section must be approved by the City Manager, in addition to any other required approval. If, in total, the work change orders on a single City project exceed $75,000 in the same fiscal year, the City Manager shall explain the work change orders at the next City Council meeting as an agenda item.

SECTION 7. That the City Manager may transfer budgeted amounts from one activity, cost center or department to another activity, cost center or department so long as they are within the same fund and do not increase the total budget authorized by City Council for that fund. A budgetary transfer that increases the total budgetary authority for the fund or between funds may only be authorized by a resolution of City Council. The administrative accounting for budgetary transfers is performed by the City Controller. Therefore, all such transfers shall be reported to the City Council on a monthly basis by the City Controller.

SECTION 8. That a certified copy of this Resolution shall be filed in the offices of the City Clerk and with every City department and agency.

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

ADOPTED this 23rd day of JULY, 2024.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Vernell McDaniel, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor, and attested by the City Clerk at a regular meeting thereof held on the 23rd day of JULY, 2024.

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

AYES: **COUNCIL MEMBERS-** DUHART, SPICER, BOWERS, DARDEN, SHARIF
NOES: **COUNCIL MEMBERS-** NONE
ABSENT: **COUNCIL MEMBERS-** NONE
ABSTAINS: **COUNCIL MEMBERS-** NONE

CITY CLERK OF THE CITY OF COMPTON

THIS CERTIFICATE IS NON TRANSFERABLE
POST IN A CONSPICIOUS PLACE

CITY OF COMPTON BUSINESS LICENSE CERTIFICATE

BUSINESS LICENSE DIVISION ~ 205 S. WILLOWBROOK AVE, COMPTON, CA 90220 ~ (310) 605-5508

The below named license holder has paid a business license fee to engage in, carry on or conduct a business trade, calling, profession, exhibition or occupation coded below until this certificate expires. Granting of this license does not entitle the license holder to operate or maintain a business license in violation of any other law or ordinance. In addition this license is not transferable to any other party, and no refunds will be issued for the license once a certificate has been issued.

LICENSE NO:	BL26-000056	**EXPIRATION DATE:**	03/03/2027
BUSINESS:	Carbon Health Medical Group of California, P.C	**ISSUE DATE:**	03/03/2026
LOCATION:	500 E Remington Drive, Suite 20	**OWNERSHIP TYPE:**	Corporation
OWNER NAME:	Carbon Health Medical Group of California, P.CSujal Mandavia,	**CLASSIFICATION:**	6211
MAILING ADDRESS:	500 E Remington Drive, Suite 20 Sunnyvale, CA 94087	**DESCRIPTION:**	
RESTRICTIONS:			

Carbon Health Medical Group of California, P.C
500 E Remington Drive, Suite 20
Sunnyvale, CA 94087

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/6/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alliant Insurance Services, Inc. 560 Mission St 6th Fl San Francisco CA 94105 License#: 0C36861 CARBHEA-01	CONTACT NAME: Shawna Mohn PHONE (A/C, No, Ext): (713) 470-4297 FAX (A/C, No): E-MAIL ADDRESS: Shawna.Mohn@alliant.com
INSURED Carbon Health Technologies, Inc. 500 E Remington Dr #20 Sunnyvale CA 94087	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Hartford Accident and Indemnit — 22357 INSURER B : Hartford Insurance Group — 914 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1714966512 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y		57UENAZ0UWP	8/15/2025	8/15/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000 $2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		57WEAN0LR0 57WEAN0MEJ	8/15/2025 8/15/2025	8/15/2026 8/15/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

See attached Endorsement for Additional Named Insured

City of Compton is included as an Additional Insured as respects General Liability to the extent provided in the attached form.

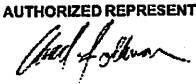
CERTIFICATE HOLDER

City of Compton
Department of Human Resources
205 S Willowbrook Ave
Compton CA 90220

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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Entity Name	Retroactive Dates
Aaliya Yaqub, M.D, P.C. d/b/a Steady Health Medical Group	5/19/2021
Alertive Corp.	10/1/2021
Alertive, LLC	9/23/2021
Carbon Health Alpha Medical Group of California, P.C.	6/30/2021
Carbon Health Alpha Medical Group of Florida, P.A.	3/9/2022
Carbon Health Alpha Medical Group of Kansas, P.A.	6/23/2021
Carbon Health Alpha Primary Care of California, P.C.	6/30/2021
Carbon Health Alpha Primary Care of Florida, P.A.	3/9/2022
Carbon Health Alpha Primary Care of Kansas, P.A.	6/23/2021
Carbon Health Colombia SAS	3/31/2023
Carbon Health East Bay Medical Group, P.C.	8/4/2021
Carbon Health East Bay Primary Care, P.C.	8/4/2021
Carbon Health Laboratories, Inc.	4/18/2022
Carbon Health Laboratory Holding Co., LLC	4/4/2022
Carbon Health Medical Group	5/1/2016
Carbon Health Medical Group of California, P.C.	12/19/2011
Carbon Health Medical Group of Florida, a corporation	3/10/2021
Carbon Health Medical Group of Florida, P.A.	5/14/2020
Carbon Health Medical Group of Kansas, P. A.	10/16/2020
Carbon Health Medical Group of Massachusetts, P.C.	11/22/2023
Carbon Health Medical Group of New Jersey, P.A.	5/15/2020
Carbon Health Medical Group of Sunnyvale, Inc.	8/27/2010
Carbon Health Medical Group of Wisconsin, S.C.	1/24/2022
Carbon Health Medical Group PC	3/30/2016
Carbon Health Primary Care of California, P.C.	3/30/2016
Carbon Health Primary Care of Florida, P.A.	7/30/2021
Carbon Health Primary Care of Kansas, P.A.	8/10/2021
Carbon Health Primary Care of New Jersey, P.A.	7/29/2021
Carbon Health Primary Care of Wisconsin, S.C.	1/24/2022
Carbon Health South Bay Medical Group, P.C.	1/10/2022
Carbon Health South Bay Primary Care, P.C.	1/10/2022
Carbon Health Technologies, Inc.	5/1/2016
Carbon Health Türkiye	4/29/2022
Central Jersey Urgent Care Limited Liability Company	9/1/2021
Direct Healthcare Services, Inc.	9/15/2010
Direct Urgent Care	9/15/2010
Djavaherian Medical Practice, PLLC	4/28/2020
Elite Medical Center	7/24/2020
ER Direct PC	9/15/2010
Hillcrest Urgent Care of Alabama PC	10/1/2020
Inofab Sağlık Teknolojileri Anonim Şirket	4/29/2022
MD Collab, Inc.	7/12/2016
Med7 Urgent Care Center	3/16/2022
Merl O'Brien	3/16/2022
Patheo, Inc.	9/1/2020
Prairie Health, Inc.	6/30/2022
Prairie Medical Associates, Inc.	6/1/2022
Prairie Medical Associates, P.C.	7/1/2021
Ritecare Medical Center LLC	4/6/2021
Ritecare Physical Therapy, LLC	4/6/2021
Southern Arizona Urgent Care, LLC	4/8/2021
Steady Health, LLC	5/19/2021
Treat Medical, Inc	9/1/2020

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. **Real Estate Manager**

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. **Temporary Custodians Of Your Property**

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. **Legal Representative If You Die**

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

e. **Unnamed Subsidiary**

Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which such insured is also a named insured under another policy or would be a named insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. **Newly Acquired Or Formed Organization**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. **Nonowned Watercraft**

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. **Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

a. **Vendors**

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business

and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Sub-paragraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person(s) or organization(s) from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

(2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. Lessors Of Land Or Premises

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

With respect to the insurance afforded these additional insureds the following additional exclusions apply:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to lease that land; or

2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In connection with your premises; or

(2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

e. **Permits Issued By State Or Political Subdivisions**

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. **Any Other Party**

Any other person or organization who is not an additional insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations;

(2) In connection with your premises owned by or rented to you; or

(3) In connection with "your work" and included within the "products-completed operations hazard", but only if

(a) The written contract or agreement requires you to provide such coverage to such additional insured; and

(b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

However:

(1) The insurance afforded to such additional insured only applies to the extent permitted by law; and

(2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

The limits of insurance that apply to additional insureds is described in Section III - Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section IV - Commercial General Liability Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. **The Most We Will Pay**

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. **General Aggregate Limit**

The General Aggregate Limit is the most we will pay for the sum of:

a. Medical expenses under Coverage C;

Carbon Health

Workplace Health Fee Schedule

Service	Rate	Service	Rate
Drug & Alcohol Testing *(Select "Drug Test" visit type)*			
☐ Drug Screen - 4 Panel	$66	☐ Drug Screen - 8 Panel	$66
☐ Drug Screen - 5 Panel	$66	☐ Drug Screen - 9 Panel	$77
☐ Drug Screen - 6 Panel	$66	☐ Drug Screen - 10 Panel	$77
☐ Drug Screen - 7 Panel	$66	☐ Drug Screen - 12 Panel	$77
☐ Breath Alcohol Testing (DOT/NON-DOT)	$53	☐ Observed Drug Screen	$80
☐ Split-Cup Drug Screen (DOT Drug Screen)	$80	☐ Oral Fluid Test	$90
Physical Examinations *(Select "Basic Physical" or "DOT Physical" visit type)*			
☐ DOT Physical*	$135	☐ Respirator Fit Test - Qualitative	$65
☐ DOT Physical Follow Up	$55	☐ Respirator Fit Test - Quantitative******	$75
☐ New Firefighter Physical***	$499	☐ OSHA Questionnaire (Clear to FIT)	$60
☐ Annual Firefighter Physical****	$374	☐ Spirometry	$75
☐ EKG - Routine (must be combined with a provider visit)	$42	☐ COVID Evaluation (PCR Test available for additional cost)	$126
☐ Pre-Employment Physical	$100	☐ Lift Assessment	$75
☐ FIT for Duty Exam	$165	☐ Whisper Test	$5
☐ US Coast Guard Physical**	$199	☐ Audiometry	$66
☐ BMI - Biometrics	$20	☐ Ishihara Color Test	$43
		☐ Vision Exam (Jaeger)	$10
Tuberculosis Testing *(Select "General Health" visit type)*		☐ Visual Acuity (Snellen)	$10
☐ TB Risk Assessment	$40	**Radiology** *(Select "General Health" visit type*	
☐ TB Skin Test	$55	☐ Chest X-Ray - Single View	$65
☐ TB Blood Test - QuantiFERON	$100	☐ Chest X-Ray - 2 View	$70
☐ TB Blood Test - T Spot	$100	☐ L/S Spine X-Ray (2-View)	$70
☐ Chest X-Ray - Single View (to rule out TB)	$65	☐ B Read	$90

Carbon Health

Titers and Vaccinations *(Select "General Health" visit type)*			
☐ Titer - Hep B	$20	☐ Vaccine Administration	$10
☐ Titer - MMR	$40	☐ Vaccine - Hep B (Adult)*****	$115
☐ Titer - Varicella (Chicken Pox)	$60	☐ Vaccine - MMR	$*****
☐ Vaccine - Varicella (Chicken Pox)	$*****	☐ Vaccine - Tetanus/Diphtheria Booster	$*****
Laboratory Testing & Analysis *(Select "General Health" visit type)*			
☐ Comprehensive Metabolic Panel	$15	☐ Venipuncture (Blood Draw)	$25
☐ Complete Blood Count	$10	☐ Basic Metabolic Panel	$10
☐ Glucose	$10	☐ Urinalysis without Micro	$10
☐ Heavy Metal Panel	$193	☐ Hepatitis Panel - Acute	$38
☐ Arsenic, Blood	$183	☐ Thyroid Panel with TSH	$10
☐ HDL Cholesterol	$10	☐ Triglycerides	$10
☐ Total Cholesterol	$33	☐ Finger Stick - Glucose	$25
First Aid *(Select "Virtual First Aid" or "Workplace Injury" visit type)*			
☐ Virtual First Aid	$109	☐ First Aid [In Person] ******	$199

***DOT Physical will be itemized (includes Urinalysis, Whisper Test, Visual Acuity).**

****US Coast Guard Physical** will be itemized (includes Visual Acuity, Ishihara Color Vision, Whisper Test, Lift Test). Does NOT include DOT Drug screen or audiometry pricing.

*****New Firefighter Physical** will be itemized (includes Physical exam, Color vision, Visual acuity, audiometry, spirometry, EKG, blood draw, CMP, CBC, Lipid panel, A1c, urinalysis, TB Skin test, and Chest X-Ray. You may inquire for pricing on additionally requested services for your Fire Department if not listed above.

******Annual Firefighter Physical** will be itemized (includes Physical exam, Color vision, Visual acuity, audiometry, spirometry, EKG, blood draw, CMP, CBC, Lipid panel, A1c, and urinalysis. You may inquire for pricing on additionally requested services for your Fire Department if not listed above.

*******Vaccines** such as Hep B, MMR, TD, Varicella, etc... are available at select locations and pricing can be provided upon request.

****** Only in select clinics.

Looking for services not listed here? Please email occhealth@carbonhealth.com prior to sending your employees.

June 9, 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 RESCINDING RESOLUTION 26,361, RE-ADOPTING, RATIFYING AND AMENDING THE FY 2025-2026 GRANTS DEPARMENT BUDGET FOR THE ACCEPTANCE AND APPROPRIATE ($350,000) IN FUNDING UNDER THE CALIFORNIA DEPARTMENT OF JUSTICE TOBACCO GRANT PROGRAM AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN PROFESSIONAL SERVICES AGREEMENT WITH THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT (LASD) AND OPEN A PURCHASE ORDER FOR TOBACCO ENFORCEMENT SERVICES**

SUMMARY

This resolution authorizes the City Manager to amend the Grants Department Fiscal Year 2025-2026 budget to appropriate California Department of Justice ("DOJ") Tobacco Grant Program 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

On January 13, 2026, the City Council approved resolution No. 26,361. Upon further review, staff identified a clerical error in the Fiscal Impact section of the resolution. The

resolution incorrectly states a decrease in revenue, when the action approved results in an increase in expenditure. To ensure the City's legislative record accurately reflects the fiscal impact of the Council's action and to maintain transparency and compliance with financial reporting standards, staff is requesting that resolution No. 26,361 be rescinded and replaced with a corrected resolution reflecting the proper fiscal impact. In addition, the City seeks to establish a collaborative task force with the Los Angeles County Sheriff's Department (LASD) to strengthen enforcement efforts and ensure compliance with SB 1230 relating to the seizure of illegal tobacco and flavored tobacco products. In September 2024, Governor Newsom signed Assembly Bill (AB) 3218 and Senate Bill (SB) 1230 into law, expanding California's flavored tobacco sales ban and strengthening enforcement. The new laws took effect January 1, 2025.

ALTERNATIVES

If the City Council chooses not to accept the grant funds, the City cannot implement the proposed activities unless General Funds or other funding sources were provided.

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:

ACCOUNT NO.	DESCRIPTION	AMOUNT
2765-540-026-3569	Other State Grants	$350,000

Increase Expenditures in the following Accounts:

ACCOUNT NO.	DESCRIPTION	AMOUNT
2765-540-026-4101	Salaries	$ 17,500
2765-540-026-4266	Contract Services	$ 114,000
2765-540-026-4171	Overtime	$ 218,500
	Total	**$350,000**

RECOMMENDATION

Staff recommends the City Council approved this resolution accepting the 2025 Tobacco grant funding from the California Department of Justice Division of Operations and adopt the attached resolution which approves the proposed activities.

TURMEL WOODS
GRANTS COMPLIANCE MANAGER

APPROVED FOR FORWARDING

JEROME GROOMES
ACTING CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION 26,361, RE-ADOPTING, RATIFYING AND AMENDING THE FY 2025-2026 GRANTS DEPARMENT BUDGET FOR THE ACCEPTANCE AND APPROPRIATE ($350,000) IN FUNDING UNDER THE CALIFORNIA DEPARTMENT OF JUSTICE TOBACCO GRANT PROGRAM AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN PROFESSIONAL SERVICES AGREEMENT WITH THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT (LASD) AND OPEN A PURCHASE ORDER FOR TOBACCO ENFORCEMENT SERVICES

WHEREAS, this resolution authorizes the City Manager to amend the Grants Department Fiscal Year 2025-2026 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, on January 13, 2026, the City Council approved Resolution No. 26,361. Upon further review, staff identified a clerical error in the Fiscal Impact section of the resolution. The resolution incorrectly states a decrease in revenue, when the action approved results in an increase in expenditure. To ensure the City's legislative record accurately reflects the fiscal impact of the Council's action and to maintain transparency and compliance with financial reporting standards, staff is requesting that resolution No. 26,361 be rescinded and replaced with a corrected resolution reflecting the proper fiscal impact; and

WHEREAS, $17,500 will be used for administrative cost (5% of award) to administer compliance functions of the Grant. The City proposes a collaborative task force with the Los Angeles County Sheriff's Department (LASD) to strengthen enforcement efforts and ensure compliance with SB 1230 relating to the seizure of illegal tobacco and flavored tobacco products ($114,000); and

WHEREAS, the remaining $218,500 will be used for in-house Code Enforcement personnel overtime salaries (City Staff); and

WHEREAS, In September 2024, Governor Newsom signed Assembly Bill (Ab) 3218 and Senate Bill (SB) 1230 into law, expanding California's flavored tobacco sales ban and strengthening enforcement. The new laws took effect January 1, 2025; 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 with the awarded program; and

WHEREAS, these grant funds will have **no fiscal impact** on the City's general fund; and

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. Rescind Resolution number 26,361 the item incorrectly states a decrease in revenue, when the action approved results in an increase in expenditures, staff is requesting that Resolution No. 26,361 be rescinded and replaced with a corrected resolution reflecting the proper fiscal impact.

SECTION 2. Authorizing the City Manager to enter into an professional services agreement with Los Angeles County Sheriff's Department (LASD) and open a purchase order for tobacco enforcement services in the amount of ($114,000)

SECTION 3. That California Department of Justice Tobacco Grant Program 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; and

SECTION 4. That the Grants Management Department Fiscal Year 2025-2026 budget shall be amended as follows:

Increase Revenues in the following Accounts:

ACCOUNT NO.	DESCRIPTION	AMOUNT
2765-540-026-3569	Other State Grants	$350,000

Increase Expenditures in the following Accounts:

ACCOUNT NO.	DESCRIPTION	AMOUNT
2765-540-026-4101	Salaries	$ 17,500
2765-540-026-4266	Contract Services	$ 114,000
2765-540-026-4171	Overtime	$ 218,500
	Total	**$ 350,000**

SECTION 5. 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 6. 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 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-

RESOLUTION NO. 26,361

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:

Increase Revenues in the following Accounts:

ACCOUNT NO.	DESCRIPTION	AMOUNT
2765-540-026-3569	Other State Grants	$350,000

Decrease Revenue in the following Accounts:

ACCOUNT NO.	DESCRIPTION	AMOUNT
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 13th day of JANUARY, 2026.

EMMA SHARIF
MAYOR OF THE CITY OF COMPTON

ATTEST:

SATRA D. ZURITA
CITY CLERK OF THE CITY OF COMPTON

CITY OF COMPTON INCORPORATED MAY A. D. 1888 CALIFORNIA

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

RESOLUTION NO. 26,361

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 13th day of JANUARY, 2026.

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

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

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

SATRA D. ZURITA
CITY CLERK OF THE CITY OF COMPTON

UNDO END TOBACCO DAMAGE NOW

California Law Updates: Unflavored Tobacco List and Enforcement of the Flavored Tobacco Products Law

In September 2024, Governor Newsom signed Assembly Bill (AB) 3218 and Senate Bill (SB) 1230 into law, expanding California's flavored tobacco sales ban and strengthening enforcement. The new laws took effect January 1, 2025.

AB 3218: Unflavored Tobacco List (UTL)

This law requires the California Attorney General to create and maintain an Unflavored Tobacco List, or UTL. The UTL is a list of all tobacco products that are unflavored and legal to sell in California. The state Attorney General will create this list by or before December 31, 2025. If a tobacco product that is prohibited by California's flavored tobacco sales law is not on the UTL, it will be prohibited for sale.

State and Local Laws Apply to ALL Tobacco Sales

This law also requires anyone who sells or delivers tobacco products, including online sellers, to follow all state and local tobacco laws that apply to local retailers where the products are shipped. Anyone who sells tobacco products online or via remote delivery must follow all state and local tobacco laws that apply to local retailers where the products are shipped.

Updated Definition of Tobacco Products

AB 3218 expands the definition of tobacco products to include products with synthetic nicotine and nicotine analogs.

Seizure of Illegal Products

Retailers, wholesalers, and distributors may sell only the tobacco products listed on the UTL. The California Department of Tax and Fee Administration (CDTFA) and other law enforcement agencies may seize flavored tobacco products or flavor enhancers as well as impose fines for illegal products.

SB 1230: STAKE Act Civil Penalties

This law increases the fines and penalties for any retailer who sells tobacco products to a person under 21 years old.

This law also allows the California Department of Tax and Fee Administration (CDTFA) to seize and destroy illegal flavored tobacco products and flavor enhancers.

Exemptions

The flavored tobacco sales ban does **not** apply to:

- flavored premium cigars with a wholesale price of $12 or more
- flavored shisha/hookah tobacco sold in licensed stores that allow only people ages 21 or older

Updated Fines and Penalties

Civil Penalties for Retailers and Wholesalers Selling Illegal Flavored Tobacco Products

1st Violation	2nd Violation	3rd Violation
$50 per individual package of seized flavored tobacco product or tobacco product flavor enhancer	$50 per individual package of seized flavored tobacco product or tobacco product flavor enhancer AND License Suspended	$50 per individual package of seized flavored tobacco product or tobacco product flavor enhancer AND License Revoked

Civil Penalties for Distributors and Wholesalers Selling Illegal Flavored Tobacco Products

1st Violation	2nd Violation	3rd Violation
Warning notice	License suspended	License revoked

Increased Civil Penalties for Retail Violations - STAKE Act and Illegal Flavored Tobacco Sales

1st Violation	2nd Violation (within a 5-year period)	3rd Violation (within a 5-year period)	4th Violation (within a 5-year period)	5th Violation (within a 5-year period)
$1,000-$1,500	$2,000-$3,000	$5,000-$10,000	$10,000-$20,000	At least $20,000

How to Report Violations

If you suspect a retailer sells tobacco products to anyone under age 21 (in violation of the STAKE Act), please call 1-800-5-ASK-4-ID (800-527-5443) or email the Office of Youth Tobacco Enforcement (OYTE) at OYTE@cdph.ca.gov.

If you suspect a retailer sells illegal flavored tobacco products or is violating licensing or tax laws, visit CDTFA's website at www.cdtfa.ca.gov/report-violation.htm or call CDTFA at: 1-888-334-3300.

May 20, 2026

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

FROM: **DIRECTOR OF RECREATION**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE-YEAR SERVICE AGREEMENT, AND ESTABLISH A PURCHASE ORDER WITH SERVICE FIRST TO PERFORM AQUATIC POOL MAINTENANCE SERVICES FOR LUEDERS PARK AND GONZALES PARK ($703,800).**

SUMMARY

Adoption of the attached resolution of the City Council of the City of Compton authorizes the City Manager to enter into a three-year service agreement, and establish a purchase order with Service First to perform profession aquatic pool maintenance services for Lueders Park and Gonzales Park. ($703,800).

BACKGROUND

The City of Compton owns and operates public swimming pools at Lueders Park and Gonzales Park that support recreational programming, swim activities, and community use. To ensure these facilities remain safe, clean, and compliant with all applicable health, safety, and environmental regulations, ongoing professional aquatic maintenance services are required. Accordingly, the City must enter a service agreement with a qualified aquatic maintenance provider to perform routine maintenance, water quality management, and related services for the pools at both parks.

STATEMENT OF THE ISSUE

The current aquatic maintenance services agreement with HASA Inc. is scheduled to expire on June 30, 2026. To ensure the continued operation, safety, and maintenance of the public swimming pools at Lueders Park and Gonzales Park without interruption of services, City Council approval is required to authorize a new three (3) year service agreement with Service First for ongoing aquatic maintenance services.

A Request for Proposals, (RFP) was published on March 25, 2026. A total of two (2) proposals were received. A review committee evaluated and ranked the proposals out of a maximum of 100 points, as shown below:

Ranking	Contractor	Score
1	Service First	87.7/100
2	California Waters	53.7/100

Service First submitted the most responsive proposal and had the lowest bid. The annual cost for each contractor is listed below:

Contractor	Proposal (Cost per year)	Repair/Emergency Work Per Hour
Service First	$234,600.00	$165.00
California Waters	$276,020.00	$225.00

FISCAL IMPACT

The annual cost for Fiscal Years 2026–2027, 2027–2028, and 2028–2029 shall be Two Hundred Thirty-Four Thousand Six Hundred Dollars ($234,600) per fiscal year. The total compensation under the three (3) year agreement term shall not exceed Seven Hundred Three Thousand Eight Hundred Dollars ($703,800). Funding for these expenditures will be available in Account Number 1001-840-000-4266, subject to annual City Council budget appropriations and approval.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution authorizing the City Manager to execute a three (3) year Service Agreement for professional aquatic pool maintenance services at Lueders Park and Gonzales Park.

BRYAN SPRAGG
DIRECTOR OF RECREATION

APPROVE FOR FORWARDING:

JERRY GROOMES
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE-YEAR SERVICE AGREEMENT, AND ESTABLISH A PURCHASE ORDER WITH SERVICE FIRST TO PERFORM AQUATIC POOL MAINTENANCE SERVICES FOR LUEDERS PARK AND GONZALES PARK ($703,800).

WHEREAS, the City of Compton is committed to providing safe, clean, and accessible recreational facilities for residents and visitors; and

WHEREAS, the City owns and operates public swimming pool facilities at Lueders Park and Gonzales Park that are utilized for recreational programming, swim activities, and public use; and

WHEREAS, the City requires ongoing professional aquatic pool maintenance and related services to ensure the pools operate in compliance with all applicable health, safety, and environmental regulations; and

WHEREAS, maintaining proper pool water chemistry, filtration systems, sanitation standards, and routine inspections is essential to protecting public health and ensuring uninterrupted recreational services; and

WHEREAS, the City issued a solicitation for aquatic pool maintenance services and received two proposals in response. The following bids were submitted:

Contractor	Proposal (Cost per year)	Repair/Emergency Work Per Hour
Service First	$234,600.00	$165.00
California Waters	$276,020.00	$225.00

WHEREAS, the Department reviewed each company's proposal to further evaluate experience, references, qualifications, staffing, approach to commercial aquatic pool maintenance, familiarity with the City of Compton, and local hiring, and determined the following ranking out of 100 points:

Ranking	Contractor	Score
1	Service First	87.7/100
2	California Waters	53.7/100

WHEREAS, Service First demonstrated the experience, qualifications, responsiveness, and operational capacity necessary to provide aquatic maintenance services for municipal recreational facilities; and

WHEREAS, based on these findings, staff recommend awarding the aquatic pool maintenance service agreement to the Service First as the best overall value and in the best interest of the City and community, and

WHEREAS, adoption of this Resolution by the City Council of the City of Compton authorizes the City Manager to execute a three-year Service Agreement and establish the necessary purchase orders with Service First for aquatic pool maintenance services at Lueders Park and Gonzales Park, in an amount not-to-exceed Seven Hundred Three Thousand Eight Hundred Dollars ($703,800) over the three-year term.

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

Section 1. That the City Manager is hereby authorized, with the advice and approval of the City Attorney, to execute a three (3) year Service Agreement with Service First for aquatic pool maintenance services at Lueders Park and Gonzales Park, and to issue the necessary Purchase Orders in the annual amount of Two Hundred Thirty-Four Thousand Six Hundred Dollars ($234,600) for Fiscal Years 2026–2027, 2027–2028, and 2028–2029, for a total service agreement amount not-to-exceed Seven Hundred Three Thousand Eight Hundred Dollars ($703,800) over the term of the Agreement.

Section 2. That funding for these expenditures shall be appropriated through the adopted Fiscal Year budgets for FY 2026–2027, FY 2027–2028, and FY 2028–2029 within Account No. 1001-840-000-4266 for aquatic pool maintenance services, subject to annual budget approval.

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

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

ADOPTED this _____day of _____, 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 of the City of Compton 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
CLERK OF THE CITY OF COMPTON

CITY OF COMPTON

Commercial Swimming Pool Maintenance Services

Solicitation # _____

Award Selection Recommendation

Release Date: March 25, 2026

Submission Due Date: April 30, 2026

www.comptoncity.org

1.Executive Summary

1.1. This report provides a summary of the procurement process for the award of a Maintenance Services Contract for commercial swimming pool maintenance at City of Compton recreation facilities.

1.2. This report documents the evaluation process conducted by the City of Compton and provides the basis for the recommendation of contract award for City Manager and City Council consideration.

1.3. The contracting authority is the City of Compton Recreation Department.

1.4. Pursuant to the City of Compton's Standard Operating Manual, Section 4.5, and the City Charter's competitive bidding provisions, this procurement was conducted using a competitive Request for Proposals (RFP) process. This method was selected based on the scope and anticipated value of the contract and to allow evaluation of proposals based on qualifications, methodology, and overall value to the City.

1.5. The solicitation was publicly advertised through PlanetBids and on the City of Compton's website in accordance with the City Charter's competitive procurement requirements. The Request for Proposals was issued on March 25, 2026 and closed on April 30, 2026.

1.6. Two (2) proposals were received and duly evaluated in accordance with the criteria set forth in the RFP.

1.7. An evaluation panel was established for this solicitation comprising Three (3) City employees:

1.8. Evaluators independently reviewed and scored each proposal in accordance with the criteria set forth in the solicitation. Individual scores were compiled and averaged by the Purchasing Officer. Based on the averaged scores, a clear ranking emerged.

1.9. Based on the results of the evaluation, staff recommends that a contract be awarded to **Service First**

1.10. The full contract value based on the amount quoted in the proposal is Two Hundred Thirty-Four Thousand Six Hundred Dollars ($234,600.00)

2.Purpose

2.1. The purpose of this report is to document the procurement and evaluation process conducted by the City of Compton and to support the recommendation for contract award to the City Manager and City Council.

3.Introduction

3.1 This report was prepared following completion of the evaluation process for the referenced solicitation. The evaluation was conducted by a panel of City staff in accordance with the criteria set forth in the solicitation. This report summarizes the evaluation process and provides the basis for the award recommendation. The Evaluation Panel comprised the following employees:

- Bryan Spragg – Recreation Department (Director of Recreation)
- Fidel Vasquez – Recreation Department (Office Assistant)
- Raymond Harvey – Recreation Department (Administrative Analyst)

3.2 Any further information or points of clarification should be addressed to Cameron P. Redic, Purchasing Manager (credic@comptoncity.org)

4.Background

4.1 The City of Compton issued this solicitation to obtain ongoing maintenance services for commercial swimming pools at City recreation facilities. Services include routine chemical treatment, equipment inspection and maintenance, regulatory compliance, and related field work necessary to maintain safe and operational aquatic facilities for Compton residents. The procurement was conducted through a competitive Request for Proposals process appropriate to the scope and anticipated value of the work.

5.Evaluation Process

5.1 The closing date for proposal submissions was April 30, 2026, at 5:00 PM. Two submissions were received.

5.2 Evaluators independently reviewed and scored the qualitative components of each proposal. Proposals were evaluated using the qualitative criteria set forth in the solicitation. Each evaluator independently scored proposals based on the following point allocation, for a maximum total of 100 points:

- Experience and qualifications – 5 points
- References for Experience – 10 Points
- Project Manager's Qualifications – 10 points
- Project Manager's References – 15 points
- Examples of Similar and Relevant Work – 15 Points
- Demonstrated Successful Experience with Public Agencies – 10 Points
- Approach and Responsiveness to Commercial Swimming Pool Maintenance Services – 15 Points
- Completeness and Responsiveness to RFP – 10 Points
- Familiarity with the City of Compton – 5 points
- Local Hiring Credit – 5 Points

5.3 Individual evaluator scores were recorded for each proposer and averaged to determine the final qualitative score reflected in this report.

6. Evaluation Results

6.1 All proposals were reviewed for responsiveness to the requirements of the solicitation. All proposals were determined to be responsive and were included in the evaluation process.

6.2 The table below shows the total scores awarded to the evaluated proposers:

Proposer	**Score**
Service First	**87.7/100**
California Waters LLC	53.7/100

6.3 This section summarizes the basis for the final ranking of each proposal based on averaged evaluator scores:

6.4 **Service First**

6.5 The proposal demonstrated strong relevant experience, with over 30 years in pool maintenance, certified project managers, and positive references from multiple public agency clients. The submission was detailed and complete. Evaluators noted limited specificity regarding prior service outcomes and no demonstrated familiarity with the City's facilities or local environment.

6.6 **California Waters**

6.7 The proposal reflected relevant experience and certified project management staff, with references from multiple public agency clients. Evaluators noted the proposal was vague in describing prior scope of work and did not address chemical handling, water chemistry, or recordkeeping. Additionally, the firm has no prior experience with the City of Compton.

7. Recommendation

7.1 Based on the results of the evaluation, staff recommends award of a contract to Service First to provide commercial swimming pool maintenance services to the Recreation Department for the City of Compton.

Department Concurrence (Recreation Department):	
Signed: Bryan Spragg	**Name:** Bryan Spragg
Date: 5/18/26	**Title: Director**
Purchasing Division Concurrence:	
Signed: Cameron Redic	**Name:** Cameron Redic
Date: 5/19/26	**Title: Purchasing Manager**

SERVICE AGREEMENT BETWEEN THE CITY OF COMPTON AND SERVICE FIRST REGARDING THE COMMERCIAL SWIMMING POOL MAINTENANCE SERVICES FOR THE CITY OF COMPTON

This **AGREEMENT** is made by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as **"CITY"**) located at 205 South Willowbrook Avenue, Compton, California 90220, and **SERVICE FIRST. (**hereinafter referred to as "**CONTRACTOR")** located at 2510 N Grand Ave, Suite 110 Santa Ana, California 92705, pursuant to Resolution No_____, adopted by the City Council on _____.

WITNESSETH:

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

1. Services to be performed by Contractor: Contractor shall professionally perform all services required under this Agreement and shall furnish all labor, materials, tools, equipment, transportation, utilities, and other resources necessary to provide commercial swimming pool maintenance services for the City of Compton's commercial swimming pools, as requested by the City.

Scope of Services

Pool Information

Name	Lueders Park – William Love Pool	Gonzales Park Aquatic Center	Gonzales Park Kiddie Pool
Gallons	220,000	200,000 gallons	85,000 gallons
Type	Lap Pool	Lap Pool	Wading Pool
Depth	3–11 feet	3–12 feet	1–3 feet

Pool Management

- Prepare for and work with Los Angeles County Department of Public Health for annual pool openings.
- Start up and calibrate pool controllers.
- Balance water chemistry (alkalinity, calcium hardness, pH).
- Achieve proper water clarity (metal remover, clarifier).
- Brush all pool surfaces.
- Ensure chlorine and pH levels meet inspection requirements.
- Fill pools to proper operating levels.
- Vacuum pools to required cleanliness standards.
- Clean, wash, and apply protectant to slides and fiberglass equipment.
- Adjust variable-speed drive pumps as needed.

Water Management

- **Water Chemistry Maintenance**
  - Test pH, chlorine, calcium hardness, alkalinity, and stabilizer levels.
  - Load chemical feeders and manually add chemicals (calcium, soda ash, bicarb, etc.) when needed.
  - Program, calibrate, and clean controller automation systems.

- **Record Keeping**
  - Record all water chemistry test results for each visit.
  - Document maintenance activities: pump basket cleaning, filter backwashing, etc.
  - Document recommended repairs and repairs completed.

- **Routine Mechanical Tasks**
  - Clean pump strainer baskets each visit or as needed.
  - Clean skimmer baskets each visit or as needed.
  - Backwash filters (see Sand Filtration section).
  - Communicate all operational or mechanical concerns to the Parks Maintenance Supervisor.
  - Provide annual operational training to designated City staff.
  - Maintain chemical inventory and notify the Pool Manager of supply needs.
  - Provide phone consultation regarding water clarity, chemistry, or mechanical issues as needed.

Sand Media Filtration Maintenance (All pools use sand media filtration)

- **Backwashing**
  - Weekly under normal conditions.
  - Immediately when filter pressure rises 8–10 psi above clean starting pressure.
  - Contractor shall ensure proper backwash cycle length and confirm clarity of discharge water.

- **Rinsing**
  - Perform rinse cycle after every backwash to settle sand and prevent post-backwash clouding.

- **Media Condition Checks**
  - Quarterly inspection of sand for channeling, clumping, calcification, and displacement.
  - Recommend media replacement typically every 3–5 years or as conditions require.

- **Filter Vessel Inspection**
  - Annual examination of laterals, manifolds, gaskets, lids, and filter body.
  - Report cracks, broken laterals, leaks, or structural failures to the City.

- **Sand Filter Cleaning Chemicals**

- Apply sand-filter cleaning agent/degreaser quarterly.
- Removes oils, lotions, and organic debris that reduce filtration efficiency.

Chemical Requirements and Frequency

- **Primary Sanitization**
  - Liquid chlorine (sodium hypochlorite 12.5 percent)
  - Target: 2–4 ppm
  - Frequency: Daily monitoring and feeding; shock weekly or as needed.

- **pH Control**
  - Muriatic acid or CO_2; soda ash to raise pH
  - Target: 7.2–7.8
  - Frequency: Daily testing and adjustment

- **Alkalinity**
  - Sodium bicarbonate
  - Target: 80–120 ppm
  - Frequency: Weekly testing and adjustment

- **Calcium Hardness**
  - Calcium chloride
  - Target: 200–400 ppm
  - Frequency: Monthly testing, adjust monthly/bi-monthly

- **Cyanuric Acid (Outdoor UV Stabilizer)**
  - Cyanuric acid
  - Target: 30–50 ppm
  - Frequency: Monthly testing, adjust only when needed

- **Water Clarity & Preventative Chemicals**
  - Clarifier: Weekly dose (improves performance of sand filtration)
  - Metal remover/sequestering agent: Monthly or as needed
  - Non-copper algaecide: Weekly preventative dose
  - Enzyme treatment (recommended): Weekly to reduce oils, scum, and surface buildup

- **Shock Treatment**
  - Cal-Hypo or liquid chlorine super-chlorination
  - Frequency: Weekly and after high-use events, rain, or combined chlorine > 0.2 ppm

Chemical Supply

- Contractor shall furnish and supply all chemicals necessary to maintain water chemistry standards required by Los Angeles County Department of Public

Health:
    - Sodium hypochlorite (liquid chlorine), muriatic acid, soda ash, calcium chloride, cyanuric acid (if applicable), and other balancing agents needed to maintain specified ranges.
- Deliver chemicals in compliance with DOT, EPA, OSHA, Cal/OSHA, and applicable fire codes; ensure proper storage guidance, labeling, and spill kits.

City Responsibilities

- Maintain proper pool water levels.
- Keep required water testing records provided by the Contractor.
- Report water quality issues or mechanical problems promptly to the Contractor.

Contractor shall not proceed with any services not specified until the City has approved an itemized cost proposal presented to the City by the Contractor for the requested services.

Contractor agrees to perform all services and furnish all labor, materials, equipment, and supplies necessary to complete the work in a professional, workmanlike, timely, and satisfactory manner consistent with the standards required by the City. Contractor shall be solely responsible for all costs and expenses associated with the performance of services under this Agreement, including but not limited to professional, technical, administrative, and clerical labor, materials, tools, equipment, transportation, communication services, and any other resources necessary to fulfill the obligations of this Agreement.

Contractor shall be responsible for employing, supervising, and compensating all personnel necessary to perform the required services. All personnel assigned by the Contractor shall possess the appropriate qualifications, training, licenses, and experience necessary to competently perform their assigned duties. Contractor shall maintain full responsibility for and control over the performance of its employees, agents, and subcontractors, if any, and shall ensure that all services are performed in accordance with the terms and conditions of this Agreement.

1.1 Key Personnel.

a) **Contractor's Representative.** Contractor hereby designates **Bob Wormus, General Manager** as Contractor's Representative, who shall be deemed to be Contractor's agent with express authority to bind Contractor with respect to all matters requiring Contractor's approval or authorization.
b) **City's Representative.** City hereby designates **Bryan Spragg**, **Director of the Parks and Recreation Department** or his/her

designated representative as City's Representative for this Agreement.

2. Term of Agreement. Contractor agrees to provide the services set forth in this Agreement in a diligent, timely, and professional manner for the duration of the Agreement term commencing on July 1, 2026 and continuing through June 30, 2029, unless earlier terminated in accordance with the provisions of this Agreement. Continuation of this Agreement beyond each fiscal year is subject to City Council appropriation and annual budget approval.

3. Compensation. The method of payment for these services shall be on a monthly invoice basis. Monthly invoices shall not exceed Nineteen Thousand Seven Hundred Sixteen Dollars and Sixty-Six Cents ($19,716.66). The total annual compensation for the swimming pool maintenance services and chemical supplies provided under this Agreement shall not exceed Two Hundred Thirty-Four Thousand Six Hundred Dollars ($234,600) per fiscal year. The total compensation payable under this Agreement shall not exceed Seven Hundred Three Thousand Eight Hundred Dollars ($703,800) over the three-year term.

No additional compensation shall be paid to the Contractor unless there is a written change in the scope of services or scope of the project approved by the City. In the event of a change in the scope of services or project, any adjustment to the total compensation shall be negotiated between the Contractor and the City and shall not become effective unless authorized in writing by both parties.

Progress payments may be made in arrears for services satisfactorily performed by the Contractor. If the Contractor fails to complete the service in accordance with the agreed-upon schedule and performance standards, the City shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions set forth herein.

Contractor shall be reimbursed within thirty (30) days, or as promptly as fiscal procedures may permit, upon receipt and approval by the City of itemized invoice(s) for services completed. Invoice(s) shall be submitted no later than forty-five (45) calendar days following the performance of services for which the Contractor seeks payment. Invoice(s) shall be delivered or mailed to the City Controller's Department at the following address:

City of Compton
Controller's Department
205 South Willowbrook Avenue
Compton, California 90220

The Contractor shall adhere to all applicable federal, state, county, and local laws, regulations, codes, ordinances, and public health requirements governing public aquatic facilities and the performance of services under this Agreement.

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

4. Adjustment for Reduction in Services In the event that one or more City swimming pools subject to this Agreement becomes temporarily or permanently non-operational, closed, or unavailable for use due to maintenance, repairs, construction, emergency conditions, budgetary limitations, or at the direction of the City, the City may adjust the monthly compensation payable to the Contractor to reflect the reduced scope of required services.

Such adjustment may include a reduction in compensation associated with labor, chemicals, routine maintenance, inspections, and any other services no longer required for the affected facility. The City shall provide written notice to the Contractor identifying the affected facility and the effective date of the compensation adjustment.

Any adjustment in compensation shall be incorporated through written documentation approved by the City and maintained as part of the Agreement records. Suspension or reduction of services at a non-operational facility shall not constitute a breach of this Agreement by the City.

5. Safety.

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

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

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

b) Materials and equipment stored on the Site or off the Site at locations for use in performance of the services; and

c) Contractor shall designate a qualified representative responsible for overseeing safety practices related to the services performed under this Agreement.

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

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

5.5 If City deems any part of the services or Site unsafe, City may require Contractor, without assuming responsibility for Contractor's safety program, to immediately stop performance of the services or take corrective measures. Neither City's order nor Contractor's action in response thereto shall be the basis for adjustment in the contract price or contract time.

5.6 Contractor shall immediately notify the City of any illegal dumping of hazardous materials and other emergency public safety issues observed at the Sites where services are performed.

5.7 Contractor shall maintain Safety Data Sheets (SDS) for all chemicals used under this Agreement and shall ensure all chemical handling, storage, transportation, and disposal practices comply with OSHA, Cal/OSHA, EPA, and applicable fire and environmental regulations.

6. **Indemnity.** Contractor shall defend, indemnify, and hold harmless the City of Compton, including its officials, officers, employees, agents, and volunteers (collectively referred to herein as the "City"), from and against any and all claims, demands, damages, liabilities, losses, actions, judgments, costs, and expenses, including reasonable attorneys' fees and defense costs, arising out of or related to the negligent acts, errors, omissions, or willful misconduct of the Contractor, its employees, agents, subcontractors, or anyone directly or indirectly employed by or acting on behalf of the Contractor in connection with the performance of this Agreement.

Such indemnification shall include, but not be limited to, claims involving bodily injury, illness, death, property damage, or Workers' Compensation claims arising from the Contractor's operations or performance under this Agreement, including the operations of subcontractors.

This indemnification obligation shall not apply to claims, damages, liabilities, or losses arising solely from the negligence or willful misconduct of the City.

7. Insurance. The Contractor shall not commence services under this Contract until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence services on any subcontract until it has secured all insurance required under this section.

As a condition precedent to the effectiveness of this Contract for services to be performed hereunder and without limiting the Contractor's indemnification of the City, Contractor shall provide and maintain at its own expense during the term of this Agreement the following program(s) of insurance covering its operations hereunder. ***Failure on the part of the Contractor to procure or maintain insurance shall constitute a material breach upon which the City may immediately terminate this Agreement.*** Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City.

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

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

a) **Commercial General Liability.** Contractor shall provide and maintain at its own expense during the term of this Agreement a policy of Commercial General Liability Insurance, inclusive of personal injury liability and broad form property damage coverage, in an amount not less than **Two Million Dollars ($2,000,000.00)** per occurrence. The coverage shall be written on an occurrence basis. Claims made coverage is not acceptable.

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

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

7.2 Endorsements. Required insurance policies shall not be in compliance

if they include any limiting provision or endorsement that has not been submitted to the City for approval.

a) The policy of insurance required by Section 7.1.a (Commercial General Liability) shall be endorsed to provide the following:

(1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be named as ***"additional insured"*** with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City, except ten (10) days written notice shall be provided for non-payment of premium.

b) The policy of insurance required by Section 6.1.b (Automobile Liability) shall be endorsed to provide the following:

(1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City, except ten (10) days written notice shall be provided for non-payment of premium.

c) The policy or policies of insurance required by Section 6.1.c (Workers' Compensation) shall be endorsed to provide the following:

(1) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City, except ten (10) days written notice shall be provided for non-payment of premium.

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

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

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

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

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

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

other forms of compensation and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth provisions of this nondiscrimination clause.

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

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

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

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

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

13. Permits and Licenses. Contractor, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate business and professional

permits, licenses and certificates that may be required in connection with the performance of services by Contractor.

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

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

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

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

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

14.4 This Agreement is subject to annual appropriation and budget approval by the City Council. The City may terminate this Agreement, with or without cause, upon thirty (30) days written notice to the Contractor. In such event, Contractor shall be compensated for services satisfactorily performed through the effective date of termination.

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

15. Force Majeure. In the event that performance by either party is rendered impossible (permanently or temporarily) due to acts of war, acts of terrorism, fires, floods, epidemics, quarantine restrictions, or other natural occurrences, strikes, work slowdowns, lockouts (other than lockout by Contractor or any of Contractor's subcontractors), or other

similar acts to those described above or other causes beyond the reasonable control of such party, and without fault or negligence, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Notwithstanding the foregoing, City shall have the right to terminate this Contract upon any event that renders performance impossible. In such case, City shall be responsible for payment of all expenses incurred to the point at which this Contract is terminated.

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

17. Amendments. This Agreement may be modified or amended only by written document executed by both Contractor and 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.

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

Contractor:	**Service First** **2510 N Grand Ave., Suite #110** **Santa Ana, CA. 92705** **Attn: Bob Wormus, General Manager** **714-788-4589 or 714-573-2253 (Cell)** **bwormus@service-1st.com**
City:	**City of Compton** **205 South Willowbrook Avenue** **Compton, CA 90220** **Attn: Bryan Spragg, Director of Parks and Recreation** **(310) 605-3060**
With copy to:	**City of Compton** **205 South Willowbrook Avenue** **Compton, California 90220** **Attn: City Manager**

19. Contractor's Books and Records. Contractor shall maintain complete and accurate ledgers, books of account, invoices, vouchers, canceled checks, reports, and all other records or documents relating to the services performed, costs incurred, expenditures, and disbursements charged to the City under this Agreement for the period and in the manner required by applicable laws governing audits of public agencies and public expenditures.

Contractor shall also retain all records and supporting documentation necessary to demonstrate compliance with and performance of the obligations set forth in this Agreement.

All records required to be maintained pursuant to this Agreement shall be made available for inspection, review, or audit by the City or its authorized representative during regular business hours upon reasonable written notice. Copies of such records shall be provided to the City at the City's expense when practical to do so. If providing copies is not practical, the records shall be made available for inspection at the Contractor's principal place of business or at another mutually agreed-upon location. All reports, logs, records, and documents prepared pursuant to this Agreement shall become the property of the City upon request or termination of the Agreement.

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

21. Extent of Agreement. This Agreement and any attachments hereto, constitute the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all and any part of the subject matter hereof. Neither party has been induced to make or enter into this Agreement by reason of promise, agreement, representation, statement or warranty other than as herein contained. Nothing in this Agreement shall create any contractual relations between any subcontractor and the City.

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

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

the remainder of this Agreement, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the parties.

23. Waiver of Jury Trial. Contractor voluntarily waives its right to a jury trial of any cause of action, claim, counter-claim or cross-complaint in any action, proceeding or hearing on any matter whatsoever arising out of, or in any way connected with, this Agreement, the relationship between City and Contractor, Contractor's performance on each project, or the enforcement of any remedy under any law, statute or regulation now or hereafter in effect. Contractor shall include this provision for waiver of jury trial right in its contracts with its subcontractors who provide services on any assigned projects, waiving the right of a jury trial in any action involving City as a party, whether by joinder, consolidation, counter-claim, cross-complaint or otherwise.

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

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

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

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

Service First

By: _____ Dated:_____

Bob Wormus, General Manager

City of Compton

By: _____ Dated:_____

Bryan Spragg, Director of Parks & Recreation

Approved by:

By: _____ Dated:_____

Jerry Groomes, City Manager

Approved as to form:

By: _____ Dated:_____

Law Division

ATTEST:

By: _____ Dated:_____

Satra Zurita, City Clerk

Service 1ST

Cover Letter

Parks and Recreation Department

City of Compton

301 N Tamarind Ave

Compton Ca 90220

Service First proposes to provide commercial swimming pool maintenance services for the City of Compton. The following proposal will demonstrate why The City of Compton should choose Service First as the preferred contractor to provide these services.

With over 35 years' experience and the majority of staff with 20+ years tenure, Service First has earned the reputation as Southern California's Premier Public Works Commercial Aquatic Service Company. Our proprietary techniques developed over the years have allowed us to provide excellent Service even in the most extreme environments.

The majority of our customer base have been clients for numerous years and prove to be excellent references each time they are called upon. We pride ourselves on providing clean, clear, and safe pools and spas for the patrons while providing balanced water to ensure the longevity of the pool and Spa equipment and vessel for the owner/operator.

Service First has sufficient staff and time to execute the scope of work outlined in the RFP. Service First will complete all tasks outlined in the RFP and comply with the work orders and communication time frames outlined in the RFP. Service First will be available for emergency call outs 24/7.

Service First will not use any subcontractors only in-house full-time employees.

Service First 2510 N Grand Ave St 110 Santa Ana Ca 92705 CA S Corporation

www.service-1st.com 714-573-2253

Service 1ST

Proposed Statement of Work

Service First is currently servicing numerous public works contracts and has completed without any incidents dozens of public works contracts over the past 35 years. We have a firm understanding of what is required to maintain the facilities at the highest standards and provide a clean, clear, and safe swimming environment.

Service First has been providing Commercial Pool Service for 35 years. We have layers of management and reporting procedures that allow us to provide excellent service and prevent complacency in reoccurring service. In addition to our daily logs which include all of the Preventative Maintenance readings i.e. flow, influent and effluent filter pressures, water balance, etc., we perform an end of month all inclusive inspection of each body of water. The Account Manager and Route Supervisor personally review each inspection report and make recommendations or corrections as needed. Copies of these reports are attached.

In addition to the scope of work outlined in the RFP, attached are exhibit A and B which outlines additional tasks that Service First will be performing at each scheduled visit.

All Service vehicles are on GPS which allows us the fastest response times to any emergencies or call outs needing attention. Service First understands that it is important to keep Commercial Pools clean and clear and enjoyable for the facilities patrons. Bob Wormus will be the project manager and email contact for on call service requests bwormus@service-1st.com 714-788-4589 cell 714-573-2253 ofc 24/7 emergency call out.

Thank you for the opportunity to bid RFP Commercial Swimming Pool Maintenance Services for the City of Compton and if selected, we will provide service above and beyond your expectations.

Service 1ST™
COMMERCIAL POOL SYSTEMS

Daily Pool Log

June

Day	TECH	FAC	TAC	pH	ORP	pH	Flow	Influent	Effluent	TA	Drain	Temp	Products
	name	ppm	ppm	factor	controller	controller	gpm	psi	psi	ppm		degf	Services
1													
2													
3													
4													
5													
6													
7													
8													
9													
10													
11													
12													
13													
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23													
24													
25													
26													
27													
28													
29													
30													
31													

24 HOUR EMERGENCY PHONE NUMBER (714) 573-2253

Swimming Pool/Spa Service Inspection Report

Name of Facility: _____

Date of Inspection: _____

Inspected By: _____

Body of Water #1: _____

Body of Water #2: _____

Service 1ST
COMMERCIAL POOL SYSTEMS

Pool Water Quality Analysis

	FAC ppm	TAC ppm	pH factor	TA ppm	CH ppm	CyA ppm	TDS ppm	Temp degF
#1								
#2								

	Flow Rate gpm	Influent psi	Effluent psi	Vacuum vac
#1				
#2				

	ORP controller	pH controller
#1		
#2		

Pool Area Safety Check

Pool Signs

Pool Rules:	
CPR:	
Pool Occupancy:	
No Diving:	
No Lifeguard:	
"911":	

Spa Signs

Spa Rules:	
Spa Occupancy:	
Emerg. Shut Off:	

	Good	Fair	Poor
Plumbing and Equipment Leaks			
Backwash Valve			
Flow Meters and Guages			
Filter Condition			
Pump Room Condition			
Electrical Connections			
Heater Condition			
Automated Chemical Feed System			
Weir Blades, baskets and covers			

Safety Apparatus and Equipment	#1	#2
Life Ring:		
Life Line:		
Life Pole w/ Hook:		
Emergency Spa Shut Off Switch:		
Lighting CGFI:		
Time Clock and/or Controls:		
Time Set on Time Clocks for pool and lighting:		
Pool/Spa Lighting:		
Pool/Spa Safety Signs:		
Pool/Spa Safety Equipment:		
Pool/Spa Hand Rails:		
Pool/Spa Steps and Rungs:		
Pool/Spa Main Drain Covers:		
Deck Covers:		
Pool Barrier:		

PLEASE EXPLAIN POOR CONDITIONS OR SAFETY VIOLATIONS:

_____

_____

_____

_____

Service 1ST

EXHIBIT A

SPECIFICATIONS

TASKS PERFORMED AT EACH SCHEDULED VISIT PER BODY OF WATER

1. Vacuum the bottom surface of each pool.
2. Skim debris from surface of each pool.
3. Clean all water line tiles as necessary.
4. Brush sides of each pool to remove dirt and debris as needed.
5. Remove accumulated debris from all pool skimmers and drains.
6. Remove accumulated debris from all pump strainers.
7. Backwash pool filters as necessary to maintain proper pressure differential.
8. Refill all chemical feed equipment containers as necessary.
9. Maintain a clean and organized equipment room.
10. Check and record the following in the supplied commercial log book:
    a. Free chlorine
    b. pH level
    c. Flow rate
    d. Influent Pressure
    e. Effluent Pressure
    f. Pool Temperature
    g. Chemicals Added
    h. Services Performed
11. Check for safety hazards and conditions in and around the pool area.

Service 1ST

EXHIBIT B

SPECIFICATIONS

TASKS PERFORMED AT EACH SCHEDULED VISIT PER BODY OF WATER

1. Check and adjust all automatic and manual water chemistry control systems.
2. Maintain and adjust all company owned equipment.
3. Maintain a proper residual of chemical stock on hand for all automatic and manual water chemistry control systems.
4. Place in use chlorine and pH neutralizer necessary to maintain the water balance in accordance with local and state health department codes and regulations regarding the sanitation of commercial pool and spas.
5. Maintain water levels in all bodies of water and adjust all automatic water level equipment.
6. Provide secondary containment for all chemical stocks in accordance with all local fire and safety codes.
7. Maintain pool records charts in accordance with local health authority quidelines.
8. Drain all pools and spas as necessary.
9. Check all pool equipment for proper operation.
10. Check pool area for obvious hazards.
11. Check pool and spa lighting for proper operation.

END OF MONTH INSPECTION REPORT COMPLETED AT THE END OF EACH MONTH

12. Check and Record the following:
    a. Free Chlorine
    b. Total Chlorine
    c. Combined Chlorine
    d. pH level
    e. Total Alkalinity
    f. Calcium Hardness
    g. Total Dissolved Solids
    h. Phosphate Levels
    i. Temperature

13. Perform a site survey for all pools and spas to check and record the condition of the following:
    a. Check all required safety signage
    b. Check all required safety equipment
    c. Check for missing or damaged main drain covers
    d. Check for safety hazards in and around pool area
    e. Check for missing or damaged deck lids
    f. Check spa emergency shut off switch operation
    g. Check all pool circulation, filtration, and heating systems.
    h. Check all pool lighting and lighting GFCIs for proper operation.
    i. Check all pool access gates and perimeter barriers

Service 1ST

CITY OF COMPTON Commercial Swimming Pool Maintenance Services

Relevant Experience and Key Personnel

I. FIRM AND TEAM EXPERIENCE

a. Service First has been in business for 40 years. We have twenty-eight (28) fully trained and equipped service technicians, four (4) fully trained and equipped repair technicians, and four (4) field supervisors. In Addition, our management team includes Field Director, General Manager, Account Managers, and Customer Service Reps.

b. The Project Manager will be Bob Wormus, bwormus@service-1st.com – 714-788-4589 cell.

c. Service First headquarters is in Santa Ana Ca 92705 – 2510 N Grand Ave St 110

   i. Project Manager- Bob Wormus
      1. 30 years experience in aquatic industry (24 years with Service First)
      2. CPO Certified/NSPF Instructor 92*10684
      3. LA Technician #T5633

   ii. General Manager- Rich Rohr
      1. 30 years experience in aquatic industry (21 years with Service First)
      2. CPO Certified

   iii. Repair Supervisor-Al Conde
      1. 35 years experience in aquatic industry (35 years with Service First)
      2. CPO Certified
      3. LA Tech Certified T1144

   iv. Route Supervisor -Alberto Cervantes
      1. 25 years experience (25 years with Service First)
      2. CPO Certified
      3. LA Tech Certified

   v. Route Supervisor- Humberto Nava
      1. 21 Years Experience (21 years with Service First)
      2. CPO Certiifed
      3. LA Tech Certified

POOL & HOT TUB ALLIANCE

CPO Instructor

ROBERT WORMUS

has completed all necessary requirements for authorization as a

CPO INSTRUCTOR

as required by the Pool & Hot Tub Alliance

PHTA Member ID
15574320

Authorization Date:
12/3/24

Authorization Expires:
12/31/25

POOL & HOT TUB ALLIANCE

Sabeena Hickman, CAE
President & CEO
Pool & Hot Tub Alliance

CPO
CERTIFIED POOL & SPA OPERATOR℠
Pool & Hot Tub Professionals Assoc.

Certified Pool & Spa Operator Certification

for

ROBERT WORMUS

as an Operator of Aquatic Facilities
issued by the

Pool & Hot Tub Alliance

on

Certification Date: 12/3/24
Expiration Date: 12/31/29
Certification Number: 15574320

Instructor Name(s) PHTA Approved

Sabeena Hickman, CAE
President & CEO
Pool & Hot Tub Alliance

POOL & HOT TUB ALLIANCE

For verification, telephone PHTA at 719-540-9119 or email service@phta.org

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC HEALTH
SWIMMING POOL SERVICE
TECHNICIAN

No. PR0190681 Expires: 6/30/2026

HUMBERTO NAVA
2510 N GRAND AVE STE 110
SANTA ANA, CA 92705

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC HEALTH
SWIMMING POOL SERVICE
TECHNICIAN

No. PR0190298 Expires: 6/30/2026

AL CONDE
606 S RESH ST
ANAHEIM, CA 92805

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC HEALTH
SWIMMING POOL SERVICE
TECHNICIAN

No. PR0158609 Expires: 6/30/2026

BOB WORMUS
2510 NORTH GRAND AVENUE, STE
110
SANTA ANA, CA 92705

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC HEALTH
SWIMMING POOL SERVICE
TECHNICIAN

No. PR0190299 Expires: 6/30/2026

ALBERTO CERVENTES
2510 N GRAND AVE STE 110
SANTA ANA, CA 92705

Service 1ST

dca
DEPARTMENT OF CONSUMER AFFAIRS

CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE

License Number 556812

Entity CORP

Business Name SERVICE FIRST

Classification(s) C61/D35 C33 C20 B C36 C-2 C21
C53 C10 C-9

Expiration Date 02/28/2027

www.cslb.ca.gov

2510 N. Grand Avenue, Suite #110 • Santa Ana, California 92705 • (714) 573-2200 • FAX (714) 573-2297 • License #556812

Service 1ST

City of Compton RFP Swimming Pool Maintenance Services

REFERENCES

City of Fontana 16489 Orange Way Fontana Ca 92335- Pool Maintenance Services at five (5) City Aquatic Centers. Ryan Rosebeary 909-428-8811 rrosebeary@fontana.gov 2023- present $580,858.00/YR

City of Riverside 8095 Lincoln Ave Riverside Ca 92504- Pool Maintenance for seven (7) community swim centers. Barnaby Antunez 951-584-4128 Bantunez@riversideca.gov we've had this contract for past 20 years- new contract started 1/1/26 $257,320.00/YR

City of Cerritos 18125 Bloomfield Ave Cerritos CA 90703- Pool Maintenance Aquatic Center and fifteen (15) citywide fountains. Ted Glenn 562-916-8512 tglenn@cerritos.gov 2023-present $274,000/YR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/12/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

StateFarm

STATE FARM INSURANCE
1370 BREA BLVD STE. 150
FULLERTON, CA 92835

CONTACT NAME: JOEY MONTGOMERY
PHONE (A/C, No, Ext): 714-526-7001 FAX (A/C, No): 714-526-0348
E-MAIL ADDRESS: JOEY@JOEYMONTGOMERY.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Mutual Automobile Insurance Company	25178
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

SERVICE FIRST
DBA: SERVICE FIRST
2510 N GRAND AVE SUITE 110
SANTA ANA, CA 92705

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY	Y	Y	678-0936-F07-75	06/07/2025	06/07/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☒ ALL OWNED AUTOS ☒ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☒ HIRED AUTOS ☒ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A					☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/12/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER	CONTACT NAME:	
GIGA Solutions, Inc. 101 Plaza Real South Ste 201 Boca Raton FL 33432	PHONE (A/C, No, Ext): 888-581-0807	FAX (A/C, No):
	E-MAIL ADDRESS: certs@gigasolves.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : State National Insurance Company, Inc	12831
INSURED Service First 2510 North Grand Ave Suite 110 Santa Ana CA 92705	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 191326787 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE	$
	OTHER:						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			AMX-082-0021-009	10/1/2025	10/1/2026	X PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Service First
2510 North Grand Ave, Suite 110
Santa Ana CA 92705

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Carlos Bueno

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ACORD

SERVICE FI

JCHRISTIANSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/5/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER	CONTACT NAME:	
HUB International Insurance Services Inc. 4695 MacArthur Court Suite #600 Newport Beach, CA 92660	PHONE (A/C, No, Ext): (949) 553-9800	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Service First 2510 North Grand Ave, Ste. 110 Santa Ana, CA 92705	INSURER A : Navigators Specialty Insurance Company	36056
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			SF25CGLZ0N3HVIC	11/5/2025	11/5/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB [X] OCCUR			LA25EXCZ0LWG6IC	11/5/2025	11/5/2026	EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Sample Certificate.

CERTIFICATE HOLDER

Sample Certificate

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: SERVICE FI JCHRISTIANSON

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
HUB International Insurance Services Inc.		Service First 2510 North Grand Ave, Ste. 110 Santa Ana, CA 92705
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Cancellation:
*Except for 10 days notice of cancellation for non payment of premium.
Should this policy be cancelled before the expiration date, HUB International Insurance Services, Inc. will mail 30 (thirty) days written notice to those Certificate Holders which require such action per contract or agreement.

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The proposal prices are to include and cover the furnishings of all labor, materials, equipment, fees, taxes, incidentals, and overhear necessary to perform the work described in the **"SCOPE OF WORK"** of this proposal document. The City maintains the right to award to contractor(s) Based on the demonstrated best value to the City.

The Contractor affirms that in the event they ae selected as the successful Contractor, the Contractor assures that all work will be performed in the specified manner and under the term and conditions specified at the prices listed below.
Contractor's Signature [signature] Date 4/18/26

Service Description	Cost
Gonzales Park Aquatic Center – Lap Pool (annual)	$94,200 ea
Gonzales Park Aquatic Center – Wading Pool (annual)	$46,200. ea
Lueders Park Aquatic Center – Lap Pool (annual)	$94,200. ea
Repair/Emergency Work Per Hour	$165. ea/HR
Other Charges (if any, please describe)	
Other Charges (if any, please describe)	

3 X per week FULL SERVICE CHEMICALS INCLUDED

ADDENDUM NO. 1

Commercial Swimming Pool Maintenance Services

Solicitation Title:	Commercial Swimming Pool Maintenance Services
Addendum No.:	1
Date of Issue:	April 22, 2026
Issued By:	Cameron P. Redic, Purchasing Officer
Contact:	credic@comptoncity.org | (310) 605-1439

PURPOSE

This addendum is issued to respond to written questions received during the solicitation period. All responses below are incorporated into and made a part of the solicitation documents. Proposers are required to acknowledge receipt of this addendum in their proposal submission.

QUESTIONS AND RESPONSES

Q1. Will the awarded contractor be responsible for supplying chemicals, and should chemical costs be included in the cost proposal?

Response: Yes. The awarded contractor will be responsible for supplying all chemicals required for proper pool maintenance. These costs should be included in the cost proposal.

Q2. If the awarded contractor is the sole provider of pool cleaning and janitorial services, should the cost proposal reflect a minimum service frequency of three (3) days per week, including full-service cleaning, chemical calibration, and equipment preventive maintenance?

Response: Since the awarded contractor will be the sole provider of pool cleaning and janitorial services, the cost proposal should include all labor, chemicals, and materials necessary to maintain the pools in a clean, clear, and chemically balanced condition suitable for daily use. If the contractor determines that a minimum of three (3) days per week of full-service cleaning, chemical calibration, and equipment preventive maintenance is required to meet this standard, the proposal should reflect those anticipated service levels.

Q3. Is DIR registration required for equipment repair services, and must prevailing wages be included in the cost proposal for repair and emergency work billed on an hourly basis?

Response: DIR registration is required for any work that falls under public works, including equipment repair services. Prevailing wage rates must be included in the cost proposal for all repair and emergency work billed on an hourly basis.

Q4. Is LA County Certified Pool Technician certification required for individuals performing pool chemical adjustments or water quality operations?

Response: LA County Environmental Health requires that individuals performing pool chemical adjustments or water quality operations hold a valid LA County Certified Pool Technician certification. The awarded contractor must ensure compliance with this requirement.

4/24/26

REQUEST FOR PROPOSAL

COMMERCIAL SWIMMING POOL MAINTENANCE SERVICES FOR THE CITY OF COMPTON

The City of Compton is soliciting proposals for commercial swimming pool maintenance services covering all recreational pools within the City of Compton.

Proposals will be received in the office of the City Clerk, City of Compton, 205 South Willowbrook Avenue, Compton, California, 90220 until 5:00 pm on April 30, 2026. POSTMARKS WILL **NOT** BE ACCEPTED. All proposals must be clearly marked, "PROPOSAL TO PROVIDE COMMERCIAL SWIMMING POOL MAINTENANCE SERVICES IN THE CITY OF COMPTON – DO NOT OPEN WITH REGULAR MAIL" and shall be delivered during the business hours of 7:00 a.m. to 6:00 p.m., Monday through Thursday, except holidays, to the City Clerk's office.

Submit five (5) copies of your service proposal, one must be digital. It should be understood that the final annual costs will be as negotiated with the City. As part of the proposal please indicate the unit costs that are associated with each phase.

All submitted proposals will be reviewed and analyzed by City staff and the proposal which best meets the City's needs will be selected for further analysis and negotiation.

The City of Compton proposes to enter into an Agreement for a three (3) plus year term.

The City of Compton reserves the right, in its sole discretion during this selection process, to reject any or all proposals or any portion without exception or explanation.

Parties interested in obtaining a Request for Proposal (RFP) package should check the City's website at www.comptoncity.org or contact the:

Parks and Recreation Department
City of Compton
301 N Tamarind Avenue
Compton, CA 90220
(310) 605-5688

SUBMITTAL DEADLINE

To be considered, proposals must be submitted no later than **Thursday, April 30, 2026 at 5:00 p.m.** to the City Clerk's Office, 205 South Willowbrook Avenue, Compton, California, 90220. Postmarks will not be accepted. The City may extend the deadline at its option.

During this period of restricted contact, any attempt by a proposing firm, its representative or agent to contact, lobby, or make a representation to a member of the City Council, or any other official, employee, or agent of the City will be grounds for disqualification.

Satra D. Zurita
City Clerk

Publish: **3/25/2026**

INTRODUCTION TO THE CITY OF COMPTON

The City of Compton was incorporated in 1888. The City totals approximately 10.2 square miles in size, and is home to more than 93,597 residents (2022). The City has approximately five (5) major parks with recreational facilities, eight (8) neighborhood parks, one (1) Par 3 Golf Course and two (2) commercial swimming pools, (1) wading pool; Gonzales Park Aquatic Center located at 1100 W. Cressey Avenue and Lueders Park Aquatic Center located at 1500 E. Rosecrans Avenue. Both Aquatic Centers provide swimming lessons, a swim day camp program and open recreational swim times. Classes for Lifeguard Training and Water Safety Instruction are also offered.

SCOPE OF WORK

Pool Information

Lueders Park – William Love Pool
- 220,000 gallons
- Lap Pool
- 3–11 feet

Gonzales Park Aquatic Center
- 200,000 gallons
- Lap Pool
- 3–12 feet

Gonzales Park Kiddie Pool
- 85,000 gallons
- Wading Pool
- 1–3 feet

Contractor Responsibilities

1. Pool Management

- Prepare for and work with Los Angeles County Department of Public Health for annual pool openings.
- Start up and calibrate pool controllers.
- Balance water chemistry (alkalinity, calcium hardness, pH).
- Achieve proper water clarity (metal remover, clarifier).
- Brush all pool surfaces.
- Ensure chlorine and pH levels meet inspection requirements.

- Fill pools to proper operating levels.
- Vacuum pools to required cleanliness standards.
- Clean, wash, and apply protectant to slides and fiberglass equipment.
- Adjust variable-speed drive pumps as needed.

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2. Water Management

Water Chemistry Maintenance

- Test pH, chlorine, calcium hardness, alkalinity, and stabilizer levels.
- Load chemical feeders and manually add chemicals (calcium, soda ash, bicarb, etc.) when needed.
- Program, calibrate, and clean controller automation systems.

Recordkeeping

- Record all water chemistry test results for each visit.
- Document maintenance activities: pump basket cleaning, filter backwashing, etc.
- Document recommended repairs and repairs completed.

Routine Mechanical Tasks

- Clean pump strainer baskets each visit or as needed.
- Clean skimmer baskets each visit or as needed.
- Backwash filters (see Sand Filtration section).
- Communicate all operational or mechanical concerns to the Parks Maintenance Supervisor.
- Provide annual operational training to designated City staff.
- Maintain chemical inventory and notify the Pool Manager of supply needs.
- Provide phone consultation regarding water clarity, chemistry, or mechanical issues as needed.

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3. Sand Media Filtration Maintenance

(All pools use sand media filtration)

Backwashing

- Weekly under normal conditions.
- Immediately when filter pressure rises 8–10 psi above clean starting pressure.
- Contractor shall ensure proper backwash cycle length and confirm clarity of discharge water.

Rinsing

- Perform rinse cycle after every backwash to settle sand and prevent post-backwash clouding.

Media Condition Checks
- Quarterly inspection of sand for channeling, clumping, calcification, and displacement.
- Recommend media replacement typically every 3–5 years or as conditions require.

Filter Vessel Inspection
- Annual examination of laterals, manifolds, gaskets, lids, and filter body.
- Report cracks, broken laterals, leaks, or structural failures to the City.

Sand Filter Cleaning Chemicals
- Apply sand-filter cleaning agent/degreaser quarterly.
- Removes oils, lotions, and organic debris that reduce filtration efficiency.

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4. Chemical Requirements and Frequency

Primary Sanitization
- Liquid chlorine (sodium hypochlorite 12.5 percent)
- Target: 2–4 ppm
- Frequency: Daily monitoring and feeding; shock weekly or as needed.

pH Control
- Muriatic acid or CO_2; soda ash to raise pH
- Target: 7.2–7.8
- Frequency: Daily testing and adjustment

Alkalinity
- Sodium bicarbonate
- Target: 80–120 ppm
- Frequency: Weekly testing and adjustment

Calcium Hardness
- Calcium chloride
- Target: 200–400 ppm
- Frequency: Monthly testing, adjust monthly/bi-monthly

Cyanuric Acid (Outdoor UV Stabilizer)
- Cyanuric acid
- Target: 30–50 ppm
- Frequency: Monthly testing, adjust only when needed

Water Clarity & Preventative Chemicals
- Clarifier: Weekly dose (improves performance of sand filtration)

• Metal remover/sequestering agent: Monthly or as needed
• Non-copper algaecide: Weekly preventative dose
• Enzyme treatment (recommended): Weekly to reduce oils, scum, and surface buildup

Shock Treatment
• Cal-Hypo or liquid chlorine super-chlorination
• Frequency: Weekly and after high-use events, rain, or combined chlorine > 0.2 ppm

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City Responsibilities

• Maintain proper pool water levels.
• Keep required water testing records.
• Report water quality issues or mechanical problems promptly to the Contractor.

PROPOSAL FORMAT

Your proposal should be submitted in the following format:

Section 1: Describe your firm, including your area of specialization; number of employees; prior experience performing similar services; current workload; current financial environments, etc.

Section 2: Describe your firm's or employees' experience working for or with municipal governments.

Section 3: Describe how you typically communicate with City staff regarding your status. Please provide any report format you currently use to keep City staff informed about the status.

Section 4: Provide the names and backgrounds of the individuals who will be providing the actual services to the City. Include their prior experience providing sweeping services to municipalities and/or their previous experience working with municipalities.

Section 5: Provide the total annual cost to perform the City's Commercial Swimming Pool Maintenance Services for the activity levels described in the Proposal Form herein. This shall be the total amount payable to the Service Provider by the City. The total amount shall be divided by twelve (12) and invoiced and paid monthly.

Section 6: Provide any additional information you believe will be helpful to assist in the review of your proposal. Include any attachments, exhibits, or reports which you feel will help us to gain a better understanding of your firm's ability to provide this service to the City of Compton.

Your proposal must respond to and conform to the "Commercial Swimming Pool Maintenance Services" specifications listed in this document.

PROPOSED SCHEDULE OF EVENTS

The following is the proposed schedule for the selection process:

Release of RFP by the City to Service Providers	**03/30/2026**
RFP's final submittal date	**04/30/2026**
Council approval of Agreement (Tentative)	**06/01/2026**
Agreement commencement (Tentative)	**07/01/2026**

DEFINITION OF TERMS

Whenever the terms listed below appear in the Contract Documents, they shall be defined as follows:

1. City shall mean the City of Compton, California, as it now exists or as its boundaries may from time to time be change.
2. Contractor, Service Provider, Bidder, Firm, Corporation shall mean the person with whom the City has executed the Agreement and who is fully responsible for performance of the work.

MISCELLANEOUS PROVISIONS

These specifications and the draft agreement are complementary. This RFP does not commit the City to enter into an agreement or to pay any costs incurred by proposers in the preparation of a proposal.

The City reserves the right to accept or reject any or all proposals received as a result of this RFP. The City reserves the right to cancel in part, or in its entirety, this RFP.

Any changes to the RFP requirements will be made by addendum. All addendum shall be signed by bidders and attached to the proposal. Failure to attach any addendum may render the proposal non-responsive and cause it to be eliminated from consideration.

The City may require the selected bidder(s) to participate in negotiations and to submit such prices, technical or other revisions to their proposals as may result from negotiations. Bidder(s) selected for an interview may be asked to submit "best and final" cost proposals as a final step in the selection process.

All responses to the RFP become the property of the City of Compton. At such time a final award is made, all proposals submitted in response to this RFP become a matter of public record and shall be regarded as public records, with the exception of those elements in each proposal which are

defined by the bidder as business or trade secrets, and marked "Trade Secret," "Confidential," or "Proprietary."

SELECTION

All proposals will be reviewed by the Director of Recreation, Assistant City Manager and other relevant staff. The Director of Recreation and staff will evaluate the proposals based upon price, service plan, experience, and customer service experience.

During the evaluation process, the Director of Recreation, at his discretion, may request any or all service providers to provide oral presentations. Such presentations will provide service providers with an opportunity to answer any questions the selection committee may have on a service provider's proposal. Not all firms may be asked to make oral presentations.

There is no expressed or implied obligation for the City to reimburse responding service providers for any expenses incurred in making an oral presentation to the selection committee.

Upon completion of the evaluation process, the Director of Recreation will recommend a service provider for selection to the City Council.

1.0 GUIDELINES

1.1 Purpose of Procurement

The purpose of the Request for Proposal (RFP) is to outline the City of Compton's interest in obtaining the services of a qualified company to provide on-call commercial swimming pool maintenance services. Commercial swimming pool maintenance services must meet all federal, state and local regulations. Proposing companies are hereby invited to submit their qualifications in accordance with the terms of this document.

1.2 Basic Guidelines for this Request for Proposal

The qualifications shall be evaluated in accordance with the criteria set forth in this Request for Proposal (RFP). Proposing firms shall be afforded fair and equal treatment with respect to any opportunity for discussion and revisions; and such revisions may be permitted after submissions prior to the deadline date for the purpose of obtaining the best and final offers.

Selection shall be made to the proposing firm whose qualifications are determined in writing to be the most advantageous for the City, considering all of the evaluation factors set forth in this RFP. No other factors or criteria shall be used in the evaluation. The City reserves the right to reject any and all proposals submitted in response to this request.

1.3 Contract Term

No award shall be binding upon the City unless and until consummated by a written, fully executed contract. The contract duration is expected to begin July 01, 2026 through June 30, 2029, with two (2) one-year options to renew. The annual renewal of the contract shall be at the sole discretion of the City. The City will retain the right to terminate the contract at any time.

1.4 **Withdrawal of Proposal**

Proposals submitted early may be withdrawn by the proposing firm prior to the proposal due date specified. Following the proposal date, the proposal constitutes a binding offer and may not be withdrawn prior to the award.

1.5 **Costs of Preparation**

The proposing firm shall be solely responsible for any and all costs associated with developing and preparing the proposal.

1.6 **Reservation of Right**

The City of Compton reserves the right to: (a) waive minor irregularities or variances, non-material bid formalities or defects in any proposal; (b) reject any and all proposals, in whole or in part, submitted in response to this RFP; (c) request clarifications from all proposing firms; (d) request resubmissions from all proposing firms; (e) make partial, progressive or multiple awards; and (f) withdraw or cancel this RFP without prior notice, at any time, at its sole discretion.

2.0 DESCRIPTION OF REQUIREMENTS

2.1 Objective of the Procurement

The overall and ultimate objective of this Request for Proposal is to provide on-call commercial swimming pool maintenance services within the recreational pools in the City of Compton from the selected or contracted firm ("Contractor").

2.2 Duties and Procedures

The Contractor shall adhere to the following duties and procedures in the fulfillment of the scope of services.

2.3 **Personnel and Equipment.** The work consists of furnishing all labor, materials, machinery, tools, means of transportation, supplies, equipment and services necessary for the maintenance of commercial swimming pools in the City.

1. **Work Orders and Communication.** Work orders for commercial swimming pool maintenance services will be provided by e-mail to the Contractor from the City's representative. The Contractor shall respond by e-mail promptly with an acknowledgment of receipt; if sent before 12:00 pm, the Contractor shall respond by 5:00 pm the same day or if sent after 12:00 pm, the Contractor shall respond by 9:00 am the next day.

Each time work is completed, the Contractor is responsible for cleaning and removing from each area worked in, all debris, materials and equipment associated with the work performed.

2. **Notice To Proceed and Schedule**. Once the commercial swimming pool maintenance plan is approved by the City representative, a notice to proceed (NTP) will be issued to the Contractor. The commercial swimming pool maintenance services plan shall commence 48 hours of receiving assignments and 24 hours for designated emergencies. The Contractor is not to commence work until an NTP is issued.

3. **Responsiveness**. The City expects the Contractor to respond promptly through the weekends and holidays. Work shall be performed during or after business hours, on weekends and during holidays as directed.

4. **Property Damage**. Services performed under this contract, the Contractor shall notify the City representative within 24 hours if damage occurs and replacement and/or repair shall be done at no cost.

2.4 Additional Requirements

1. Contractor will have ten (10) days to correct any unsatisfactory performance as determined by the City representative for no extra compensation. If the correction is not made within ten (10) days, no payment shall be rendered for the work. If two of these instances occur within a 12-month period without correction in 10 days, the contract may terminate for cause upon 7 days' notice by the City. Additionally, the contract will be terminated by the City upon 30 days' notice.
2. The Contractor shall maintain all permits, certificates, and licenses necessary to perform the sign installation and replacement services described herein.
3. The Contractor may not assign this contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the City. All correspondence authorizing subcontracting must reference the contract and identify the specific job being subcontracted.

3.0 PROPOSAL PACKAGE

A complete proposal package must be submitted to be considered and included one digital copy and four (4) hard copies. The proposal shall consist of the elements within the following sections. E-mail submittals are not accepted.

3.1 Basic Information

1. Provide basic company information: owner, company name, address, name of primary contact, telephone number, fax number, e-mail address, and company website (if available). If the firm has multiple offices, the

qualification statement shall include information about the parent company and branch office separately. Provide form of ownership, including state of residency or incorporation, and number of years in business. Indicate if the proposing firm is a sole proprietorship, partnership, corporation, Limited Liability Corporation (LLC), or other structure.

2. Identify and provide the name of the project manager who will be assigned to this contract. The project manager is the foreman or responsible person overseeing and/or participating in the actual work. Provide all relevant experience along with references for the project manager, completed projects and contact information for references.

3. Provide the overall qualifications and experience for the firm itself with references. These references may overlap with those for the project manager.

4. Overall at least three (3) references must be provided, illustrating similar and relevant experience with services provided to organizations, communities or agencies, highlighting successfully completed related projects. Please include references of people, firms, or agencies that may be contacted to verify this experience. Please provide name, e-mail address, and phone number. References should be able to validate firm experience and project manager experience. Demonstrating successful experience with public agencies is highly desired.

3.2 Cost and Pricing

1. (a) Provide a complete list of rates for services from which the cost of each on-call service request shall be priced.

2. The cost proposals must be inclusive of all related costs including but not limited to: materials, labor, and administrative costs and any taxes that may be levied. It is the responsibility of the bidder to determine any and all taxes and/or fees and include same in the proposal.

3. Pricing shall include all cost, both direct and indirect to perform the work.

3.3 Insurance Requirements

Demonstrate ability to fulfill insurance requirements as follows:

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.

2. Automobile Liability. $1,000,000 combined single-limit per accident for bodily injury and property damage.

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

4. Professional Liability. Errors and omissions liability appropriate to Contractor's profession with limits of not less than $1,000,000 per claim. The coverage shall also

provide an extended two (2) year reporting period commencing upon termination or cancellation of this Agreement.

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

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

4.0 EVALUATION

4.1 Proposals

Each response shall be prepared simply and economically, providing straight-forward, concise delineation of proposing firm's capabilities to satisfy the requirements of this RFP. Emphasis on each proposal must be on completeness and clarity of content. To expedite the evaluation of qualifications, it is essential that proposing firms follow the format and instruction contain herein.

4.2 Proposal Submission

Proposals are due at the location specified below no later than:
Thursday, April 30, 2026 at 5 pm

One digital and Four (4) bound originals are to be delivered to:

City of Compton
City Clerk's Office
205 South Willowbrook Avenue
Compton, CA 90220
Attention: Bryan Spragg
Director of Recreation

4.3 Evaluation Criteria and Process

The following items are evaluation criteria for all qualifying proposals and will be rated on a point system basis by the evaluation team. Submittals must provide all information as required in this RFP.

1. Firm's qualifications and experience (5 points max)
2. Firm's references for experience (10 points max)
3. Proposed project manager's qualifications and experience (10 points max)
4. Proposed project manager's references for experience (15 points max)
5. Overall examples of similar and relevant work (15 points max)
6. Demonstrated successful experience with public agencies (10 points max)
7. Approach and responsiveness to sign removal and installation services (15 points)
8. Completeness and responsiveness to RFP requirements (10 points)
9. Familiarity with the City of Compton (5 points)

10. Local Hiring Credit (5 points)

4.4 Review of Qualifications

All qualifications received will be reviewed by the City to ensure that all administrative requirements of the RFP package have been met by the proposing firm. Failure to meet these requirements may be cause for rejection of a qualification. All technical qualifications that meet the administrative requirements will then be turned over to the technical evaluation team members for further evaluation.

4.5 Selection and Evaluation Process

The City will complete the selection process and in its sole discretion, and in the course of its evaluation, may request interviews or presentations with one or more selected proposing firms. The selection process shall be completed at the pleasure of the City, but is anticipated to conclude within thirty (30) days after submittal. An invitation will be extended to the finalist to complete a contract for services.

4.6 Preliminary Award of Contract Schedule

The following dates reflect the anticipated schedule for proposal solicitation, selection of Consultant and award of contract.

• Solicit Proposals for Services	March 30, 2026
• Proposals Due	April 30, 2026
• Review Proposals	May 6, 2026 (week of)
• Recommend Award to City Council	June 01, 2026 (tentative)
• Agreement commencement (tentative)	July 1, 2026 (tentative)

5.0 ADDENDUM

All inquiries and questions of this RFP must be submitted in writing by e-mail to bspragg@comptoncity.org. Written responses to all written questions will be addressed in the form of an addendum and available on the City's website at www.comptoncity.org **Questions and inquiries will not be answered by any other means. If the website is down, responses will be provided by e-mail or fax upon request.**

During this period of restricted contact, any attempt by a proposing firm, its representative or agent to contact, lobby, or make a representation to a member of the City Council, or any other official, employee, or agent of the City will be grounds for disqualification

APPENDIX A

The proposal prices are to include and cover the furnishings of all labor, materials, equipment, fees, taxes, incidentals, and overhear necessary to perform the work described in the **"SCOPE OF WORK"** of this proposal document. The City maintains the right to award to contractor(s) Based on the demonstrated best value to the City.

The Contractor affirms that in the event they ae selected as the successful Contractor, the Contractor assures that all work will be performed in the specified manner and under the term and conditions specified at the prices listed below.

Contractor's Signature _____ Date April 30,2026

Service Description	Cost
Gonzales Park Aquatic Center – Lap Pool (annual)	$103,385.00
Gonzales Park Aquatic Center – Wading Pool (annual)	$53,025.00
Lueders Park Aquatic Center – Lap Pool (annual)	$119,610.00
Repair/Emergency Work Per Hour	$225/hour $150 Travel Flat rate per call out
Other Charges (if any, please describe)	Afterhours $340/hour + Travel Outside of Mon-Fri 7am-3pm
Other Charges (if any, please describe)	Sunday/Holidays $455/hour (two hour min) + Travel

CALIFORNIA WATERS EXPERIENCE – SERVICE AND REPAIR

For over 20 years, California Waters has been bringing water to life for our clients and the communities they serve. We are industry-leading aquatic specialists focused on commercial pools, water features, and complex waterscapes, delivering both functional reliability and aesthetic excellence.

California Waters is a full-service aquatic company with over 80 employees and more than 160 active service agreement clients throughout Southern California. Our firm is structured with dedicated Construction and Service & Repair divisions, allowing us to support the full lifecycle of an aquatic facility—from design and construction to ongoing service, preventative maintenance, and advanced system repairs.

Our team is trained in a wide range of manufacturer equipment and the latest technology. We regularly invest in factory training to ensure our technicians remain current with evolving equipment and automation systems. As an independent service provider, we are not tied to any single manufacturer, allowing us to recommend the most appropriate and cost-effective solutions based on each client's specific needs and budget.

Our areas of specialization include:

- Commercial Pools & Spas
- Water Features
- Interactive Splash Pads
- Aquatic Facilities
- Waterscapes
- Themed Environments
- Natural & Artificial Rockwork

California Waters maintains a strong operational capacity to support municipal clients while continuing to meet the demands of our existing workload. Our organizational structure, staffing levels, and established processes ensure consistent service delivery without compromising quality.

ADDRESS
23311 E. La Palma Ave.
Yorba Linda, CA 92887
(949) 528-0900
www.californiawaters.com

Owner
Mark Pitman
President
o 949.528.0900 x101
mpitman@californiawaters.com

POINT OF CONTACT
Rheanna Connor
Director of Service and Repair
o 949.528.0900 x102
m 949.468.8755
rconnor@californiawaters.com

LICENSES
CA License #958960
Class A, C-53
C-61/D35, D06, D21

COMPANY DATA
California Waters Development, Inc.
dba California Waters
S-Corp
Fed ID: 27-4963481
DIR: 1000001472
Company Founded: 1999
Design/Construction: 201

CALIFORNIA WATERS

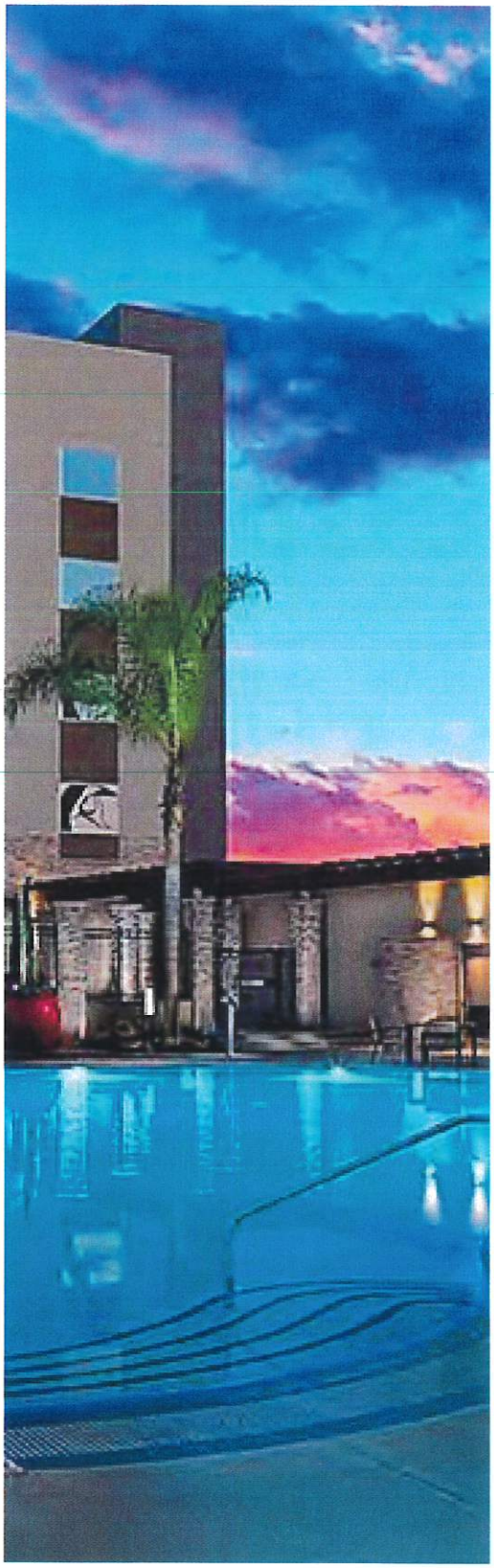
REFERENCES

City of Calabasas
William Rose, Recreation Coordinator
wrose@cityofcalabasas.com
818-222-2782

Crespi High School
Jeff Thornton, Vice Principal of Campus Development
jthornton@crespi.org
818-654-1318

City of Oceanside
Philip Polen, Recreation Supervisor
ppolen@oceansideca.org
760-405-7838

County of Riverside
David Alvarez, Development Specialist
dalvarez@rivco.org
951-955-3313



SERVICE & REPAIR TEAM

Rheanna Connor – Director of Service and Repair

Rheanna has been in the commercial pool industry since 2008, she worked alongside some of the most experienced technicians in the industry, gaining deep expertise in large-scale aquatic systems. Known for running her departments with honesty and a strong focus on customer responsiveness, Rheanna has built a reputation for reliability and integrity. Under her leadership, the division has grown to include a highly skilled team of repair technicians with extensive knowledge of large commercial pool equipment and complex system operations.

Chris Aparicio – Senior Repair and Installation Technician

Chris brings years of hands-on experience to California Waters. He has overseen the maintenance of numerous facilities, including monthly and quarterly service of many private and public facilities. Known for his technical expertise, patience, and approachable style, Chris has been instrumental in training and leading service teams, specializing in commercial pool maintenance and repair. At California Waters, Chris continues that work—partnering with Rheanna and Noel to deliver consistent, high-quality service and support to every client.

Aurelio Blanco and Harrison Hernandez- Assigned Pools Technicians - CPO Certified

Aurelio Blanco and Harrison Hernandez are responsible for day-to-day operations, including chemical balancing, system inspections, record keeping, and ensuring compliance with all applicable health regulations. Both technicians currently service some of our largest municipal pool accounts and are experienced in maintaining high-traffic public facilities.

Municipal Experience

California Waters has extensive experience working with municipal agencies throughout Southern California. Our team understands the unique requirements of public sector clients, including regulatory compliance, public health standards, documentation, and responsiveness.

We routinely coordinate with City staff, facility managers, and inspectors to ensure that all aquatic systems operate safely, efficiently, and in full compliance with local and state health codes. Our experience includes maintaining high-use public pools, water features, and interactive aquatic environments where reliability and public safety are critical.

Our familiarity with municipal processes—such as approvals, reporting structures, and budget considerations—allows us to operate as a seamless extension of City staff.

Communication & Reporting

Clear and consistent communication is a core component of our service approach. California Waters maintains proactive communication with City staff to ensure full transparency regarding system status, service activities, and any identified issues.

Our standard communication practices include:

- Routine service reports detailing chemical readings, equipment status, and completed tasks
- Immediate notification of any deficiencies, safety concerns, or required repairs
- Recommendations with prioritized action items and budget considerations
- Coordination with City staff for scheduling, access, and follow-up work

Certifications

LA County Certified Pool Technicians

Chris Aparicio – PR0158317

Certified Pool Operator Certification

Chris Aparicio #C-137244 expires 04.30.30

Matt Hershberger #C-118273 expires 12.31.29

Nestor Flores #C-137253 expires 04.30.30

Matthew Reynoso #C-151145 expires 08.31.30

Harrison Hernandez #C-151144 expires 08.31.30

Aurelio Blanco #627147 expires 08.31.30

Christian Noveron #592426 expires 08.31.30

Raypak Heaters

Chris Aparicio

Nestor Flores

Lochinvar Heaters

Chris Aparicio

Nestor Flores

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/31/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Acrisure Southwest Partners Insurance Services, LLC 18952 MacArthur Blvd., Suite #300 Irvine, CA 92612 www.patrisk.com 0K07568	CONTACT NAME: Annette Romero PHONE (A/C, No, Ext): 949-486-7904 FAX (A/C, No): E-MAIL ADDRESS: aromero@patrisk.com
INSURED California Waters LLC California Waters Development, Inc. 23311 E. La Palma Avenue Yorba Linda CA 92887	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Accelerant Specialty Insurance Company — 16890 INSURER B : BITCO General Insurance Corporation — 20095 INSURER C : Lloyd's Insurance Company of S.A. INSURER D : State National Insurance Company, Inc. — 12831 INSURER E : Underwriters at Lloyd's London — 15792 INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 86546711 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ COMMERCIAL GENERAL LIABILITY			DACP000043901	7/31/2025	7/31/2026	EACH OCCURRENCE	$1,000,000
	☐ CLAIMS-MADE ✓ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	✓ Ded $10,000 BI & PD Combined						MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
A	☐ POLICY ✓ PRO-JECT ☐ LOC			DACP000043901	7/31/2025	7/31/2026	PRODUCTS - COMP/OP AGG	$2,000,000
	✓ OTHER: POLLUTION LIABILITY						Limit: $1,000,000	$2,000,000 AGG
	AUTOMOBILE LIABILITY			CAP3761151	7/31/2025	7/31/2026	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	✓ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	✓ HIRED AUTOS ONLY ✓ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	☐ UMBRELLA LIAB ✓ OCCUR			DACPX0000058-01	7/31/2025	7/31/2026	EACH OCCURRENCE	$5,000,000
	✓ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$5,000,000
	☐ DED ☐ RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			WC3761152	7/31/2025	7/31/2026	✓ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A						E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Professional Liability			ANE520808125	7/31/2025	7/31/2026	Ea Occ: $2,000,000/Ded $10,000 Ea Claim	
D	Cyber Liability			EHJADO01449363	7/31/2025	7/31/2026	Aggregate Limit: $1,000,000 / Ret. $5,000	
E	Sexual Abuse & Molestation Liability			B0621PCAL1012425	3/26/2025	7/31/2026	Per Claim $1,000,000 / Agg $2,000,000	
	SEE ADDENUM FOR LSD-EQPT COV							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

* Proof of Insurance

CERTIFICATE HOLDER

Proof of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Dave Jacobson

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Acrisure Southwest Partners Insurance Services, LLC	California Waters LLC California Waters Development, Inc. 23311 E. La Palma Avenue Yorba Linda CA 92887
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance (03/16)

HOLDER: sample

ADDRESS:

LEASED/RENTED EQUIPMENT

CARRIER: OHIO SECURITY INSURANCE COMPANY
POLICY TERM: 07/31/2025 - 07/31/2026

POLICY NUMBER: BKS66176623

LIMIT: $250,000 / DEDUCTIBLE $500

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ATTACHMENT

June 9, 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 AUTHORIZING THE CITY MANAGER TO EXECUTE A FIVE-YEAR LEASE-PURCHASE FINANCING AGREEMENT AND ESTABLISH A PURCHASE ORDER WITH LEASE SERVICING CENTER, INC. DBA NCL GOVERNMENT CAPITAL FOR THE ACQUISITION OF THREE STREET SWEEPERS IN AN ANNUAL AMOUNT OF FOUR HUNDRED ONE THOUSAND SEVENTY-TWO DOLLARS AND SIXTY-TWO CENTS ($401,072.62) AND APPROVING A ONE-YEAR AGREEMENT AND ESTABLISHING A PURCHASE ORDER WITH SWEEPING CORP OF AMERICA (SCA) FOR STREET SWEEPING SERVICES IN THE AMOUNT OF ONE MILLION FOUR HUNDRED EIGHT THOUSAND THREE HUNDRED TWENTY DOLLARS ($1,408,320.00)

SUMMARY

The adoption of this resolution will authorize the City Manager to execute a five-year lease-purchase financing agreement and establish a purchase order with Lease Servicing Center, Inc. DBA NCL Government Capital for the acquisition of three street sweepers in an annual amount of Four Hundred One Thousand Seventy-Two Dollars and Sixty-Two Cents ($401,072.62) and approving a one-year agreement and establishing a purchase order with Sweeping Corp of America (SCA) for street sweeping services in the amount of One Million Four Hundred Eight Thousand Three Hundred Twenty Dollars ($1,408,320.00)

BACKGROUND

The City currently relies on contracted street sweeping services to maintain public streets, support storm water compliance requirements and preserve public cleanliness standards. Existing operational demands, increasing regulatory requirements and escalating service costs have made it necessary for the City to transition toward ownership and operation of municipal street sweeping equipment.

Staff evaluated available procurement and financing options and determined that a lease-purchase structure is the most financially responsible method for acquiring critical fleet equipment while preserving General Fund flexibility.

The City elected to lease-purchase three street sweepers due to the significant capital cost, extended manufacturing timeline and long-term operational need for reliable fleet equipment. The sweepers require approximately 240 days to manufacture and deliver,

making advance procurement necessary to avoid future service interruptions and equipment shortages.

STATEMENT OF THE ISSUE

Using the Sourcewell cooperative purchasing advantage, the total acquisition cost of $2,005,363.10 will be financed through annual payments of $401,072.62 over five years. This structure allows the City to distribute the financial impact across multiple fiscal years rather than utilizing a substantial one-time expenditure from the General Fund.

The lease-purchase agreement includes a nominal $1.00 end-of-term purchase option, allowing the City to assume ownership of the equipment upon completion of the financing term. This approach provides a cost-effective long-term investment in the City's infrastructure and public works operations.

The financing structure provides several operational and financial benefits, including:

- Preserving current cash reserves and budget flexibility
- Allowing immediate procurement of critical public works equipment
- Supporting the planned replacement of contracted sweeping services beginning in FY 2027/2028
- Supporting continued street maintenance, environmental compliance and public cleanliness standards
- Locking in fixed annual payments for predictable budgeting
- Utilizing tax-exempt municipal financing to reduce borrowing costs
- Providing staff route training
- Providing staff maintenance training
- Establishing maintenance support through Municipal Maintenance Equipment located in Norwalk

Staff also recommends approval of a one-year Sourcewell agreement with Sweeping Corp of America (SCA) in the amount of $1,408,320.00. The agreement includes approximately 23,472 curb miles and reflects a reduced prevailing wage rate of $60.00 per curb mile.

Municipal street sweeping is fundamentally an environmental compliance function mandated under the Federal Clean Water Act and National Pollutant Discharge Elimination System (NPDES) storm water permit requirements.

Street sweeping differs substantially from construction-related sweeping due to its regulatory purpose, specialized equipment and daily operational nature. Applying prevailing wage classifications to municipal street sweeping operations is inconsistent with the nature of the work and the legislative intent of prevailing wage statues.

Cities throughout California are experiencing substantial cost increases ranging from approximately 85 percent to more than 500 percent for equivalent levels of service due to prevailing wage requirements. In some jurisdictions, prevailing wage classifications require compensation levels exceeding $200,000 annually for street sweeping operators. For the City of Compton, projected impacts are estimated at approximately $800,000 annually.

These escalating costs divert limited municipal resources away from essential services including infrastructure maintenance and other critical community programs, creating increasing financial pressures on local governments statewide.

FISCAL IMPACT

The total lease-purchase acquisition cost for the three street sweepers is $2,005,363.10, financed over five years at annual payments of Four Hundred One Thousand Seventy-Two Dollars and Sixty-Two Cents ($401,072.62).

The one-year sweeping services agreement with SCA totals One Million Four Hundred Eight Thousand Three Hundred Twenty Dollars ($1,408,320.00) and includes 23,472 curb miles annually at a reduced prevailing wage rate of $60.00 per curb mile.

First annual payment for street sweepers	$ 401,072.62
Agreement with SCA	$1,408,320.00
Total	**$1,809,392.62**

Funds in the amount of Four Hundred One Thousand Seventy-Two Dollars and Sixty-Two Cents ($401,072.62) will be available in the Public Works Street Maintenance Department's Fiscal Year 2026-27 Budget in Account No. 1004-720-000-4333 and funds in the amount of One Million Four Hundred Eight Thousand Three Hundred Twenty Dollars ($1,408,320.00) will be available in the Public Works Street Maintenance Department's Fiscal Year 2026-27 Budget in Account No. 1004-720-000-4266 for this expenditure.

Funding for annual payments will be allocated in future fiscal year budgets.

ALTERNATIVE

No alternative is recommended at this time.

RECOMMENDATION

Approval of the proposed lease-purchase financing agreement and related service agreement will allow the City to secure critical public works equipment, maintain

uninterrupted street weeping operations and continue meeting environmental compliance obligations while transitioning toward a more sustainable street sweeping program.

MARCUS HARRIS
STREET SUPERINTENDENT

APPROVED FOR FORWARDING:

JERRY GROOMES
ACTING CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO EXECUTE A FIVE-YEAR LEASE-PURCHASE FINANCING AGREEMENT AND ESTABLISH A PURCHASE ORDER WITH LEASE SERVICING CENTER, INC. DBA NCL GOVERNMENT CAPITAL FOR THE ACQUISITION OF THREE STREET SWEEPERS IN AN ANNUAL AMOUNT OF FOUR HUNDRED ONE THOUSAND SEVENTY-TWO DOLLARS AND SIXTY-TWO CENTS ($401,072.62) AND APPROVING A ONE-YEAR AGREEMENT AND ESTABLISHING A PURCHASE ORDER WITH SWEEPING CORP OF AMERICA (SCA) FOR STREET SWEEPING SERVICES IN THE AMOUNT OF ONE MILLION FOUR HUNDRED EIGHT THOUSAND THREE HUNDRED TWENTY DOLLARS ($1,408,320.00)

WHEREAS, the City currently relies on contracted street sweeping services to maintain public streets, support storm water compliance requirements and preserve cleanliness standards; and

WHEREAS, increasing regulatory requirements and escalating service costs have made it necessary for the City to transition toward ownership and operation of municipal street sweeping equipment; and

WHEREAS, staff evaluated procurement and financing options and determined that a lease-purchase structure is the most financially responsible method for acquiring critical fleet equipment; and

WHEREAS, the total acquisition cost of the lease-purchase with NCL Government Capital for three street sweepers is $2,005,363.10, and will be financed through annual payments of $401,072.62 over five years; and

WHEREAS, to avoid service interruptions, staff recommends approval of a one-year service agreement with Sweeping Corp of America (SCA) in the amount of $1,408,320.00; and

WHEREAS, the costs of the first annual payment for the street sweepers and agreement with SCA is as follows:

First annual payment for street sweepers	$ 401,072.62
Agreement with SCA	$1,408,320.00
Total	**$1,809,392.62**

WHEREAS, funds in the amount of Four Hundred One Thousand Seventy-Two Dollars and Sixty-Two Cents ($401,072.62) will be available in the Public Works Street Maintenance Department's Fiscal Year 2026-27 Budget in Account No. 1004-720-000-4333 and funds in the amount of One Million Four Hundred Eight Thousand Three Hundred Twenty Dollars ($1,408,320.00) will be available in the Public Works Street Maintenance Department's Fiscal Year 2026-27 Budget in Account No. 1004-720-000-4266. for this expenditure; and

WHEREAS, funding for annual payments will be allocated in future fiscal year budgets.

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 execute a five-year lease-purchase agreement (July 1, 2026 – June 30, 2031) with NCL Government Capital for three street sweepers in the amount of $2,005,363.10, financed over five years at annual payments of Four Hundred One Thousand Seventy-Two Dollars and Sixty-Two Cents ($401,072.62).

Section 2. That the City Manager is hereby authorized to establish a purchase order annually in the amount of Four Hundred One Thousand Seventy-Two Dollars and Sixty-Two Cents ($401,072.62) with NCL Government Capital. Funding for this expenditure will be available in the Fiscal Year 2026-27 Budget in Account No. 1004-720-000-4333.

Section 3. That the City Manager is hereby authorized to enter into a one-year service agreement (July 1, 2026 – June 30, 2027) with SCA for street sweeping services in the amount of One Million Four Hundred Eight Thousand Three Hundred Twenty Dollars ($1,408,320.00).

Section 4. That the City Manager is hereby authorized to establish a purchase order in the amount of One Million Four Hundred Eight Thousand Three Hundred Twenty Dollars ($1,408,320.00) with SCA. Funding for this expenditure will be available in the Fiscal Year 2026-27 Budget in Account No. 1004-720-000-4266.

Section 5. 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 6. 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 this _____ day of _____, 2026.

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

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

_____
SATRA D. ZURITA
CITY CLERK OF THE CITY OF COMPTON

SERVICES AGREEMENT
BETWEEN
THE CITY OF COMPTON
AND
SCA of CA, LLC.

This **AGREEMENT** is made by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as **"CITY"**) located at 205 South Willowbrook Avenue, Compton, California 90220, and **SCA of CA, LLC.** (hereinafter referred to as "**CONTRACTOR")** located at 4141 Rockside Rd., Suite 100, Seven Hills, Ohio 44131.

AGREEMENT:

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

1. SCOPE OF WORK TO BE PERFORMED BY CONTRACTOR:

CONTRACTOR shall perform, in a professional manner, everything required to be performed, shall provide and furnish all the labor, materials, necessary tools, expendable equipment and all utility and transportation services for the provision of providing Citywide Street Sweeping Services, which shall include, but not be limited to: street sweeping services on designated arterial, collector, commercial, residential, raised median curbs and 100% of all painted median surfaces, and industrial streets: alleys; cul-de-sacs; street center lines and traffic signal island curbs; street crossing and gutters; and City-owned parking lots (including cleaning behind parking bumpers); emergency call-outs, extraordinary weather, special events and non-routine sweeping.

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

Contractor shall bear all costs associated with this work, including, but not limited to all professional, technical, clerical services, materials, tools, equipment, transportation, telephone, etc., used by Contractor in connection with this work. Contractor will be responsible for employing or engaging all persons necessary to perform the services. All of Contractor's staff will be qualified by training and experience to perform their assigned tasks. Contractor will give its personal attention to the fulfillment of the provisions of this Contract by all of its employees and subcontractors, if any, and will keep the services under its control.

Contractor shall utilize **Alternative-Fueled Vehicles**. All vehicles used to provide street sweeping services must not receive power by gasoline or diesel fuel and emit hydrocarbon, carbon monoxide, or nitrogen oxide.

2. KEY PERSONNEL:

a. Contractor's Representative. Contractor hereby designates Rick Anderson, District Sales Manager of Contractor as Contractor's Representative, who shall be deemed to be Contractor's agent with express authority to bind Contractor with respect to all matters requiring Contractor's approval or authorization.

b. City's Representative. City hereby designates the Public Works Street Maintenance Department, Street Superintendent or his/her designated representative as City's Representative for this Agreement.

3. COMPENSATION:

The method of payment for the services rendered pursuant to this Agreement shall be based on a fee-for-services basis, billable at the unit price rates specified within the **CONTRACTOR's Proposal**. It is understood and agreed between the parties that the maximum compensation payable for the services to be provided by the **CONTRACTOR** during Fiscal Year 2026-27 of this Agreement and shall be limited to a not-to-exceed amount of **One Million Four Hundred Eight Thousand Three Hundred Twenty Dollars ($1,408,320.00).**

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

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

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

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

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

4. TERM OF AGREEMENT:

The term of this Agreement shall be for Citywide Street Sweeping Services for a period of one (1) year, beginning July 1, 2026 through June 30, 2027, with two (2) one-year options to extend, unless terminated earlier as provided herein.

5. INDEPENDENT CONTRACTOR STATUS:

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

a. Professional Standards. The manner and means used by Contractor to perform the services required by the City are at the sole discretion and control of the Contractor. Contractor's services, and the result thereof, will be performed with and be the product of a high degree of professional skill and expertise and in conformance with all applicable federal and state laws, rules, regulations and guidelines. If, for any reason, Contractor personnel performing services under this Contract fail or are unable to perform the services required hereunder to City's reasonable satisfaction, City shall provide Contractor with written notice setting forth the nature and extent of City's issue and Contractor shall promptly remove the personnel from the City's project/work and shall replace the personnel with other personnel of equivalent experience and qualifications.

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

6. SUCCESSORS, ASSIGNMENT AND DELEGATION:

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

7. NONDISCRIMINATORY EMPLOYMENT PRACTICES:

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

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

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

8. INDEMNIFICATION:

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

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

9. INSURANCE:

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

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

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

B. Without limiting **CONTRACTOR's** indemnification of the **CITY**, **CONTRACTOR** shall provide and maintain at its own expense during the term of this Agreement the following program(s) of insurance covering its operations hereunder. Evidence of such insurance, which shall be provided by insurer(s) satisfactory to the **CITY's** Risk Manager, shall be delivered to the **CITY**. Such evidence shall express conditions that the **CITY** is to be given written notice at least thirty (30) days in advance of any termination or implementation of a reduction of limits or material change of insurance coverage as specified herein, including at least ten (10) day notice

of any non-payment of premium(s). ***Failure on the part of the Contractor to procure or maintain insurance shall constitute a material breach upon which the CITY may immediately terminate this Agreement.***

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

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

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

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

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

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

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

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

.d Identity of the insured(s).

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

10. PERMITS AND LICENSES:

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

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

11. WARRANTIES:

CONTRACTOR warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the **CONTRACTOR**, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for the **CONTRACTOR**, any fee, commission, percentage, brokerage fee, gift or contingent fee. For breach or violation of this warranty, the **CITY** has the right to annul this Agreement without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

12. FEDERAL AND STATE WITHHOLDING TAXES:

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

13. COMPLIANCE WITH LAW:

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

a. Water Pollution Control/Best Management Practices (BMPs). Contractor, without limitation, shall be responsible to provide and implement Best Management Practices (BMPs) to comply with National Pollution Discharge Elimination System (NPDES) standards and practices. The Contractor shall be responsible, to the fullest extent possible, not to permit any contaminants, including soil, to enter any drainage system. Contractor shall be responsible to maintain equipment so that oil, grease, gasoline, diesel fuel, et al., does not contaminate areas subject to run-off. The Contractor shall fully indemnify the City for any pollution damage and/or cleaning costs. BMPs shall be defined as any program, technology, process, site, criteria, operating method, measure or device that controls, prevents, removes or reduces pollution.

The City, as permittee, is subject to enforcement actions by the State Water Resources Control Board, Environmental Protection Agency and private citizens. The City may assess the Contractor a penalty of One Thousand Dollars ($1,000.00) for each calendar day that the Contractor has not fully implemented the BMPs specified for the contract and/or is otherwise in noncompliance with these provisions. In addition, the City may deduct, from the payments due the Contractor, the total amount of any fines levied on the City, plus legal and staff costs, as a result of the

Contractor's lack of compliance with these provisions and/or less than complete implementation of the specified BMPs.

14. WAIVERS:

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

15. TERMINATION:

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

A. The **CONTRACTOR** becomes insolvent; that is, it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not it has committed an act of bankruptcy, and whether or not insolvent within the meaning of the federal Bankruptcy law, then, the **CITY** may, without prejudice to any other right or remedy and after giving the **CONTRACTOR** seven (7) days written notice, terminate this Agreement.

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

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

D. The **CITY** may terminate this Agreement at any time by giving thirty (30) days written notice of termination to **CONTRACTOR**. If the **CITY** gives such notice of termination, **CONTRACTOR** shall cease immediately all work in progress, unless otherwise directed by the **CITY**. Upon termination **CONTRACTOR** shall furnish to the **CITY** a final invoice for work performed.

16. AMENDMENTS:

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

17. GOVERNING LAW AND SEVERABILTIY:

This Agreement shall be governed by and construed under the laws of the State of California. Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either

party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the un-excised portion, can be reasonably interpreted to give effect to the intentions of the parties.

18. CONTRACTOR's BOOKS AND RECORDS:

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

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

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

19. EXAMINATION AND AUDIT:

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

20. EXTENT OF AGREEMENT:

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

21. NOTICES:

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

TO CONTRACTOR:

SCA of CA, LLC.
4141 Rockside Rd, Ste. 100
Cleveland, OH 44131
(216) 868-1211
Attn: Patrick Carabin, Assoc. General Counsel

TO CITY:

CITY OF COMPTON
205 South Willowbrook Avenue
Compton, California 90220
Attn: PW Department – Street Superintendent
(310) 605-5691

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

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

22. CERTIFICATIONS:

CERTIFICATIONS OF CONTRACTOR

I, **Jonathan Sisler, HEREBY CERTIFY** that I am the Chief Executive Officer, and duly authorized representative of the **CONTRACTOR** firm of **SCA of CA, LLC.**, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

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

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

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

DEBARMENT AND SUSPENSION CERTIFICATION

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

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years;
- does not have a proposed debarment pending; and

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

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

[Supply exceptions on separate page]

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

[Attach separate page]

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

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

JONATHAN SISLER, Chief Executive Officer **(Date)**

23. MISCELLANEOUS:

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

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

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

SCA of CA, LLC.
CONTRACTOR

Dated: _____ **By_____**
Jonathan Sisler, Chief Executive Officer

CITY OF COMPTON
Recommended for Approval:

By _____ **Dated: _____**
Marcus Harris
Street Superintendent

Approved by:

Dated: _____ **By_____**
Jerry Groomes, Acting City Manager

Approved as to form:

By _____ **Dated: _____**
Legal Division

ATTEST:

Dated: _____ **By_____**
Satra Zurita, City Clerk

NCL Government Capital

MUNICIPAL LEASE APPLICATION

Fax To: (866) 763-9600

Name of Applicant: City Of Compton				**Federal Tax ID #: 95-6000696**
Applicant Address: 205 S. Willowbrook Ave	**City:** Compton	**State:** CA	**Zip:** 90220	**Business Phone #** 310-605-5691
Equipment Location: 458 S. Alameda Ave	**City:** Compton	**State:** CA	**Zip:** 90221	**Business Fax #** 310-605-5691

Contact Person: Marcus Harris	**Phone # & E-mail Address:** 310-493-2012 / mharris@comptoncity.org	**Bond Rating:**
Who will be signing the lease? Marcus Harris	**Title:** Street Superintendent	**Recording Secretary:**
Bank Qualified Y/N? (Are the applicant's obligations bank qualified i.e. expected to issue less than $10million in Tax-Exempt Financing this calendar year)		

Type of Municipality (check one)

■ **City** □ **School** □ **Town** □ **County** □ **Other**_____

Equipment Description and Pricing:

The purchase of three (3) Schwarze A7 Twin Engine Tornado Sweeper units mounted on new Freightliner CNG Truck chassis will support citywide street sweeping operations and assist the City in maintaining compliance with NPDES regulations. These sweepers will improve the removal of debris, sediment, trash, and pollutants from public streets and gutters, helping to prevent stormwater contamination and reduce litter entering the storm drain system.

X 5/11/2026
DATE

X_____
SIGNATURE **Marcus Harris**

 # 310 – 493 - 2012
Phone # where individual can be reached in the next 4 hrs.

Contact (320) 763-7600 with any questions concerning this application

City of Compton, California

DOCUMENTATION INSTRUCTIONS

The instructions listed below should be followed when completing the enclosed documentation. ***Please sign in blue ink and print on single sided paper only.*** Documentation completed improperly will delay funding. If you have any questions regarding the Conditions to Funding, instructions or the documentation, please call us at (320) 763-7600.

1. Attached Documentation

1. **Government Obligation Contract**
   *An authorized individual that is with the Obligor should sign on the first space provided. ***All original signatures are required for funding.***
2. **Exhibit A - Description of Equipment**
   *Review equipment description. Complete serial number/VIN if applicable.
   *List the location where the equipment will be located after delivery/installation.
3. **Exhibit B - Payment Schedule**
   *Sign and print name and title.
4. **Exhibit C - Acceptance of Obligation**
   *Sign and print name and title.
5. **Exhibit D - Obligor Resolution**
   *Type in the date of the meeting in which the purchase was approved.
   *Print or type the name and title of the individual(s) who is authorized to execute the Contract.
   *The board chairman or other authorized member of the Obligor's Governing Body must sign the Resolution where indicated.
   *The board secretary or board clerk of Obligor must attest the Resolution where indicated.
6. **Exhibit E - Officer's Certificate**
   *Sign and print name and title.
   *Please list the Source of Funds for the Contract Payments.
7. **Exhibit F - Payment Request & Equipment Acceptance Form**
   *Do Not Return until you need to request funds from the Vendor Payable Account.
8. **Exhibit G - Signature Card**
   *Sign and print name and title.
   *An additional individual may sign as an authorized individual, if desired.
9. **Exhibit H - Obligor Acknowledgement**
   *Complete information as indicated.
10. **Insurance Requirements**
    *Complete insurance company contact information where indicated.
11. **Debit Authorization - (Preferred)**
    *Complete form and attach a voided check.

2. Condition to Funding

If, for any reason: (i) the required documentation is not returned by September 13, 2026, is incomplete, or has unresolved issues relating thereto, or (ii) on, or prior to the return of the documentation, there is a change of circumstance, including but not limited to changes in the federal corporate income tax rate or reducing/capping the tax-exempt interest benefit, which adversely affects the expectations, rights or security of the Obligee or its assignees; then Obligee or its assignees reserve the right to withdraw/void its offer to fund this transaction in its entirety. *Neither Lease Servicing Center, Inc. dba NCL Government Capital AOIA is acting as an advisor to the municipal entity/obligated person and neither owes a fiduciary duty pursuant to Section 15B of the Exchange Act of 1934.*

All documentation should be returned to:
Lease Servicing Center, Inc. dba NCL Government Capital
510 22nd Avenue East, Suite 501
Alexandria, Minnesota 56308

GOVERNMENT OBLIGATION CONTRACT

Obligor
City of Compton, California
205 S Willowbrook Ave
Compton, California 90220

Obligee
Lease Servicing Center, Inc. dba NCL Government Capital
510 22nd Avenue East, Suite 501
Alexandria, Minnesota 56308

Dated as of May 30, 2026

This Government Obligation Contract dated as of the date listed above is between Obligee and Obligor listed directly above. Obligee desires to finance the purchase of the Equipment described in Exhibit A to Obligor and Obligor desires to have Obligee finance the purchase of the Equipment subject to the terms and conditions of this Contract which are set forth below.

Definitions

Section 1.01 Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Additional Schedule" refers to the proper execution of additional schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by the Obligee all of which relate to the financing of additional Equipment.

"Budget Year" means the Obligor's fiscal year.

"Commencement Date" is the date when Obligor's obligation to pay Contract Payments begins.

"Contract" means this Government Obligation Contract and all Exhibits attached hereto, all addenda, modifications, schedules, refinancings, guarantees and all documents relied upon by Obligee prior to execution of this Contract.

"Contract Payments" means the payments Obligor is required to make under this Contract as set forth on Exhibit B.

"Contract Term" means the Original Term and all Renewal Terms.

"Exhibit" includes the Exhibits attached hereto, and any "Additional Schedule", whether now existing or subsequently created.

"Equipment" means all of the items of Equipment listed on Exhibit A and any Additional Schedule, whether now existing or subsequently created, and all replacements, restorations, modifications and improvements.

"Government" as used in the title hereof means a State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended ("Code"), or a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.

"Obligee" means the entity originally listed above as Obligee or any of its assignees.

"Obligor" means the entity listed above as Obligor and which is financing the Equipment through Obligee under the provisions of this Contract.

"Original Term" means the period from the Commencement Date until the end of the Budget Year of Obligor.

"Partial Prepayment Date" means the first Contract Payment date that occurs on or after the earlier of (a) the twenty-four month (24) anniversary of the Commencement Date or (b) the date on which Obligor has accepted all the Equipment and all amounts have been disbursed from the Vendor Payable Account to pay for the Equipment.

"Purchase Price" means the total cost of the Equipment, including all delivery charges, installation charges, legal fees, financing costs, recording and filing fees and other costs necessary to vest full, clear legal title to the Equipment in Obligor, subject to the security interest granted to and retained by Obligee as set forth in this Contract, and otherwise incurred in connection with the financing of this Equipment.

"Renewal Term" means the annual term which begins at the end of the Original Term and which is simultaneous with Obligor's Budget Year and each succeeding Budget Year for the number of Budget Years necessary to comprise the Contract Term.

"State" means the state which Obligor is located.

"Surplus Amount" means any amount on deposit in the Vendor Payable Account on the Partial Prepayment Date.

"Vendor Payable Account" means the separate account of that name established pursuant to Section 11 of this Contract.

Obligor Warranties

Section 2.01 Obligor represents, warrants and covenants as follows for the benefit of Obligee or its assignees:

(a) Obligor is an "issuer of tax exempt obligations" because Obligor is the State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended, (the "Code") or because Obligor is a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.

(b) Obligor has complied with any requirement for a referendum and/or competitive bidding.

(c) Obligor has complied with all statutory laws and regulations that may be applicable to the execution of this Contract; Obligor, and its officer executing this Contract, are authorized under the Constitution and laws of the State to enter into this Contract and have used and followed all proper procedures of its governing body in executing and delivering this Contract. The officer of Obligor executing this Contract has the authority to execute and deliver this Contract. This Contract constitutes a legal, valid, binding and enforceable obligation of the Obligor in accordance with its terms.

(d) Obligor shall use the Equipment only for essential, traditional government purposes.

(e) Should the IRS disallow the tax-exempt status of the interest portion of the Contract Payments as a result of the failure of the Obligor to use the Equipment for governmental purposes, or should the Obligor cease to be an issuer of tax exempt obligations, or should the obligation of Obligor created under this Contract cease to be a tax exempt obligation for any reason, then Obligor shall be required to pay additional sums to the Obligee or its assignees so as to bring the after tax yield on this Contract to the same level as the Obligee or its assignees would attain if the transaction continued to be tax-exempt.

(f) Obligor has never non-appropriated funds under a contract similar to this Contract.

(g) Obligor will submit to the Secretary of the Treasury an information reporting statement as required by the Code.

(h) Upon request by Obligee, Obligor will provide Obligee with current financial statements, reports, budgets or other relevant fiscal information.

(i) Obligor shall retain the Equipment free of any hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq. as amended and supplemented.

(j) Obligor hereby warrants the General Fund of the Obligor is the primary source of funds or a backup source of funds from which the Contract Payments will be made.

(k) Obligor presently intends to continue this Contract for the Original Term and all Renewal Terms as set forth on Exhibit B hereto. The official of Obligor responsible for budget preparation will include in the budget request for each Budget Year the Contract Payments to become due in such Budget Year, and will use all reasonable and lawful means available to secure the appropriation of money for such Budget Year sufficient to pay the Contract Payments coming due therein. Obligor reasonably believes that moneys can and will lawfully be appropriated and made available for this purpose.

(l) Obligor has selected both the Equipment and the vendor(s) from whom the Equipment is to be purchased upon its own judgment and without reliance on any manufacturer, merchant, vendor or distributor, or agent thereof, of such equipment to the public.

(m) Obligor owns the Equipment and any additional collateral free and clear of any liens, and Obligor has not and will not, during the Contract Term, create, permit, incur or assume any levies, liens or encumbrances of any kind with respect to the Equipment or any additional collateral except those created by this Contract.

(n) Obligor warrants, as applicable, the purchase of any telecommunications and video surveillance services or equipment financed hereunder complies with 2 CFR § 200.216 and 2 CFR § 200.471.

(o) Obligor warrants that it understands and has complied with 2 CFR § 200.322 in relation to domestic preferences for procurements, as applicable.

Section 2.02 Escrow Agreement. In the event both Obligee and Obligor mutually agree to utilize an Escrow Account, then immediately following the execution and delivery of this Contract, Obligee and Obligor agree to execute and deliver and to cause Escrow Agent to execute and deliver the Escrow Agreement. This Contract shall take effect only upon execution and delivery of the Escrow Agreement by the parties thereto. Obligee shall deposit or cause to be deposited with the Escrow Agent for credit to the Equipment Acquisition Fund the sum of $N/A, which shall be held, invested and disbursed in accordance with the Escrow Agreement.

Acquisition of Equipment, Contract Payments and the Purchase Option Price

Section 3.01 Acquisition and Acceptance. Obligor shall be solely responsible for the ordering of the Equipment and for the delivery and installation of the Equipment. The Payment Request and Equipment Acceptance Form must be signed by the same authorized individual(s) who signed the Signature Card, Exhibit G. By making a Contract Payment after its receipt of the Equipment pursuant to this Contract, Obligor shall be deemed to have accepted the Equipment on the date of such Contract Payment for purposes of this Contract. All Contract Payments paid prior to delivery of the Payment Request and Equipment Acceptance Form shall be credited to Contract Payments as they become due as shown on the Contract Payment Schedule attached as Exhibit B hereto.

Section 3.02 Contract Payments. Obligor shall pay Contract Payments exclusively to Obligee or its assignees in lawful, legally available money of the United States of America. The Contract Payments shall be sent to the location specified by the Obligee or its assignees. The Contract Payments shall constitute a current expense of the Obligor and shall not constitute an indebtedness of the Obligor. The Contract Payments, payable without notice or demand, are due as set forth on Exhibit B. Obligee shall have the option to charge interest at the highest lawful rate on any Contract Payment received later than the due date for the number of days that the Contract Payment(s) were late, plus any additional accrual on the outstanding balance for the number of days that the Contract Payment(s) were late. Obligee shall also have the option, on monthly payments only, to charge a late fee of up to 10% of the monthly Contract Payment that is past due. Furthermore, Obligor agrees to pay any fees associated with the use of a payment system other than check, wire transfer, or ACH. Once all amounts due Obligee hereunder have been received, Obligee will release any and all of its rights, title and interest in the Equipment.

Section 3.03 CONTRACT PAYMENTS UNCONDITIONAL. Except as provided under Section 4.01, THE OBLIGATIONS OF OBLIGOR TO MAKE CONTRACT PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS CONTAINED IN THIS CONTRACT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF, OR SUBJECT TO DEFENSE OR COUNTERCLAIM.

Section 3.04 Purchase Option Price. Upon thirty (30) days written notice, Obligor shall have the option to pay, in addition to the Contract Payment, the corresponding Purchase Option Price which is listed on the same line on Exhibit B. This option is only available to the Obligor on the Contract Payment date and no partial prepayments are allowed. If Obligor chooses this option and pays the Purchase Option Price to Obligee then Obligee will transfer any and all of its rights, title and interest in the Equipment to Obligor.

Section 3.05 Contract Term. The Contract Term shall be the Original Term and all Renewal Terms until all the Contract Payments are paid as set forth on Exhibit B except as provided under Section 4.01 and Section 9.01 below. If, after the end of the budgeting process which occurs at the end of the Original Term or any Renewal Term, Obligor has not non-appropriated as provided for in this Contract then the Contract Term shall be extended into the next Renewal Term and the Obligor shall be obligated to make all the Contract Payments that come due during such Renewal Term.

Section 3.06 Disclaimer of Warranties. OBLIGEE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT. OBLIGEE IS NOT A MANUFACTURER, SELLER, VENDOR OR DISTRIBUTOR, OR AGENT THEREOF, OF SUCH EQUIPMENT; NOR IS OBLIGEE A MERCHANT OR IN THE BUSINESS OF DISTRIBUTING SUCH EQUIPMENT TO THE PUBLIC. OBLIGEE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING OUT OF THE INSTALLATION, OPERATION, POSSESSION, STORAGE OR USE OF THE EQUIPMENT BY OBLIGOR.

Non-Appropriation

Section 4.01 Non-Appropriation. If insufficient funds are available in Obligor's budget for the next Budget Year to make the Contract Payments for the next Renewal Term and the funds to make such Contract Payments are otherwise unavailable by any lawful means whatsoever, then Obligor may non-appropriate the funds to pay the Contract Payments for the next Renewal Term. Such non-appropriation shall be evidenced by the passage of an ordinance or resolution by the governing body of Obligor specifically prohibiting Obligor from performing its obligations under this Contract and from using any moneys to pay the Contract Payments due under this Contract for a designated Budget Year and all subsequent Budget Years. If Obligor non-appropriates, then all obligations of the Obligor under this Contract regarding Contract Payments for all remaining Renewal Terms shall be terminated at the end of the then current Original Term or Renewal Term without penalty or liability to the Obligor of any kind provided that if Obligor has not delivered possession of the Equipment to Obligee as provided herein and conveyed to Obligee or released its interest in the Equipment by the end of the last Budget Year for which Contract Payments were paid, the termination shall nevertheless be effective but Obligor shall be responsible for the payment of damages in an amount equal to the amount of the Contract Payments thereafter coming due under Exhibit B which are attributable to the number of days after such Budget Year during which Obligor fails to take such actions and for any other loss suffered by Obligee as a result of Obligor's failure to take such actions as required. Obligor shall immediately notify the Obligee as soon as the decision to non-appropriate is made. If such non-appropriation occurs, then Obligor shall deliver the Equipment to Obligee as provided below in Section 9.04. Obligor shall be liable for all damage to the Equipment other than normal wear and tear. If Obligor fails to deliver the Equipment to Obligee, then Obligee Obligee may enter the premises where the Equipment is located and take possession of the Equipment and charge Obligor for costs incurred.

Insurance, Damage, Insufficiency of Proceeds

Section 5.01 Insurance. Obligor shall maintain both property insurance and liability insurance at its own expense with respect to the Equipment. Obligor shall be solely responsible for selecting the insurer(s) and for making all premium payments and ensuring that all policies are continuously kept in effect during the period when Obligor is required to make Contract Payments. Obligor shall provide Obligee with a certificate of insurance which lists the Obligee and/or assigns as a loss payee and an additional insured on the policies with respect to the Equipment.

(a) Obligor shall insure the Equipment against any loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Obligee in an amount at least equal to the then applicable Purchase Option Price of the Equipment. Alternatively, Obligor may insure the Equipment under a blanket insurance policy or policies.

(b) The liability insurance shall insure Obligee from liability and property damage in any form and amount satisfactory to Obligee.

(c) Obligor may self-insure against the casualty risks and liability risks described above. If Obligor chooses this option, Obligor must furnish Obligee with a certificate and/or other documents which evidences such coverage.

(d) All insurance policies issued or affected by this Section shall be so written or endorsed such that the Obligee and its assignees are named additional insureds and loss payees and that all losses are payable to Obligor and Obligee or its assignees as their interests may appear. Each policy issued or affected by this Section shall contain a provision that the insurance company shall not cancel or materially modify the policy without first giving thirty (30) days advance notice to Obligee or its assignees. Obligor shall furnish to Obligee certificates evidencing such coverage throughout the Contract Term.

Section 5.02 Damage to or Destruction of Equipment. Obligor assumes the risk of loss or damage to the Equipment. If the Equipment or any portion thereof is lost, stolen, damaged, or destroyed by fire or other casualty, Obligor will immediately report all such losses to all possible insurers and take the proper procedures to obtain all insurance proceeds. At the option of Obligee, Obligor shall either (1) apply the Net Proceeds to replace, repair or restore the Equipment or (2) apply the Net Proceeds to the applicable Purchase Option Price. For purposes of this Section and Section 5.03, the term Net Proceeds shall mean the amount of insurance proceeds collected from all applicable insurance policies after deducting all expenses incurred in the collection thereof.

Section 5.03 Insufficiency of Net Proceeds. If there are no Net Proceeds for whatever reason or if the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement of the Equipment, then Obligor shall, at the option of Obligee, either (1) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds or (2) apply the Net Proceeds to the Purchase Option Price and pay the deficiency, if any, to the Obligee.

Section 5.04 Obligor Negligence. Obligor assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property whether such injury or death be with respect to agents or employees of Obligor or of third parties, and whether such property damage be to Obligor's property or the property of others (including, without limitation, liabilities for loss or damage related to the release or threatened release of hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or similar or successor law or any State or local equivalent now existing or hereinafter enacted which in any manner arise out of or are incident to any possession, use, operation, condition or storage of any Equipment by Obligor), which is proximately caused by the negligent conduct of Obligor, its officers, employees and agents.

Section 5.05 Reimbursement. Obligor hereby assumes responsibility for and agrees to reimburse Obligee for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Obligee that in any way relate to or arise out of a claim, suit or proceeding, based in whole or in part upon the negligent conduct of Obligor, its officers, employees and agents, or arose out of installation, operation, possession, storage or use of any item of the Equipment, to the maximum extent permitted by law.

Title and Security Interest

Section 6.01 Title. Title to the Equipment shall vest in Obligor when Obligor acquires and accepts the Equipment. Title to the Equipment will automatically transfer to the Obligee in the event Obligor non-appropriates under Section 4.01 or in the event Obligor defaults under Section 9.01. In such event, Obligor shall execute and deliver to Obligee such documents as Obligee may request to evidence the passage of legal title to the Equipment to Obligee.

Section 6.02 Security Interest. To secure the payment of all Obligor's obligations under this Contract, as well as all other obligations, debts and liabilities, plus interest thereon, whether now existing or subsequently created, Obligor hereby grants to Obligee a security interest under the Uniform Commercial Code constituting a first lien on the Equipment described more fully on Exhibit A. Furthermore, Obligor agrees that any other collateral securing any other obligation(s) to Obligee, whether offered prior to or subsequent hereto, also secures this obligation. The security interest established by this section includes not only all additions, attachments, repairs and replacements to the Equipment but also all proceeds therefrom. Obligor authorizes Obligee to prepare and record any Financing Statement required under the Uniform Commercial Code to perfect the security interest created hereunder. Obligor agrees that any Equipment listed on Exhibit A is and will remain personal property and will not be considered a fixture even if attached to real property.

Assignment

Section 7.01 Assignment by Obligee. All of Obligee's rights, title and/or interest in and to this Contract may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees by Obligee at any time without the consent of Obligor. No such assignment shall be effective as against Obligor until the assignor shall have filed with Obligor written notice of assignment identifying the assignee. Obligor shall pay all Contract Payments due hereunder relating to such Equipment to or at the direction of Obligee or the assignee named in the notice of assignment. Obligor shall keep a complete and accurate record of all such assignments.

Section 7.02 Assignment by Obligor. None of Obligor's right, title and interest under this Contract and in the Equipment may be assigned by Obligor unless Obligee approves of such assignment in writing before such assignment occursand only after Obligor first obtains an opinion from nationally recognized counsel stating that such assignment will not jeopardize the tax-exempt status of the obligation.

Maintenance of Equipment

Section 8.01 Equipment. Obligor shall keep the Equipment in good repair and working order, and as required by manufacturer's and warranty specifications. If Equipment consists of copiers, Obligor is required to enter into a copier maintenance/service agreement. Obligee shall have no obligation to inspect, test, service, maintain, repair or make improvements or additions to the Equipment under any circumstances. Obligor will be liable for all damage to the Equipment, other than normal wear and tear, caused by Obligor, its employees or its agents. Obligor shall pay for and obtain all permits, licenses and taxes related to the ownership, installation, operation, possession, storage or use of the Equipment. If any fees are required to be paid by the California Debt & Investment Advisory Commission then such fees shall be paid directly from the Obligor to the California Debt & Investment Advisory Commission. If the Equipment includes any titled vehicle(s), then Obligor is responsible for obtaining such title(s) from the State and also for ensuring that Obligee is listed as First Lienholder on all of the title(s). Obligor shall not use the Equipment to haul, convey or transport hazardous waste as defined in the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq. Obligor agrees that Obligee or its Assignee may execute any additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Obligor which Obligee deems necessary or appropriate to protect Obligee's interest in the Equipment and in this Contract. Obligor shall allow Obligee to examine and inspect the Equipment at all reasonable times.

Default

Section 9.01 Events of Default defined. The following events shall constitute an "Event of Default" under this Contract:

(a) Failure by Obligor to pay any Contract Payment listed on Exhibit B for fifteen (15) days after such payment is due according to the Payment Date listed on Exhibit B.

(b) Failure to pay any other payment required to be paid under this Contract at the time specified herein and a continuation of said failure for a period of fifteen (15) days after written notice by Obligee that such payment must be made. If Obligor continues to fail to pay any payment after such period, then Obligee may, but will not be obligated to, make such payments and charge Obligor for all costs incurred plus interest at the highest lawful rate.

(c) Failure by Obligor to observe and perform any warranty, covenant, condition, promise or duty under this Contract for a period of thirty (30) days after written notice specifying such failure is given to Obligor by Obligee, unless Obligee agrees in writing to an extension of time. Obligee will not unreasonably withhold its consent to an extension of time if corrective action is instituted by Obligor. Subsection (c) does not apply to Contract Payments and other payments discussed above.

(d) Any statement, material omission, representation or warranty made by Obligor in or pursuant to this Contract which proves to be false, incorrect or misleading on the date when made regardless of Obligor's intent and which materially adversely affects the rights or security of Obligee under this Contract.

(e) Any provision of this Contract which ceases to be valid for whatever reason and the loss of such provision would materially adversely affect the rights or security of Obligee.

(f) Except as provided in Section 4.01 above, Obligor admits in writing its inability to pay its obligations.

(g) Obligor defaults on one or more of its other obligations.

(h) Obligor becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies for or consents to the appointment of a receiver, trustee, conservator, custodian, or liquidator of Obligor, or all or substantially all of its assets, or a petition for relief is filed by Obligor under federal bankruptcy, insolvency or similar laws, or is filed against Obligor and is not dismissed within thirty (30) days thereafter.

Section 9.02 Remedies on Default . Whenever any Event of Default exists, Obligee shall have the right to take one or any combination of the following remedial steps:

(a) With or without terminating this Contract, Obligee may declare all Contract Payments and other amounts payable by Obligor hereunder to the end of the then current Budget Year to be immediately due and payable.

(b) With or without terminating this Contract, Obligee may require Obligor at Obligor's expense to redeliver any or all of the Equipment and any additional collateral to Obligee as provided below in Section 9.04. Such delivery shall take place within fifteen (15) days after the Event of Default occurs. If Obligor fails to deliver the Equipment and any additional collateral, Obligee may enter the premises where the Equipment and any additional collateral is located and take possession of the Equipment and any additional collateral and charge Obligor for costs incurred. Notwithstanding that Obligee has taken possession of the Equipment and any additional collateral, Obligor shall still be obligated to pay the remaining Contract Payments due up until the end of the then current Original Term or Renewal Term. Obligor will be liable for any damage to the Equipment and any additional collateral caused by Obligor or its employees or agents.

(c) Obligee may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights. Obligor shall be responsible to Obligee for all costs incurred by Obligee in the enforcement of its rights under this Contract including, but not limited to, reasonable attorney fees.

Section 9.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Obligee is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or shall be construed to be a waiver thereof.

Section 9.04 Return of Equipment and Storage.

(a) Surrender: The Obligor shall, at its own expense, surrender the Equipment, any additional collateral and all required documentation to evidence transfer of title from Obligor to the Obligee in the event of a default or a non-appropriation by delivering the Equipment and any additional collateral to the Obligee to a location accessible by common carrier and designated by Obligee. In the case that any of the Equipment and any additional collateral consists of software, Obligor shall destroy all intangible items constituting such software and shall deliver to Obligee all tangible items constituting such software. At Obligee's request, Obligor shall also certify in a form acceptable to Obligee that Obligor has complied with the above software return provisions and that they will immediately cease using the software and that they shall permit Obligee and/or the vendor of the software to inspect Obligor's locations to verify compliance with the terms hereto.

(b) Delivery: The Equipment and any additional collateral shall be delivered to the location designated by the Obligee by a common carrier unless the Obligee agrees in writing that a common carrier is not needed. When the Equipment and any additional collateral is delivered into the custody of a common carrier, the Obligor shall arrange for the shipping of the item and its insurance in transit in accordance with the Obligee's instructions and at the Obligor's sole expense. Obligor at its expense shall completely sever and disconnect the Equipment and any additional collateral or its component parts from the Obligor's property all without liability to the Obligee. Obligor shall pack or crate the Equipment and any additional collateral and all of the component parts of the Equipment and any additional collateral carefully and in accordance with any recommendations of the manufacturer. The Obligor shall deliver to the Obligee the plans, specifications, operation manuals or other warranties and documents furnished by the manufacturer or vendor on the Equipment and any additional collateral and such other documents in the Obligor's possession relating to the maintenance and methods of operation of such Equipment and any additional collateral.

(c) Condition: When the Equipment is surrendered to the Obligee it shall be in the condition and repair required to be maintained under this Contract. It will also meet all legal regulatory conditions necessary for the Obligee to sell or lease it to a third party and be free of all liens. If Obligee reasonably determines that the Equipment or an item of the Equipment, once it is returned, is not in the condition required hereby, Obligee may cause the repair, service, upgrade, modification or overhaul of the Equipment or an item of the Equipment to achieve such condition and upon demand, Obligor shall promptly reimburse Obligee for all amounts reasonably expended in connection with the foregoing.

(d) Storage: Upon written request by the Obligee, the Obligor shall provide free storage for the Equipment and any additional collateral for a period not to exceed 60 days after the expiration of the Contract Term before returning it to the Obligee. The Obligor shall arrange for the insurance described to continue in full force and effect with respect to such item during its storage period and the Obligee shall reimburse the Obligor on demand for the incremental premium cost of providing such insurance.

Miscellaneous

Section 10.01 Notices. All notices shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business as first set forth herein or as the parties shall designate hereafter in writing.

Section 10.02 Binding Effect. Obligor acknowledges this Contract is not binding upon the Obligee or its assignees unless the Conditions to Funding listed on the Documentation Instructions have been met to Obligee's satisfaction, and Obligee has executed the Contract. Thereafter, this Contract shall inure to the benefit of and shall be binding upon Obligee and Obligor and their respective successors and assigns.

Section 10.03 Severability. In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 10.04 Amendments, Addenda, Changes or Modifications. This Contract may be amended, added to, changed or modified by written agreement duly executed by Obligee and Obligor. Furthermore, Obligee reserves the right to directly charge or amortize into the remaining balance due from Obligor, a reasonable fee, to be determined at that time, as compensation to Obligee for the additional administrative expense resulting from such amendment, addenda, change or modification requested by Obligor.

Section 10.05 Execution in Counterparts and Electronic Signatures. This Contract may be simultaneously executed in several counterparts, including electronically, each of which shall be an original and all of which shall constitute one and the same instrument.

Section 10.06 Captions. The captions or headings in this Contract do not define, limit or describe the scope or intent of any provisions or sections of this Contract.

Section 10.07 Master Contract. This Contract can be utilized as a Master Contract. This means that the Obligee and the Obligor may agree to the financing of additional Equipment under this Contract at some point in the future by executing one or more Additional Schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by Obligee. Additional Schedules will be consecutively numbered on each of the exhibits which make up the Additional Schedule and all the terms and conditions of the Contract shall govern each Additional Schedule.

Section 10.08 Entire Writing. This Contract constitutes the entire writing between Obligee and Obligor. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations, conditions, or warranties, express or implied, which are not specified herein regarding this Contract, the Equipment or any additional collateral, financed hereunder. Any terms and conditions of any purchase order or other documents submitted by Obligor in connection with this Contract which are in addition to or inconsistent with the terms and conditions of this Contract will not be binding on Obligee and will not apply to this Contract.

Vendor Payable Account

Section 11.01 Establishment of Vendor Payable Account. On the date that the Obligee executed this Contract, which is on or after the date that the Obligor executes this Contract, Obligee agrees to (i) make available to Obligor an amount sufficient to pay the total Purchase Price for the Equipment by establishing a separate, non-interest bearing account (the "Vendor Payable Account"), as agent for Obligor's account, with a financial institution that Obligee selects that is acceptable to Obligor (including Obligee or any of its affiliates) and (ii) to deposit an amount equal to such Purchase Price as reflected on Exhibit B in the Vendor Payable Account. Obligor hereby further agrees to make the representations, warranties and covenants relating to the Vendor Payable Account as set forth in Exhibit C attached hereto. Upon Obligor's delivery to Obligee of a Payment Request and Equipment Acceptance Form in the form set forth in Exhibit F attached hereto, Obligor authorizes Obligee to withdraw funds from the Vendor Payable Account from time to time to pay the Purchase Price, or a portion thereof, for each item of Equipment as it is delivered to Obligor. The Payment Request and Equipment Acceptance Form must be signed by an authorized individual acting on behalf of Obligor. The authorized individual or individuals designated by the Obligor must sign the Signature Card which will be kept in the possession of the Obligee.

Section 11.02 Down Payment. Prior to the disbursement of any funds from the Vendor Payable Account, the Obligor must either (1) deposit all the down payment funds that the Obligor has committed towards the purchase of the Equipment into the Vendor Payable Account or (2) Obligor must provide written verification to the satisfaction of the Obligee that all the down payment funds Obligor has committed towards the purchase of the Equipment have already been spent or are simultaneously being spent with the funds requested from the initial Payment Request and Equipment Acceptance Form. For purposes of this Section, the down payment funds committed towards the Equipment from the Obligor are the down payment funds that were represented to the Obligee at the time this transaction was submitted for credit approval by the Obligor to the Obligee.

Section 11.03 Disbursement upon Non-Appropriation or Default. If an event of non-appropriation or default occurs prior to the Partial Prepayment Date, the amount then on deposit in the Vendor Payable Account shall be retained by the Obligee and Obligor will have no interest therein.

Section 11.04 Surplus Amount. Any Surplus Amount then on deposit in the Vendor Payable Account on the Partial Prepayment Date shall, at Obligee's sole discretion, either a) be returned to Obligor, or b) be applied to pay on such Partial Prepayment Date a portion of the Purchase Option Price then applicable.

Section 11.05 Recalculation of Contract Payments. Should Obligee decide to apply the Surplus Amount to the then applicable Purchase Option Price as provided in Section 11.04 above, each Contract Payment thereafter shall be reduced by an amount calculated by Obligee based upon a fraction the numerator of which is the Surplus Amount and the denominator of which is the Purchase Option Price on such Partial Prepayment Date. Within 15 days after such Partial Prepayment Date, Obligee shall provide to Obligor a revised Exhibit B to this Contract, which shall take into account such payment of a portion of the Purchase Option Price thereafter and shall be and become thereafter Exhibit B to this Contract. Notwithstanding any other provision of this Section 11, this Contract shall remain in full force and effect with respect to all or the portion of the Equipment accepted by Obligor as provided in this Contract, and the portion of the principal component of Contract Payments remaining unpaid after the Partial Prepayment Date plus accrued interest thereon shall remain payable in accordance with the terms of this Contract, including revised Exhibit B hereto which shall be binding and conclusive upon Obligee and Obligor.

Obligee and Obligor have caused this Contract to be executed in their names by their duly authorized representatives listed below.

City of Compton, California

Signature

Printed Name and Title

Lease Servicing Center, Inc. dba NCL Government Capital

Signature

Printed Name and Title

EXHIBIT A

DESCRIPTION OF EQUIPMENT

RE: Government Obligation Contract dated as of May 30, 2026, between Lease Servicing Center, Inc. dba NCL Government Capital (Obligee) and City of Compton, California (Obligor)

Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:

Three (3) Street Sweepers

Physical Address of Equipment after Delivery: 458 S. Alameda Ave Compton, CA 90221

EXHIBIT B

Schedule (01)

PAYMENT SCHEDULE

RE: Government Obligation Contract dated as of May 30, 2026, between Lease Servicing Center, Inc. dba NCL Government Capital (Obligee) and City of Compton, California (Obligor)

Date of First Payment	March 25, 2027
Original Balance	$1,649,831.73
Total Number of Payments	Five (5)
Number of Payments Per Year	One (1)

Pmt No.	Due Date	Contract Payment	Applied to Interest	Applied to Principal	*Purchase Option Price
1	25-Mar-27	$401,072.62	$100,210.17	$300,862.45	$1,416,585.44
2	25-Mar-28	$401,072.62	$98,651.92	$302,420.70	$1,088,750.29
3	25-Mar-29	$401,072.62	$76,535.49	$324,537.13	$743,966.06
4	25-Mar-30	$401,072.62	$52,801.66	$348,270.96	$381,356.49
5	25-Mar-31	$401,072.62	$27,332.13	$373,740.49	$0.00

City of Compton, California

Signature

Printed Name and Title

*Assumes all Contract Payments due to date are paid

EXHIBIT C

ACCEPTANCE OF OBLIGATION TO COMMENCE CONTRACT PAYMENTS UNDER EXHIBIT B

RE: Government Obligation Contract dated as of May 30, 2026, between Lease Servicing Center, Inc. dba NCL Government Capital (Obligee) and City of Compton, California (Obligor)

I, the undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the governing body of Obligor to sign this Acceptance of Obligation to commence Contract Payments with respect to the above referenced Contract. I hereby certify that:

1. The Equipment described on Exhibit A has not been delivered, installed or available for use as of the Commencement date of this Contract.
2. Obligor acknowledges that Obligee has agreed to deposit into a Vendor Payable Account an amount sufficient to pay the total purchase price (the "Purchase Price") for the Equipment so identified in such Exhibit A;
3. The principal amount of the Contract Payments in the Exhibit B accurately reflects the Purchase Price;
4. Obligor agrees to execute a Payment Request and Equipment Acceptance Form authorizing payment of the Purchase Price, or a portion thereof, for each withdrawal of funds from the Vendor Payable Account.

Notwithstanding that the Equipment has not been delivered to or accepted by Obligor on the date of execution of the Contract, Obligor hereby warrants that:

(a) Obligor's obligation to commence Contract Payments as set forth in Exhibit B is absolute and unconditional as of the Commencement Date and on each date set forth in Exhibit B thereafter, subject to the terms and conditions of the Contract;
(b) immediately upon delivery and acceptance of all the Equipment, Obligor will notify Obligee of Obligor's final acceptance of the Equipment by delivering to Obligee the "Payment Request and Equipment Acceptance Form" in the form set forth in Exhibit F attached to the Contract;
(c) in the event that any Surplus Amount is on deposit in the Vendor Payable Account when an event of non-appropriation or default under the Contract occurs, then those amounts shall be applied as provided in Section 11 of the Contract;
(d) regardless of whether Obligor delivers a final Payment Request and Equipment Acceptance Form, all Contract Payments paid prior to delivery of all the Equipment shall be credited to Contract Payments as they become due under the Contract as set forth in Exhibit B.

City of Compton, California

_____

Signature

_____

Printed Name and Title

EXHIBIT D

OBLIGOR RESOLUTION

RE: Government Obligation Contract dated as of May 30, 2026, between Lease Servicing Center, Inc. dba NCL Government Capital (Obligee) and City of Compton, California (Obligor)

At a duly called meeting of the Governing Body of the Obligor (as defined in the Contract) held on _____ the following resolution was introduced and adopted:

BE IT RESOLVED by the Governing Body of Obligor as follows:

1. **Determination of Need.** The Governing Body of Obligor has determined that a true and very real need exists for the acquisition of the Equipment described on Exhibit A of the Government Obligation Contract dated as of May 30, 2026, between City of Compton, California (Obligor) and Lease Servicing Center, Inc. dba NCL Government Capital (Obligee).

2. **Approval and Authorization.** The Governing Body of Obligor has determined that the Contract, substantially in the form presented to this meeting, is in the best interests of the Obligor for the acquisition of such Equipment, and the Governing Body hereby approves the entering into of the Contract by the Obligor and hereby designates and authorizes the following person(s) to execute and deliver the Contract on Obligor's behalf with such changes thereto as such person(s) deem(s) appropriate, and any related documents, including any Escrow Agreement, necessary to the consummation of the transaction contemplated by the Contract.

Authorized Individual(s):

_____

(Typed or Printed Name and Title of Individual(s) authorized to execute the Contract)

3. **Adoption of Resolution.** The signatures below from the designated individuals from the Governing Body of the Obligor evidence the adoption by the Governing Body of this Resolution.

Signature: _____

(Signature of Board Chairman or other authorized member of the Obligors Governing Body)

Printed Name & Title:

_____

(Printed Name and Title of Individual who signed directly above)

Attested By: _____

(Signature of Obligors Board Secretary or Board Clerk)

Printed Name & Title:

_____

(Printed Name of Individual who signed directly above)

EXHIBIT E

OFFICER'S CERTIFICATE

RE: Government Obligation Contract dated as of May 30, 2026, between Lease Servicing Center, Inc. dba NCL Government Capital (Obligee) and City of Compton, California (Obligor)

I, the undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the governing body of Obligor to sign this Officer's Certificate with respect to the above referenced Contract. I hereby certify that:

1. Obligor has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Contract Payments required to be paid under the Contract during the current Budget Year of Obligor, and such moneys will be applied in payment of all Contract Payments due and payable during such current Budget Year.
2. Obligor has obtained insurance coverage as required under the Contract from an insurer qualified to do business in the State.
3. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.
4. The governing body of Obligor has approved the authorization, execution and delivery of this Contract on its behalf by the authorized representative of Obligor who signed the Contract.
5. Please list the Source of Funds (Fund Item in Budget) for the Contract Payments that come due under Exhibit B of this Contract.

Source of Funds: General Fund

By signing below, Obligor hereby authorizes the General Fund of the Obligor as a backup source of funds from which the Contract Payments can be made.

City of Compton, California

_____

Signature

_____

Printed Name and Title

EXHIBIT F

PAYMENT REQUEST AND EQUIPMENT ACCEPTANCE FORM

RE: Government Obligation Contract dated as of May 30, 2026, between Lease Servicing Center, Inc. dba NCL Government Capital (Obligee) and City of Compton, California (Obligor)

In accordance with Section 11.01, by executing this Payment Request and Equipment Acceptance Form the Obligor hereby represents that the Payee or Payees listed below who are requesting payment have delivered the Equipment or a portion of the Equipment or performed the services to the satisfaction of the Obligor and that the amounts requested below by the Payee or Payees are proportionate with the value of the Equipment delivered or services rendered by the Payee or Payees. The Obligor hereby represents and warrants for all purposes that:

1. Pursuant to the invoice attached hereto, the amount to be disbursed is $ _____ and this amount is consistent with the Contract between Obligor and vendor.
2. Payment is to be made to: Payee: _____

_____

3. The undersigned certifies that the following documents are attached to this Payment Request and Equipment Acceptance Form when there is a request for a release of funds from the Vendor Payable Account to pay for a portion, or all, of the Equipment: (1) Invoice from the vendor, (2) copy of the Contract between Obligor and vendor (if requested by the Obligee), (3) Insurance Certificate (if applicable), (4) front and back copy of the original MSO/Title listing Lease Servicing Center, Inc. dba NCL Government Capital and/or its assigns as the first lien holder (if applicable). By executing this Payment Request and Equipment Acceptance Form and attaching the documents as required above, the Obligor shall be deemed to have accepted this portion of the Equipment for all purposes under the Contract, including, without limitation, the obligation of Obligor to make the Contract Payments with respect thereto in a proportionate amount of the total Contract Payment.
4. No amount listed in this exhibit was included in any such exhibit previously submitted.
5. Each disbursement hereby requested has been incurred and is a proper charge against the Vendor Payable Account. No amount hereby requested to be disbursed will be paid to Obligor as reimbursement for any expenditure paid by Obligor more than 60 days prior to the date of execution and delivery of the Contract.
6. The Equipment referenced in the attached has been delivered, installed, inspected and tested as necessary and in accordance with Obligor's specifications and accepted for all purposes.
7. That Obligor is or will be the title owner to the Equipment referenced in the attached, and that in the event that any third party makes a claim to such title that Obligor will take all measures necessary to secure title including, without limitation, the appropriation of additional funds to secure title to such Equipment, or a portion thereof, and keep the Contract in full force and effect. Furthermore, Obligor has obtained insurance coverage as required under the Contract from an insurer qualified to do business in the State.
8. Obligor has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Contract Payments required to be paid under the Contract during the current Budget Year of Obligor, and such moneys will be applied in payment of all Contract Payments due and payable during such current Budget Year.
9. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.

I, the undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the governing body of Obligor to sign this Payment Request and Equipment Acceptance Form.

Please forward this document and any correspondence relating to vendor payment to:

Email gannonl@lscfinancial.com

Please call (320) 763-7600 if you have any questions.

City of Compton, California

_____

Signature

_____

Printed Name and Title

EXHIBIT G

SIGNATURE CARD

RE: Government Obligation Contract dated as of May 30, 2026, between Lease Servicing Center, Inc. dba NCL Government Capital (Obligee) and City of Compton, California (Obligor)

The below signatures will be used for purposes of verifying the signature on a Payment Request and Equipment Acceptance Form prior to making payments from the Equipment Acquisition Fund or Vendor Payable Account. By signing below, the undersigned represents and warrants that they have received all appropriate authority from City of Compton, California.

City of Compton, California

_____

Signature

_____

Printed Name and Title

Signature of additional authorized individual (optional) of Obligor

_____

Signature

_____

Printed Name and Title

EXHIBIT H

OBLIGOR ACKNOWLEDGEMENT

RE: Government Obligation Contract dated as of May 30, 2026, between Lease Servicing Center, Inc. dba NCL Government Capital (Obligee) and City of Compton, California (Obligor)

Obligor hereby acknowledges that it has ordered or caused to be ordered the equipment that is the subject of the above-mentioned Contract.

Please complete the below information, attach another page if necessary.

Vendor Name: _____

Equipment: _____

Cost of Equipment: _____

Vendor Name: _____

Equipment: _____

Cost of Equipment: _____

Vendor Name: _____

Equipment: _____

Cost of Equipment: _____

Vendor Name: _____

Equipment: _____

Cost of Equipment: _____

Vendor Name: _____

Equipment: _____

Cost of Equipment: _____

Obligor will immediately notify Obligee if any of the information listed above is changed.

INSURANCE REQUIREMENTS

Pursuant to Article 5 of the Government Obligation Contract, you have agreed to provide us evidence of insurance covering the Equipment.

A Certificate of Insurance listing the information stated below should be sent to us no later than the date on which the equipment is delivered.

Insured:
City of Compton, California
205 S Willowbrook Ave
Compton, California 90220

Certificate Holder:
Lease Servicing Center, Inc. dba NCL Government Capital AOIA (and/or Its Assigns)
510 22nd Avenue East, Suite 501
Alexandria, Minnesota 56308

1. **Equipment Description**
   * Three (3) Street Sweepers
   * Please include all applicable VIN's, serial numbers, etc.
2. **Deductible**
   * The deductible amounts on the insurance policy should not exceed $250,000.00.
3. **Physical Damage**
   * All risk coverage to guarantee proceeds of at least $1,649,831.73.
4. **Liability**
   * Minimum Combined Single Limit of $1,000,000.00 on bodily injury and property damage.
5. **Additional Insured and Loss Payee**
   * Lease Servicing Center, Inc. dba NCL Government Capital AOIA (and/or Its Assigns) MUST be listed as additional insured and loss payee.

Please forward certificate as soon as possible to: Email gannonl@lscfinancial.com

Please complete the information below and return this form along with the Contract.

City of Compton, California

Insurance Company: _____

Agent's Name: _____

Telephone #: _____

Fax #: _____

Address: _____

City, State Zip: _____

Email: _____

PREFERRED

* By completing this form, Obligor is authorizing Obligee to withdraw said payment amount on said date.

DEBIT AUTHORIZATION

I hereby authorize Lease Servicing Center, Inc. dba NCL Government Capital AOIA to initiate debit entries for the Payment Amount (including, but not limited to, any late fees, rate changes, escrow modifications, etc.). I acknowledge that Lease Servicing Center, Inc. dba NCL Government Capital AOIA may reinitiate returned entries up to two additional times, to the account indicated below at the financial institution named below and to debit the same to such account for:

Contract Number	**Payment Amount**	**Frequency of Payments**
3369522	$401,072.62	Annual

Beginning _____ Month _____ Year	**Day of Month** Debits will be made according to Exhibit B of the Contract

I acknowledge that the origination of ACH transactions to this account must comply with the provisions of U.S. law.

Financial Institution Name		**Branch**	
Address	**City**	**State**	**Zip**
Routing Number		**Account Number**	

Type of Account ☐ Checking ☐ Savings

If the account does not have sufficient funds, Lease Servicing Center, Inc. dba NCL Government Capital AOIA may attempt, but shall have no obligation to continue to attempt to deduct the payment from the account. If the account has insufficient funds when Lease Servicing Center, Inc. dba NCL Government Capital AOIA attempts to deduct a payment, Lease Servicing Center, Inc. dba NCL Government Capital AOIA may terminate the automatic deduction of payments upon notice to borrower and me. Until such time as payment is made, borrower shall be responsible to make such payments, and all other payments that may be due to Lease Servicing Center, Inc. dba NCL Government Capital AOIA regarding the above-referenced loan.

This authority is to remain in full force and effect until Lease Servicing Center, Inc. dba NCL Government Capital AOIA has received written notification from any authorized signer of the account of its termination in such time and manner as to afford Lease Servicing Center, Inc. dba NCL Government Capital AOIA a reasonable opportunity to act on it.

Obligor Name on Contract City of Compton, California	
Signature	**Printed Name and Title**
Tax ID Number 95-6000696	**Date**

PLEASE ATTACH COPY OF A VOIDED CHECK TO THIS FORM!

USA Patriot Act

USA Patriot Act requires identity verification for all new accounts. This means that we may require information from you to allow us to make a proper identification.

CALIFORNIA LEGISLATURE

STATE CAPITOL
SACRAMENTO, CALIFORNIA
95814

August 27, 2025

The Honorable Gavin Newsom
Governor, State of California
1021 O Street, Suite 9000
Sacramento, CA 95814

RE: Request to Correct DIR's Misclassification of Municipal Sweeping as Prevailing Wage Work

Dear Governor Newsom:

I write today to respectfully request that your office direct the California Department of Industrial Relations (DIR) to revise its 2021 opinion letter that reclassified Municipal Street sweeping as a public works activity subject to prevailing wage.

This reclassification overturned more than 15 years of established precedent without legislative authority and has created a costly and unsustainable burden on cities across California. In 2022, the Legislature explicitly rejected this reclassification when it declined to pass Assembly Bill 1886, which attempted to codify the same change. Despite that outcome, the 2021 DIR letter remains in effect and continues to impose significant costs on local governments.

This is not a labor dispute. Municipal street sweeping has generally been delivered through contracted services and has not typically operated under union labor or prevailing wage structures. Municipal street sweeping is an environmental compliance function mandated under the Clean Water Act and NPDES storm water permits. It differs from construction-related sweeping in its regulatory purpose, specialized equipment, and day-to-day operations. Applying prevailing wage classifications to municipal sweeping is inconsistent with the nature of the work and legislative intent.

The financial consequences are severe. Cities are experiencing cost increases ranging from 85 percent to over 500 percent for the same level of service, driven by prevailing wage rates that require to pay street sweeping operators more than $200,000 annually, exceeding the salaries of licensed engineers, attorneys, and department heads. These costs divert funding away from essential services such as public safety, infrastructure, and homelessness response, and pose an increasing threat to local government stability.

Given the legislative record and the real-world impact on cities, I urge your office to direct DIR to:

1. Rescind or revise its 2021 opinion letter and reinstate the 2005 classification excluding municipal sweeping from prevailing wage requirements; and
2. Establish a formal exemption carve-out to prevent future misclassification of this essential environmental service.

This issue is urgent, and the path forward is clear. The Legislature has acted. Now, we respectfully ask that your administration act as well to ensure policy alignment and financial relief for cities throughout the state.

We, the undersigned members of the California State Assembly and State Senate, respectfully join Assemblymember Gipson in requesting prompt action to correct this misclassification and support our cities:

Signature	Signature
Signature	Signature
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Signature	Signature

SWEEPING CORP OF AMERICA

3031 N. Rocky Point Drive West, Suite 730
Tampa, FL 33607

May 1, 2026

City of Compton
Marcus Harris
Superintendent of Public Works
205 S. Willowbrook Ave.
Compton, C.A. 90220

Subject: Street Sweeping Services Proposal – Sourcewell Cooperative Purchasing Program

Dear Marcus,

Sweeping Corp. of America (SCA) appreciates the opportunity to present this proposal for street sweeping services to the City of Compton. We are committed to delivering reliable, high-quality service that supports the City's environmental compliance, public safety, and community cleanliness goals.
To provide the City with a streamlined and cost-effective procurement option, we are offering our services through the Sourcewell Cooperative Purchasing Program. This approach allows the City to utilize a competitively solicited and publicly awarded contract, eliminating the need for a lengthy bid while ensuring compliance with procurement requirements.

Based on our evaluation of the City's service needs and current market conditions, we propose the following:
Proposed Rate:

- **$60.00 per curb mile**
  (This represents a reduced rate from our standard prevailing wage rate of $65.00+ per curb mile.)

Estimated Annual Service Volume:

- **23,472 curb miles annually**

Estimated Annual Cost:

- **$1,408,320.00**

This rate reflects prevailing wage requirements and includes full-service operations, including labor, equipment, maintenance, supervision, and administrative support. By leveraging the Sourcewell program, the City benefits from:

- Competitive, pre-bid pricing
- Reduced procurement time and administrative burden
- Proven contract compliance
- Reliable service delivery with experienced personnel and maintained equipment

As outlined in the attached analysis, contracted services—particularly through cooperative purchasing—provide a balanced approach between cost control and operational reliability when compared to in-house operations or traditional procurement under prevailing wage conditions.
SCA has extensive experience providing municipal street sweeping services throughout California and understands the importance of consistency, responsiveness, and regulatory compliance.
Sincerely,

Terry Roberts
District Account Manager
Sweeping Corp. of America

June 9, 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 AUTHORIZING THE CITY MANAGER TO ESTABLISH A PURCHASE ORDER WITH EL GRAN TORINO FOR THE PURPOSE OF PROVIDING EMERGENCY BEEHIVE REMOVAL, BRICK WALL REPAIRS, AND CHAIN LINK FENCE REPAIRS ALONG THE COMPTON CREEK CORRIDOR AND AT 551 W. CYPRESS CIRCLE, COMPTON, CALIFORNIA IN THE AMOUNT OF ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000.00).

SUMMARY

The adoption of this resolution will authorize the City Manager to establish a purchase order with El Gran Torino for emergency public safety repairs along the Compton Creek corridor and at 551 W. Cypress Circle, Compton, California in the amount of One Hundred Fifty Thousand Dollars ($150,000.00).

BACKGROUND

The Street Maintenance Division of the Public Works Department (Department) is responsible for maintaining and protecting public infrastructure throughout the City, including fences, walls, and other structures located within the public right-of-way. These responsibilities are essential to preserving public safety, preventing hazardous conditions, and ensuring City property remains secure and accessible for residents and staff. Timely maintenance and repairs also help reduce liability risks and prevent further deterioration of damaged infrastructure.

To carry out these responsibilities, the Department responds to damage caused by vandalism, unauthorized encampments, environmental hazards, and other conditions that impact public property. Fencing and wall repairs are often necessary to restore safe conditions, prevent unauthorized access, and maintain the structural integrity of City-owned facilities and surrounding areas. In certain situations, emergency repairs are required to address conditions that pose an immediate threat to public safety and nearby residents.

El Gran Torino is a qualified vendor that provides fencing, wall repair, and related maintenance services that support the Department’s infrastructure repair operations. Establishing a purchase order with El Gran Torino will allow the Department to address ongoing damage to City fencing caused by recurring unauthorized encampment activity and complete necessary brick wall repairs associated with the removal of an aggressive

beehive infestation. These repairs are necessary to restore safe conditions, protect public property, and ensure the surrounding areas remain accessible and secure for the community.

STATEMENT OF THE ISSUE

There is an ongoing need for fencing, wall repair, and related maintenance services to support the maintenance and protection of public infrastructure throughout the City. As part of routine maintenance operations, the Department must address damaged fencing and deteriorated structures caused by recurring unauthorized encampment activity, vandalism, and other conditions that create safety hazards and impact the security and accessibility of public areas. Increased maintenance demands and continued damage to City-owned infrastructure have created a need for timely repairs and replacement services to restore safe conditions and prevent further deterioration. In addition, the Department recently identified an aggressive beehive infestation located within a brick wall structure that posed a significant public safety concern for nearby residents and surrounding properties. City staff attempted multiple corrective measures; however, the infestation continued returning and increased in severity. As a result, brick wall repairs became necessary to safely remove the infestation, seal the affected area, and prevent future hazards and structural damage.

To ensure cost efficiency and compliance with applicable procurement requirements, the Department researched repair and material costs and solicited quotes from qualified vendors to ensure the City receives the best value. Establishing a purchase order with El Gran Torino will allow the Department to complete necessary fencing and wall repairs in a timely and cost-effective manner while restoring safe conditions, protecting public infrastructure, and preventing further safety concerns throughout the community.

Vendor	Price
El Gran Torino	$ 29,739.97
Sonco	$ 31,947.11
Home Depot	$ 36,899.57

El Gran Torino is a qualified vendor with the experience and capability necessary to provide fencing, wall repair, and related maintenance services in support of the Department’s infrastructure maintenance operations. El Gran Torino submitted a responsive and cost-effective proposal and is able to complete the required repairs and services in a timely manner. Establishing a purchase order in the amount of $150,000 will allow the City to proceed with necessary repairs without delay, ensuring the restoration of safe conditions, protection of public property, and continued maintenance of City infrastructure.

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 per fiscal year with any single

vendor. The proposed expenditure with El Gran Torino exceeds this threshold for Fiscal Year 2025-26, thus requiring City Council approval.

FISCAL IMPACT

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

Decrease Expenditure Appropriations	Account Description	Amount
1004-720-000-4266	Contract Services	$150,000.00

Increase Expenditure Appropriations	Account Description	Amount
1004-720-000-4236	Maintenance & Repair	$150,000.00

Upon approval, funds in the amount of One Hundred Fifty Thousand Dollars ($150,000.00) will be available in Account No. 1004-720-000-4236 for this expenditure.

ALTERNATIVE

No other alternative is being proposed.

RECOMMENDATION

Staff recommends authorizing this expenditure with El Gran Torino. in an amount not to exceed $150,000.

MARCUS HARRIS
STREET SUPERINTENDENT

APPROVED FOR FORWARDING:

JERRY GROOMES
ACTING CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ESTABLISH A PURCHASE ORDER WITH EL GRAN TORINO FOR EMERGENCY BEEHIVE REMOVAL, BRICK WALL REPAIRS, AND CHAIN LINK FENCE REPAIRS ALONG THE COMPTON CREEK CORRIDOR AND AT 551 W. CYPRESS CIRCLE, COMPTON, CALIFORNIA IN THE AMOUNT OF ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000.00)

WHEREAS, the Public Works Street Maintenance Division is responsible for maintaining and protecting public infrastructure throughout the City, including fences, walls, and other structures located within the public right-of-way in order to preserve public safety, reduce liability risks, and ensure City property remains secure and accessible; and

WHEREAS, the Department routinely responds to damage caused by vandalism, unauthorized encampments, environmental hazards, and other conditions that impact public infrastructure and create hazardous conditions throughout the community; and

WHEREAS, the Department identified ongoing damage to City-owned fencing and infrastructure along the Compton Creek corridor caused by recurring unauthorized encampment activity, requiring timely repair and replacement services to restore safe conditions and prevent further deterioration; and

WHEREAS, the Department also identified an aggressive beehive infestation located within a brick wall structure at 551 W. Cypress Circle, Compton, California, and despite multiple corrective attempts by City staff, the infestation continued returning and increased in severity, creating a significant public safety concern for nearby residents and surrounding properties; and

WHEREAS, emergency beehive removal, brick wall repairs, and chain link fence repairs are necessary to eliminate hazardous conditions, protect public infrastructure, and maintain safe and secure access throughout the affected areas; and

WHEREAS, El Gran Torino is a qualified vendor capable of providing fencing, wall repair, and related maintenance services, and submitted a responsive and cost-effective proposal that will allow the Department to complete the required repairs and services in a timely manner; and

WHEREAS, pursuant to Resolution No. 26,100, the City Manager is authorized to expend up to $50,000.00 per fiscal year with any single vendor, and the proposed expenditure with El Gran Torino exceeds this threshold for Fiscal Year 2025-26, thus requiring City Council approval; and

WHEREAS, a budget amendment is required to transfer funds from Account No. 1004-720-000-4266 (Contract Services) to Account No. 1004-720-000-4236 (Maintenance & Repair), and upon approval, funds in the amount of One Hundred Fifty Thousand Dollars ($150,000.00) will be available for this expenditure.

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 El Gran Torino in the amount of One Hundred Fifty Thousand Dollars ($150,000.00) for emergency beehive removal, brick wall repairs, and chain link fence repairs along the Compton Creek corridor and at 551 W. Cypress Circle, Compton, California.

Section 2. That a budget amendment is hereby approved to transfer funds in the amount of One Hundred Fifty Thousand Dollars ($150,000.00) from Account No.

1004-720-000-4266 (Contract Services) to Account No. 1004-720-000-4236 (Maintenance & Repair.)

Section 3. That upon approval, funds in the amount of One Hundred Fifty Thousand Dollars ($150,000.00) shall be available in Account No. 1004-720-000-4236 for this expenditure.

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 Division.

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) ss
CITY OF COMPTON)

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

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

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

_____
SATRA D. ZURITA
CITY CLERK OF THE CITY OF COMPTON

EL GRAN TORINO CORP

8828 E. Alondra Blvd, Bellflower
CA 90706 Britesol24@gmail.com

Proposal:0005732
05/07/2026

City of Compton
205 S. Willobrook Ave
Compton CA 90220
(310) 605-5500

Site
551 West Cypress
Compton CA

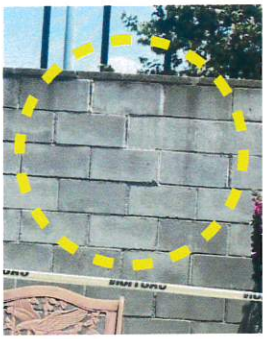
CITY OF COMPTON **Maurice W. /Mr Marcus H.**

SCOPE OF WORK

REMOVE BLOCK CAPS APPROPRIATELY 220 PCS,
REPAIR DAMAGE ANY DAMAGED BLOCK WALLS, Concrete grout poured into the hollow centers
Install vertical where necessary this implies for entire North wall, and
Finally place new concrete cap.

200786000

551 West Cypress N. Elevation



Total: , $16,480

MATERIALS, LABOR AND INSTALLATION INCLUDED

CART (352)

Share

Select All Remove Save to List Save for Late

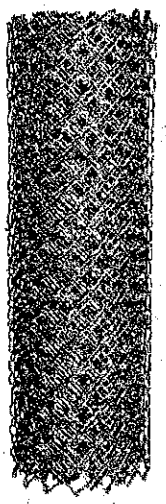
Feedback

Delivery

Delivering to 90220 (1 item)

Your Delivery Cost: FREE

This applies to all Delivery items in your cart.



Everbilt

6 ft. x 50 ft. 11.5- Gauge Galvanized Steel Chain Link Fence Fabric

Product Width (in.): **600 in**

Product Height (in.): **72 in**

Color Family: **Silver**

$47,203.20

($134.10/item ~~$149.00~~)

Save 10%

Get Bulk Pricing of $134.10 on this item when you purchase at least 10 units.

Click here to chat!

352

Recently Viewed

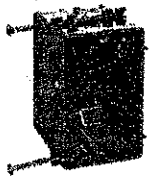
Everbilt 6 ft. x 50 ft. 11.5- Gauge Galvanized...

★★★★★ (395)

$149.00 /roll

Buy 10 or more $134.10

Add to Cart



Carlon 1-Gang 18 cu. in. Blue Electrical PVC N...

★★★★★ (981)

95¢

Add to Cart

Leviton 15 Amp 125-Volt Duplex Self-Test Tamp...

★★★★★ (2481)

$20.46

Add to Cart

Carlon 1- cu. in. Ele

★★★★

$4.98

Add

Your Order

Subtotal	**$52,448.00**
Savings	-$5,244.80
Delivery	FREE
Estimated Sales Tax*	$5074.34
Total	**$52,277.54**

You Saved **10%** Off Your Item

Have a Promo Code?

Checkout

Check Out Quickly With

PayPal

Feedback

Finish Setting Up Instant Checkout. Almost There!
Edit Instant Checkout Settings

Easy In-Store and Online Returns
Read Our Return Policy.

Get Up to $100 Off

Get a Home Depot Credit Card and receive **$25 off** your qualifying purchase of $25+, **$50 off** purchases $300+, or **$100 off** orders over $1,000. ⓘ

Apply Now

Item Total

Savings

New Total

Let Us Know If You Need Help

See our Online FAQs or phone us:

Online Customer Support: 1-800-430-3376

Custom Blinds: 1-800-658-7320

Call 7 days a week - 6 a.m. to 2 a.m. EST

Download Our

EL GRAN TORINO INC.

8828 Alondra Blvd, Bellflower
CA 90706 Britesol24@gmail.com
SUPPLIER NUMBER: 20007326

PROPOSAL:00RA8295
03/04/2026

City of Compton
205 S. Willowbrook Ave
Compton, ca 90220

Site **City of Compton**
205 S. Willowbrook Ave
Compton, ca 90220

MARCUS HARRIS / MAURICE W.

Scope of Work

REPLACE MISSING CHAIN LINK FENCE MISSING SECTIONS COMPTON AREA

SPECS

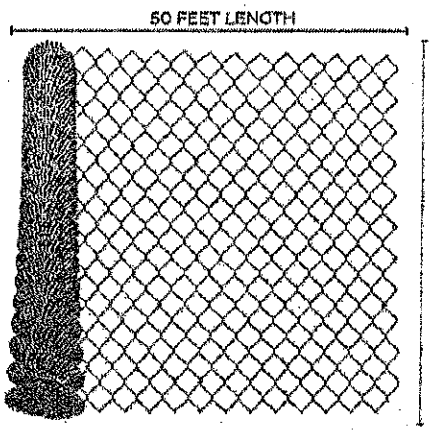
MATERIAL
Steel

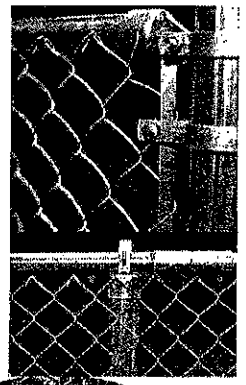
MESH SIZE
2-3/8 inch

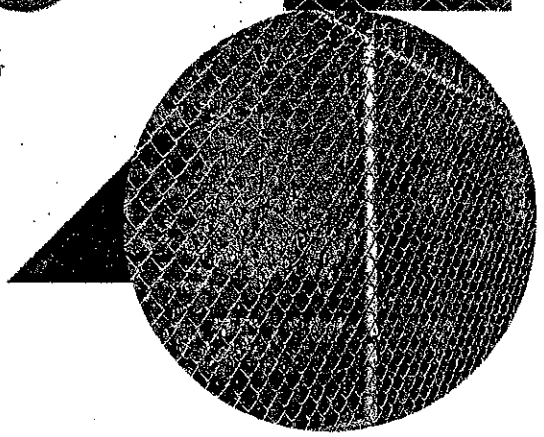
WEIGHT
104.30 lbs

ENDS
Knuckled

WIRE DURABILITY
11.5 gauge







6'x50'; $155 Each unit.

352 Units - **$54,560.00**

Final days for current pricing! Order by March 30th to lock in your rates.

Your cart (352)

6 ft. x 50 ft. Chain-link...
Model Number:

− 352 +

Unit price: $143.99

$50,684.48

Apply a promo code or coupons

You can only apply one coupon per order.

+ Apply here

Order Summary

Estimated delivery to zip code: 90220 — Change zip code

Subtotal	$50,684.48
Shipping estimate	Options on next page
Sales taxes estimate	$5,448.58
Total	**$56,133.06**

Sign in and Checkout

Super Secure Shopping
Your information is always secure.

Returns & Refunds | Shipping & Delivery

Customer Service
Call us at (888) 766-2615 from 8am-8pm EST Monday-Friday, and we'll help you complete your order.

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

Date: 5/12/26

From: Marcus Harris; Interim Public Works Street Superintendent

To: Scott Transou, Assistant City Manager

RE: Justification letter for El Gran Torino Corp.

This correspondence is being submitted to provide justification for the selection of El Gran Torino to perform emergency fence, beehive removal and brick wall repairs at 551 W. Cypress Circle, Compton, CA 90220 including along the Compton Creek.

At the location of 551 W. Cypress Circle, City staff has attempted on four separate occasions to remove the beehive and seal the opening where the bees are entering and exiting the brick wall. Despite these efforts, staff have not been successful in permanently eliminating the infestation, as the bees continue to return within a short period of time after each removal attempt.

The beehive has now increased in size and aggressiveness, resulting in a hazardous condition for nearby residents. Since the most recent infestation, a resident has reportedly been stung. The hive is located directly adjacent to residential homes, creating difficulty for residents to safely enter and exit their properties during daylight hours when the bees are actively swarming.

Upon further investigation, staff discovered that this bee infestation issue has reportedly existed for approximately ten (10) years. Due to the ongoing public safety concern, a more comprehensive repair approach is necessary to permanently abate the hazard.

El Gran Torino will perform the following services:

- Remove the top cap of the block wall/fence
- Remove all bees and honeycomb materials from within the wall cavity
- Fill affected wall voids with mortar and rebar to prevent future infestation
- Replace wall caps and reseal the structure
- Seal the rear side of the wall where bees are entering
- Paint the affected side of the wall after repairs are completed

Second Phase – Compton Creek Chain Link Fence Repair

- Remove damaged chain link fencing and associated materials as necessary.
- Replace and reinstall new chain link fencing in affected areas.
- Install and thread steel reinforcement rods through the fencing to provide additional security and stability.
- Weld reinforcement rods to fence poles to prevent unauthorized removal and increase structural integrity.

Additionally, El Gran Torino has demonstrated exceptional responsiveness and reliability while performing emergency fence repairs along the Compton Creek corridor, frequently mobilizing within twenty-four (24) hours of receiving service requests. The City continues to experience an influx of fence damage and removals within the creek area due to encampment-related vandalism, creating imminent hazards involving twenty (20) to thirty (30) foot drops into the creek channel.

Based upon the immediate public safety concerns associated with the aggressive beehive infestation and fence/railing hazards, I am recommending utilization of the City Manager's emergency purchasing authority, not to exceed $200,000, pursuant to Resolution No. 26,100, for the purpose of mitigating imminent dangers to public health and safety within the community and along the Compton Creek corridor.

El Gran Torino location and contact information is as follows:
Location: 8828 Alondra Boulevard, Bellflower, CA.
Email: Britesol24@gmail.com
Phone: 562-843-6300

PO	**Fund over two years**	**FY24**	**FY26**	
26FY0894	$4,560.00		$4,560.00	Fence
26FY0744	$20,960.00		$20,960.00	Fence & Railing
24FY1145	$46,000.00	$46,000.00		
24FY1040	$2,450.00	$2,450.00		
24FY0738	$790.00	$790.00		
		$49,240.00	**$25,520.00**	
Request additional				**$150,000.00**
Total	**$74,760.00**			

Sincerely,

MARCUS HARRIS

PUBLIC WORKS STREET SUPERINTENDENT